C24 – Contractor’s claim for cost incurred due to resolution of an inconsistency, etc. in documents

(Subclauses 8.1 and 41.1)

DATE: [INSERT DATE OF NOTICE]

TO SUPERINTENDENT: [INSERT SUPERINTENDENT]

TO PRINCIPAL: [INSERT PRINCIPAL]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

CLAIM No.: [INSERT IDENTIFICATION NUMBER OF CLAIM]

Prescribed Notice

The Contractor refers to the Contractor’s notice dated [INSERT DATE OF NOTICE IN FORM 24A] stating that the Contractor considers that the Superintendent’s direction dated [INSERT DATE OF DIRECTION] resolving the inconsistency, ambiguity or discrepancy in the following document(s) prepared for the purpose of carrying out WUC, namely [SET OUT DETAILS OF THE DIRECTION] is a compensable direction.

The Contractor claims by way of this prescribed notice pursuant to clause 41, that it has incurred more cost as a result of the direction being given.

[OPTION A - CONTRACTOR TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The Contractor claims the sum of [INSERT COST CLAIMED] (excluding GST) being the additional cost it has incurred as a result of the direction.

[OPTION B - CONTRACTOR TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The costs incurred as a result of the direction are not yet known however Contractor estimates that the quantum of the claim is [INSERT ESTIMATE OF COST CLAIMED] (excluding GST) being the estimated additional cost it has incurred as a result of the direction.

The Contractor’s itemised breakdown of the quantum of the claim, is as follows:

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| [INSERT DETAILS OF CALCULATION OF QUANTUM OR ESTIMATED QUANTUM OF CLAIM OR ATTACH FURTHER SHEETS IF NECESSARY]. |

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| --- | --- |
| Signed for and on behalf of the Contractor: |  |
|  |  |
| Signature |  |
|  |  |
| Name |  |
|  |  |
| Date |  |

|  |  |
| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | This notice assumes the Contractor will claim the cost by way of this notice which is in form of a prescribed notice under subclause 41.1 and, as such, the notice complies with the requirements of clause 41. Such notice should accordingly be given as soon as the Contractor becomes aware of the claim. It must be given to the Principal and the Superintendent. |
| b) | The Contractor has, under clause 41, a further 28 days to supply further particulars of the claim if the Contractor is unable to provide sufficient particulars in this notice. See generally Form PC150 under clause 41. |
| c) | The Superintendent must assess the claim within 56 days of the date of this Contractor’s notice whether or not further particulars are supplied by the Contractor. |
| d) | See generally the notes to clause 41 in section 15.8 of Chapter 15 of the HB 140 Manual. |
| e) | As to service of Form C24 refer to clause 7. |