

- - - C O N T R A C T - - -

THIS AGREEMENT, made this 27th day of January, A. D. 1919, between, TULSA COUNTY, STATE OF OKLAHOMA, by its Board of County Commissioners, hereinafter called the party of the first part, and FROEBE GRAY CONSTRUCTION COMPANY OF MUSKOGEE, OKLAHOMA, a (corporation) (firm) or (individual) its successors and assigns, his, her their heirs, administrators, executors, party of the second part, hereinafter called the Contractor.

WITNESSETH, That the Contractor for and in consideration of the payment or payments herein specified, and agreed to by the party of the first part, hereby covenants and agrees to furnish all equipment, teams and labor, and do and perform all work in the improvement by bringing to grade, in accordance with the plans, profiles, specifications, etc., certain highways in Tulsa County, State of Oklahoma, being approximately Eighteen (18) miles in length, at the unit price bid by the Contractor for the respective estimated quantities, aggregating approximately, Twenty Seven Thousand Dollars (\$27,000.00), and such other items as are mentioned in the Contractor's original proposal, specifications, etc., which proposal and prices named, together with the foregoing specifications are made a part of this contract and accepted as such, and also the plans and profiles of the roadway as prepared and approved which plans and profiles are also agreed by each party as being a part hereof, the said roadway being situated as follows:-

Miles 1 to four inclusive of section K.

Miles four, five and six inclusive of section L.

Miles one to Six inclusive of Section Y.

Miles one to five inclusive of section N, as shown on the officially designated state road map filed with the Oklahoma Department of Highways, filed by the County Commissioners of Tulsa County, Oklahoma.

The contractor covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner, in strict and entire conformity, in every respect with said specifications and plans, and shall be subject to the inspection and approval of the Engineer in charge of said work or his duly authorized assistants, and agrees to all the terms and conditions as in the herein attached specifications are imposed.

The contractor further covenants and agrees that all and every of the said work and labor shall be done and performed, in every respect to the satisfaction and approval of the Engineer as aforesaid, on or before JULY 1st, 1919, after written notice has been given by the engineer to begin work. It is expressly agreed and understood that in case of the failure on the part of the contractor, for any reason, except with the written consent of the Board of County Commissioners, to satisfactorily complete the said work on or before the first (1st) of July, 1919, the party of the first part shall have the right to deduct from any moneys due, or which may become due the contractor, or if no moneys shall be due, the party of the first part shall have the right to recover the amount of Twenty Five (\$25.00) Dollars, per day for each and every day elapsing, between the time stipulated for the completion and the actual date of completion, in accordance with the terms hereof; said deductions to be made, or said sum recovered, not as a penalty but as liquidated damages. Provided, however, that, upon receipt of the written notice from the Contractor, of existences of causes over which the contractor has no control, and which must delay the completion of the said work. The Board of County Commissioners may in their discretion, extend the period hereinbefore specified, for the completion of the said work, and in such case the contractor shall become responsible and liable for said liquidated damages for delays commencing with the date on which extended period shall expire.

It is distinctly understood and agreed that no claims for extra work or materials not specifically herein provided, done or furnished by the contractor, will be allowed by the Board of County Commissioners, nor shall the contractor do any work or furnish any materials, not covered by these specifications and contract, unless such work is ordered in writing by the Engineer. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that may be given by the Engineer, or his authorized assistants, not will the party of first part be liable for any materials furnished or used for any work or labor done, unless said materials, work or labor are required by the contractor furnished on written order by the said Engineer. Any such work or materials furnished shall be at contractor's own risk, cost and expense, and hereby covenants and agrees that without such written order he shall make no claim for compensation for work or materials so done or furnished.

In case any question or dispute arises between the parties hereto respecting any matter in question pertaining to the contract, or any part thereof, said question or disputes shall be referred to the state Engineer of Oklahoma, who shall select two disinterested and experienced Engineers, who shall serve with the Engineer in charge of the said work, and the three, acting as a Board of Arbitration shall decide the matter in question, and their decision shall be final and binding and conclusive on all parties, without exception or appeal; and all right or rights of any action in law, or in equity, under and by virtue of this contract, and all matters connected with it and relative thereto are hereby expressly waived by the Contractor.

The Contractor hereby further agrees to receive the following prices as compensation for all work and labor which may be required in the prosecution and completion of the whole work to be done under this contract or agreement, and in all respects to complete the said contract to the satisfaction of the Board of County Commissioners, and the Engineer having charge of the work.