

character and upon the same highway and as a continuation of the work herein bid upon as though the same were herein originally contained and set out.

Certified Check or Bidder's Bond amounting to \$1,200.00 being approximately 10% of the sum bid and conforming to the "Notice to Contractors" and specification provisions, is hereto attached.

NOTE: ATTENTION is called to the provision embodied in the published "Notice to Contractors" that proposal must be on forms prepared by the County Engineer.

RESPECTFULLY SUBMITTED this 26th. day of June, 1930.

WL MOODY, Contractor.

PROPOSAL NO. 7.

The following Bids were received for the Grading of the East portion of Section Line between Sections 25 and 36, Township 21 N., Range 13 East:

J H Maxwell	\$2,800.00
C W Elmore	2,200.00
E E Lowrey	2,480.00
ED M SMITTLE	1,840.00
S E Gray	1,920.00

Upon motion of Mr. Hedgecock, seconded by Mr. Dickey, the award for the Grading South and West of Owasso be and the same is hereby made to ED SMITTLE, he being the lowest and best bidder thereof, upon the following Bid:

PROPOSAL NO. 7.
RESOLUTION NO. 5.
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 with the Standard Specifications of the State of Oklahoma respecting the construction of highways 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, instructions and directions of the County Engineer or his duly authorized assistants, and to complete to 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 bid 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 price, to-wit:

APPROXIMATE QUANTITIES.

Earth Borrow 8,000 C Y @ \$.23 per C Y \$1,840.00

Force Account, or Extra work, only when ordered in writing by the Engineer, at ACTUAL COST, Plus Five (5%) Per Cent.

If awarded the contract, the undersigned agrees to begin the said work within _____ days after written authority to begin is given by the County Engineer and at such point on the said work as ordered by the Engineer, and to complete all of the work to ~~the~~ your acceptance within Thirty (30) days after receiving said WORK ORDER.

The undersigned represents to your Board that he is experienced in such work and equipped to perform the said work, and if awarded the contract will immediately enter into contract, furnishing satisfactory Surety Company Bonds, both contract and statutory, in the full amount of One Hundred (100%) per cent of the contract price. The undersigned further agrees to drag and blade each day the work as the same progresses in order to keep the road open and free to travel, and to complete in every detail as ordered by the County Engineer. Upon failure to complete within the specified time, The County may deduct from any moneys that may be due me the amount as named in the Oklahoma State Standard Specifications as liquidated damages for failure to complete within the time proposed.

When mutually agreed to by and between your Honorable Board and myself 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 herein originally contained and set out.

Certified Check or Bidder's Bond amounting to \$_____ is hereto attached being approximately 10% of the amount bid, based on the Engineer's approximate estimate of quantities and conforming to the specification provisions and "Notice to Contractors"

NOTE: It is further mutually agreed to between your Honorable Board and myself 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 released are available for the payment of said work.

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

ED SMITTLE, Contractor.