

RECOMMENDED CHANGES TO DRAFT STANDARD

<p>To: Kiri Cook-Green Standards New Zealand Private Bag 2439 WELLINGTON</p> <p>Fax: +64 4 498 5994 Email: kiri.cook@standards.co.nz</p>	<p>From: (Your Name and Address) NZIA Members of Joint Contracts Committee Attn. Norrie Johnson (norriejohnson@clear.net.nz) New Zealand Institute of Architects P O Box 2516 Shortland Street Auckland 1140</p>	
	<p>Closing date for comment 9 November 2012</p>	<p>Date of your comments 9 November 2012</p>
<p>DZ3910 V2.0 Committee: P3910</p> <p>Title: Conditions of contract for building and civil engineering construction</p>		

Comment is preferred in electronic format using Microsoft Word 97 or above, following the layout below. Electronic drafts are available from Standards New Zealand web site at <http://www.standards.co.nz>.

The following form is for comments to be submitted electronically. Please email your comments to kiri.cook@standards.co.nz

GENERAL COMMENT

Type your general comments in the box. The comment box will automatically expand to accommodate comments of any length.

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SPECIFIC COMMENT

Insert the number of the clause, paragraph or figure. Do not preface the number with words (i.e. 1 not clause 1). If there is no clause number, use the section heading (e.g. Preface). Insert the page, paragraph and line number as appropriate. Use a new row for each comment.

The rows will automatically expand to accommodate comments of any length. Remove unused rows, or insert additional rows as required. To insert extra rows at the end of the table, go to the last cell and press the TAB key.

Clause/ Para/ Figure/ Table No	Page No	Recommended Changes and Reason <i>Exact wording of recommended changes should be given</i>
11.1		Defects Notification Period – Agree with this change of nomenclature
11.3 Schedule 16		Final Completion Certificate Recommend removing “Final”. The use of the word “final” is too absolute. Another alternative which we favour is “Contract Completion Certificate”
Definition	15	Producer Statement Recommend removing from definitions the possibility that the Producer Statement could be anything more than the current form (PS3) in Schedule 6. Currently producer statements are not required by law. Making the definition of Producer Statement to mean anything that the local or public authority says is required is too open. We recommend that all other references to Producer Statements remain as you have them in this draft. Appendix D refers to Producer Statements required by Building Act 2004 but we are not aware that they are referred to in the Act.
12.10		Provisional Items Agree with inclusion of this.
5.10		Comprehensive Programme Recommend removing prescriptive aspects of this. This would normally be handled in the Specification. There needs to be a clause in the Specific Conditions where one can opt out of requiring a Comprehensive Programme.
5.17		Quality Plan Recommend removing prescriptive aspects of this. This would normally be handled in the Specification.

Clause/ Para/ Figure/ Table No	Page No	<p align="center">Recommended Changes and Reason <i>Exact wording of recommended changes should be given</i></p>
Appendix E6.1		<p>Copyright</p> <p>We prefer that copyright should remain with the original designer unless specifically agreed otherwise.</p> <p>The entire principle has practical problems and these are the same for every d&b or similar project, unless it is a simple one. Architects normally sign up to the AAS in the early stages, prior to contractor being engaged. The contractor then gets appointed to a d&b contract (or variant) and then requires via novation the architects to enter into an agreement that may be more onerous - and would be if using the proposed 3910. 7.1.1(d) (which reflects and reinforces the unreality that the builder is appointed before the consultants/architect - which is often not the case). This situation may be averted by using clause 2.8.8 which talks about novation (bottom of page 81), but the two clauses are so separated in the document as to be confusing and perhaps contradictory.</p> <p>5.12.3 Should reinforce that any New IP rights transferred to the Principal are only for the contract works and can not be used elsewhere (for example on other future projects). But also, if used elsewhere there should be no liability on the original designer. There should not be the potential for the Principal to take new IP</p>
Schedule 14		<p>Off site materials</p> <p>This seems overly complex. Recommend simplification.</p>
11.5 Warrantie s		<p>Differences with NZIA version. Should they be the same as an industry standard?</p>
12.7.4		<p>Agree with this.</p>
12.10		<p>Guide note needed? The specific condition format should show the units/quantities.</p>
15 SERVIC E OF NOTICE S		<p>Should take effect on the day if received before 5pm.</p>

Clause/ Para/ Figure/ Table No	Page No	<p style="text-align: center;">Recommended Changes and Reason <i>Exact wording of recommended changes should be given</i></p>
Schedule 15		The wording doesn't provide adequate protection for the party issuing the certificate.
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Schedule to conditions of tendering	G	Other options for pricing variation fees % or \$ actual costs