

FROEBE GRAY CONSTRUCTION COMPANY.
contractor.

(SEAL)

By W. F. Froebe. (Signed)
Secretary and Treasurer.
M. N. Briscoe Pt.

Attest: W. F. Froebe (Signed)

C O N T R A C T B O N D.

KNOW ALL MEN BY THESE PRESENTS, that FROEBE GRAY CONSTRUCTION COMPANY, hereinafter called the principal, and the UNITED STATES FIDELITY AND GUARANTEE COMPANY, a corporation incorporated under the laws of the state of Maryland, hereinafter called the "surety" are held and firmly bound unto TULSA COUNTY, STATE OF OKLAHOMA, in the full and just sum of Thirty Four Thousand Five Hundred (\$34,500.00) Dollars, lawful money of the United States of America, to be paid to the said TULSA COUNTY to which payments well and truly to be made and done, we bind ourselves, our heirs, executors administrators and successors, jointly and severly and firmly by these presents. Sealed with our respective seals and dated this 27th day of January, A. D. 1919.

WHEREAS? the above bounder "Principal" has entered into a contract with the said TULSA COUNTY by and thru its chairman of the Board of County Commissioners, bearing the date of the 27th day of January, 1919, for the improvement of certain sections of highway in Tulsa County, State of Oklahoma, on the State Road System thereof, being approximately fifteen (15) miles in length, for approximately the sum of Thirtyn Four Thousand Five Hundred (\$34,500.00) dollars, the said highways being situated as follows:

Sections H - D and miles one and two fo section A as shown on the officially designated State Road Maps filed with the Oklahoma Department of Highways and filed by the County Commissioners of Tulsa County Oklahoma.

WHEREAS, it was one of the conditions of the award of the County Commissioners, acting for and on behalf of Tulsa County, pursuant to which said contract was entered into, that these presents should be executed.

NOW THEREFORE, The condition of the above obligation is such that if the above bounden principal as Contractor shall in all respects comply with the perms of this obligation and conditions of this contract, add his, their or its obligations thereunder including the specifications therein referred to and made a part here of and such alterations as may be made in said specifications therein provided for, and shall well and truly, and in a manner satisfactory to the Board of County Commissioners of Tulsa County complete the work contracted for, and shall save harmless Tulsa County from any expense incurred through the failure of the Contractor or his, their or its servants, or for any liability for payment of wages due or material furnished said contractor; and shall well and truly pay every person furnishing material or performing labor in and about the construction of said roadways, all and every sum or sums of money due him, them or any of them, for all such labor and material for which the contract or is liable.

AND FURTHER, said Contractor as "Principal" and his bondsman as "surety" hereby expressly bind themselves to save harmless Tulsa County from all suits, or actions at law to which the County of Tulsa may be made a party, or which may be brought directly against the said County, of every nature and description, for or on account of any injuries or damages received or sustained by any party or parties or by or from any acts of said Contractor, his servants or agents, in doing the work herein contracted for, or for negligence in guarding the same, and the Surety further guarantees the Contractor will pay for all work, labor, teams, teamsters, teams and wagons or equipment, rentals on equipment, and all materials used on the work.

AND ALSO, shall save and keep harmless Tulsa County against and from all losses to it from any cause whatsoever, including patents, trade mark, and copyright infringements, in the manner of constructing said roadway; then this obligation to be void, or otherwise to remain in full force and virtue.

Approved this 3rd day of
February, 1919.
(Signed) DAN W. PATTON.
County Engineer.

FROEBE GRAY CONSTRUCTION COMPANY.
Contractor as "Principal"

By W. F. Froebe (Signed)
Secretary and Treasurer.
M. N. BRISCOE, Pt. (Signed).

Attest: W. F. Froebe (Signed)
Secretary and Treasurer.

UNITED STATES FIDELITY AND GUARANTY COMPANY.
Surety Company.

Approved this 3rd day of
February, 1919.
(Signed) T. C. HUGHES.
Consulting Engineer.

By H. B. LAMBERT. (Signed)
Attorney in Fact.

Approved this 3rd day of February, 1919.
BOARD OF COUNTY COMMISSIONERS,
TULSA COUNTY, OKLAHOMA.

By C. E. Suppew (Signed)
Chairman.

Attest:
(Signed) LEWIS CLINE.
County Clerk, Tulsa County,
State of Oklahoma.