## NAME OF PROJECT

**CONTRACT NO: XXXXXX**

# AGREED POST COMPLETION DEFECTS MANAGEMENT PROCESS

# for

**CONTRACT NO: XXXXX**

## DATE

**PROJECT NAME**

**CONTRACT NO: xxxxxxx**

**PROCESS FOR MANAGEMENT OF POST – COMPLETION DEFECTS DEFECTS deDEFECTS (MPCD)**

**Introduction:** The process for management of post completion defects as documented below is for use on the insert project name Project Construction and Associated Works (“the Works”) designed (to the extent required) and Constructed by insert name of Contractor for the Australian Capital Territory (ACT Government) (ACT Govt.) under the Contract No XXXXX.

**Objective:** To facilitate timely rectification of defects arising after Completion of the whole of the Works during the post completion period in accordance with the provisions of the Contract, including but not limited to clause 71, for works completed by insert name of Contractor under the above Contract that has been administered by insert name of the PAP on behalf of the ACT Government. The objective being to minimise the impact such defects would have on the operation and maintenance of the Works.

 To advise the parties of any changes to their nominated Authorised Persons and Senior Executives arising from the commencement of the post completion period.

**Responsibilities:** The Principal’s nominated Authorised Person (PAP) during the post completion period will be insert name and title. The PAP has full responsibility for the ongoing administration of the above Contract and management of defects, and will be the central point of contact with the Contractor during the post completion period.

The Senior Executive on behalf of the Principal (PSE) during the post completion period will be insert name and title.

The Contractor’s (insert name) Authorised Person (CAP) during the post completion period will be insert name, and on behalf of insert name of Contractor, is responsible for rectification of defects during the post completion period but not for any deterioration due to routine operation, maintenance and through normal wear and tear or misuse.

The Senior Executive on behalf of the Contractor is insert name of Contractor and their nominated Senior Executive.

**Process:** This process will form the agreed communication framework during the post completion period with the Contractor until further notice. Both the CAP and the PAP will establish and maintain a Defects Register for the post completion period. (A sample of the Defects Register is attached for reference)

Insert the asset owner, Directorate officers, key stakeholders, and other ACT Government personnel should notify any defects both urgent and non-urgent only to the PAP.

The PAP is to assess if the defect/problem reported is or is not a Defect. If it is not considered a Defect, the PAP is to arrange rectification of the problem (Defect) under normal maintenance procedures of the insert name of asset owner and Directorate. If the PAP considers the problem is a Defect under the Contract, the following procedure will apply:

1. In accordance with clause 71.1.1 of the Contract, a Defects Notice is to be raised by the PAP including assignment of a priority and nomination of a reasonable timeframe for rectification of the Defect. The Defect Notice (sample attached) will be issued by email to the CAP. The PAP will register the notice on Defects Register.
2. CAP is to assess the notice. If it is not considered a Defect, the CAP is to discuss with the PAP and return the Defect Notice to the PAP for the Principal’s action under normal maintenance procedures. If it is considered a Defect, the CAP will register the notice on the Defects Register and arrange for rectification by the nominated date.
3. On completion of the rectification work by the Sub-Contractor or Contractor, as the case may be, the CAP will sign off, within 5 days, the Defect Notice and return it to the PAP for finalisation and closing off the item on the Defects Register.
4. If the CAP is unavailable or cannot attend the notified Defect(s) within the required timeframe, the PAP must be advised with the reasons for the inability to respond and/or rectify the Defect within the notice period. The CAP and PAP are to agree on a revised timeframe.
5. If a Defect is not rectified during the period nominated in the Defect Notice, the provisions of clauses 50.3 and 50.4 of the Contract will apply and the PAP is to arrange for rectification work using a third party and then, as per the Contract provisions, recover costs from the Contractor insert name of Contractor.
6. If the Contractor accepts the PAP’s decision, the PAP is to recover the rectification cost from the Contractor, close the matter and update the Defects Register. If the Contractor does not accept the PAP’s decision, the Contractor is to raise a notice of an *Issue* in respect of the dispute under the Contract and escalate the matter to the nominated Senior Executives during the post completion period.

In addition to the above, during the first 12 months, the Senior Executives will, every three months, jointly review the performance of the post completion team, and effectiveness of this post completion defects management process and discuss any risk that may arise from time to time in fulfilling the contractual obligations and entitlements of both the Principal and insert name of the Contractor.

This PCDMP process will remain in place until the expiry of limitation period under the statute, (from the Actual Completion Date issued by the Principal for whole of the Works under the Contract) as per clause 71.2 of the Contract.

|  |  |
| --- | --- |
| …………………………………………… Insert namePrincipal’s (ACT Govt.) Authorised Person(Post Completion Period) | …………………………………………………..Insert nameContractor’s (insert Contractor’s name) Authorised Person(Post Completion Period) |

**Attachments:**  Sample Defect Reporting Form

* + Sample Defects Register

# DEFECTS REGISTER

DEFECT NOTIFICATION

DEFECT NO.: CONTRACT NO.

CONTRACT NAME/NO.:

*To be filled in by Operator/End User*

LOCATION/PROBLEM:

PERSON REPORTING FAULT/CONTACT No.:

*To be completed by PAP*

PRIORITY:

 CRITICAL/URGENT – FIX WITHIN 24 HRS  SAFETY ISSUE – FIX WITHIN 3 DAYS

 CAUSES DISRUPTION – FIX WITHIN 7 DAYS  LOW PRIORITY – FIX WITHIN 14 DAYS

 OTHER

SIGNED:

Principal’s Authorised

Person DATE:

*Forward copy to Contractor’s Authorised Person To be completed by the Contractor* CONTRACTOR’S COMMENTS:

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CERTIFICATION OF FAULT RECTIFIED:

SIGNED: Contractor’s

Authorised

Person

DATE:

*Return completed copy to Principal’s Authorised Person*

*CLOSE OUT:*

Insert Project name

DEFECTS REGISTER

CONTRACT NO- XXXXX

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Defect No | Date Issued ToContractor | Description | PRIORITY | Date to be Rectified | Response/Action | Actual Date Rectified | Date Notice Returned | Comments or Further Action |
|  |  |  |  |
|  |  |
|  |  |
|  |  |  | URGENT | 3 DAYS | 7 DAYS | 14 DAYS |  |  |  |  |  |
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