

of every month. Certificates are payable upon presentation to the Board as set forth herein. The final payment shall be made within thirty days after completion of the work included in this contract and its acceptance by the Architects.

ARTICLE IX. It is understood that alterations may be made in the work and additions thereto or deductions therefrom by the Board at any time, upon order of the Architects without vitiating this contract or any portion of it. Said alterations, additions or deductions by the Board shall be by written order of the Architects to the Contractor, the amount to be paid by the Board or allowed by the Contractor, by virtue of such alterations, additions or deductions to be stated in the said order. Should the Board and the 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 hereinafter.

ARTICLE X. If at any time there shall be any claims or liens for which, if established, the Board or the work done or materials on the ground might become liable, and which is chargeable to the Contractor, the Board shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to indemnify the Board against such claims or liens. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Board all moneys that the latter may be compelled to pay in discharging any such claims, made obligatory in consequence of the Contractor's default.

ARTICLE XI. It is further mutually agreed between the parties hereto that no certificates given or payment made under this contract, except the final certificate and final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ARTICLE XII. The Board, shall, during the progress of the work carry insurance on the same against loss or damage by fire and tornado, the policies to cover all the work incorporated in the building, and all materials for the same in or about the premises including equipment, and policies to be made payable to the parties hereto as their interest may appear.

ARTICLE XIII. The Contractor shall during progress of the work maintain workmen's compensation insurance as required by law. He shall also maintain public liability insurance saving the Board harmless by reason of suit or claim for damages because of injury or death to persons other than those in the employ of the Contractor. This latter mentioned public liability policy shall name the Fair Board and the County as one of the insured parties, the Contractor paying the additional premium necessary for so naming the Board as one of the insured parties.

ARTICLE XIV. In case the Board and the Contractor fail to agree in relation to matters of payment, allowances, additional costs or losses referred to in this Contract, which dissent shall have been filed, in writing, with the Architects within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Board, one person selected by the Contractor these to select a third. The decision of any two of this Board concurring shall be final and binding upon the parties hereto. Each party hereto shall pay one half of the cost and expense of such arbitration.

ARTICLE XVI. It is understood by the parties hereto that the bidding blanks architects' written orders for alterations, additions, allowances, deductions or losses and all the conditions imposed by them are to be a part of this contract the same as if such documents were fully repeated herein.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

TANKERSLEY CONSTRUCTION CO.,

By: Dan Tankersley.

Parties of the first part.
(Contractor)

APPROVED. W L Coffey, County Atty.
By: Hugh Webster, Asst. Co. Atty

BOARD OF COUNTY COMMISSIONERS, TULSA COUNTY
BY: W L NORTH, Chairman.

ATTEST: O G WEAVER, County Clerk. (SEAL)

TULSA STATE FAIR BOARD.

By: W A Vandever, Pres.
T H Steffens, Vice Pres.
John T Kramer, Secy.
(Parties of second part,) (Board).

R E S O L U T I O N.

WHEREAS, this Board of County Commissioners did appoint a time for holding a session to hear and consider any complaints or objections concerning the appraisal and apportionment of the cost of construction of the district distribution system in Sub-District Number One of Water Improvement District No. Eight in said County and the proposed assessments thereof and caused due notice of such session to be published according to law and in pursuance of such action and publication such session has been duly convened and held by this Board of County Commissioners on this 25th. day of May, 1931; and

WHEREAS, the Board of County Commissioners has heard and considered all complaints and objections to said appraisal and apportionment, and reviewed the same; and

WHEREAS, all legal requirements have been fully complied with to authorize the levy and assessment to pay the cost of said improvement;

NOW, THEREFORE, BE IT RESOLVED, By the Board of County Commissioners of Tulsa County, Oklahoma, that there shall be hereby levied and assessed against the several