

## Role of Authorised Person in a GC21 Contract

Contract Condition	Specific Roles/ Actions in the GC21 (Edition 2) General Conditions	Relevant Clause	Relevant Sample Letter
Note the referenced 'Sample Letters' are provided in the ProcurePoint website under "Contract Management" and should be used for correspondence with the Contractor as applicable			
<b>Contract Framework</b>			
<b>Roles and Relationships</b>	<b>General Responsibilities</b>		
	Give instructions to the Contractor concerning the Works and anything connected with the Works	1	01
	<b>Authorised persons</b>		
	Arrange the appointment of the Principal's Authorised Person if not stated in the Contract Information (C.I.).	2	02A
	Inform the Contractor of changes to the names of persons appointed under the role of Authorised Person,	2	02B, 02C
	Inform the Contractor of persons delegated to perform any functions of the Authorised Person	2	
	Request the Contractor nominate its Authorised Person if if not stated in the Contract Information (C.I.).	2	02D
	<b>Early warning</b>		
	Promptly inform Contractor of anything that may affect time, cost or quality. Investigate how to avoid or minimise any adverse effect on the Works	5	
	<b>Evaluation and monitoring</b>		
	Decide and agree on participation in evaluation and monitoring meetings	6	
Arrange and attend regular meetings. Undertake actions as agreed at the meetings.	6		
<b>The Contract</b>	Ensure the Contractor has received the specified numbers of copies of the Contract.	7	
	Advise the Contractor that a particular work method is part of the scope of work	8	08A
	Request the Contractor advise the effects of using a particular work method or perform particular Temporary Work	8	08B
	Instruct the Contractor to use a particular work method or perform particular Temporary Work	8	08C
<b>Statutory and Government Requirements</b>	<b>Statutory Requirements</b>		
	Ensure licences etc. listed in CI item 14 that Principal will arrange are obtained and paid for	12	
	Monitor Contractor compliance with responsibility to obtain its necessary licences etc.	12	
	<b>Code of Practice and Implementation Guidelines</b>		
	Direct the Contractor on course of action following a change advised by the Contractor that may affect the Code of Practice for Procurement or Code of Practice for the Building and Construction Industry	13	
<b>Compliance with NSW Government requirements</b>			

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<b>Statutory and Government Requirements</b>	Monitor Contractor compliance with provision of systems and plans for WHS, Workplace Relations, Quality Management, Environmental Management, Training Management and Aboriginal Participation, as applicable, by the specified times.	15	15B
	Review above systems and plans for compliance and respond. Check for compliance with any re-issued plans and systems	15	15A
	Arrange for auditing as required to assess satisfactory implementation of the Contractor's WHS, Quality Management and Environmental Management systems and plans.	15	
	<b>Working hours and working days</b>		
	Agree to a change to working hours and working days	18	18
	<b>Long service levy</b> Receive and review Contractor's evidence of Long Service Levy payment.	20	
<b>Management Duties</b>	<b>Time Management</b>		
	Monitor Contractor compliance with provision of initial and updated Contract Program, by the specified times.	22	22A
	Receive and review Contractor's submitted programs for compliance and suitability. Until initial program is provided, instruct, if necessary and appropriate that tender program is the Contract Program until the Contractor submits a Contract Program	22	22B, 22C
	Request Contractor to demonstrate that it is achieving Scheduled Progress where progress is not in accordance with the Contract Program and instruct the Contractor to take all reasonable steps to achieve Scheduled Progress where it cannot adequately demonstrate it is achieving Scheduled Progress	22	22D, 22E, 22F
	<b>Care of people, property etc.</b>		
	Determine that urgent action is required to avoid death, injury, loss or damage, instruct the Contractor to take necessary action, and if no action is taken by the Contractor, take the required action	26	26A, 26B, 26C
	<b>Insurance</b>		
	Receive Contractor's Workers Compensation Certificate of Currency and review for suitability and adequacy. Monitor that insurance currency is maintained	27	27A
	Request other insurance policies required to be taken out by the Contractor and review for compliance. Notify the Contractor where the Principal objects to an insurer or a condition of the policy. Monitor that insurance currency is maintained and proof has been provided	27	27B, 27C
	Provide policies of insurance taken out by Principal (a reference to website address containing the policies may be sufficient)	27	
	Takeout insurance if the Contractor fails to do so and recover costs from Contractor	27	
Instruct the Contractor on the action to take after significant damage or destruction has occurred	27		

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<b>Subcontractors, Suppliers and Consultants</b>	Request the Contractor provide the names and addresses of Subcontractors and unpriced copies of Subcontracts. Review Subcontracts for compliance with the specified provisions.	28, 29	29A, 29B
	Request alternatives to Preferred Subcontractors	29	29C
	Request and review Subcontractor's warranties	30	
<b>Carrying out the Works</b>			
<b>Starting</b>	<b>Start-up workshop</b>		
	Convene a start-up workshop within 28 days after the Date of Contract. Decide and agree on participation. Attend , chair and minute the Start-up workshop as appropriate	32	32
	<b>Security</b>		
	Receive and review the Contractor's Completion and Post-Completion Undertakings for compliance with the required value and specified format	33	33A
	If required, reduce the amount held as an Undertaking	33	33D
	Return the Undertakings by the specified times	33	33B, 33C
	If required, make a demand against an Undertaking		33E
	<b>Site access</b>		
	Ensure sufficient Site access has been notified.	34	
	Where only partial access has been given, notify access to remaining parts of the Site when available in accordance with the Contract	34	
	<b>Engagement and role of Valuer</b>		
	If a Valuer must be engaged under CI item 50A, (or it is agreed to engage one) obtain a list of Valuers (Refer to NSW Procurement) and agree with Contractor on a Valuer. Failing agreement with the Contractor, request the person named in Contract Information to select the Valuer	35	35A, 35B
Engage the Valuer jointly with the Contractor	35	35C	
<b>The Site</b>	Promptly review the Contractor's notice of an adverse Site Condition, obtain any further information required and notify the Contractor if you agree or not with the claim. Note if the Contractor provides only verbal notice, direct it to the requirement to provide written notice and the required information to avoid the potential loss of entitlements.	37	37A, 37B
	If it is agreed an adverse Site Condition has been discovered, promptly determine if a Variation is required, and if required, instruct it. Negotiate details of resolution of Site Condition to avoid unnecessary and disputed costs.	37	37C, 48C
	Assess Claims taking into account the specified restrictions on entitlements.	37	
	<b>Faults</b>		

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<b>Design</b>	Promptly review the Contractor’s notice claiming a Fault and determine if you agree. Advise the Contractor if not. Promptly take steps to resolve the Fault if you agree.	38	
	Determine whether a Variation is required to resolve the Fault. If so instruct the Variation,.	38	
	Assess Claims taking into account the specified restrictions on entitlements.	38	
	<b>Design by Contractor and Contractor’s Documents</b>		
	Coordinate design review if specified	39	
	Promptly review and respond to a Contractor’s request for a Variation due to its consideration that a departure from the Principal’s design is required.	39	39
	<b>Submitting Contractor’s Documents</b>		
	Monitor Contractor’s compliance with its obligation to progressively submit Contractor’s Documents	40	
	Promptly review documents and notify any Faults, errors and omissions. Where none are identified, it is recommended Contractor be advised with reference to a list of documents it provided that ‘the Principal has no comments’	40	40A, 40B
	<b>Innovation</b>		
Promptly review the Contractor's innovation proposal for completeness with regard to specified inclusions. If not complete, advise the Contractor to provide the missing information.	41	41	
Consider a Contractor's innovation proposal and determine whether or not to accept it, with or without conditions. Notify the Contractor accordingly.	41		
<b>Construction</b>	<b>Setting out the Works and survey</b>		
	Provide additional set-out information that is available following Contractor request	42	
	Promptly assess the effect of any (alleged) error notified by the Contractor. An instruction to rectify an error may not be necessary if the Contractor is able to rectify it to the Principal’s satisfaction.	42	
	Receive and review the ‘as built’ survey provided by the Contractor	42	
	<b>Testing</b>		
	Monitor the Contractor’s obligation to carry out witness testing with prior notification to the Principal. Attend witness testing to verify compliance with Contract.	44	
	Instruct the Contractor to Test a part of the Works as appropriate, especially critical elements and where work of concern is to be covered up in order to ensure the Works comply with the Contract	44	44
	<b>Defects;</b>		

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<b>Construction</b>	Monitor the Contractor's system to identify and promptly make good Defects for which it is responsible and notify the Principal for other Defects	45	
	Issue Defect Notices instructing the Contractor to make good identified Defects within reasonable periods. It is recommended that for Defects identified prior to Completion (except where the Defect affects safety or is likely to be covered over) consider allowing the Contractor to have the Defect rectified to suit its program.	45	45A,
	It is recommended that the AP should proceed to have any Defects made good by others where the Contractor has failed to make good the Defect within the time specified in the Defect Notice unless the Contractor proposes an acceptable alternative arrangement prior to the end of the time period for rectification.	45	45B, 45C
	<b>Acceptance with Defects not made good</b>		
	It is recommended that the AP should only consider this alternative approach with the agreement in writing of the Client and support of its Manager,		
	Where appropriate to accept defective work, propose defined terms and a substantiated deduction to the Contractor taking into account the reduction in value to the Principal	46	46A, 46B
<b>Changes to work and time</b>	<b>Valuation of changes</b>		
	On receipt of any Claim, check for compliance with clause 68.4. If Claim does not comply request Contractor to resubmit	47	47D
	Attempt to negotiate an agreement on the Contractor's claim, if an entitlement exists, and Claim is reasonable.	47	
	Refer any un-agreed Claim to a Valuer if engaged or it is agreed to engage one	47	47A, 47B
	Where no Valuer is used, and AP considers no entitlement exists, advise the Contractor	47	47E
	Assess any other un-agreed claim in accordance with the specified clauses and within the 28 day time limit	47	47C
	Identify and assess any reduction in cost or time that the Principal is entitled to	47	47C
	Adjust the Contract Price and/ or Contract Completion Date(s) as agreed/ assessed or determined	47	
	<b>Variations</b>		
	Determine whether a Variation must be instructed or (preferably) a proposed Variation can be requested	48	
	Request the Contractor submit a proposal for a proposed Variation within a nominated time	48	48A
	Attempt to negotiate an agreement on the cost and time effects of a proposed Variation. If agreed, instruct the Contractor to carry out the Variation and adjust the Contract Price and/ or Contract Completion Date(s) as agreed	48	48B
	Instruct a required Variation or alternatively instruct the additional work to be carried out by dayworks	48	48C, 48D
	Assess the Contractor's claim for an instructed Variation / dayworks or determine any applicable deductions.	48	
	Consider a Variation proposed by the Contractor for its convenience, if it offers benefits to the Client. If agreed, direct the Variation It is recommended that any acceptance be subject to conditions that limit the Contractor's entitlements.	48	48E, 48C
Respond promptly to a notification by the Contractor that a Variation is necessary. If agreed, instruct the Variation	48	48F, 48C	

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<b>Changes to work and time</b>	<b>Changes in Statutory Requirements</b>		
	Consider Contractor's notification of statutory changes that require a change to the work under the Contract and notify Contractor if its assertion is accepted or not.	49	49A, 49B
	If Contractor's assertion is accepted, negotiate and attempt to agree on effects of change		49C
	If agreement cannot be achieved, determine if a Variation is required to address the the issue. If so, instruct the Variation.	49	48C
	Assess any Claim by the Contractor with regard to changes in Statutory Requirements	49	
	<b>Changes to Contractual Completion Dates</b>		
	Determine if Contractor has complied with conditions applicable to an EOT Claim. If not Claim cannot be considered unless Contractor can comply.	50	50A
	If conditions have been satisfied, assess the number of days extension of time a Contractor is entitled to and extend the time for Completion	50	50B
	Extend the Contractual Completion Date(s) without a Claim where this reduces a significant risk to the Principal	50	50C
	Assess a reduction in time where a change results in less time required for Completion	50	50D
	<b>Delay Costs and Liquidated Damages</b>		
	Assess delay cost entitlements at the relevant specified rate whether under a Claim or otherwise due to an extension of time.	51	
	Determine (& notify) a reduced delay cost rate where early use has been taken of part of the Works	51	51A
	If liquidated damages apply, assess the deduction due to liquidated damages in accordance with the Contract if the Contractor fails to achieve Completion by the relevant Contractual Completion Date.	51	
	Determine (& notify) a reduced delay cost rate where early use has been taken of part of the Works	51	51B
	<b>Acceleration;</b>		
	If required, instruct the Contractor to accelerate progress of the Works in the form of an Acceleration Notice.	52	52A
	Consider the Contractor's proposal to either achieve the required acceleration or its advice that the acceleration cannot be reasonably achieved	52	52B
	Agree, where possible on the criteria/ terms applying to the success of the acceleration and payment for acceleration before the Contractor proceeds.	52	
	Adjust the Contract price as agreed if the agreed acceleration is achieved	52	
	<b>Principal's Suspension</b>		
	Instruct the Contractor to suspend progress of part of or all the Works	53	53A
	Instruct the Contractor to resume progress	53	53B
Assess the Contractor's Claim where the suspension resulted from the Contractor's act or omission	53		
<b>Contractor's Suspension</b>			

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	It is recommended that the AP respond promptly to a notice by the Contractor that it intends to suspend work	54	
<b>Payment</b>	<b>The Contract Price – Provisional Sums</b>		
	Notify details for a Provisional Sum work and instruct the Contractor to carry out the work	55	55A, 55B
	Instruct the Contractor to carry out the work subject to Provisional Quantity	55	55C
	<b>Prepayment</b>		
	Determine if a claim for Prepayment complies with the contract and, if it does, pay the amount claimed	57	
	Return Prepayment Undertakings when the Prepayment amount has been fully repaid	57	
	<b>Payment Claims</b>		
	Request information to support a Payment Claim	58	58A
	Notify agreement to pay for unincorporated materials	58	58B
	<b>Payments</b>		
	Receive Payment Claim, assess the amount to be paid and issue a Payment Schedule within 10 Business Days in accordance with the Security of Payments Act. Arrange for payment of Completion amount. The assessment must take into account non-compliance with the listed obligations.	59	59A
	Make payment within 15 Business Days of receiving the Payment Claim	59	59B,
	It is recommended any payment complaints from employees, Subcontractors or Suppliers be discussed with your senior executive	59	59C, 59D, 59E
	<b>Completion Amount</b>		
Retain Completion Amount when payments exceed 50% of Contract Price, subject to any retention against a payment being no greater than 50% of that payment	60		
Subject to the Contractor's claim, release the Completion Amount retention after Completion of the whole of the Works or applicable Milestone	60		
<b>Final Payment</b>			
Receive Final Payment Claim, assess the amount to be paid and issue a Final Payment Schedule within 10 Business Days in accordance with the Security of Payments Act. Arrange for payment of Completion amount.	61	61	
If no Final Payment Claim is made, issue a Final Payment Schedule	61		
Make payment within 14 Business Days of issuing the Final Payment Schedule	61		
<b>Interest on late payments</b>			
Pay interest on late payments	62		
<b>Set-off</b>			
Withhold, deduct or set-off a sum claimed, including a debt due, from any sum to which the Contractor is entitled under the Contract or an Undertaking	63	63	
<b>Early use</b>			

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<b>Completion</b>	Where use or occupation of a part of the works is required before Completion, notify the Contractor with the date use is required of that part of the Works referenced in the notice.	64	64
	Review that the Contractor has provided all the required documents and things	64	
	<b>Completion</b>		
<b>Completion</b>	Consider a request from the Contractor to agree that that Completion has been achieved. Liaise with the Contractor and, if Defect free Completion has been achieved, agree on an appropriate date	65	65A,
	Issue a Completion notice (certificate) to the Contractor stating the Actual Completion Date	65	65B
	<b>Close-out workshop</b>		
	Liaise with the Contractor and convene a close-out workshop within 21 days of Completion of the whole of the Works.	66	
	Liaise with the Contractor and agree on who should attend	66	
	<b>Defects after Completion</b>		
	If Defects are discovered, Issue a Defect Notice instructing the Contractor to make good specified Defects within a given period	67	67A
	Proceed to have any Defects made good by others where the Contractor has failed to make good the Defect within the time specified in the Defect Notice	67	67B
	Where necessary, instruct a Variation in connection with any Defect instead of requiring the Defect to be made good	67	67C
	<b>Claim and Issue Resolution</b>		
<b>Claim resolution</b>	Determine whether or not the information included in a Claim is sufficient for the Principal to assess the claim, including the information listed in clause 68.4. If not, advise the Contractor why the claim cannot be assessed	68	
	Refer the Claim to the Valuer if engaged or it is agreed with the Contractor to engage a Valuer.	68	
	If a Valuer is not used, assess the Claim within 28 days of receipt and either negotiate to reach agreement with the Contractor or reject the Claim. Note the time period can be extended by negotiation.	68	68
<b>Issue</b>	<b>Notification of Issue</b>		
	Ensure the principal's senior executive has been appointed	69	69A, 69B, 69C
	Receive Contractor's notice of Issue and ensure the senior executive has received a copy. It is recommended that the AP consult promptly with the senior executive. A position paper may be required	69	



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<b>resolution</b>	Where appropriate, give notice of an Issue to the Contractor and send a copy to the Contractor's senior executive. It is recommended that the AP consult with its senior executive before taking this action .	69	69D
	<b>Resolution by Senior Executives</b>		
<b>Issue resolution</b>	Assist the Senior Executive in resolution of the Issue, when and as requested	70	70A, 70B, 70C
	<b>Expert Determination</b>		
	Assist the person nominated in CI item 52 in engaging an expert and preparing submissions to the Expert for Expert Determination, as requested	71	71
	If applicable, arrange payment of the amount determined by the Expert within 28 days after the Principal receives the determination. If an amount is owed by the Contractor, it is recommended that the AP promptly issue a demand for payment	71	
	<b>Parties to perform the Contract</b>		
	Instruct the Contractor to continue working	72	72
<b>Termination</b>	<b>Termination for Contractor's Default or Insolvency</b>		
	Alert the senior executive to a Contractor's Default and seek its guidance. Inform the Client. Assist the senior executive or other representative of the Principal in the issue of notices and other required actions. Maintain a complete record of all discussions/ correspondence/ instructions/ actions	73	73A, 73B, 73C, 73D, 73E
	<b>Termination for Principal's convenience</b>		
	Assist the senior executive or other representative of the Principal in the issue of notices and other required actions. Maintain a complete record of all discussions/ correspondence/ instructions/ actions	74	74
	<b>Termination for Principal's default</b>	74	
	Alert the senior executive where access will be delayed beyond 3 months.	75	
	Alert the senior executive if a notice is received from the Contractor requiring the Principal to remedy its default. Assist the senior executive or other representative of the Principal in the resolution of the Principal's default	75	75

**Note, additional roles/ actions/ responsibilities are included in the Preliminaries section of the Contract Documents**