

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 Contractor) and THE BOARD OF COUNTY COMMISSIONERS, Tulsa County, Of Oklahoma, party of the second part, (hereinafter designated the owner).

WITNESSETH: That the contractors in consideration of the agreements herein made by the owners agree with the said owners as follows:

ARTICLE I. The Contractors shall and will provide all the materials and perform all the work for the construction and completion of the following work on one public market building, located on Lots 1-2, Block 61 in the City ofmTulsa, Oklahoma. Said work to consist of the following as shown on plans and drawings, and as specified: All lathing and plastering, all stucco work; all plumbing complete;;all hollow metal doors and frames steel rolling doors and vault door, and the hydraulic freight elevator 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 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 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 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 owner.

ARTICLE III. No alterations shall be made in the work except upon written order of the architect the amount to be paid by the owner or allowed by the contractor by virtue of such alterations to be stated in the said order. Should the owner and contractor 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 o f this contract.

ARTICLE IV. 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 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 property 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