Annexure B to Supplementary Conditions of Contract – C7554.2

Delegations of functions of the Principal and the Consultant

Prequalified Consultants for Engineering Projects

August 2020

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# Notes

1. This document has been prepared from the Principal’s perspective.
2. The “Principal row” highlights the Principal functions (both stated and implied) that will not or will be delegated to the various delegates.
3. The “Consultant row” may be completed by the Consultant to indicate the relevant persons / positions in the Consultant organisation that the Principal expects to deal with for the nominated functions. The Consultant row is also relevant for the Principal to ensure that the function is being carried out by the Consultant.
4. Where Principal functions (including implied functions) are not delegated, a Principal’s Delegate may be required to assemble relevant documents for execution by the Principal. Specifically, where a non-delegated Principal function involves a payment to the Consultant, the Principal’s Delegate will be required to prepare the documents (using appropriate forms) that set out the amounts to be paid.
5. Where there is a conflict between the Function and the relevant “Conditions” clause, the “Conditions” clause shall apply.
6. Principal’s Delegates will be referred to as P’sD or P’sD1, P’sD2, and so on, if more than one.
7. Consultant’s Delegates will be referred to as C’sD or C’sD1, C’sD2, and so on, if more than one.
8. Delegation Table as follows:

|  |  |
| --- | --- |
| **Delegation / Function Description** | **Name / Position of Delegated Person** |
| Principal  P’sD1  P’sD2  P’sD3 |  |
| Principal  First Stage Referral  Second Stage Referral |  |
| Consultant  C’sD1  C’sD2 |  |
| Consultant  Project Reviewer(s)  Engineering Drawing Certifier(s) |  |
| Consultant  First Stage Referral  Second Stage Referral |  |
| Other  Independent Expert / Adjudicator |  |

# Delegations for General Conditions of Offer – Consultants for Engineering Projects (C7542 – August 2020)

| Clause by Clause Basis | | |
| --- | --- | --- |
| Clause Number | Function | Extent of Delegation |
| **4** | **General Rules** | |
| Principal | * Deal with requests for disclosure of contents of an Offer (4.4) * Consider or decline to consider Offers (4.5) * Clarify with Offerors (4.5) * Change conditions of contract / brief, and so on (4.5) * Decline to accept the lowest or any Offer (4.6) * Withdraw Invitation for Offer from all or any invitee (4.7)   All other Principal functions described under Clause 4 | Delegated to P'sD1 |
| Offeror / Consultant | * Negotiate with Principal on its offer documents (4.5)   All other functions under Clause 4 involving the Consultant | Delegated to C'sD1 |
| **5** | **Contents of the Offer** | |
| Principal | * Confirm that Offer complies with Basic Offer Rules (5.1)   All other Principal functions in Clause 5 | Delegated to P'sD1 |
| Offeror / Consultant | * Ensure Offer in accordance with Basic Offer Rules (5.1) * Ensure Schedules included (5.3)   All other Consultant functions under Clause 5 | Delegated to C'sD1 |
| **6** | **Notice to Offerors** | |
| Principal | * Prepare and issue Notices to Offerors (6.1, 6.2)   All other Principal functions in Clause 6 | Delegated to P'sD1 |
| Offeror / Consultant | * Ensure Offer endorsed to indicate Notices to Offerors that have been received (6.4)   All other Consultant functions under Clause 6 | Delegated to C'sD1 |
| **7** | **Offer Validity Period** | |
| Principal | * Deal with withdrawal of Offers (7.1) * Negotiate extension of period that Offers remain open for acceptance (7.2)   All other Principal functions in Clause 7 | Delegated to P'sD1 |
| Offeror / Consultant | * Give notice of withdrawal of Offer (7.1) * Negotiate extension of period that Offers remain open for acceptance (7.2) * Affirm altered Offer (7.3)   All other Consultant functions under Clause 7 | Delegated to C'sD1 |
| **8** | **Lodgement of Offers** | |
| Principal | * Manage receipt of Offers including identifying late Offers (8.2) * Advise names of persons issued with Offer Documents (Public Invitation only) (8.4)   All other Principal functions in Clause 8 | Delegated to P'sD1 |
| Offeror / Consultant | * Ensure completed Offers delivered to nominated location on time in required form (8.1)   All other Consultant functions under Clause 8 | Delegated to C'sD1 |
| **9** | **Opening of Offers** | |
| Principal | * Opens Offers (9.1) * Advise unsuccessful Offeror of name of successful Offeror (9.2) * Initiate discussions, if applicable with one or more Offerors, including alterations (9.4)   All other Principal functions in Clause 9 | Delegated to P'sD1 |
| Offeror / Consultant | * Be present at any discussions with Principal and confirm any alterations in writing (9.4)   All other Consultant functions under Clause 9 | Delegated to C'sD1 |
| **10** | **Non Conforming, Conditional and Alternative Offers** | |
| Principal | * Identify and manage Non Conforming Offers including reference to Offeror for explanation (10.1) * Identify and manage unacceptable conditions etc including giving Offeror an opportunity to withdraw conditions, and so on (10.2) * Identify and manage Alternatives Offers (10.3)   All other Principal functions in Clause 10 | Delegated to P'sD1 |
| Offeror / Consultant | * Consider non-conformances identified by Principal (10.1) * Consider unacceptable conditions etc identified by Principal (10.2)   All other Consultant functions under Clause 10 | Delegated to C'sD1 |
| **11** | **Discrepancies and Errors in the Offer** | |
| Principal | * Manage receipt of notification of discrepancies, errors, and so on from Offerors (11)   All other Principal functions in Clause 11 | Delegated to P'sD1 |
| Offeror / Consultant | * Notify Principal immediately when aware of any discrepancies, errors in Offer (11)   All other Consultant functions under Clause 11 | Delegated to C'sD1 |
| **12** | **Assessment of Offers** | |
| Principal | * Carry out assessment of Offers in accordance with Supplementary Conditions of Contract (12)   All other Principal functions in Clause 12 | Delegated to P'sD1 |
| **13** | **Acceptance Prerequisites** | |
| Principal | * Manage any altered Offers (13) * Manage post closure / pre‑acceptance activities including provision for additional information (13.2, 13.3, 13.4)   All other Principal functions in Clause 13 | Delegated to P'sD1 |
| Offeror / Consultant | * Only alter Offer in accordance with Offer documents (13.1) * Respond to requests for additional information (13.2, 13.3, 13.4)   All other Consultant functions under Clause 13 | Delegated to C'sD1 |
| **14** | **Acceptance Offer** | |
| Principal | * Prepare and forward any Letter of Acceptance (14)   All other Principal functions in Clause 14 | Delegated to P'sD1 |
| **15** | **Feedback to Unsuccessful Offerors** | |
| Principal | * Manage feedback meetings with unsuccessful Offerors (15)   All other Principal functions in Clause 15 | Delegated to P'sD1 |
| Offeror / Consultant | * Request meeting to discuss reasons for lack of success (15)   All other Consultant functions under Clause 15 | Delegated to C'sD1 |
| **17** | **Confidential Information** | |
| Principal | * Deal with any Confidential Information issues in Offer (17)   All other Principal functions in Clause 17 | Delegated to P'sD1 |
| Offeror / Consultant | * Highlight any Confidential Information in its Offer (17)   All other Consultant functions under Clause 17 | Delegated to C'sD1 |
| **18** | **Ethical Supplier Requirements** | |
| Principal | * Deal with any Ethical Supplier related issues in Offer (18)   All other Principal functions in Clause 18 | Delegated to P'sD1 |
| Offeror / Consultant | * Ensure completed Offer includes Attachment D of Offer for Consultant Service Non‑Price Component (18)   All other Consultant functions under Clause 18 | Delegated to C'sD1 |

# Delegations for Supplementary Conditions of Offer – Prequalified Consultants (C7551 – August 2020)

| Clause by Clause Basis | | |
| --- | --- | --- |
| Clause Number | Function | Extent of Delegation |
| **2** | **Prequalification Requirements** | |
| Principal | * Confirm that Offerors have the required prequalification levels (2)   All other Principal functions in Clause 2 | Delegated to P'sD1 |
| Offeror / Consultant | * Notify Principal if Consultant no longer qualifies for prequalification (2)   All other Consultant functions under Clause 2 | Delegated to C'sD1 |
| **3** | **Form of the Offer** | |
| Offeror / Consultant | * Ensure Offers have relevant documents in the appropriate envelopes and are correctly marked (3)   All other Consultant functions under Clause 3 | Delegated to C'sD1 |
| **4** | **Assessment Process** | |
| Principal | Appoint Assessment Panel before invitations issued (4.2)   * Clarify with “preferred” Offeror (4.3.4 – QBS) * Clarify with “recommended” Offeror (4.7 – VBS)   All other Principal functions in Clause 4 | Delegated to P'sD1 |
| Assessment Panel | * Carry out Assessments of Offers in accordance with the rules (4.3 to 4.5 inclusive) * Advise P’sD of “preferred” Offeror (4.3.3 – QBS) * Advise P’sD of “recommended” Offeror (4.5 – VBS) * Exercise discretion (4.6)   All other Assessment Panel functions under Clause 4 | N/A |
| "preferred" / "recommended" Offeror / Consultant | * Negotiate with Principal’s Delegate (4.3.4 – QBS) * Clarify with P’sD (4.  – VBS)   All other Consultant functions under Clause 4 | Delegated to C'sD1 |
| **5** | **Assessment Criteria (Non-Price)** | |
| Principal | Assessment Criteria (Non-Price)  All other Principal functions in Clause 5 | Delegated to P'sD1 |
| Assessment Panel | * Determine the extent to which Offerors satisfy the Assessment criteria (5.1, 5.2, 5.3 and 5.4)   All other Assessment Panel functions under Clause 5 | N/A |
| Offeror / Consultant | * Address all nominated Assessment Criteria (5.1, 5.2, 5.3 and 5.4)   All other Consultant functions under Clause 5 | Delegated to C'sD1 |
| **6** | **Weightings (QBS)** | |
| Assessment Panel | * Apply nominated weightings to scores for non price assessment criteria   All other Assessment Panel functions under Clause 6 | N/A |
| **7** | **Weightings (VBS)** | |
| Assessment Panel | * Apply nominated weightings to scores for all assessment criteria   All other Assessment Panel functions under Clause 7 | N/A |
| **8** | **Scoring for Non Price Criteria** | |
| Assessment Panel | * Use nominated rating method in assessment of non price criteria   All other Assessment Panel functions under Clause 8 | N/A |

# Delegations for General Conditions of Contract – Consultants for Engineering Projects (C7545 – August 2020)

| Clause by Clause Basis | | |
| --- | --- | --- |
| Clause Number | Function | Extent of Delegation |
| **1** | **Definitions / Interpretations** | |
| Principal | * Advise Consultant of any Principal Confidential Information * Appoint Principal’s Delegates   All other Principal functions in Clause 1 | Delegated to P'sD2 |
| Consultant | * Appoint Consultant’s Delegate   All other functions in Clause 1 involving the Consultant | Not Delegated  Delegated to C'sD2 |
| **2** | **Consultant Responsibilities** | |
| Principal | * Approve changes in Team Members (2.4) * Determine Reporting requirements (2.9) * Request access to Consultant’s premises (2.11) * Give directions regarding use of Principal’s premises (2.12) * Comply with Consultant directions for occupying Consultant’s premises (2.13) * Bring the attention of the Consultant to any fault in Engineering Drawings (ED’s) or Other Engineering Documents (OED’s) (2.14) * Be responsible for cost of document rectification of ED’s and OED’s due to Principal / employee acts or omissions (2.15) * Negotiate with Consultant regarding apportionment of payment for construction rectification works (2.15) * Where no agreement with Consultant regarding apportionment of payment for construction rectification works, complete document rectification and construction rectification at Consultant’s cost (2.15)   All other Principal functions under Clause 2 | Delegated to P'sD2 |
| Consultant | * Perform the Consultant Services (2.2) * Ensure that Consultant has necessary skills, and so on (2.3) * Ensure employees, etc have necessary skills, and so on (2.3) * Obtain Principal’s approval to vary Team Members (2.4) * Not represent as Principals employees or agents (2.5) * Exercise reasonable skill, care and diligence (2.6) * Carry out Obligations of the Consultant (2.3) * Liaise with and report to Principal including attend meetings (2.9) * Provide its’ own accommodation and equipment (2.10) * Give access to its premises to Principal (2.11) * Comply with Principal’s directions for occupying Principal’s premises (2.12) * Give directions regarding use of Consultant’s premises (2.13) * Bring to attention of Principal any fault in ED’s or OED’s (2.14) * Where no construction rectification implications, complete document rectification (2.15) * Pay for the cost of document rectification to the extent that the Consultant is responsible for the fault (2.14) * Where there are construction rectification implications attempt to agree with Principal any construction rectification works and apportionment of payment for such works (2.15)   All other Consultant functions under Clause 2 | Delegated to C'sD2 |
| **3** | **Principal's Responsibilities** | |
| Principal | * Pay Consultant the Contract Amount (3.1) * Give notice to Consultant to remove team member and approve replacement (3.2) * Grant extension of time, pay Consultant’s additional costs resulting from errors in Principal supplied materials (3.4)   All other Principal functions under Clause 3 | Delegated to P'sD2 |
| Consultant | All Consultant functions in Clause 3 including:   * Remove Team Members at request of Principal and nominate replacement (3.2)   All other Consultant functions under Clause 3 | Delegated to C'sD2 |
| **4** | **Contract Documents** | |
| Principal | * Supply one copy of contract documents to Consultant (4.1) * Advice Consultant of any ambiguity and direct Consultant to comply (4.3) * Pay Consultant any unanticipated costs following such a direction (4.4)   All other Principal functions under Clause 4 | Delegated to P'sD2 |
| Consultant | All Consultant functions in Clause 4 including:   * Advise Principal of any ambiguities in Contract Documents (4.3) * Comply with Principal direction regarding ambiguity (4.3)   All other Consultant functions under Clause 4 | Delegated to C'sD2 |
| **5** | **Commencement, Progress and Other Time Issues** | |
| Principal | * Direct Consultant to provide program (5.2) * Monitor Consultant’s progress using program (5.2) * Agree with Consultant on any changes in working hours (5.3) * Notify Consultant of any Principal delays (5.5) * Grant a reasonable extension of time of applicable including reasons if full period claimed not granted (5.8) * Extend Date for Completion at any time for any reason (5.9)   All other Principal functions under Clause 5 | Delegated to P'sD2 |
| Consultant | * Commence Consultant Services within seven days of nominated date and proceed with expedition and without delay and complete before Date for Completion (5.1) * Provide Principal with a program after being so directed (5.2) * Voluntarily provide program to Principal (5.2) * Not depart from an earlier program without cause (5.2) * Agree with Principal of any delays beyond its control (5.3) * Notify Principal of any delays beyond its control (5.4) * Request extension of time for appropriate delays (5.6, 5.7) * Apply for Variation if delay caused by Principal (5.8)   All other Consultant functions under Clause 5 | Delegated to C'sD2 |
| **6** | **Payment and Certificates – General (6.1 – 6.2)** | |
| Principal | * Accept completed work on a Fixed Fee only basis (6.1.1) * Agree with Consultant on Invoice date for Fixed Fee only basis (6.1.1) * Agree with Consultant on certain travelling expenses, and so on (6.1.2) * Direct Consultant to carry out work under “if ordered” items and manage payment to Consultant (6.1.3) * Not make payments to Consultant where Tax Invoice not in accordance with legislation (6.2.1) * Take necessary action on receipt of Consultant Tax Invoice (6.2.2)   All other Principal functions under Clause 6.1 to 6.2 | Delegated to P'sD2 |
| Consultant | * Complete Consultant Services at rates and lump sums in the Schedules (6.1.1) * Invoice the Principal after completion or at milestone events or at times agreed with Principal for Fixed Fees Basis contract (6.1.1) * Invoice the Principal at regular intervals (>two weeks) for Time Rate contracts and include full details of personnel involved and their times (6.1.1) * Not claim for travelling expenses, and so on, unless agreed in writing with Principal (6.1.2) * Provide applicable details of travelling expenses, and so on, to Principal (6.1.2) * Only carry out work under “as ordered” items when directed by Principal (6.1.3) * Provide a Tax Invoice together with any additional documents (6.2.1, 6.2.3) * Prepare and provide clarification of Tax Invoice if requested by Principal (6.2.2)   All other Consultant functions under Clause 6.1 to 6.2 | Delegated to C'sD2 |
| **6** | **Payment and Certificates –Variations (6.3)** | |
| Principal | * Be aware of Variation rules (6.3.1, 6.3.2, 6.3.3) * Manage preliminary steps for a Principal initiated Variation (6.3.4, 6.3.5) * Negotiate with Consultant on price of Principal initiated Variation (6.3.4, 6.3.5) * Direct Contractor to carry out Variation either at agreed price or price determined by valuation (6.3.4 (e) or (f) 6.3.5) * Refer any dispute to dispute procedure (6.3.4 (g)) * Respond to Consultant initiated Variation resulting from Principal direction (6.3.6) * Direct Consultant to carry out Variation (6.3.6) | Delegated to P'sD2 |
| Principal | * Respond to other Consultant initiated Variation (6.3.7) * Direct Consultant to carry out Variation (6.3.7) * Arrange valuation of Variation under Clause 6.4.1 where appropriate (6.3.5, 6.3.6, 6.3.7) * Grant extension of time associated with Variation where appropriate (6.3.5, 6.3.6, 6.3.7)   All other Principal functions under Clause 6.3 | Delegated to P'sD2 |
| Consultant | * Be aware of Variation rules (6.3.1, 6.3.2, 6.3.3) * Respond to Principal initiated Variation (6.3.4, 6.3.5) * Advise Principal whether Variation can be effected and if so, advise effect on program and estimated cost (6.3.4) * Negotiate with Principal on price for Variation before commencing work on Variation (6.3.4) * Comply with Principal direction to carry out a Variation (6.3.4, 6.3.5) * Refer any dispute to dispute procedure (6.3.4 (g)) * Initiate “Consultant initiated Variation” resulting from Principal direction (6.3.6) * Carry out Variation if directed by Principal (6.3.6) * Initiate “Other Variation” proposals (6.3.7) * Carry out Variation if directed by Principal (6.3.7)   All other Consultant functions under Clause 6.3 | Delegated to C'sD2 |
| **6** | **Payment and Certificates – Valuation of Variations (6.4)** | |
| Principal | * Where required to value a Variation, determine value in accordance with Clause 6.4 * Pay Consultant the determined amount (6.4.1) * Direct Consultant to prepare Variation Quotation if applicable (6.4.2)   All other Principal functions under Clause 6.4.1 and 6.4.2 | Delegated to P'sD2 |
| Consultant | * Provide Variation Quotation to Principal where directed (6.4.2)   All other Consultant functions under Clause 6.4 | Delegated to C'sD2 |
| **7** | **Liability and Indemnities** | |
| Principal | All Principal functions under Clause 7 | Delegated to P'sD2 |
| Consultant | All Consultant functions under Clause 7 | Delegated to C'sD2 |
| **8** | **Insurance** | |
| Principal | * Approve public liability insurance and indemnities in Consultant agreements with sub consultants (8.3) * Receive Consultant’s insurance details and ensure they comply with nominated requirements (8.5.1) * Request copies of certificates of currency, and so on for Consultant’s insurance (8.5.1)   All other Principal functions under Clause 8 | Delegated to P'sD2 |
| Consultant | * Effect and maintain insurance for liability for Consultant’s employees in accordance with statutory Workers Compensation requirements (8.1) * Effect and maintain “claims made” professional indemnity insurance (8.2) * Effect and maintain public liability insurance for claims by Third Parties (8.3) * Arrange for sub consultants to the Consultant to have suitable public liability insurance (8.4) * Provide Principal with details for all insurances (8.5) * Provide Principal with Certificates of currency of insurance on demand (8.5)   All other Consultant functions under Clause 8 | Delegated to C'sD2 |
| **9** | **Intellectual Property Rights** | |
| Principal | All Principal functions under Clause 9 | Delegated to P'sD2 |
| Consultant | * Ensure Consultant owns or is legally entitled to Intellectual Property Rights embodied in materials supplied or used in providing the Consultant Services (9.1) * Pay all royalties, etc associated with use of Intellectual Property Rights used in connection with the Consultant Services (9.3, 9.4) * Take all steps to execute all documents necessary to transfer intellectual property rights (IPR’s) to Principal where Principal is to have benefits of IPR’s (9.3) * Ensure moral rights of employees do not adversely affect Principal’s licence (9.6)   All other Consultant functions under Clause 9 | Delegated to C'sD2 |
| **10** | **Suspension, Termination of the Contract – Suspension (10.1)** | |
| Principal | * May require Consultant to suspend whole or part of the Consultant Services by giving reasonable notice in writing (10.1.1) * May require Consultant to suspend the whole or part of the Consultant Services by immediate notice in writing where Consultant/employee action warrants such a step (10.1.1) * May approve (with conditions) suspension of Consultant Services initiated by Consultant (10.1.2) * Direct Consultant to resume relevant part of Consultant Services when reason for suspension under Clause 10.1.2 no longer exists (10.1.3) * Where suspension due to act on omission of Principal/employee, pay Consultant additional costs valued under Clause 6.4.1 (10.1.5) * Consider Consultant’s application for extension of time under Clause 5.8 (10.1.6)   All Principal functions under Clause 10.1 | Delegated to P'sD2 |
| Consultant | * Suspend whole or part of Consultant Services when requested by Principal (10.1.1) * Request approval of Principal to suspend Consultant Services and, if approved, comply with any conditions (10.1.2) * Resume suspended work (under 10.1.1) when directed by Principal (10.1.3) * Resume suspended work (under 10.1.2) after giving Principal reasonable notice (10.1.4) * Bear costs of any suspension unless it is due to act or omission of the Principal / employee (10.1.5) * Apply to Principal for any applicable extension of time (10.1.6)   All other Consultant functions under Clause 10.1 | Delegated to C'sD2 |
| **10** | **Suspension, Termination of the Contract – Suspension (10.2)** | |
| Principal | * May terminate contract for unforeseeable listed events (10.2.1) * Where contract terminated under Clause 10.2.1, Principal shall pay Consultant agreed cost for completed work plus reasonable winding down costs (10.2.2) * May commence termination by suspending payment, notifying Consultant of reasons (see Clause 10.2.3) and requiring Consultant to “show cause” (10.2.4) * May terminate Contract by notice to the Consultant, if Consultant fails, within the nominated time, to show cause why Contract should not be terminated (10.2.5) * Determine pro rata amount from pervious payment to date of termination (10.2.7) * Receive “show cause” notice from Consultant (10.2.8) and respond to Consultant (10.2.9) * Where Contract is frustrated, pay Consultant the relevant costs as set out in Clause (10.2.10)   All Principal functions under Clause 10.2 | Delegated to P'sD2 |
| Consultant | * Where Contract terminated for unforeseeable circumstances under Clause 10.2.1, negotiate on cost of completed work (10.2.2) * Respond to a “show cause” notice from Principal under Clause (10.2.3) * Initiate termination of the Contract by sending a “show cause” notice to the Principal (10.2.8) * Terminate Contract if Principal fails to show cause as to why the Contract should not be terminated (10.2.9)   All other Consultant functions under Clause 10.2 | Delegated to C'sD2 |
| **11** | **Dispute Settlement** | |
| Principal | * Carry out discussions with Consultant to initiate arbitration if Independent Expert decision not acceptable (11.3)   All Principal functions under Clause 11 | Delegated to P'sD2 |
| Consultant | * Carry out discussions with Principal to initiate arbitration if Independent Expert decision not acceptable (11.3)   All other Consultant functions under Clause 11 | Delegated to C'sD2 |
| First Stage Referral Officers | * Initiate dispute by sending Notice of Dispute to other party (11.1) * Resolve dispute with seven days or refer to nominated Second Stage Referral persons (11.1) | N/A |
| Second Stage Referral Officers | * Resolve dispute within seven days or refer to Independent Expert (11.2) | N/A |
| Indpendent Expert / Adjudicator | * Resolve dispute in accordance with Institute of Arbitrator’s current rules (11.3, 11.4) * Carry out Rapid Adjudication in accordance with *Building and Construction Industry Payments Act*(11.5) | N/A |
| **12** | **General (12.1 to 12.8)** | |
| Principal | * Ensure all notices to Consultant are in writing (12.5.1) * Serve notices to Consultant at addresses in Annexure by relevant method (12.5.2, 12.5.3, 12.5.4, 12.5.5) * Not assign Contract or payment or any right etc without Consultant agreement (12.5.4) * Consider any application by Consultant to subcontract Consultant Services, including conditional approval (12.6)   All Principal functions under Clause 12.1 to 12.8 | Delegated to P'sD2 |
| Consultant | * Pay any monies received from other Offerors to Principal where collusion has occurred (12.2) * Observe and comply with laws, and so on of Australian, Queensland and relevant Local Government (12.4) * Ensure all notices to Principal are in writing (12.5.1) * Serve notices to Principal at address in Annexure by relevant methods (12.5.2, 12.5.3, 12.5.4, 12.5.5) * Not assign Contract, payment or any right, and so on without Principal approval (12.5.4) * Request written consent of Principal to subcontract any of the Consultant Services (12.6)   All other Consultant functions under Clause 12.1 to 12.8 | Delegated to C'sD2 |
| **12** | **General – Confidential Information, Return of Materials, Right to Information, Privacy Requirements (12.9 to 12.13)** | |
| Principal | * Give written consent to Consultant to use the name of the Principal for promotional purposes (12.9.1) * Give instruction to Consultant if all Materials supplied to Consultant are not to be returned (12.10) * Deal with Personal Information as required (12.12.1)   All Principal functions under Clause 12.9 to 12.13 | Delegated to P'sD2 |
| Consultant | * Protect confidentiality of the Confidential Information (12.9.1) * Limit disclosure of Confidential Information to employees on need to know basis (12.9.1) * Not use Principal’s name for promotion without Principal’s written consent (12.9.1) * Return all Materials to Principal unless otherwise advised in writing (12.10) * Deal with Personal Information as required (12.12.1)   All other Consultant functions under Clause 12.9 to Clause 12.13 | Delegated to C'sD2 |
| **13** | **Non-conforming Building Product** | |
| Principal | All Principal functions under Clause 13 | Delegated to P'sD2 |
| Consultant | All Consultant functions under Clause 13 | Delegated to C'sD2 |

# Delegations for Supplementary Conditions of Contract – Prequalified Consultants (C7554 – August 2020)

| Clause by Clause Basis | | |
| --- | --- | --- |
| Clause Number | Function | Extent of Delegation |
| **1** | **Definitions** | |
| Principal | All Principal functions in Clause 1 | Delegated to P'sD2 |
| Consultant | All Consultant functions in Clause 1 | Delegated to C'sD2 |
| **2** | **Nature of Consultant Services** | |
| Consultant | * Provide Concept Phase deliverables using nominated procedures (2.1.1, 2.2) * Provide Preliminary Design deliverables using nominated procedures (2.1.2, 2.3) * Provide Detailed Design deliverables using nominated procedures (2.1.2, 2.3)   All other Consultant functions under Clause 2 | Delegated to C'sD2 |
| **3** | **Construction Obligations** | |
| Principal | * Pay Consultant at agreed rates for relevant additional activities associated with resulting construction contract (3)   All other Principal functions under Clause 3 | Delegated to P'sD2 |
| Consultant | * Carry out simple activities associated with resulting construction contract at no cost to Principal (3) * Carry out additional activities associated with construction contract at agreed rates (3)   All other Consultant functions under Clause 3 | Delegated to C'sD2 |
| **4** | **Purpose of Works, Design Drawings** | |
| Principal | All Principal functions in Clause 4 | Delegated to P'sD2 |
| Consultant | * Ensure planning / design satisfy nominated purposes and support expected Service Requirements (4.1) * Ensure Engineering Drawings and Other Engineering Documents satisfy nominated purposes (4.2)   All other Consultant functions under Clause 4 | Delegated to C'sD2 |
| **5** | **Site Verification** | |
| Principal | * Provide prior authorisation for Consultant Site visits and access (5.2) * Determine lesser notice period for Site visits (5.2)   All other Principal functions under Clause 5 | Delegated to P'sD2 |
| Consultant | * Ensure planning/ design is suitable for the site (5.1) * Visit Site as appropriate (5.1) * Request authorisation from Principal prior to Site visits giving 7 days notice or such lesser time determined by the Principal (5.2)   All other Consultant functions under Clause 5 | Delegated to C'sD2 |
| **6** | **Managing the Delivery of Consultant Services (6.1 – 6.3)** | |
| Principal | * Adopt a Client Leadership role for the Consultant Services and ensure that nominated relationship management techniques are employed (6.3) * Establish, with the Consultant, the KPIs to measure relationship health, and so on (6.3)   All other Principal functions under Clause 6.1 and 6.3 | Delegated to P'sD2 |
| Consultant | * Develop and implement relevant systems and procedures in relation to Quality, Workplace Health and Safety and Environmental Management (6.1) * Ensure corresponding sub consultant systems and procedures are relevant (6.1) * Allow for appropriate audits for the mandatory systems and procedures (6.1) * Carry out the Consultant Services with the Principal such that nominated relationship management techniques are employed (6.3) * Establish, with the Principal, the KPIs to measure relationship health, and so on (6.3)   All other Consultant functions under Clause 6.1 and 6.3 | Delegated to C'sD2 |
| **6** | **Managing the Delivery of Consultant Services (6.2)** | |
| Principal | * Approve the Contract Program where appropriate and consider regular time/resource information from the Consultant (6.2.3) * Give directions to the Consultant as to the suitability of its Quality Plan (6.2.5) * Ensure Principal’s employees associated with Consultant Services attend relevant training (6.2.6) * Attend regular meetings with the Consultant (6.2.7.2) * Attend special meetings, direct Consultant to prepare additional reports (6.2.7.3)   All other Principal functions under Clause 6.2 | Delegated to P'sD2 |
| Consultant | * Integrate various management elements (6.2.1) * Manage Project scope (6.2.2) * Manage Project time including provision of initial Contract Program to Principal for approval and regular time/ resource information (6.2.3) * Manage financial aspects of the Consultant Services including presentation of financial reports with regular progress reports (6.2.4) * Submit initial Quality Plan to Principal for directions as to suitability. Quality Plan shall generally comply with Main Roads’ Management Procedures and Forms (6.2.5) * Submit new or amended Quality Plan to Principal for further directions (6.2.5) * Manage human resources including arranging for appropriate nominated training for all persons involved in carrying out the Consultant Services (6.2.6) * Ensure all Team Members, and so on, use Consultant’s documented System for communication/ documentation for delivering the Consultant Services (6.2.7.1) | Delegated to C'sD2 |
| Consultant | * Develop and implement procedures for management of nominated interfaces associated with the Consultant Services and oversee communications interfaces (6.2.7.1) * Manage issues regarding relocation of Public Utility Plant (6.2.7.1) * Arrange for regular progress meetings with Principal including preparation and forwarding of an agenda, draft / corrected minutes and Meeting Action Summary (MAS) to Principal (6.2.7.2) * Prepare nominated reports for presentation at each regular progress (6.2.7.2) * Attend special meetings, prepare additional reports (6.2.7.3) * Manage risks including, where applicable, develop and implement an Impact Management Plan (IMP) including establishment and use of Key Performance Indicators (KPIs) to measure actual performance (6.2.8) * As part of managing procurement, ensure contract documents available to Principal (6.2.9)   All other Consultant functions under Clause 6.2 | Delegated to C'sD2 |
| **7** | **Initial Project Review / Design Development Reviews** | |
| Principal | * Cooperate with Consultant’s Project Reviewer (7.2) * Receive and approve Initial Project Review Report (7.1, 7.3) * Receive and approve Preliminary Design Report (7.1, 7.4) * Receive and approve Detailed Design Report (7.1, 7.5)   All other Principal functions under Clause 7 | Delegated to P'sD2 |
| Consultant / Project Reviewer(s) | * Cooperate with Principal for Project Reviews, and so on (7.2) * Prepare and present Initial Project Review to Principal for approval (7.1, 7.3) * Prepare and present Preliminary Design Report to Principal for approval (7.1, 7.4) * Prepare and present Detailed Design Report to Principal for approval (7.1, 7.5)   All other Consultant functions under Clause 7 | Delegated to the following Project Reviewer(s):  Delegated to C'sD2 |
| **8** | **Engineering Drawing Certificates** | |
| Principal | All Principal functions under Clause 8 | Delegated to P'sD2 |
| Consultant / RPEQs | * Certify all completed Engineering Drawings (8.1) having regard to the effect of such certifications as set out in Clause 8.2   All other Consultant functions under Clause 8 | Delegated to the following RPEQs  Delegated to C'sD2 |
| **9** | **Form of Engineering Drawings** | |
| Principal | All Principal functions under Clause 9 | Delegated to P'sD2 |
| Consultant | * Produce original Certified Engineering Drawings in the nominated format (9.1, 9.2) * Produce completed certified design model in nominated format (9.3) * Use nominated string labelling conventions in Design Information and Engineering Drawings (9.4)   All other Consultant functions under Clause 9 | Delegated to C'sD2 |
| **10** | **Form of Other Engineering Drawings** | |
| Principal | * Receive original and three copies of Other Engineering Documents (10.2)   All other Principal functions under Clause 10 | Delegated to P'sD2 |
| Consultant | * Provide to Principal original and three copies of Other Engineering Drawing in the required form (10.2) * Convert Principal supplied survey information at own cost (10.3)   All other Consultant functions under Clause 10 | Delegated to C'sD2 |
| **11** | **Pavement Repairs following Geotechnical Investigation** | |
| Principal | * Provide contact information for maintenance contractor (11)   All other Principal functions under Clause 11 | Delegated to P'sD2 |
| Consultant | * Restore pavement to specified standards after geotechnical investigations (11) * Engage maintenance contractor (11)   All other Consultant functions under Clause 11 | Delegated to C'sD2 |
| **12** | **Principal Supplied Survey Information** | |
| Principal | * Update survey if appropriate (12.1)   All other Principal functions under Clause 12 | Delegated to P'sD2 |
| Consultant | * Investigate survey information and advise Principal if update required (12.1) * Establish location of all public utility plant (12.2) * Update cadastral boundaries if necessary (12.3)   All other Consultant functions under Clause 12 | Delegated to C'sD2 |
| **13** | **Design Quality** | |
| Principal | * Approve any changes to design standards (13.3)   All other Principal functions under Clause 13 | Delegated to P'sD2 |
| Consultant | * Comply with Main Roads’ design standards (13.2) * Submit non complying design to Principal for approval (13.3)   All other Consultant functions under Clause 13 | Delegated to C'sD2 |