To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REPLACEMENT OF CONTRACT ADMINISTRATOR (MCC-1)**

**Clause 3.2(a)**

In accordance with clause 3.2(a) of the Contract, the Commonwealth notifies the Contractor that the Contract Administrator has been replaced. The Commonwealth appoints *[insert name of replacement Contract Administrator]* as the new Contract Administrator.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to all parties:***

***Any substitute Contract Administrator will be bound by anything done by the former Contract Administrator to the same extent that the former Contract Administrator would have been bound.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**APPOINTMENT OF CONTRACT ADMINISTRATOR’S REPRESENTATIVE (MCC‑1)**

**Clause 3.4(a)(i)**

In accordance with clause 3.4(a)(i) of the Contract, the Contract Administrator notifies the Contractor that it appoints *[insert name of Contract Administrator’s representative]* to exercise the following functions of the Contract Administrator under the Contract:

*[Insert relevant functions and clauses of Contract].*

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REVOCATION OF APPOINTMENT OF CONTRACT ADMINISTRATOR’S REPRESENTATIVE (MCC-1)**

**Clause 3.4(a)(ii)**

In accordance with clause 3.4(a)(ii) of the Contract, the Contract Administrator notifies the Contractor that the following appointment of the Contract Administrator’s representative under clause 3.4(a)(i) of the Contract has been revoked:

*[Insert details, including date of appointment under clause 3.4(a)(i) of the Contract, name of representative and functions which the representative was appointed to exercise and where possible, attach relevant appointment of Contract Administrator’s representative]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator may revoke any appointment made under clause 3.4(a)(i) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO REPLACE KEY PERSON (MCC-1)**

**Clause 3.6(b)**

In accordance with clause 3.6(b) of the Contract, the Contractor requests the Contract Administrator’s approval to replace the following key person:

**Position:**

*[Insert position that key person is to fill]*.

**Current key person:**

*[Insert details]*.

**Replacement key person:**

*[Insert details]*.

**Reason for replacement:**

*[Insert reason]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO REPLACE KEY PERSON (MCC-1)**

**Clause 3.6(b)**

The Contract Administrator refers to the Contractor’s request under clause 3.6(b) of the Contract dated *[insert date of notice]* to replace the following key person:

*[Insert details of key person to be replaced]*.

*[Option 1]* The Contract Administrator approves the replacement and instructs the Contractor, under clause 3.6(b) of the Contract, to replace the relevant key person in accordance with its request.

*[OR]*

*[Option 2]* The Contract Administrator does not approve the replacement. If the Contractor nevertheless intends to proceed to replace the key person, it must provide details of an alternative replacement person for the written approval or rejection (as the case may be) of the Contract Administrator.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REMOVAL OF PERSON (MCC-1)**

**Clause 3.7(a)**

In accordance with clause 3.7(a) of the Contract, the Contract Administrator instructs the Contractor to remove *[insert name of person(s)]* from

*[Option 1]* the Site.

*[OR]*

*[Option 2]* the following activities connected with the Contractor’s Activities: *[insert details of activities]*.

The removal of *[insert name of person(s)]* is instructed because the *[person is / persons are]*, in the Contract Administrator’s reasonable opinion

*[Option 1]* guilty of misconduct.

*[AND/OR]*

*[Option 2]* incompetent.

*[AND/OR]*

*[Option 3]* negligent.

The Contractor must ensure that *[insert name of person(s)]* *[is / are]* not again involved in the Contractor’s Activities.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option(s) which are inapplicable. The Contract Administrator is not required to provide any further details.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO PROVIDE DEED OF GUARANTEE AND UNDERTAKING (MCC-1)**

**Clause 4.4**

In accordance with clause 4.4 of the Contract, the Contractor is requested to provide to the Commonwealth by *[insert time and date]* a Deed of Guarantee and Undertaking duly executed by *[insert name and ABN of the Contractor]* and *[insert name and ABN of relevant Related Body Corporate of the Contractor]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instruction to Contractor:***

***If this request is made during the Planning Phase, the Contractor's compliance with clause 4.4 is a condition precedent to Delivery Phase Approval]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO PRODUCE EVIDENCE OF CURRENCY (MCC-1)**

**Clause 5.4(g)**

In accordance with clause 5.4(g) of the Contract, the Contract Administrator requests that the Contractor provide evidence satisfactory to the Contract Administrator that:

1. the Contractor has complied with clause 5.4 of the Contract; and
2. the Contractor’s *[insert coverage/type of insurance, i.e. Public Liability Insurance/Workers’ Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/Construction Risks Insurance/any other type of insurance]* insurance policy complies with clause 5.4 of the Contract and is current.

The Contractor is requested to provide this evidence promptly (but in any event, within *[14]* days of this request).

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator is entitled to request the Contractor to provide evidence satisfactory to the Contract Administrator that an insurance policy required under clause 5.4 complies with clause 5.4 and is current at any time during the term of the Contract. The 14 day period referred to above is a guide only.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE POLICY (MCC-1)**

**Clause 5.4(h)(i)**

In accordance with clause 5.4(h)(i) of the Contract, the Contractor notifies the Commonwealth that a notice has been given in respect of its *[insert details of the relevant insurance policy]* of

*[Option 1]* expiry.

*[OR]*

*[Option 2]* cancellation.

*[OR]*

*[Option 3]* rescission.

The reasons for this are:

*[Insert reason/reasons for expiry, cancellation or rescission]*.

The Contractor proposes the following replacement insurance:

*[Insert details of the proposed replacement insurance policy, including the identity of the replacement insurer]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR INFORMATION FOLLOWING NOTICE OF EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE POLICY (MCC-1)**

**Clause 5.4(h)(i)**

The Contract Administrator refers to the Contractor’s notice under clause 5.4(h)(i) of the Contract dated *[insert date of notice]*.

In accordance with clause 5.4(h)(i) of the Contract, the Contract Administrator requests that the Contractor provide evidence that the Contractor's replacement *[insert coverage/type of* *replacement insurance, i.e. Public Liability Insurance/Workers' Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/Construction Risks Insurance/any other type of insurance]* insurance policy complies in all relevant respects with the requirements of the Contract, within *[14]* days of this request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator is entitled to request that the Contractor provide such evidence as the Contract Administrator reasonably requires that the replacement insurance policy complies with the requirements of the Contract. The 14 day period referred to above is a guide only.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF REPLACEMENT INSURER (MCC-1)**

**Clause 5.4(h)(ii)**

In accordance with clause 5.4(h)(ii) of the Contract, the Contractor notifies the Commonwealth that the identity of the replacement insurer in respect of the *[insert details of the relevant insurance policy]* is *[insert name]*.

*[INSERT IF APPLICABLE:*

*The Contractor provides the following evidence that the [insert details of the relevant insurance policy] with [insert name] complies in all relevant respects with the requirements of the Contract [, as requested by the Commonwealth in its notice dated [insert date of notice]]:*

*[insert or refer to attached evidence].]*

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO PRODUCE EVIDENCE THAT REPLACEMENT INSURANCE COMPLIES WITH THE CONTRACT (MCC-1)**

**Clause 5.4(h)(ii)**

In accordance with clause 5.4(h)(ii) of the Contract, the Contract Administrator requests that the Contractor provide evidence that the Contractor’s *[insert coverage/type of insurance, i.e. Public Liability Insurance/Workers’ Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/Construction Risks Insurance/any other type of insurance]* insurance policy complies in all relevant respects with the requirements of the Contract, within *[14]* days of this request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator is entitled to request that the Contractor provide such evidence as the Contract Administrator reasonably requires that a replacement insurance policy complies with requirements of the Contract. The 14 day period referred to above is a guide only.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR RECEIPTS FOR PAYMENT OF INSURANCE PREMIUMS (MCC-1)**

**Clause 5.4(i)(iv)**

In accordance with clause 5.4(i)(iv) of the Contract, the Contract Administrator requests that the Contractor provide the Contract Administrator with copies of receipts for the payment of insurance premiums as follows:

*[Insert description of the relevant insurance policy/policies and the relevant receipts for the payment of premiums]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO *[CANCEL AN INSURANCE POLICY/ALLOW AN INSURANCE POLICY TO LAPSE]* (MCC-1)**

**Clause 5.4(i)(vii)**

In accordance with clause 5.4(i)(vii) of the Contract, the Contractor requests the Contract Administrator’s written consent to

*[Option 1]* cancel the following insurance policy:

*[OR]*

*[Option 2]* allow the following insurance policy to lapse:

*[Insert details of the relevant insurance policy and reason for proposed cancellation/lapse]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO *[CANCEL AN INSURANCE POLICY/ALLOW AN INSURANCE POLICY TO LAPSE]* (MCC-1)**

**Clause 5.4(i)(vii)**

The Contract Administrator refers to the Contractor’s request under clause 5.4(i)(vii) of the Contract dated *[insert date of request]*.

In accordance with clause 5.4(i)(vii) of the Contract, the Contract Administrator

*[Option 1]* consents to the request.

*[OR]*

*[Option 2]* rejects the request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF EVENT IN RELATION TO INSURANCE POLICY (MCC-1)**

**Clause 5.4(i)(viii)**

In accordance with clause 5.4(i)(viii) of the Contract, the Contractor notifies the Contract Administrator that an event has occurred which may result in the *[lapsing/cancellation/rescission]* of the following insurance policy:

*[Insert details of insurance policy]*.

The event and *[reason/reasons]* why the policy may *[lapse/be cancelled/be rescinded]* *[is/are]* as follows:

*[Insert details of event and reason/reasons why lapse/cancellation/rescission is anticipated]*.

*[Signature]*

Contractor

*[Insert date]*

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF POTENTIAL CLAIM UNDER INSURANCE POLICY (MCC-1)**

**Clause 5.7(a)**

In accordance with clause 5.7(a) of the Contract, the Contractor informs the Commonwealth that

*[Option 1]* the following event has occurred which may give rise to a claim under the following insurance policy required under clause 5.4 of the Contract:

*[OR]*

*[Option 2]* a claim has been made against the Contractor or the Commonwealth which may be covered by the following insurance policy required by clause 5.4 of the Contract:

*[Insert description of the relevant insurance policy and the fact, matter or occurrence which may give rise to a claim under the insurance policy or any claim actually made against the Contractor or the Commonwealth which may be covered by the insurance policy]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.***

***In accordance with clause 5.7(b) of the Contract, the Contractor must keep the Commonwealth informed of all significant developments concerning the claim.***

***In accordance with clause 5.7(c) of the Contract, the Contractor must also ensure that its subcontractors similarly inform the Contractor and the Commonwealth in writing of any facts, matters or occurrences which may give rise to a claim under the relevant insurance policy or any claim actually made against the Contractor, the subcontractor or the Commonwealth which may be covered by that insurance policy. In this event, the Contractor should advise the subcontractor to submit a notice similar to this and provide it to the Contractor and Commonwealth.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF SIGNIFICANT DEVELOPMENTS CONCERNING CLAIM (MCC-1)**

**Clause 5.7(b)**

The Contractor refers to its notice dated *[insert date of notice of potential or actual claim under insurance policy]* informing the Commonwealth that

*[Option 1]* an event occurred which may give rise to a claim under an insurance policy required by clause 5.4 of the Contract

*[OR]*

*[Option 2]* a claim has been made against the Contractor or the Commonwealth which may be covered by the following insurance policy required by clause 5.4 of the Contract:

*[Insert description of the relevant insurance policy and the fact, matter or occurrence which may give rise to a claim under the insurance policy or any claim actually made against the Contractor or the Commonwealth which may be covered by the insurance policy]*.

In accordance with clause 5.7(b) of the Contract, the Contractor informs the Commonwealth that the following significant developments have occurred in relation to the claim:

*[Insert relevant developments concerning the claim]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF REDUCTION OF PROFESSIONAL INDEMNITY INSURANCE (MCC-1)**

**Clause 5.7(e)**

In accordance with clause 5.7(e) of the Contract, the Contractor notifies the Commonwealth that the estimated total combined value of claims made against the Contractor and claims which may arise from circumstances reported by the Contractor to its insurer in a policy year may potentially reduce the available limit of policy indemnity for that year below the amount required by the Contract as follows:

*[Insert details]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF PLANNING PHASE DESIGN DOCUMENTATION (MCC-1)**

**Clause 6.1(b)(ii)**

The Contract Administrator refers to the Planning Phase Design Documentation *[submitted / resubmitted]* by the Contractor on *[insert date]* as follows:

*[Insert description of Planning Phase Design Documentation]*.

In accordance with clause 6.1(b)(ii) of the Contract, the Planning Phase Design Documentation described above is

*[Option 1]* rejected.

*[OR]*

*[Option 2]* rejected as to the following aspects:

 *[Insert description of which aspects of the Planning Phase Design Documentation are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. During the Planning Phase, the Contract Administrator may reject Planning Phase Design Documentation in its absolute discretion, without needing to demonstrate that it is not in accordance with the requirements of the Contract. This is consistent with the developmental nature of the design procedure during the Planning Phase.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF REQUIREMENTS FOR COST PLAN AND DATE FOR SUBMISSION OF COST PLAN (MCC-1)**

**Clause 6.2**

In accordance with clauses 6.2(a)(i)B, 6.2(b)(iii)A and 6.2(b)(iii)E of the Contract, the Contract Administrator notifies the Contractor that it is required to provide a cost plan for the Contractor’s Activities which complies with and has regard to the following considerations and requirements:

*[Insert requirements and considerations relevant to the cost plan, including:*

*[Option 1]* a detailed recommendation as to every reasonably possible alternative amount which the Commonwealth could set as the Target Cost, having regard to all relevant considerations including the following budgetary limitations and requirements of the Commonwealth in respect of the Works *[insert].*

*[AND/ OR]*

*[Option 2]* The following relevant considerations, arising out of or in connection with or reasonably incidental to or to be inferred from the considerations in clause 6.2(b)(iii) A - D *[insert]]*.

Further, in accordance with clause 6.2(a)(iii) of the Contract, the Contractor is required to provide the cost plan to the Contract Administrator for approval on or before *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Note to Contract Administrator:***

***Delete the Option which is inapplicable]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

***[APPROVAL/REJECTION]* OF COST PLAN AND TARGET COST (MCC-1)**

**Clause 6.2(c)(i)/6.2(d)**

The Contract Administrator refers to the following cost plan and target cost submitted by the Contractor on *[insert date]*:

*[Insert description of cost plan, target cost and relevant dates]*.

*[Option 1]* In accordance with clause 6.2(d) of the Contract, the cost plan and target cost are approved.

*[OR]*

*[Option 2]* In accordance with clause 6.2(c)(i) of the Contract, the cost plan is rejected as to the following aspects, and the Contractor must submit an amended cost plan:

 *[Insert description of which aspects of the cost plan are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. Contract Administrator to refer to clause 6.2(b) of the Contract for guidance as to the required content of a cost plan. Under clause 6.2(f) of the Contract, the Contract Administrator may appoint a third party to assist in determining whether to approve a cost plan (or revised cost plan).]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF DATE FOR SUBMISSION OF THE DELIVERY PHASE PROGRAM FOR THE CONTRACTOR’S ACTIVITIES (MCC-1)**

**Clause 6.4(a)(iv)**

In accordance with clause 6.4(a)(iv) of the Contract, the Contract Administrator notifies the Contractor that it is required to submit the Delivery Phase Program for the Contractor’s Activities to the Contract Administrator on or before *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contact Administrator:***

***The date specified must be prior to the Date for Delivery Phase Agreement.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF ADDITIONAL MATTERS FOR DELIVERY PHASE PROGRAM (MCC-1)**

**Clause 6.4(b)(vii)**

In accordance with clause 6.4(b)(vii) of the Contract, the Contract Administrator notifies the Contractor that it is required to include the following additional matters in its Delivery Phase Program under clause 6.4(a):

*[Insert additional matters required]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**APPROVAL OF CONTRACTOR’S DELIVERY PHASE PROGRAM(MCC-1)**

**Clause 6.4(d)**

The Contract Administrator refers to the Contractor’s *[proposed / amended]* Delivery Phase Program under clause *[6.4(a) / 6.4(c)(i)]* for the Contractor’s Activities during the Delivery Phase, dated *[insert date]*.

In accordance with clause 6.4(d) of the Contract, the Contract Administrator notifies the Contractor that the *[proposed / amended]* Delivery Phase Program is approved.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Under clause 6.4(f) of the Contract, the Contract Administrator may*** ***engage a third party to perform an external review of the Delivery Phase Program submitted under paragraph 6.4(a).]***

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF CONTRACTOR’S DELIVERY PHASE PROGRAM(MCC-1)**

**Clause 6.4(c)(i)**

The Contract Administrator refers to the Contractor’s *[revised]* Delivery Phase Program under clause 6.4(a) for the Contractor’s Activities during the Delivery Phase, received by the Contract Administrator on *[insert date]*.

In accordance with clause 6.4(c)(i) of the Contract, the Contract Administrator notifies the Contractor that the Contractor's *[revised]* Delivery Phase Program is rejected as to the following aspects, and a further amended program must be submitted to the Contract Administrator by *[insert date]*:

*[Insert description of which aspects of the program are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of the Contractor]*

**[*Insert name/description of Contract]* (Contract)**

**REQUEST FOR *[ASSISTANCE/EVIDENCE/ATTENDANCE]* IN RELATION TO [*GOVERNMENT APPROVAL/PARLIAMENTARY APPROVAL/PGPA ACT APPROVALS]* (MCC-1)**

**Clause 6.5(b)(i)**

The Contract Administrator requests that the Contractor provide the Commonwealth with the following

*[Option 1]* assistance *[insert details of required assistance]*

*[OR]*

*[Option 2]* evidence *[insert details of required evidence]*

*[OR]*

*[Option 3]* attendance at *[insert details of required attendance]*

for the purpose of obtaining *[Government Approval/Parliamentary Approval/all necessary approvals under the PGPA Act]*.

The *[assistance/evidence]* must be provided by *[insert date]*. *[Delete if only Option 3 is selected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable. The date inserted (by which the assistance / evidence must be provided) must be before the Date for Delivery Phase Approval.]***

To: *[Insert name and ABN of Contractor]*

**[Insert name/description of Contract] (Contract)**

**NOTICE OF DELIVERY PHASE AGREEMENT (MCC-1)**

**Clause 6.6(a)(i)**

In accordance with clause 6.6(a)(i) of the Contract, the Commonwealth notifies the Contractor that Delivery Phase Agreement was achieved on *[insert date]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF FAILURE TO ACHIEVE DELIVERY PHASE AGREEMENT (MCC-1)**

**Clause 6.6(a)(ii)**

In accordance with clause 6.6(a)(ii) of the Contract, the Commonwealth notifies the Contractor that Delivery Phase Agreement has not been achieved by the date of this notice.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

**[Insert name/description of Contract] (Contract)**

**NOTICE OF DELIVERY PHASE APPROVAL (MCC-1)**

**Clause 6.6(a)(iii)A**

In accordance with clause 6.6(a)(iii)A of the Contract, the Commonwealth notifies the Contractor that Delivery Phase Approval was achieved on *[insert date]*.

The date for access to the Site is *[insert date]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth:***

***This notice should not be issued until after a notice of Delivery Phase Agreement has been issued under clause 6.6(a)(i).***

***On the same date as this notice is issued, the Commonwealth must execute the Contract Particulars (Delivery Phase) as finalised in accordance with clause 6.5(f).***

***The Commonwealth must also give the Contractor sufficient access to the Site to allow it to commence execution of the Works on the later of:***

* ***the date specified in this notice;***
* ***the Contractor having provided satisfactory evidence of insurances required under clause 5.4 of the Contract;***
* ***the Environmental Management Plan, the Site Management Plan and the Work Health and Safety Plan having been finalised under clause 9.2; and***
* ***the satisfaction of the conditions precedent to access set out in the Contract Particulars or elsewhere in the Contract.***

***Subject to other provisions of the Contract affecting access, the Commonwealth must continue to allow the Contractor to have sufficient access to the Site to enable it to carry out the Contractor’s Activities.]***To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF FAILURE TO ACHIEVE DELIVERY PHASE APPROVAL (MCC-1)**

**Clause 6.6(a)(iii)B**

In accordance with clause 6.6(a)(iii)B of the Contract, the Commonwealth notifies the Contractor that Delivery Phase Approval has not been achieved by the date of this notice.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**UNILATERAL EXTENSION OF *[PLANNING PHASE MILESTONE DATE/DATE FOR DELIVERY PHASE AGREEMENT/DATE FOR DELIVERY PHASE APPROVAL]* (MCC-1)**

**Clause 6.6(d)**

Pursuant to clause 6.6(d) of the Contract, the Commonwealth notifies the Contractor that

*[Option 1]* the following Planning Phase Milestone Date:

 *[insert details of Planning Phase Milestone Date to be extended]*

*[Option 2]* the Date for Delivery Phase Agreement

*[AND/OR]*

*[Option 3]* the Date for Delivery Phase Approval

is extended from *[insert original date]* to *[insert date]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth:***

***Delete the Options which are inapplicable. It is likely that, in the event that a Planning Phase Milestone Date, the Date for Delivery Phase Agreement or the Date for Delivery Phase Approval is extended, the Commonwealth may also wish to extend other dates in the Planning Phase.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF DELIVERY PHASE DESIGN DOCUMENTATION (MCC-1)**

**Clause 6.8(b)(ii)**

The Contract Administrator refers to the Delivery Phase Design Documentation *[submitted/ resubmitted]* by the Contractor on *[insert date]* as follows:

*[Insert description of Delivery Phase Design Documentation]*.

In accordance with clause 6.8(b)(ii) of the Contract, the Delivery Phase Design Documentation described above is not in accordance with the requirements of the Contract and is therefore

*[Option 1]* rejected.

*[OR]*

*[Option 2]* rejected as to the following aspects:

*[Insert description of the aspects of the Delivery Phase Design Documentation which are rejected].*

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. During the Delivery Phase (as opposed to the Planning Phase) the Contract Administrator should generally only reject Delivery Phase Design Documentation prepared by the Contractor where it is not in accordance with the requirements of the Contract.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF OTHER PROJECT DOCUMENTS TO BE KEPT AVAILABLE (MCC-1)**

**Clause 6.12(a)**

In accordance with clause 6.12(a) of the Contract, the Contract Administrator directs the Contractor to keep the following Projects Documents available for the use of the Contract Administrator, the Commonwealth or anyone else acting on behalf of the Commonwealth:

*[Insert additional Project Documents]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]* and *[Insert name and ABN of Contractor]* *OR* the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* BETWEEN THE CONTRACT AND THE *[PLANNING PHASE/DELIVERY PHASE]* DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENT (MCC-1)**

**Clause 6.16(d)(i)**

In accordance with clause 6.16(d)(i) of the Contract, the *[Contractor/Commonwealth]* notifies the Contract Administrator and the *[Contractor/Commonwealth]* that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered between

*[Option 4]* the Planning Phase Design Documentation (which the Contractor is entitled to use under clause 6.1(d))

*[OR]*

*[Option 5]* the Delivery Phase Design Documentation (which the Contractor is entitled to use under clause 6.8(d))

*[OR]*

*[Option 6] [a]* Project Document*[s]*

and the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant design documentation or project documents, attaching any copies where this would assist in describing the issue]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and the Commonwealth:***

***The party discovering the relevant ambiguity, discrepancy or inconsistency is to select the name of the other party to be notified and delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]* and *[Insert name and ABN of Contractor]* *OR* the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* IN DOCUMENTS WHICH MAKE UP THE CONTRACT (MCC-1)**

**Clause 6.16(d)(i)**

In accordance with clause 6.16(d)(i) of the Contract, the *[Contractor/Commonwealth]* notifies the Contract Administrator and the *[Contractor/Commonwealth]* that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered in the following documents which make up the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant documents, attaching any copies where this would assist in describing the issue]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

Contractor

*[Insert date]*

***[Instructions to Contractor and the Commonwealth:***

***The party discovering the relevant ambiguity, discrepancy or inconsistency is to select the name of the other party to be notified and delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO NOTICE REGARDING *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* (MCC-1)**

**Clause 6.16(d)(i)**

The Contract Administrator refers to the notice given by the *[Contractor/Commonwealth]* dated *[insert date of notice]* concerning the following *[ambiguity/discrepancy/inconsistency]*:

*[Insert description of ambiguity/discrepancy/inconsistency and relevant documents]*.

In accordance with clause 6.16(d)(i) of the Contract, the Contractor is instructed to adopt the following course:

*[Insert description of course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***This notice must be served upon the Contractor within 14 days of receiving the notice notifying of the ambiguity, discrepancy or inconsistency.***

***In deciding the course to be adopted by the Contractor, the Contract Administrator must have regard to:***

***(a) the order of precedence under clause 6.16(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.16(b) of the Contract, which states that*** ***where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Contract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.16(c) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the relevant Planning Phase Design Documentation, relevant Delivery Phase Design Documentation or any other Project Document the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* IN DOCUMENTS WHICH MAKE UP THE CONTRACT (MCC-1)**

**Clause 6.16(d)(ii)**

In accordance with clause 6.16(d)(ii) of the Contract, the Contract Administrator notifies the Contractor and the Commonwealth that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered in the following documents which make up the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant documents, attaching any copies where this would assist in describing the issue]*.

In accordance with clause 6.16(d)(ii) of the Contract, the Contractor is instructed to adopt the following course:

*[Insert description of course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***In deciding the course to be adopted by the Contractor, the Contract Administrator must apply the following principles:***

***(a) the order of precedence under clause 6.16(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.16(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Contract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.16(c) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the Planning Phase Design Documentation, Delivery Phase Design Documentation or any other Project Document, the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* BETWEEN THE CONTRACT AND THE *[PLANNING PHASE/DELIVERY PHASE]* DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENT (MCC-1)**

**Clause 6.16(d)(ii)**

In accordance with clause 6.16(d)(ii) of the Contract, the Contract Administrator notifies the Contractor and Commonwealth that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered between

*[Option 4]* the Planning Phase Design Documentation (which the Contractor is entitled to use under clause 6.1(d))

*[OR]*

*[Option 5]* the Delivery Phase Design Documentation (which the Contractor is entitled to use under clause 6.8(d))

*[OR]*

*[Option 6] [a]* Project Document*[s]*

and the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant Planning Phase Design Documentation/ Delivery Phase Design Documentation or Project Documents, attaching any copies where this would assist in describing the issue]*.

In accordance with clause 6.16(d)(ii) of the Contract, the Contractor is instructed to adopt the following course:

*[Insert description of course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***In deciding the course to be adopted by the Contractor, the Contract Administrator must apply the following principles:***

***(a) the order of precedence under clause 6.16(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.16(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Contract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.16(c) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the Planning Phase Design Documentation, Delivery Phase Design Documentation or any other Project Document, the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR ACCESS TO PREMISES AND PROJECT DOCUMENTS (MCC-1)**

**Clause 6.17(a)**

In accordance with clause 6.17(a) of the Contract, the Commonwealth requests that the Contractor provide and make available

*[Option 1]* access to its premises at *[insert location of Contractor’s premises]* and make the following Project Documents available for inspection by *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*:

 *[insert description of relevant Project Documents]*.

*[AND/ OR]*

*[Option 2]* *[insert number]* copies of the following Project Documents:

 *[insert description of relevant Project Documents and the format of copies required]*,

 as required by *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*.

*[AND/ OR]*

*[Option 3]* the following facilities and assistance to, and answers to the following questions by *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]* in accordance with clause 6.17(a)(v) of the Contract:

 *[insert description of relevant facilities, assistance or questions]*.

 Further, in accordance with clause 6.17(a)(v), the Contractor must co-operate with and do everything necessary to assist *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*.

*[AND / OR]*

*[Option 4]* the following officers, employees, agents or subcontractors for interviews with *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*:

 *[insert names of required interviewees]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to the Commonwealth:***

***Delete the Options which are inapplicable. The Commonwealth may make this request at any time during the Contractor’s Activities and for a period of 10 years following:***

***(a) if Delivery Phase Approval is achieved, the*** ***latest of the:***

***(i) end of the last Defects Liability Period;***

***(ii) date upon which all Defects have been rectified in accordance with the Contract; and***

***(iii) completion of the Contractor’s Activities; or***

***(b) if the Commonwealth issues a notice under clauses 6.6(a)(ii) or 6.6(a)(iii)B of the Contract, the issue of that notice).]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR AMENDMENT TO COST PLAN (MCC-1)**

**Clause 6.18(c)**

In accordance with clause 6.18(c) of the Contract, the Contractor requests the Contract Administrator's approval to amend the Cost Plan to take account of the following item affecting or likely to affect the following component of the Cost Plan

*[Insert description of item, component of the Cost Plan affected and amendments required. The Contractor should also identify any alternative steps available where:*

*(i) the tenders for any part of the Reimbursable Work exceed the amount included for that work in the Cost Plan; or*

*(ii) the costs incurred under any Approved Subcontract Agreement exceed (or appear likely to exceed) the amount allowed for that particular Approved Subcontract Agreement in the Cost Plan].*

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

***[APPROVAL/REJECTION]* OF AMENDMENT TO COST PLAN (MCC-1)**

**Clause 6.18(c)**

The Contract Administrator refers to the Contractor’s request under clause 6.18 of the Contract dated *[insert date]* to amend the Cost Plan.

In accordance with clause 6.18(c) of the Contract, the Contract Administrator notifies the Contractor that the Contractor's proposed amendments are

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* rejected as to the following aspects:

 *[Insert description of the aspects of the amendments which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF SAMPLES (MCC-1)**

**Clause 6.22(b)(ii)**

The Contract Administrator refers to the *[sample/range of samples]* submitted by the Contractor on *[insert date]* as follows:

*[Insert description of sample/range of samples]*.

In accordance with clause 6.22(b)(ii) of the Contract, the *[sample/range of samples]* is

*[Option 1]* rejected.

*[OR]*

*[Option 2]* rejected as to the following aspects:

 *[Insert description of the aspects of the sample/range of samples which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. Under clause 6.22(b)(ii), the sample or range of samples may be rejected if, in the reasonable opinion of the Contract Administrator, they do not comply with the requirements of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR ACCESS TO SITE DURING THE PLANNING PHASE (MCC-1)**

**Clause 7.3(b)(iii)**

In accordance with clause 7.3(b)(iii) of the Contract, the Contractor requests access to the Site during the Planning Phase as follows:

The areas of the proposed access are *[insert]*.

The timing of the proposed access is *[insert].*

The proposed access is necessary to enable the Contractor to commence and progress the Contractor’s Activities in the Planning Phase (including the preparation of the Planning Phase Design Documentation under clause 6.1) for the following reasons *[insert]*.

The Contractor proposes to put in place the following mitigation measures to avoid any disruption or inconvenience that may be caused to the Commonwealth, Other Contractors and any other person authorised by the Commonwealth or the Contract Administrator to occupy, use, operate, maintain or access the Site if the Contractor is given the proposed access *[insert]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instruction to Contract Administrator:***

***Before approving the Contractor's request for site access under clause 7.3(b)(iii), the Contract Administrator should confirm that Contractor has satisfied the conditions precedent to site access specified in the Contract Particulars (Planning Phase) together with any other conditions precedent to access.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR ACCESS TO SITE DURING THE PLANNING PHASE (MCC-1)**

**Clause 7.3(b)(iv)**

The Contract Administrator refers to the Contractor’s request under clause 7.3(b)(iii) dated *[insert date of request]*.

The requested access is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* rejected, but may be approved if alternative *[areas of proposed access / dates / mitigation measures]* can be arranged.

*[Option 3A]* Proposed alternative *[areas of proposed access / dates / mitigation measures]* are *[insert]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable. Option 3A will only apply if Option 3 applies.***

***Contract Administrator should only approve the Contractor's request for Site access during the Planning Phase if:***

***(a) the Environmental Management Plan, the Site Management Plan and Work Health and Safety Plan have been finalised under clause 9.2;***

***(b) it has received evidence of currency of insurance policies as required pursuant to clause 5.4(g) of the Contract; and***

***(c) the Contractor has otherwise satisfied the conditions precedent to access set out in the Contract Particulars (Planning Phase).]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**SUBCONTRACT PROPOSAL (MCC-1)**

**Clause 8.2(b)**

In accordance with clause 8.2(b) of the Contract, the Contractor submits this Subcontract Proposal to the Contract Administrator and requests approval to invite tenders in respect of the following part of the Reimbursable Work, as set out below:

**Part of the Reimbursable Work the subject of the tender:**

*[Insert details]*.

**Amount included for this part of the Reimbursable Work in the Cost Plan:**

*[Insert amount]*.

**Process for ascertaining the tender list for the part of the Reimbursable Work to be the subject of the tender:**

*[Insert details of how the tender list will be ascertained, including details of:*

*(a) where an Expression of Interest process is to be used - details of the criteria (with weightings) for the assessment of each expression of interest; or*

*(b) if an expression of interest process is not to be used - details of, and justification for the manner in which the tender list will be established; and*

*(c) details of the criteria (with weightings) for the assessment of each tender (whether or not an Expression of Interest process is used)].*

**The method of delivery for the part of the Reimbursable Work:**

*[Insert details]*.

**Details of the proposed conditions of subcontract**

*[If the Contractor is proposing to enter into an Approved Subcontract Agreement based upon conditions of subcontract other than those described in the Schedule of Collateral Documents, insert details of the proposed conditions of subcontract. Otherwise, delete]*.

**The proposed date for calling of tenders and for tender responses:**

*[Insert details]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***Under clause 8.1(d) of the Contract, for work estimated by the Contractor as exceeding $7.5 million, the Contractor must ascertain the tender list for the part of the Reimbursable Work to be the subject of the tender by:***

***(a) using an expression of interest process; or***

***(b) as otherwise directed by the Contract Administrator.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

***[APPROVAL/REJECTION]* OF SUBCONTRACT PROPOSAL (MCC-11)**

**Clause 8.2(b)**

The Contract Administrator refers to the Contractor’s Subcontract Proposal dated *[insert date]* in respect of the following part of the Reimbursable Work *[insert description of the part of the Reimbursable Work to which the Subcontract Proposal relates]*.

In accordance with clause 8.2(b) of the Contract, the Subcontract Proposal is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* rejected as to the following aspects:

 *[Insert description of the aspects of the Subcontract Proposal which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR APPROVAL OF ADVERTISEMENTS AND DOCUMENTS FOR EXPRESSIONS OF INTEREST (MCC-1)**

**Clause 8.2(d)**

In accordance with clause 8.2(d) of the Contract, the Contractor requests that the Contract Administrator approve the following *[advertisement/document]* to be issued for the purpose of obtaining expressions of interest for the purposes of calling tenders for the following Reimbursable Work package.

*[Insert details of the relevant Reimbursable Work package for which expressions of interest are to be obtained, and attach copies of the advertising or documents for which the Contractor is seeking approval]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

***[APPROVAL/REJECTION]* OF REQUEST FOR ADVERTISEMENTS AND DOCUMENTS FOR EXPRESSIONS OF INTEREST (MCC-1)**

**Clause 8.2(d)**

The Contract Administrator refers to the Contractor’s request for approval of advertisements and documents for expressions of interest dated *[insert date of request]*.

In accordance with clause 8.2(d) of the Contract, the request is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* rejected as to the following aspects:

 *[Insert description of the aspects of the advertisements and documents which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**SUBCONTRACT TENDER DOCUMENTATION (MCC-1)**

**Clause 8.3(a)**

In accordance with clause 8.3(a) of the Contract, the Contractor submits to the Contract Administrator for approval the Subcontract Tender Documentation as follows:

*[Insert description of Subcontract Tender Documentation and attach copy of relevant Subcontract Tender Documentation]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***The Contractor must submit the Subcontract Tender Documentation to Contract Administrator for approval at least 21 days before tenders are to be invited.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

***[APPROVAL/REJECTION]* OF SUBCONTRACT TENDER DOCUMENTATION (MCC-1)**

**Clause 8.3(a) and 8.3(b)**

The Contract Administrator refers to the Subcontract Tender Documentation submitted by the Contractor on *[insert date]* as follows:

*[Insert description of Subcontract Tender Documentation]*.

In accordance with clause 8.3(a) and (b) of the Contract, the Subcontract Tender Documentation is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected and must be amended as follows:

 *[Insert description of amendments required by the Contract Administrator]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR COPIES OF TENDERS (MCC-1)**

**Clause 8.4(a)(iv)**

In accordance with clause 8.4(a)(iv) of the Contract, the Contract Administrator requests the Contractor to provide copies of the following tender/s:

*[Insert detail of tender/s]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**RECOMMENDATION OF REIMBURSABLE WORK TENDERER (MCC-1)**

**Clause 8.5(b) and 8.5(c)**

In accordance with clause 8.5(b) and 8.5(c) of the Contract, the Contractor recommends that the following tenderer be accepted in respect of the following item of Reimbursable Work:

**Tenderer**

*[Insert details of tenderer (i.e. name and contact details)]*.

**Item of Reimbursable Work**

*[Insert details of Reimbursable Work]*.

**Time for Commencement and Completion of Work**

*[Insert time for commencement and completion of work]*.

The Contractor confirms that the times stated above are consistent with the Contractor's obligations to use its best endeavours to, as applicable, achieve the Planning Phase Milestones by the relevant Planning Phase Milestone Dates and achieve Completion of the Works or each Stage by the relevant Target Date.

**Proposed Subcontract Price**

*[Insert proposed subcontract price, including any amount allowed for contingency]*.

*[Insert amounts tendered by other tenderers]*.

*[Option 1]* This tender was the lowest priced tender.

*[OR]*

*[Option 2]* This tender was not the lowest priced tender. The lowest priced tender is not recommended because:

 *[Insert reasons why lowest priced tender is not recommended]*.

**Subcontractor Tender Documentation**

*[Option 3]* The Contractor confirms this tender conforms with the approved Subcontract Tender Documentation.

*[OR]*

*[Option 4]* The Contractor proposes to make the following additional amendments to the Subcontract Tender Documentation approvedby the Contract Administrator *[insert details of proposed amendments to Subcontract Tender Documentation]*.

**Completed Subcontractor Deed of Covenant or Consultant Deed of Covenant:**

*[Attached if required]*.

The Contractor warrants that:

(a) the recommended tenderer has the necessary suitability, reliability, expertise and financial viability to execute the work being subcontracted;

(b) it knows of no reason why this tenderer’s tender should not be accepted; and

(c) this tenderer’s tender will provide value for money for the Commonwealth.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable.***

***The Contractor is required to include in this notice sufficient details to enable the Contract Administrator to determine whether the requirements of clause 8 have been complied with.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR *[SUBCONTRACTOR/CONSULTANT]* DEED OF COVENANT (MCC-1)**

**Clause 8.5(c)(vi)**

In accordance with clause 8.5(c)(vi) of the Contract, the Contractor is requested to provide to the Contract Administrator a *[Subcontractor/Consultant Deed of Covenant]* in respect of the following package of Reimbursable Work *[insert description of Reimbursable Work package]*, duly completed with all relevant particulars and executed by the Contractor and the recommended tenderer.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

***[APPROVAL/DISAPPROVAL]* OF RECOMMENDED TENDERER (MCC-1)**

**Clause 8.7/8.8**

The Contract Administrator refers to the Contractor’s recommendation for a tenderer for Reimbursable Work dated *[insert date],* in respect of the work set out in the Subcontract Proposal dated *[insert date]*:

*[Insert name of recommended tenderer]*.

In accordance with clause 8.7 of the Contract, the Contract Administrator

*[Option 1]* approves of the acceptance of this tenderer.

*[OR]*

*[Option 2]* disapproves of the acceptance of this tenderer.

*[AND]*

*[Option 2a]* directs the Contractor to accept the following tenderer *[insert details of alternative tenderer, if applicable]*.

In addition, the Contract Administrator requires the Contractor to provide to the Contract Administrator with an executed copy of the subcontract, including the

*[Option 3]* Planning Phase Design Documentation

*[OR]*

*[Option 4]* Delivery Phase Design Documentation

relevant to that subcontract.

Where the subcontract price is valued (or estimated) to be over $4 million (inclusive of GST), the Contractor must ensure that it obtains and holds valid and satisfactory STRs of the approved tenderer.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator may select Option 1 or Option 2. Option 2a should only be selected if the Contract Administrator wishes to direct the Contractor to accept an alternative tender (in which case, the process in clause 8.8 of the Contract will apply).***

***The Contract Administrator should carefully review the executed subcontract provided to it by the Contractor under clause 8.7 or 8.8 to ensure that it:***

***(a) is consistent with the subcontract contained in the Subcontract Tender Documentation approved by the Contract Administrator under clause 8.3 of the Contract;***

***(b) contains only such amendments as approved by the Contract Administrator in writing;***

***(c) is for the subcontract price approved by the Contract Administrator; and***

***(d) binds the Subcontractor to participate in any novation required by the Commonwealth under clause 14.5(a)(ii) of the Contract and as otherwise required by the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO VARY WORK UNDER AN APPROVED SUBCONTRACT AGREEMENT (MCC-1)**

**Clause 8.11(a)(ii)**

The Contractor refers to the following Approved Subcontract Agreement with *[insert name of relevant Subcontractor]*:

*[Insert name, date and, details of Approved Subcontract Agreement]*.

In accordance with clause 8.11(a)(ii) of the Contract, the Contractor requests the Contract Administrator's authorisation to issue a direction to the Subcontractor to vary the work under this Approved Subcontract Agreement in the following manner:

*[Insert details of proposed variation, including the effect of the proposed variation on the amount included for the relevant work in the Cost Plan]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO VARY WORK UNDER AN APPROVED SUBCONTRACT AGREEMENT
(MCC-1)**

**Clause 8.11(a)(ii)**

The Contract Administrator refers to the Contractor’s request dated *[insert date]* for authorisation to issue a direction to vary work under the following Approved Subcontract Agreement *[insert description of Approved Subcontract Agreement]*:

*[Insert description of request]*.

In accordance with clause 8.11(a)(ii) of the Contract, the Contractor’s request is

*[Option 1]* rejected.

*[OR]*

*[Option 2]* consented to and authorised.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF OCCURRENCE OF INSOLVENCY EVENT IN RELATION TO SUBCONTRACTOR (MCC-1)**

**Clause 8.14(a)**

The Contractor refers to the following Approved Subcontract Agreement with *[insert name of relevant Subcontractor]*:

*[Insert name, date and details of Approved Subcontract Agreement]*.

In accordance with clause 8.14(a) of the Contract, the Contractor notifies the Contract Administrator that the following event analogous to an Insolvency Event (as defined in the Contract) has occurred in relation to this Subcontractor:

*[Insert details of event, including the evidence upon which the Contractor bases its notice and precisely how it relates to the definition of "Insolvency Event" under clause 1.1 of the Contract]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF TERMINATION OF APPROVED SUBCONTRACT AGREEMENT FOR OCCURRENCE OF INSOLVENCY EVENT IN RELATION TO SUBCONTRACTOR (MCC-1)**

**Clause 8.14(b)(i)**

The Contractor refers to its notice under clause 8.14(a) of the Contract dated *[insert date]*.

In accordance with clause 8.14(b)(i) of the Contract, the Contractor notifies the Contract Administrator that the Contractor has terminated the Approved Subcontractor Agreement which was the subject of this notice with effect from *[insert date]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR CONTRACTOR OR RELATED BODY CORPORATE TO PERFORM REIMBURSABLE WORK (MCC-1)**

**Clause 8.15(a)**

In accordance with clause 8.15(a) of the Contract, the Contractor requests that Contract Administrator approve the performance by *[the Contractor / insert name of Related Body Corporate of Contractor]* of the following parts of the Reimbursable Work:

*[Insert description of proposed Reimbursable Work to be carried out by [the Contractor / insert name of Related Body Corporate of Contractor]]:*

*[Option 1]* The proposed fixed price for the relevant part of the Reimbursable Work described in this notice is *[Insert proposed fixed price]*.

*[OR]*

*[Option 2]* The proposed basis for payment for the relevant part of the Reimbursable Work described in this notice is *[Insert proposed basis for payment for the work]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable. Under clause 8.15(b) of the Contract, the Contractor and Contract Administrator must agree on a fixed price (or other agreed basis for payment) for the work prior to the Contractor or Related Body Corporate commencing the work.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR CONTRACTOR OR RELATED BODY CORPORATE TO PERFORM REIMBURSABLE WORK (MCC-1)**

**Clause 8.15(a)**

The Contract Administrator refers to the Contractor’s request under clause 8.15(a) of the Contract dated *[insert date]* to *[perform / have [insert details of Related Body Corporate of Contractor] perform]*:

*[Insert description of relevant part of Reimbursable Work described in the Contractor's request]*.

In accordance with clause 8.15(a) of the Contract, the Contact Administrator

*[Option 1]* rejects the Contractor's request.

*[OR]*

*[Option 2]* approves the Contractor's request and the proposed *[fixed price/basis for payment]* for the work is accepted and is as follows *[insert]*.

*[OR]*

*[Option 3]* approves the Contractor's request, subject to the proposed *[fixed price/basis for payment]* for the work being adjusted to the satisfaction of the Commonwealth. The Contract Administrator proposes an alternative *[fixed price/basis for payment]*, being:

 *[Insert details of alternative fixed price or basis for payment for the work]*.

*[Signature]*

Contract Administrator

*[insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable. The Contract Administrator is not required to provide any further details as to why the Contractor's proposal is agreed or rejected. In accordance with clause 8.15(b) of the Contract, the Contractor and Contract Administrator must agree on a fixed price (or other agreed basis for payment) for the work prior to the commencement of the work.]***

To: *[Insert name of Contract Administrator]* and *[Insert name and ABN of Contractor]* *OR* *[the Commonwealth]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF CHANGE IN STATUTORY REQUIREMENT (MCC-1)**

**Clause 8.19(a)**

In accordance with clause 8.19(a) of the Contract, the *[Contractor/Commonwealth]* notifies the Contract Administrator and the *[Commonwealth/Contractor]* of the following

*[Option 1]* change in a Statutory Requirement after the Date of Delivery Phase Approval:

*[OR]*

*[Option 2]* variance between a Statutory Requirement and the Contract:

*[Insert details of change in Statutory Requirement or variance between Statutory Requirement and the Contract]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and the Commonwealth:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION IN RESPONSE TO CHANGE IN STATUTORY REQUIREMENT (MCC-1)**

**Clause 8.19(b)**

The Contract Administrator refers to the *[Contractor’s/Commonwealth’s]* notice dated *[insert date of notice]* concerning *[a change in a Statutory Requirement after the Date of Delivery Phase Approval/variance between a Statutory Requirement and the Contract]*.

*[Insert details of change in Statutory Requirement or variance between Statutory Requirement and the Contract]*.

In accordance with clause 8.19(b) of the Contract, the Contractor is instructed to adopt the following course insofar as the Contractor’s Activities insofar are affected by the *[change/variance]*:

*[Insert details of the course the Contractor is to adopt]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator must provide this notice to the Contractor within 14 days of receipt of a notice from the Commonwealth or the Contractor under clause 8.19(a) of the Contract.***

***When instructing the Contractor as to the course to be adopted in respect of any change in Statutory Requirement or variance between a Statutory Requirement and the Contract, the Contract Administrator should bear in mind that the Contractor will be entitled to have the Contractor’s Work Fee (Delivery) increased by the extra costs reasonably incurred by the Contractor after the giving of the notice under 8.19(a) which arise directly from the change or variance and the Contract Administrator's instruction under this notice. Accordingly, the Contract Administrator should take into account the cost implications of any instructions given.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF WORK HEALTH AND SAFETY MATTERS (MCC-1)**

**Clause 8.23(b)**

In accordance with clause 8.23(b) of the Contract, the Contractor notifies the Contract Administrator of:

*[Option 1]* the following notifiable incident(s) within the meaning of the WHS Legislation.

*[Insert details of the relevant notifiable incident(s), including the dates and times at which they occurred]*.

*[The Contractor also attaches**a copy of the notice to be provided to the* *[insert description of relevant Commonwealth, State or Territory regulator]]*.

*[Option 2]* the following work health and safety *[incident(s) / accident(s)]* arising out of or in connection with the Contractor’s Activities and the Works, which *[is / are]* not a notifiable incident (within the meaning of the WHS Legislation).

*[Option 3]* the following work health and safety matter(s) arising out of or in connection with the Contractor's Activities and the Works.

*[Insert details of the relevant work health and safety matter(s), including the dates and times at which they occurred]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contractor is required to inform the Contract Administrator:***

***(a) of notifiable incidents within the meaning of the WHS Legislation - immediately (in accordance with clause 8.23(b)(i));***

***(b) of work health and safety incidents or accidents (which are not notifiable incidents) where the nature of the incident or accident indicates a potential systemic failure to identify hazards and manage risks to health and safety, so far as is reasonably practicable - within 24 hours of the incident or accident occurring (in accordance with clause 8.23(b)(ii)); and***

***(c) of all other work health and safety matters arising out of or in connection with the Contractor's Activities and the Works, including the occurrence of any other incident or accident that is not required to be reported under clause 8.23(b)(i) or (ii) - in the reports under clause 3.10 (in accordance with 8.23(b)(iii)).]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR REMOVAL OF PLANT, EQUIPMENT AND WORK (MCC-1)**

**Clause 8.24**

In accordance with clause 8.24 of the Contract, the Contractor requests the Contract Administrator's approval to remove the following Plant, Equipment and Work from the Site:

*[Insert details of relevant Plant, Equipment and Work and details of reasons for removal]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR REMOVAL OF PLANT, EQUIPMENT AND WORK (MCC-1)**

**Clause 8.24**

The Contract Administrator refers to the Contractor’s notice dated *[insert date of Contractor’s notice requesting approval to remove Plant, Equipment and Work from the Site]* in which the Contractor requested approval to remove from the Site the Plant, Equipment and Work stated in the notice.

In accordance with clause 8.24 of the Contract, the Contract Administrator

*[Option 1]* approves the Contractor's request to remove the following Plant, Equipment and Work:

*[OR]*

*[Option 2]* rejects the Contractor’s request to remove the following Plant, Equipment and Work:

*[Insert details of Plant, Equipment and Work the subject of approval and/or rejection]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE REGARDING THE ENVIRONMENT (MCC-1)**

**Clause 8.26(a)(iv)**

In accordance with clause 8.26(a)(iv) of the Contract, the Contractor notifies the Contract Administrator of

*[Option 1]* a non-compliance with the requirements of clause 8.26 of the Contract, being *[insert details of non-compliance]*.

*[OR]*

*[Option 2]* a breach of a Statutory Requirement for the protection of the Environment, being *[insert details of breach]*.

*[OR]*

*[Option 3]* an Environmental Incident, being *[insert details of incident]*.

*[OR]*

*[Option 4]* receipt by the Contractor of a *[notice/order/communication]* received from *[insert name of authority]* for the protection of the Environment stating *[insert details of notice/order/communication]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS (MCC-1)**

**Clause 8.28(b)**

In accordance with clause 8.28(b) of the Contract, the Contractor notifies the Contract Administrator and the Commonwealth that the following valuable, archaeological or special interest item(s) *[has/have]* been found on or in the Site:

**Location of item:**

*[Insert location where item/s found and any current location if item moved]*.

**Description of item:**

*[Insert description of the item/s found and any other details which may be relevant to the Contract Administrator’s determination of what the appropriate course of action should be]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***The Contractor is required to immediately notify the Contract Administrator and the Commonwealth upon discovery of a valuable, archaeological or special interest item(s) on or in the Site and is required to protect the item(s) and not disturb it/them further until such time as the nature of the item has been competently determined.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION AS TO VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS (MCC-1)**

**Clause 8.28(c)**

The Contract Administrator refers to the Contractor’s notice of a valuable, archaeological or special interest item(s) found on or in the Site dated *[insert date]*.

In accordance with clause 8.28(c) of the Contract, the Contract Administrator instructs the Contractor to adopt the following course in relation to the following valuable, archaeological or special interest item(s) found on or in the Site insofar as the Contractor’s Activities are affected by the finding of the item:

*[Insert details of item/s found and course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator must provide this notice to the Contractor within 14 days of receiving a notice from the Contractor under clause 8.28(b)(i) of the Contract.***

***When instructing the Contractor as to the course that is to be adopted in respect of any valuable, archaeological or special interest item(s), the Contract Administrator should bear in mind that the Contractor will be entitled to have the Contractor’s Work Fee (Delivery) increased by the extra costs reasonably incurred by the Contractor which arise directly from the finding of the item and the Contract Administrator’s instruction under this notice. Accordingly, the Contract Administrator should carefully consider the cost implications of this notice.]***

To: *[Insert name of Contract Administrator]* *OR [Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO CHANGE ACCESS HOURS (MCC-1)**

**Clause 8.30**

The *[Contractor/Contract Administrator]* requests that for the period starting *[insert start date]* and ending *[insert end date]* the access hours applicable to the Contractor’s Activities to be carried out on Site be as follows:

*[Insert start and finish times, and further details of location on Site where different access hours are required (if relevant)]*.

*[Signature]*

*[Contractor/Contract Administrator]*

*[Insert date]*

To: *[Insert name of Contract Administrator] OR [Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO CHANGE ACCESS HOURS (MCC-1)**

**Clause 8.30**

The *[Contractor/Contract Administrator]* refers to the *[Contract Administrator’s/Contractor’s]* notice dated *[insert date of notice requesting change to access hours]* requesting that the access hours applicable to the Contractor’s Activities on Site be changed to:

*[Insert start and finish times, and commencement and finish dates]*.

The *[Contractor/Contract Administrator]* *[agrees to/does not agree to]* this request.

*[Signature]*

*[Contractor/Contract Administrator]*

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR APPROVAL OF LOCATION, LAYOUT AND CONTENT OF PROJECT SIGNBOARDS
(MCC-1)**

**Clause 8.33(b)**

In accordance with clause 8.33(b) of the Contract, the Contractor requests that the Contract Administrator approve the location, layout and content for the project signboards as follows:

*[Insert description of location, layout and content and attach proposed location, layout and content if necessary]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to the Contractor:***

***The Contractor must provide the information set out in this notice to the Contract Administrator within 14 days of the commencement of the Contractor’s Activities on Site during the Delivery Phase.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR APPROVAL OF LOCATION, LAYOUT AND CONTENT OF PROJECT SIGNBOARDS (MCC-1)**

**Clause 8.33(b)**

The Contract Administrator refers to the Contractor’s request dated *[insert date of request]* for approval of the location, layout and content of project signboards set out in that request.

The location, layout and content of project signboards is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* approved, subject to the following changes being made *[insert changes directed by the Contract Administrator to location, layout and content of project signboards]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contractor] [OR] [the Commonwealth]* and *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF A PANDEMIC ADJUSTMENT EVENT (MCC-1)**

**Clause 8.35(a)**

In accordance with clause 8.35(a) of the Contract, the *[Contractor [OR] Commonwealth]* notifies the Contract Administrator and the *[Contractor [OR] Commonwealth]* that it considers that a Pandemic Adjustment Event has occurred. The *[Contractor [OR] Commonwealth]* provides the following details in respect of the Pandemic Adjustment Event:

*[Insert detailed particulars of:*

* 1. *a change in Statutory Requirements (including a change in border requirements or quarantine requirements);*
	2. *during the Delivery Phase only:*
		1. *a change in:*
			1. *the availability of local labour required for the Works; or*
			2. *the ability to transport unfixed goods and materials to the Site where such unfixed goods and materials are located outside of the State or Territory in which the Site is located; or*
		2. *closure (or reopening) of a Subcontractor's factory, or any other location where subcontracted activities are being carried out, in respect of the supply of goods or materials required for the Works; or*
	3. *such other events as may be specified in the Contract Particulars*
	4. *such other details or information as the Contract Administrator may require,*

*in each case which impacts the performance or progress of the Contractor's Activities at the Site.]*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor/Commonwealth:***

***Delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO NOTICE OF PANDEMIC ADJUSTMENT EVENT (MCC-1)**

**Clause 8.35(b) *[and (c)]***

The Contract Administrator refers to the *[Contractor's [OR] Commonwealth's]* notice under clause 8.35(a) dated *[insert date of notice]* in which it notified the Contract Administrator and the *[Contractor [OR] Commonwealth]* that it considered that a Pandemic Adjustment Event had occurred.

The Contract Administrator has determined that a Pandemic Adjustment Event

*[Option 1]* has occurred.

*[AND]*

*[Option 2]* In accordance with clause 8.35(c), the Contractor is instructed to adopt the following course insofar as the Contractor's Activities are affected by the Pandemic Adjustment Event.

*[Insert description of course to be adopted]*.

The Contractor must comply with any further directions of the Contract Administrator in respect of the Pandemic Adjustment Event.

*[OR]*

*[Option 3]* has not occurred.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.***

***The Contract Administrator must give this notice within 14 days of receiving a notice from the Contractor under clause 8.35(a).***

***The Contract Administrator should note that it is under no obligation to instruct the Contractor as to the course it is to adopt under clause 8.35(c). Any instruction from the Contract Administrator under clause 8.35(c) may include an instruction to prepare (and thereafter comply with) a plan satisfactory to the Contract Administrator specifying the steps that the Contractor will implement to avoid, mitigate, resolve and otherwise manage the effects of the Pandemic on the Contractor's Activities and the Works. If the Contract Administrator determines that a Pandemic Adjustment Event has occurred, the Contractor will be entitled to have the Contractor’s Work Fee (Planning) or the Contractor’s Work Fee (Delivery) (as the case may be) increased by the extra costs reasonably incurred by the Contractor:***

***(a) after the giving of the notice under clause 8.35(a) which arise directly from the Pandemic Adjustment Event or any instruction of the Contract Administrator under clause 8.35(c), as determined by the Contract Administrator; and***

***(b) to the extent such costs were exclusively incurred for the purposes of performing the Contractor’s Work (Planning) or the Contractor’s Work (Delivery) (as the case may be).***

***The Contract Administrator should have regard to clause 8.35(e) - (g) with respect to determining any reduction to the Contractor's entitlement to an adjustment to the Contractor's Work Fee (Planning) or Contractor's Work Fee (Delivery) and also any adjustment to the Milestone Fee Payment Schedule.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**PROJECT PLANS (MCC-1)**

**Clause 9.2(a)(ii)*[A/C]***

In accordance with clause 9.2(a)(ii)*[A/C]* of the Contract, the Contractor *[submits/resubmits]* the attached *[Project Plan(s)/amended Project Plan(s)]* for review by the Contract Administrator:

*[Insert details of attached Project Plans]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contractor must submit/resubmit Project Plans until such plans have been reviewed and not rejected by the Contract Administrator within the time specified in the Contract Particulars.]***

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF PROJECT PLANS (MCC-1)**

**Clause 9.2(a)(ii)*[A/C]***

The Contract Administrator refers to the following Project Plan(s) *[submitted/resubmitted]* by the Contractor on *[insert date]*:

*[Insert description of submitted/resubmitted Project Plan(s)]*.

In accordance with clause 9.2(a)(ii)*[A/C]* of the Contract, the *[submitted/resubmitted]* Project Plan(s) *[is/are]* rejected in the following aspects, and amended Project Plan(s) must be submitted:

*[Insert description of the aspects of the Project Plan(s) which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Contract Administrator to refer to clause 9.2(a)(ii) of the Contract for guidance as to required content of Project Plans. Under clause 9.2(a)(ii)D of the Contract, the Contractor is to finalise each Project Plan so as to ensure that there is no delay or disruption to the Contractor’s Activities and in any event in accordance with the requirements of the Contract to the satisfaction of the Contract Administrator.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**DIRECTION TO CARRY OUT INSPECTIONS AND TESTS (MCC-1)**

**Clause 9.4**

In accordance with clause 9.4 of the Contract, the Contract Administrator directs the Contractor to carry out the following inspections and tests by *[insert date for completion of inspections and tests]*.

**Inspections and tests:**

*[Insert details]*.

**Procedure to employ in carrying out inspections and tests:**

*[Insert particular procedure specified in the Contract (this includes all documents which form part of the Contract) or, if no procedure is specified in the Contract, the Contract Administrator should insert reasonable directions to the Contractor as to the procedure to be employed]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***If the Contract Administrator directs the Contractor to carry out an inspection or test which is not otherwise required by the Contract or does not relate to a Defect in respect of which the Contract Administrator gave an instruction under clause 9.6 of the Contract, and the results of the inspection or test show that the work is in accordance with the Contract, the Contractor will be entitled to have the Contractor's Work Fee (Delivery) increased by the extra costs reasonably incurred by the Contractor which arise directly from Contract Administrator's inspection or test, as determined by the Contract Administrator in accordance with clause 11.3(a)(iii)B or C.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION REGARDING DEFECTS (MCC-1)**

**Clause 9.6**

The Contract Administrator has discovered or believes the following Defect to exist:

*[Insert description of Defect]*.

In accordance with clause 9.6 of the Contract, the Contract Administrator instructs the Contractor that

*[Option 1]* it must correct *[the Defect/the following part of the Defect]* within the following period of time:

 *[Insert description of part of Defect (if relevant) and time for correction]*.

*[OR]*

*[Option 2]* it must carry out the following Variation to overcome the *[Defect/ following part of the Defect]* within the following period of time:

 *[Insert description of Variation, part of Defect (if relevant) and time for carrying out Variation]*.

*[OR]*

*[Option 3]* despite the Defect, the Commonwealth will accept *[the work/the following part of the work]*:

 *[Insert description of work or part of work (if relevant)]*.

The above does not affect the Contractor’s liability, or the Commonwealth’s rights, under the Contract or otherwise.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contact Administrator:***

***Delete the Options which are inapplicable. Note that if the Contract Administrator selects Option 1 or 2 and the Contractor is responsible for the Defect (or the relevant part), the Defects Liability Period may be extended under clause 9.11 of the Contract. Note also the potential cost implications of issuing a notice under this clause – see clauses 9.8 and 9.9.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**CLAIM FOR ADJUSTMENT OF CONTRACTOR’S WORK FEE (DELIVERY) DUE TO DELAY (MCC-1)**

**Clause 10.5(a) / 10.5(b)**

In accordance with clause 10.5(a) of the Contract, the Contractor notifies the Contract Administrator that the Contractor considers it is entitled to an adjustment to the Contractor’s Work Fee (Delivery) because it has been delayed in carrying out the Contractor's Activities in the manner set out in:

*[Option 1]* clause 10.4(b)(i). *[Insert detailed particulars of the delay and the occurrence causing the delay, including:*

1. *specify that the Contractor has been delayed after the Date for Delivery Phase Approval and prior to the Target Date for the Works or the relevant Stage (and describe the relevant Stage);*
2. *identify the relevant Act of Prevention to which the claim relates;*
3. *describe how the Contractor has been delayed, or is likely to be delayed, in achieving Completion of the Works or the Stage by the relevant Act of Prevention; and*
4. *describe how the cause of the delay to the Contractor's Activities was beyond the reasonable control of the Contractor.]*

*[OR]*

*[Option 2]* clause 10.4(b)(ii). *[Insert detailed particulars of the delay and the occurrence causing the delay, including:*

1. *specify that the Contractor has been delayed after the Target Date for the Works or a Stage (and describe the relevant Stage);*
2. *identify the relevant Act of Prevention to which the claim relates;*
3. *describe how the Contractor has been delayed, or is likely to be delayed, in achieving Completion of the Works or the Stage by the relevant Act of Prevention; and*
4. *describe how the cause of the delay to the Contractor's Activities was beyond the reasonable control of the Contractor.]*

The proposed adjustment to the Contractor's Work Fee (Delivery) is$*[insert amount].* The basis for calculating this amount is *[insert details of basis for calculating proposed adjustment].*

The Contractor provides the following evidence to demonstrate that it *[has been / is likely to be]* delayed in achieving Completion in the manner set out in:

*[Option 3]* clause 10.4(b)(i) *[attach evidence]*.

 *[OR]*

*[Option 4]*  clause 10.4(b)(ii) *[attach evidence]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instruction to Contractor:***

***If the delay to the carrying out of the Contractor's Activities continues beyond 28 days from the commencement of the relevant delay, and the Contractor wishes to claim an adjustment to the Contractor's Work Fee (Delivery) in respect of any further period, the Contractor must submit a further written claim to the Contract Administrator:***

***(i) every 28 days after the last date for submitting the first written claim, provided however that the final written claim must be submitted not later than 7 days after the end of the delay to the carrying out of the Contractor's Activities; and***

***(ii) containing the information required by clause 10.5(a).]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION TO SUSPEND (MCC-1)**

**Clause 10.8(a)(i)**

In accordance with clause 10.8(a)(i) of the Contract, the Contract Administrator instructs the Contractor to suspend as of *[insert date and time or state ‘as of immediate effect’]* the carrying out of

*[Option 1]* all of the Contractor’s Activities.

*[OR]*

*[Option 2]* the following part(s) of the Contractor’s Activities:

 *[Insert description of which part(s) of the Contractor’s Activities are to be suspended (if relevant)]*.

The Contractor will be notified in accordance with clause 10.8(a)(i) of the Contract if it is to re-commence the Contractor’s Activities described above.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. See clause 10.8(b) - (e) of the Contract for implications as to costs.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION TO RE-COMMENCE FOLLOWING SUSPENSION (MCC-1)**

**Clause 10.8(a)(i)**

The Contract Administrator refers to its notice of suspension dated *[insert date of notice to suspend]*.

In accordance with clause 10.8(a)(i) of the Contract, the Contractor is instructed to re-commence the carrying out of

*[Option 1]* all of the Contractor’s Activities.

*[OR]*

*[Option 2]* the following part(s) of the Contractor’s Activities:

 *[Insert description of which part(s) of the Contractor’s Activities are to be re-commenced (if relevant)]*.

on *[insert date and time or state ‘as of immediate effect’]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. See clause 10.8(b) - (e) of the Contract for implications as to costs.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF PROPOSED EXTENSION OF TIME IN RELATION TO AN APPROVED SUBCONTRACT AGREEMENT (MCC-1)**

**Clause 10.9(b)**

In accordance with clause 10.9(b) of the Contract, the Contractor notifies the Contract Administrator that it intends to approve or unilaterally grant an extension of time in relation to the following Approved Subcontract Agreement:

*[Insert details of Approved Subcontract Agreement]*.

The Subcontractor is entitled to such an extension of time on the basis that:

*[Insert reasons as to why the Subcontractor is entitled to such an extension of time under the terms of the Approved Subcontract Agreement]*.

The number of days for which the proposed extension of time is to be approved or granted is *[insert number of days]*. The basis for calculating this period is as follows:

*[Insert the basis for calculating the extension of time]*.

The Contractor requests the written approval of the Contract Administrator to this extension of time to the relevant Approved Subcontract Agreement.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**DETERMINATION OF EXTENSION OF TIME IN APPROVED SUBCONTRACT AGREEMENT (MCC-1)**

**Clause 10.9(c)**

The Contract Administrator refers to the Contractor’s notice dated *[insert date]* setting out the Contractor’s proposal to approve or unilaterally grant an extension of time in relation to the following Approved Subcontract Agreement *[insert description of Approved Subcontract Agreement]*.

In accordance with clause 10.9(c) of the Contract, the proposed extension of time is

*[Option 1]* approved.

*[OR]*

*[Option 2]* approved but only to the extent of *[insert number of days approved]*.

*[OR]*

*[Option 3]* rejected.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**VARIATION PRICE REQUEST (MCC-1)**

**Clause 11.1**

In accordance with clause 11.1 of the Contract, the Contract Administrator notifies the Contractor that the Commonwealth is considering the following Variation:

*[Insert details of proposed Variation]*.

The Contractor must provide the Contract Administrator with a written notice which sets out:

(a) the adjustment (if any) to

*[Option 1 – in the case of a proposed Planning Phase Strategic Works Variation or Planning Phase Design Continuation Variation]* the Contractor’s Work Fee (Planning) to carry out the proposed Variation *[; and]*

*[AND/OR]*

*[Option 2 – in any other case, and if applicable in accordance with clause 11.3]* the Contractor’s Work Fee (Delivery) and the Management Fee (subject to clause 11.10) to carry out the proposed Variation; and

(b) the effect (if any) that the carrying out of the proposed Variation will have on:

(i) the Reimbursable Costs;

(ii) if clause 11.3(c)(i) applies, the Contractor’s Work Fee (Delivery) set out in the Delivery Phase Fee Proposal;

(iii) if clause 11.3(c)(ii) applies, the Management Fee set out in the Delivery Phase Fee Proposal; and

(iv) the then current relevant program, including the achievement of the Planning Phase Milestone Dates and each Target Date.

within *[21 days]* of the receipt of this Variation Price Request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. The Contract Administrator may specify a longer period than 21 days for the Contractor to respond to the Variation Price Request (for example, due to the complexity of the Variation Price Request / the information to be provided by the Contractor)]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO VARIATION PRICE REQUEST (MCC-1)**

**Clause 11.1**

The Contractor refers to the Contract Administrator’s Variation Price Request dated *[insert date of Variation Price Request]*.

The adjustment (if any) to the

*[Option 1 – in the case of a proposed Planning Phase Strategic Works Variation of Planning Phase Design Continuation Variation]* Contractor’s Work Fee (Planning) to carry out the proposed Variation is *[insert adjustment] [; and/.].*

*[AND / OR]*

*[Option 2 – in any other case, and if applicable in accordance with clause 11.3]* Contractor’s Work Fee (Delivery) to carry out the proposed Variation is *[insert adjustment]* and the Management Fee (subject to clause 11.10) to carry out the proposed Variation is *[insert adjustment]*.

The effect (if any) the proposed Variation will have on:

(a) the Reimbursable Costs is *[insert details of the effect the proposed Variation will have on the Reimbursable Costs]*;

(b) the Contractor’s Work Fee (Delivery) set out in the Delivery Phase Fee Proposal is *[insert amount]*;

(c) the Management Fee set out in the Delivery Phase Fee Proposal is *[insert amount]*; and

(d) the current program is *[insert details of the effect which the proposed Variation will have on the current program (including the Planning Phase Milestone Dates and each Target Date)]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable. The Contractor is required to provide its response to any Variation Price Request issued by the Contract Administrator within 21 days (or such longer period as may be agreed by the Contract Administrator).]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**VARIATION ORDER (MCC-1)**

**Clause 11.2**

In accordance with clause 11.2 of the Contract, the Contractor is instructed to proceed with

*[Option 1]* the Variation specified in the Variation Price Request dated *[insert date of Variation Price Request]*.

*[OR]*

*[Option 2]* the following Variation: *[insert description of the Variation]*.

*[AND]*

*[Option 3]* The proposed adjustments to the amounts payable under the Contract set out in the Contractor’s notice dated *[insert date of Contractor’s Response to Variation Price Request]* are agreed and will be made.

*[OR]*

*[Option 4]* Any adjustment to the amounts payable under the Contract will be determined under clause 11.3 of the Contract.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable. Option 3 will only apply if Option 1 applies (i.e. if a Variation Price Request has been issued)]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR VARIATION BY CONTRACTOR (MCC-1)**

**Clause 11.6**

In accordance with clause 11.6 of the Contract, the Contractor requests the Contract Administrator to direct the following Variation:

*[Insert a description of the Variation and include:*

*(a) the additional or reduced costs or time involved in the Variation (including all Reimbursable Costs) and any proposal for sharing any savings in costs with the Commonwealth including the amount;*

*(b) any benefits which will flow to the Commonwealth from the Variation; and*

*(c) the effect which the Variation will have upon the future cost of operating and maintaining the Works].*

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**DETERMINATION OF CONTRACTOR VARIATION REQUEST (MCC-1)**

**Clause 11.7**

The Contract Administrator refers to the Contractor’s request for the Contract Administrator to direct a Variation dated *[insert date of Contractor’s request for Variation]*.

*[Option 1]* In accordance with clause 11.7(a)(i) of the Contract, the Contract Administrator rejects the Contractor’s request for a Variation.

*[OR]*

*[Option 2]* In accordance with clause 11.7(a)(ii) of the Contract, the Contract Administrator approves the Contractor’s request for a Variation unconditionally.

*[OR]*

*[Option 3]* In accordance with clause 11.7(a)(ii) of the Contract, the Contract Administrator approves the Contractor’s request for a Variation on the following conditions:

 *[Insert any conditions of approval]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. In accordance with clause 11.8, if the Contractor's request offered to share savings in cost with the Commonwealth, the amounts payable under the Contract (or the methods of determining them) will be reduced by or adjusted in accordance with the Contractor's offer]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR DOCUMENTATION OR INFORMATION (MCC-1)**

**Clause 12.2(f)(ii)**

In accordance with clause 12.2(f)(ii) of the Contract, the Contract Administrator notifies the Contractor that the following information or documentation is required to be set out or attached to

*[Option 1]* payment claim *[insert reference]*:

*[OR]*

*[Option 2]* all payment claims:

*[Insert details of documentation or information required]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR CONSENT TO DIVULGE INFORMATION IN RELATION TO A SECURITY OF PAYMENT LEGISLATION ADJUDICATION APPLICATION (MCC‑1)**

**Clause 12.18(e)**

In accordance with clause 12.18(e) of the Contract, the Contractor requests the Commonwealth’s consent to

*[Option 1]* divulge

*[OR]*

*[Option 2]* permit its *[servants/subcontractors/agents]* to divulge

to [*insert name of person to whom information is to be divulged]* *[a communication / a submission / a statement / evidence / information]* used or relied upon by the Commonwealth, being:

*[Insert details of communication/submission/statement/evidence/information as applicable]*

or details thereof. This *[communication/submission/statement/evidence/information]* relates to the following adjudication application:

*[Insert details of adjudication application including the applicable Security of Payment Legislation]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable. Refer to clause 12.18(e)(i) to (iv) of the Contract for further detail as to the Contractor’s obligations and the Commonwealth’s rights in relation to such information.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR CONSENT TO DIVULGE INFORMATION IN RELATION TO A SECURITY OF PAYMENT LEGISLATION ADJUDICATION APPLICATION (MCC‑1)**

**Clause 12.18(e)**

The Commonwealth refers to the Contractor's request dated *[insert date of request]* in relation to the divulging of information relating to an adjudication application made under the relevant Security of Payment Legislation.

The Commonwealth

*[Option 1]* consents.

[OR]

*[Option 2]* consents, on the following conditions:

 *[insert conditions].*

*[OR]*

*[Option 3]* does not consent.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF ANTICIPATED COMPLETION (MCC-1)**

**Clause 13.1(b)**

In accordance with clause 13.1(b) of the Contract, the Contractor notifies the Contract Administrator that it anticipates achieving Completion of the

*[Option 1]* Works within *[28/14]* days.

*[OR]*

*[Option 2]* following Stage within *[28/14]* days:

 *[Insert description of Stage]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable. The Contractor must give the Contract Administrator written notice 28 days, and then again 14 days, before it anticipates achieving Completion of the Works or a Stage.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF COMPLETION (MCC-1)**

**Clause 13.2(b)(i)**

In accordance with clause 13.2(b)(i) of the Contract, the Contract Administrator notifies the Contractor and Commonwealth that it is satisfied that Completion of the *[Works/Stage (insert description of Stage)]* was achieved on *[insert date]*.

*[Option 1]* For the purposes of clause 13.2(b)(i)B of the Contract, the following list of minor Defects is provided:

 *[Insert minor Defects of the type described in paragraph (a) of the definition of “Completion” in clause 1.1 of the Contract]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Use Option 1 where there are minor Defects and complete additional details if selected. If there are no minor Defects, delete Option 1.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE ADVISING THAT COMPLETION HAS NOT BEEN ACHIEVED (MCC-1)**

**Clause 13.2(b)(ii)**

In accordance with clause 13.2(b)(ii) of the Contract, the Contract Administrator notifies the Contractor and the Commonwealth that it is not satisfied that Completion has been achieved of the *[Works/Stage (insert description of Stage)]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**FURTHER NOTICE OF COMPLETION (MCC-1)**

**Clause 13.2(d)**

The Contractor refers to the Contract Administrator’s notice dated *[insert date]* rejecting the Contractor’s notice of Completion dated *[insert date]*.

In accordance with clause 13.2(d) of the Contract, the Contractor further notifies the Contract Administrator that it considers it achieved Completion of the

*[Option 1]* Works on *[insert date]*.

*[OR]*

*[Option 2]* following Stage on *[insert date]*:

 *[Insert description of Stage]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF INTENTION TO OCCUPY, USE, OPERATE OR MAINTAIN PART OF THE WORKS OR A STAGE (MCC-1)**

**Clause 13.5(a)**

In accordance with clause 13.5(a) of the Contract, the Contract Administrator notifies the Contractor that the Commonwealth intends to occupy, use, operate or maintain (or arrange for Other Contractors to occupy, use, operate or maintain) the part(s) of the *[Works / Stage]* specified below:

*[Insert description of the part(s) of the Works/Stage (insert description of Stage) to be occupied, used, operated or maintained. Provide details of occupation, use, operation or maintenance, e.g. time]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to both parties:***

***This notice does not limit or affect the obligations of the Contractor under the Contract.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF NEW STAGE (MCC-1)**

**Clause 13.5(c)**

In accordance with clause 13.5(c) of the Contract, the Contract Administrator notifies the Contractor that the following part of

*[Option 1]* the Works

*[OR]*

*[Option 2]* the Stage *[insert description of Stage]*

is to be a new Stage *[insert new Stage number and name]* notwithstanding the whole of the *[Works/Stage]* has not reached Completion:

*[Insert description of the part(s) of the Works/Stage (insert description of Stage) which is to form the new Stage]*.

The Target Date for the new Stage described in this notice is *[insert date]*.

This notice does not limit or affect the Contractor's obligations under the Contract, including the obligation of the Contractor to use its best endeavours to achieve Completion of the Works or each Stage by the relevant Target Date.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***This notice may be issued at any time during the Delivery Phase. Delete the Option which is inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF VARIATION (MCC-1)**

**Clause 16.1(a)**

The Contractor refers to the Contract Administrator’s direction dated *[insert date direction communicated to Contractor]* concerning *[insert details of direction]*.

In accordance with clause 16.1(a) of the Contract, the Contractor notifies the Contract Administrator that it considers the direction constitutes or involves a Variation.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be issued within 7 days of the Contractor receiving the direction and before the Contractor commences work on the subject matter of the direction. The Contractor must continue to carry out the Contractor’s Activities and the Works in accordance with the Contract and all directions of the Contract Administrator, including any direction in respect of which notice has been given under clause 16.1 of the Contract, as required by clause 16.1(c) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**CLAIM FOR VARIATION (MCC-1)**

**Clause 16.1(b)**

The Contractor refers to its notice of Variation dated *[insert date]* concerning the Contract Administrator’s direction dated *[insert date of direction]*.

In accordance with clause 16.1(b) of the Contract, the Contractor makes the following Claim:

*[The Claim must include the following:*

*(a) detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*

*(b) the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*

*(c) the facts relied upon in support of the Claim in sufficient detail to permit verification; and*

*(d) details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be served within 21 days after giving the earlier notice under clause 16.1(a) of the Contract that the Contractor considers a direction constitutes or involves a Variation. The Contractor must continue to carry out the Contractor’s Activities and the Works in accordance with the Contract and*** ***all directions of the Contract Administrator, including any direction in respect of which a notice has been given under clause 16.1 of the Contract, as required by clause 16.1(c) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**INITIAL NOTICE OF CLAIM (MCC-1)**

**Clauses 16.2 and 16.3(a)**

In accordance with clauses 16.2 and 16.3(a) of the Contract, the Contractor notifies the Contract Administrator that it proposes to make a Claim against the Commonwealth.

The Claim will be based upon the following:

*[Insert description of the relevant direction or other fact, matter or thing upon which the Claim will be based]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be served within 21 days of the first occurrence of the direction or other fact, matter or thing upon which the Claim is based.***

***This notice must not be used for Claims for:***

***(a) an adjustment to the Contractor's Work Fee (Delivery) under clause 10.5;***

***(b) payment under clause 12.2 of the Contract of any component of the original Contract Price specified in the Contract Particulars; or***

***(c) a Variation instructed in accordance with clause 11.2 of the Contract or to which clause 16.1 of the Contract applies.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF CLAIM (MCC-1)**

**Clauses 16.2 and 16.3(b)**

The Contractor refers to its initial notice dated *[insert date]* giving notice to the Contract Administrator that the Contractor proposes to make a Claim against the Commonwealth based on *[insert description of relevant direction or other fact, matter or thing]*.

In accordance with clauses 16.2 and 16.3(b) of the Contract, the Contractor makes the following Claim:

*[The Claim must include the following:*

*(a) detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*

*(b) the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*

*(c) the facts relied upon in support of the Claim in sufficient detail to permit verification; and*

*(d) details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be served within 21 days of giving the initial written notice under clause 16.3(a) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF CONTINUING EVENTS (MCC-1)**

**Clause 16.4**

The Contractor refers to its Claim dated *[insert date]* based on *[insert description of relevant direction or other fact, matter or thing]*.

*[Option 1]* The *[direction/fact/matter/thing]* upon which the Claim is based is continuing.

*[OR]*

*[Option 2]* The consequences of the *[direction/fact/matter/thing]* are continuing.

In accordance with clause 16.4 of the Contract, the Contractor gives the following information as required by clause 16.3(b):

*[The information must include the following:*

*(a) detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*

*(b) the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*

*(c) the facts relied upon in support of the Claim in sufficient detail to permit verification; and*

*(d) details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***The Contractor must issue this notice every 28 days after a written Claim under clause 16.1(b) or 16.3(b) of the Contract (as the case may be) was submitted until after the direction or fact, matter or thing upon which the Claim is based has, or the consequences thereof have, ceased.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF BREACH OF PRIVACY PRINCIPLES (MCC-1)**

**Clause 18.5(c)**

Pursuant to clause 18.5(c) of the Contract, the Contractor notifies the Commonwealth that it has

*[Option 1]* become aware that a breach of the obligations set out in clause 18.5(a) of the Contract has been committed by the *[Contractor/a subcontractor (including a Subcontractor)] [insert details of the subcontractor (including Subcontractor), if applicable]*.

*[OR]*

*[Option 2]* become aware that a subcontractor has breached its obligations under a subcontract, as contemplated by clause 18.5(a)(xi) of the Contract. The relevant subcontractor (including Subcontractor) is *[insert details of subcontractor (including Subcontractor)]*.

*[OR]*

*[Option 3]* become aware that a disclosure of Personal Information (as defined in the Contract) may be required by law *[insert details of relevant law and information which may have to be disclosed]*.

*[OR]*

*[Option 4]* *[been approached by/been contacted by] OR [become aware that a subcontractor has been [approached/contacted] by]*:

*[AND]*

*[Option 4a]* the Federal Privacy Commissioner.

*[OR]*

*[Option 4b]* a person claiming that their privacy has been interfered with.

*[Signature]*

Contractor

*[insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable. Options 4a and 4b are only applicable if Option 4 is chosen.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO *[FURNISH INFORMATION/ISSUE DOCUMENT OR OTHER WRITTEN OR PRINTED MATERIAL]* (MCC-1)**

**Clause 18.10(a)**

Pursuant to clause 18.10 of the Contract, the Contractor requests the Contract Administrator’s approval to *[furnish the following information/issue the following document or other written or printed material]* for publication in the media:

*[Insert details]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Clause 18.10 does not limit clause 20 (Information Security).]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO *[FURNISH INFORMATION/ISSUE DOCUMENT OR OTHER WRITTEN OR PRINTED MATERIAL]* (MCC-1)**

**Clause 18.10(a)**

The Contract Administrator refers to the Contractor’s request to *[furnish information/issue document or other written or printed material]* for publication in the media dated *[insert date of Contractor’s request]*.

In accordance with clause 18.10(a) of the Contract, the Contract Administrator

*[Option 1]* approves the Contractor’s request.

*[OR]*

*[Option 2]* rejects the Contractor’s request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.***

***Clause 18.10 does not limit clause 20 (Information Security).]***