

the same do not conflict with said profile, plans and specifications; that upon the failure of the said party of the second part to observe the said orders and directions as to the kind or quality of the materials used or work done, said party of the second part on order from said superintendent or superintendents shall cease to use any materials or do any work objected to by said superintendent or superintendents until the difference between said party of the second part and said superintendent or superintendents shall have been adjusted to the entire satisfaction of said party of the first part, and all materials used or work done over the objection or contrary to the orders or directions of said superintendent or superintendents shall be so used or done at the sole expense of said party of the second part, and at no expense to said party of the first part, or to said County of Vermillion, and shall not be paid for by the party of the first part except in the event that said party of the first part shall decide and find that said objections, orders and directions of said superintendent or superintendents were unwarranted and contrary to said profile, plans and specifications, and that said materials used and work done were in accordance with said profile, plans and specifications.

It is further agreed that in case said second party shall do any part of said work as provided for by said plans and specifications against the orders of said superintendent, engineer or party of the first part, then the said first party shall estimate the contract price of such work as done, and shall not pay said second party for any work so done against the orders of said superintendent, engineer or party of the first part.

The contract price for said work shall be paid to said party of the second part as the work progresses on the proper filing of bills therefor, based upon estimates of the same made and endorsed by said engineer and approved by said party of the first part; provided, that said second party, in regard to the materials used and labor done up to the time of the making of each and every estimate, has fully complied with the said profile, plans and specifications, and provided that no payment shall be made by the party of the first part for more than eighty per cent (80%) of any estimate of said Engineer on work done by said party of the second part, and provided that said party of the second part shall at no time during the progress of said work and before its completion to the satisfaction and acceptance of said party of the first part receive more than eighty per cent (80%) of the total amount of all the estimates of said engineer on work done under this contract. But neither the payment of more than 80% of the work done, nor any payment or payments made by said party of the first part at any time, shall in any manner affect the liability of the said party of the second part, nor the liability of the sureties on the bond of said party of the second part.