

etc., certain highways in Tulsa County, State of Oklahoma, being approximately fifteen miles in length, at a unit price bid by the Contractor for the respective estimated quantities, aggregating approximately Thirty Four Thousand Five Hundred (\$34,500.00) dollars, and such other items as are mentioned in the contractors original proposal, specifications, etc., which proposal and prices are 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 road way as prepared and approved, which plans and profiles are also agreed by each party as being a part hereof, the said road way being situated as follows.

Sections H - D and miles one and two of Section A 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 labor shall be done and performed in the best and most workmanlike manner, in strict and entire conformity in every respect with the 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, aforesaid, on or before July 1st, 1919, after written notice has been given by the Engineer to begin work. It is expressly understood and agreed 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 July 1st, 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 money 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 the completion in accordance with the terms hereof, said deductions to be made or said sums to be recovered, not as a penalty but as liquidated damages. Provided, however, that upon receipt of the written notice from the Contractor if existence of causes over which the Contractor has not control, and which must delay the completion of the 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 from the date on which the said extended period shall expire.

It is distinctly understood and agreed that no claim 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 material not covered by the 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 he may be given by the Engineer, or his assistants, nor will the party of the first part be liable for any materials furnished or used, or for any work or labor done, unless said materials, work or labor are required by the said Contractor on written order furnished by the said Engineer. Any such work or material furnished by the Contractor without such written notice first being given, shall be at the contractors own risk, cost and expense, and he hereby covenants and agrees that without such written order he will make no claim for compensation for work or materials so done or furnished.

In case and question or dispute arises between the parties hereto respecting any matter in question pertaining to this 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 proposed work, and the three acting as a Board of Arbitrations shall decide the matter in question, and their decision shall be final and binding and conclusive upon all parties without exception or appeal; and all right, or rights of any action at 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 agrees to receive the following prices as full 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 said contract to the satisfaction of the Board of County Commissioners, and the Engineer having charge of the said work.

earth
For each cubic yard of excavation the sum of thirty four (34¢) cents per C. Y.
For each cubic yard of Earth Borrow the sum of Thirty two (32¢) cents per C. Y.
For each cubic yard of loose rock excavation the sum of seventy five (75¢) per C. Y.
For each cubic yard of solid rock excavation the sum of One Dollar seventy Five Cents (\$1.75) per C. Y.
For each cubic yard of overhaul the sum of two cents (02¢) per C. Y.
Extra, or force account work ordered in writing by the Engineer,
to be done at actual cost, plus the sum of fifteen percent-----15%.

IN WITNESS WHEREOF, the chairman of the board of County Commissioners, by the Authority in his vested, has hereunto subscribed his name on behalf of said Tulsa County, attested by the signature of the County Clerk, and the Seal of Tulsa County affixed hereto, and the said FROEBE GRAY CONSTRUCTION COMPANY has hereto attached (his) (its) (name) (corporate seal) (duly attested by the signatures of its duly authorized officers) the day and year first written above.

TULSA COUNTY, STATE OF OKLAHOMA.

By. C. E. SUPPES. (Signed)
Chairman Board of County Commissioners.

Attest: Lewis Cline (signed)
County Clerk.

(SEAL)