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Our ref: 1000524

21 February 2012

Marcus Elliott, Counsel Assisting Canterbury Earthquakes Royal Commission PO Box 14053 CHRISTCHURCH MAIL CENTRE 8544

Dear Mr Elliott

Royal Commission of Inquiry into Building Failures Caused by the Canterbury Earthquakes: Forsyth Barr Building

We refer to our letter of earlier today.

We have now carried out a further review of our client's archived documentation, as copied to disk.

We have identified further documentation which appears to be relevant to the issues to be considered by the Royal Commission. We attach copies, as follows:

- 1 Site Report dated 15 July 1988;
- 2 Site Report dated 2 November 1988;
- 3 Specific Conditions of Contract (annexing Preliminary and General Clauses) for works to be carried out by Paynter Developments Limited to the building now known as the Forsyth Barr Building.

We would be grateful if these additional documents could be included in the bundle to be considered by the Royal Commission at the hearing concerning the Forsyth Barr Building.

Yours sincerely

Marie Evans

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HOLMES CONSULTING GROUP

STRUCTURAL AND CIVIL ENGINEERS Offices in Christchurch Wellington New Plymouth, Auckland

SITE REPORT

JOB NAME ROBERT JONES HOUSE

JOB No 2281

S R. No 39

DATE 15.7.88

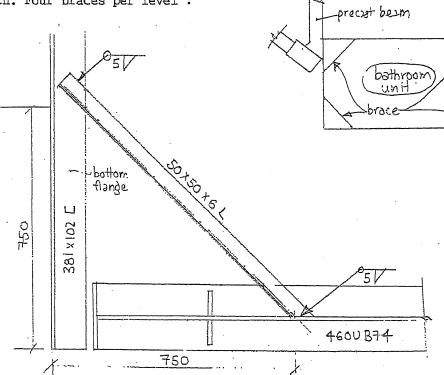
WORK REVIEWED

PAGE 2

INSTRUCTIONS & COMMENTS

Permanent Bathroom Braces

Provide angle braces to the bathroom support channel as per the following sketch. Four braces per level:



Seismic Gap for Stairs

The seismic at the bottom of the stairs between levels 2 and 3 and 4 may be reduced to 25mm due to the smaller storey height.

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J.M. FISHER

COPIES TO

HOLMES CONSULTING GROUP

STRUCTURAL AND CIVIL ENGINEERS
Offices in Wellington New Plymouth Christchurch Auckland Sydney

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SITE REPORT

JOB NAME ROBERT JONES HOUSE
JOB No 2281

SR No 87 DATE 02.11.88

WORK REVIEWED

Slab pour 17a
Part PS6 at Devcon
Four upstand on CSB foundation
Sketch No. Sk44

Remedial work required - ground floor to level 13

INSTRUCTIONS & COMMENTS SLAB POUR 17A (31.10.88)

Good work was done for this pour.

PART PS6 DEVCON

Reinforcing, cover and formwork appeared to be 0.K.

POUR OF UPSTAND ON CSB FOUNDATION

All reinforcing O.K., in upstand beam

SKETCH NO. SK44

Please find attached Sketch No. 44 relating to section 8 and 13 on drawing S312 - the ramp seismic gap.

REMEDIAL WORK REQUIRED - GROUND FLOOR TO LEVEL 13

<u>General</u>

- 1. The rubber joint sealant is to be remove from the base of all columns (interior and exterior). If the sealant has penetrated the column by greater than 20 mm, the gap shall be classed out and the
- greater than 20 mm, the gap shall be cleaned out and dry packed.

 2. The seismic gap on all stairs needs to be checked. The seismic gap is 30 mm, except at levels 2 and 3 where it is 25 mm.

 Where the gap is less than that required, the adjustment is to be made to the precast beam.
- 3. The lobby slab has not been bolted to the steel beam on many of the floors (noted: 3, 6, 9, 10, 11, 12)
- 4. Dry pack where specified contains a 50:50 ratio of cement to clean sand.
- In all repairs where excavation is required, call the engineer, to inspect after the excavation has been completed.

COPIES TO FLETCHER DEVT. AND CONST.; PAYNTER DEVT.; W + M; R.D.T.

New Zealand Institute of Architects **General Conditions of Contract**

Specific Conditions for work described as: BUILDING AT THE CNR OF COLOMBO ST. & ARMACH ST

FOR PAYNTER DEVELOPMENT: LIMITED.

S.1	DEFECT L	JABILITY	PERIOD: 6.17
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	Either	All work and materials	three	calendar months
	Or	Electrical Services	tamenti.	12 calendar months
		Mechanical Services		12 calendar months
		Fire Protection		12 calendar months
		Lifts Roofing		24 calendar months 10. years (
		Paint (exterior)		lO years
		Butynol Windows	<u>.</u>	l <u>O</u> years 5 years
S.2	INSURANCES	Sealants and Flashings		5 years
J. Z	MOUNANCES	All other works and materials		3 calendar months
	Public Liability — General		702	s 2,000,000.00
	- Motor Vehicle		7.03	\$ 2,000,000.00
	Demolition, Disposal & Preparatory Cost for Replacement Work		7.04b	s 500,000.00
	Allowances for Fees incurred			12 %
	Items not Included in Contract Sum			sN/A
	Allowance for Fluctuations incurred during Construction Period			7½ % perannum
	Allowance for Cost Incurred During Reinstatement Period		704e	
	Existing Structures Maximum Excess		7,04f	.15 % PER ANNUM
			705	\$N/A
	Note: 7.04b, c, d, e, and f are estimates given without prejudice to form a common basis for compilation of tenders.			

S.3	ACCESS TO SITE	8.02		
S.4	TIME FOR COMPLETION Refer Programmed by dates	802	Working Days after access to Site is available	
S.5	SECTIONAL COMPLETION	8.09	Applies / Does not Apply	
S6	PROGRESS PAYMENT MINIMUM	9.02c	s 10,000.00	
S.7	LIQUIDATED DAMAGES	907	\$ 17,000.00 per Working Day	
S.8	PERIOD FOR SUBMISSION OF FINAL ACCOUNT	11.01	(Seventeen Thousand Dollars) THREE calendar months after date of Practical or Sectional Completion	
S9	PERIOD FOR CHECKING FINAL ACCOUNT BY ARCHITECT	11.02	ONE	

NZ Institute of Architects General Conditions of Contract 6 Edition 1985 Copyright

S.10 The following addenda form part of the General Conditions of Contract and are part of the Contract Documents.

ADDENDUM A

General Conditions of Tender

ADDENDUM B1

Fluctuations by "VERIFICATION".

Basic cost adjustments, date. DATE OF TENDER

If no date is stated the base date shall be five working days prior to the closing of tenders.

ADDENDUM B2

Fluctuations by "FORMULA".

ADDENDUM C1

Schedule of Quantities is a Contract Document.

ADDENDUM C2

Schedule of Quantities is not a Contract Document.

ADDENDUM D

Form of Bond. In the amount of \$

N/A

2.1 GENERAL DESCRIPTION OF THE CONTRACT:

This contract is for the construction of the new retail and office building shown on the drawings.

2.2 SCOPE AND QUALITY OF WORK:

The contract is for works shown on the drawings and described in these specifications complete in all respects whether or not any particular portion is herein shown or described, provided that such portion may be reasonably inferred to be necessary to the completion of the Contract Works to the full meaning and intent of the contract.

All workmanship and materials shall be of the highest quality of the best description. 'Best' shall be taken to mean that there is not a better class of workmanship or higher quality of material available or appropriate to the work or finish required.

The Architects reserve the right to reject any work or materials which do not meet with their approval and the Contractor shall be liable to rectify such items to the Architects satisfaction at no extra cost to the Employer.

The contract shall be performed with all due and reasonable speed without avoidable delays and the building and site shall be handed over the Employer complete in every detail, weatherproof with all mechanical, electrical and moving parts in proper working order, all plumbing and drainage systems operating perfectly and the whole of the building and the site quite clean and fit for immediate occupation.

2.3 MATERIALS AND LABOUR:

All materials of every kind shall comply with all relevant New Zealand Standard Specifications. All materials shall be the best of their respective kinds. The Contractor shall provide all materials and labour of every description except where otherwise specified, and other requisites whatsoever necessary for the proper and effectual carrying out, execution and completion of the whole of the Contract Works.

He shall finish the work to the true intent and meaning of the drawings and specifications taken together whether a portion of same may or may not be particularly shown on the drawings or described in this specification provided the same is to be reasonably inferred therefrom. It must be distinctly understood that the whole of the conditions of the specification are intended to be strictly enforced and that no charges in respect to extra works will be allowed unless they are clearly outside the spirit and meaning of the specification or unless such works shall have been ordered in writing by the Architects.

Any instructions given verbally are to be deemed as instructions for the proper execution of the works, not involving extra charges.

2.3 MATERIALS AND LABOUR: (Continued)

Figured dimensions are to be followed in preference to scaled dimensions and all dimensions and particulars are to be checked from the actual work. Conflicting dimensions on the drawings or in the works shall be referred to the Architects for a ruling.

2.4 ORDERING OF MATERIALS:

As soon as a contract is let the Contractor shall and all of the subcontractors for the job shall consider the timing and the critical lead times for placing orders for all of the materials and elements required for the construction and completion of the Contract work.

Provisions will be made for payment of the cost of materials or elements that have been ordered and held in store on or off the site. Payments for off site material will only be made in respect of materials fabricated or comprising elements clearly identifiable as being for this particular project.

In case of materials held in store off the site the following documentation will be required before payment will be certified.

- The Contractor shall provide a detailed claim listing each item of material, its quantity and its cost fully extended.
- 2. The Contractor shall obtain and provide documentary evidence to support that materials and elements claimed for are properly and adequately insured for their full replacement value in the joint names of the Contractor and the Employer.
- 3. The Contractor shall provide to the Architects a letter assigning to the Employer ownership of the materials or elements stored off the site.
- 4. The Contractor shall permit the Employer, the Architect or their agents to inspect the materials or elements concerned at any time and be responsible for all associated costs in arranging their inspection.
- 5. All of the materials and elements shall be marked for identification with the name of the contract and the Employer clearly marked in a manner approved by the Architects.

In the event of materials that have been ordered not being available in time to fit in with the construction programme a list of alternative but equivalent materials proposed as replacement shall be submitted to the Architects for their approval and direction.

Any variations in cost occasioned by alternative materials being required, will be permitted and authorised by the Architects only if evidence can be supplied to show that orders were placed with

2.4 ORDERING OF MATERIALS: (Continued)

due consideration having been given to timing and critical lead times to fit in with the construction programme.

2.5 GENERAL CONDITIONS OF CONTRACT:

The general conditions of this contract are those contained in the Sixth Edition 1986 of the General Conditions of Contract published by the New Zealand Institute of Architects.

2.6 SPECIAL CONDITIONS OF CONTRACT:

The Contractor's attention is drawn to the following Special Conditions of Contract which vary from or are in addition to the NZIA General Conditions of Contract. Further should there be any conflict between these Special Conditions of Contract and the NZIA General Conditions of Contract then the Special Conditions of Contract shall prevail.

2.6.1 Special Condition No. 1

Delete clause 8.03 (c) from the General Conditions of Contract.

2.6.2 Special Condition No. 2

Adverse weather conditions shall $\underline{\text{not}}$ be grounds for extension of the time for completion.

The Contractor, in his price and in the time in which he offers for completion, shall make all allowances for the effects of adverse weather conditions upon the progress of the works and performance of the contract including allowances for reprogramming the work and/or providing additional resources to overcome such effects without extending the contract period or varying the contract sum.

2.6.3 Special Condition No. 3

Add the following to clause 8.03 (d) of the General Conditions of Contract:

Provided that no extension will be granted where the cause of such strike or lockout is the direct action of the Contractor on the site or other site under the control of the Contractor and within the area of jurisdiction of the Canterbury Master Builders Association and by arbitration court or any other recognised industrial tribunal or mediator that action is found not to have been justified.

2.6.4 Special Condition No. 4

Add the following to clause 8.03 (f) of the General Conditions of Contract:

..... and provided that advice on the delay due to a variation is submitted to the Architect in writing with the variation price or before a variation is begun to the Architects instruction.

GENERAL CONDITIONS OF CONTRACT: (Continued) 2.6

Special Condition No. 5

Delete clause 8.03 (h) from the General Conditions of Contract.

Special Condition No. 6

Add the following to clause 8.03 (j) of the General Conditions of

.... provided that advice of delay by such cause is submitted to Contract: the Architect in writing immediately the cause is known to the Contractor.

Special Condition No. 7 2.6.7

Industrial Disputes

In the event of industrial strikes or disputes for any reason having adverse effect on the contract the Architect may suspend the part(s) of the work so affected. If the effect is such as to completely affect the works or the Employer's interests then the Employer has the right to terminate the contract. For purposes of this specification a strike shall be defined in terms of the Industrial Relations Act 1973 together with any amendments.

In the event of the Employer terminating the contract in accordance with this clause then upon the date of termination reasonable actual costs together with a proportion of preliminaries and contract margin and all claims by and liabilities to subcontractors, suppliers and other parties arising out of the termination of their subcontracts as a result of the termination of the contract shall be paid by the Employer to the Contractor and neither party to the contract shall have any other claim or rights whatsoever on the other either in law or equity. Before leaving the site the Contractor shall secure the site to a condition acceptable to the Architect and the additional costs of such securing will be paid by the Employer to the Contractor.

Special Condition No. 8 2.6.8

Construction Programme

Refer to Preliminary and General 2.31 of this specification. The provision and operation of a construction programme is hereby declared to be a Special Condition of this contract.

SUBCONTRACTORS AND NOMINATED SUBCONTRACTORS:

As required by section 33 of the Wages Protection and Contractors Liens Act 1939 the Contractor must submit with his tender a list of all subcontractors he proposes to employ. The Architects reserve the right to object to any name on the list. Conversely no subcontractor approved by the Architects shall be subsequently changed without the prior written agreement of the Architects before the main contract is signed.

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PRELIMINARY AND GENERAL CLAUSES

2.7 SUBCONTRACTORS AND NOMINATED SUBCONTRACTORS: (Continued)

During the tendering period the Architects will advise all tenderers of the names and tendered prices of selected specialist contractors referred to in this specification as nominated subcontractors. The tenderers will be invited to include these specialist contractors and offer them as subcontractors (as with all normal subcontractors) with their tenders. The opportunity will exist therefore, during the tendering period, to negotiate any condition relative to the contract and allow for same in the main tender.

The Contractor shall enter into contracts with the various subcontractors and nominated subcontractors making such conditions as those under which he himself has contracted where they are appropriate to the subcontract and is to impose no conditions more drastic; such conditions are to fix time for completion which shall be reasonable for carrying out of their contracts.

The Contractor Paynter & Hamilton Construction Ltd. shall make his own arrangements with all subcontractors and where appropriate and possible, with nominated subcontractors for the following:-

Scaffolding and Hoisting

Electricity

The Contractor shall provide 3-phase 400 volt and single-phase 230 volt power at an adequate number of locations for subcontractors and nominated subcontractors to make connections for electric power for the normal site work of their trades.

Sheds

Water

The main Contractor shall provide a site ground level water connection and meter, and pay all charges of same.

He shall allow all subcontractors and nominated subcontractors normal and reasonable access to and connection to this water supply.

Storage

The contractor shall make allowances for his own storeage facilities and seek approval for the type and location of such storage.

Co-operation

The Contractor shall ascertain from each subcontractor all particulars relating to his work, with regard to order of its execution, and the position in which chases, holes, mortices an similar items will be required for the work before it is put in

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PRELIMINARY AND GENERAL CLAUSES

2.7 SUBCONTRACTORS AND NOMINATED SUBCONTRACTORS: (Cont'd)

hand, as no claims will be allowed for extra cost of cutting away work already executed in consequence of any neglect by the Contractor to ascertain these particulars beforehand.

2.8 LIENS ACT:

All relevant provision of THE WAGES PROTECTION AND CONTRACTORS' LIENS ACT 1939 and its amendments, as applicable to building contracts, shall be deemed to apply to this contract.

The Contractor's and all subcontractors attention is hereby drawn in particular to the interpretation of 'completion' contained in that Act, which reads as follows:-

"For the purposes of this Part of this Act the work specified in any contract or subcontract shall be deemed to be completed when, with such variations, omissions, or deductions as have been duly authorised or agreed upon, it has been performed in accordance with the contract or subcontract, notwithstanding that the Contractor or subcontractor may then or subsequently be employed in doing additional or extra work which is connected with or related to the work but is not specified in the contract or subcontract, or that he may be liable to rectify defects in the work discovered since the performance thereof and during any period of maintenance provided for by the contract or subcontract."

A COMPLETION CERTIFICATE formally declaring the contract to be completed and declaring the date from which the 'Liens Period' shall run, will be issued by the Architects only when they are fully satisfied that the contract is completed in accordance with the above interpretation.

Anything whatsoever remaining under the contract to be completed in accordance with the interpretation, will prevent the issue of the COMPLETION CERTIFICATE and thus the release of the Liens retention monies.

2.9 CONTRACT VARIATIONS:

It must be distinctly understood that the whole of the conditions of this contract specification are intended to be strictly enforced and that no extra charges in respect to extra works will be allowed unless they are clearly outside the spirit and meaning of the specification or unless any such work shall have been ordered in writing and the cost of same agreed to in writing by ordered in writing and the cost of same agreed to in writing by the Architects. Any instructions given verbally shall be deemed as instructions for the proper execution of the works not involving extra charges.

In any case where a variation is contemplated the Architect may issue to the Contractor a Variation Price Request (VPR) calling upon the Contractor to submit a price for the contemplated variation calculated in accordance with the provision of Clause 10.03 of the General Conditions of Contract and the Contractor

2.9 CONTRACT VARIATIONS: (Continued)

shall submit such price to the Architect within the period stipulated on such Variation Price Request.

Variations will be authorised in writing by the Architects on their official Variation Order (VO) form.

2.10 ACCOUNTS TO BE PRODUCED:

The Contractor shall at the time of settling the various accounts, produce receipted accounts for all goods or services described in or supplied under Nett Sums.

2.11 MAINTAIN PUBLIC PROPERTY:

The Contractor shall maintain and protect public property and that of drainage, electricity, highway, water and telephone authorities and that of similar undertakings, and is to make good or pay for the reinstatement of all damage thereto.

2.12 CARE OF WORKS:

The Contractor is to keep all persons on the works (including those employed by subcontractors) under his control and within the boundary of the building site, and he shall be held responsible for the care of the works, generally until their completion including all work executed and materials deposited on the site by himself or subcontractors and suppliers, together with all risks arising from weather, carelessness of the operatives or damage or loss except by fire and is to allow for all necessary watching and protective lighting.

2.13 CLEANING AND PROTECTION OF WORK:

The Contractor shall frequently and in any case whenever so required by the Architects and at completion, remove from the building and site all rubbish, litter and surplus materials which may accumulate and shall take all reasonable precautions to protect finished surfaces from damage or disfigurement or distortion of finished work of other trades and will be responsible for the cost of restoring any surface harmfully affected.

Particular care shall be taken by all trades to avoid scratching, denting or bruising finished exposed joinery timbers. All paint or plaster scratches or other marks which may stain shall be removed and cleaned off immediately.

On completion the Contractor shall engage an approved firm of commercial cleaners to most thoroughly and repeatedly sweep, vacuum, dust, clean and polish all visible and accessible surfaces throughout the works and to clean and polish all glass, fittings and the like, all to the Architects approval and shall leave the building and site clean and tidy with all services and moving parts tested and in proper working order, so that the premises are fit for immediate occupation in perfect condition and to a high standard of cleanliness.

2.14 PROTECTION OF PROPERTY AND REPAIR OF DAMAGE:

The Contractor shall be solely responsible for protecting the Employers property, plant, equipment and services, adjoining roadways and footpaths from damage due to the building operations, and he shall make good any such damage to the satisfaction of the Architects, at no cost to the Employer.

Should any damage occur the Contractor shall immediately take such steps to minimise damage or protect against further damage as may be instructed by the Architects. Any such instructions given and carried out shall in no way limit the Contractor's liability. The reinstatement or repair of any damage shall be carried out by the Contractor without delay and to the instructions and entire satisfaction of the Architects and/or the authorised agent of any affected parties.

2.15 PERMITS:

All works are to be carried out in conformity with all laws, statutes, and in particular in accordance with the Christchurch City Council requirements, by laws and town planning ordinances.

All hoarding, building, scaffolding, crane, electrical, drainage and other required permits, levies or fees shall be taken out and paid for by the Contractor (or subcontractor concerned) before the particular work requiring a permit, is begun.

2.16 FOREMAN AND/OR PROJECT MANAGER:

A competent general foreman or project manager shall be constantly on the works.

2.17 SETTING OUT ETC:

The Contractor shall do the setting out of all works and shall be responsible for its accuracy and must amend any errors. The Contractor shall verify all dimensions on the site before commencing work and report any discrepancies to the Architects for their decision.

The Contractor shall do all on-site measuring and calculation of dimensions which may derive from information supplied or from existing conditions or from other parts of the works built or to be built.

The Contractor shall make all necessary templates. The Contractor shall set out and build the whole and the parts of the work accurately in position and all to the shapes, sizes, dimensions, numbers, angles, pitches, levels, gradients and bearings as shown on the drawings and generally straight square, plumb, true to line and to place, without creep or twist, sag, bow, or wind, of good fit and with proper clearances.

The contractor shall allow and provide all necessary and appropriate construction tolerances and fitting tolerances.

2.18 ATTENDANCE ON OTHER TRADES:

The Contractor shall attend on, cut away for and make good after all trades.

2.19 VISIT SITE:

The Contractor and subcontractors are advised to visit the site prior to tendering and to satisfy himself as to site conditions, levels, access, distances etc. and all other matters affecting the execution of the work and will be taken to have obtained for himself all such information as may be necessary notwithstanding any particulars given herein, as no claims for extras will be allowed on the grounds of ignorance of the site or of the conditions under which the work will be executed.

2.20 TIME FOR COMPLETION OF CONTRACT:

In accordance with the subcontract tender documents and/or in accordance with the project critical path programme.

2.21 JOB TELEPHONE:

The Contractor shall pay for, allow for and arrange for a job telephone in the foremen's office on the site and shall pay for rentals and charges for same.

2.22 CONTRACT SIGNAGE:

Any subcontract signage must be approved by the main contractor before if can be erected.

2.23 SERVICES AS BUILT PLANS:

"As built" plans of all mechanical, plumbing, drainage, fire protection and electrical contract works shall be prepared by the subcontractors concerned.

"As built" plans shall be to the approval of the Architects and the Consultant Engineers. They shall be supplied complete with written advice that they are a full and correct record of the particular work as built. They will be further checked for accuracy by the Architects and/or Consultant Engineers and returned for correction until finally approved. They shall be in the form of best quality transparency full size copies which are properly draughted, accurate to scale, and clear to read. Acceptable "as built" drawings shall be supplied to the Architects by the Subcontractor before the issuing of the complete certificate.

A final payment certificate will not be issued until acceptable "as built" drawings for all the above listed works are in the Architects hands.

2.24 ARCHITECTS AND CONSULTANTS:

A. Architects

The terms 'Architect' in the specifications and the Conditions of Contract shall mean Warren & Mahoney Architects Limited or its duly appointed representatives or in the event of that company properly ceasing to be the Architect for the purpose of this contract such other registered Architect as shall be reasonably nominated for that purpose by the Employer. Provided a lways that no person or company subsequently appointed to be the Architect under this contract shall be entitled to disregard or over-rule any decision, or approval or direction given in writing by the Architect for the time being. The Contractor shall be notified in writing if and when the Architect ceases to act.

B. Engineer

The term 'Engineer' in the specifications shall mean Holmes Consulting Group Limited, Consulting Engineer, or its duly appointed representatives, or in the event of that company properly ceasing to be the Engineer for the purpose of this contract such other registered Engineer as shall be reasonably nominated for that purpose by the Architect with the approval of the Employer. Provided always that no person or company subsequently appointed to be an Engineer under this contract shall be entitled to disregard or over-rule any decision or approval or direction given in writing by the Engineer for the time being.

The Contractor shall be notified in writing if and when any of the above defined Engineers ceases to act.

C. Quantity Surveyors

The Term 'Quantity Surveyor' in the specification shall mean Russell Drysdale and Thomas Limited, Quantity Surveyors, or their duly appointed representatives, or in the event of their death or properly ceasing to be the Quantity Surveyors for the purpose of this contract such other registered Quantity Surveyors as shall be reasonably nominated for that purpose by the Architect, with the approval of the Employer. Provided always that no person or company subsequently appointed to be a Quantity Surveyor under this contract shall be entitled to

C. Quantity Surveyors (Continued)

disregard or over-rule any decision or approval or direction given in writing by the Quantity Surveyors for the time being.

The quantity surveyors service is for 1st stage only; being the preparation and supply of schedules of quantities for tender purposes.

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PRELIMINARY AND GENERAL CLAUSES

2.25 CONFLICT BETWEEN PRELIMINARY AND GENERAL CLAUSES AND THE N.Z.I.A. GENERAL CONDITIONS OF CONTRACT:

Should there be a conflict between the provisions of this part of the specification headed Preliminary and General Clauses and the NZIA General Conditions of Contract then the provisions of the Preliminary and General Clauses of the specification shall prevail.