

taken up for consideration. Upon motion of Mr. North, seconded by Mr. Hedgecock, the Chairman is hereby empowered and instructed to sign the aforesaid mentioned contract, a complete copy of which is herewith set out:

UNIFORM BUILDERS' CONTRACT.

THIS AGREEMENT, Made the 14th. day of June, 1926 by and between THE ACME CONSTRUCTION COMPANY, a corporation under the laws of the State Of Oklahoma of Tulsa, Oklahoma, party of the first part (hereinafter designated the Contractors(and The BOARD OF COUNTY COMMISSIONERS, TULSA COUNTY of Oklahoma,,party of the second part (hereinafter designated the Owners)

WITNESSETH: That the Contractor, in consideration of the agreements herein made by the owner agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the construction and completion of the first part of a public market building on Lots 1-2, Block 61, Corner Archer St. and Boulder Ave., in the City of Tulsa, Oklahoma. Said first part of above building shall consist of all work, labor materials, etc., listed and described in specifications under Items #1 to #17 of "Instructions to Bidders", all of which shall be done in strict accordance with plans and specifications covering and applying to said work, as shown on the drawings and described in the specifications prepared by M C CROSS, Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

ARTICLE II. 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 Architect. 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 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 Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes of this contract by the said Architect are and remain his property, and that all charges for the use of the same, and for the services of said Architect, are to be paid by the said Owners.

ARTICLE III. 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 contractors by virtue of such alterations to be stated in the said order. Should the owners and Contractors not agree as to the amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for in ART. XII of this Contract.

ARTICLE IV. The Contractors 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 twenty four hours after receiving written notice from the Architect to that 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 Architect 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 V. Should the contractors at any time refuse to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any