

Table of Administrative Requirements (Construct Only: Standard Risk and Design and Construct: Standard Risk and Supply with Installation)

Use of this Table: This table is not a contract document. It is an opinion as to the effect of some of the clauses of the Contract (Construct Only: Standard Risk and Design and Construct: Standard Risk and Supply with Installation). It is not an exhaustive table of all administrative or notice requirements in the Contract, and it may not reflect subsequent amendments to the contract made after the date on which this Table was prepared. Parties should use this table as an indicative guide only and should refer to and rely on the provisions of the construction contract in relation to the requirements noted in this table, and other administrative requirements.

Subject	Clause	Form No.	Name of Notice	Notice to be given by:	Notice to be given to:	When Notice to be Given	Comments
Provisional Sums	3	S7	Direction to effect provisional work	Superintendent	Contractor	No time stated. At any time prior to the date of practical completion.	Note that provisional sums, when ordered, will be treated as variations. If a different outcome is intended, then the General Specification or price schedule should clearly detail how particular items will be valued. Note that terms such as “if ordered” and “as directed” and similar terms are not allocated a particular meaning in the template documents so, if they are used, the intended effect of such terms should be clearly stated in the General Specification or Price Schedule.
Separable Portions	4	S9	Direction as to separable portions	Superintendent	Contractor and Principal	No time stated. At any time prior to the date of practical completion.	Note that the whole of the works must be included in separable portions.
Documents – Suitability and Discrepancies	8.1	PC23	Notice of inconsistency, ambiguity or discrepancy	Contractor or Principal (as the case may be)	Superintendent and Principal or Contractor (as the case may be)	Promptly after the inconsistency, ambiguity, discrepancy, etc. is discovered.	This notice is to be given by the party who discovers the inconsistency, ambiguity, discrepancy, etc. in or between any document prepared for the purpose of carrying out WUC.
	8.1	C24A	Contractor’s notice of a compensable direction	Contractor	Superintendent and Principal	Within 5 business days after the Superintendent issues a direction as to discrepancy.	
	8.1 and 41.1	C24	Contractor’s claim for cost incurred due to resolution of an inconsistency, etc. in documents	Contractor	Superintendent and Principal	Promptly after the Contractor discovers any inconsistency, ambiguity or discrepancy in or between any document prepared for the purpose of carrying out WUC.	
	8.3	S28	Superintendent’s response whether documents are suitable	Superintendent	Contractor	Within the time specified in Item 16 (Construct Only) or Item 18 (D&C) or Item 17 (Supply with Installation) after the documents are provided by the Contractor.	Failing to give this notice within the timeframes may constitute both a Qualifying Cause of Delay (entitling the Contractor to an EOT) and a Compensable Cause (entitling the Contractor to delay costs under subclause 34.9).
Subcontracting	9.2	S34	Approval to subcontract	Superintendent	Contractor	Within 10 business days of the Contractor’s request for approval to subcontract.	
	9.2	C32	Request for approval to subcontract	Contractor	Superintendent	Where the Contractor wishes to subcontract any work described in Item 17 (Construct Only) or Item 18 (Supply with Installation) or Item 19 (D&C).	
	9.2	C33	Request to secondary subcontract	Contractor	Superintendent	Where the Contractor’s subcontractor wishes to further subcontract any work described in Item 17 (Construct Only) or Item 18 (Supply with Installation) or Item 19 (D&C).	
	9.2	S35	Refusal to approve subcontracting	Superintendent	Contractor	Within 10 business days of the Contractor’s request for approval to subcontract.	
Legislative obligations-inconsistency, ambiguity or discrepancy	11.1	C41	Notice that a legislative requirement is at variance with the Contract	Contractor	Superintendent	Within 5 business days of the Contractor becoming aware that a legislative requirement is at variance with the Contract.	
	11A.6	C42A	Notice of inconsistency,	Contractor	Superintendent	Promptly after becoming aware of the inconsistency, ambiguity or discrepancy.	

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			ambiguity or discrepancy in Contractor's obligations				
Work Health and Safety	12A.4	P42B	Direction to provide WHS Documentation	Principal	Contractor	At any time prior to completion of WUC.	This notice allows the Principal to direct the Contractor as to what safety documentation it requires.
Superintendent	20	P54A	Notice of Appointment of Temporary Superintendent	Principal	Contractor	When the Principal appoints a temporary Superintendent (for example, during a temporary leave of absence for the Superintendent named in the Contract).	<p>Note that the Principal shall ensure that at all times there is a Superintendent, and that the Superintendent, when acting as certifier, valuer or assessor, fulfils all aspects of the role and functions honestly, fairly, independently, and in accordance with the Contract.</p> <p>Clause 20 expressly contemplates that the Superintendent and Superintendent's Representatives may be employees of the Principal or may have a general commercial relationship with the Principal.</p>
	20	P54B	Notice of Appointment of Superintendent	Principal	Contractor	When the Principal appoints or permanently changes a Superintendent.	
Representatives	21	S53	Notice of appointment, termination or change of Superintendent's Representative	Superintendent	Contractor	Notice of appointment or change to be given before the newly appointed Superintendent's Representative exercises any functions of the Superintendent. The notice can also be used to notify the Contractor of the termination of the appointment of a Superintendent's Representative. A notice of termination should be given immediately on that person no longer having the role of Superintendent's Representative, to avoid confusion as to that person's authority.	Only the Superintendent and the Superintendent's Representative are entitled to give directions under the Contract. Accordingly, clear delegations should be in place.
	22	C55	Notice of Appointment of Contractor's Representative	Contractor	Superintendent	Forthwith before commencing work under the Contract and at any time a change is made.	Directions given to the Contractor's Representative are deemed to have been given to the Contractor.
Personnel	23	S57	Notice to remove employee etc	Superintendent	Contractor	At any time prior to completion of WUC.	
	23A	C57A	Request for approval to change key personnel	Contractor	Superintendent	Where the Contractor wishes to change a key person.	
	23A	S57B	Approval or rejection of change in personnel	Superintendent	Contractor	When the Contractor requests a change in a key person.	The Superintendent must not unreasonably refuse or delay approval of a replacement person that is of equal or greater skill, experience and competency to the person being replaced.
	23A	S57C	Approval or rejection of replacement personnel	Superintendent	Contractor	When the Contractor requires approval of a person to replace a person that has been removed under 23A. The notice can also be used to request approval of a replacement key person where a change of key personnel has previously been approved but the replacement person has not.	
Site access and possession	24.1	P58AA	Notice of requirements for access to or possession of site	Principal	Contractor	Optional notice which may be given before the time for giving possession of the Site in Annexure Part A expires.	This notice is not required. It is intended to specifically draw the Contractor's attention to the requirements of the Contract (primarily the General Specification which sets out the requirements). The notice must align with the requirements stated in the General Specification.

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	24.1	P58AB	Notice giving access to the site	Principal	Contractor	Only to be given where Contract requires Contractor to carry out Design Work. At any time prior to the date when access to the Site will be available to the Contractor.	Only to be given where Contract requires Contractor to carry out Design Work. Access must be given by the later of the time stated in Item 26(b) (D&C) and the time at which the requirements in the amended clause 24 have been satisfied. If access is not given by this time, the Contractor may be entitled to an EOT under clause 34 and Delay Costs under clause 34.9.
	24.1	P58	Notice giving possession of the Site	Principal	Contractor	As soon as the date on which possession of the Site is to be given is known.	Possession must be given by the later of the time stated in Item 22 (Construct Only) or Item 26(b) (D&C) or Item 24 (Supply with Installation) and the time at which the requirements in the amended clause 24 have been satisfied. If possession is not given by this time, the Contractor may be entitled to an EOT under clause 34 and Delay Costs under subclause 34.9.
	24.1	P58A	Notice of failure to comply with requirements for access to or possession of site	Principal	Contractor	If the Contractor has failed to provide all of the information and documentation or do all of the things required by clause 24.1 and the Principal wishes to withhold possession of the Site.	If the Principal fails to give possession for longer than the time stated in Item 31 (Construct Only) or Item 36(b) (D&C) or Item 34 (Supply with Installation) the Principal will be in substantial breach of the Contract.
Latent Conditions	25.2	C62	Notice of a Latent Condition	Contractor	Superintendent	Upon becoming aware of a latent condition, and where possible, before the latent condition is disturbed.	The Contractor is not entitled to payment for any additional work carried out, additional constructional plant used or extra costs incurred more than 5 business days prior to giving this notice.
	25.2	S63	Request for Details of Latent Condition	Superintendent	Contractor	Upon receiving notice of a latent condition if further information is required regarding the costs of dealing with the latent condition or the effect it may have on practical completion.	
	25.2	C64	Statement of Details of Latent Condition	Contractor	Superintendent	As soon as practicable after a request by the Superintendent to provide a statement.	Failure to provide this notice will not bar the Contractor's claim.
Cleaning up	27	S74	Notice to remove temporary works or construction plant	Superintendent	Contractor	After the Contractor has failed to remove temporary works and/or construction plant within 10 business days after the date of practical completion (or such other time as the Superintendent has allowed).	Note that the Principal may only remove construction plant or temporary works itself (or engage others to do so) after notice S74 has been given, 5 business days have elapsed and the Contractor has failed to comply with the notice.
Defective material or work	29.3	S79	Notice of defective work or materials	Superintendent	Contractor	As soon as practicable after discovering work done does not comply with the Contract.	Note that notices S79, S80 and S81 must be given before the Principal has the right to have defective work rectified by others at the Contractor's expense. If the contractual procedures are not followed, the Principal may lose its right to recover the cost of rectifying defects.
	29.3	C79A	Contractor's notice of defective work or materials	Contractor	Superintendent	Promptly after discovery by the Contractor of work done that does not comply with the Contract.	
	29.3	S80	Direction to rectify defective work or materials	Superintendent	Contractor	As soon as practicable after discovering work done does not comply with the Contract.	
	29.3	S81	Notice that the Principal proposes to have defective work or materials rectified	Superintendent	Contractor	Only after the conditions in subclause 29.3 have been satisfied.	

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	29.4	S82	Notice of acceptance of defective work or materials	Superintendent	Contractor	Promptly after the Principal determines that it will accept the work or materials.	
Programming	32	C92A	Notice of Additional Cost Due to Program Change	Contractor	Superintendent	Promptly after the Contractor carries out the Superintendent's direction given under this clause 32.	
Time and Progress	34.2	C102	Notice of Potential Delay	Contractor	Superintendent and Principal	When it becomes evident to the Contractor that anything may cause delay to work under the Contract.	
	34.2	P102	Notice of Potential Delay	Principal	Superintendent and Contractor	When it becomes evident to the Principal that anything may cause delay to work under the Contract.	
	34.3	C103	Contractor's claim for EOT	Contractor	Superintendent	10 business days after the Contractor should reasonably have become aware of the causation of delay.* *Note that this is the commencement of the delay, not the end of the delay	Note: If this notice is not given within this timeframe, the Contractor will not be entitled to an extension of time.
	34.3	C104	Contractor's notice of further claim for EOT	Contractor	Superintendent	Promptly upon further delay occurring.	
	34.5	S105	Superintendent's direction for an EOT (short form)	Superintendent	Contractor and Principal	When claim is to be granted (either in full, or partially). Within 20 business days after receiving the Contractor's claim for an extension of time (C103 or C104).	Note there are 2 versions of this notice. Only use this form if the Contractor is entitled to the EOT (i.e. do not use where Contractor is not entitled to an EOT but one is being granted anyway). If an EOT is to be granted where the Contractor is not entitled to the EOT, use S106. If the wrong form is used, time-bars could be inadvertently waived.
	34.5	S105	Superintendent's direction for an EOT (handbook version)	Superintendent	Contractor and Principal	When claim is to be granted (either in full, or partially). Within 20 business days after receiving the Contractor's claim for an extension of time (C103 or C104).	
	34.5	S106	Superintendent's direction for an EOT (no claim made)	Superintendent	Contractor and Principal	Any time before issuing the final certificate. When an EOT is to be granted notwithstanding that the Contractor has not claimed an EOT.	Use this form when the Contractor has not claimed an EOT but the Superintendent intends to grant an EOT anyway. This should be used only at the direction of the Principal. Care must be taken to ensure that the granting of the EOT does not constitute a waiver of the Principal's rights under the Contract.
	34.5	S106	Superintendent's direction for an EOT (no entitlement)	Superintendent	Contractor and Principal	When an EOT is to be granted notwithstanding that the Contractor is not entitled to an EOT. Within 20 business days after receiving the Contractor's claim for an extension of time (C103 or C104).	Use this form when the Contractor is not entitled to an EOT but the Superintendent intends to grant an EOT anyway. This should be used only at the direction of the Principal. Care must be taken to ensure that the granting of the EOT does not constitute a waiver of the Principal's rights under the Contract.
	34.5	S106A	Superintendent's Rejection of EOT	Superintendent	Contractor and Principal	When EOT is to be rejected. Within 20 business days after receiving the Contractor's claim for an extension of time (C103 or C104).	
	34.6	C108	Request to issue certificate of practical completion	Contractor	Superintendent	When the Contractor is of the opinion that Practical Completion has been reached.	In addition to this notice, the Contractor must give the Superintendent at least 10 business days written notice of the date on which it anticipates that practical completion will be reached.
	34.6	S109	Certificate of Practical Completion	Superintendent	Contractor and Principal	Within 14 days of receiving the Contractor's form C108 Otherwise, if no request for the issue of a certificate of practical	The Superintendent must issue either a form S109 or S110 within 14 days after receiving the Contractor's request to issue Certificate of Practical Completion or the Principal will be in substantial breach

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						completion is made, when the Superintendent is of the opinion that Practical Completion has been reached.	of the Contract.
	34.6	S110	Notice that Practical Completion has not been reached	Superintendent	Contractor and Principal	Within 14 days of receiving the Contractor's form C108	
	34.7	S111	Certificate that liquidated damages are due and payable	Superintendent	Contractor and Principal	After the Date for Practical Completion if the Contractor has not yet reached Practical Completion	The Superintendent must also certify the liquidated damages in a certificate under subclause 37.2
Delay Costs	34.9 and 41.1	C114	Contractor's claim for delay costs	Contractor	Superintendent and Principal	Within 45 Business Days of being notified that the extension of time to which the claim relates has been granted.	Note: If the claim is not given within this timeframe, the Contractor will not be entitled to delay costs.
Defects Liability	35	S116	Notice to rectify defects existing at practical completion	Superintendent	Contractor	This form is not required but may be given as a reminder to the Contractor prior to issuing a Form S117.	
	35	S117	Notice to rectify defects during defects liability period	Superintendent	Contractor	At any time during the defects liability period.	The Principal cannot recover the costs which it incurs in rectifying defects from the Contractor unless it has first given this notice and waited the requisite time.
Variations	36.1	S118	Variation Direction (No quotation or estimate)	Superintendent	Contractor	Any time before the date of practical completion.	Use this form to direct a variation without an estimate or quotation being sought.
	36.1	S118A	Direction in relation to Variation – (Quotation provided)	Superintendent	Contractor	Promptly after receiving the Contractor's quotation.	Use this form to direct a variation after a quotation has been requested and received
	36.1	S118B	Direction in relation to Variation (Estimate Provided)	Superintendent	Contractor	Promptly after receiving the Contractor's estimate.	Use this form to direct a variation after an estimate has been requested and received. Note that an estimate is not binding, and the variation will need to be valued under subclause 36.4.
	36.2	S119	Notice of Proposed Variation	Superintendent	Contractor	Prior to directing a variation to the work under the Contract, when the Principal/Superintendent require an estimate of the time and cost of a proposed variation.	Note, that the Contractor is only required to provide an estimate, not a binding quotation. If the Principal/Superintendent require a binding quotation, then a form S121 should be used.
	36.2	C119A	Contractor's notice of proposed variation	Contractor	Superintendent	Prior to the Contractor carrying out the variation.	This notice is to be used when the Contractor identifies a variation which it considers will benefit the Principal (and for which the Contractor wishes to claim additional costs and/or an EOT) rather than a variation for its convenience.
	36.2	C120	Variation estimate	Contractor	Superintendent	As soon as practicable after receiving a S119.	Note that an estimate is not binding, and the variation will need to be valued under subclause 36.4.
	36.2	S121	Direction for a detailed quotation	Superintendent	Contractor	Prior to directing a variation, if the Superintendent/Principal wish to agree a price with the Contractor prior to the variation work being undertaken.	Note, that the Contractor is required to provide a binding quotation, rather than an estimate. If the Principal/Superintendent only require an estimate, then a form S119 should be used.
	36.2	C122	Variation quotation	Contractor	Superintendent	No time stated in the Contract. Promptly after receiving a S121.	If a quotation is accepted, this will be the agreed price for the variation pursuant to clause 36.4.
	36.3	C123	Request for variation for Contractor's own convenience	Contractor	Superintendent	Prior to the Contractor carrying out the variation.	Note: The Contractor is not entitled to payment for a variation for its convenience or an extension of time unless the variation is approved and the direction states otherwise.

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	36.3	S124	Direction concerning variation for the convenience of the Contractor	Superintendent	Contractor	No time stated in the Contract. Promptly after receiving a request from the Contractor for a variation for the Contractor's convenience.	Note: The Superintendent is not obliged to approve a variation requested by the Contractor, and any approval may be conditional.
	36.4	C124A	Contractor's notice of informal variation direction	Contractor	Superintendent and Principal	Within 5 business days after receiving a direction for a variation which does not expressly state in writing that it is a direction for a variation	Failure to give this notice will bar the Contractor's Claim for a variation.
	36.4	S124B	Superintendent's Response to a Notice of Informal Variation Direction	Superintendent	Contractor	Promptly after receiving the Contractor's Form C124A	Use this form where the Contractor has given a notice of an informal variation direction (Form C124A)
Payment	37.1	C125A	Contractor's Statutory Declaration under Clause 37	Contractor	Superintendent	With each progress claim.	<p>Note that the provision of the statutory declaration is not stated in the contract to be a pre-condition to the Contractor's entitlement to payment.</p> <p>The Superintendent may request any other documentary evidence reasonably required to verify the information provided in the statutory direction.</p> <p>The notice also appears in Annexure Part I of the AS4000-1997 Construct Only, Annexure Part J of the AS4902 Design and Construct, and Annexure Part I of the AS4910-2002 Supply with Installation.</p>
	37.2	S127	Progress Certificate	Superintendent	Principal and Contractor	Within 15 business days after receiving the Contractor's progress claim.	This form will also constitute a payment schedule under the security of payments legislation if no separate payment schedule is issued by the Principal. If this certificate is not issued and the Principal does not separately issue a payment schedule within 15 business days after receiving the Contractor's progress claim, then the Principal will become liable for the full amount of the claim.
	37.2	S129	Progress Certificate (where Contractor has not claimed)	Superintendent	Principal and Contractor	After the reference date if the Contractor fails to submit a progress claim.	Note that issuing this progress certificate does not bar the Contractor from making a payment claim after the progress certificate is issued. Issuing this progress certificate is simply a method of being able to certify amounts for items that have arisen during the month (such as variations, liquidated damages etc).
	37.2	N/A	Tax invoice	Contractor	Principal	Within 5 business days of receipt of the Superintendent's progress certificate	The Principal is not entitled to withhold payment on the basis that the Contractor has not provided a tax invoice. Note that under the <i>Building Industry Fairness (Security of Payment) Act 2017</i> (Qld), an invoice is likely to constitute a payment claim. As such, if an invoice is issued for an amount greater than the Principal intends to pay, a payment schedule under the Act must be issued.
	37.4	S134	Final Certificate	Superintendent	Principal and Contractor	Within 15 Business Days after receiving the Contractor's final progress claim.	This form will also constitute a payment schedule under the security of payments legislation if no separate payment schedule is issued by the Principal. If this certificate is not issued and the Principal does not separately issue a payment schedule within 15 business days after receiving the Contractor's final payment claim, then the Principal, then the Principal will become liable for the full amount of the claim.
	37.4	S134A	Final Certificate (no final progress	Superintendent	Principal and Contractor	No earlier than 28 days but no later than 42 days after the end of the last defects liability period if the Contractor has not provided	This form will also constitute a payment schedule under the security of payments legislation if no separate payment schedule is issued

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			claim)			its final progress claim.	by the Principal.
Default	39.4	P138	Principal's Notice to Show Cause	Principal	Contractor	-	<p>Terminating a construction contract, and even issuing a notice to show cause, is inherently risky and should only be done with appropriate legal advice.</p> <p>For this reason, the procurement and contract templates do not include a P138 – Principal's notice to show cause.</p> <p>You should seek legal advice from your preferred legal advisor prior to issuing a notice to show cause or taking steps to terminate a contract.</p>