

the parties hereto that the sum to be paid by the party of the first part to party of the second part for said work and materials shall be Sixty-Two Thousand, One hundred eighty-one (\$62,181.00) Dollars, subject to additions and deductions as hereinbefore provided, and that such sum shall be paid at the times and in the manner following, to-wit: ninety per-cent (90%) of the value of labor and materials delivered on the grounds, properly housed and protected, will be paid each month as nearly as the progress of the work will justify.

The final payment shall be made within thirty (30) days after this contract is fulfilled. All payments shall be made upon written certification of the local architect to the effect that such payments have become due.

Ninth. It is further agreed that party of the second part shall make and execute a Bond to the State of Kansas for the use of all persons in whose favor liens might accrue, by virtue of the laws of the State of Kansas, which provide for liens of mechanics, material, men and others conditioned for the payment of all claims which might be the basis of liens, which Bonds shall be in the sum of not less than the contract price, and with good and sufficient sureties, whose qualification shall be verified as provided by Section 723 of the Code of Civil Procedure, which Bond shall be filed with the Clerk of the District Court of Douglas County, Kansas, before the commencement of the erection of said building.

Tenth. Party of the second part further agrees to be responsible for all violations of law caused by obstructing streets or side-walks and to protect the work and men, and comply with all city ordinances, take out and pay for all necessary licenses and permits, make good any damage to adjoining property, erect proper barricades and keep lights at night on all obstructions in the streets. Party of the second part shall hold Douglas County and the city of Lawrence harmless for any