

16. INTERPRETATION. All plans are to be interpreted by the figured dimensions shown thereon, and failure of the Contractor to understand and 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 in writing by the Engineer, and shall be paid for at actual cost, plus the contractors bid for percentage work, which provision has been made for herein.

18. ALTERATION WORK. The right is hereby expressly reserved to the Engineer to make all reasonable changes in the planes, grades, widths of roadway, structures or 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 of the work within Fifteen (15) days from the date of the execution of this 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 satisfactory acceptance of the Engineer on or before July 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 representative upon the works, shall receive and obey instructions and orders 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., He shall place in conspicuous places all warning and detour signs, and shall use the greatest precaution in the use of explosives. He shall be responsible for all damages to the properties of others or for any injuries 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.

23 "a". Where the roadway is to be 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 force of his own organizations, trespassers, the acts of the elements or otherwise until the same has been received in written acceptance given to the Contractor by the Engineer.

25. LINES, GRADES, ETC. All lines grades, and measurements, and the setting of all stakes will be by the Engineer, or his authorized representatives, and the contractor shall see that such stakes are properly preserved. The contractor shall furnish such helpers as the engineer may require in the making of such surveys, setting of grades and cross section stakes, and whenever it is necessary to restake any portion of the same, caused by the Contractors forces having been destroyed or molested such previously set stakes, the cost of the same may in the discretion of the Engineer be charges against the Contractor, and deducted from the final payment.

26. CROSS SECTION OF ROADWAY. The roadway shall be constructed according to the cross sections and typical plans, and shall only be changes when drainage or other conditions make 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, in conformity with the specifications and plans, and shall have the authority when so directed by the Engineer, to give orders and instructions to the contractor which shall have the same force and effect as when given by the ENGINEER.

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 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 materials will be permitted in any portion of the work, and the material rejected by the inspector or engineer will be removed from off the site of the work, and any defective work showing up in the 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 by the Engineer to pass on for acceptance, the contractor shall have removed all 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.