

## GENERAL PROVISIONS.

15- SCOPE OF WORK.

The Contractor shall perform all the work and furnish all the labor, as well as all material and equipment, in accordance with the plans, specifications, and instructions of the Engineer and contract. The contractor shall not deviate in any way from the plans, specifications, or contract in any way without authority from the Engineer, or the Board of Commissioners, and any such authorized changes must be in writing.

16- INTERPRETATION.

All plans are to be interpreted by the figured dimensions shown thereon, and failure of the contractor to understand any clauses of the specifications, or any part of the plans, profiles, etc., the explanation of the Engineer shall in all cases govern.

17- SPECIAL WORK.

All work ordered by the Engineer not specifically provided for and upon which no unit price has been included in the contract shall be known as "Force Account" or "Special Work", and shall be done by the contractor when so ordered by the Engineer in writing, and shall be paid for at actual cost plus the Contractor's bid for percentage work, which provision has been made for herein.

18- ALTERATION OF WORK.

The right is hereby expressly reserved to the Engineer to make all reasonable changes in the plans, grades, width of roadway, structures, or the character of the work within reasonable limits, when in his discretion the same may be of advantage to the proper construction of the work contemplated to be done under these specifications.

19- UNAUTHORIZED WORK.

No payment will be made the Contractor for work done which is not specifically provided for herein, unless he has been authorized in writing to perform the same, such authority having been given by the Engineer.

20 - PROGRESS OF THE WORK.

The contractor shall begin construction within 15 days from the date of the execution of the contract and shall use all means, methods, etc., to diligently prosecute the work to completion. He shall be required to complete the entire work to the satisfaction and acceptance of the Engineer on or before July first (1st), 1919.

21- WORKMEN AND EQUIPMENT.

The Contractor shall use such equipment as is modern, and shall use skilled labor whenever the same is required to properly obtain the result necessary to insure first class work in every detail.

22- CO-OPERATION OF THE CONTRACTOR.

The Contractor shall keep upon the works, a copy of the plans and specifications, and shall familiarize himself with all the clauses and parts thereof, which shall also apply to his foremen, and in the absence of the Contractor, his authorized representatives upon the works, shall receive and obey orders and instructions given by the engineer, or his authorized assistants.

23 - PUBLIC SAFETY.

The contractor shall use all possible care to protect the property and life of persons. He shall maintain proper barricades, danger signs, etc., and shall use the greatest of precaution in his use of explosives. He shall be responsible for all the damages to properties of others, or for any injury to others caused by any negligent act of his employees, and in no case shall the County be liable for any damages whatsoever caused by the contractor.

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Where the roadway is closed to traffic, the contractor shall provide at his expense, a satisfactory detouring roadway for travel, such detouring roadway to be approved by the Engineer.

24- FINAL ACCEPTANCE.

The Contractor shall not open any portion of the work to the use of the public for travel, which has been ordered closed for construction purposes, until such portion of the same has been finally accepted by the Engineer. The Contractor shall be responsible for all damages to the work, whether caused by the forces of his own organizations, trespassers, the acts of the elements or otherwise, until the same has been received and written acceptance given to the Contractor by the Engineer.

25- LINES OF GRADES? ETC..

All lines, grades, and measurements, and the setting of all stakes will be by the Engineer, or his authorized representative, and the Contractor shall see that such stakes are properly preserved. The contractor shall furnish such helpers as the Engineer may require in making such surveys, setting of stakes, and cross-section stakes, and when ever it is necessary to restake any portion of the work, caused by the contractors forces having destroyed or molested such previously set stakes, the cost of the same may in the discretion of the Engineer be charged against the Contractor, and deducted from final payment,

26- CROSS SECTION OF ROADWAY.

The roadway shall be constructed according to the cross-sections and typical plans, and shall only be changed when drainage or other conditions made it necessary or when as ordered by the engineer.

27- AUTHORITY OF ASSISTANTS.

Authorized assistants and inspectors, working under the Engineer, shall at all times have free access to any part of the work, for the purpose of seeing that all work and material is in conformity with the specifications and plans, and shall have authority when so directed by the Engineer to give orders and instructions to the Contractor.