

Saturday, September 27, 1913 Continued.

and all measurements of material shall be by volume.

7. That the parties of the second part shall keep the road opened to traffic while the work is in progress, except when the parties of the second part are pouring concrete, and shall take precautions to prevent accidents in the day time, and at night by using guard rails and lights.

8. That the work shall at all times be open to the inspection of the Board of County Commissioners of Douglas County, Kansas and the County Engineer of said County.

9. That no change in the system of reinforcements shall be permitted except by the written consent of the County Engineer of Douglas County.

10. That when the forms are removed, the walls shall be smoothed and all holes shall be filled with mortar of the same proportions of cement and sand as that used in the wall.

11. That after smoothing, all walls shall be washed over with cement and water mixed to the consistency of ordinary paint.

In consideration of which, the said parties of the first part hereby covenant, promise and agree to pay or cause to be paid to the parties of the second part, or their legal representatives, the sum of twelve hundred and five dollars (\$1205.00) for the construction and erection of the said culvert, according to the above specifications and the attached plans and drafts, to be paid to parties of the second part, after the said culvert is completed and accepted by the Board of County Commissioners of Douglas County and the County Engineer of said county.

It is further understood that if any royalties are demanded for any of the reinforcement specified that same will be taken care of by the Parties of the first part.

In witness whereof, the said parties have hereunto set their hands the day and year first above written.

Board of Commissioners of Douglas County, Kansas, by
 (Signed) Gus H. Brune, Chairman
 J. L. Walton

Parties of the first part.

Board adjourned to Oct. 1, 1913. Graeber Bros
 Attest: Norman Graeber by Carl Graeber, Member of firm.
County Clerk.

Parties of the second part.