

Default of subcontractor.

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