

specifically setting out such part of the work as accepted by the Engineer.

32. SUSPENSION OF WORK. The Board of Commissioners shall have 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 the contract, and for the violation of the terms of the contract, such contract may be annulled, and in the event such procedure becomes necessary, the Contractor shall only receive remuneration for only the actual amount of work done by him, up to the time of the notice of the cancellation of the 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.

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 completion of the work provided in the plans, specifications and contract, 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.
\$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 and more	30.00

Provided however that the time limit shall be expended for all causes beyond the Contractors control, such as strikes, the action of the elements, national disturbances or war time conditions prohibiting the delivery of materials or the employing of labor, in which case such delays will be carefully determined and agreed upon by and between the Board of County 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 quality of work, and shall include only such work as incorporated in the work and as received by the Engineer.

35. MONTHLY PAYMENTS. Payments may be made on a monthly estimate, 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 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 Commissioners shall withhold from payment fifteen percent (15%) of the amount of such estimate until the final completion and acceptance of the work by the Engineer, provided however, that when one mile has been accepted as completed, 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. CLEARING AND GRUBBING. The contractor shall clear the entire area of the highway of all brush, weeds, dead trees, stumps, roots and other objectionable matter. He shall remove all fencing which may be in the way of any grading, laying or piling the same safely away from the 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 of the ground over any part of the roadway.
- (b) All roots and stumps within the line of the roadway, shall be grubbed and excavated to a depth of at least twelve inches (12") below the subgrade. Whenever such excavation shall have been made, a sufficient amount of suitable material shall be furnished, placed and compacted so as to make the surface conform to the required sub grade.
- (c) All objectionable material shall be burned, buried or otherwise disposed of without injury to the adjoining property.
- (d) Such clearing and grubbing shall be considered as manipulation, and shall not be paid for, same to be included in the price bid for grading.

38- EXCAVATION. Under this item the Contractor shall do all the excavation required for the construction of the road way and its connections, the placing and the compacting of the excavated materials, and the hauling of the whole roadwork surface of the highways, or as shown on the plans or directed by the Engineer. He shall grade the entire length of the roadway, ditches and side slopes to the required lines and grades; he shall grade public highway junctions as directed and remove spongy places, or unsatisfactory material from the subgrade or from the side of the new embankments to the depths directed; he shall remove all objectionable material from the entire highway, including clearing and grubbing. Sod removed from the Excavations shall be burned or disposed of satisfactorily, but shall not be used in the construction of embankments or shoulders.

- (a) All suitable materials from the excavation shall be used, so far as practicable, in making embankments, building up low places on the subgrade or shoulders, and such other places as directed. Surplus material shall be placed in embankments, shall also be used in extending the shoulders, or shall be deposited in spoil banks, as directed by the Engineer. All surplus material shall be removed and disposed of as directed by the Engineer. All surplus material shall be removed before the subgrade or shoulder rolling is completed, and before any pavement material is placed on the road way.
- (b) If there is not sufficient suitable material to complete the grading, and to bring the subgrade to height, the Contractor shall borrow additional material from the sides of the roadway or from the borrow pits, when notified by the engineer, so that the established grades for the road the embankments, etc., will be secure.