

September 9th, 1937.

THURSDAY, SEPTEMBER 9th, 1937.

Pursuant to recess heretofore taken, the Board of County Commissioners reconvened at the hour of 10:00 o'clock A.M., with all members present: John H. Miller, Chairman; J. B. Gray and Harry L. Hopkins, members. Andy Stokes, County Clerk.

Chairman Miller presiding, the following business was transacted.

Reading of the minutes of the previous meeting was dispensed with and there being no objection to the same they were ordered to stand approved.

Motion by Commissioner Hopkins, seconded by Commissioner Gray, that the following Certificates of Error and Certificates of re-assessment, be and the same are hereby ordered cancelled for the reason that said certificates were held in abeyance for sixty days in order that payment of taxes might be made, and said payment was not made.

Wertzberger Derrick Company
J. C. Freed
C. I. Jones & James Cherry
C. I. Jones

Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

Motion by Commissioner Hopkins, seconded by Commissioner Gray, that the following contract be entered into with the Foster Construction Company, Inc. Upon roll call, the following vote was taken: Miller, Yes; Gray, Yes; Hopkins, Yes. Motion carried.

C O N T R A C T

THIS AGREEMENT made the 9 day of September 1937 by and between Foster Construction Company, Inc. of Tulsa, Oklahoma, party of the first part, (hereinafter designated the contractor) and Tulsa County, Oklahoma, through its Board of County Commissioners (hereinafter designated the Board).

WITNESSETH, That the Contractor in consideration of the agreements herein made by the Board, agrees with the Board as follows:

Article 1. The contractor shall and will provide all the materials and perform all the work for the construction of One Story, Rock Schoolhouse in Section Seven (7), Township Sixteen (16) North, Range Fourteen (14) East, Tulsa County, Oklahoma, said work hereinafter designated as "the work", "the job", "the building", or "the structure", as shown on the drawings and described in the specifications prepared by Tulsa County Engineer's Office, which drawings, specifications and notice to contractor, are on file in the office of the Tulsa County Clerk, and become hereby a part of the contract the same as if attached hereto or fully repeated herein.

Article 2. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction and supervision of Tulsa County Engineer or his representative, and that their decision as to the true construction and meaning of said drawings shall be final and binding upon all parties hereto.

Article 3. The Contractor shall provide sufficient, safe and proper facilities at all time for the inspection of the Tulsa County Engineer or his representative; shall within twenty-four hours after receiving written notices from the County Engineer to that effect, proceed to remove from the grounds or the building all materials condemned by them, whether such materials are worked or unworked, and take down all portions of the work which the County Engineer shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work and materials damaged or destroyed thereby.