

Final payment in full shall be made to said party of the second part when it has fully complied on its part with all the terms of this contract and with all the terms of its bond filed with its said bid and proposal to secure the performance of said contract and when the said party of the first part shall have accepted and received said road as completed.

It is expressly understood and agreed by and between the parties hereto that if at any time during the course of said work the said party of the first part decides and finds that said work is not being prosecuted with sufficient diligence, then, and in that event, said party of the first part may enter upon said work and employ labor and obtain material for the construction and completion of said work, and complete said work under the direction of said party of the first part without any interference by said party of the second part, or its agents, and the cost and expense of employing said labor and furnishing said materials shall be deducted from the contract price to be paid by said party of the first part to said party of the second part for said work, and said party of the first part shall be sole judge of the necessity of employing such labor and furnishing said material for the proper and expeditious carrying out of said contract.

Time is hereby agreed to be an essential element of this contract, and said party of the second part agrees to begin work hereunder within ten days from the date of this contract or within such other time as the party of the first part may hereafter by order fix, and to complete the same within Dec. 1, 1913 thereafter; and should said party of the second part fail to finish the work at or before the time herein agreed upon, it shall pay to said party of the first part the sum of Five Dollars per day for each and every day thereafter that said work shall remain unfinished as fixed and liquidated damages, and not as a penalty, and said party of the first part is hereby given the right to deduct said sum of Five dollars per day for each and every day after said time that said work shall remain unfinished, as aforesaid, from any money or monies then remaining unpaid to said party of the second part, provided, that should said party of the second part be obstructed or delayed in the prosecution or completion of said work by reason of unusual and unforeseen action of the elements, or by the abandonment of such work by the employees of said party of the second part through no fault or connivance of said party of the second part, then there shall be an allowance of additional time beyond the time hereinbefore fixed for the completion of said work, but no such allowance shall be made unless a claim therefor is presented