

Bond of Charles N. Burnett, is hereby released and replaced by a Surety Bond, and the Surety Bond is hereby ordered approved. Motion carried.

The following listed Bonds were approved:

D B Mondier.
Jno. F. Mullins.
Louis Masek
W L Cowart, Sr.
Jno. P. Boyd.
Art Stanton
Charles W. Burnett.
Erwin J. Jeter
O C Logan

Adjournment ordered until 1:30, P.M.

Meeting called to order by the Chairman, all members being present, and the matter of the opening of bids for the construction of cells in the Tulsa County Jail was the first considered. Two bids were offered, they being those of Southern Steel Company and PAULY JAIL COMPANY. The bid of the Southern Steel Company was \$11,600, while that of the PAULY JAIL COMPANY was in the amount of \$10,815. Accordingly, upon motion of W. L. North, which motion was seconded by J S Shaver, the award was given to the PAULY JAIL COMPANY. The contract entered into by the said Pauly Jail Company and the Board of County Commissioners is herewith given in detail:

C O N T R A C T.

THIS AGREEMENT, Made and entered into on this 19th. day of January, A.D. 1925, between the PAULY JAIL BUILDING COMPANY, OF ST LOUIS, MISSOURI, (a corporation duly organized under the laws of the State of Missouri, and having its principal place of doing business in the City of St. Louis, in said State, hereinafter designated as the "first party"), and the County of Tulsa in the State of Oklahoma by the Board of County Commissioners thereof (hereinafter designated as the "second party"),

WITNESSETH: That for the consideration hereinafter named and agreed to be paid to said first party by the said second party, the said first party agrees to manufacture deliver and erect in the Cell Room of the County Jail, or in a room of proper size in some other building to be provided by said second party, in the City of Tulsa in the aforesaid Tulsa County Oklahoma 5-tool proof Jail Cells, finished complete, ready for occupancy, including all the attachments and appurtenances thereunto belonging, in accordance with the Specifications therefor and to set up and fully complete the Cells specified therein, all of said Specifications now being on file in the office of the Co. Clerk of said County, and are hereby made a part hereof.

There will be a Three (3) Cell Side corridor job, and a Two (2) Cell Side Corridor Job.

The said first party further agrees to commence said work within a reasonable time after the date hereof, and have the same fully completed and deliver the same to said second party on or before the first day of May, A D 1925, provided, however, that in the event of delay in the final completion thereof, caused by strikes, riots, epidemics, the action of the elements, or by any other unforeseen or unusual difficulty casualty, or misfortune that may be encountered in the prosecution of the work, or resulting from circumstances beyond the control of the said first party, and by no fault of its own including unusual delay in the transportation of material therefor, such further time shall be allowed to said first party for the completion of said work as may be just, and not less than the amount of time lost by reason of such difficulties; and such allowance and extension of time shall in no manner affect the rights liabilities or obligations of the parties hereto but the same shall subsist, take effect and be enforceable precisely as if such allowance and extension of time had not been granted.

In consideration of the foregoing covenants and agreements being well and faithfully kept and performed by said first party, the said second party hereby agrees to pay said first party, or order, the sum of Ten Thousand Eight Hundred Fifteen and no/100 Dollars (\$10,815.00) in cash, as follows, to-wit: Five Thousand (\$5,000.00) Dollars to be paid when all the material is delivered on the ground and the balance Five Thousand Eight Hundred and Fifteen (\$5,815.00) Dollars, to be paid upon completion and acceptance of the work in strict accordance with the plans and specifications on file with the County Clerk. A Surety Bond in the full amount of this Contract will be filed with the County Clerk of Tulsa County within Two (2) weeks from this date.

It is hereby further agreed by and between the parties hereto as follows:

(1) Should any misunderstanding or disagreement arise between the parties hereto in relation to any part of the work or material provided for or embraced under the terms of this agreement, or in relation to any of the stipulations hereof, which cannot be settled between themselves, the matter in controversy shall be referred to two disinterested arbitrators (one of whom to be chosen by each of the parties hereto), and in case of disagreement between said two arbitrators, they shall jointly choose a third, and their decision in the matter shall be final and binding on both parties hereto; the expense of such arbitration to be borne equally by both parties hereto.