**MB-010 Programming Discovery Questions**

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Nominating Organization: Institute of Public Works Engineering Australasia

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| Q1.         Do you consider the following questions raise an issue as to risk allocation and should not be pursued?  *In considering this question you may consider that it is the overall risk allocation of the contract which is relevant, not the risk or obligation relating to a particular administrative step.*  *If you consider that the following questions should not be pursued, please also comment on the questions on the basis that they are pursued.* |
| A: No, the Program is a live document and should not impact the overall risk allocation as long as departures to the Program are reasonable and justifiable. |
| Q2.         Do you consider the Program should be a Contract Document? |
| A: Yes, it is currently a Contract Document. |
| Q3.         If yes, to Q2, what function do you want the Program to have? |
| A: The Program should include various stages or portions of the Works and shall be kept up-to-date to assist Superintendent with assessing progress claims and variation claims such as Extension of Time claims. |
| Q4.         Should the Contractor be obliged to table a Program at a time specified in the Contract? |
| A: Yes, if such request is specified in the Contract, the Contractor shall be obliged to table a Program. |
| Q5.         If yes to Q4, at what time, after execution of the Contract, should the Program be tabled? |
| A: This should be tabled as per the direction of the Superintendent (preferably prior to commencing works on site). |
| Q6.         Should the Contractor be entitled to depart from a Program (without the consent of the Superintendent)? |
| A: No. The Contractor should be obliged to undertake WUC as per the Program. Any proposed departures should be submitted to the Superintendent prior to departing from a Program. |
| Q7.         If the Contractor departs from a Program, should the Contractor be obliged to table an updated Program (within a specified time)? |
| A: Yes, as the Program is a Contract Document, any departure should be regarded as a variation to the Contract with updated Program. |
| Q8.         If yes to Q7, how long after departure should the Contractor table the Program? |
| A: As soon as practicable. |
| Q9.         Should the Contractor be obliged to identify the days on which it is proposing to work? |
| A: Yes, the days should be clearly identified in the Program. |
| Q10.       If yes to Q9, when and how should the Contractor identify these days? |
| A: The work days should be identified in the Program the same time tabling the Program. |
| Q11.       If yes to Q9, if the Contractor does not work on a proposed day (and this is not by reason of a qualifying cause of delay), should this be taken into account in assessing any EoT entitlement (by way of a reduction in the entitlement)?  Yes. As the work days are identified in the Program, any days not worked and not by reason of a qualifying cause of delay should be the risk to the Contractor. If the Contractor is not able to put in extra effort to meet the specified PC date, then this should be taken into account in assessing EOT entitlement. |