Schedule of Contractual Authorities
(MW21 Contracts)

## MW21 Contracts - General Conditions of Contract

Refer to contract management notes on ProcurePoint regarding use of these authorities.

| **Clause title** | **Clause No** | **Contractual Action by Authorised Person****(MW21 Contracts - General Conditions of Contract)** | **Principal’s approval required?** | **Comments or restrictions** |
| --- | --- | --- | --- | --- |
| Contract | 2.2 | Give an instruction if the Contractor finds an error, discrepancy or ambiguity | Yes | If the Principal may incur additional cost |
|  | 2.3 | Give the Contractor an instruction in relation to the Contract | Yes | If the Principal may incur additional cost |
| Design and Construction | 3.2 | Instruct the Contractor to depart from Principal’s design  | Yes | If the Principal may incur additional cost |
| 3.6 | Respond to the completed design submitted by the Contractor | No |  |
| 3.10 | Request the Contractor to submit a price for work that is the subject of a Provisional Allowance | No  |  |
| Instruct the Contractor to undertake work the subject of a Provisional Allowance | Yes |  |
| Care of People, Property and the Environment | 4.4 | Instruct the Contractor to remove a person from the Site | No |  |
| 4.6 | Take urgent action to avoid injury, death or harm to the environment | No |  |
| Determine the Principal’s costs in relation to urgent action and advise the Contractor | No |  |
| Insurance | 5.2 | Arrange insurance of the Works and public liability insurance, if specified | No |  |
| 5.5 | Require the Contractor to provide evidence of insurance policies, check and ensure they comply with the Contract | No |  |
| 5.6 | Effect or maintain insurance if the Contractor fails to do so | Yes |  |
| Deduct the Principal’s costs for effecting insurance from payments due | No |  |
| Site Access | 6.1, 6.2 | Give the Contractor access to sufficient of the Site to start work | Yes |  |
| Site Conditions | 7.3 | Determine whether Site Conditions differ materially and adversely from what should have been expected at close of tenders | No | Advise the Principal of the determination |
|  | Assess the Contractor’s entitlements (for other than Variation work) and advise the Contractor | Yes |  |
| 7.5 | Instruct a Variation as a result of materially adverse Site Conditions | Yes | If the Principal may incur additional cost |
|  | Assess the Contractor’s entitlements for the Variation and advise the Contractor | Yes |  |
| Materials and Work | 8.2 | Instruct the Contractor to uncover and re-cover work or to carry out additional testing | Yes |  |
| 8.3 | Determine whether the instruction to uncover or test should be dealt with as a Variation instruction | No | If the Principal may incur additional cost |
| 8.4 | Instruct the Contractor to make good a Defect | No |  |
| Advise the Contractor that work will be accepted with a Defect not made good, and on what terms | Yes |  |
| Variations | 9.3 | Accept a Variation for the convenience of the Contractor | Yes |  |
| 9.5, 9.6 | Notify the Contractor whether a Variation proposal is accepted or not | Yes |  |
|  | 9.8 | Instruct a Variation | Yes |  |
|  | 9.9 | Advise the Contractor that the quoted price and time effect of a Variation are accepted | Yes |  |
|  | 9.10 | Notify the Contractor of the Principal’s assessment of the price and time effect of a Variation | Yes |  |
| Suspension | 10.1 | Instruct the Contractor to suspend carrying out all or part of the Works | Yes | Approval required unless suspension is to prevent death, injury or harm to the environment |
| 10.2 | Instruct the Contractor to restart suspended work, if the need arises from the Principal’s act or omission | Yes |  |
| 10.3 | Assess the Contractor’s entitlements as a result of a suspension due to the Principal’s act or omission | Yes |  |
| Completion | 11.3 | Determine if the Works or a Milestone has reached Completion and give the Contractor written notice of the date of Completion | No |  |
| 11.4 | Give the Contractor notice that the Principal will use or occupy part of the Works before Completion | Yes | Decision to be made by the Principal |
| 11.5 | Notify the Contractor that the Works or a Milestone has reached Completion, when the Contractor has not given notice under Clause 11.2 | No |  |
| Delay to Completion | 12.4 | Assess an extension of time claim and notify the Contractor | Yes |  |
| 12.6 | Deduct specified liquidated damages from payments due to the Contractor | No |  |
| 12.7 | Extend the time for Completion for the Works or a Milestone in the absence of a claim from the Contractor | Yes |  |
| Payment and Retention | 13.2, 13.9 | Issue a payment schedule to the Contractor within the specified time after receipt of a payment claim, or in accordance with the times in Clause 13.9 | No | Copy to the Principal |
| 13.3, 13.9 | Make payments to the Contractor within the specified time | No | If the Project Manager is responsible for making payments |
| 13.6 | Include, in calculating the amount for payment, any debt due to the Principal from the Contractor under the Contract | No |  |
| 13.7 | Adjust the Contract Price by the amount payable for a Provisional Allowance and include in calculating payment due | No |  |
| 13.8 | Retain 4% from payments due when the Contractor’s entitlement exceeds 50% of the Contract Price | No |  |
| Check and accept an unconditional undertaking in lieu of the 4% retention | No |  |
| After Completion | 14.1 | Instruct the Contractor to make good a Defect | No |  |
| 14.2 | Arrange for a Defect to be made good by others | Yes |  |
| 14.3 | Assess the reasonable cost of having a Defect made good and advise the Contractor of the debt due | No |  |
| Claims | 15.2 | Advise the Contractor that a claim does not contain sufficient information | No |  |
| 15.3 | Assess the Contractor’s entitlements and notify the Contractor  | Yes |  |
| Confer with the Contractor to try to reach agreement on the entitlement | No |  |
| Agree on the Contractor’s entitlement | Yes |  |
|  | 15.4 | Advise the Contractor that a claim is barred under Clause 15.4 | No |  |
| Disputes | 16.2 | Notify the Senior Executive and the Contractor that the Principal is dissatisfied with and act or omission of the Contractor | Yes |  |
| 16.3 | Confer with the Contractor to try to resolve the dispute | No | This authority applies to the Senior Executive |
|  | Agree on resolution of the dispute | Yes |  |
| 16.4 | Agree on an independent expert | Yes |  |
| 16.5 | Request the Chief Executive, ACDC, to nominate an expert | No |  |
| 16.6 | Appoint an expert | Yes |  |
| 16.8 | Provide security in full for the expert’s fees and notify the Contractor of the debt due | Yes |  |
| 16.9 | Advise the Contractor that a dispute is deemed to be abandoned | No |  |
| 16.13 | Give notice of dissatisfaction if the amount of the determination is more than $250,000 | Yes |  |
| 16.14 | Pay the Contractor, if required to comply with the expert’s determination |  | This is the Principal’s obligation |
| Contractor’s Default and Insolvency | 17.1 | Issue a notice specifying the Contractor’ breach of contract and asking why Principal should not take further action | Yes |  |
| 17.4 | Notify the Contractor that the Principal is terminating the Contract | Yes |  |
| 17.5 | Notify the Contractor that the Principal will carry out the remaining work under the Contract | Yes |  |
| 17.6 | Calculate the amount payable by one party to the other and advise the Contractor | Yes |  |
| 17.7 | Issue to the Contractor a written demand for payment  | Yes |  |
| 17.8 | Pay the Contractor the amount due, after receipt of a current Subcontractor’s Statement |  | This is the Principal’s obligation |
| Termination for the Principal’s Convenience | 18.1 | Give the Contractor written notice of termination | Yes |  |
|  | Calculate the amount payable by the Principal | No |  |
|  | Pay the Contractor the amount due, after receipt of a current Subcontractor’s Statement  |  | This is the Principal’s obligation  |
| Termination for the Principal’s Default | 19.1 | Respond to the Contractor in relation to a notice of the Principal’s default | Yes |  |
| 19.2 | Assess the Contractor’s entitlements following termination for the Principal’s default and advise the Contractor | Yes |  |
|  | Pay the Contractor the amount due, after receipt of a current Subcontractor’s Statement |  | This is the Principal’s obligation |