

Chloe Morris

From: Chloe Morris
Sent: Thursday, 9 April 2021 10:54 AM
To: Michael [REDACTED]
Subject: [REDACTED]

Hi Michael

Please see replies in purple,

SO 3417

- General Item 1.11 – Not Agreed. Proposed wording isn't reasonable. A reasonable assumption that structural items would have a footings could be made for tendering purposes. – We have allowed for footings to a certain extent such as under walls that are to be demolish however, if we are demolishing an area and there is something that we couldn't have possibly known about without destructive investigation then this would be a latent condition. Item 1.11 contradicts latent conditions as its wording is very vague and broad. We have obviously allowed for what we can see and made allowances in Appendix A for what we can't see. Condition formed part of the tender package. Practical assumptions based on trade knowledge should make account for any reasonably anticipatable conditions.
- Scope Item 2.1.12 – Not agreed. Scope item is clear and methodology remains responsibility of [REDACTED]. The methodology is at our discretion. If for example we allow to saw cut the perimeter and jackhammer the concrete out but then your structural engineer says we have to do multiple saw cuts and no jackhammering then this cant have been foreseen or allowed for. This will be a change in methodology that was outside [REDACTED] allowance. Condition formed part of the tender package, methodology [REDACTED] responsibility.
- Scope Item 2.1.13/2.1.14 - The slab grinding comment is agreed, strikeout of glue daubs is not. Glue Daubs would be removed with a grind which we haven't allowed for. This will be done as an extra over price once all floor finishes have been removed to each area. Agreed, at grind rates provided.
- Scope Item 2.1.16 – Reasonable care is required, [REDACTED] to be notified immediately of possible water ingress into operational areas of the building prior to demolition of the area. [REDACTED] will notify however [REDACTED] aren't responsible for weatherproofing, plumbing or drainage. This is to be by [REDACTED]. Agreed that others responsible for weatherproofing, plumbing and drainage.
- Scope Item 3.1: Appendix not accepted, is to be removed. The items in Appendix A are relevant to our price, on site conversations with Gary and discussed and agreed at pre-contract award meeting. These should have formed part of the scope of works but as they were not put in on your end I have put in as an appendix to save time. As we have already gone through these and agreed them I'm not sure what complication there is by these being added as an appendix to the SOW. Without these being added there is no clarity on certain items/methodologies and we don't want this to become an issue or an argument in the future as it wasn't added in. Most items in the appendix are agreeable, excluding the below;

Project Allowances

- Point 01. Not agreed, [REDACTED] to allow for trade coordination.

Project Exclusions

- Point 07. Not agreed, this is outlined in the scope.
- Point 09. Not acceptable, access is a scope of work item.
- Point 10. Not agreed. Removal of lightweight linings from walls to remaining in demolition area, is part of the scope of works.
- Point 17. Reasonable care is required, [REDACTED] to be notified immediately before continuing demolition of the area where existing services has been located.

Terms & Conditions

- Item 2 (a) – Not agreed, wording provided is suitable. With regards to verbal instructions there is no proof the conversation happened, when it happened etc. Any simple direction for contract works such as we can start in another area, is fine to be verbal, however an actual instruction for variation works, instruction to stand down/return to site would need to be a formal instruction. Not agreed, verbal instruction can work in place of physical site instruction, ability to claim a variation is not restricted by this and will still go through the correct variation approval process.
- Item 7 (b) – Proposed notation not acceptable. Wording to remain. – With regards to this comment it would be unfair for IRT to have to bear the costs should [REDACTED] need to change the order or time of the works. We would accept if some minor items are incorporated into another stage while we are already on site or if stage 3 had to start before stage 2 as we have priced a certain methodology, equipment, establishment of equipment for each stage individually. Item 7 (b) without any [REDACTED] comment would mean [REDACTED] could direct [REDACTED] to change anything such as: Demolish an area on night works (which has never been allowed for), demolish the ceiling in small sections over multiple weeks (extended duration of EWP hire/additional float of machines not allowed for). These kind of directions would need to be assessed with [REDACTED] to understand the cost implications as this would be considered a variation to [REDACTED] for the unforeseeable changes. I hope that makes sense and would be keen to understand [REDACTED] view. Condition is in relation to coordination of scoped works. Wording to remain.
- Item 8 (a) – Proposed notation not suitable. The commencement date on the subcontract order states 04/12/2019 which isn't true to what the actual start date for us would be so I stipulated as per program as this was a realistic start date. This is reasonable, SO date is an error.
- Item 8 (b) – Proposed notation not suitable. Not sure why we wouldn't be entitled to an EOT if the reason we were delayed was not our fault, regardless if it is in the Head Contract if we are delayed by reasons outside our control an EOT should be permitted. It's at [REDACTED] discretion to approve an EOT for a subcontract when the head contract does not have one.
- Item 8 (c) – Proposed notation not suitable. If we are delayed for a duration of time then we should be entitled to that duration as an EOT regardless if [REDACTED] get an EOT for the same duration. It's at [REDACTED] discretion to approve an EOT for a subcontract when the head contract does not have one.
- Item 12 (f) – Conditions formed part of the tender package. Wording is reasonable and aligned with normal contract proceeding. Wording to remain. Unsure as to why [REDACTED] wouldn't be able to issue a variation instruction ahead of [REDACTED] doing the works. [REDACTED] cant agree to do additional works for free without a variation instruction to proceed. [REDACTED] can issue a site instruction for additional works with a forecasted cost, however a variation instruction will be subject to the conditions in 12 (i). If the variation approval process is done prior to works completed, either party may become disadvantaged by this.
- Item 12 (i) – Conditions formed part of the tender package. Proposed notation not suitable. IRT have supplied a schedule of rates that forms the contract anything outside of these rates will be when this item takes effect. All variations are to be at cost + agreed overhead margin with evidence as stated in Item 12 (i) for payment.
- Item 18 (d) – Conditions formed part of the tender package. Proposed notation not suitable. [REDACTED] don't agree that any of our machines or equipment be held by [REDACTED] for termination of contract. Not agreed, condition formed part of the tender package.

Regards,
Chloe Morris
Building Cadet

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