
From: Graeme Barclay
Sent: 27 April 2010 08:12
To: Michael Blake
Subject: RE: Defect notification

Yes, you are missing something here. If we do not get CUS to carry out repairs, then culpability with what has been done initially by CUS and any other consequential issues arising will be nullified. Therefore the risk profile increases in **tie**. Not an ideal situation, but we must start getting into the longer term mindset and not just focus on the immediate consequences. Another point to note, is that I very much doubt CD will carry any risk associated with any repairs they carry out (reinstatement wise) due to the unknown element of the adjacent material integrity. We can discuss if you need to.

GB

Graeme Barclay
Construction Director

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From: Michael Blake
Sent: 26 April 2010 18:24
To: Graeme Barclay
Subject: RE: Defect notification

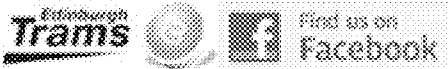
Graeme – on the basis of the below red text what benefit is there is getting CUS to do the remedial work? We lose time waiting for CUS and have to pay Clancy Docwra for the delay which we can't recoup from CUS – therefore why don't we just get Clancy to do the work? Or have I missed something?

Michael Blake
Project Manager

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From: Graeme Barclay
Sent: 23 April 2010 10:03
To: Graeme Younger
Cc: John Casserly; Thomas Caldwell; Michael Blake; Russell Maxwell
Subject: RE: Defect notification

Graeme, responses highlighted below.

Thanks will update on what I thought we had previously notified any defect that had been identified. However, we expose ourselves to risk whichever way we go. CD are delayed by having to watch CUS carry out remedial works or we have to pay cd and still have a delay however at least we have control over our programme . Using or giving cus the opportunity to repair leaves us with having to arrange tm to suit their requirements as in the case of the hydrant replacement at York place which now cannot be completed until we extend the worksite which impacts on other works we are trying to do on the opposite side of the road. We have possible 2 further hydrants now to be investigated at Dublin st but this impacts on CD work access so have not asked them to do these yet. No one is looking for an easy ride out of this but what can we recover from CUS? CD standing and programme time loss? Or nothing. **The exit agreement and the fact substantial completion has been granted nullifies CUS from any consequential costs associated with their remedial works – no luck there!**

4 blocked ducts on bottom 2 rows 55m from elder st all others pass now we have jetted and cleaned out. We are testing with BT Monday night and then cus can go in to do their tests on the 4. This may negate the whole 24 way test but we need proof with BT that the rest test. If there is a dig down then all ducts on the 24 way will require to be retested, who pays for that? **CUS will need to retest any of the ducts they affect at their own cost.**

We are identifying potential further leaks on the 400mm main at Conan Doyle which are likely but not yet proven to be mechanical joints but these are on CUS section. As of yet we have not yet put the 400mm main anywhere near SW for a formal test. For the completion programme of cd works I need to cut out any interface with CUS works however they are impacting on the gas water and BT luckily we don't test cable and wireless and thus but there is going to be an extended period in York place on the combined utility testing now past the completion of works date which gives rise to who pays for the tm. Currently how do CUS pay for the tm we have in place but they are using to address their issues? **If by CUS action the TM has to be extended, amended or otherwise, over and above what CD required, we (JC and I) need details of what was needed and the costs associated with this TM and CUS will be charged accordingly.**

Trust this clarifies.

Graeme


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 *Help to save paper - do you really need to print this email?*

From: Graeme Younger
Sent: 23 April 2010 09:20
To: Graeme Barclay
Cc: John Casserly
Subject: RE: Defect notification

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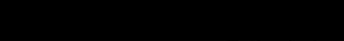
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I hope I am invited back for the lessons learned seminar at the end of this contract

best regards
Graeme

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From: Graeme Barclay
Sent: 23 April 2010 08:15
To: Michael Blake; Graeme Younger; Russell Maxwell
Cc: John Casserly; Thomas Caldwell
Subject: Defect notification
Importance: High

Gents, following on from an earlier e-mail from Graeme Y, it would appear to me that there are more defects within the sections than I am aware of. I understand it is a moving feast, but to ensure the programmes are not affected unnecessarily I really need clear visibility of all the defects you are aware of within each of your sections. Furthermore, it is vital these are raised as soon as to me, in order for me to formally notify CUS to arrange resources to address the matter. Again, appreciate this may appear to be the least effective approach to addressing the problem, but we have to give CUS the opportunity to remediate their problems, otherwise we are exposing tie to unnecessary risk and additional costs.

Can you please forward to me a list of all the current CUS defects you are aware of within each of your sections today. I will then cross reference against what I have noted.

Any issues with this, call me direct.

Graeme


Graeme Barclay
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