

5. The aforesaid specification, plans and drawings, prepared and to be prepared, and the several parts of this Contract shall be taken together, to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated, which is necessary for the proper performance and completion of any part of the work contemplated, the Contractor will execute the same as if it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to, or deviation from, the works hereby contracted for.

Omissions to be made good.

6. The Engineer, with the sanction of the Minister, but not otherwise, shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any work to be done, and to make any changes which he may deem expedient in the grades, the width of cuttings and fillings, the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether or not, such changes increase or diminish the work to be done, or the cost of doing the same, and the Contractor shall immediately comply with all written requisitions of the Engineer in that behalf, but the Contractor shall not make any change in or addition to, or omission, or deviation from the works, unless directed by the Engineer, with the sanction of the Minister, and shall not be entitled to any extra payment by reason of any change, addition, or deviation, and should the deviation contain work of a class not specified in the schedule, such unspecified work shall be calculated according to a rate therefor to be fixed by the Engineer.

Changes and extra work.

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.

Changes shall not invalidate the contract.

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 and 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 therefor.

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

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, 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.

Schedule of prices.