

25. Any disorderly or incompetent person or persons who may be employed on the work shall be removed when required by the engineer, and no person so removed shall thereafter be employed upon any portion of the work.

26. Any defective work that may be discovered by the engineer before the final acceptance of the work or before final payment shall be made, shall be removed and replaced by work and material which shall conform to the spirit of the specifications; failure or neglect on the part of the engineer to condemn or reject bad or inferior work or materials, shall not be construed to imply an acceptance of such work or materials.

27. The contractor is entitled to receive 80 per cent. of the value of any portion of the work completed under these specifications, at the end of each fortnight, such completion being certified by the engineer, and by the chairman of the board of works. At the expiration of sixty days after the acceptance of the work, the whole of the moneys accruing to the contractor under these specifications shall be paid, excepting such sum or sums of money as may be retained under any of the provisions herein contained, and such sums as may have been paid in the form of partial payments upon the fortnightly estimates of the engineer.

28. All necessary notices to water-works, gas, electric light, telephone, or telegraph officials, owners or occupants of property, or other interested parties, shall be given by the contractor.

29. The contractor shall punctually pay the workmen who shall be employed on the work comprised in these specifications, in cash current, and not what is denominated as "store" pay. And final payment for the work shall not be made until satisfactory vouchers are furnished the engineer by the contractor showing all wages to have been paid.

30. All loss arising from unforeseen obstructions or difficulties encountered in the performance of the work under these specifications, or from delay or hindrance from any cause during the prosecution of the same, shall be sustained by the contractor.

31. The work to be done under these specifications shall be commenced on such day and at such place or places as the engineer may direct. Failure so to commence without good and valid reason therefor, will be authority for the engineer to declare the contract forfeited. Nor shall the contractor commence work on any street without the order of the engineer so to do.

32. The Board of Works reserves the right to declare the contract forfeited at any time it should appear to the engineer that the work, or any part thereof, is being unnecessarily delayed by the contractor, or that the contractor is willfully violating any of the conditions of the contract, or is executing the same in bad faith.

33. In case the contractor should refuse to remove or replace any rejected work or material within forty-eight hours after written notice, such work or material shall be removed by order of the engineer at the contractor's expense.

34. Each tender must be accompanied by a certified cheque for the sum of \$100, as a guarantee of good faith on the part of the person tendering, all such cheques to be retained in the possession of the town treasurer until the contract and bond for the performance of the work are signed and filed with the engineer.

35. Before the contract shall be signed, or the work commenced, the contractor shall furnish a bond for the sum of \$1,000 for the satisfactory completion of the work, signed by two responsible sureties, and approved by the chairman of the board of works.

36. The right to reject any or all tenders is reserved by the town of and the lowest or other tender is not necessarily accepted.

37. Tenders for the work under these specifications must be made on the forms for this purpose, which may be had on application to the engineer.

38. Sealed tenders, endorsed "Tenders for Artificial Stone Sidewalk," will be received by the engineer up to noon, the day of next.

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