## CORRESPONDENCE, ETC. RELATING TO UNION CONSTRUCTION LTD

$1 \quad$ 27.03.87 Gerald Shirtcliff to Cathedral Properties.
2 Peter Scott's Pingon tower crane technical drawing used to construct the building.

3 Budget and quantities ex Tony Scott (note reinforcing rods to suspended slabs).

4 March Construction piling programme.
5 . Piling plans and layout.
(1-5 relate to witness clause 22)
6 Letter to Alan Reay from A Scott re Amuri Corporation, Chester Street.
7 D Harding's preliminary structural sketches with references to Madras Street design CTV building.
(Relates to witness clauses 13 and 14)
8 Memo from M Brooks to Union directors re Amuri Corporation, Chester Street.
$9 \quad$ A Scott memo to directors 21.09.87.
10 A Scott report to Management Committee 18.06.87.
11 Quote for column forms to be used on CTV building.
12 Invitation to tender from Alan Reay to Union. Bill Jones assisted with this tender.

13a \& b A Scott tender submission
14 Draft affidavit for A Scott from Phillips Shayle-George.
(This relates to my clauses 28, 29 and 30. The date of 6 September 1987 on the Affidavit assists to determine the approximate date of assignment of CTV contract from Williams to Union.

Stephen Smart met Brooks, Shirtcliff and Scott in Christchurch at Quality Inn, Durham Street, a few weeks after this date to agree the solution described in clauses 28, 29 and 30.

The assignment followed a few days after this meeting and involved an exchange of signatures by fax on the original contract with Prime West. Signatories were M J Brooks on behalf of Union Construction Ltd, and S J Smart for Richmond Smart Group, new owners of Williams Construction Canterbury.

I was present at Williams' offices when M Brooks signed the document and faxed it to $S$ Smart and saw the return fax signed by S Smart.

This was the first time M Brooks had been back to Williams' offices since his dismissal in March 1987).

15 Construction budget calculations for CTV building prepared by Sandy Robertson, Staff QS Williams and Union (dates important 23.03.87 and 13.02.87).
(This illustrates how the pumping costs of concrete to walls and columns was budgeted. Sandy also liaised with Bill Jones on site).


## UNION CONSTRUCTION CANTERBURY LTD

c/- Sparks Erskine \& Co
1 Rimu St
Riccarton
CHRISTCHURCH

27th March 1987

The Manager
Cathedral Properties Pty Ltd
C/- 1 Grafton Mews
60-62 Grafton Rd
AUCKLAND

Attention: Mr. S. Grant

Dear Sir,
RE: VICTORIA ST PROPERTY
As discussed enclosed are 2 copies of bar chart and critical path programme for the construction of the above project.

I apologise for the poor quality of the prints, but this was caused in the reduction process.

Yours faithfully,
G.Shirtcliff

CONSTRUCTION MANAGER



| SKETCH <br> Holmes Wood Puole \& Johnstona Consulting Enginoers Christchurch \& Wollington |  | RAOIO | -NZ. |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Da |  | 31617 |
|  |  |  |  | C c. |
|  |  | Scal |  | $1: 5$ |
| BASE PLAN |  |  |  |  |  |



Bix

CRANE TYPES P20 Ho P30

## CRANF ON FIXED MOUNTING FORCES ON THE ANCHORAGEL'S



300 M PAGALLEL TO STDE
BOOM AT G5 WTH RESPECT TO SIDE

| Fot moner | Reartions at paints |  |  |  | $\left\|\begin{array}{c} N^{a} 05 \\ x+6 \end{array}\right\|$ | Tatal mont at ground | Reactions at points |  |  |  |
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|  | A | B | c | D |  |  | A | B | c |  |
| Tons.ft | Tons | Tons | Tons | Tons |  | Tons-fy | Tons | Tons | Tons. | Ton |
| 80.4 | $+5.72$ | $+5 \cdot 72$ | $-12 \cdot 34$ | -12.3A | 2 | 81.5 | $\pm 9.64$ | -3.31 | $-18.25$ | $3 \cdot 31$ |
| 87.6 | $+6.63$ | +6.63 | $-13 \cdot 50$ | -13.50 | 3 | 89.3 | $+10.72$ | -3.44 | $-17$ |  |
| 95.7 | $+7 \cdot 20$ | $+7.20$ | $-14.29$ | -14.29 | 4 | $98 \cdot 1$ | $\div 12.04$ | $-3.56$ | $-10.10$ | -3.56 |
| 04.8 | $+8 \cdot 10$ | +8.10 | - 15.47 | $-15.47$ | 5 | 107.9 | $+13 \cdot 4$ | -3.68 | - | 3 |
| 14.9 | $+9 \cdot 11$ | $+9.11$ | $-16.71$ | $-16.71$ | 6 | $118 \cdot 7$ | $+15.04$ | $-3 \cdot 80$ | $-22.65$ | 3. |
| 125.8 | $+10 \cdot 20$ | $+10.20$ | $-18.06$ | - 18.05 | 7 | $130 \cdot 4$ | $+16.78$ | $-3.82$ | $-24 \cdot 62$ |  |
| 8137.8 | $+11.47$ | $+11.47$ | $-19.58$ | $-19.58$ | 8 | $143 \cdot 1$ | $+18.71$ | $-4.05$ | -26.80 | $-4.0$ |
| $150 \cdot 2$ | $+12.76$ | $+12.76$ | $-21 \cdot 10$ | $-21.1$ | 9 | $157 \cdot 1$ | $+20.40$ | $-4 \cdot 18$ | $-29 \cdot 15$ | -4.13 |

The + sign indicates a. TENSILE force on the foundations the - sign indicates a COMPRESSIVE force on the foundations


## CATHEDRAL PROPERTIES CONFIRMED BUDGET


e) CONTRACTS IN PROGRESS

1. 138 Victoria Street
Client: Cathedral Properties Ltd

Contract:

Consultants:

Price:
Site Manager:
Brief Description:

Programme:

Progress:

Cathedral Properties Ltd
Master Builders - negotiated
Architect - Ian Krause Engineer - Holmes, Wood, Pool, Johnstone
\$2,185m - Fixed.
Mr. Peter Garland
8 Storeys approx 28,000 sq.ft including showroom, offices, penthouse. R.C. frame, piled foundations with Hi-Bond floor on steel primary and secondary beams. Glass facade.

Minimum contract period of 8.5 months quoted from lst May 1987.

Piling completed approx 2 weeks late due principally to legal action by nearby contractor. Main contract commenced on 30.4.87. Foundation work currently in progress with first concret pour due on 14.5.87. Scheduled to be 'out of ground' with ground floor slab poured by 9.6 .87

Lathedral
Budget Quantitict
(A) Foundations:-






Allan RealdAssociates

Dear Sir,


## AMURI CORP DEVELOPMENT CHESTER ST

We set out below a summary of differences observed between our specification of 26.3 .87 and the Architects specification received this week.

We have disclosed our budget allowances for these trades, in order that subcontractors quotes can be forwarded for approval and the client may benefit from any credits involved.

This is not intended to change the terms of our fixed price offer of 26.3 .87 but enables more flexibility for the Architect and yourselves to finalise design details within budget parameters.

## Drawing programme

In order that work on site may commence in mid-late June, and enable our proposed construction programme of 60 weeks to be maintained, we suggest the following design drawing sequence.
a) May 18-29 Architectural details for budget and subcontract finalisation.
b) June - structural and piling drawings for foundation permit, along with sufficient Architectural drawings for permit.
c) June/early July - Construction drawings for carpark structure and piling.
d) July - Structural and Architecturaly precast drawings for prefrabrication of components. Final Arch and Struct drawings for full permit by end of July.
e) Aug - Drawings for Construction finalised and issued.

The key to our 60 week programme is sufficient information to allow the carpark and piling to commence in June/July and off-site precast manufacture in July/Aug.

Architects specification differences:
a) Curtain Walling and Glazing 6 mm Glaverbel reflective. Union allowance for conventional aluminium joinery $\$ 85,000$
b) Precast Panels - No details to hand Union allowance \$125,000
C) Tiling - Ceramic tiles to toilets

Tiling to penthouse decks and entry.
Union allowance - entry and intermediate decks \$8,234
Solid plastering $\$ 36,000$
d) Carpentry - Plasterglass Fire-rated wall-linings.
e) Metal \& Butynol Roofing - Butynol to all concrete decks. Union allowance \$31,118.
f) Painting - Epiguard to exteior. Union allowance $\$ 53,140$ interior and exterior. Equal
g) Electrical Recessed pan light-fittings: Thar 5132.5. Recessed downlights
Electrical skirting trunking,
*Perimeter heating system -No.
Union allowance $\$ 85,000$. To be as a Net-smandesigned by dent
Plumber - Fittings to be checked.
Union allowance $\$ 55,000$.
i) Elevators -1.75 m per sec Union allowance $\$ 290,000$


Whet
 FHR + Detesors
Electrical to be deagied. +tnders-alled:


the ok D. Tarting
Anus Tales - Carom a Panes + Cistern
strut Drape ASMP.


AMUR CORP.
$21 / 5 / 87$
Levels 2 to 5-CURTAIN WALL (5OUTH-WEST-NORTH.ELE) Balcomes on 2405 - Shopfront e Doors (2, Me per floor)
Level 6 Penthouse - Shopfront e Sliding doors (6no) Ground e Level 1 - Shopfront a doors (2PR.) (sorith-wesT) No automatic doors allowed. No canopy allowed. G mm shopsol grey reflechwe glass except to G.F. shopfronts e doors. Toughened over spandrels \& shear wall to WEST ELE.

NoTE: Scaffolohing will be required to wEST shear walls for firing \& flaying. Also to G.F e level 1 .
no fireproofing allowed between floors.
no cleaning allowed.
Curtain wall freed from inside with both pre-glaying \& inside glaying.

ESTImATE for TOTAL AS ABOVE $\$ 292,852-00$ Supply, Install e Clays.
ESTmATE with frames \& glaying ho WEST shear walls Helened.


Horizon Aluminium (Ch.Ch.) P.O. Box 10-175, Phillipstown


## 

31 DUKE ST., P.O. BOX 4050, MOORHOUSE, CHRISTCHURCH, NEW ZEALAND.

28 May 1987

Union Construction,
P.O. Bax 27-033,

Christchurch
Attention Mr. T. Scott
Dear Sir,
RE Amuri Corp Building

Further to our recent verbal advise, we confirm our price of $\$ 320,000,00$ for the supply and installation of two $910 \mathrm{~kg} @ 1.75$ Elevonic 301 elevators, each serving 7 stops $/ 7$ openings.

Kind Regards
Yours faithfully, for OTIS ELEVATOR OO LID
M.G. Blom

Manager

## Drawing Programme

Points $A$ to $E$ of Union Constructions letter of 15.5.87 discussed.

June - July structural drawings for Foundation Permit, piling and carpark structure confirmed.

Architectural drawing programme to commence in June, with target dates for Permit and Construction to be confirmed.
A.J. Scott UNION CONSTRUCTION LTD
6.

AMURI BUILDING CHESTER ST
A) MAIN-CONTRACTOR

TOTAL

| Preliminaries | 230,660 |
| :--- | :---: |
| Foundations \& Piles | 376,488 |
| Structural Frame | 266,588 |
| Upper Floor slabs | 508,889 |
| Basement carpark | 218,520 |
| Carpentry | 163,890 |
| Precast Panels | 132,500 |

B) SUB-CONTRACTORS

Structural steel 36,260
Metal \& Butynol roofing 32,985
Aluminium Joinery 90,100
Plumbing 58,300
Drainage $\quad 7,420$
Electrical 90,100
Joinery 21,200
Suspended ceilings 96,754
Solid plastering $\quad 38,160$
Elevators $\quad 307,400$
Flooring 11,236
Tiling 8,728
Painting $\quad 56,328$
Glazing 4,240
Fire-protection 22,573
Siteworks 21,689

died fraud roof he chm


TYACAL (ROSS SECTION
1:20 approx


CONSTRUCTION DETAILS - PRECIMINARY OFFICE BUILDING - CHESTER ST WEST

| PAGE | 4 |
| :--- | :--- |
| SECT | SKETCH |
| FILE | 2642 |
| DATE | $12 / 3 / 87$ |

FLOOR DETAKS
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Peiforceinent esso-tictly same as Madia; st inlerior beams

(4)
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precast beams. prop until bpping cured. insiturchimen.

Typical Column.
4-H28 rods
R10 at 250 hoops.
$f_{c}^{\prime}=30 \mathrm{MPa}$ ginured lad. 25 MPa ho laves.
ALAN M. REAY
Consulting
Engineer

CONSTRUCTION
DETAILS - PRELIMINARY

| PAGE | 5 |
| :--- | :---: |
| SECT | SKETCH |
| FILE | 2642 |
| DATE | $12 / 3 / 87$ |

CONCRETE SHEAR WALLS

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Madras st Ito.
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CONSTRUCTION DETAILS - -PRECIMINARY

OFFICE BUILDINA -CHESTER ST WEST $|$| SECT | SKETCH |
| :--- | :--- | :--- |



ALAN M. REAY Consulting Engineer

```
MJB/MMCD
9 September }198
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f

MEMO

T0: DIRECTORS

SUBJBCTA AIURI DEVBLOPRENT - CHRISTCBURCH
the Amuri Corporation have indicated a willingness to consider the outright sale of their land in Chester Street, Christchurch.
I recomend that the Parent Company purchases the land and undertakes the development and accordingly authorises mo to submit an unconditional offer in the form attached.

A sumarised financial feasibility is attached.


M.J. Brooks GEAERAL MANAGER


Tos Mr. Don Mcrarlane Mr. Warwick Angus Mr. Peter Tong

Copy tos Mr. Lloyd Ferris



5月) ©


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th voermatatusc then



## GENERAL COLMENTS

## LOCATION

The site is in the immediate vicinity of the Law Courts (currently under extension).

Adjoining properties include Kent House (Radio N. Z.), Chancery House, (Court Bullding). Durham Towers Hotel, Park Royal Hotel, statistics Dept. building and Waitaki N. Z.R. offices.

This general area has developed rapidiy over the past ten years, the Law Courta initially being the focus or magnet. A common fature of sites in this area being ease of access and relatively good parking opportunities.

## \&ONING

The plans comply substantially with Scheme requirements but for a minor matter currently subject to Council approval. If declinad only a minor amendment to the drawings is required.

## TENANCY LEASING

Salient features that make this building a good leasing prospect are

1. Floor Plan - natural lighting to three sides - relatively easy to subdivide floors.
2. Location - relative to law Courts and Hotels
3. Car Parking - Minimum 46 spaces on site - no other building proposed at present can offer thic number
4. Rentals - Conservative rentals of \$18-\$21 per sq.ft including carpet and air conditioning. Current rentals for similar new buildings range From $\$ 16-50$ to over $\$ 25$ in the commercial centre.
5. Returns - A particularly conservative approach has been taken. Even with a capitalisation rate of $10 \%$ a potential capital gain of close to $30 \%$ is demonstrated.

## CONCLUSION

In conclusion $I$ would strongly recommend that this site be acquixed if possible, Whilst accepting that the proposal
is speculative, the degree of inherent short term risk is justified by the potential return and long term investment prospect. .


## SUMMARY OF DEVELOPMENTT COSTIS



LEASABLE ARRASE RGYM

attention: Mr Don MeFarlane
FIRM: Angus Construction (well) Ltd
FAX NO: $04-662-480$
FROM: M
Brooks / T Scott

NO. OF PAGES (excluding this one) $1 . / 4$

## COMMENTS:

NB - Our Fax is manual and is therefore operational
during office hours only.
A J Scott

SUBJECT Allocation of Overheads and $P \& G$ in Contract Estimating, for comment.

DATE 21 September 1987
A) Hourly Rate

Carpenters working Saturday Morning.

| Basic rate | \$7.796 |  |
| :---: | :---: | :---: |
| Service Allowance | 0.277 |  |
| 40 hrs ordinary | 322.92 |  |
| 5 hrs T | 60.54 |  |
| 4 hrs Sat Morning |  |  |
| $3 \times T^{\frac{1}{2}}$ - $1 \times 2$ | 36.32 |  |
|  | 16.14 |  |
| Travel 3 hrs | 24.21 |  |
| Industry | 52.43 |  |
| Boots | 1.65 |  |
| Clothes | 1.33 |  |
| Tools | 11.41 |  |
|  |  | 526.95 |
| ACC Levy | 26.09 |  |
| Annual Hols \& Stat | 52.69 |  |
| Sick Allowance | 10.53 |  |

## $12.57 / \mathrm{Hr}$

A similar exercise is done for Leading hands, Hammer-hands, Labourers and Apprentices.

These rates are then averaged depending upon the number and mix of skills on a particular contract, and is referred to as the "composite crew factor".

The accuracy of the calculated hourly rate is important when estimating for a contract in excess of 50,000 man hours.

Present Union construction contracts are priced at $\$ 14.00$ (Opawa Road) $\$ 13.50$ (Octagon Towers and Verkerks $\$ 13.00$ (Cathedral Properties and Amuri Corporation).

In the case of a Cost Reimbursable, or a Negotiated contract, where the hourly rate is disclosed to the client, a new rate would be assessed to include for
a) Consumables,
b) Small tools, c) Vechicles,
d) Overheads.

This would then make the agreed margin net rather than gross.

The intech computer software now operating has the facility to report on average Labour rates per contract per week.
B) Labour Man-Hours

These are assessed by the estimator, based upon feed-back from previous completed contracts, and by detailed assessment with the construction management. ie: Formwork Systems, Craneage, work sequence and specific personnel.

Wet-time is allowed for as a lump-sum depending upon the time of the year and type of contract, eg: Durham Towers approximately 400 wet-time hours were incurred out of 76,000 over 21 months.

Wet-time can be treated as a risk item, or averaged out and included in the hourly-rate. Non-productive time and attendance on Sub-contractors is included in the respective trade-costing and not in $P \& G$.
C) Preliminary and General

All direct site related costs are included as a contract cost under the following headings:

* enclosed breakdown

Preliminary and General is one of the more difficult areas of contract Costing for the estimator, as expenditure is dependent upon how the contract is set-up and supervised. Numerous items require advice from Construction Management.

Plant and equipment are to be allocated from Plant cost-centre.
D) Overheads

Assuming that overheads are not included in the hourly-rate of $P \& G$ then this item must be included in the Gross margin.

```
The overhead percentage is dependent upon turnover and in the case of Union Construction is approximately \(3.2 \%\) ie \(\$ 355,300\) (excluding Plant depreciation 11,072,308 and interest on debenture)
Gross margins for tendered work in Christchurch are between \(3 \%\) and \(6 \%\) and most Christchurch Contractors treat overheads as part of Gross margin.
Margins for Design-build and negotiated contracts are \(6 \%\) - \(10 \%\) depending upon the extent of expertise given by the Contractor to the client, the feasibility of finanicial return of the project, and the degree of risk taken when submitting a firm price on preliminary drawings.
Your comments on these guidelines are to be discussed at the Management meeting of 24 th September so that a definite Policy may be adapted.
```

A J Scott

To: Mr Don McFarlane
Mr Warwick Angus
Mr Peter Tong
Copy to: Mr Lloyd Ferris

## SUMMARY

## LEVY'S \& FEES

> Development Levy
> Permit
> Branz
> Insurances C.A. Risks

## SUPERVISION

Site Manager
Vehicle
TOWER CRANE
Rental months
Erection, climbing \& dismantle
Driver \& Dogman
Loading Platforms and tie-ins
SITE ACCOMODATION
Gantry \& 4 Portacoms
Footpath rental
Construction Loading zone
Hoarding
Office \& Site Expenses

TEMPORARY SERVICES
Toilets, Drainage \& Water
Compressed Air
Temporary Power

## SCAFFOLDING

Stairs \& Elevator-shaft
Podium Levels
Roof Level
Perimeter rails
Cable-climber
MISCELLLANEOUS
Security
Surveyor
Telephones
Signboard
Plant and equipment
Consumables \& small tools
Clean up
Waste-takers
Final clean
TOTAL OF PRELIMINARY \& GENERAL

# UNION CONSTRUCTIONTITD 

Report to Management Committee Meeting

## Computerised Financial Control

A visit to Angus Construction Wellington was made by Mike Brooks and Tony Scott on Thursday June 4 th, for the purpose of investigating their in-house Computer System.

The extent and details of the Intech Software was explained by Accounts and Administration staff (Chin Chye Lee and Murray Armstrong )including Contract Costing, Subcontractors and Creditors, Payroll and Costing, Plant and General Ledger.

The various categories of the intech system are very compatible with Union Constructions envisaged requirements, although on a smaller scale, for the first year of operation.

We were impressed with the total control Angus staff had on Data input, checking of print-outs and experimentation to fine-tune the programmes, by the use of an additional Terminal and programme.

It is our. recommendation that a similar computer facility be installed in Union Constructions offices in liason with Lawrence Anderson Buddle.

Two of our existing staff are experienced in Data processing and have spare capacity available to operate the system. Another benefit of in-house facilities is that Management and Staff are able to work the system and become totally conversant with its capabilities.

Further programmes for programming; estimating and historical analysis of contracts are available on the market, presently and may be added to the Intech facility, if required.

We propose a budget of $\$ 25,000$ for the supply of a two-terminal A.T. Computer along with the associated Intech software.

A detailed quotation from Intech Christchurch is enclosed for your information.
A.J. Scott

DEVELOPMENT MANAGER
18.6 .87

## BURNS \& FERAL (SI.) LIMITED.

106 CARMEN ROAD, CHRISTCHURCH, NEW ZEALAND P.O. BOX 16105, HORNBY 4. TELEGRAPHIC ADDRESS 'BURFER'. TELEPHONE 495-394

## STAINLESS STEEL FABRICATORS



18 September 1986
Williams Construction Limited, P.O. Box 538, CHRISTCHURCH.

Dear Sir,
Ref Development Job
Further to our recent conversation, please find enclosed the drawing and price for the stainless steel columns.

If the price meets with your approval we would require an order number and exact measurements before commencing the job, G.S.T. is not included in this price.

Yours faithfully,
BURNS \& FERRALL (S.I.) Limited

Andy Inner


106 CARMEN ROAD, CHRISTCHURCH, NEW ZEALAND

STAINLESS STEEL FABRICATORS

4 SETS OF COLUMNS.


Mr M. Brookes,
Managing Director,
Union Construction Limited,
P.O. Box 27-033

CHRISTCHURCH

Dear Mike

Re: AMURI - MANDEVILLE STREET STAGE IIA

As requested by Amuri Corporation, we enclose four copies of the drawings and specification for this proposed building. Could you please provide a quotation for the erection of this building on or before the 2 December 1987.

The erection of this building will influence the development of other buildings on this site and it is therefore necessary to determine which building will be erected next at an early date.

The following trades are not finally determined and therefore P.C. sums should be allowed as follows:-
Drainage $\$ 5000.00$
Electrical \$50,000.00
Site Works ( Outside building area ) \$20,000.00

Yours faithfully,


Dr A.M. Reay
c.c. Mr D. Brown

Amuri Corporation


## $13 a$

2 December 1987

Alan M Reay
Consulting Engineer
PO Box 25-028
CHRISTCHURCH

Dear Six

## AMURI - MANDEVILLE STREET STAGE II A

We have pleasure in submitting our quotation for the above proposed development in accordance with plans, specifications and your letter of 18 November 1987 amounting to $\$ 659,126.00$ ( Six hundired and fifty nine thousand one hundred and twenty six dollars).

This price is based upon current materials prices and labour awards, being subject to fluctuations in accordance with WZS 623.

We are in a position to commence work on site when the Building Permit is available, and envisage a construction time of six months.

Trusting this quotation to be acceptable we enclose our summary schedule and await your advice.

Yours faithfully

A J Scott
DEVELOPMENT MANAGER
AJS:MG

## RICCARTON ESTATE AMUR CORPORATION

## STAGE II A



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190
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3,990.00 & \text { Laings } \\
5,000.00 & \text { Union }
\end{aligned}
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Architectural
Hardware
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$659,126.00$

BUI.MAD249.0324.47

## Fillips shaykemGEDRGE <br> EAFSETESS SCGCITCAS AND NOTArY FUELS




FACSIMILE COVER SHEET
Matter No: UNI08546-001
Data: 11 September 1987
Fare No: (OB) $54-873$
Please deliver the following pares to
Name: M. J. Brooks
Eintil Uni on Construction Limited
Aras: Unit l Bealey Park, Cor Bealey Ave and Churchill Christchurch
Telephone No:

Name of
M. P. Shelton-Agat


Message :
Please peru\$e attached Affidavits and advise of any changes/ alterations required. :- I need to know of any changes before 4.00pm today.

Con: will subsequently courier to your home address the completed Affidavits for swearing.
Regards.
M. P. Sheltor-A/ar



Ir! ANTHDNY JOSEPH SCOTT of Christchurch, Quanti\&y surveyor, swear:
1.; I have read the Affidavits of ran Adrian Lloyd patterson, Denis Matthew Shear and Stephen James \$mart in support of the Application for the + MT. Interim Injunction and in answer say as follows,
2.__I have been a Quantity surveyor since 1970 and beqame registered in 1977.
3. 1 I started with the Plaintiff company on the 5 th of August 1985.

## Gerferal Background

4. AS a Quantity Surveyor and by way of general badkground I have three different approaches I tale when a job is presented to me for depending on the nature of the way the presented.
pricing, job is

BUI.MAD249.0324.49
5. THE one relevant to these proceedings is what I ball a negotiated tender on partial documents 6.- WHEN I am asked to price a job on the basis of * hegotiated tender on partial documents $I$ would ustally be presented with preliminary architectural and structural desigh drawings along with an outline specification.
7. I would then measure preliminaty quantities on an|elemental analysis basis i.e. that means it foflows a pattern; in a multi-storey building you would measure the foundations, upper floors, stiuctural frame, exterior walls, plumbing, el\&ctrical, etc.
8., USUALLY subcontractors would be negotiated for with the specialist trades i.e. curtain walling, sunfaces and interior finishes.
9. THE most important point to remember on this particular type of negotiated contract is to qualify your tender submission with a prief spepification delineating the documents, the metiods of construction and the subeonfractors used.
10. THE Cathedral Properties job was a negotiated tender on partial documents.
11. On or about the 23 rd of December 1986 I was prefented with a schedule of reinforcing contents from the Structural Engineer along with drawings P3 land P4 (which are structural drawings), along with architectural drawings numbers $1-\frac{1}{\text { a }}$ including a pfeliminary outline specification. By normal standards this was very brief information. 12. I started work on pricing the job on the 11 h of 引January 198\%. F knew that two other
contractors were doing the same exercise. I believed them to be Downer Construction and Arritage Construction.
13. MANY subcontractors had been approached by these two companies over the holiday period and made contact with many of my contacts around chuistchurch who had already put a subcontract price in place.
14. THESE prices were subsequently for warded to me at the Plaintiff company and I completed my elemental analysis based on the drawings provided.
15. THE Eirst preliminary estimate was submitted on the 20 th of January 1987 and the figure was $\$ 2 \downarrow 46$ mililion.

164 SUBSEQUENTLY an updated fixed pricp tender was sulditted. Fixed price tender means that you put in the tender an allowance to account for fluctuations for price.
17. THE fixed price tender excluded the elevators and amounted to $\$ 2.185$ million and was submitted on the lith of February 1987. At the pame time a cash draw down was submitted to Cathedral Properties. A cash draw down is a monthly estimation of progress clalms throughont the durfation of the contract.
18. THIS price was still based on the preliminary drawings and I was aware that if drawings were changed by the consultants the price would have to be iupdated.
19. IN or about early March 1987 revised drawings werle received by me from Cathedral properties' consultants but were not acted on by me.

20．THE biggest difference between the drawings and the preliminary drawings provided to me were that the reinforcing steel element in the revised drawing was now drawn up which superceded the schedule of reinforcing contents pueviously drawn up，which had 2 sigmiftcamt effedt in increasing the cost of the job．

21． 1 took no steps on these revised duwings at this stage because I felt there was so much new detall coming through that the job would have to be repriced and I would commence to do that once all the information was in．

22．SUBSEQUENTLY I was advised that the Plaintife company had not been successful in its tender to Cathedral Properties．

Post－Resignation Cathedral Properties

23．I left the Plaintiff company on the 30 th of April 1987 and started with the Second Defendant on the 1 st of May 1987.

24．MY first job with the Second Defendant was the Cathedral Properties job．

25．I took took no documents with me relating to any Jobs whatsoever when I left the Plaintiff company．

26．AS with the Plaintiff company the oricing of the Cathedral Properties job by myself for the Secpnd Defendant was on the basis of a negotiated tender．

27．HOWEVER on this occasion $I$ was provided with str申ctural drawings sl－2l inclusive as well as atchitectural drawings 1 A to 31 A inclusive being
in total almost 50 drawings compared to the six was given when I looked at the job for the Plaintiff company．

2B． 8 B the time I had joined the Second Defendant Mr Brooks had approached most of the subcontractors to explain the new company and inviting them to submit quotations for the cathedral Properties contract．On th申 new plan\＄ quotations were necessary because of the change in the plans and specifications．

29．THE Structural Engineer＇s plans were very muqh delayed and in fact the final details were not received until the end of May 1987.

30．THE Second Defendant＇s fixed price submitted on the 18 th of May 1987 at a substantially increased figure from that submitted by the Plaintiff company，the new flgune being $\$ 2.632$ million．

31．WHFN I worked on this job for the gecond Defendant I relied on no previous docunentation whatsoever and got completely new information from the consultants for Cathedral Properties．

32．I relied on my expertise as a Quantity sirveyor to price the job．

33．I priced the job for the second Deffendant on a detailed ${ }^{\text {schedule }}$ of quantities prepared by myself as opposed to the elemental analysis mothod I used when with the Plaintiff company．In the elemental analysis method you use bulk rates to verify pri申ing quantities as opposed to the detailed quadtity method，where far more detailed rates are invølved and naturally a more precise dost can be obt申ined．

34．THE only＂inside＂knowledge I could say that had was the knowledge of the previous subcontractors who had priced the job for the Pladintiff company，Downer Construction and Armitage Construction．

35．IT was certainly the case that when the subjontractors priced the job for the second Defendant they already had a detailed knowledge of tho particular contract from their involvement with the three companies mentioned in the praceding paragraph and I have no doubt that the inflormation available to the subcontractors was in the public domain in the sense that there was dertainly nothing confidential about it．

Resignation Issue
36，ON the moxning of 18 th March 1987 I had a meeting with Mr Brooks and Mr shirtcilff and we all agreed on the principle that we would resigr from the Plaintiff company．

37．LATER in the day I had a meeting with Mr patterson in which Mr Shirtcliff and mrooks were present in which J indicated that I was dissatisfied with the way $I$ had been treated by the Plaintiff company，in particular the salary review was overdue by about eight monthe，and share options had not been considered by the Plaintiff company．

38：－I stated as firmly as I could that I did intend to leave on the $29 t h$ of April being the period of notice that $I$ had given．

39．ALTHOUGH I was subsequently offerkd various inducements to remain with the plaintiff company
which I declined，$I$ continued with my intention to leave the company on the 29th of April and did so on that date．
$\begin{aligned} & \text { gWQRN at Chrigtchurch } \\ & \text { day of } \\ & \text { this } \\ & 1987\end{aligned}$
before me：－

A Solicitor of the High Court of New zealand


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# PRODUCTS 

COMMERCIAL DIVISION

260 DYERS ROAD P.O. Box 27039, CHRISTCHURCH. TELEPHONE: 844-079

6 April 1987
Williams Construction Limited
P.O. Box 538

CHRISTCHURCH
Attention Sandy Robertson

Dear Sir

## Re Madras Street Development

We have pleasure in confirming our verbal quotation of approximately the 25 th March 1987 of $\$ 64,861.00$ (Sixty four Thousand Eight hundred and sixty one dollars), for the supply, installation and glazing of all aluminium windows, shopfronts and commercial doors to the above contract all as per plans.

WINDOW CONSTRUCTION
Windows will be fabricated from our 39 mm full commercial suite of extrusions, not fitted with timber reveals. Auning sashes are hung on heavy dutyinterlock stays and fitted with wedge fasteners. Generally sections are extruded from commercial grade aluminium (6263T5) with a nominal wall thickness of 2.0 mm or greater. Windows have been allowed to be lug fixed all round with aluminium angle lugs. The head fixing details 16 and 17 on sheet $A 9$ to an ex25mm Rimu reveal would not be strong enough to resist normal loadings.

## SHOPFRONTS

Shopfronts will be fabricated from our 100 mm range of sections, complete with neoprene dry glazing gaskets, removable cill heads and extruded cill flashing. All joints are mechanically screw fixed. the entry $\quad$ oors will be fabricated from our standard commercial doors extrusions, again witn ary yiazirig gaskets and weather strippiny. Harquare inuıuoes Lizbbons floor springs, Lookwood 590/1 deadlock, special 38mm diameter stainless steel handles, and two flush bolts fitted to the non locking door leaf and doorstops.

## FINISH

All aluminium will be finished in 20 micron Dark Bronze anodised.

## SEALANT

All aluminium frames are sealed to the structure with Uraflex one sealant. Dur price is based upon opening being correctly prepared to give a normal clearance around each window frame without the need of extra sealant or special flashings.

## 2.

## GLASS

Windows will be glazed as per plans/specifications. Generally glass will be 6 mm clear float to $w i n d o w s$ and entry doors and 6 mm clear bondlite to glazing bars.

PROTECTION AND CLEANING
Protection will be our responsibility until frames are stored on site or installed at which point any damage would be the main contractors responsibilty. Aluminium and glass will be given a trade clean at installation. No final clean has been allowed for.

## PAYMENT

We would require payment for all materials and hardware purchased when received into our factory for manufacture, ie. off site payment based on our suppliers invoices, and our administration costs. We would also require full payment on our invoices within 30 (thirty) days of submission of our invoice on a progress claim basis up to completion of the total contract.

We have NOT Allowed For

1. Scaffolding.
2. Protection and Final Clean (as noted previously)
3. Epoxy paints or similar sealing of concrete openings prior to installation of window frames.
4. Preparing openings, making good same or any other builders work.
5. G.S.T.
6. No steel windows ar doors allowed for.
7. Cranage: With reasonable notice given we would expect to be able to use on site craneage to lift material to each level.

We thank you for this opportunity to quote and look formard to working with you on this contract in the near future.

Yours faithfully
HOME IMPROVEMENT PRODUCTS LIMITED


## AMURI BUILDING - CHESTER STREET

BUDGET SUMMARY:- (Preliminary)



