

Article III. It is further understood and agreed by and between the parties hereto that the owners shall have the right and option to require the contractors to finish and complete the entire erection and construction of said building according to the plans and specifications hereinabove referred to for the additional consideration, to be paid to said contractors above the \$20,000.00 as provided and specified in Article II, of \$10,364.00 to be paid in the same manner as provided in Article _____ herein, the rights of the parties and the consideration and things to be done and performed upon the part of each of the parties to be controlled determined and defined under said optional contract in the event said option is exercised by the owners by the terms and conditions in all respects as provided herein.

It is further specifically agreed that the option as set out in this Article shall be exercised on the part of said owners on or before July 15, 1918, otherwise shall become null and void and of no binding force or effect upon either of the parties hereto.

Article IV. It is further understood and agreed by and between the parties hereto that in the event the owners do not elect or desire to exercise the option under their part as set out in Article '_____ hereof, they may abandon and relinquish same by serving notice upon the contractor of their intention so to do at any time. Then, in that event, said owners shall have the right and option to require said contractor to complete said building so partially constructed under the terms of this contract as set out in Article I, hereof, with a five-ply tar and gravel roof, fire walls carried thirteen (13) inches thick to the under side of second story window sills, as set out in paragraph 2 of the bid and proposal of said contractors, presented to the owners on the 6th day of May 1918, a copy of which proposal is attached hereto, marked Exhibit "B" and made a part hereof.

Article V. It is further understood and agreed that in the event the owners do not elect to exercise either of the options hereinabove granted to them, then, in that event, the contractors shall have the right and option to complete said building as hereinabove set out in Article IV, with the five-ply tar and gravel roof, etc., and to demand and receive from said owners therefor the sum of \$2,494.00, as their additional compensation above the \$20,000.00 provided for the partial construction and completion of said building as set out in Article I, hereof, the relative rights and duties and things to be done and performed, and the conditions thereof upon the part of each to be governed and controlled by the terms and conditions of this contract, as shown on the drawings and described in the specifications prepared by M.C. Cross and H.H. Mahler, Architects, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

Article VI. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of the said Architects and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Article V.

Article VII. No alterations shall be made in the work except upon written order of the Architect the amount to be paid by the Owners or allowed by the Contractor by virtue of such alterations to be stated in the said order.

Article VIII. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives shall within ~~four~~ twenty-four hours after receiving written notice from the Architect to take effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and take down all portions of the work which the Architects shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

Article IX. Should the Contractor at any time refuse to supply a sufficienty of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the owners shall be at liberty, after three days written notice to the Contractors, to provide any such labor or materials, and to deduct the cost thereof, from any money then due or thereafter to become due to the Contractor under this contract; and if the Architects shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owners shall also be at liberty to terminate the employment of the Contractors for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereof, and to employ other person or persons to finish the work, and to provide the materials thereof; and in case of such discontinuance of the employment of the contractor he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owners in finishing the work, such excess shall be paid by the Owners to the Contractors, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owners. The expense incurred by the Owners as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architects, whose certificate thereof shall be conclusive upon the parties.