

This specific Agreement is made, however, for the following described location;

"Beginning at the City Limits of Tulsa on the north line of the NE¹/₄ of Section Three (3), Township Nineteen (19) North, Range Twelve (12) East, and extending west along the north line of Section 3, Section 4 and Section 5 to approximately the Northeast (NE) corner of Lot 4, Sec. 5, T. 19 N. R. 12 E., the same being the Tulsa-Osage County Line Highway."

with the privilege, however, to apply to other sections of the County Highways when mutually agreed upon, as above provided, and for and in consideration of the furnishing of all labor tools and equipment and the satisfactory performance of the said work; the payment of all labor and material bills, etc., the following prices according to the optional schedule herein contained, will be paid to the second party, viz, to-wit;

Earth Excavation,	@ 0.25	¢ Per C.Y.
Earth Borrow	@ 0.25	¢ Per C.Y.
Loose Rock Excav	@ 0.75	¢ Per, C.Y.
Solid Rock Excav.	@ 1.50	¢ Per C.Y.

Force Account or Extra Work, only when ordered in writing by the Engineer, at actual cost, plus Fifteen (15%) Percent.

Or in lieu of the above, first party may at its own option, pay for such work of grading and furnishing of all necessary tools, equipment, teams and labor, at the following per diem prices, based on Eight (8) hours service: as constituting a day's work, viz, to-wit;

Team and Driver,	Per Day	\$6.00
Three up & Driver	" "	\$7.50
Four up & Driver	" "	\$9.00
Single Labor,	" "	\$3.00

Or to be more specific, there may be paid for each horse or mule for Eight (8) hours service per day the sum of \$1.50 and for each laborer for Eight (8) hours service per day, the sum of \$3.00.

For Foreman per Eight (8) hour day, the sum of \$4.00.

Provided, however, that in the payment of the latter schedule of prices, the gross aggregate shall not exceed the cost as scheduled by the Cubic Yard, and estimates of yardage so moved shall be frequently enough made by the County Engineer to determine yardage cost, based on the per diem allowance as herein provided for, and the second party shall be held responsible and payments may be withheld until the said work is advanced so as not to show an overrun, as provided under the yardage basis.

Second party shall hold first party free of and from all or any damages, payment for labor, feed, material or bill of any other nature, and provided further, that the first party may terminate this employment Contract for any reasons it may so elect at any time whatsoever, and second party hereby so agrees.

The said work shall begin when notified by the County Engineer to begin and shall be prosecuted and carried forward under said County Engineer's direction, and completed on or before the first day of June, 1929.

Second party shall carry Employer's Liability Insurance as provided by law, and shall indemnify the County with a Surety Company Bond in the estimated amount of the cost of this assignment of work given under this Employment Contract when so directed by the party of the first part; the estimated cost of this assignment of work being _____ (\$____) Dollars.

To all of which the parties hereto do hereby agree.

Signed this 15 day of February, 1929.

BOARD OF COUNTY COMMISSIONERS,
By W. W. Stuckey, Chairman,
Party of the first part.

Attest; O. G. Weaver, County Clerk. (SEAL) Mrs. Jake Cornin,
Party of the second part.

Nothing further to come before the meeting, same is hereby adjourned until Monday March 25th, 1929.

ATTEST; O. G. Weaver, County Clerk.
By W. Jones Deputy.

APPROVED

W. W. Stuckey
Chairman.