

Douglas County Republican, Lawrence

QUANTITIES: The quantities and the amount due the Contractor for work done under this contract, according to prices stated herein, shall be determined by the Engineer. This amount less any deductions that the Engineer is empowered or instructed to make under the terms of this contract and specifications shall in event of faithful performance and due acceptance of the work, constitute the whole amount due any Contractor under this contract, for which payment will be made as herein provided.

MATERIALS-WORKMANSHIP: The materials and workmanship used in this work herein contemplated, shall be subject to the inspection of the Engineer, and his decision as to what conforms to specifications shall be conclusive on all parties and all condemned materials shall be immediately removed from the vicinity of the work.

FAILURE OR Neglect of the Engineer to condemn or reject bad or inferior materials shall not be taken to imply acceptance, if it shall become evident before final acceptance by the Commissioners. The issuance of final payment for the construction shall indicate final acceptance of the work.

The Contractor agrees to pay for all labor, and materials used or employed on the work, and with his sureties, to hold harmless said County from all liens or actions at law of any kind or description brought by any party or parties for or on account of labor done on materials furnished in connection with the improvement herein contemplated.

CLEANING UP: Upon completion of each block in the length of the improvement, the Contractor shall immediately remove all earth, sand, rubbish or materials of any kind from the streets, and along the lines of finished work and any damage done to private or public property along the street by the Contractor shall be made good by him before acceptance of the work. All fence, private structures, public structure, of whatever description shall be replaced in as good condition as before removed.

GENERAL STIPULATIONS

It is further expressly agreed between the parties hereto that this contract is made subject to the conditions and stipulations which follow:

1. The first party shall commence work at such point or points as the Engineer may direct, shall conform to his directions as to the order of time in which the different parts of the work shall be done, as well as to all other instruction as to the mode of doing same.
 2. Whenever the Contractor is not present on the work, orders will be given to his superintendent or overseers in immediate charge thereof, and shall be then received and obeyed; and if any person employed on the work shall refuse or neglect to obey the instructions of the Engineer, or his duly authorized agent, in any way relating to the work, or shall appear to the Engineer to be incompetent, disorderly or unfaithful, he shall, upon requisition of the Engineer, be at once discharged and not again employed on any part of the work.
 3. Any work not herein specified, which may be fairly implied as included in this contract, of which the Engineer shall be the judge, shall be done by the Contractor without extra charge.
- Any work of a special nature necessary to complete the project and not herein provided for shall be done by the contractor and the cost of materials and construction plus 10% (10 per cent) shall be allowed when approved by the Engineer.
4. Time lost on this contract in consequence of injunction or court proceedings, continued bad weather, organized strikes, the burning of any plant where material for this contract is manufactured or made, shall not be counted in the time allowed the Contractor, a period equal to the sum of the above shall be added to the date for completion as herein stated.
 5. If, in the opinion of the Engineer, the first party at any time during the progress of the work is not prosecuting the work with sufficient force to insure its completion within the time specified within, he may notify the first party to employ such additional force as he deems sufficient, or if the Contractor shall fail to secure the materials and supplies necessary to complete the work within the time herein specified, the ENGINEER may notify the Contractor to secure such materials. Party to comply with such notice within ten (10) days, such failure shall be considered a violation of the terms of the contract and the Board of County Commissioners may proceed to terminate the contract.
 6. Said first party agrees to pay for all work, labor and materials used in the work herein contemplated.
 7. In consideration of the completion by said first party of all work embraced in this contract, in conformity with the plans and specifications hereto attached and the stipulations herein contained, the County of Douglas, City of Lawrence, Kansas, party of the second part, agrees to pay to said first party according to the following schedule.

It is agreed that the quantities as set out in the bidders blank are approximate quantities and that settlement will be made upon final estimate of the Engineer.

PAYMENTS: Each month the Engineer will make up an estimate of the amount of work done under this contract and the County will make payment to the Contractor of ninety (90) per cent of said estimate, ten (10) per cent to be retained and shall not be due the contractor until the whole amount of the work herein contracted for has been completed in accordance with this agreement and the plans and specifications therefor.

On completion, and upon acceptance by the engineer and Governing Body of all work embraced in this contract, the Engineer will make up a final estimate of the work done, and the County shall pay to said contractor 100 per cent of the contract according to the final estimate, less any amounts previously paid.

It is further agreed that in no event shall the County be liable or responsible to any party or parties for or on account of any stoppage of the work or delay by reason of any injunction or other legal or equitable proceedings, or from or on account of any delay from any cause whatsoever.

IN WITNESS WHEREOF, The contract is duly executed on the date first written above.

The City of Lawrence, Kansas

By C. B. Russell

Mayor
con't.