

under which he is willing to do this work. His services have been very satisfactory in the work of grading the Sand Springs-Osage Junction road, and I respectfully ask that you examine the attached contract and agreement, and if the same meets your favor, it is recommended that you enter into such contract.

Very respectfully,

Dan W. Patton, County Engineer.
16 day of April, 1923.

RESOLUTION.

At a meeting of the Board of County Commissioners of Tulsa County, held on the 16th. day of April, 1923, F.M. Wooden, introduced the following resolution, and the same was seconded by Ira Short, Upon roll call the Chairman declared the resolution duly carried.

THE RESOLUTION:

WHEREAS, on the 4th. day of April, 1923, this Board in session instructed the County Engineer to proceed with the surveys, plans and estimates for the construction of Section "Q1" and Miles "1a" and "2a" of Section "Q", authorizing said Engineer to proceed with the construction thereof. Said Engineer has recommended to this Board that the work of grading be commenced at once.

NOW, THEREFORE, Be it resolved that the Chairman of this Board be authorized to enter into an employment contract with John Cronin, to do the said work of grading etc., the conditions and terms of said contract to meet the approval of this Board.

Passed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS,

ATTEST: O.G. WEAVER, County Clerk.

By Geo. E. Gilmore, Chairman.

EMPLOYMENT CONTRACT AND AGREEMENT.

THIS CONTRACT AND AGREEMENT, Made this 16 day of April, 1923 by and between Tulsa County, State of Oklahoma, party of the first part, (through its Board of County Commissioners) and JOHN CRONIN, party of the second part.

WITNESSETH: That for and in consideration of the covenants and agreements hereinafter contained, party of the first part employs the second party, including his teams, grading and other equipment for the purpose of doing all the grading necessary in the improvement of Section "Q1" and Miles "1a" and "2a" of Section "Q" of Tulsa County State Highway, such grading to be done strictly in accordance with the plans and profiles and to the cross section and finish stakes of the County Engineer, and completed in every detail and particular to the acceptance of the Board of County Commissioners and the County Engineer; payment for the same to be made as follows:

Second party is to furnish and maintain all equipment and such number of men and teams as are necessary to properly carry on the said work, and on the 10th. and 25th. of each month so long as this contract remains in effect, the second party shall submit payrolls showing the number of men and teams employed, to be paid for at the following prices, to-wit:

For the services of the second party	150.00 per mo.
For each team and one man	7.00 per day
Single hand labor	3.00 per day.
Extra Horse (Or mule)	2.00 per day.
Second party's Foreman	4.00 per day

All powder and dynamite to be furnished by the first party. Party of second part guarantees to the first party that in consideration of the above prices being paid to him for the performance of the work to be done and as contemplated in this agreement, that the same will not exceed the following prices per cubic yard of materials moved, based on the cross-section quantities of the County Engineer, and that in event the payrolls based on the above schedules of prices should exceed the following unit prices, then and in such event the unit prices as follows, shall govern:

Earth Excavation	.32¢ Per C.Y.
Earth Borrow	.32¢ Per C.Y.
Loose Rock	.80¢ Per C.Y.
Solid Rock	1.75 Per C.Y.
Overhaul (For each station yard hauled beyond 500 foot free haul*)	.05¢ Per C.Y.

The Dynamite and Powder, fuses, etc., to be charged against the job No. as set out above, and when such team time, labor time, foreman and second party's wages, including dynamite, powder, etc., exceeds the cost of the quantities moved based on the above unit prices, then and in such event this contract shall be reconciled in accordance with the unit item prices and the work completed in accordance with such unit item prices.

The Party of the first part is to pay all the expense of moving and re-building fences, and for such other work of a similar or other nature, which may be ordered by the County Engineer as Force Account or Extra Work, and not a part of the grading, at actual cost, and the second party is to keep a separate account of such extra or force account work, reporting the same separately on his time reports, and this cost if any shall not enter into any consideration that may arise hereafter in adjustment between day labor work as first provided in this agreement and in unit item cost work provided for in event such latter provision becomes the basis of settlement.

The second party agrees to hold the first party free and harmless from all damages of whatsoever nature or kind, which might or may be caused by reason of the construction work contemplated under this agreement, and to do all and every of the said work in a workmanlike manner and in every respect in accordance with the Standard Specifications, and to the stakes and lines of the County Engineer, and in event of the failure of the second party to properly perform the said work, or for other justifiable reasons as determined in the discretion of the Board of County Commissioners, this agreement may be cancelled by the said Board of Commissioners, otherwise, the same to remain in force and effect until the completion and acceptance of the work contemplated herein.

Signed the day and year first above set out.

BOARD OF COUNTY COMMISSIONERS TULSA COUNTY
OKLAHOMA.