PC23 – NOTICE OF INCONSISTENCY, AMBIGUITY OR DISCREPANCY

(Subclause 8.1)

DATE: [INSERT DATE OF NOTICE]

TO SUPERINTENDENT: [INSERT SUPERINTENDENT NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

The [INSERT "CONTRACTOR" OR "PURCHASER"] notifies you of an inconsistency, ambiguity or discrepancy in or between any documents prepared for the purpose of carrying out WUC as follows:

|  |
| --- |
| [PROVIDE DETAILS OF THE INCONSISTENCY, AMBIGUITY OR DISCREPANCY] |

Please direct the Contractor as to the interpretation or construction of the document to be followed by the Contractor in carrying out WUC as a result.

|  |  |
| --- | --- |
| Signed by the [INSERT "PURCHASER" OR "CONTRACTOR"]: | |
|  |  |
| Signature |  |
|  |  |
| Name |  |
|  |  |
| Date |  |

|  |  |
| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | The obligation to notify inconsistencies, etc., falls on both the Contractor and the Purchaser under subclause 8.1. |
| b) | If the Superintendent’s direction to resolve the inconsistency, ambiguity or discrepancy is a compensable direction and the Contractor’s compliance with it causes the Contractor to incur more cost than would have been incurred if the direction had not been given, then, subject to the Contractor’s compliance with subclause 8.1, the Superintendent must assess such cost and the Contractor could include that work in a progress claim under subclause 37.1. |
| c) | As to service of Form PC23 refer to clause 7. |