

price mentioned in this Contract for the works, such sum as may be certified to by the Engineer as being the amount of such decrease, calculated according to the rates for the various classes of works set out in said schedule or fixed by the Engineer, as aforesaid, as the case may be.

Changes shall not invalidate contract.

7. That all the clauses of this Contract shall apply to any changes, additions or deviations, in like manner, and to the same extent, as to the works at present projected, and no changes, additions, deviations or variations shall annul or invalidate this contract.

Engineer to be sole judge of work, material, &c.

8. That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material, as to the meaning or intention of this Contract and the plans, specifications and drawings shall be final, and no works, or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractor be entitled to payment for the same, unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefore.

Schedule of prices.

9. It is hereby distinctly understood and agreed, that the respective portions of the works set out or referred to in the schedules of rates or prices for the different kinds of work mentioned in paragraph No. 6, include not merely the particular kind of work or materials mentioned in said schedule, but also all and every kind of work, labor, tools, and plant, materials, articles and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the Engineer. And in case of dispute as to what work, labor, materials, tools, and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

Foreman.

10. A competent foreman is to be kept on the ground by the Contractor during all the working hours, to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foremen shall be considered as the lawful representative of the Contractor, and shall have full power to carry out all requisitions and instructions of the said Engineer.

Unsuitable material or imperfect work.

11. In case any material, or other things in the opinion of the Engineer not in accordance with the said several parts of this Contract, or not sufficiently sound, or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the Contractor to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the Contractor shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such material, or other things, or such work, to be removed; and in any such case the Contractor shall pay to Her Majesty all such damages and