

furnished by said party of the first part, unless first authorized by <sup>the</sup> said party of the second part in writing: That the said party of the first part or its representatives shall not be delayed in the constant progress of the work under this agreement, or any of the extra work under the same or connected therewith, by said party of the second part; and for each and every day said party of the first part shall be so delayed, an additional day shall be allowed to complete the work aforesaid, from and after the day herein before appointed for its entire completion.

Fifth.

Forfeiture.

That if at any time during the progress of the said work, said party of the second part shall find that said work is not carried forward with sufficient rapidity and thoroughness, or that the materials furnished, sub-contractors or workmen employed by said party of the first part are unskilled, incompetent, or insufficient for the completion of said work within the time and manner stipulated in the plans, drafts, specifications and explanations aforesaid, said second party shall give notice of such insufficiency and defects in progress, materials, sub-contractors or workmen, to said party of the first part and if within three days thereafter, such insufficiency or defects are not remedied, then said party of the second part may enter upon the work for the purpose of completing the work according to the plans, drafts, specifications and explanations aforesaid and take possession of all the materials, tools, and appliances thereon, and suspend or discharge said party of the first part, and all employed under him, and carry on and complete the work, by day's work, or otherwise, as said party of the second part may elect, providing and substituting proper and sufficient material and workmen, and the expense thereof shall be chargeable to the said party of the first part, and deducted from any sum which may be due him on the final settlement; but if such expense shall exceed any unpaid balance, the said party of the first part shall pay the difference to the said party of the second part. Any expense incurred by the said party of the second part as here in provided, whether for furnishing materials or labor or any damage incurred through such default shall be audited and certified to by the Architect, whose certificate shall be conclusive upon the parties to this agreement.

Sixth.

Inspection.

Party of the first part shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architects, or their authorized representatives, and shall within twenty-four hours after receiving written notice from the architects to that effect, proceed to remove from the grounds or buildings, all materials condemned by them, whether finished or unfinished,