

In the matter of the unpaid claims against GLENN POOL TOWNSHIP for construction work done under the supervision of A.C. Bancroft, the recommendation of the County Engineer and the Deputy State Examiner and Inspector presented to this Board be and the same is hereby adopted.

February 8th. 1924.

Dan W. Patton, County Engineer,
Court House.

Dear Sir:

I am herewith returning to your letter under date of November 24th. with the papers attached.

It appears from the statement made in your communication that in June 1923, several construction jobs were performed in Glenn Pool Township, and that your estimate of cost of each of such jobs was less than \$500.00, and that the work was done by Mr. A.C. Bancroft, and that the Township was to pay the cost of the material and labor and allow Mr. Bancroft 15% thereon as compensation for his services, and that warrants were drawn and delivered to Mr. Bancroft for labor and material used in each job plus 15% and that the said Bancroft failed to pay for material and labor, to the amount of \$748.40 and that persons unpaid are now asking the Board of County Commissioners, as the ex-officio Trustees of said Township to pay the unpaid claims.

I recommend that the matter be presented to the Board of County Commissioners, and that the said claimants named in your letter be requested to file itemized and sworn claims, and that upon the filing thereof, that the Board of County Commissioners disallow the same.

I am making the recommendation for the reason that I am unable to determine as to the liability of the County under the facts as presented. The construction work as set out in your communication was done under the day labor plan, and the legal question involved is this: "Was it the duty of your Department and the County Commissioners to pay the claimants direct, or was it the duty of your Department and the County Commissioners to pay Mr. Bancroft the total amount of the cost of the Construction".

If it was the duty of the Township authorities to pay the claimants direct, then, in all probability the Township is liable for the unpaid claims, otherwise, there would be no liability. I have concluded that this question should be determined by a proper action in Court.

EOC:W.

Very truly yours,
Ed. O. Cassidy, Dep. State E & I.

Motion was made by W.L. North, seconded by J.S. Shaver, that the Contract for the construction of certain bridges and culverts, as outlined in the following proposal be and the same is hereby awarded to E G FIKE & CO, they being the only bidder there for. Motion carried.

P R O P O S A L.

Hon. County Commissioners,
Tulsa County, Oklahoma,

Gentlemen:

The undersigned, proposes to furnish all materials labor and equipment, and to complete according to the plans and Oklahoma Standard Specifications and to the stakes and instructions of the County Engineer, the following work at the unit item prices herein set out:

AT 41ST. & LEWIS AVE.

19 Ft. Extension to existing opening.

1:2:3 Concrete	3.5 Cubic Yards	@ \$24.00 per C.Y.	84.00
1:2:4 Concrete	13.0 Cubic Yards	@ \$23.00 per C.Y.	299.00
Reinfcg. Steel	1700.0 Pounds	@ .06½ per Lb.	110.50
		Amount	<u>\$493.50</u>

28 FT X 4 X 4 Conc. Br.

1:2:3 Concrete	8.0 Cubic Yards	@ \$24.00 per C.Y.	192.00
1:2:4 Concrete	16.0 Cubic Yards	@ \$23.00 per C.Y.	368.00
Reinfcg. Steel	2100.0 Pounds	@ .06½ Per Lb.	136.50
		Amount	<u>696.50</u>

BETWEEN SEC. 20 & 29 T 21, R. 14.

10X4X20 & 9X3.5 X 20 Bridge.

1:2:3 Concrete	15.0 Cubic Yards	@ \$23.50 per C.Y.	352.50
1:2:4 Concrete	25.0 Cubic Yards	@ 22.50 per C.Y.	562.50
Reinfcg. Steel	4200. Pounds	.06½ per Lb.	273.00
3½" Pipe H.R.	46. Linear Ft.	.75¢ per L.F.	34.50
		Amount	<u>1222.50</u>

1:2:3 Concrete	11.0 Cubic Yards	@ \$23.50 per C.Y.	258.50
1:2:4 Concrete	22.0 Cubic Yards	@ \$22.50 per C.Y.	495.00
Reinfcg. Steel	3600. Pounds	@ .06½ per Lb.	234.00
3½" Pipe H.R.	38.0 Linear Feet	@ .75¢ per L.F.	28.50
		Amount	<u>1016.00</u>

If awarded the contract we agree to immediately enter into contract, completing the said work within 10 days from this date, furnishing satisfactory surety Company Bond amounting to 100% of the contract price. Certified Check (Bidders Bond) amounting