

Completion of work by owner in case of contractor's default.

Should contractor at any time refuse or neglect to supply a sufficiency of properly skilled workers, or of materials of proper quality, or fail in any respect to conduct work with promptness and diligence, or fail in the performance of any of the agreements contained in this instrument, such refusal, neglect or failure being certified by architects, owner shall be at liberty, after _____ days' written notice to contractor, to provide any such labor or materials, and to deduct the cost from any money then due or to become due to contractor under this contract. If architects shall certify that such refusal, neglect or failure is sufficient ground for such action, owner shall be at liberty to terminate the employment of contractor for the work and to enter on the premises and take possession, for purpose of completing the work included under this contract, of all materials, tools, and appliances and to employ any other person, or persons to finish the work, and to provide materials for the workers. In case of such discontinuance of employment of contractor he [she] shall not be entitled to receive any further payment under this contract until the work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by owner in finishing the work, the excess shall be paid by owner to contractor; but if the expenses shall exceed the unpaid balance, contractor shall pay the difference to owner. The expenses incurred by owner as provided, either for furnishing materials or for finishing the work, and any damage incurred through such default shall be audited and certified by architects, whose certificate shall be conclusive on the parties.