

of all the bidders for construction and improvement of said road in said Township, and

Whereas, the said party of the first part found, and does now find, that said proposal and bid of said party of the second part was, and is the lowest responsible proposal and bid for the construction and improvement of said road in said Township as aforesaid, and awarded and does now award to said party of the second part the contract for the improvement of said road as aforesaid, at and for the said above set out sum and price named in said proposal and bid.

Now, therefore, in consideration of the said sum of \$5,785.<sup>00</sup>

to be paid to the said party of the second part in all respects according to law out of the proper fund or funds therefor appropriated for the improvement of said road in said Township in Vermillion County, Indiana, said party of the second part expressly promises and agrees to construct said road in said Township in all respects in strict accordance with the said profile, plans and specifications which said profile, plans and specifications are hereby made a part of this contract as fully as if herein set out under the supervision of the said party of the first part, its engineer and superintendent or superintendents.

Said party of the second part further agrees, at his own proper costs and expense, to furnish and pay for all labor, materials, tools, appliances, and everything else necessary to construct said repairs according to said profile, plans and specifications; and said party of the second part further agrees to hold said party of the first part harmless on account of any and all damages accruing to any person, firm or corporation during the progress of said work and improvement on account of labor, materials, or anything else done or furnished and on account of damages and injury accruing during the progress of said work and improvement.

The right is reserved by the party of the first part to withhold a sum out of said contract price in addition to the 20% hereafter named, sufficient to meet all claims filed with first party for labor done and materials furnished on account of said improvement, by laborers and material men and also to withhold a sum sufficient in addition to that named above to meet all claims of sub-contractors filed with first party on account of said improvement. Said claims to be presented and filed within thirty (30) days after the labor and materials are furnished.

It is further expressly agreed that the said work and construction of said road shall at all times be under the supervision of such Superintendent as said party of the first part may appoint; that all work done shall be according to the orders and directions of said superintendent or superintendents in so far as