

June 5, 1944

in case of any of said materials or labor shall be rejected by the Engineer, as defective or unsuitable, then the said materials and said labor shall be done anew, to the satisfaction and approval of the said Engineer, or his representative, at the cost and expense of the Contractor.

The Contractor further agrees and covenants that all and every part of Said material shall be furnished and delivered and all and every part of said labor shall be done and performed, in every respect, to the satisfaction and approval of the Engineer aforesaid, on or before the expiration of FIVE (5) working days after written notice has been given by the Engineer to begin work.

It is expressly understood and agreed that in case of the failure on the part of the Contractor for any reason, except with written consent of the Board of County Commissioners of Tulsa County, Oklahoma, to complete the furnishing and delivery of said materials and doing and performing of said work within the aforesaid time limit the Party of the First Part shall have the right to deduct from any moneys due or which may become due the Contractor the amounts as shown in the specifications, between the time stipulated for the completion and the actual date of completion in accordance with the terms thereof; said deductions to be made or said sum to be recovered not as penalty but as liquidated damages provided, however, that upon receipt of written notice from the Contractor for the existence of causes over which said Contractor has no control and which must delay the completion of said work, the Board of Commissioners may, on the recommendation of the Engineer, at its discretion extend the period hereinafore specified for the completion of the work, and in such cases the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is further agreed by the parties hereto that the Contractor shall file bonds as specified in the legal advertising.

Payment will be made upon completion of the job satisfactory to the Engineer, from funds of Tulsa County Drainage District Number 12.

Signed, sealed and delivered at Tulsa, Oklahoma, this 5 day of June 1944.

TULSA COUNTY DRAINAGE DISTRICT NUMBER 12.

(SEAL)

(signed)  
ANDY STOKES  
County Clerk

By (Signed) J. B. Gray  
Chairman of the Board of County  
Commissioners, acting for said  
Drainage Dist.

MCMICHAEL CONCRETE COMPANY  
Party of the Second Part

ATTEST:

\_\_\_\_\_  
Secretary

By (signed) J. W. McMichael, Partner  
Title - Member of the Firm

### S T A T U T O R Y   B O N D

KNOW ALL MENBY THESE PRESENTS:

J. W. McMichael, J. O. McMichael and J. D. McMichael, a co-partnership, That, we doing business as McMichael Concrete Company as Principal; and Massachusetts Bonding and Insurance Company as Surety, are held and firmly bound unto the Tulsa County Drainage District Number 12, in the penal sum of Four Thousand, Seven-Hundred and Forty Dollars (\$ 4,740.00) (which sum is hereby agreed to be the maximum amount of lawful money of the United States of America claimable and coverable hereunder) well and truly to be paid and for the payment of which lawful money of the United States of America, we, each of us, hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents; Dated this 5th day of June A. D., 1944. The condition of these obligations is such, that whereas, the said Principal has entered into a written contract with the Tulsa County Drainage District Number 12, hereto attached and made a part of this undertaking for to furnish and deliver all the material and to perform all the work and labor in the construction of improvements in accordance with contract, plans and specifications on file therefore, at Tulsa, Oklahoma, according to the conditions as set out under said contract.

Now, therefore, if the said Principal shall well and truly pay, or cause to be paid, all the sumsof money due, or which may hereafter become due, for any