

SITE INSTRUCTIONS AND DAYWORK PROCEDURES FOR SUB-CONTRACTORS FOR PERCEIVED VARIATIONS TO CONTRACT WORKS

Variations & Instruction

- 1.0 The Contractor may issue to the Sub-Contractor such instructions as it sees fit to vary the quantity or quality of the Sub-Contract Works (including any design) or any other matter which may affect the carrying out of the Sub-Contract Works including, but not limited to (a) any addition, omission or substitution of work; (b) alteration of the kind of standard of any materials or goods for use in the Sub-Contract Works; and (c) obligations or restrictions relating to access, working space or working hours.
- 1.1 any instructions issued by the Contractor to the Sub-Contractor must be given in writing. The Sub-Contractor shall comply with any such instruction from the Contractor immediately upon receipt of such instruction.
- 1.2 no instructions issued by the Contractor or subsequently sanctioned by it shall vitiate the Sub-Contract.
- 1.3 where the Subcontractor believes there a financial impact arising from the instruction against the Sub-Contract Sum, the Sub-Contractor is to notify the Contractor of that prior to commencing the relevant works.
- 1.4 when the financial impact of the instruction is evaluated, this may also result in a reduction in the Sub-Contract Sum. The Contractor reserves the right to make adjustments to the Sub-Contract Sum accordingly.
- 1.5 the Contractor and the Sub-Contractor will agree in writing an appropriate adjustment to the Sub-Contract Sum resulting from the impact of an instruction by the Contractor at any time prior to compliance with such instruction and any payment due to the Sub-Contractor shall be made in accordance with the Sub-Contract.
- 1.6 where on occasions an immediate response is required from the Subcontractor and there is no opportunity to agree on the impact of an instruction in advance of the works being carried out, in these instances the Subcontractor is to obtain an instruction from the Contractor (or its Project Manager in charge) to proceed without advance agreement of a price and to supply the following information; (a) signed daywork sheets with actual effective hours worked, agreed by the Contractor's Site Project Manager; (b) description of works undertaken; (c) description and quantities of materials used including copies of any relevant invoices; and (d) description of plant utilised and periods for these including copies of any relevant invoices.
- 1.6.1 any work carried out on a daywork basis shall be recorded on a daywork sheet within 48 hours of the works being carried out. The daywork sheet will be discussed at the next regular Production Meeting.
- 1.7 the instruction and day work sheets will be considered to be a record of time and resources spent carrying out the specified works only and the value of these will be assessed against the Sub-Contract Sum and/or Sub-Contract Rates by the Contractor. The Sub-Contractor is to submit its day works claim along with its claim for payment for the relevant month by the end of that month.
- 1.8 the Contractor reserves the right not to pay for variations or day works if not accompanied by the relevant instructions and information.
- 1.9 where the Contractor and the Sub-Contractor have not agreed or cannot agree an appropriate adjustment to the Sub-Contract Sum it shall be adjusted as follows; (a) where any additional, substituted or omitted work is of a similar nature or character to any parts of the Sub-Contract Works it shall be valued by reference to an appropriate Sub-Contract Documents (if any); (b) alternatively such work shall be valued at fair rates and prices as determined by the Contractor; and any payment due to the Sub-Contractor shall be made in accordance with the Sub-Contract.