| **Clause** | **Clause headings** | **Description of certification functions** |
| --- | --- | --- |
| 21.5 | Settlement of Claims | Certify against the joint account for the cost of reinstatement following an insurance claim.  |
| 33.5 | Acceleration | Clause 33.5(a): determining whether to issue a direction for the Contractor to accelerate the performance of the work instead of granting an extension of time. |
| 35.3 | Separable Portions | If the Contract does not make provision for the amount of security applicable to a Separable Portion, the Administrator shall certify the value of the work under the Contract as the value of the Separable Portion bears to the value of the whole of the work under the Contract. |
| 35.5 | Extension of Time for Practical Completion | Within 20 Business Days after receipt of a claim for an extension of time, grant a reasonable extension of time. |
| 36 | Delay costs | Value the delay cost in accordance with Clause 36 |
| 41 | Daywork | Value the Daywork in accordance with Clause 41. |
| 42.1 | Payment Claims, Certificates, Calculations and Time for Payment | Within 10 Business Days of receipt of a payment claim issue to the Principal and the Contractor a payment certificate stating the amount of payment which is to be made by the Principal to the Contractor or by the Contractor to the Principal.Shall set out in the payment certificate the calculations used to arrive at the amount and reasons for any difference in the amount.May issue a payment certificate even if the Contractor fails to make a payment claim. |
| 42.5 | Certificate of Practical Completion | Issue to the Contractor and Principal a Certificate of Practical Completion certifying the Date of Practical Completion within 10 Business Days of receipt of a written request for a Certificate of Practical Completion.May issue a Certificate of Practical Completion when of the opinion that Practical Completion has been reached, whether or not the Contractor requests it be issued. |
| 42.8 | Final Certificate | Issue to the Contractor and Principal a final payment certificate endorsed 'Final Certificate' within 10 Business Days of the later of the receipt of the Contractor's Final Payment Claim (or the expiration of time for its lodgement) and the Contractor having completed making good of defects. |
| 44.6 | Adjustment on Completion of the Work Taken Out of the Hand of the Contractor | Ascertain the costs incurred by the Principal in completing the work taken out of the Contractor's hands under clause 44.4(a) and issue a certificate certifying the amount of that cost. |
| SWTC 1.2  | Purpose and interpretation of Scope of Works and Technical Criteria (SWTC)  | Under Clause 1.2(d), If there are criteria which are mutually exclusive, then the criterion which, in the opinion of the Administrator, delivers the appropriate safety, efficiency, affordable quality and cost effectiveness, must apply. Under Clause 1.2(f), written acceptance of the Administrator is required for any departure from any aspect of the SWTC. |
| SWTC 1.4.1  | Reference documents  | Under Clause 1.4.1(d), if there are criteria in two or more reference documents which are mutually exclusive, then the criterion which, in the opinion of the Administrator, delivers the higher standard shall apply. Under Clause 1.4.1(o)(i), a reference document provides for a 'desirable' and an 'absolute' design limit, the desirable design limit must apply unless other design limits are accepted in writing by the Administrator or the relevant Authority for those Works. Under Clause 1.4.1(o)(iii), a process for the approval of a ‘**Hold Point**’ or the witnessing of a ‘**Witness Point**’, relevant to the Contractor’s Works, that obligation or process shall be deemed to impose an obligation on the Administrator.  |
| SWTC 1.4.3  | Compliance with department’s Specifications  | Under Clause 1.4.3(b), the Contractor must not deviate in any way from the Specifications without receiving written acceptance for the proposed deviation from the Administrator. Under Clause 1.4.3(d)(i), the alternative standard must be accepted in writing by the Administrator. |
| SWTC 2.6.1  | General  | Under Clause 2.6.1(b), all project plans must incorporate the requirements and recommendations of the Administrator.  |
| SWTC 3.1.5  | Non‑conformances and continuous improvement  | Under Clause 3.1.5(b), the Administrator may advise the Contractor of apparent non-conformances. |
| SWTC 3.1.6  | Non‑conformances during construction  | Under Clause 3.1.6(c), proposals for rectification work of such non-conformance must be reviewed by the relevant Designer and the Administrator.  |
| SWTC 3.3.2.3  | Preliminary Design stage  | Under Clause 3.3.2.3(c), the design needs to be accepted by the Administrator.  |
| SWTC 3.3.5  | Timing for submissions and reviews  | Under Clause 3.3.5(b), the Administrator will review all submissions made by the Contractor and respond to submissions within 20 Business Days.  |
| SWTC 4.3.2  | Existing buildings and structures  | Under Clause 4.3.2(c), the Administrator and the owner, and/or occupier must be issued with a copy of the Condition (Dilapidation) Report prior to the Contractor commencing the relevant activity  |
| SWTC 4.4.1  | Survey standards  | Under Clause 4.4.1(f), earlier datums such as Geocentric Datum of Australia 1994 (GDA94) Australian Geodetic Datum 1984 (AGD84) and Australian Geodetic Datum 1966 (AGD66) are accepted based on prior approval by the Administrator or the department’s Director (Geospatial Technologies).  |