

28- DISPUTES.

In all cases of disputes arising between the contractor and the authorized representatives of the Engineer, the matter in question shall be adjudicated by the Engineer, and his decision shall be final.

29- INSPECTION OF THE MATERIAL AND WORK.

The Contractor shall use no materials, or start any method of work, until the same has been thoroughly inspected and approved by the Engineer.

30- DEFECTIVE MATERIALS AND WORK.

No defective material will be permitted in any portion of the work, and material rejected by the inspector or Engineer shall be removed from off the site of the work, and any defective work showing up in connection with the contract, shall be torn up and removed and satisfactory replacement made.

31- FINAL CLEANING UP.

Before any portion of the work is to be considered ready for the engineer, to pass upon for acceptance, the contractor shall have removed all of the temporary structures, and excess material leaving the same in a clean appearance so that all parts of the same may be thoroughly inspected to the entire satisfaction of the Engineer. Written acceptance will be withheld until this has been accomplished, and no final acceptance will be considered as binding except when given in writing by the Engineer, specifically setting out such part of the work as accepted by the Engineer.

32- SUSPENSION OF WORK.

The Board of Commissioners shall have the authority to suspend the work and annul the contract whenever it has been proven that the contractor is unable to carry out the provisions of his contract, and for the violation of the terms of this contract such contract may be annulled, and in the event that such procedure becomes necessary, the contractor shall only receive remuneration for the actual amount of work done by him up to the time of the notice of the cancellation of his contract., less any damages which the county may have sustained by reason of the failure of the contractor and such estimated damages, if any, shall be withheld, from the contractor in making final settlement with him.

33- FAILURE TO COMPLETE WORK ON TIME.

For each working day that any work shall remain uncompleted, after the time specified in the proposal and contract and allowed by the engineer for the completion of the work provided in these plans, specifications and contracts, the sum per day given in the following schedule, unless otherwise specified in the proposal, shall be deducted from the moneys due the Contractor, not as a penalty but as liquidated damages.

	AMOUNT OF CONTRACT.	AMOUNT OF LIQUIDATED DAMAGES? PER DAY.
More Than	\$5,000.00 and less -----	\$ 10.00
	\$5,000.00 and less than \$10,000.00--	15.00
	\$10,000.00 and less than \$20,000.00--	20.00
	\$20,000.00 and less than \$50,000.00--	25.00
	\$50,000.00 or more -----	30.00

Provided however, that the time limit shall be extended for all causes beyond Contractors control, such as strikes, the action of the elements, national disturbance or war time conditions prohibiting the delivery of materials or the employing of labor, in which such delays shall be carefully determined and agreed upon by and between the Board of Commissioners, the Engineer and the Contractor, and the time for the completion of the contract advanced, equal to the number of days caused by such unavoidable delays.

34- MEASUREMENT OF QUANTITIES.

All measurements of quantities shall be made by the Engineer in accordance with the provisions, made in the specifications for the particular quantity of work, and shall include only such work as is incorporated in the work and as received and accepted by the engineer.

35. MONTHLY PAYMENTS.

Payments may be made upon monthly estimates as prepared by the engineer, for all work done by the contractor during the previous month, and such estimates to be paid by the Board of County Commissioners, at their next regular meeting after the month in which such estimate is intended to cover work performed by the Contractor, except that the Board of County Commissioners shall withhold from the payment Fifteen (15%) per cent of the amount of such estimate until the final completion and acceptance of the work, provided, however, that when any one mile has been accepted as complete, payment may be made in full for such mile, when such estimate has been approved for such purpose by the Engineer.

36. FINAL PAYMENT.

Upon completion of the work contracted for, and the acceptance of the same, final payment will be made the contractor for all moneys due him.

GRADING SPECIFICATIONS.

37- CLEANING AND CURBING.

The Contractor shall clean the entire area of the highway of all brush, weeds, dead trees, stumps and other objectionable matter. He shall remove all fencing that may be in the way of any grading, laying or piling the same away from such point or points interfering with the grading. The Contractor shall not molest any live trees which in the opinion of the Engineer should be left within the area of the right of way.

(a) The contractor shall carefully cut out all branches of trees hanging within fifteen feet (15') of the ground ~~within~~ over any part of the road way.

(B) All roots and stumps within the line of the road way shall be grubbed and excavated to a depth of at least 12" (Twelve inches) below the subgrade. Whenever such excavation shall have been made a sufficient amount of suitable material