

form all the work for the remodeling, adding to and repairing of the present Grand Stand located on a site on the Tulsa State Fair Grounds, Tulsa County, Oklahoma, said work herein after designated as "the work", "the job", "the building" or "the structure", as shown on the drawings and described in the specifications prepared by Endacott & Goff, Architects, which drawings and specifications as identified by the signatures of the parties hereto or by the Architects, and become hereby a part of the Contract the same as if attached hereto or fully repeated herein.

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 and supervision of the said Architects, and that their decision as to the true construction and meaning of said drawings shall be final and binding upon all the parties hereto. 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 are to be furnished by said Architects, and said Architects 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 I.

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

ARTICLE III. The Contractor shall provide sufficient, safe and proper facilities at all times, for the inspection of the Architects, or their duly authorized representatives; shall within twenty four hours after receiving written notice from the Architects to that effect; proceed to remove from the grounds or the building all materials condemned by them, whether such materials are worked or unworked, and take down all portions of the work which the Architects shall by like written notice condemn as sound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work and materials damaged or destroyed thereby.

ARTICLE IV. Should the Contractor at any time refuse to supply a sufficiency of proper skilled workmen or of materials of the proper quality, or of adequate equipment to carry on work of this class, 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 Architects, the Board shall be at liberty, after three days written notice to the Contractor, to provide any such labor, materials or equipment, 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 Board shall also be at liberty to terminate the employment of the Contractor 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 thereon, and to employ other persons to finish the work, and to provide the materials therefor, and in case of such discontinuance of employment of the Contractor, he shall be entitled not to receive any further payment under this contract until said work shall be wholly finished, under direction and supervision of the Architects, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Board in finishing the work, such excess shall be paid by the Board to the Contractor; but, if such expense shall exceed such unpaid balance, the contractor shall pay the difference to the Board. The expense incurred by the Board as herein provided, either for furnishing material or for finishing the work, by reason of any default of the contractor, and any damages incurred through such default, shall be audited and certified by the Architects, whose certificate thereof shall be conclusive upon the parties.

ARTICLE V. The Contractor shall complete the several portions, and the whole of the work comprehended in this contract on or before the eighteenth day of September, 1931.

ARTICLE VI. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Board or of the Architects, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Architects, but no such allowance shall be made unless a claim therefor is presented in writing to the Architects within forty eight (48) hours after the occurrence of such delay.

ARTICLE VII. It is understood by and between the parties hereto that the work contemplated herein is for a complete job calling for all sub-contractors work necessary to produce the structure as shown and described by the drawings and specifications.

ARTICLE VIII. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Board to the Contractor for said work and materials essential to completion of the work shall be ONE HUNDRED FORTY THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$143,300.00), subject to additions and deductions and allowances as provided herein, and that such sum shall be paid by the Board to the Contractor in current funds and only upon Certificate of the Architects as follows:

Eighty five per cent (85%) of all labor and material installed in the building and eighty five (85%) per cent of the value of all material on the ground, to be paid in semi-monthly estimates of the Architects.

The Contractor is to submit to the Architects a schedule showing the substantial value of each and every subdivision of work in the building for use of the Architects in ascertaining and fixing the value of work completed or work not completed. The Contractor is to submit his requests for payment, together with such information and supporting documents as the Architects may require, at least five (5) days before payment dates. The Architects shall check and audit the requests and issue certificate for payment in time to permit Fair Board to issue voucher to be presented to the Board of County Commissioners for payment on the first and third Mondays