

Mini Minor Works Contract: Significant changes from Pre 2010 version

General

- The format has been aligned with MW21 and GC21, including removal of macros and use of a Contract Information section for contract-specific information
- The terminology is more consistent with MW21 and GC21
- The Statutory Declaration has been replaced by the Subcontractor Statement
- The option of a Post Completion Period has been added

Conditions of Tendering

- Tenderers are encouraged to use e-Tendering; alternative tender boxes are no longer stated
- Addenda are stated to be the only recognised amendments to RFT Documents
- The option for weighted price / non-price tender assessment has been removed

Tender Schedules

- The Tender Form is now similar to MW21 and no longer includes:
 - Tender Closing Time and place (these are to be advised when tenders are called)
 - Contract Period, Principal and Principal's representative (now in Contract Information)
 - Schedule of Rates and OHS management capabilities (see new Tender Schedules)
- There is a new separate Schedule of Rates
- There is a new Schedule of OHS and Environmental Management Information requiring:
 - submission of a Safety Management Plan or 3 Safe Work Method Statements
 - a statement as to whether the tenderer incurred any OHS or environmental prosecutions or fines in the past 2 years, and details of any that were incurred

General Conditions of Contract

Definitions

- Additional and changed definitions include
 - Authorised Person (not 'Principal's authorised representative')
 - Contract Documents (RFT Documents, the tender & post-tender correspondence)
 - Contract Price (replaces 'Contract Sum')
 - Defect (replaces 'non-conforming work')
 - Parties (Principal and Contractor)
 - Post Completion Period (new option for managing defect rectification)

General

- The Parties are 'to do all they reasonably can to co-operate'
- The Contractor is to comply with any direction from the Principal
- The Contractor is to locate existing services and bear all costs & delays if one is damaged
- The Principal now has the right to direct the Contractor to remove from Site a person not meeting reasonable standards of conduct

Site Matters

- Within 7 days after award of contract, the Principal is to give the Contractor access to sufficient of the site to start work. The Contractor is to start work as soon as possible after being given access, 'but not before satisfying the necessary requirements'
- The Contractor is required to give reasonable access to anyone authorised by the Principal and to minimise inconvenience to others
- The Principal now has the right to take urgent action, at Contractor's cost, to avoid injury, death or harm to environment or property

OHS and Environmental Management

- Site-specific Safety and Environmental Management Plans are required at least 3 business days before starting work on the site (previously no time was stated)
- A specific requirement for a WRAPP Report has been added

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- The Contractor is to report all environmental incidents, including near misses, to the Authorised Person

Insurance

- Options for Principal Arranged Insurance have been added (see the Contract Information)
- The required amount of Public Liability insurance has been increased from \$5M to \$10M

Carrying out the Work

- The Contractor is stated to be responsible for any design required to complete the Works
- The Principal may propose to accept a Defect, on conditions. If the Contractor does not accept the Principal's conditions, the Defect is to be made good.
- If requested, the Contractor is to submit a proposal for a Variation. It may include a margin of up to 15%. If the Principal does not accept the Contractor's proposal, the Principal may assess the value of the Variation, based on reasonable costs plus 15%, and pay that amount

Payment

- Payment claims are to be made monthly OR on Completion – no Milestones
- Each payment claim is to be accompanied by specified conformance records and a Subcontractor Statement (instead of a Statutory Declaration)
- A Retention can apply through a Post Completion Period, if stated in the Contract Information
- The Principal is to issue a final payment schedule within 40 days after either Completion or the end of the Post Completion Period, whichever is applicable
- The option for payment by the Contractor to the Principal has been removed

Disputes

- The Parties are required to involve 'senior executives' to try to resolve a dispute
- Senior executives are not named in Contract but are identified when needed
- If they can't resolve the issue within 21 days, expert determination may be initiated
- Each determination of an expert is final and binding – no threshold for litigation

Suspension and Termination

- The Principal may suspend the work and determine the conditions for recommencement
- 'Termination by the Principal' applies if the Contractor commits a substantial breach of contract
- The new clause 'Termination for the Principal's Convenience' does not require a breach of contract. The Contractor is paid for work done and a percentage of the unpaid balance

Contract Information

- This is a new section for contract-specific data, similar to MW21 & GC21 (replaces macros)
- Contract Information items are:
 - Authorised Person & contact details (can be named within 7 days after award of contract)
 - The Principal
 - Insurance – including options for the Principal or the Contractor to arrange
 - Time for Completion
 - Post Completion Period and Retention Amount
 - Times for Payment Claims

Works Description

- New sections have been added for:
 - Protection of Children and Vulnerable People
 - Existing Services
 - Asbestos Removal
 - Unexpected Discovery of Hazardous Materials
- Prompts are included to describe the Works; sample text on demolition has been abbreviated