

BOARD OF COUNTY COMMISSIONER, OR COMMISSIONERS.  
TULSA COUNTY, OR COUNTY.

#### Definition of Terms

1. In the following specifications, instructions to bidders, annexed contract, etc., whenever the word Tulsa County, or County is used, it is understood to mean Tulsa, County, State of Oklahoma, and when the words, Board of County Commissioners, or Commissioners is used it is understood to mean the duly elected and acting County Commissioners of Tulsa County, Oklahoma.

#### ENGINEER

2. Whenever the word "Engineer" is used, it is hereby understood to mean the engineer who has been selected by the Commissioners, to have supervisory charge of the work contemplated herein, or his duly authorized employees and representatives to whom he delegates authority to act in his behalf.

#### CONTRACTOR

3. Whenever the word Contractor is used it is hereby understood to mean the individual, firm or corporation to whom the contract has been awarded for the work contemplated herein, as hereinafter set out,

#### BOND

4. The contractor shall file a good and satisfactory bond running to Tulsa County, Oklahoma, with two or more sureties, for 100% of the contract price bid guaranteeing the faithful performance of the contract, and a statutory bond running to the state of Oklahoma, guaranteeing the payment of all bills for labor, materials, rentals, equipment, etc.,

#### SUBLETTING

5. No subletting of any part or all of this contract will be permitted by the Board of County Commissioners without the contractor first making application to the commissioners, setting out in detail the nature of the work he desires to sub - let and to whom. The commissioners may then, at their discretion grant such application. No subletting of the contract or any part thereof, shall in any way relieve the contractor of any liability under his bond.

#### SCOPE OF THE WORK

6. The contractor shall perform all the work and furnish all the labor, tools, material and equipment, and furnish the work in accordance with the plans, specifications, instructions of the engineer and contract. Any deviation or changes in the plan or specifications by the contractor must be authorized in writing by the Engineer or commissioners before becoming effective.

#### INTERPRETATION OF PLANS:

16. All plans are to be interpreted by the figured dementions shown thereon, and any failure of the contractor to understand any clauses of the specifications, or any part of the plans, sections, etc., the explanation of the Engineer shall in all cases govern.

#### EXCAVATION:

17. All excavation required for placing forms and concrete shall be done by the contractor at his expense, and is understood to be included in the price bid for the concrete.

#### SPECIAL WORK

18. All work ordered by the Engineer not specially provided for, and for which no unit price has been included in the contract, shall be known as force account or Special Work, and shall be done by the contractor, when so ordered by the engineer in writing, and shall be paid for at actual cost, plus contractor's bid for percentage work.

#### ALTERATION OF PLANS

19. The right is hereby expressly reversed to the Engineer to make all reasonable changes in plans, grades of flow lines, strength and width of structures, within reasonable limits, when in his discretion the same may be of advantage to the proper construction of the work.

#### UNAUTHORIZED WORK.

20. No payment will be made the contractor for any work done which is not specifically provided for in the plans unless authorized in writing by the Engineer.

#### PROGRAM OF THE WORK.

21. The contractor shall begin construction within ten days from the date of the execution of the contract, and shall use all means and methods to diligently prosecute the work to completion. He shall complete the work to the satisfaction of the engineer, and in accordance with the contract within ninety (90) working days from the date of the execution of the contract.

#### EQUIPMENT

22. The contractor shall furnish and use all equipment as is modern, and shall at all times use skilled labor, to obtain first class work in every particular.

#### WORKING PLANS.

23. The contractor shall keep on the work a set of plans and specifications and shall familiarize himself with all the clauses and details thereof, as well as the foreman thereon. All persons in charge of the work shall take and obey all orders of the Engineer, or his authorized agents.

#### CLOSED ROADWAY.

24. Where the roadway is to be closed to traffic, the contractor shall provide at his expense a satisfactory detouration roadway, as may be approved by the engineer.