

EXAMPLE 2

3rd DRAFT

V8

SUPPLEMENTAL AGREEMENT

Omission of Works

FOR

OMISSION OF PILE HEAD TRIMMING WORKS

FOR

↑ proposed by contractor

Reason:-

[Not enough time to cope with the work
It's better to ~~do~~^{be} done by the superior contractor.

REDEVELOPMENT OF LEI MUK SHUE ESTATE PHASE 3
(PILING CONTRACT)

FOR

THE HONG KONG HOUSING AUTHORITY

CONTRACT NO. 75 OF 2000

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made the _____ day of _____ 2001 BETWEEN the Hong Kong Housing Authority of 33 Fat Kwong Street, Kowloon ("the Employer") and BACHY SOLETANCHE GROUP LTD. whose registered office is situated at 3/F, Kowloon Centre, 29 Ashley Road, Tsimshatsui, Kowloon ("the Contractor").

WHEREAS

- A) This Supplemental Agreement is supplemental to the Agreement in respect of the Piling for Redevelopment of Lei Muk Shue Estate Phase 3 at Kwai Chung, New Territories, known as Contract No. 75 of 2000, between the Employer and the Contractor ("the Agreement"), the Articles of Agreement to which are dated 21st February 2001.
- B) Pursuant to the Agreement, the Contractor has undertaken to execute the Works to the satisfaction of the Contract Manager in accordance with the Conditions of Contract, the Form of Tender and Acceptance thereof, the Drawings and Specification.
- C) The Contractor now proposes to omit the pile head trimming and preparation works from the Agreement (the "Proposal").
- D) The Employer agrees to the Proposal subject to the terms and conditions of this Supplemental Agreement.

NOW IT HEREBY AGREED AS FOLLOWS :-

- (1) scope of omission The scope of omission under the Proposal shall be excavating for, cutting off and removing from Site all foundation pile heads to required level; trimming; providing dowel bars; straightening or bending projecting reinforcement as necessary; painting dowel bars and reinforcement with cement grout and bituminous paint or providing welding cap plate etc.; backfilling with excavated and/or imported General Filling Material including backfilling voids with Special Filling Material; spreading and leveling any surplus excavated Suitable Materials within Site; removing all excavated Unsuitable Material from Site; all as required by the Specification (hereinafter called "the Pile Head Trimming Works").

deduction value

- (2) The value of the Pile Head Trimming Works in the amount of \$617,700.00 calculated below shall be deducted from the Final Contract Sum and certified in accordance with Clause 79 of the General Conditions of Contract.

	Qty (No.)	Rate (\$)	Total (\$)
<u>Large Diameter Bored Pile</u>			
1800 mm diameter	26	2,500.00	65,000.00
2300 mm diameter	5	3,500.00	17,500.00
2750 mm diameter	54	5,000.00	270,000.00
<u>Socketed H-pile</u>			
305 x 305 x 149 kg/m	207	500.00	103,500.00
<u>Minipile</u>			
4 x 40T	23	400.00	9,200.00
4 x 50T	305	500.00	152,500.00
			<u>\$ 617,700.00</u>

Employer's LE

- (3) The Contractor shall reimburse the Employer the additional expenditure of \$306,795.00 incurred as a result of the execution of the Pile Head Trimming Works by the subsequent building contractor, being in excess of the same scope of works valued under the Agreement. The additional expenditure in the amount of \$306,795.00 is calculated as follows :-

→ abortive work and disruption - - -

	Qty (No.)	Rate (\$)	Total (\$)
<u>Large Diameter Bored Pile</u>			
1800 mm diameter	26	3,850.00	100,100.00
2300 mm diameter	5	7,150.00	35,750.00
2750 mm diameter	54	9,350.00	504,900.00

lump sum compensation
to Contractor.

Socketed H-pile

305 x 305 x 149 kg/m	207	935.00	193,545.00
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Minipile

4 x 40T	23	275.00	6,325.00
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4 x 50T	305	275.00	<u>83,875.00</u>
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924,495.00

Less: the total amount in item (2) above			<u>617,700.00</u>
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			<u>\$ 306,795.00</u>
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This amount shall be deducted from the Final Contract Sum and certified in accordance with Clause 79 of the General Conditions of Contract.

- (4) The Contractor shall pay and the Employer shall accept the sum of \$150,000.00 being cost incurred by the Employer in engaging the consultant team for the extra work associated with the implementation of the Proposal. The sum shall be the full amount deductible from the Final Contract Sum and certified in accordance with Clause 79 of the General Conditions of Contract.

waive right to claim EOT & LE

- (5) The Contractor shall waive its right to any extension of time claims and/or any financial claims arising out of or in connection with issue of the revised Construction Drawings issued under Contract Manager's instructions P3-F-01 and P3-F-04 dated 30th January 2001 and 18th April 2001 respectively except for the actual cost of the revised works (including associated re-design costs) which shall be valued in accordance with Clause 60 and certified in accordance with Clause 79 of the General Conditions of Contract.

no relief of obligation

- (6) Nothing in this Supplemental Agreement shall relieve the Contractor of its obligations under the warranty given under the Clause SCC42 of the Special Conditions of Contract and/or its obligation to rectify defects in the Works given under Clause 56 of the General Conditions of Contract.

In particular, there are bored piles selected for the vibration integrity test which shall only be carried out by the Direct Testing Contractor after completion of the Pile Head Trimming Works. The Contractor shall be liable for any defects revealed by such test and indemnify the Employer against any claims that may arise as a result of any defects.

waive EOT and financial claims.

revised Retention

- (7) The limit of Retention Money shall be revised to 5% of the Contract Sum (i.e. from \$530,000.00 to \$5,224,000.00). Such Retention Money shall be released upon the issuance of the maintenance certificate in accordance with Clause 79(3) of the General Conditions of Contract, or the completion of the Pile Head Trimming Works (except backfilling and disposal, etc.) by the subsequent building contractor, whichever is the later in accordance with the following :-

Scenario 1 In the event that the maintenance certificate is issued prior to the completion of the Pile Head Trimming Works (except backfilling and disposal, etc.), then the Retention Money shall be released upon completion of the Pile Head Trimming Works (except backfilling and disposal, etc.) which shall be no later than one year from the date of certificate of completion for the whole of the Works of the Agreement.

Scenario 2 In the event that the Pile Head Trimming Works (except backfilling and disposal, etc.) are completed prior to the issuance of the maintenance certificate, then the Retention Money shall be released upon the issuance of the maintenance certificate.

duty of coordination

- (8) The Contractor shall station a liaison engineer on site during the Pile Head Trimming Works (except backfilling and disposal, etc.) executed by the subsequent building contractor. The liaison engineer shall be responsible for co-ordination between the Contractor, the building contractor and the Contract Manager for all matters associated with the pile quality and remedial works if any.
- (9) In this Supplemental Agreement, words and expressions herein shall have the same meaning as are respectively assigned to them in the Agreement, unless otherwise specified herein.

prev conditions bind

- (10) Except as varied by this Supplemental Agreement the terms and conditions of the Agreement shall continue to bind the Employer and the Contractor in all respects. SA prevails

- (11) Where any ambiguity, discrepancy or conflict arises between this Supplemental Agreement and the Agreement, the terms and conditions of this Supplemental Agreement shall prevail.

(12) The conditions of contract shall not be invalidated

- (8) The amount of Liquidated Damages
- (9) Surety Bond
- (10) Insurance
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no
want
her

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SIGNED, SEALED and DELIVERED for
and on behalf of and as lawful attorney
of the Contractor under power of attorney
dated
by*
in the presence of
*
witness

SIGNED, SEALED and DELIVERED for
and on behalf of the Employer
by*
(Name and appointment of the Officer)
in the presence of
*
witness

* Name to be inserted in Block Capitals.

75/2000

7/98

HK-3422/BG/DV-SA:(7.3.2001)
Davis Langdon & Seah