

and to take down the portions of the work which the local Architects may, by like written notice, condemn as unsound and improper, or in any way failing to conform to the plans, drafts, specifications and explanations here-in-before referred to.

Seventh.

Explanations.

The Architects shall furnish said party of the second part such further drawings and plans as may be necessary to detail and illustrate the work to be done, and said party of the first part shall conform to the same as part of this contract, so far as they may be consistent with the original drawings and specifications above referred to. It is mutually agreed and understood that all plans, drafts, specifications and explanations are, and shall remain, the property of the said party of the second part.

Eighth.

Bonds.

It is further agreed that said party of the first shall make and execute a bond with good and sufficient sureties to the state of Kansas, in the sum of not less than twenty-two thousand nine hundred forty four (\$22,944) dollars conditioned that said contractor shall pay all indebtedness incurred for labor and material furnished in the construction of said building. Party of the first part further agrees to give bond to the said party of the second part in the sum of not less than forty-five thousand eight hundred eighty-eight dollars, with two or more sufficient securities, conditioned for the faithful performance of the contract. Said bonds to be subject to the approval of the said second party.

Ninth.

Acceptance.

It is further mutually agreed between the parties hereto that no certificate given, or payment made, under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials.

Tenth.

Work Undescribed.

That all the works described or referred to in the annexed specifications and explanations are to be executed by said party of the first part, whether or not said works are illustrated by the aforesaid plans or drafts; and that said party of the first part is to execute all works shown by said plans and drafts, whether or not said works are described or referred to in said specifications or explanations.

Eleventh.

Work not Included.

It is further mutually understood and agreed between the said parties that this contract does not include any plumbing,