Upon failure to complete within the time limit as proposed, we agree to the provisions as embodied in the Oklahoma State Standard Specifications respecting failure to complete within the specified time as bid.

When mutually agreed to by and between your Honorable Board and ourselves, this proposal may be considered for extension to additional work of the same character and upon the same highway and as a continuation of the work herein bid upon as though the same were here in organally contained and set out.

Certified Check or Bidder's Bond amounting to \$7,500.00 being approximately 10% of the sum bid and conforming to the requirements of the spedifications and "Notice to Contract ors" is here to attached.

Respectfully submitted this 26th. day of June, 1930.

206 Bus. Exch. Bldg. Tulsa, Okla.

ROY TANNER PACING CO. By: R L Mimms., Sec.

PROPOSAL NO. 2. FOR GRADING Miles Fractional One (1) and Two (2) and Three (3) of Section "R 1" and Mile 3a of Section "R" Tulsa County Highway.

The following Sealed Bids were received:

J H Maxwell
S G Eby
C W Elmore
ED SMITTLE
S E GRAY
W L MOODY

\$ 5,075.00 3,644.00 3,755.00 3,429.00 4,058.00 3,540.00

Upon motion of Mr.Hedgecock, seconded by Mr.Dickey, Proposal No. 2 for the Grading of Riverside Drive is hereby awarded to ED SMITTLE upon the following proposal:

PROPOSAL NO. 2. RESOLUTION. NO. 2.

Letting June 26th.1930.

HONORABLE BOARD OF COUNTY COMMISSIONERS TULSA COUNTY, OKLAHOMA.

Gentlemen:

The undersigned, having examined the location and character of the work to be done and performed in the GRADING of the hereinabove described highway, and being familiar withthe Standard Specifications of the State of Oklahoma, respecting the construction of highway by bringing to Profile Grade, hereby proposes to furnish all labor, materials and equipment and do the said work in each and every particular according to the stakes, cross-sections, instrctions and directions of the County Engineer or his duly authorized assistants and to complete to the final acceptance of the County Engineer and your Honorable Board, at the price hereinafter bid, which price includes all clearing and grubbing; the same being absorbed in the price per cubic yard. The price bid is based on the approximate estimate of quantities which is made for estimating purposes only; payments to be made on the actual quantities moved, at the following unit item prices, to-wit:

APPROXIMATE QUANTITIES.

Earth Excavation
Earth Borrow
Overhaul (Beyond 500)
Free Haul

5,400 C Y @ \$28.00 per C Y 8,600 C Y \$ 22.00 per C Y 500 C Y @ .05 per C Y \$ 1,512.00 1,892.00 25.00

NOTE:- A new channel for the stream is to be excavated by the Contractor in the vicinity of Sta 16 \$\neq\$ 85 as a part of this work. The material so excavated will be deposited by the Contractor on the road bed as directed, and will be paid for as Earth Borrow.

All excavation for borrow will be on the West side of the road between Stations 1 \$\neq\$ 100 and 117 \$\neq\$ 00, except as noted above.

If awarded the said work, we propose to immediately enter into contract, furnish9 ng acceptable Surety Company Bonds, both Contract and Statutory, in the full amount of the contract price, agreeing to begin the said work within days after work order is issued by the County Engineer, and to complete the same to your acceptance within Forty Five (45) days after receiving said WORK ORDER.

NOTE:- It is further mutually agreed to between your Honorable Board and ourselves that this contract is let with the specific understanding that Work Order will not be issued on the above outlined work until the Tax Protest Suits now pending in the Supreme Court of the State of Oklahoma are settled in favor of Tulsa County, and funds thus