

NEGLECT TO CERTIFY.

26. In case the Engineer shall neglect or refuse to certify the amount due to the Contractor in respect of the work, or plant or materials, in manner and within the times mentioned in the foregoing condition, and shall continue such neglect or refusal for a period of fourteen days succeeding the fourteenth day after the end of the month in which the work was done, or the plant or material supplied, as the case may be, the Contractor shall be entitled to measure and value the same, having due regard in his estimate to the actual value thereof, and the measure and value so estimated by the Contractor shall be temporarily accepted by the Governor so far as regards the progress payment to be made to the Contractor in respect thereof under the foregoing condition, and the payment provided by that condition shall be made accordingly, with interest thereon, at the rate of Ten pounds per centum per annum, during the period of delay occasioned by the neglect or refusal of the Engineer: Provided always that in all cases in which a certificate shall, within the period or further period hereinbefore provided, as the case may be, have actually been delivered to the Contractor, such certificate shall, for the purpose of the progress payment to be made thereunder, be conclusive; and in case of any dispute between the Contractor and the Engineer as to the estimate therein made of value of work done, or plant or materials provided, as the case may be, of which dispute notice shall have been given by the Contractor to the Minister for Public Works within fourteen days after the delivery of the certificate to the Contractor, such dispute shall be referred to arbitration as hereinafter mentioned.

PROGRESS PAYMENTS WITHOUT PREJUDICE, &c.

27. No certificate given to the Contractor for the purpose of any progress payments shall prevent the Engineer, at any future time before the termination of the contract, from rejecting all unsound materials and improper workmanship discovered subsequently to the giving of the last previous certificate; and notwithstanding the giving of any certificate that portions or the whole of the works have been satisfactorily performed, the Engineer may require the Contractor to remove and amend, at any future time previously to the final payment on account of the construction or maintenance of the works, any work that may be found not to be performed in accordance with the contract, and the Contractor must remove and amend, at his own cost, all such work when so required, notwithstanding any approval made or given by the Assistant Engineer or Inspector. The Minister for Public Works shall have power, on the report of the Engineer that the work approved of as aforesaid is not in accordance with the contract, to deduct from any moneys that may be due or that may become due to the Contractor the whole amount that has been paid on account of such work.

If, in the opinion of the Minister for Public Works, further inquiry is desirable or necessary before any certificate is paid, the Minister for Public Works shall have power to suspend the payment of all or any part of the amount mentioned in any such certificate for a period not exceeding one month from the date at which, in the ordinary course, the money would have been paid; and in such case, on payment of the amount payable, the Contractor shall be entitled to receive interest at the rate of Ten pounds per centum per annum during such additional delay.

STAMPS, LICENSE FEES, &c.

28. The Contractor shall bear and pay all costs, charges, and expenses of preparing, executing, and completing this contract, and all duty stamps, licenses, Building Surveyor's fees, or other charges or fees whatsoever lawfully demanded by the Municipal or other authorities.

CUSTOMS AND WHARF DUTIES, &c.

29. In the event of the Contractors being compelled to pay any Customs duties or wharf dues or fees on any goods imported into New Zealand by them for the purposes of the said works, or transhipped or carried by them from any port or place in New Zealand to any other place in New Zealand, the Queen shall