

10x3.5x8 Ft. Extension to Concrete Culverts on Mile 2, Sec. L.	
Concrete @ - - - - -	\$19.00 per C.Y.
Reinforcing steel @ - - - - -	.06½ per Lb.
9Ft. Extension and wings to 2x3 ft box culvert on Mile 1, Sec. 8.	
Concrete @ - - - - -	\$22.50 per C.Y.
Reinforcing Steel @ - - - - -	.06½ per Lb.
4x4x26 Ft. Concrete Culvert on Mile 2, Section H.	
Concrete @ - - - - -	\$17.00 PerC.Y.
Reinforcing steel @ - - - - -	.06½ per Lb.
5x7x3 Ft. Extension to Concrete Culvert On Mile 3, Section H.	
Concrete at - - - - -	\$22.50 per C.Y.
Reinforcing steel at - - - - -	.06½ Per Lb.
Extra or force account work at cost plus - - - - -	15%/
3x4x24 Ft. Concrete Culvert on Mile 5, Section H.	
Concrete @ - - - - -	\$17.00 per C. Y.
Reinforcing steel @ - - - - -	.06½ per Lb.
8x4x37 Ft. Concrete Culvert, Mile 4, Section L.	
Concrete @ - - - - -	\$16.00 per C.Y.
reinforcing steel @ - - - - -	.06½ per Lb.

The Contractor covenants and agrees that all of said labor shall be performed in the best and most workmanlike manner, in strict and entire conformity in every respect with said specifications and plans and shall be subject to the inspection and approval of the Engineer in charge of said work, and agrees to all the terms and conditions as ther hereun attached specifications impose.

The Contractor further covenants and agrees that all and every of the said work and labor shall be done and performed in every respect to the satisfaction and the approval of the Engineer, aforesaid, on or before the expiration of Ninety (90) working days after writtn notice has been given by the Engineer to begin work. It is expressly agreed and understood that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Board of County Commissioners to satisfactorily complete the said work within the aforesaid Ninety (90) working days, the party of the first part shall have the right to deduct from any moneys due or which shall become due the Contractor, or if no mony shall be due, the patty of the first part, shall have the right to recover the amount of Fifteen Dollars (\$15.00) per day for each and every day elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms hereof; said deductions to be made, or said sums to be recovered, not aw penalty, but as liquidated damages. Provided, however, that upon receipt of the wirtten notice from the Contractor of the existance of such causes over which the contractor has no control, and which must delay the completion of said work. The Board of County Commissioners may in their discretion extend the period of time hereinbefore specified for the completion of the said work, and in such case the Contractor shall become responsible and liable for the said liquidated damages for delays commencing on the date on which extended period shall expire.

It is distinctly understood and agreed that on claim for extra work of materials not specifically herein provided, done or furnished by the contractor, will be allowed by the Board of County Commissioners, nor shall the contractor do any work or furnish any materials not covered by these specifications and contracts, unless such work is ordered in writing by the engineer. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that may be given by the engineer, or by his authorized assistants, nor will the party of the first part be liable for any materials furnished or used for any work or labor done, unless said material, work or labor are required by said Contractor on written order furnished by said Engineer. Any such work or material furnished or done by the contractor without such written notice first being given shall be at said Contractors own risk, cost and expense and he hereby covenants and agrees that without such written order he shall make no claim for compensation for work or materials so done or furnished.

In case any question or dispute arises between the parties hereto respecting any matter in question pretaining to this contract, or any part hereof, said question or dispute shall be referred to the State Engineer of Oklahoma, who shall select two disinterested and experienced engineers who shall serve with the engineer in charge of the proposed work, and the three acting as a Board of Arbitration shall decide the matter in question, and their decision shall be final and binding and conclusive upon all parties without exception or appeal; and all right, or rights of any action at law or in equity, under and by virtue of this contract, and all matters connected with it and relative thereto, are hereby expressly waived by the contractor.

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority in him vested, has hereunto described his name on behalf of Tulsa County, attested by the signature of the County Clerk, and the seal of Tulsa County Affixed thereto, and the said (Signed) J. K. Roach and John J. McNulty has hereto attached (his ) (its) (name) (Corporate Seal) (duty attested by the signatures of its authorized officers,) the day and year first above written.

TULSA COUNTY, STATE OF OKLAHOMA?  
 BY (signed) C. E. SUPPES.  
 Chairman of the Board of County  
 Commissioners,

Attest: (Signed) LEWIS CLINE.  
 County Clerk.

(Signed) J/ K. Roach.  
 (Signed) John J. McNulty.

Attest: (Signed) LEWIS CLINE.  
 County Clerk.