

The estimated quantities for grading, curbing and paving are to be considered approximate and any deviation from the same shall not constitute any claim for compensation or change the agreement entered into relative to the work.

No material of any kind shall be used until it had been examined by the Engineer who shall have full power to condemn any work or material not in accordance with these plans and specifications, and to require the contractor to remove any work or material to the satisfaction of the Engineer and the decision of the Engineer shall be final as to the quality of the work and material.

All material necessary to be removed shall be taken up and immediately carted away from the line of work.

All necessary day and night guardsmen, barricades and lights shall be employed and erected by the contractor who hereby agrees to save the Corporation of Newport and the County of Vermillion harmless from all claims for damages to any person or persons, or to any property sustained through the neglect of said contractor, their agent or employees while the work progresses.

The contractor shall be required to preserve all stakes that may be set by the Engineer on the line of work, defining curb grades or street lines and if they fail to do so, they shall be charged for all time and expense that may be necessary to replace them by the Engineer; They shall be required to preserve all stone land marks that may have been placed upon the line of the street and shall in no case be permitted to interfere therewith; and if in the prosecution of the work it may be found necessary to remove such land marks, they shall immediately inform the Engineer of the fact and the Engineer shall attend to the removal thereof.

It is distinctly understood that the work shall be done under the direction and supervision of the County Surveyor, as Engineer and to the satisfaction of the Board of County Commissioners, and further failure of the contractor to comply with the directions given by the Engineer from time to time, or to prosecute and complete the work to the full intent and meaning of the terms of the contract and in accordance with the foregoing specifications, the Commissioners together with the Engineer reserve the right to declare the contract void, and to complete the work at the expense of said contractor.

The said contractor further agrees to pay in full all persons furnishing labor or material in or upon said improvement, here by contracted for, and the Board of County Commissioners have the right to retain and pay to such persons whose claims for such work remain unpaid, all or any part of the moneys to be paid by the County under the provisions of this contract, to such persons filing and proving their claim.

The Contractor shall have competent foreman, men who can read and understand the specifications and who, after reading the specifications will see that the same are strictly adhered to.

The contractor shall remove at his own expense any and all obstructions, whether old stone, brick or wooden culverts, concrete culverts, logs, cross walks, or refuse of any kind, that may be necessary to be taken out in order to construct the new work.

The decision of the Engineer as to the advisability of suspending operations on account of weather conditions shall be final.