

EXTRA WORKS AND ALTERATIONS OF WORKS.

5. The Contractor is to make and execute, in the like manner as aforesaid, and with the like materials as aforesaid, any additions, deviations, or alterations to, from, or in the works, which the Resident Engineer may from time to time, previously to the commencement or during the progress of the works, by an order in writing require. The cost of such additions, deviations, or alterations shall be valued by the Resident Engineer at the several prices or rates set forth in the schedule of prices annexed to the tender; and if any additions, deviations, or alterations shall comprise any description of work not named in such schedule, the same shall be valued at rates to be fixed by the Engineer-in-Chief. If the cost of the additions, deviations, or alterations, when valued as above provided, shall be greater or less than the cost, valued in the same manner, of the portion of the original works in which the additions, deviations, or alterations are made, then the difference in cost shall be added to or deducted from the contract price. But no extras, whether extras within or extras without the contract, and no payment for any additions, deviations, or alterations whatever, which shall be claimed by the Contractor, will be admitted or recognized under any circumstances, or will be allowed or made, which shall be done or executed without or contrary to an order from the Resident Engineer in writing as aforesaid, nor unless the total quantities and the rates of payment for such additions, deviations, or alterations shall have been approved by the Engineer-in-Chief, whose decision as to quantities and prices shall be final and binding on all parties.

All works which the Engineer-in-Chief shall deem to be requisite or necessary for the security or improvement of the works shall be made and executed by the Contractor as herein provided, however extensive they may be, and shall be deemed to be additions, deviations, or alterations within the meaning of this clause.

OMISSION OF PORTIONS OF WORKS.

6. The Minister, or the Resident Engineer acting on his behalf, may from time to time, by writing under his hand, require the omission of any particular portion or portions of works described in the specification or shown on the plans or drawings, and may deduct the value thereof from the amount of the contract at the rates named in the schedule, or, in case the description of the work omitted is not named in the schedule, at rates to be fixed by the Engineer-in-Chief; and the Contractor shall have no claim for loss, damage, or compensation on account of any such omission.

NET MEASUREMENTS.

7. When measurements are made, the *net* measurements will in all cases be taken, notwithstanding any custom to the contrary.

MATERIALS, LABOUR, ETC.

8. The Contractor shall, except in so far as may be otherwise mentioned in the specifications, provide at his own cost and charges all labour and all materials, tools, plant, tackle, machinery, scaffolding, wagons, cordage, cartage, stores, planking, centres, coffer dams, diving bells, staging, diving dresses, and everything necessary for the proper execution and completion of the several works, all of which are in this clause and hereinafter included under the words "materials, plant, and machinery." Due notice shall be given by the Contractor to the Assistant Engineer or Overseer before any piles are driven at any structure, and centres or staging may not be struck without the written authority of the Assistant Engineer or Overseer; nor shall any structure be commenced before the foundations thereof shall have been approved by the Assistant Engineer or Overseer; and, generally, the works shall be carried out under the direction of the Resident Engineer. All material, plant, and machinery, and all prepared work brought upon the ground of the works, are to be the property of the Queen, and the Contractor shall not take away any such material, plant, and machinery, or prepared work, without the written authority of the Resident Engineer. The Contractor will be required to set out accurately, at his own expense, all the works comprised in this contract, agreeably to the drawings and specifications, and shall be held responsible for their being so set out and executed accordingly, and that notwithstanding the Resident Engineer, Assistant Engineer, or Overseer may have assisted the Contractor in setting out the same.

REMOVAL OF IMPROPER MATERIALS AND WORK.

9. It shall be lawful for the Engineer-in-Chief, or Resident Engineer, or in their absence for the Assistant Engineer or Overseer, to order the removal from the works of any material, whether fixed or not, which may appear to him to be of an inferior or improper description, or to order the alteration or removal of any work which may appear to him to be executed in an improper or unworkmanlike manner; and the Contractor shall, at his own expense, remove such inferior or improper material, or alter or remove such improper or unworkmanlike work, within twenty-four hours after a written notice in that behalf given to him by the Engineer-in-Chief, Resident Engineer, or the Assistant Engineer or Overseer; and, in case of neglect or refusal to remove or alter the same according to such notice, the Minister shall have power, till such material is removed, or such work removed or altered, to cause to be withheld payment of all sums of money