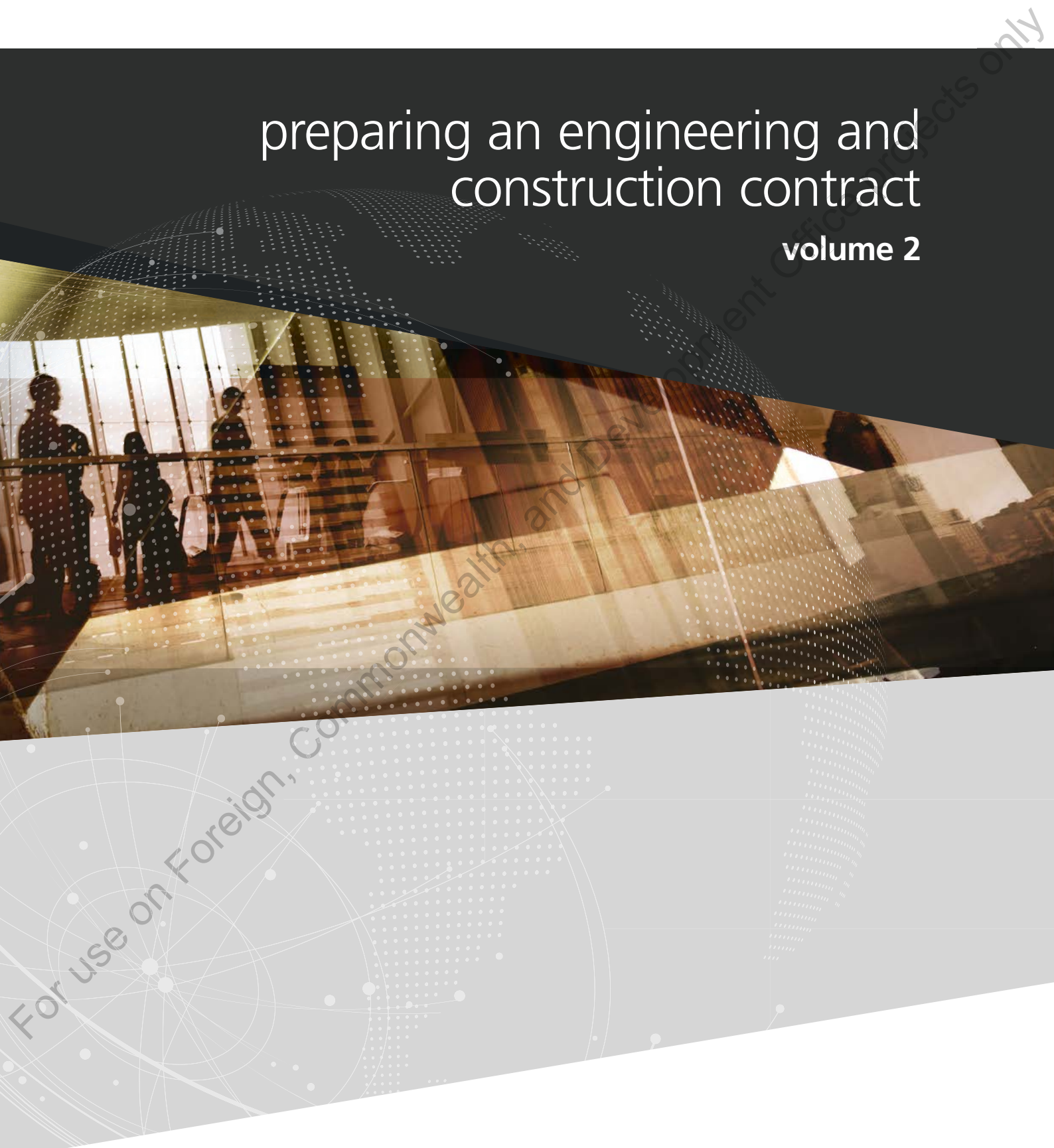




preparing an engineering and
construction contract

volume 2



For use on Foreign, Commonwealth, and Development Office projects only

Expires 14/09/22



PREPARING AN

Engineering and Construction Contract

VOLUME 2

This document provides guidance on the preparation of contract documents for an NEC4 Engineering and Construction Contract.

An NEC document

June 2017

The Government Construction Board, Cabinet Office UK

The Government Construction Board (formerly Construction Clients' Board) recommends that public sector organisations use the NEC contracts and in particular the NEC4 contracts where appropriate, when procuring construction. Standardising use of this comprehensive suite of contracts should help to deliver efficiencies across the public sector and promote behaviours in line with the principles of the Government Construction Strategy.

The Development Bureau, HKSAR Government

The Development Bureau recommends the progressive transition from NEC3 to NEC4 in public works projects in Hong Kong. With suitable amendments to adapt to the Hong Kong local environment, NEC4 is expected to further enhance collaborative partnering, unlock innovations and achieve better cost management and value for money in public works projects.



NEC is a division of Thomas Telford Ltd, which is a wholly owned subsidiary of the Institution of Civil Engineers (ICE), the owner and developer of the NEC.

The NEC is a suite of standard contracts, each of which has these characteristics:

- Its use stimulates good management of the relationship between the two parties to the contract and, hence, of the work included in the contract.
- It can be used in a wide variety of commercial situations, for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

This is a User Guide for the NEC4 Engineering and Construction Contract.

ISBN (complete box set) 978-0-7277-6391-4

ISBN (this document) 978-0-7277-6224-5

ISBN (Engineering and Construction Contract) 978-0-7277-6209-2

ISBN (Establishing a Procurement and Contract Strategy) 978-0-7277-6223-8

ISBN (Selecting a Supplier) 978-0-7277-6234-4

ISBN (Managing an Engineering and Construction Contract) 978-0-7277-6235-1

ISBN (Engineering and Construction Short Flow Charts) 978-0-7277-6268-9

First edition June 2017

Reprinted with amendments January 2019

British Library Cataloguing in Publication Data for this publication is available from the British Library.

© Copyright nec 2017

All rights, including translation, reserved. The owner of this document may reproduce the Contract Data and forms for the purpose of obtaining tenders, awarding and administering contracts. Except as permitted by the Copyright, Designs and Patents Act 1988, no part of this publication may be otherwise reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of the NEC Director, Thomas Telford Ltd, One Great George Street, Westminster, London SW1P 3AA.

Typeset by Manila Typesetting Company

Printed and bound in Great Britain by Bell & Bain Limited, Glasgow, UK

Contents

Foreword	v
Preface	vii
Acknowledgements	ix
How to use the NEC4 user guides	x
Chapter 1 Contract documents	1
Chapter 2 Contract Data	3
2.1 Introduction	3
2.2 Contract Data checklist	5
2.3 Using Option Z: <i>additional conditions of contract</i>	39
Chapter 3 Scope	40
3.1 The status of the Scope	40
3.2 Drafting Scope	43
3.3 ECC references to Scope	48
3.4 <i>Client's Scope</i>	59
3.5 Scope provided by the <i>Contractor</i> for its design	76
Chapter 4 Site Information	77
4.1 The status of the Site Information	77
4.2 Drafting Site Information	78
4.3 ECC references to the Site Information	79
4.4 Site Information	80
Chapter 5 Pricing documents	83
5.1 Introduction	83
5.2 Activity Schedule (Options A and C)	84
5.3 Bill of Quantities (Options B and D)	85
Chapter 6 Form of agreement	86
Chapter 7 Engineering and Construction Subcontract	87
7.1 Introduction	87
7.2 Terminology	88
7.3 Subcontract Data checklist	89
7.4 Subcontract Scope	95
Appendix 1 Contract Data – Worked Example	96

For use on Foreign, Commonwealth, and Development Office projects only

Expires 14/09/22

Foreword

Continuous improvement in project delivery is required to build confidence in the UK construction sector so that we can attract more investment. The Infrastructure and Projects Authority (IPA) is the government's centre of expertise for infrastructure and major projects. We sit at the heart of government, reporting to the Cabinet Office and HM Treasury.

The application of the right contract is central to the success of the overall project delivery system. The NEC suite of contracts has been in existence for over the 20 years and has linked the projects, people and processes together to create the correct environment for successful delivery.

This new and updated NEC4 contract embraces the digital changes that are happening in the construction industry, especially around BIM, which I believe will be central to creating a step change in performance. Whilst looking forward it also builds on the fundamentals required for an effective contract.

The use of NEC4 on public sector projects will help to deliver the Government Construction Strategy as we seek to improve central government's capability as a construction client to deliver further savings in the order of £1.7bn across the Government estate. The IPA looks forward to collaborating with industry to make the delivery of projects more efficient and effective.

Tony Meggs, Chief Executive, Infrastructure and Projects Authority



Infrastructure
and Projects
Authority

Reporting to Cabinet Office
and HM Treasury

For use on Foreign, Commonwealth, and Development Office projects only

Expires 14/09/22

Preface

NEC was first published as a new and innovative way of managing construction contracts in 1993 – some 24 years ago. It was designed to facilitate and encourage good management of risks and uncertainties, using clear and simple language.

The NEC approach to managing contracts was endorsed in “Constructing the team – The Latham Report”, which was a government/industry review of procurement and contractual arrangements in the UK construction industry. This led to a second edition in 1995 incorporating the further recommendations of that review. This contract was used increasingly in the UK and overseas, and a major revision was made with the third edition in 2005.

NEC has played a part in helping the industry do things differently and better. It has done so by introducing effective project management procedures into the contract itself. These require pro-active management of risk and change, and the day-to-day use of an up-to-date programme. The range of pricing options has given Clients flexibility in the allocation of risk and the ability to share risk and manage it, collaboratively.

The NEC suite has evolved over three decades, embedding consultation responses and user feedback, and reflecting industry development, including new procurement approaches and management techniques such as alliances, management of information (BIM) and supply chain engagement. This feedback and the new procurement approaches formed the driver for the development of the next generation contracts and the launch of NEC4.

There were three key objectives in drafting NEC4:

- provide greater stimulus to good management
- support new approaches to procurement which improve contract management and
- inspire increased use of NEC in new markets and sectors.

It was to be evolution, not revolution.

Some features of NEC4 include:

- a new design build and operate contract to allow flexibility between construction and operational requirements in timing and extent
- a new multi-party alliance contract based upon an integrated risk and reward model
- new forms of subcontract to improve integration of the supply chain.

Further enhancements include:

- finalising cost elements during the contract
- incorporating a party-led dispute avoidance process into the adjudication process
- increasing standardisation between contracts and
- providing enhanced guidance to give greater practical advice to users.

NEC has always been known for its innovative approach to contract management, and this revision continues that approach. No other contract suite has had such a transformative effect on the built environment industry as NEC. It has put the collaborative sharing of risk and reward at the heart of modern procurement. It is also unique in providing a complete, back-to-back procurement solution for all works, services and supplies in any sector and any country.

NEC4 continues to set the benchmark for best practice procurement worldwide.

Peter Higgins BSc (Hons), CEng, FICE
Chair of NEC4 Contract Board

For use on Foreign, Commonwealth, and Development Office projects only

Expires 14/09/22

Acknowledgements

The original NEC was designed and drafted by Dr Martin Barnes then of Coopers and Lybrand with the assistance of Professor J. G. Perry then of the University of Birmingham, T. W. Weddell then of Travers Morgan Management, T. H. Nicholson, Consultant to the Institution of Civil Engineers, A. Norman then of the University of Manchester Institute of Science and Technology and P. A. Baird, then Corporate Contracts Consultant, Eskom, South Africa.

This fourth edition of the NEC suite was produced by the Institution of Civil Engineers through its NEC4 Contract Board.

The NEC4 Contract Board is:

P. Higgins, BSc (Hons), CEng, FICE (Chair)
P. T. Cousins, BEng (Tech), DipArb, CEng, MICE, FCI Arb
I. Heaphy, BSc (Hons), FRICS, FCI Arb, MCIInstCES, MACostE
J. N. Hughes-D'Aeth, BA (Hons), MA (Cantab)
S. Rowsell, BSc, CEng, FCIHT, FICE, MCIPS

The NEC4 drafting team consisted of:

M. Garratt, BSc (Hons), MRICS, FCI Arb
R. Gerrard, BSc (Hons), FRICS, FCI Arb, FCIInstCES
R. Hayes, BSc (Hons), MEng, CEng, MICE, MAPM
S. Kings, BSc (Hons), MRICS, MCIPS, PhD
T. Knee-Robinson, BEng (Hons), CEng, MICE, MAPM, MCIHT
J. J. Lofty, MRICS
R. Patterson, BA, MBA, CEng, MICE
B. Trebes, BSc (Hons), MSc, FRICS, FCIInstCES, FAPM
B. Walker, BSc (Hons), GMICE, ACI Arb

Proofreading by:

P. Waterhouse, BEng (Hons), MBA, CEng, FICE, FCI Arb, FCIInstCES, FCMI

The Institution of Civil Engineers acknowledges the help in preparing the fourth edition given by the NEC4 Contract Board and NEC4 drafting team and the support of the following organisations in releasing their staff:

Anthony Collins Solicitors LLP
Berwin Leighton Paisner LLP
CEMAR
Costain plc
Mott MacDonald Ltd

How to use the NEC4 user guides

The NEC4 User Guides have been designed to support users as they select the most appropriate NEC contract strategy, prepare the contract, select a supplier and manage the contract to deliver the *Client's* or *Purchaser's* objectives. The guides and the corresponding flow charts are not contract documents. They should not be used for legal interpretation of the meaning of the contracts.

They include a step-by-step process for setting up an NEC contract and managing it through to completion. The starting point assumes that the *Client* has resolved the following:

- the business case and project objectives,
- the risk profile has been analysed and an overall management strategy established including, in broad terms, decisions made with regard who is best placed to manage the risks and
- a decision has been made to use the NEC, but the contract strategy has not been determined.

Users should work through the following sections of guidance in the logical sequence provided.

Volume 1 – Establishing a Procurement and Contract Strategy: guides users in identifying the best way of achieving the *Client's* or *Purchaser's* objectives through the selection of the most appropriate procurement route, NEC contract and main and secondary Options. This document applies across all contracts.

Volume 2 – Preparing an NEC Contract: guides users in preparing the particular NEC contract including Contract Data and other the documents required, ready for supplier selection to commence. There is a version of this document for each contract, except the subcontracts. For the subcontracts, the guidance is included in the relevant main contract version of the document.

Volume 3 – Selecting a Supplier: guides users through the supplier selection process including, where necessary, tendering, issuing an invitation to tender and subsequent evaluation and assessment. This document applies across all contracts.

Volume 4 – Managing an NEC Contract: guides users in managing the relevant contract correctly after it comes into existence. Detailed guidance is provided which explains the content of each NEC contract and its Options and how to operate them to achieve a successful outcome. There is a version of this document for each contract, except the subcontracts. For the subcontracts, the guidance is included in the relevant main contract version of the document.

Due to their size, Volume 2 and 4 have been combined into one book for both the Dispute Resolution Service Contract and the Framework Contract.

CHAPTER 1

Contract documents

The purpose of this guide is to explain the constituent parts of an Engineering and Construction Contract (ECC) and provide guidance on drafting and assembling them correctly.

The convention of using italics for terms which are identified in the Contract Data of the ECC and capital initials for terms defined in the ECC has been used in this guide.

Good quality contract documents are vital to achieving better outcomes for projects and reducing misunderstandings and disputes. Contract documents should be prepared with individual project requirements and the operation of the ECC in mind. The *Client's* objectives (refer to Volume 1 - Establishing a Procurement and Contract Strategy) for the project should be fully understood and the consequences of potential scenarios addressed e.g. if the *Contractor* achieves Completion early or late. It is also important that the documents are logically structured and risk is clearly allocated.

The diagram below shows the relationship between the constituent parts of the ECC. Contract Data identifies the documents forming the contract. The *conditions of contract* refers to each constituent part and requires information to be stated in them. A form of agreement may be used to record the agreement between the Parties on the basis of the Contract Data, or the Parties may rely on an exchange of correspondence to establish the contract.

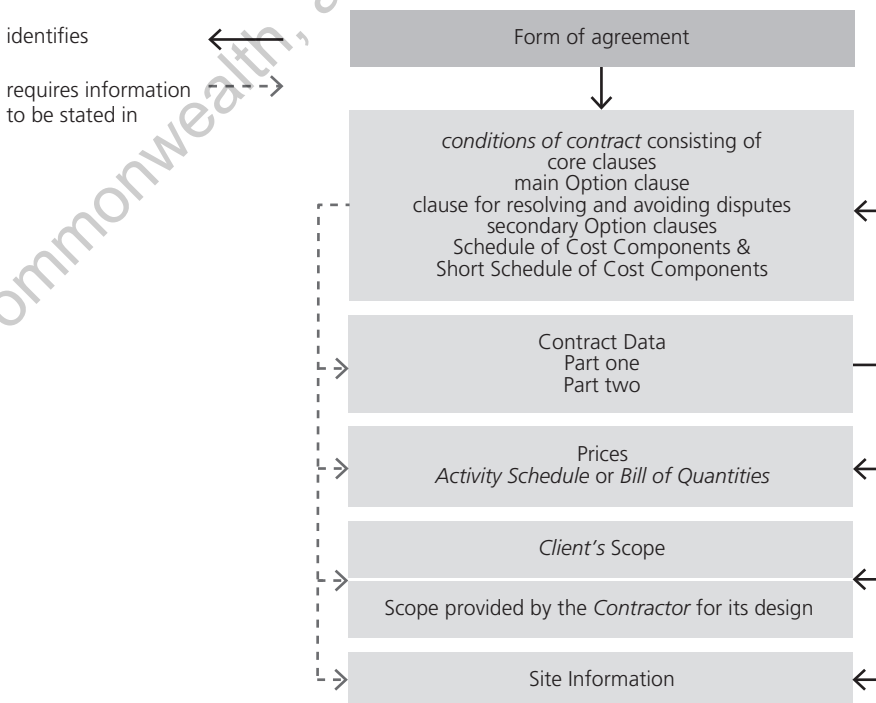


Figure 1 ECC documents

CHAPTER 1

Contract documents

The purpose of this guide is to explain the constituent parts of an Engineering and Construction Contract (ECC) and provide guidance on drafting and assembling them correctly.

The convention of using italics for terms which are identified in the Contract Data of the ECC and capital initials for terms defined in the ECC has been used in this guide.

Good quality contract documents are vital to achieving better outcomes for projects and reducing misunderstandings and disputes. Contract documents should be prepared with individual project requirements and the operation of the ECC in mind. The *Client's* objectives (refer to Volume 1 - Establishing a Procurement and Contract Strategy) for the project should be fully understood and the consequences of potential scenarios addressed e.g. if the *Contractor* achieves Completion early or late. It is also important that the documents are logically structured and risk is clearly allocated.

The diagram below shows the relationship between the constituent parts of the ECC. Contract Data identifies the documents forming the contract. The *conditions of contract* refers to each constituent part and requires information to be stated in them. A form of agreement may be used to record the agreement between the Parties on the basis of the Contract Data, or the Parties may rely on an exchange of correspondence to establish the contract.

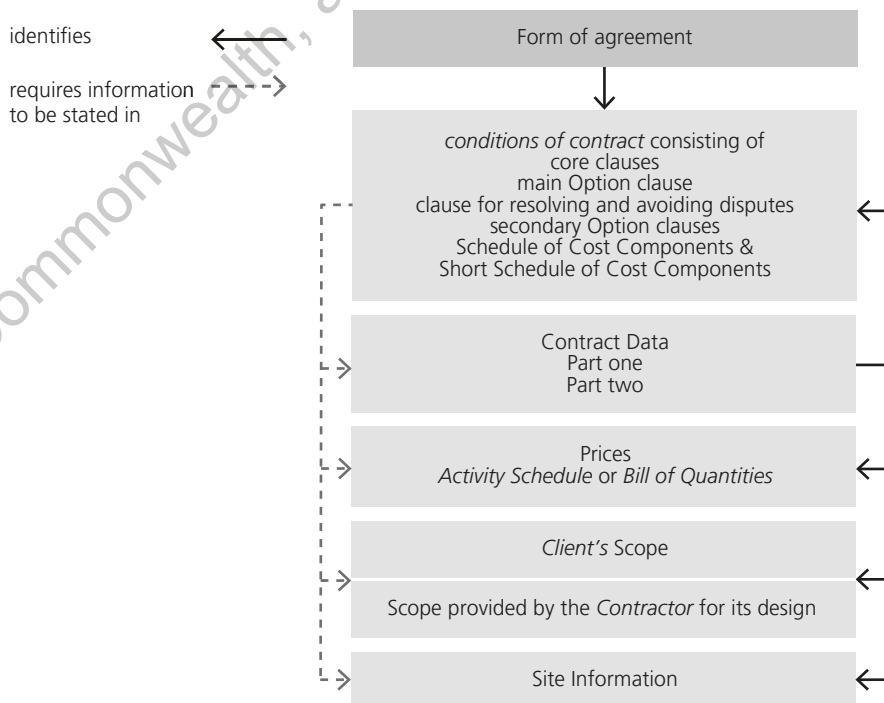


Figure 1 ECC documents

Information and documents required for the contract must be in the right part of the contract. If documents are located in the wrong place, it may cause confusion and risk that the documents are not properly incorporated. For example, the *conditions of contract* require that information which describes the *works* and states constraints must be identified in the Scope. The diagram shows that Scope is identified in Contract Data. Therefore, all documents and information which describe the *works* and states constraints must be identified as Scope. Scope will often consist of multiple documents and sections, in which case a contents list should be included in the Scope.

The clarity achieved by this contract structure and the separation of its parts is helpful to users and significantly reduces ambiguity and the potential for disputes.

The requirement for good 'information' describing the work or services to be provided applies to all contracting systems. It is an objective of NEC to provide a contract which is clear and simple and promotes effective management and delivery of the *works*.

CHAPTER 2

Contract Data

2.1 INTRODUCTION

Contract Data contains information which is necessary to operate the contract and is specific to a particular contract, including the choice of main and secondary Options. Contract Data is the type of information often described in other forms of contract as the contract particulars or appendix. There are two parts. Part one identifies the information provided by the *Client* and part two identifies the *Contractor's* data and, if necessary, the Scope for its design. Clause 11.1 states that the terms in italics in the *conditions of contract* must be identified in Contract Data.

Completion of Contract Data in full, according to the Options chosen, is essential to create a complete contract.

The information set out in Contract Data is not Scope, but Contract Data identifies the document which contains the Scope. The *Client* identifies the document which contains its Scope in Contract Data part one. The *Contractor* identifies the document which contains the Scope for its design in Contract Data part two. Where information is in non-documentary form such as models, they should be identified and their availability and location stated.

Some entries in Contract Data identify Scope, Site Information and Prices. However, Contract Data also identifies information which is not Scope, Site Information or Prices and such information should not be included in them. Examples include:

- matters to be included in the initial Early Warning Register,
- *weather data*,
- *method of measurement*,
- arbitration procedure (if the *tribunal* is arbitration),
- *information execution plan* (if Option X10 is used),
- Schedule of Partners and Partnering Information (if Option X12 is used),
- *incentive schedule* (if Option X20 is used),
- Pricing Information (if Option X23 is used),
- Trust Deed and Joining Deed (if Option Y(UK)1 is used),
- information describing the Working Areas,
- the programme (if identified in Contract Data part two).

In the *conditions of contract*, the term Contract Data refers to the data which existed at the Contract Date. Unless it has been agreed, confirmed in writing and signed by the Parties in accordance with clause 12.3, the *conditions of contract* limit the provisions for making changes to Contract Data to changing:

- the *Project Manager, Supervisor or Adjudicator*,
- *key people*,
- a Completion Date or a Key Date,
- Scope,
- the Prices,

- the Schedule of Partners or Partnering Information (if Option X12 is used),
- the Incentive Schedule (if Option X20 is used) and
- the Budget (if Option X23 is used).

In order to avoid lengthy entries for certain statements, it may be convenient to reference a separate document in the relevant Contract Data entry. For example, "The Scope is in Volume 2, entitled "Scope"".

In addition to the statements to be given in all contracts, the selected optional statements should be included, but the explanatory sentences printed in bold type and commencing 'If ' should be omitted, which are only for the guidance of compilers.

In Contract Data part two, the optional statements that apply are selected by the *Client*. For example, the statement regarding the *completion date* should be included only if the *Client* requires the *Contractor* to choose the *completion date*.

The tendered total of the Prices must be entered where Option A, B, C or D is used. This will be the figure transferred from the grand total of the *activity schedule* or *bill of quantities* as the case may be.

Contract Data is available, from NEC, in digital format and this can be used when preparing contracts.

2.2 CONTRACT DATA CHECKLIST

The checklist below follows the order in which entries appear in Contract Data. The purpose of each entry is defined followed by guidance and an example of the entry required.

Most optional entries have been completed with an example so that compilers can see what type of entry should be made if that Option is chosen. In reality only those entries relevant to the Options chosen should be completed. The example entries and data are imaginary and should not be taken as typical and certainly do not have the status of a recommendation. The entry examples are not necessarily consistent throughout.

A full worked example of Contract Data, based on main Option C, is given in Appendix 1.

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
CONTRACT DATA PART ONE – DATA PROVIDED BY THE CLIENT			
1 GENERAL			
The <i>conditions of contract</i> are the core clauses and the following clauses for the main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017.	Identifies what clauses form the <i>conditions of contract</i> .	State one main Option (A to F) and one dispute resolution Option (W1, W2 or W3). In addition state any of the secondary Options appropriate to the chosen contract strategy, ensuring that these are compatible with the stated main Option: <ul style="list-style-type: none"> X1 is used only with Options A, B, C and D X3 is used only with Options A and B X16 is not used with Option F X20 is not used with Option X12 Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on choosing main and secondary Options.	Main Option C Option for resolving the avoiding disputes W2 Secondary Options X2, X3, X4, X7, X13, X16 and Y(UK)2
The <i>works</i> are	Identifies the overall scope of works. The term is referenced throughout the <i>conditions of contract</i> .	Describe the <i>works</i> clearly but briefly. The description should enable the <i>works</i> to be identified but should not go into details; details will be included in the Scope. It may be helpful to include the location of the <i>works</i> if this is not clear from the description.	the construction of the Much Binding Bypass, including the design of the bridge crossing the River Binding
The <i>Client</i> is Name Address for communications Address for electronic communications	Identifies the <i>Client</i> .	State the <i>Client's</i> legal name. State the address to be used for communications, which may not be the <i>Client's</i> registered office address, including an email address if necessary. Refer to Volume 1: Establishing a Procurement and Contract Strategy for guidance on the role of the <i>Client</i> .	Name Greenwheat County Council Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB Address for electronic communications: themajor@greenwheatcc.com

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>Project Manager</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the person who will be the <i>Project Manager</i>.</p>	<p>State the name of the person who will be the <i>Project Manager</i>. State the address to be used for communications, including an email address if necessary.</p> <p>It is essential that the person chosen as <i>Project Manager</i> is sufficiently experienced in the type of work and has the time to carry out their duties effectively. They must also have sufficient authority to exercise the powers given to them under the contract.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on the role of the <i>Project Manager</i>.</p>	<p>Name Mr K Williams</p> <p>Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>Address for electronic communications: kwilliams@greenwheatcc.com</p>
<p>The <i>Supervisor</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the person who will be <i>Supervisor</i>.</p>	<p>State the name of the person who will be the <i>Supervisor</i>. State the address to be used for communications, which may not be <i>Supervisor's</i> registered office address, including an email address if necessary.</p> <p>It is essential that the person chosen as <i>Supervisor</i> is sufficiently experienced in the type of work and has the time to carry out their duties effectively. They must also have sufficient authority to exercise the powers given to them under the contract.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on the role of the <i>Supervisor</i>.</p>	<p>Name Mr H Paddick</p> <p>Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>Address for electronic communications: hpaddick@greenwheatcc.com</p>
<p>The Scope is in</p>	<p>Identifies the document(s) containing the Scope.</p>	<p>The Scope is defined in clause 11.2(16).</p> <p>Refer to Chapter 3 for further guidance on preparing the Scope.</p>	<p>sections S 100 to 2700 in Volume 2.</p>
<p>The Site Information is in</p>	<p>Identifies the document(s) containing the Site Information.</p>	<p>The Site Information is defined in clause 11.2(18) and is only used when assessing a physical conditions compensation event under clause 60.1(12).</p> <p>Refer to Chapter 4 for further guidance on preparing Site Information.</p>	<p>sections SI 100 to 600 in Volume 3.</p>
<p>The <i>boundaries of the site</i> are</p>	<p>The extent of the Site (clause 11.2(17)) is defined by reference to the <i>boundaries of the site</i>.</p>	<p>Typically it is easier to show the <i>boundaries of the site</i> on a drawing than define them in words; this might conveniently be included in Site Information.</p>	<p>shown on drawing SP 104 Revision C in section SI 105 in Volume 3.</p>
<p>The <i>language of the contract</i> is</p>	<p>Identifies the language of the contract.</p>	<p>State the language to be used in all communications.</p>	<p>English.</p>
<p>The <i>law of the contract</i> is the law of</p>	<p>Identifies the applicable law and jurisdiction.</p>	<p>It is possible for the law of one country to be applied in the courts of another. Thus the place of jurisdiction should be stated here as well as the law that is to apply to the contract.</p>	<p>England and Wales, subject to the jurisdiction of the courts of England and Wales.</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>period for reply</i> is except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for is The <i>period for reply</i> for is 	Identifies the default period of time within which the <i>Client, Contractor, Project Manager</i> and <i>Supervisor</i> reply to a communication unless one is stated in the relevant clause.	<p>The <i>period for reply</i> must be sufficient for the parties to respond, but should be sufficiently brief to maintain the principle of dealing with problems as or before they arise.</p> <p>In some circumstances it may be appropriate to specify more than one <i>period for reply</i>. For example, a response by the <i>Project Manager</i> to submissions of the <i>Contractor's</i> design may be different to the period for responding to other communications.</p>	<p>The <i>period for reply</i> is two weeks except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for accepting samples or test results is three weeks The <i>period for reply</i> for accepting particulars of design is four weeks
The following matters will be included in the Early Warning Register	Identifies the key risks which may affect the project	<p>The Early Warning Register develops one of the aims of the contract – that of encouraging good project management. It is a live document and will change during the progress of the work. It will not exist before the <i>starting date</i>.</p> <p>The <i>Client</i> lists here the risks that it requires to be included in the Early Warning Register. The Early Warning Register is used to record these matters and notified early warnings and manage them. The Early Warning Register is not Scope and does not allocate risk.</p> <p>This list alerts the <i>Contractor</i> to the risks, and encourages the <i>Project Manager</i> and the <i>Contractor</i> to discuss how best to avoid or minimise their effects.</p> <p>The Early Warning Register is not the same document as a project risk register used as part of a risk management process.</p>	1. The level of the River Binding exceeds 2.6m as measured at the weir at Little Binding
Early warning meetings are to be held at intervals no longer than	Identifies the frequency of early warning meetings	<p>The contract encourages the active management of risk through early warning. It is important that early warning matters are dealt with promptly on notification and in any case at regular intervals.</p> <p>The first early warning meeting is held within two weeks of the <i>starting date</i> and then at the intervals stated here. The frequency will depend on the nature and complexity of the <i>works</i> and the duration of the contract.</p> <p>The purpose of the meeting is for the <i>Contractor</i> and <i>Project Manager</i> (and any other people attending the meeting) to co-operate to ensure, as far as possible, that actions are taken and decisions made which avoid or mitigate the effects of identified risks on cost, quality and time. The period chosen should allow active input to risk management at the appropriate time.</p>	two weeks

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
2 THE CONTRACTOR'S MAIN RESPONSIBILITIES			
<p>If the Client has identified work which is set to meet a stated condition by a key date</p> <p>The <i>key dates</i> and <i>conditions</i> to be met are</p>	<p>Identifies the each <i>key date</i> and condition to be met by each <i>key date</i></p>	<p>An example of the use of Key Dates is where two or more contractors are employed to carry out work on the same project under separate contracts with a common client. The overall project programme will often require that the work being carried out by each of the contractors is dependent upon the actions of the others. The setting of Key Date(s) can be used to ensure that the Contractor completes a defined activity or part of the works (which of itself is not a Section) to a precise programmed timescale and to achieve a stated <i>condition</i>, so that the other contractors, or the Client, can proceed with their work in accordance with the overall project programme. A Key Date is different from a Sectional Completion Date (see Option X5) in that it does not require the completion of all of the work in a defined area of the site or the taking over of that area by the Client once achieved.</p> <p>The <i>condition</i> to be met needs to be clearly and objectively defined including any documentation, test or inspections that may be required to demonstrate the <i>condition</i> has been met.</p>	<p><i>condition</i> to be met: carriageway complete up to the top of sub-base between chainage 1000 and 1500 (to allow rising main to be installed by Others)</p> <p><i>key date</i>: 5 February 2018</p>
<p>If Option C, D, E or F is used</p> <p>The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than</p>	<p>Identifies the frequency of preparing forecasts of total Defined Cost for the whole of the works</p>	<p>In order to manage and control cost, the cost based main Options include a requirement for the Contractor to regularly prepare forecasts of the total Defined Cost of the whole of the works in consultation with Project Manager.</p> <p>Typically the frequency within which the Contractor submits these forecasts would align with the payment <i>assessment interval</i>.</p>	<p>five weeks</p>
3 TIME			
<p>The <i>starting date</i> is</p>	<p>Identifies <i>starting date</i></p>	<p>The <i>starting date</i> is the earliest date from which the Contractor starts Providing the Works. This may be a date before or on the same day as the earliest <i>access date</i>.</p> <p>It may not be possible to identify the <i>starting date</i> as a calendar date due to the uncertainties in the time it will take to complete the Contractor selection process. In that case the date can be fixed by stating the number of days after the Contract Date.</p>	<p>3 October 2017</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The <i>access dates</i> are part of the Site date	Identifies the <i>access date(s)</i> for the Site	<p>The <i>access date</i> is the earliest date from which the <i>Contractor</i> can start work on the Site. The <i>Contractor</i> can identify a later date from which he plans to access the Site on the programme.</p> <p>It may not be possible for the <i>Client</i> to give the <i>Contractor</i> access to the whole Site on the same date. If necessary, more than one date can be identified for different parts of the Site from when the <i>Contractor</i> can access each part.</p> <p>It may not be possible to identify the <i>access date(s)</i> as a calendar date(s) due to the uncertainties in the time it will take to complete the <i>Contractor</i> selection process. In that case the date(s) can be fixed by stating the number of days after the <i>starting date</i>.</p>	<p>All areas west of the River Binding, 3 October 2017</p> <p>Remainder of the Site, 31 October 2017</p>
The <i>Contractor</i> submits revised programmes at intervals no longer than	Identifies the frequency for submitting revised programmes	<p>The contract encourages the active management of progress using the programme. It is important that the programme is regularly updated so that progress can be monitored, the <i>Project Manager</i> and <i>Supervisor</i> know what is expected to happen and are prepared for it and the affects of compensation events can be more accurately assessed. The <i>Contractor</i> may update the programme, in accordance with clause 32.1, when it chooses but as a minimum it must update at the interval stated here.</p> <p>The frequency will depend on the nature and complexity of the <i>works</i> and the duration of the contract. Typically this might be on a monthly basis.</p> <p>In deciding the frequency, where applicable, consider aligning it with the frequency of early warning meetings, payment assessments, the forecasting of Defined Cost and the <i>Client's</i> routine reporting periods.</p>	five weeks
<p>If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>works</i>.</p> <p>The <i>completion date</i> for the whole of the <i>works</i> is</p>	Identifies the <i>completion date</i> for the whole of the <i>works</i>	<p>For many contracts the <i>completion date</i> for the whole of the <i>works</i> is decided by the <i>Client</i>. Alternatively, the <i>Client</i> may wish the <i>Contractor</i> to propose the <i>completion date</i> in which case this entry is not used.</p> <p>It may not be possible to identify the <i>completion date</i> as a calendar date due to the uncertainties in the time it will take to complete the <i>Contractor</i> selection process. Consequently, the date can be fixed by stating the number of days after the <i>starting date</i>.</p>	15 October 2018

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>Taking over the works before the Completion Date</p> <p>The <i>Client</i> is / is not willing to take over the works before the Completion Date</p>	Identifies whether the <i>Client</i> is willing to take over before the <i>completion date</i> for the whole of the <i>works</i>	<p>The liability for loss of or damage to the <i>works</i> transfers from the <i>Contractor</i> to the <i>Client</i> at take over, not Completion.</p> <p>Typically the <i>Client</i> will want to take over the works at the earliest opportunity. However, there maybe circumstances where, if the <i>Contractor</i> achieves Completion before the Completion Date, the <i>Client</i> cannot take over the <i>works</i>.</p> <p>Unless the <i>Client</i> states here that he is not willing to take over the <i>works</i> prior to the Completion Date, the default (clause 35.1) is for the <i>Client</i> to take over the <i>works</i> within two weeks of Completion.</p>	The <i>Client</i> is not willing to take over the <i>works</i> before the Completion Date
<p>If no programme is identified in part two of the Contract Data.</p> <p>The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is</p>	Identifies the period within which the <i>Contractor</i> is required to submit a first programme for acceptance if none is identified in the Contract Data.	<p>Often the <i>Client</i> will require the <i>Contractor</i> to provide a programme as part of its selection proposal, in which case it will be identified in Contract Data part two.</p> <p>Alternatively the <i>Client</i> may not require the <i>Contractor</i> to provide a programme as part of the selection process. Where this is the case no programme will have been identified in part two of Contract Data, so the period within which the first programme is required to be submitted for acceptance in accordance with clause 3.1.2 is stated here. The period should not be too long due to the importance of the programme.</p> <p>The programme is not Scope and does not specify what is required, rather how it will be provided.</p>	four weeks
4 QUALITY MANAGEMENT			
The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	Identifies the period within which the <i>Contractor</i> submits a quality policy statement and quality plan	<p>State the period within which the <i>Contractor</i> submits a quality policy statement and quality plan for acceptance in accordance with clause 40.2.</p> <p>In preparing its statement and plan, the <i>Contractor</i> may need time, following the Contract Date, to review the requirements of the Scope and establish their approach to Providing the Works. The period should not be too long due to the importance of these documents.</p>	four weeks
The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	Identifies the period within which the <i>Contractor</i> is required to correct Defects	There is only one <i>defects date</i> , even if Option X5 is used. The period starts from Completion of the whole of the <i>works</i> , i.e. the last section of work that may be identified in X5.	52 weeks



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>defect correction period</i> is except that</p> <ul style="list-style-type: none"> The <i>defect correction period</i> for is The <i>defect correction period</i> for is 	<p>Identifies the <i>defect correction period(s)</i></p>	<p>Before Completion, the requirement to correct a Defect depends upon:</p> <ul style="list-style-type: none"> the main Option chosen, the requirements for Completion stated in the Scope and whether the Defect prevents the <i>Client</i> from using the works or Others doing their work. <p>After Completion, the <i>Contractor</i> corrects any remaining notified Defects or newly notified Defects before the end of the relevant <i>defect correction period</i>.</p> <p>Different periods can be identified and when deciding the length of each period consideration should be given to:</p> <ul style="list-style-type: none"> the type of Defects likely to be outstanding after Completion and the time needed for their correction, the urgency of the <i>Client's</i> need for their correction and the ease with which access can be given to correct them. <p>The <i>defect correction period</i> starts from the later of when the Defect is notified by the <i>Supervisor</i> and when the access is arranged by the <i>Project Manager</i>.</p> <p>The <i>defect correction period</i> only affects the timing of when Defects are corrected after Completion. It is not the same thing, as is often described in other forms of contract, as the defect liability period. The <i>defect correction period</i> is not the period of time between Completion of the whole of the works and the <i>defect date</i>.</p>	<p>The <i>defect correction period</i> is three weeks except that</p> <ul style="list-style-type: none"> The <i>defect correction period</i> for Plant in the School Underpass is twelve weeks
5 PAYMENT			
<p>The <i>currency of the contract</i> is the</p>	<p>Identifies the currency of the contract</p>	<p>State the currency in which the amount due for payment is assessed in.</p> <p>If Option X3 (Multiple currencies) is used, some payments will be made in the other currencies stated.</p>	<p>pound sterling</p>
<p>The <i>assessment interval</i> is</p>	<p>Identifies the frequency of assessing the amount due to the <i>Contractor</i></p>	<p>This entry establishes the frequency of assessing the amount due, not the period within which payment is made. To provide a reasonable cash flow for the <i>Contractor</i>, typically the frequency will be based on a calendar month.</p>	<p>monthly</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY																				
<p>The <i>interest rate</i> is % per annum (not less than 2) above the rate of the bank</p>	Identifies the interest rate used for late or corrected payments	<p>The interest rate stated should be a commercial rate based on a reliable rate applicable to the jurisdiction in which the work is to be done. Local legislation may constrain what interest rate can be stated.</p> <p>The <i>Client</i> should select a bank to reflect the <i>currency of the contract</i>, not necessarily the country where the work is to be done.</p> <p>For example, in the UK a 'high street' bank is sometimes used, but they effectively shadow the Bank of England's base rate.</p>	The <i>interest rate</i> is 5 % per annum above the base rate of the Bank of England																				
<p>If the period in which payments are made is not three weeks and Y(UK)2 is not used</p> <p>The period within which payments are made is</p>	Identifies the period within which payment is made if Y(UK)2 is not used	<p>State the period from the <i>assessment date</i> within which payment is to be made, if the default period of three weeks is not going to be used.</p> <p>If the period is being changed, consider:</p> <ul style="list-style-type: none"> the effect on the cash flow of the <i>Contractor</i> and its supply chain, how quickly the <i>Project Manager</i> can certify the payment, whether the <i>Client</i> requires an invoice and the <i>Client's</i> ability to then process the payment. 	28 days																				
<p>If Option C or D is used</p> <p>The <i>Contractor's</i> share percentages and the <i>share ranges</i> are</p> <table border="0"> <tr> <td><i>share range</i></td> <td><i>Contractor's share percentage</i></td> </tr> <tr> <td>less than %</td> <td>%</td> </tr> <tr> <td>from % to %</td> <td>%</td> </tr> <tr> <td>from % to %</td> <td>%</td> </tr> <tr> <td>greater than %</td> <td>%</td> </tr> </table>	<i>share range</i>	<i>Contractor's share percentage</i>	less than %	%	from % to %	%	from % to %	%	greater than %	%	Identifies the <i>share ranges</i> and <i>Contractor's share percentages</i> that apply to each	<p>The purpose of the <i>Contractor's</i> share is to encourage effective management control of the final Price for Work Done to Date (PWDD) relative to the "target" or more precisely, the final total of the Prices (adjusted for any changes to the Prices including, for example, compensation events and for Option D, re-measurement).</p> <p>The <i>Contractor</i> receives a share of any saving or pays a share of any excess when the final PWDD is compared to the target</p> <p>The <i>Client</i> typically varies the size of the <i>Contractor's</i> share depending on the extent of the saving below or the excess above the target by stating different percentages for each <i>share range</i> identified. This provides the mechanism for calculating the <i>Contractor's</i> overall share.</p> <p>Each range is defined by levels of the ratio PWDD/Prices expressed as a percentage. The <i>Client</i> decides the <i>Contractor's share percentage</i> for each range to give the appropriate motivation to suit the objectives of the contract.</p>	<table border="0"> <tr> <td><i>share range</i></td> <td><i>Contractor's share percentage</i></td> </tr> <tr> <td>less than 80%</td> <td>40%</td> </tr> <tr> <td>from 80% to 90%</td> <td>25%</td> </tr> <tr> <td>from 90% to 110%</td> <td>15%</td> </tr> <tr> <td>greater than 110%</td> <td>25%</td> </tr> </table>	<i>share range</i>	<i>Contractor's share percentage</i>	less than 80%	40%	from 80% to 90%	25%	from 90% to 110%	15%	greater than 110%	25%
<i>share range</i>	<i>Contractor's share percentage</i>																						
less than %	%																						
from % to %	%																						
from % to %	%																						
greater than %	%																						
<i>share range</i>	<i>Contractor's share percentage</i>																						
less than 80%	40%																						
from 80% to 90%	25%																						
from 90% to 110%	15%																						
greater than 110%	25%																						
<p>If Option C, D, E or F is used</p> <p>The <i>exchange rates</i> are those published in..... on.....(date)</p>	Identifies the publication containing the exchange rates to be used in clause 50.7 (Option C and D) and 50.8 (Option E and F).	State the publication and its date containing the <i>exchange rates</i> to be used.	Financial Times on 24 August 2017																				

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
6 COMPENSATION EVENTS			
The place where weather is to be recorded is	Identifies where the weather is to be recorded for the assessment of a compensation event (clause 60.1(13))	State the place where the <i>weather measurements</i> are to be recorded. This should ideally be close to the Site in order that the measurements reflect the actual weather conditions on Site. For consistency, if possible the <i>weather data</i> and <i>weather measurements</i> should be recorded at the same place and by the same organisation.	Lyneham, Wiltshire
The <i>weather measurements</i> to be recorded for each calendar month are <ul style="list-style-type: none"> the cumulative rainfall (mm) the number of days with rainfall more than 5 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at.....hours GMT, and these measurements:	Identifies the additional weather measurements to be recorded	Additional weather measurements should suit the risks associated with the <i>works</i> . For example, for a project dependent upon tower cranes it may be appropriate to include the number of days that wind speeds exceed a critical level (i.e. the maximum wind speed at which a tower crane can operate). It is important to add weather measurements that can be readily and regularly recorded. Only the larger sites are likely to install their own weather station. the risk of any unstated additional measurement is carried by the <i>Contractor</i> . State the time of day when snow is lying on the ground.	The <i>weather measurements</i> to be recorded for each calendar month are <ul style="list-style-type: none"> the cumulative rainfall (mm) the number of days with rainfall more than 5 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 0900 hours GMT, and these measurements: number of days with wind speed exceeding 25 knots for more than 3 hours
The <i>weather measurements</i> are supplied by	Identifies which organisation will supply <i>weather measurements</i>	State the organization, and their address, who supplies the <i>weather measurements</i> . Several organisations, both international and UK based can provide advice and information about the availability of recorded weather data and locations of weather stations. Typically there is a charge for providing data. The contract makes no recommendations about who should pay, but it is suggested that the <i>Client</i> should obtain the <i>weather data</i> and the <i>Contractor</i> obtain the <i>weather measurements</i> .	Weather Data Ltd, Building Consultancy Group, Johnson House, London Road, Bracknell, Berkshire, RG12 2SY
The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at.....and which are available from.....	Identifies where the <i>weather data</i> are recorded at and which organization will supply the <i>weather data</i>	State the place where the <i>weather data</i> was recorded. This should ideally be close to the Site in order that the data reflects the past weather conditions on Site. For consistency, in most circumstances the <i>weather data</i> and <i>weather measurements</i> should be recorded at the same place and by the same organisation. State the organisation, and its address, who supplies the <i>weather data</i> . Check it has sufficient data for a one in ten year return period.	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at Lyneham, Wiltshire and which are available from Weather Data Ltd, Building Consultancy Group, Johnson House, London Road, Bracknell, Berkshire, RG12 2SY

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>Where no recorded data are available</p> <p>Assumed values for the ten year weather return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are</p>	<p>Identifies assumed values for the ten year return period</p>	<p>This section is only used if there is no suitable <i>weather data</i> – for example when there is no weather station located near to the Site or the <i>weather data</i> does not provide a one in ten year return period.</p> <p>Several organisations, both international and UK based can provide advice and information about the availability of recorded weather data and locations of weather stations that relate to any particular site. In many cases, measurements taken at a neighbouring weather station will be sufficiently representative of the weather on the Site.</p> <p>Where minimal data is available, it may still be possible, with the advice of the appropriate weather authority, to agree limiting values approximating to the ‘once in ten years’ average. This would provide an adequate basis for an adverse weather compensation event.</p>	<p>in the document in Volume 4.</p>
<p>If Option A or B is used</p> <p>The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is</p>	<p>Identifies the <i>value engineering percentage</i> used in clause 63.12</p>	<p>The <i>value engineering percentage</i> should be set at a level to encourage the <i>Contractor</i> to propose changes (clause 16.1) to reduce the Prices for Providing the Works.</p> <p>A low <i>value engineering percentage</i> favours the <i>Contractor</i>.</p> <p>The Prices only reduce by the amount calculated by applying this percentage to the assessed value of the compensation event.</p> <p>A low percentage results in a smaller reduction being applied to the Prices, relative to the assessed saving in cost. This creates a proportionately greater margin for the <i>Contractor</i> between their cost and the Prices.</p>	<p>40%</p>
<p>If Option B or D is used</p> <p>The <i>method of measurement</i> is</p>	<p>Identifies the <i>method of measurement</i> used in Option B or D</p>	<p>Define the <i>method of measurement</i> and any relevant amendments and departures from the measurement rules.</p>	<p>The Civil Engineering Method of Measurement 4th Edition</p>
<p>If there are additional compensation events</p> <p>These are additional compensation events</p>	<p>Identifies additional compensation events under clause 60.1(21)</p>	<p>Due to the nature of the <i>works</i>, it may be necessary for the <i>Client</i> to identify additional compensation events.</p> <p>Additional compensation events should be carefully drafted in the same style as the <i>conditions of contract</i>, using the same defined terms and other terminology. They should be carefully checked for consistency with the other conditions and any additional <i>Client</i> liabilities identified in Contract Data part one (as these are a compensation event under clause 60.1(14)).</p> <p>The event must be described precisely and should exclude how the compensation event is assessed.</p>	<p>1) The Contractor encounters asbestos within the Site.</p>

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
8 LIABILITIES AND INSURANCE			
<p>If there are additional Client's liabilities</p> <p>These are additional <i>Client's</i> liabilities</p> <p>1)</p>	Identifies additional <i>Client</i> liabilities	<p>Due to the nature of the <i>works</i>, it may be necessary for the <i>Client</i> to identify additional liabilities. Examples may include an act of terrorism or the effects of a volcanic ash cloud.</p> <p>Additional liabilities should be objectively drafted in the same style as the <i>conditions of contract</i> and where applicable using the same defined terms and other terminology. They should be carefully checked for consistency with the other conditions including compensation events (clause 60.1) and clause 80.1.</p> <p>If an event occurs which is a <i>Client</i> liability it is also a compensation event (clause 60.1(14)).</p>	1) Claims and proceedings by Others which result from contamination of the River Binding
The minimum amount of cover for insurance against loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> Providing the Works for any one event is	Identifies the minimum amount of cover for insurance against loss of or damage to property	Unless the <i>Client</i> has its own insurance department or access to insurance specialists, it is sensible to get advice on the figure to be stated here.	£2,000,000
The minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with the contract for any one event is	Identifies the minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Contractor</i>		£10,000,000
<p>If the Client is to provide Plant and Materials</p> <p>The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the <i>Client</i> for an amount of</p>	Identifies the replacement value of Plant and Material provided by the <i>Client</i>	State the replacement value of any Plant and Materials provided by the <i>Client</i> .	£25,000

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If the Client is to provide any of the insurances stated in the Insurance Table</p> <p>The Client provides these insurances from the Insurance Table</p> <p>(1) Insurance against Minimum amount of cover is</p> <p>The deductibles are</p>	<p>Identifies which insurances from the Insurance Table are provided by the Client</p>	<p>Typically the Contractor provides the four insurances stated in the Insurance Table. Sometimes it may be better value for the Client to provide one or more of these insurances or because the Client is already providing the insurance.</p> <p>For example, if the works are in an existing property owned by the Client, the existing property insurance may cover against loss of or damage to the works, Plant and Material.</p> <p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on whether the Client should provide any of the insurances stated in the Insurance Table.</p>	<p>(1) Insurance for loss of or damage to the works, Plant and Materials</p> <p>(2) Minimum amount of cover is £6,000,000</p> <p>(3) The deductibles are £40,000</p>
<p>If additional insurances are to be provided</p> <p>The Client provides these additional insurances</p> <p>(1) Insurance against Minimum amount of cover is</p> <p>The deductibles are</p>	<p>Identifies any additional insurances to be provided by the Client</p>	<p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on what additional insurances, if any, are necessary to suit the works to be done.</p>	
<p>If additional insurances are to be provided</p> <p>The Contractor provides these additional insurances</p> <p>(1) Insurance against Minimum amount of cover is</p> <p>The deductibles are</p>	<p>Identifies any additional insurances to be provided by the Contractor</p>	<p>It may be necessary for the Contractor to provide additional insurances, for example product liability insurance.</p> <p>Note that, if Option X15 is used, there is a requirement for the Contractor to provide insurance for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the works (i.e. professional indemnity insurance).</p> <p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on what additional insurances, if any, are necessary to suit the works to be done.</p>	
RESOLVING AND AVOIDING DISPUTES			
<p>The tribunal is</p>	<p>Identifies the tribunal.</p>	<p>Unless the local jurisdiction has alternatives, the choice is between arbitration and litigation.</p>	<p>arbitration.</p>
<p>If the tribunal is arbitration</p> <p>The arbitration procedure is</p>	<p>Identifies the arbitration procedure</p>	<p>State the arbitration procedure.</p> <p>Check that this is the latest version of the procedure.</p>	<p>The latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed</p>
<p>If the tribunal is arbitration</p> <p>The place where arbitration is to be held is</p>	<p>Identifies the place the arbitration is to be held</p>	<p>States the place where arbitration is to be held.</p>	<p>London</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If the tribunal is arbitration</p> <p>The person or organisation who will choose an <i>arbitrator</i> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is</p>	Identifies the person or organisation who will choose an arbitrator	State the person or organisation who will choose an <i>arbitrator</i> .	the Institution of Civil Engineers
<p>If W1 or W2 is used</p> <p>The <i>Senior Representatives</i> of the <i>Client</i> are</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	Identifies the people who will be the <i>Senior Representatives</i> of the <i>Client</i> .	<p>State the name of the person(s) who will be the <i>Senior Representative(s)</i>. State the address to be used for communications, which may not be <i>Senior Representatives</i> registered office address, including an email address if necessary.</p> <p>It is essential that the person(s) chosen as <i>Senior Representative(s)</i> has the authority to agree a resolution on behalf of the <i>Client</i>.</p> <p>There is no maximum or minimum number of <i>Senior Representatives</i>. It is up to the Parties to decide this and complete the entries in Contract Data part one and two accordingly.</p> <p><i>Senior Representatives</i> should not be involved in the day to day management of the <i>works</i> so the <i>Project Manager, Supervisor or Contractor's key people</i> should not be identified.</p> <p>'<i>Senior Representatives</i>' is not a defined term. Much like <i>Project Manager, Supervisor and Adjudicator</i>, it is necessary to look at the <i>conditions of contract</i> to understand their power, duties and responsibilities.</p> <p><i>Senior Representatives</i> may adopt any procedure they choose including:</p> <ul style="list-style-type: none"> • negotiate in person at meetings, • employ processes like mediation or conciliation or • involve an expert third party to seek their opinion. <p>The initial three week period is aimed at giving the Parties a chance of avoiding formal dispute resolution, starting with adjudication, in an attempt to resolve differences as quickly, cost effectively and amicably as they are able to.</p>	<p>The <i>Senior Representative</i> is</p> <p>Name Mr Ivor Decision</p> <p>Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>Address for electronic communications: Iddecision@greenwheatcc.com</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If W1 or W2 is used</p> <p>The <i>Adjudicator</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the person who will be <i>Adjudicator</i>, if the Option W1 or W2 are used.</p>	<p>It is important that both Parties have full confidence in the <i>Adjudicator's</i> impartiality, and for that reason it is preferable that the appointment is mutually agreed. There are a number of ways of doing this:</p> <ul style="list-style-type: none"> • Normally the <i>Client</i> would nominate an individual for agreement by the <i>Contractor</i>, and confirm their appointment in awarding the contract. • Alternatively, the <i>Client</i> would identify a number of individuals from which the <i>Contractor</i> decides the appointment of one in awarding the contract. • The Parties delay selecting the <i>Adjudicator</i> until a dispute has arisen, although this frequently results in a disagreement over who should be the <i>Adjudicator</i>. <p>The selection of an adjudicator is important, and it should be recognised that a failure to agree an adjudicator means that the <i>Adjudicator nominating body</i> will make the selection without consulting the Parties.</p> <p>State the name of the <i>Adjudicator</i> and the address to be used for communications, including an email address if necessary. Care should be taken when choosing the adjudicator to ensure it has relevant qualifications and experience in the type of work included in the contract and is able to understand the viewpoint of both Parties.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on the role of the <i>Adjudicator</i>.</p>	<p>Name Mr I Judge</p> <p>Address for communications Test House, Michelmersh, Hampshire</p> <p>Address for electronic communications: ijudge@testhouse.com</p>
<p>If W1 or W2 is used</p> <p>The <i>Adjudicator nominating body</i> is</p>	<p>Identifies the body that will choose the adjudicator, if either Option W1 or W2 are used.</p>	<p>A nominating body is required in case the Parties are unable to jointly agree an adjudicator. This entry identifies the person or organisation who will, in that case, choose an adjudicator. Check that the nominating body can choose an adjudicator within 7 days (Option W1) or 4 days (Option W2).</p> <p>The nominating body should also be able to choose an adjudicator who can act on a dispute in the local jurisdiction.</p> <p>Several organisations, both international and UK based maintain list of people who can act as an adjudicator. The Institution of Civil Engineers maintains a list of suitably qualified and experienced people to act as adjudicators. Several other institutions maintain similar lists.</p>	<p>the Institution of Civil Engineers.</p>

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY																												
<p>If Option W3 is used</p> <p>The <i>Client's</i> nomination for the Dispute Avoidance Board is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	Identifies the names and qualifications of the <i>Dispute Avoidance Board</i> members	<p>The <i>Dispute Avoidance Board</i> would normally consist of either one or three members. If one member, the <i>Client</i> would normally nominate an individual for agreement by the <i>Contractor</i>, and confirm their appointment after the award of the contract. If three members, it is normal practice for the <i>Client</i> to nominate one member, the <i>Contractor</i> a second and the two members jointly identify a third. However, other methods of appointment may be used, and the entry should be changed to suit the chosen method of appointment.</p> <p>Note that the board members must have appropriate expertise and knowledge of the contract.</p>	<p>Name Mr I Decide</p> <p>Address for communications Stonechamber, Northerndon, Surrey</p> <p>Address for electronic communications: idecide@imakedecisions.co.uk</p>																												
<p>If Option W3 is used</p> <p>The Dispute Avoidance Board visits the Site at intervals no longer than.....months</p>	Identifies the frequency of Site visits	It is normal practice for the members of the <i>Dispute Avoidance Board</i> to visit the site periodically to inspect the works and to become aware of or assist in resolving any issues which arise between the Parties. The <i>Client</i> determines the frequency of visits and states this here.	three																												
<p>If Option W3 is used</p> <p>The Dispute Avoidance Board nominating body is</p>	Identifies <i>Dispute Avoidance Board</i> nominating body	A nominating body is required in case the parties are unable to agree to a member of the <i>Dispute Avoidance Board</i> . This entry identifies the person or organisation who will, in that case, choose a member or replacement member of the <i>Dispute Avoidance Board</i> .	the Institution of Civil Engineers.																												
X1: PRICE ADJUSTMENT FOR INFLATION (USED ONLY WITH OPTIONS A, B, C AND D)																															
<p>The proportions used to calculate the Price Adjustment Factor are</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to the index for</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td></td> </tr> <tr> <td>0.</td> <td></td> </tr> <tr> <td>0.</td> <td></td> </tr> <tr> <td>0.</td> <td>non-adjustable</td> </tr> <tr> <td>1.00</td> <td></td> </tr> </tbody> </table>	proportion	linked to the index for	0.		0.		0.		0.	non-adjustable	1.00		Identifies the proportions used to calculate the Price Adjustment factor	<p>State the proportions of the total value of the works linked to the index for each category which is used to calculate the Price Adjustment factor.</p> <p>This may be divided into different costs and/or different indices may apply. Allowance is made for a non-adjustable portion which represents the portion for which the <i>Contractor</i> carries the risk of inflation.</p> <p>The total of the proportions should be one.</p>	<table border="1"> <tbody> <tr> <td>0.25</td> <td>Labour and supervision</td> </tr> <tr> <td>0.30</td> <td>Plant and road vehicles</td> </tr> <tr> <td>0.10</td> <td>Ready mixed concrete</td> </tr> <tr> <td>0.15</td> <td>Coated macadam and bituminous products</td> </tr> <tr> <td>0.05</td> <td>DERV fuel</td> </tr> <tr> <td>0.05</td> <td>steel for reinforcement</td> </tr> <tr> <td>0.10</td> <td>Non-adjustable</td> </tr> <tr> <td>1.00</td> <td></td> </tr> </tbody> </table>	0.25	Labour and supervision	0.30	Plant and road vehicles	0.10	Ready mixed concrete	0.15	Coated macadam and bituminous products	0.05	DERV fuel	0.05	steel for reinforcement	0.10	Non-adjustable	1.00	
proportion	linked to the index for																														
0.																															
0.																															
0.																															
0.	non-adjustable																														
1.00																															
0.25	Labour and supervision																														
0.30	Plant and road vehicles																														
0.10	Ready mixed concrete																														
0.15	Coated macadam and bituminous products																														
0.05	DERV fuel																														
0.05	steel for reinforcement																														
0.10	Non-adjustable																														
1.00																															
The <i>base date</i> for indices is	Identifies the <i>base date</i> for the indices	State the <i>base date</i> for the indices. Typically this will be the date the <i>Contractor</i> submitted its proposal for its selection or just before it.	1 August 2017																												
These indices are	Identifies the organisation who prepare the indices	State which indices are to be used and the organisation who prepares them.	the 1990 Series Civil Engineering Formulae Indices prepared by BCIS online																												

CHAPTER 1
 CHAPTER 2
 CHAPTER 3
 CHAPTER 4
 CHAPTER 5
 CHAPTER 6
 CHAPTER 7
 APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X3: MULTIPLE CURRENCIES (USED ONLY WITH OPTIONS A AND B)			
<p>The <i>Client</i> will pay for the items or activities listed below in the currencies stated:</p> <p>items and activities</p> <p>other currency</p> <p>total maximum payment in the currency</p>	<p>Identifies the items or activities to be paid in the other currency and the total maximum payment in the currency</p>	<p>The <i>Client</i> can choose to carry the risk of <i>exchange rate</i> changes for the items or activities. If so, the items or activities, which are to be paid in a currency other than the <i>currency of this contract</i>, need to be clearly defined here.</p> <p>The other currency and total maximum payment in that currency should also be stated. In deciding the total maximum payment consider the effect of additional payments due to compensation events.</p>	<p>items and activities: provision of pump to underpass</p> <p>other currency: Euro,</p> <p>total maximum payment in the currency: 20,000 Euro</p>
<p>The <i>exchange rates</i> are those published in..... on.....(date)</p>	<p>Identifies the publication containing the exchange rates to be used in clause X3.1</p>	<p>State the publication and its date containing the <i>exchange rates</i> to be used. The <i>Client</i> carries the risk of any changes in the <i>exchange rate</i> after this date.</p>	<p>Financial Times on 24 August 2017</p>
X5: SECTIONAL COMPLETION			
<p>The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:</p> <p><i>section</i></p> <p>description</p> <p><i>completion date</i></p>	<p>Identifies the description of each <i>section</i> of the <i>works</i> and its <i>completion date</i></p>	<p>This entry is completed only if X5 is being used without X6 or X7.</p> <p>The <i>section</i> description should clearly define the scope and extent of each <i>section</i>. If necessary refer to a drawing in the Scope.</p> <p>The Scope must state clearly and unambiguously what work is to be done before Completion of each <i>section</i>.</p>	<p><i>section</i> 1.</p> <p>description Western Roundabout</p> <p><i>completion date</i> 5 June 2018</p>
X6: BONUS FOR EARLY COMPLETION			
<p>If Option X6 is used without Option X5</p> <p>The bonus for the whole of the <i>works</i> is per day</p>	<p>Identifies the amount per day to be paid by the <i>Client</i></p>	<p>This entry is completed only if X6 is being used without X5.</p> <p>State the amount per day from Completion or take over until the Completion Date that the <i>Client</i> pays the <i>Contractor</i>.</p>	<p>The bonus for the whole of the <i>works</i> is £500 per day</p>
<p>If Option X6 is used with Option X5</p> <p>The bonus for each <i>section</i> of the <i>works</i> is:</p> <p><i>section</i></p> <p>description</p> <p>amount per day</p> <p>The bonus for the remainder of the <i>works</i> is</p>	<p>Identifies each <i>section</i> and the amount per day to be paid by the <i>Client</i></p>	<p>This entry is completed when X5 and X6 are used together. If X5, X6 and X7 are being used together, this entry and the one below are both completed. The description of the section should be same for both entries.</p> <p>The <i>section</i> description should clearly define the scope and extent of each <i>section</i> and be consistent with the description in X5.</p> <p>State the amount per day for early Completion or take over that the <i>Client</i> pays the <i>Contractor</i>.</p>	<p><i>section</i> 1.</p> <p>description Western Roundabout</p> <p>amount per day £250</p> <p>Remainder of the <i>works</i> £500 per day</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X7: DELAY DAMAGES			
<p>If Option X7 is used without Option X5</p> <p>Delay damages for Completion of the whole of the <i>works</i> are per day</p>	Identifies the amount per day to be paid by the <i>Contractor</i>	<p>This entry is completed only if X7 is being used without X5.</p> <p>State the amount per day from the Completion Date until Completion is achieved that the <i>Contractor</i> pays the <i>Client</i>.</p> <p>Typically the delay damages reflect the likely costs the <i>Client</i> will incur. When determining the amount to be stated, any requirements of the local jurisdiction should be followed.</p>	£620
<p>If Option X7 is used with Option X5</p> <p>Delay damages for each <i>section</i> of the <i>works</i> are:</p> <p><i>section</i></p> <p>description</p> <p>amount per day</p> <p>The delay damages for the remainder of the <i>works</i> are</p>	Identifies each <i>section</i> and the amount per day to be paid by the <i>Contractor</i>	<p>This entry is completed when X5 and X7 are used together. If X5, X6 and X7 are being used together, this entry and the one above are both completed. The description of the <i>section</i> should be same for both entries.</p> <p>The <i>section</i> description should clearly define the scope and extent of each <i>section</i> and be consistent with the description in X5.</p> <p>State the amount per day from the Completion Date that the <i>Contractor</i> pays the <i>Client</i>.</p> <p>When determining the amount to be stated, any requirements of the local jurisdiction should be followed.</p>	<p><i>section</i> 1.</p> <p>description Western Roundabout</p> <p>amount per day £400</p> <p>Remainder of the <i>works</i></p> <p>£620 per day</p>
X8: UNDERTAKINGS TO THE CLIENT OR OTHERS			
The <i>undertakings to Others</i> are provided to	Identifies who the <i>undertakings to Others</i> are provided to	<p>State the organisation the <i>undertakings to Others</i> are provided to.</p> <p>The form of the <i>undertakings to Others</i> is set out in the Scope.</p>	provided to Highways England
The <i>Subcontractor undertakings to Others</i> are:	Identifies the <i>works</i> which are covered by the <i>undertakings</i> and who they are provided to	<p>Describe clearly the <i>works</i> covered by the <i>Subcontractor undertakings to Others</i> and state the organisation it is provided to.</p> <p>The form of the <i>Subcontractor undertakings to Others</i> is set out in the Scope.</p>	work design of the bridge crossing the River Binding
The <i>Subcontractor undertakings to the Client</i> are:	Identifies the <i>works</i> which are covered by the <i>undertakings</i>	<p>Describe clearly the <i>works</i> covered by the <i>Subcontractor undertakings to the Client</i>.</p> <p>The form of the <i>Subcontractor undertakings to the Client</i> is set out in the Scope.</p>	work design of the bridge crossing the River Binding

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X10: INFORMATION MODELLING			
<p>If no information execution plan is identified in part two of the Contract Data</p> <p>The period after the Contract Date within which the Contractor is to submit a first Information Execution Plan for acceptance is</p>	<p>Identifies the period within which the Contractor is required to submit an Information Execution Plan for acceptance if none is identified in the Contract Data.</p>	<p>Often the Client will require the Contractor to provide an Information Execution Plan as part of its selection proposal, in which case it will be identified in Contract Data part two.</p> <p>Alternatively the Client may not require the Contractor to provide the Information Execution Plan as part of the selection process. Where this is the case no Information Execution Plan will have been identified in part two of Contract Data, so the period within which a first Information Execution Plan is required to be submitted for acceptance in accordance with clause X10.4(2) is stated here. The period should not be too long due to the importance of the Information Execution Plan.</p> <p>The Information Execution Plan sets out how the Contractor will deliver the Information Model Requirements stated in the Scope. It is not Scope and does not specify what is required.</p>	<p>two weeks</p>
<p>The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim</p>	<p>Identifies the minimum amount of insurance cover</p>	<p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on the figure to be stated here for insurance cover for failure to use the skill and care normally used by professionals providing information similar to the Project Information, i.e. professional indemnity insurance. (clause X10.7(3)).</p>	<p>£6,000,000</p>
<p>The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is</p>	<p>Identifies the period for which the Contractor maintains insurance</p>	<p>Unlike all other insurances, which provide cover for events from the starting date until the Defects Certificate or a termination certificate has been issued, the period for which professional indemnity insurance provides cover is flexible and is stated here.</p> <p>Typically the period will be the same as the period for which the Contractor remains liable for any matter under the contract (Refer to X18 section of Contract Data for further guidance).</p>	<p>12 years</p>
X12: MULTIPARTY COLLABORATION (NOT USED WITH OPTION X20)			
<p>The Promoter is</p>	<p>Identifies the Promoter</p>	<p>The Promoter is the Party for whom the project(s) is being carried out. Typically the Promoter will be the Client.</p> <p>State the name of the organisation who will be the Promoter. State the address to be used for communications, which may not be Promoter's registered office address, including an email address if necessary.</p>	<p>Greenwheat County Council</p> <p>County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>themajor@greenwheatcc.com</p>

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The Schedule of Partners is in	Identifies the document containing the Schedule of Partners	<p>The Partners are incentivised, through the use of Key Performance Indicators (KPIs), to contribute to achieving the <i>Promoter's</i> objective. There can be more than one KPI for each Partner. Typically the same KPIs will apply to all Partners.</p> <p>The Schedule of Partners should identify the:</p> <ul style="list-style-type: none"> • name of Partner, • representative's address and contact details, • contribution and objective, • joining date, • leaving date and • for each KPI: <ul style="list-style-type: none"> – performance indicator, – target, – measurement arrangement and – amount of payment if the target is achieved or improved upon, unless no money incentive is to be included. <p>KPIs should be chosen such that they can be objectively measured so that the Partners know when they have been achieved. The use of subjective judgements, for example using phrases such as 'reasonable satisfaction' etc., should be avoided.</p> <p>The details included in the measurement arrangements typically include for each KPI:</p> <ul style="list-style-type: none"> • who measures them, • who calculates them, • how they are measured and • how often they are measured. <p>Option X12 is not used with Option X20, because the <i>incentive schedule</i> includes KPIs.</p>	Volume 5 part 1
The <i>Promoter's objective</i> is	Identifies the <i>Promoter's objective</i> for the project(s)	<p>The <i>Promoter's objective</i> is the objective for the 'programme of projects' if more than one or for 'the project' if only one. The <i>Promoter's objective</i> should be expressed quantitatively if possible (the business case). It should also include the partnering objectives.</p>	to improve the environment of Much Binding for residents and visitors

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The Partnering Information is in	Identifies the document(s) containing the Partnering Information	<p>Partnering Information specifies how the Partners collaborate and includes any requirements for</p> <ul style="list-style-type: none"> • use of common information systems, • sharing of offices, • attendance at Partners' and Core Group meetings, • participation in partnering workshops, • arrangements for joint design development, • value engineering and value management, • risk management, and • other matters that the Core Group manages. <p>Core Group Members selected by agreement to take decisions on behalf of the Partners can be included in the Partnering Information in the form of the Schedule of Core Group Members.</p> <p>This information should not duplicate requirements in the Scope, Schedule of Partners or other sections of Contract Data. Partnering Information is not Scope.</p>	Volume 5 part 2
X13: PERFORMANCE BOND			
The amount of the performance bond is	Identifies the amount of the performance bond	<p>The performance bond provides the <i>Client</i> with some protection in respect to the <i>Contractor's</i> performance of the contract.</p> <p>The form of the performance bond is set out in the Scope.</p>	£100,000
X14: ADVANCED PAYMENT TO THE CONTRACTOR			
The amount of the advanced payment is	Identifies the amount of the advanced payment	<p>Typically this Option is used where the <i>Contractor</i> incurs a substantial initial cost at the start of the contract.</p> <p>State the amount of the advanced payment.</p>	£75,000
The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments is	Identifies when the <i>Contractor</i> repays the amount	State the period after the Contract Date from when the repayment instalments start.	20 weeks
The instalments are (either an amount or a percentage of the payment otherwise due)	Identifies the amount of each repayment instalment	The instalments can be made, either as a specific amount or a percentage of the payment otherwise due. Typically this will be based on the cashflow profile of the contract.	10% of the payment amount otherwise due
Advanced payment bond An advanced payment bond is / is not required. (Delete as applicable)	Identify whether an advanced payment bond is required or not	<p>To reduce the risk of default, the <i>Client</i> may require an advanced payment bond. Typically this will depend on the amount of the advanced payment.</p> <p>The form of the advanced payment bond is set out in the Scope.</p>	An advanced payment bond is required.

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X15: THE CONTRACTOR'S DESIGN			
The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is	Identifies the <i>period for retention</i> of the <i>Contractor's</i> design information	Typically the <i>period for retention</i> will be the same as the period for which the <i>Contractor</i> remains liable for any matter under the contract (Refer to X18 section of Contract Data for further guidance).	12 years
The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of the each claim	Identifies the minimum amount of insurance cover	Unless the <i>Client</i> has its own insurance department or access to insurance specialists, it is sensible to get advice on the figure to be stated here for insurance cover for failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> , i.e. professional indemnity insurance. (clause X15.6).	£2,000,000
The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out if its failure to use the skill and care is	Identifies the period for which the <i>Contractor</i> maintains insurance	Unlike all other insurances, which provide cover for events from the starting date until the Defects Certificate or a termination certificate has been issued, the period for which professional indemnity insurance provides cover is flexible and is stated here. Typically the period will be the same as the period for which the <i>Contractor</i> remains liable for any matter under the contract (Refer to X18 section of Contract Data for further guidance).	12 years
X16: RETENTION (NOT USED WITH OPTION F)			
The <i>retention free amount</i> is	Identifies the <i>retention free amount</i>	State the amount of the Price for Work Done to Date that retention does not apply to. Retention is then taken on the amounts that exceed the retention free amount.	£250,000
The <i>retention percentage</i> is	Identifies the <i>retention percentage</i>	State the <i>retention percentage</i> , which is the proportion of the Price for Work Done to Date that is retained. The percentage is halved in the assessment made at Completion or in the next assessment after the <i>Client</i> has taken over the whole of the <i>works</i> (clause X16.2).	3%
Retention bond The <i>Contractor</i> may / may not give the <i>Client</i> a retention bond. (Delete as applicable)	States whether <i>Contractor</i> may give the <i>Client</i> a retention bond	State whether or not the <i>Client</i> is willing to accept a retention bond as an alternative to retention (clause X16.3). The form of the retention bond is set out in the Scope.	The <i>Contractor</i> may give the <i>Client</i> a retention bond
X17: LOW PERFORMANCE DAMAGES			
The amounts for low performance damages amount performance level	Identifies the performance level and the amount to be paid by the <i>Contractor</i>	The performance levels should be objectively defined and be consistent with requirements stated in the Scope. The amount to be stated, should be sufficient to compensate the <i>Client</i> for the additional costs of the reduced performance. The detailed requirements, performance standards and required tests, relating to any performance levels are stated in the Scope.	

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X18: LIMITATION OF LIABILITY			
The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	Identifies the limit of the <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss	State the limit of the <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss.	5% of the total of the Prices at the Contract Date
For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	Identifies the limit of the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property	In projects where the <i>Contractor</i> is required to work within or adjacent to a <i>Client's</i> existing property, the <i>Contractor</i> is exposed to risks arising from damage it may cause. The <i>Client's</i> costs arising from such an event could be significant. This entry limits the claim the <i>Client</i> may make against the <i>Contractor</i> for its costs. State the limit of the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property.	£150,000
The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	Identifies the <i>Contractor's</i> limit of liability for Defects due to its design which are not listed on the Defects Certificate	The <i>Contractor's</i> liability for his design can be limited to the amount stated here. This liability can be further limited to the skill and care normally used by professionals designing works similar to the works, if Option X15 is also used. State the limit of the <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate.	£250,000
The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Identifies the <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters	The <i>Contractor's</i> liability to the <i>Client</i> can be limited to the amount stated here subject to the exclusions stated in clause X18.5. The amount stated should be equal to or higher than the other limiting amounts stated in this Option to allow for amounts that may become due to the <i>Client</i> from other rights it may have under the applicable law. State the <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters.	unlimited
The <i>end of liability date</i> is ... years after the Completion of the whole of the works	Identifies the <i>end of liability date</i>	In law the <i>Contractor's</i> liability to the <i>Client</i> may not end when the Defects Certificate has been issued, particularly for a Defect or other matter which only becomes apparent some time after the <i>defects date</i> . Such Defects are often referred to as latent defects. Many, but not all, legal jurisdictions have cut-off periods after which the <i>Contractor</i> is no longer liable for such latent defects or any other matters under the contract. The cut-off period may also depend upon how the contract has been created (Refer to Chapter 6 for further guidance). This entry can be used to reduce the cut-off period set by law or, if none exists, add such a cut-off period. State the period of time after the Completion of the whole of the works.	The <i>end of liability date</i> is 6 years after the Completion of the whole of the works

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X20: KEY PERFORMANCE INDICATORS (NOT USED WITH OPTION X12)			
The <i>incentive schedule</i> for Key Performance Indicators is in	Identifies the document(s) containing the <i>incentive schedule</i>	<p>Key Performance Indicators (KPIs) should be chosen such that they can be objectively measured so that the Parties know when they have been achieved. The use of subjective judgements, for example using phrases such as 'reasonable satisfaction' etc., should be avoided.</p> <p>For each KPI, the <i>incentive schedule</i> should identify the:</p> <ul style="list-style-type: none"> • performance indicator, • target, • measurement arrangement and • amount of payment if the target is achieved or improved upon, unless no money incentive is to be included. <p>The details included in the measurement arrangements typically include for each KPI:</p> <ul style="list-style-type: none"> • who measures them, • who calculates them, • how they are measured and • how often they are measured. <p>Option X20 is not used with Option X12, because the Schedule of Partners includes KPIs.</p>	Volume 6
A report of performance against each Key Performance Indicator is provided at intervals of..... months	Identifies the frequency for submitting reports on performance	<p>State the frequency for submitting reports on performance against each Key Performance Indicator.</p> <p>In deciding the frequency, where applicable, consider aligning it with the <i>Client's</i> routine reporting periods whether it be monthly or quarterly.</p>	three

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X22: EARLY CONTRACTOR INVOLVEMENT (ONLY USED FOR OPTION C AND E)			
The Budget is item description amount Total	Identifies the how the budget is made up	<p>The Budget represents the cost of the project which the <i>Client</i> expects to incur and which the <i>Contractor</i> can control or influence. Whilst some other costs may be incurred by the <i>Client</i>, if the <i>Contractor</i> can have no influence on them, they should be excluded from the Budget.</p> <p>The design requirements of the project must be sufficiently developed to allow the preparation of the Budget.</p> <p>As the <i>Contractor</i> is expected to Provide the Works within the Budget, the <i>Contractor</i> needs to know how the Budget is made up and which costs could be influenced by the choices the <i>Contractor</i> could make on the project. Cost may include:</p> <ul style="list-style-type: none"> • purchasing of any land, • consultants used at the concept stages of the project to produce some early outline design, • consultancy advice during the contract, • any necessary site investigation or other surveys, • utility diversions or protection works, • other professional advisors, <p><i>Client's</i> staff that will manage the project and so on.</p> <p>The Budget should be broken down into a series of cost headings. The detail of this may be provided in a separate document identified here.</p>	The Budget is set out in the Scope (S 2510)
The <i>Contractor</i> prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than	Identifies the frequency for submitting forecasts of the total Defined Cost of the work to be done in Stage One	<p>The <i>Project Manager</i> operates control of the <i>Contractor's</i> costs by requiring regular detailed forecasts of work to be done during Stage One. The forecast should identify the work completed up to date, and defines the work to be carried out in the remainder of that stage.</p> <p>State the intervals the <i>Contractor</i> submits forecasts of the total Defined Cost.</p>	five weeks
The <i>Contractor</i> prepares forecasts of the total Project Cost at intervals no longer than	Identifies the frequency for submitting forecasts of the total Project Cost	<p>The <i>Contractor</i> must also provide regular forecasts of total anticipated expenditure against the Budget – the Project Cost.</p> <p>State the intervals the <i>Contractor</i> submits forecasts of the total Project Cost.</p>	five weeks



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If there are additional events which could change the Budget</p> <p>These are additional events which could change the Budget</p>	<p>Identifies additional reasons to change the Budget</p>	<p>The reasons for changing the Budget are limited to (clause X23.16):</p> <ul style="list-style-type: none"> the <i>Project Manager</i> giving an instruction changing the <i>Client's</i> requirements stated in the Scope or an additional reasons stated here. <p>Changes to the Budget are not compensation events or assessed as if they were. The <i>Project Manager</i> decides the amount of change to the Budget after consultation with the <i>Contractor</i>. How changes are made to the Budget are stated in the Scope.</p> <p>Examples of additional reasons to change the Budget may include:</p> <ul style="list-style-type: none"> Elements of cost where accurate forecasting could not be made. Risks which the <i>Contractor</i> can neither control nor influence should be retained by the <i>Client</i>, but if these risks could affect the <i>Contractor's</i> costs, they should be identified as a reason for changing the Budget. <p>Examples of changes to the <i>Client's</i> requirements stated in the Scope include:</p> <p>The <i>Contractor</i> may come up with a particularly innovative design that is expected to lead to greater capital costs but with significant savings on operational costs. If the requirement to consider whole life costs was not stipulated within the Scope, only the capital cost element, the <i>Client</i> would need to change the <i>Client's</i> requirements to allow this design to be used. This would trigger an adjustment to the Budget, recognising the increased capital cost of the design.</p> <ul style="list-style-type: none"> The <i>Client</i> decides to increase or decrease the required size or quality of the new asset because of market conditions. 	

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>budget incentive</i> is% of the saving</p>	<p>Identifies the percentage share of the saving if the final Project Cost is less than the Budget</p>	<p>State the percentage which is the <i>Contractor's</i> share of the saving if the final Project Cost is less than the Budget. This allows for a number of options for incentivising the <i>Contractor</i>, depending upon whether Option C or E is used.</p> <p>If Option C is selected, where the <i>Contractor</i> is incentivised to beat the target on the construction cost alone, the target (total of the Prices) is adjusted using the compensation event process in the contract. The <i>Contractor</i> assists in providing information to determine any change to the Budget, but this would not affect the <i>Contractor's</i> share under this arrangement.</p> <p>Care is needed in setting the share arrangements to properly motivate the <i>Contractor</i> to make savings on the <i>Client's</i> other costs included in Project Costs, and not solely on construction costs.</p> <p>For example, the saving on the Budget will include a share of any saving on the construction cost part of the Budget. Accordingly, the Option C <i>Contractor's</i> share percentage needs to be reduced to recognise this. Also, the saving on the Budget needs to be sufficiently high to motivate the <i>Contractor</i> to focus on that, and not solely on reducing the construction cost.</p> <p>If Option E is selected, incentivising the <i>Contractor</i> to achieve savings of the Budget involves a different approach to managing the contract. Whilst all compensation events would change the forecast total of the Prices, only compensation events for changing the <i>Client's</i> requirements stated in the Scope or for other events stated by the <i>Client</i> in the Contract Data will result in a change to the Budget.</p> <p>The incentive arrangement under Option E provides for the <i>Contractor</i> receiving a share of the saving achieved on the Budget. The share is paid out once the final Project Cost is known. The <i>Contractor</i> is not required to contribute to any overspend of the Budget.</p>	<p>40</p>
<p>Y(UK)1: PROJECT BANK ACCOUNT</p>			
<p>Charges made and interest paid by the project bank</p> <p>The <i>Contractor</i> is / is not to pay any charges made and to be paid any interest paid by the <i>project bank</i>. (delete as applicable)</p>	<p>Identifies whether the <i>Contractor</i> is to pay any charges made and is paid any interest paid by the <i>project bank</i></p>	<p>State whether the <i>Contractor</i> is to pay any charges made and is paid any interest paid by the <i>project bank</i>.</p>	<p>The <i>Contractor</i> is to pay any charges made and to be paid any interest paid by the <i>project bank</i></p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
Y(UK)2: THE HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996			
<p>If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due</p> <p>The period for payment is.... days after the date on which payment becomes due</p>	Identifies the period within which payment is made if Y(UK)2 is used	<p>State the period from the date on which payment becomes due in which the payment is to be made, if the default period of two weeks is not going to be used.</p> <p>The date on which a payment becomes due is seven days after the assessment date which results in an overall period of three weeks from the assessment date in which the payment is made.</p> <p>If the period is being changed, consider:</p> <ul style="list-style-type: none"> the effect on the cash flow of the <i>Contractor</i> and its supply chain, how quickly the <i>Project Manager</i> can certify the payment, whether the <i>Client</i> requires an invoice and the <i>Client's</i> ability to then process the payment. 	The period for payment is 21 days after the date on which payment becomes due
Y(UK)3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1996			
term <i>beneficiary</i>	Identifies the term(s) of the contract and the person or organization that can enforce them	<p>The Contracts (Rights of Third Parties) Act 1999 allows a third party to a contract, i.e. not the <i>Client</i> or the <i>Contractor</i>, to enforce a term of that contract in certain circumstances. This Option ensures that only those terms that are clearly set out in part one of the Contract Data can be enforced by those persons, or class of persons, that are named. This ensures that third party rights cannot be implied from any of the other terms of the contract or Scope.</p> <p>Option Y(UK)3 can be used as an alternative to X8 Undertakings to the <i>Client</i> or Others</p>	term Design of the river crossing works set out in clause S 350 of the Scope. <i>beneficiary</i> Environment Agency
If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3		<p>If the <i>Client</i> wishes to provide such a right to a third party he should obtain legal advice on the implications and the description to be used in the Contract Data before stating the terms of the contract that are to be enforced.</p> <p>If Option Y(UK)1 is used with Y(UK)3 the Named Suppliers are also included as a <i>beneficiary</i>.</p>	term The provisions of Option Y(UK)1. <i>2. beneficiary</i> Named Suppliers
Z: ADDITIONAL CONDITIONS OF CONTRACT			
The <i>additional conditions of contract</i> are	Identifies any <i>additional conditions of contract</i>	<p>State where the <i>additional conditions of contract</i> are contained.</p> <p>An example is where excavations, including tunneling, form a significant part of the <i>works</i>. It may be appropriate to include specific compensation events relating to the occurrence of specific values of stated parameters set out in a geotechnical baseline report (included in the Site Information).</p> <p>Refer to section 2.3 for guidance on drafting <i>additional conditions of contract</i>.</p>	

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
CONTRACT DATA PART TWO – DATA PROVIDED BY THE CONTRACTOR			
1 GENERAL			
The <i>Contractor</i> is Name Address for communications Address for electronic communications	Identifies the <i>Contractor</i> .	State the <i>Contractor's</i> legal name. State the address to be used for communications, which may not be the <i>Contractor's</i> registered office address, including an email address if necessary. Refer to Volume 1: Establishing a Procurement and Contract Strategy for guidance on the role of the <i>Contractor</i> .	The <i>Contractor</i> is Name Woodstone Construction Ltd Address for communications Woodstone House, Collingbourne Bellinger, Wincanton AB3 7TT Address for electronic communications: canwefixit@woodstone.com
The <i>fee percentage</i> is	Identifies the <i>fee percentage</i>	The Fee includes all costs the <i>Contractor</i> may incur that are not included in Defined Cost (see clause 52.1), which may include its overheads, profit, insurance premiums, bank charges, and any allowance for its risks (e.g. Disallowed Cost). The Fee is calculated by applying the <i>fee percentage</i> to the Defined Cost (clause 11.2(10)).	10%
The <i>working areas</i> are	Identifies the <i>working areas</i>	Describe or provide a drawing showing the <i>areas</i> including the Site which form the proposed working areas. The working areas should comply with the definition of Working Areas under clause 11.2(20). If a drawing is provided it is not Scope.	The <i>working areas</i> are the Site and borrow pit adjacent to the new road (see drawing WCL/Tend/002 in Volume 7
The <i>key persons</i> are (1) Name Job Responsibilities Qualifications Experience	Identifies the <i>Contractor's key persons</i>	State the names, job title, responsibilities, qualifications and experience of the <i>key persons</i> of the <i>Contractor</i> . It is essential that the people chosen are sufficiently experienced in the type of work and have the time to carry out their duties effectively. The <i>Client</i> may state roles for which <i>key persons</i> are to be provided by the <i>Contractor</i> . The roles identified should be relevant to the type of work included in the contract.	Name Mrs B Builder Job Site Agent Responsibilities Overall responsibility for the contract Qualifications C Eng MICE Experience 15 years in civil engineering construction – see CV in Volume 8 Name Mr L Curtis Job Construction Manager Responsibilities Control of all construction resources Qualifications no formal qualifications Experience 20 years in civil engineering construction, 8 as General Foreman and Construction Manager – see CV in Volume 8

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The following matters will be included in the Early Warning Register	Identifies the key risks which may affect the project	<p>The Early Warning Register develops one of the aims of the contract – that of encouraging good project management. It is a live document and will change during the progress of the work. It will not exist before the <i>starting date</i>.</p> <p>The <i>Contractor</i> lists here the risks that it requires to be included in the Early Warning Register. The Early Warning Register is used to record these matters and notified early warnings and manage them. The Early Warning Register is not Scope and does not allocate risk.</p> <p>This list alerts the <i>Project Manager</i> to the risks, and including it here requires the <i>Project Manager</i> and the <i>Contractor</i> to discuss how best to avoid or minimise their effects.</p>	Contaminated material is found within the boundaries of the site
2 THE CONTRACTOR'S MAIN RESPONSIBILITIES			
<p>If the <i>Contractor</i> is to provide Scope for its design</p> <p>The Scope provided by the <i>Contractor</i> for its design is in</p>	Identifies the Scope provided by the <i>Contractor</i> for its design	<p>If the <i>Contractor</i> has completed design prior to the Contract Date state the document containing the Scope provided by the <i>Contractor</i> for its design.</p> <p>Refer to Chapter 3.5 for further guidance.</p>	The document titled Design of the River Bridge in Volume 9
3 TIME			
<p>If a programme is to be identified in the Contract Data</p> <p>The programme identified in the Contract Data is</p>	Identifies the first programme	<p>This entry is only used if the <i>Client</i> requires a programme as part of the <i>Contractor's</i> selection proposal.</p> <p>The <i>Contractor</i> identifies its programme here. The <i>Client</i> reviews it as part of the selection process.</p> <p>Refer to Volume 3: Selecting a Supplier for guidance on how to deal with a programme identified in Contract Data part 2 which is not accepted.</p>	Programme ref. WCL/Prog./T1 in Volume 10
<p>If the <i>Contractor</i> is to decide the completion date for the whole of the works</p> <p>The <i>completion date</i> for the whole of the <i>works</i> is</p>	Identifies the <i>completion date</i> for the whole of the <i>works</i>	<p>State the <i>completion date</i> for the whole of the <i>works</i>.</p> <p>This entry is only used if the <i>Client</i> has not stated the <i>completion date</i> in Contract Data part one.</p> <p>It may not be possible to identify the <i>completion date</i> as a calendar date due to the uncertainties in the time it will take to complete the <i>Contractor</i> selection process. Consequently, the date can be fixed by stating the number of days after the <i>starting date</i>.</p>	56 weeks after the starting date
5 PAYMENT			
<p>If Option A or C is used</p> <p>The <i>activity schedule</i> is</p>	Identifies the <i>activity schedule</i>	Refer to Chapter 5 for further guidance on preparing the <i>activity schedule</i> .	Document reference WCL/AS/01 in Volume 11
<p>If Option B or D is used</p> <p>The <i>bill of quantities</i> is</p>	Identifies the <i>bill of quantities</i>	Refer to Chapter 5 for further guidance on preparing the <i>bill of quantities</i> .	Document reference WCL/BoQ/01 in Volume 11

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If Option A, B, C or D is used</p> <p>The tendered total of the Prices is</p>	Identifies the tendered total of the Prices	State the tendered total of the Prices. The figure stated should be the same as the total of all the activities in the <i>activity schedule</i> or items in the <i>bill of quantities</i> .	£10,320,800
<p>If Option F is used</p> <p>Work which the <i>Contractor</i> will do is:</p> <p>activity</p> <p>price</p>	Identifies the activities which the <i>Contractor</i> will do and the <i>price</i>	Describe the activities which the <i>Contractor</i> will do itself (and not subcontract) and the <i>price</i> . The activities should be clearly described. The <i>price</i> may be either a lump sum or unit rate.	
RESOLVING AND AVOIDING DISPUTES			
<p>If W1 and W2 is used</p> <p>The <i>Senior Representatives</i> of the <i>Contractor</i> are</p> <p>(1) Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	Identifies the <i>Senior Representatives</i> of the <i>Contractor</i> .	<p>State the name of the person(s) who will be the <i>Senior Representative(s)</i>. State the address to be used for communications, which may not be <i>Senior Representatives</i> registered office address, including an email address if necessary.</p> <p>It is essential that the person(s) chosen as <i>Senior Representative(s)</i> has the authority to agree a resolution on behalf of the <i>Contractor</i>.</p> <p>There is no maximum or minimum number of <i>Senior Representatives</i>. It is up to the Parties to decide this and complete the entries in Contract Data part one and two accordingly.</p> <p><i>Senior Representatives</i> should not be involved in the day to day management of the <i>works</i> so the <i>Project Manager, Supervisor or Contractor's key people</i> should not be identified.</p> <p>'<i>Senior Representatives</i>' is not a defined term. Much like <i>Project Manager, Supervisor and Adjudicator</i>, it is necessary to look in the <i>conditions of contract</i> to understand their power, duties and responsibilities.</p> <p><i>Senior Representatives</i> may adopt any procedure they choose including:</p> <ul style="list-style-type: none"> • negotiate in person at meetings, • employ processes like mediation or conciliation or • involve an expert third party to seek their opinion. <p>The initial three week period is aimed at giving the Parties a chance of avoiding formal dispute resolution, starting with adjudication, in an attempt to resolve differences as quickly, cost effectively and amicably as they are able to.</p>	<p>The <i>Senior Representative</i> is</p> <p>Name Mrs Bentley</p> <p>Address for communications Woodstone House, Collingbourne Bellinger, Wincanton AB3 7TT</p> <p>Address for electronic communications: icanhelp@woodstone.com</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If Option W3 is used</p> <p>The <i>Contractor's</i> nomination for the Dispute Avoidance Board is</p> <p>Name</p> <p>Address</p> <p>Address for electronic communications</p>	Identifies the names and qualifications of the <i>Dispute Avoidance Board</i> members	<p>The <i>Dispute Avoidance Board</i> would normally consist of either one or three members. If one member, the <i>Client</i> would normally nominate an individual for agreement by the <i>Contractor</i>, and confirm their appointment after the award of the contract. If three members, it is normal practice for the <i>Client</i> to nominate one member, the <i>Contractor</i> a second and the two members jointly identify a third. However, other methods of appointment may be used, and the entry should be changed to suit the chosen method of appointment.</p> <p>Note that the board members must have appropriate expertise and knowledge of the contract.</p>	<p>Name Mr I Help</p> <p>Address for communications Unit 12, Whereville, Sussex</p> <p>Address for electronic communications: ihelp@ihelpmakedecisions.com</p>
X10: INFORMATION MODELLING			
<p>If an <i>information execution plan</i> is to be identified in the Contract Data</p> <p>The <i>information execution plan</i> identified in the Contract Data is</p>	Identifies the document(s) containing the <i>information execution plan</i>	<p>This entry is only used if the <i>Client</i> requires an <i>information execution plan</i> as part of the <i>Contractor's</i> selection proposal.</p> <p>The <i>information execution plan</i> sets out how the <i>Contractor</i> will deliver the Information Model Requirements stated in the Scope. It is not Scope and does not specify what is required.</p> <p>Refer to Volume 3: Selecting a Supplier for guidance on how to deal with an <i>information execution plan</i> identified in Contract Data part 2 which is not accepted.</p>	in Volume 12
X22: EARLY CONTRACTOR INVOLVEMENT (ONLY USED FOR OPTION C AND E)			
<p>The Stage One <i>key persons</i> are:</p> <p>Name</p> <p>Job</p> <p>Responsibilities</p>	Identifies the Stage One key people	State the names, job title, responsibilities, qualifications and experience of the key people of the <i>Contractor</i> .	<p>Name Mrs B Builder</p> <p>Job Site Agent</p> <p>Responsibilities Overall responsibility for the contract</p> <p>Qualifications C Eng MICE</p>
<p>Qualifications</p> <p>Experience</p>		It is essential that the people chosen are sufficiently experienced in the type of work and have the time to carry out their duties effectively and will be available throughout Stage One.	<p>Experience 15 years in civil engineering construction – see CV in Volume 8</p> <p>Name Mr L Curtis</p> <p>Job Construction Manager</p> <p>Responsibilities Control of all construction resources</p> <p>Qualifications no formal qualifications</p> <p>Experience 20 years in civil engineering construction, 8 as General Foreman and Construction Manager – see CV in Volume 8</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The Pricing Information is in	Identifies the document(s) containing the Pricing Information	<p>Pricing Information is identified here and is used during the contract for preparing the prices for Stage Two. As part of the selection process, the <i>Client</i> sets out what form the Pricing Information is to take, and the Scope sets out how the information is to be used.</p> <p>The Pricing Information will be a document possibly containing unit rates, resource costs, overheads and profit, preliminaries costs, Fee percentages and the like, but will also specify how the <i>Contractor</i> will prepare its assessment of the Prices for Stage Two, the 'rules'.</p>	Volume 13
Y(UK)1: PROJECT BANK ACCOUNT			
The <i>project bank</i> is	Identifies the <i>project bank</i>	State the <i>project bank</i> that establishes the Project Bank Account.	Your Money Bank plc
<i>named suppliers</i> are	Identifies the <i>named suppliers</i>	State the <i>suppliers</i> identified by the <i>Contractor</i> in its selection proposal and who, in addition to the <i>Contractor</i> , will be paid from the Project Bank Account.	Webuildbridges Ltd
DATA FOR THE SCHEDULE OF COST COMPONENTS (IF OPTIONS C, D OR E IS USED)			
<p>The listed items of Equipment purchased for work on this contract, with an on cost charge, are:</p> <p>Equipment time-related on cost charge per time period</p>	Identifies the listed items of Equipment purchased for work on this contract, with an on cost charge	<p>There are four categories of Equipment:</p> <ul style="list-style-type: none"> • hired or rented Equipment, • Equipment owned by the <i>Contractor</i> or its ultimate holding company, • Equipment specifically purchased for work on this contract and • special Equipment. <p>Special Equipment is Equipment for which typical hire rates do not apply. For example a dredging barge or barge crane.</p> <p>The purpose of this entry is for the <i>Contractor</i> to list items of Equipment purchased for work on this contract, with an on cost charge.</p>	
<p>The rates for special Equipment are:</p> <p>Equipment rate</p>	Identifies the rates for special Equipment	State the rates for special Equipment.	
<p>The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Contractor</i> are:</p> <p>category of person rate</p>	Identifies the hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas	<p>State the hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas that is done by the <i>Contractor</i>.</p> <p>Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers.</p> <p>These rates are not used when this type of work is subcontracted.</p>	<p>Skilled £22.50</p> <p>Semiskilled £19.50</p> <p>Unskilled £14</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The hourly rates for Defined Cost of design outside the Working Areas are: category of person rate	Identifies the hourly rates for Defined Cost of design outside the Working Areas	State the hourly rates for Defined Cost of design outside the Working Areas that is done by the <i>Contractor</i> . Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers. These rates are not used when this type of work is subcontracted.	Senior Engineer £60/hr Junior Engineer £45/hr Draughtperson £35/hr
The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are	Identifies the categories of design people whose traveling expenses to and from the Working Areas are included in Defined Costs	State the categories of the <i>Contractor's</i> design people whose travelling expenses to and from the Working Areas are included in Defined Costs. These rates are not used when this type of work is subcontracted.	All the categories listed above
DATA FOR THE SHORT SCHEDULE OF COST COMPONENTS (IF OPTION A OR B IS USED)			
The <i>people rates</i> are: category of person unit rate	Identifies the <i>people rates</i>	State the <i>people rates</i> (clause 11.2(28)), including a full description of the category of person, unit (hour or day) and rate. Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers. The <i>people rates</i> are used in the assessment of compensation events in accordance with SSCC clause 11.	The <i>people rates</i> are: Site Agent, per hour, £30 Labourer, per hour, £15
The published list of Equipment is the edition at the Contract Date of the list published by	Identifies the published list of Equipment	State the published list of Equipment. Typically the <i>Client</i> should complete this entry, particularly if the selection process involves tendering so the published list is the same for all tenderers.	The Civil Engineering Contractors Association (CECA)
The percentage for adjustment for Equipment in the published list is...% (state plus or minus)	Identifies the percentage adjustment to the published list of Equipment	State the percentage adjustment to the published list of Equipment.	-20%
The rates for Other Equipment are: Equipment rate	States Equipment rates for other Equipment	State rates for other Equipment not covered by the published list of Equipment.	Equipment: Barge mounted backhoe size or capacity: 1.5m³ bucket rate: £180/hr
The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Contractor</i> are: category of person rate	Identifies the rates for Defined Cost of manufacture and fabrication outside the Working Areas	State the rates for Defined Cost of manufacture and fabrication outside the Working Areas that is done by the <i>Contractor</i> . Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers. These rates are not used when this type of work is subcontracted.	Skilled £22.50 Semiskilled £19.50 Unskilled £14

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The rates for Defined Cost of design outside the Working Areas are</p> <p>category of person</p> <p>rate</p>	<p>Identifies the rates for Defined Cost of design outside the Working Areas</p>	<p>State the rates for Defined Cost of design outside the Working Areas that is done by the <i>Contractor</i>.</p> <p>Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers.</p> <p>These rates are not used when this type of work is subcontracted.</p>	<p>Senior Engineer £60/hr</p> <p>Junior Engineer £45/hr</p> <p>Draughtperson £35/hr</p>
<p>The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are</p>	<p>Identifies the categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost</p>	<p>State the categories of the <i>Contractor's</i> design people whose traveling expenses to and from the Working Areas are included in Defined Cost.</p> <p>These rates are not used when this type of work is subcontracted.</p>	<p>All the categories listed above</p>

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

For use on Foreign, Commonwealth, and Development Office projects only

2.3 USING OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

Additional conditions should be used only when absolutely necessary to accommodate special needs, such as those specific to the jurisdiction in which the work is to be done. The flexibility of the ECC main and secondary Options minimises the need for additional conditions. Additional conditions should never be used to limit how the *Contractor* is to do the work in the contract as this is part of the function of the Scope.

If the *Client* wishes to include additional conditions, the following checklist may be used when drafting them.

Why	<ul style="list-style-type: none"> • Why is the clause needed? • What is the issue that the standard contract does not deal with or not deal with adequately? • Is this something that should be included in the Scope? • Prepare a “brief statement” – specification for and justification of additional provision.
What	<ul style="list-style-type: none"> • What is needed by way of additional provisions? • The drafter must understand the contract as a whole and recognise how the new provision will affect/ be affected by other clauses • Prepare a “clause function statement” – what the clause is required to achieve
How	<ul style="list-style-type: none"> • Maintain NEC key principles: <ul style="list-style-type: none"> – Flexibility – the contract should be as flexible as possible. It should be capable of being used for any type of work in any legal jurisdiction. – Clarity – the contract should be written in ordinary language, using as far as possible words which are in common use, to make it easier to understand by people who are not used to using formal contracts or whose first language is not English. – Stimulus to good management – every procedure should contribute to, rather than detract from, the effectiveness of management of the work. Clear division of function and responsibility helps accountability and motivates people to play their part. • Follow NEC style: <ul style="list-style-type: none"> – Use the same NEC language & style – further guidance on this is included in section 3.2 sub-section on general drafting advice. – Use the same defined and identified terms. – Adopt NEC text when possible – e.g. “a reason for not accepting ... is ...” – Avoid cross references. – Add to existing conditions, avoid amending them. – Carefully checked for consistency and compatibility with other conditions.
Review	<ul style="list-style-type: none"> • Are the additional clauses helpful to <u>all</u> of the parties involved, are they understandable, and easy to use? • Verify that the needs have been met by referring back to the brief statement. • Test by flow charting.

CHAPTER 3

Scope

3.1 THE STATUS OF THE SCOPE

The function of the Scope

NEC contracts identify the Scope as the document which sets out what the Parties are required to do under the contract. The obligation to work in accordance with that Scope is set out in the *conditions of contract*.

Scope is defined as:

“11.2(16) Scope is information which

- **specifies and describes the works or**
- **states any constraint on how the Contractor Provides the Works**

and is either

- **in the documents which the Contract Data states it is in or**
- **in an instruction given in accordance with this contract.”**

Scope should be a complete and precise statement of the *Client's* requirements. If it is not, there is a risk that the *Contractor* will interpret it differently to the *Client's* intention. Subjective terms should be avoided.

Scope prepared by the *Client* is separated from Scope prepared by the *Contractor* relating to its design. The *Client's* Scope is prepared first, and the *Contractor* uses this to prepare any information relating to his design required at the Contract Date. The *Client's* Scope is treated as having priority over the *Contractor's* Scope under clause 60.1 (1).

Scope provided by the *Client* includes:

- technical information, specifications and drawings describing the *works*
- constraints on how the *Contractor* Provides the Works, including specific safety requirements and
- *Client's* requirements for work to be designed by the *Contractor*.

Scope, where provided by the *Contractor*, consists of the particulars of the *Contractor's* design for *works* it is required to design.

The *Contractor's* primary obligation under ECC is stated in clause 20.1.

“20.1 The Contractor Provides the Works in accordance with the Scope.”

When this clause is read in conjunction with clause 11.2 (16), and the following clauses, the importance of Scope is clear.

“11.2 (2) Completion is when the Contractor has

- **done all the work which the Scope states is to be done by the Completion date” and.....”**

“11.2 (6) A Defect is

- **a part of the works which is not in accordance with the Scope or”**

“60.1 The following are compensation events.

(1) The *Project Manager* gives an instruction changing the Scope except

- a change made in order to correct a Defect or
- a change to the Scope provided by the *Contractor* for its design which is made
 - at the *Contractor’s* request or
 - in order to comply with other Scope provided by the *Client*.”

The *conditions of contract* make frequent reference to Scope as illustrated above and detailed later in section 3.3. Scope is therefore central to the operation of the contract.

Scope should be drafted in accordance with the three key objectives of NEC, namely flexibility, clarity and stimulus to good management (refer to Volume 1 Establishing a Procurement and Contract Strategy).

Only the *Project Manager* can instruct a change to the Scope – the power to do this is stated in clause 14.3. Such an instruction is a compensation event unless the exceptions mentioned above in clause 60.1(1) apply.

The relationship between Scope and Contract Data

Scope should not contain information which repeats, contradicts or creates an ambiguity with any information contained within Contract Data or with the *conditions of contract*.

A further distinction is that the *Project Manager* can instruct a change to Scope but cannot change Contract Data once the contract is formed.

The relationship between Scope and Site Information

The *Contractor’s* obligations regarding Scope and Site Information are different. A clear separation between Scope and Site Information is required; Scope describes the future development whilst Site Information describes the past and present condition of the site.

Some documents may contain both Scope and Site Information. For example, a document may show an existing structure alongside details of a new structure. The following example shows how Scope and Site Information can be separated.

Scope – example drawing list

DRAWING NO.	DESCRIPTION
0100	New Factory Building
0200	Existing Factory Building (proposed features)

Site Information – example drawing list

DRAWING NO.	DESCRIPTION
0200	Existing Factory Building (existing features)
0300	Existing Mains Services

The relationship between Scope and pricing documents

A clear distinction exists between Scope and the pricing documents i.e. *activity schedule* or *bill of quantities*. Information in the pricing documents includes a description of items of

work necessary to Provide the Works, but it is not Scope (clauses 55.1 (Option A and C) and 56.1 (Option B and D)).

The *Contractor's* obligation is to Provide the Works in accordance with the Scope, and information contained in the pricing documents does not change this obligation.

Statements about pricing of work should not be included in the Scope, as they neither specify or describe the *works*, nor are they constraints.

Scope as a contract document

Some forms of contract use provisions creating a hierarchy or priority of documentation as a means of resolving ambiguities and inconsistencies in or between documents. This is not the approach taken by NEC.

Priority clauses can interfere with the natural interpretation of documents as intended by the Parties. Such an indiscriminate approach to resolving ambiguities and inconsistencies can cause problems.

As explained in Chapter 1, the ECC describes the function of each document forming part of the contract. This provides clarity as to the relevance and purpose of each document in the contract. The *conditions of contract* then deal with any remaining ambiguity or inconsistency in or between the documents.

The ECC deals with ambiguities and inconsistencies between the documents forming the contract as follows at clause 17.1.

“The *Project Manager* or the *Contractor* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The *Project Manager* states how the ambiguity or inconsistency should be resolved.”

This may require the *Project Manager* to give an instruction changing the Scope. This is a compensation event (clause 60.1(1)), unless the exceptions stated in the second bullet apply.

There is no priority of documents in the ECC other than the hierarchy of *Client's* Scope compared to Scope provided by the *Contractor* for its design in clause 60.1(1).

3.2 DRAFTING SCOPE

Incorporation of standard specifications

Scope often consists of several documents drafted by different contributors. Typically in preparing the contract, and in particular Scope, it may be helpful to identify an individual who is responsible for ensuring all documents are drafted in a coherent and consistent way and who checks and resolves any ambiguities or inconsistencies before the contract is issued.

Standard specifications drafted for use on previous projects or with other standard forms of contract should be reviewed and amended as appropriate, prior to incorporation. Drafting shortcuts such as “All references to Specification shall mean Scope” or “Throughout this specification any reference to Engineer shall be deemed to mean *Project Manager*” are likely to cause problems. Each reference should be checked for correct use in relation to the duties and responsibilities of the *Client*, *Contractor*, *Project Manager* and *Supervisor*.

The duties of the *Project Manager* and the *Supervisor* are set out in the *conditions of contract*.

The substitution of “Project Manager” for “Engineer” as a drafting short-cut can cause confusion for the following reasons:

- The *Project Manager* may not have the same duties as the Engineer in other contracts. Some of the Engineer’s duties may be undertaken by the *Project Manager* and some by the *Supervisor* or *Client*.
- The ECC is more prescriptive on what can be done by the *Project Manager* on certification than other standard contracts.
- The “acceptance” of a communication by a *Project Manager* may differ from an “approval” given by an Engineer in other contracts. Clause 14.1 states:

“The *Project Manager’s* or the *Supervisor’s* acceptance of a communication from the *Contractor* or of his work does not change the *Contractor’s* responsibility to Provide the Works or his liability for his design”.

Standard specifications should be checked to ensure consistency with other parts of the contract. For example, risk allocation varies from contract to contract and references to the *Client’s* and *Contractor’s* responsibilities within standard specifications need to be checked. These may conflict with the *conditions of contract* and would need to be removed.

Examples of specification ambiguity are included below.

Examination of typical traditional specification

W.1	WATER MAINS
W1.1	If, in the <u>opinion of the Engineer</u> , there is undue delay in the application of the first hydraulic test, or of any subsequent tests, or if any length of main should fill the test, the Engineer may direct the <i>Contractor</i> to suspend main laying operations until the length or lengths of main have been <u>satisfactorily</u> tested.
	[Note subjective words, ‘in the opinion of’ and ‘satisfactorily’, as well as the uncertainty regarding the Engineer’s actions and the use of the term Engineer.]
W1.2	After <u>satisfactory</u> completion of pressure testing, each valve on, and adjacent to, the pipeline shall be examined to witness that the opening/closing mechanisms function <u>satisfactorily</u> and are capable of functioning for their designated purpose. Isolating valves shall be examined by opening and closing the isolating gate three times. <u>All tests and examinations shall be witnessed by the Engineer’s staff and the Contractor shall provide a witnessed certificate to this effect to the Engineer.</u>

	[Note subjective word 'satisfactorily' and the use of the wrong terminology. The witnessing of the tests should be by the <i>Supervisor</i> . If a preface had been included in this specification to the effect that read <i>Project Manager</i> for <i>Engineer</i> , then the <i>Project Manager</i> would have an obligation that is the <i>Supervisor's</i> under the <i>conditions of contract</i> and a conflict would exist. Note also that the <i>Contractor</i> is required to provide notification of results under the <i>conditions of contract</i> and this Scope paragraph requires an extra obligation of the <i>Contractor</i> .]
W2	SWABBING OF WATER MAINS
W2.1	<u>Swabs will be provided by the Purchaser.</u> Temporary pipework shall be provided by the <i>Contractor</i> .
	[Note wrong terminology in Purchaser, where it should refer to <i>Client</i> . Note also the vague nature of the statement. How many swabs will be provided and when? Where will/can they be obtained from?]
W3	WATER SUPPLY FOR TESTING AND SWABBING
W3.1	For the purpose of the hydraulic testing of water-retaining structures and pipelines, the <i>Purchaser</i> will make available water from existing mains, at times and rates of flow to be decided by the <i>Purchaser</i> and agreed with the <i>Engineer</i> .
	[Note wrong terminology: should be <i>Project Manager</i> and <i>Client</i> , not <i>Purchaser</i> and <i>Engineer</i> . Note also that if the <i>Contractor</i> were to do the test, it is not involved in the decision of when the water is to be provided, although this could affect the programme.]
W3.2	Water will be provided free of charge to the <i>Contractor</i> for the first test. In the event of any part of the work having to be retested the <i>Contractor</i> shall be required to pay for the supply of water on a volume basis at the prevailing rate of the <i>Purchaser</i> .
	[Note wrong terminology: should be <i>Client</i> , not <i>Purchaser</i> . The payment issue is not Scope and is a matter for the <i>conditions of contract</i> or pricing documents.]
G1	STANDARDS OF MATERIALS
G1.1	15th Statement of the DoE Committee on Chemicals and Materials of Constructions for use in Public Water Supplies and Swimming Pools.
G1.2	The use of materials, including chemicals that do not meet the above criteria, shall be subject to the <u>approval</u> of the <i>Engineer</i> .
	[Note under the <i>conditions of contract</i> 'acceptance' and not 'approval' is the terminology used. Also should be the <i>Project Manager</i> , not <i>Engineer</i> . G1.2 would require the <i>Project Manager</i> to instruct a change to the Scope.]
G2	DISINFECTION OF PIPEWORK AND STRUCTURES
	Pipes, pumps and structures shall be disinfected in accordance with the following procedure:
(a)	The <i>Contractor</i> shall provide, at least three weeks before carrying out the disinfection process, a <u>Method Statement</u> to the <i>Engineer</i> for its <u>Approval</u> .
	[Note that under the <i>conditions of contract</i> a method statement is part of the <i>Contractor's</i> programme. The <i>Contractor</i> submits the programme to the <i>Project Manager</i> (not the <i>Engineer</i>) for acceptance (not approval). There are several programme revisions provided for in the <i>conditions of contract</i> , including where the <i>Project Manager</i> can ask for one at any time.]
(b)	After <u>satisfactory</u> hydraulic testing, pipes, pumps, structures etc shall be cleaned of all deleterious material.
	[Note the use of vague words such as 'satisfactory'. The expected results of the test, as well as the details of how and when the test is to be carried out, should be provided.]
(c)	The volume to be disinfected shall be filled with chlorinated water at a dose level of 20–25mg/l free chlorine and left to stand for 24 hours. Large structures may have all surfaces thoroughly scrubbed down with heavily chlorinated water and the volume then filled with a lower dose level, 0.5mg/l chlorinated water, and left for 24 hours.

(d)	The chlorinated water shall be drained away and disposed of in a <u>safe</u> and <u>satisfactory</u> manner. All <u>necessary</u> approvals for discharge shall be obtained by the <i>Contractor</i> . De-chlorination will be necessary to ensure that free chlorine discharged is below 0.1mg/l, where discharge is a watercourse, or drain leading to a watercourse.
	[Note the vague words 'safe', 'satisfactory' and 'necessary'. What is safe and satisfactory to the <i>Contractor</i> could be different from the <i>Project Manager</i> . Unless a published standard is quoted, the requirements should be stated in the Scope.]
(e)	The volume shall then be refilled with potable water and left a further 24 hours.
(f)	<u>The Purchaser will take samples for bacteriological testing</u> . The results of these tests will take a minimum of three working days to provide a conclusive test.
	[Note the incorrect terminology by the use of 'Purchaser' rather than <i>Client</i> . The Scope is required to state who provides samples, materials and facilities for testing. The criteria of the test should also be stated.]
(g)	<u>If test results are unsatisfactory to the Purchaser, the above procedure shall be repeated until satisfactory results are achieved</u> .
	[Note: use of incorrect terminology 'Purchaser' and 'satisfactory'. The uncertainty of this statement could leave the <i>Contractor</i> having difficulties pricing accurately, or potentially adding conservative amounts of risk into its price.]

Health and safety information

Clause 27.4 requires the *Contractor* to act in accordance with the health and safety requirements stated in the Scope. Further comment on this clause is given in sections 3.3 and 3.4.

The *Client* should consider how to deal with health and safety requirements and documentation carefully when preparing Scope. The Scope should set out any requirements for the *Contractor* to comply with the *Client's* own safety procedures (if any). Any such requirements must be included in the Scope (or incorporated by reference from the Scope). These are additional to any obligations the *Contractor* may have under the particular jurisdiction where the *works* are being provided or the *law of the contract* or both.

Many jurisdictions require health and safety risks to be evaluated by the *Client* and then communicated to the *Contractor* as part of the selection process. It may not be necessary to include the risk evaluation as a contract document, but it is necessary to check for consistency between the health and safety information, Scope and Site Information.

UK specific illustration:

The Construction (Design and Management) Regulations 2015 require the preparation of Pre-Construction Information relating to health and safety and for this information to be provided to the *Contractor*. It is likely that this may contain information which is both Scope and Site Information. Care should be taken in deciding how to provide the Pre-Construction Information to the *Contractor*. Consider:

- whether the information is Scope or Site Information.
- how changes and developments to the information will be administered – which changes can only be made by an instruction of the *Project Manager* and which can be changed by the *Contractor* to suit its own proposals
- the legal requirement for Pre-Construction Information to be issued to the *Contractor* whether incorporated into the contract or not
- the time difference between formation of the contract and the *starting date*. Where there is a significant difference the Pre-Construction Information may change

In most cases, clarity will be achieved by keeping the Pre-Construction Information separate from other contract documents. Typically, Pre-Construction Information will contain both Scope and Site Information. Where this is the case, the Scope must identify information from the Pre-Construction Information which specifies and describes the *works* or states constraints, and the Site Information must identify information from the Pre-Construction Information which describes the Site.

General drafting advice

The following description of NEC drafting style will help compilers draft Scope and other contract documents clearly.

1. A basic objective of NEC contracts is that they should be clear and simple. The drafting delivers clarity and simplicity of language. Simplicity also follows from the design of the management processes in the contracts.
2. One of the objectives of using simple language in the Scope is that it should be easy for people whose first language is not English to use. A further advantage is that the Scope can be translated into other languages accurately.

Vocabulary

3. Use the simplest possible words. Simple words have few syllables.
4. Don't use words which are not needed.

Sentences

5. Sentences should be as short as possible. Twenty words is fine. Never have more than forty. Use several short sentences instead of one sentence with several connectors.
6. Many statements are conditional. 'If this happens, the *Contractor* does this'. Put the condition first, not last, and use 'if', not 'when'. 'If this happens, the *Contractor* does this.' [not: 'The *Contractor* does this when this happens.'] Use 'when' only if timing is implied as in clause 36.3.
7. Use commas properly. The pause which a comma creates can help understanding.

Bullets

8. Bullets are used when a sentence includes a list. Don't use bullets for short lists with short descriptions. The following does not need to be bulleted:

'The *Contractor* arranges for 'Hail to the Chief' to be played by a brass band outside the *Project Manager's* office at 9 a.m. on

- **Mondays,**
 - **Wednesdays,**
 - **Fridays and**
 - **its birthday.'**
9. A useful check is that punctuation of bulleted sentences should work if the bullets are removed. Bullets end with a comma except the last but one which ends with 'and' or 'or' and the last which ends with a full stop. Do not put a comma before 'and'. 'And' replaces the comma before the last item on a list as above.
 10. Whenever possible, put bullets at the end of a sentence. Having a bit more of the sentence after a bulleted list is clumsy as the reader does not expect the text and the sentence can become very long and not easy to understand.
 11. Bullets are indented. Bullets within bullets should be avoided if possible. If used, as in clause 31.2, use a double indent.

Adjectives and Adverbs

12. Old-fashioned contracts use a lot of adjectives and adverbs. NEC contracts use the absolute minimum, which is hardly any. This is perhaps the most important drafting convention for NEC. Use an adverb or adjective only if it is really unavoidable.

13. Verbs and nouns are usually precise, adverbs and adjectives are usually imprecise. 'The *Contractor* does all urgent work quickly' is easy to understand. Unfortunately, you can argue about the meaning of 'urgent' (adjective) and 'quickly' (adverb). 'The *Contractor*' (noun), 'does' (verb) and 'work' (noun) are precise. To make the point absurdly, 'George ate a hefty meal unhurriedly' is vague but not meaningless. 'George ate a meal of 42 mouthfuls in 21 minutes' is boring but precise. The Scope is not intended to be a good read. It has to state what is required in words of unarguable precision and clarity.
14. Some adverbial phrases are as imprecise as adverbs, e.g. 'quickly' in 'come quickly' is obviously an adverb. So, in effect, is 'as soon as you can' in 'come as soon as you can'.
15. This text, for example, about extension of time, comes from clause 44(1) of the ICE conditions fifth edition, adverbs and adjectives in italics.

'..... or exceptional adverse weather conditions or other special circumstances of any kind be such as fairly to entitle the Contractor to an extension of timethe Contractor shall within 28 days after the cause of the delay has arisen or as soon thereafter as is reasonable in all the circumstances deliver to the engineer full and detailed particulars of any claim to extension of time.....'

16. It is impossible to decide whether an extension of time should be given and, if so, for how much, when and how described until the courts have decided what the adjectives and adverbs mean.
17. NEC drafting requires the absolute minimum of adverbs and adjectives. Some are innocuous as in clause 61.6 which uses the adjective 'wrong' as in 'wrong assessment'.

Statements

18. Statements should be as short as possible with no more than two sentences. They should cover only one subject.

Tenses

19. Use the present tense for all statements of what somebody must do or not do. It is seldom necessary to use another tense. 'If the sky has fallen down, the *Project Manager* decides what the *Contractor* will do' uses three tenses. 'If the sky falls down, the *Project Manager* decides what the *Contractor* does' uses only the present.

Capitals

20. Capital initials show that a term is defined in the contract. When drafting, test that a definition is right by putting it into the sentences where the defined term is used. These definitions are only abbreviations and must only be abbreviations. If there is anything to say about the defined term, it has to be in the sentence.
21. There are exceptions. *Project Manager*, *Supervisor*, *Client* and *Contractor* have capital initials but are not defined.

Particular words

22. 'May' in NEC means 'is allowed to' as in 'the *Supervisor* **may** instruct.....' Do not use it to mean that something might happen.
23. 'Any' can usually be deleted.

Multiple Alternatives

24. *a, b, c* or *d*. Bullet the alternatives if they are phrases of some length.

Gender

25. Use gender neutral words and phrases.

3.3 ECC REFERENCES TO SCOPE

The following table identifies where the *conditions of contract* refer to Scope. Scope should provide the information required by the contract and identify project specific requirements.

The references are in the order that they appear in the *conditions of contract* and cross referenced to the example structure provided in section 3.4.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
11.2 (2)	S 405, 410	<p>Completion is when the <i>Contractor</i> has</p> <ul style="list-style-type: none"> done all the work which the Scope states is to be done by the Completion Date and corrected notified Defects which would have prevented the <i>Client</i> from using the <i>works</i> and Others from doing their work. <p>If the work which the <i>Contractor</i> is to do by the Completion Date is not stated in the Scope, Completion is when the <i>Contractor</i> has done all the work necessary for the <i>Client</i> to use the <i>works</i> and for Others to do their work.</p>	In order for the <i>Project Manager</i> to decide that Completion has occurred, the Scope must state clearly and unambiguously what work is to be done before Completion.
11.2 (6)		<p>A Defect is</p> <ul style="list-style-type: none"> a part of the <i>works</i> which is not in accordance with the Scope or a part of the <i>works</i> designed by the <i>Contractor</i> which is not in accordance with the applicable law or the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted. 	Refer to section 3.1.
11.2 (9)		Equipment is items provided and used by the <i>Contractor</i> to Provide the Works and which the Scope does not require the <i>Contractor</i> to include in the <i>works</i> .	
11.2 (16)		<p>Scope is information which</p> <ul style="list-style-type: none"> specifies and describes the <i>works</i> or states any constraints on how the <i>Contractor</i> Provides the Works and is either <p>in the documents which the Contract Data states it is in or</p> <ul style="list-style-type: none"> in an instruction given in accordance with this contract. 	Refer to section 3.1.
C, D, E 11.2 (26)	S 1210, 1405, 1410	<p>Disallowed Cost is cost which</p> <ul style="list-style-type: none"> is not justified by the <i>Contractor's</i> accounts and records, should not have been paid to a Subcontractor or supplier in accordance with its contract, was incurred only because the <i>Contractor</i> did not <ul style="list-style-type: none"> follow an acceptance or procurement procedure stated in the Scope, give an early warning which this contract required it to give or give notification to the <i>Project Manager</i> of the preparation for and conduct of an adjudication or proceedings of a <i>tribunal</i> between the <i>Contractor</i> and a Subcontractor or supplier 	<p>State any acceptance or procurement procedures to be followed by the <i>Contractor</i>.</p> <p>State any constraints on how the <i>Contractor</i> Provides the Works.</p> <p>This is only relevant to Options C, D, and E where payment to the <i>Contractor</i> is based upon Defined Cost.</p>

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		<p>and the cost of</p> <ul style="list-style-type: none"> correcting Defects after Completion, correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how it is to Provide the Works stated in the Scope, Plant and Materials not used to Provide the Works (after allowing for reasonable wastage) unless resulting from a change to the Scope, resources not used to Provide the Works (after allowing for reasonable availability and utilisation) or not taken away from the Working Areas when the <i>Project Manager</i> requested and preparation for and conduct of an adjudication or proceedings of the <i>tribunal</i> between the Parties. 	
F 11.2 (27)	S 1210, 1405, 1410	<p>Disallowed Cost is cost which</p> <ul style="list-style-type: none"> is not justified by the <i>Contractor's</i> accounts and records, should not have been paid to a Subcontractor or supplier in accordance with its contract, was incurred only because the <i>Contractor</i> did not <ul style="list-style-type: none"> follow an acceptance or procurement procedure stated in the Scope, give an early warning which the contract required it to give or give notification to the <i>Project Manager</i> of the preparation for and conduct of an adjudication or proceedings of a <i>tribunal</i> between the <i>Contractor</i> and a Subcontractor or is a payment to a Subcontractor for work which the Contract Date states that the <i>Contractor</i> will do themselves or <ul style="list-style-type: none"> the <i>Contractor's</i> management and was incurred in the preparation for and conduct of an adjudication or proceedings of the <i>tribunal</i> between the Parties. 	<p>State any acceptance or procurement procedures to be followed by the <i>Contractor</i>.</p> <p>This is only relevant to Option F where payment to the <i>Contractor</i> is based upon Defined Cost.</p>
13.2	S 810	<p>If the Scope specifies the use of a communication system, a communication has effect when it is communicated through the communication system specified in the Scope.</p> <p>If the Scope does not specify a communication system, a communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.</p>	Detail the communication system to be used.
14.3		The <i>Project Manager</i> may give an instruction to the <i>Contractor</i> which changes the Scope or a Key Date.	
15.4		The <i>Project Manager</i> revises the Early Warning Register to record the decisions made at each early warning meeting and issues the revised Early Warning Register to the <i>Contractor</i> within one week of the early warning meeting. If a decision needs a change to the Scope , the <i>Project Manager</i> instructs the change at the same time as the revised Early Warning Register is issued.	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
16.1		The <i>Contractor</i> may propose to the <i>Project Manager</i> that the Scope provided by the <i>Client</i> is changed in order to reduce the amount the <i>Client</i> pays to the <i>Contractor</i> for the Providing the Work. The <i>Project Manager</i> consults with the <i>Client</i> and the <i>Contractor</i> about the change.	
16.2		<p>Within four weeks of the <i>Contractor</i> making the proposal the <i>Project Manager</i></p> <ul style="list-style-type: none"> accepts the <i>Contractor's</i> proposal and issues an instruction changing the Scope, informs the <i>Contractor</i> that the <i>Client</i> is considering the proposal and instructing the <i>Contractor</i> to submit a quotation for a proposed instruction to change the Scope or informs the <i>Contractor</i> that the proposed is not accepted. <p>The <i>Project Manager</i> may give any reason for not accepting the proposal.</p>	
17.2		The <i>Project Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware that the Scope includes an illegal or impossible requirement. If the Scope does include an illegal or impossible requirement, the <i>Project Manager</i> gives an instruction to change the Scope appropriately.	
20.1		The <i>Contractor</i> Provides the Works in accordance with the Scope .	Refer to section 3.1.
21.1	S 305	The <i>Contractor</i> designs the parts of the works which the Scope states the <i>Contractor</i> is to design.	<p>Define the parts of the works which the <i>Contractor</i> is to design.</p> <p>This can be done in a number of different ways. See section 3.4 for further guidance.</p>
21.2	S 310, 320	<p>The <i>Contractor</i> submits the particulars of its design as the Scope requires to the <i>Project Manager</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Project Manager</i> has accepted its design.</p>	State the procedures which the <i>Contractor</i> follows in carrying out its design and the procedures for submitting designs for acceptance by the <i>Project Manager</i> including an acceptance criteria.
22.1	S 335	The <i>Client</i> may use and copy the <i>Contractor's</i> design for any purpose connected with construction, use, alteration or demolition of the works unless otherwise stated in the Scope and for other purposes as stated in in this contract. The <i>Contractor</i> obtains from a Subcontractor equivalent rights for the <i>Client</i> to use material prepared by the Subcontractor.	State any restriction and / or additional purposes for which the <i>Client</i> may wish to use and copy the <i>Contractor's</i> design.
23.1	S 340	<p>The <i>Contractor</i> submits particulars of the design of an item of Equipment to the <i>Project Manager</i> for acceptance if the <i>Project Manager</i> instructs the <i>Contractor</i> to. A reason for not accepting is that the design of the item will not allow the <i>Contractor</i> to Provide the Works in accordance with</p> <ul style="list-style-type: none"> the Scope, the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted or the applicable law. 	State the procedures which the <i>Contractor</i> follows in carrying out its design and the procedures for submitting designs for acceptance by the <i>Project Manager</i> including an acceptance criteria.

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
25.1	S 515, 905, 910	The <i>Contractor</i> co-operates with Others including in obtaining and providing information which they need in connection with the <i>works</i> . The <i>Contractor</i> shares the Working Areas with Others as stated in the Scope .	Detail the activities of Others within the Working Areas.
25.2	S 1005, 1010	The <i>Client</i> and <i>Contractor</i> provide services and other things as stated in the Scope . Any cost incurred by the <i>Client</i> as a result of the <i>Contractor</i> not providing the services and other things which it is to provide is assessed by the <i>Project Manager</i> and paid by the <i>Contractor</i> .	State the services and other things that are to be provided by the <i>Client</i> and <i>Contractor</i> .
27.4	S 1105	The <i>Contractor</i> acts in accordance with the health and safety requirements stated in the Scope .	State any health and safety requirements that are in addition to the requirements of law, which the <i>Contractor</i> must follow.
31.2	S 505	<p>The <i>Contractor</i> shows on each programme which he submits for acceptance</p> <ul style="list-style-type: none"> • the <i>starting date</i>, <i>access dates</i>, Key Dates and Completion Date, • planned Completion, • the order and timing of the operations which the <i>Contractor</i> plans to do in order to Provide the Works, • the order and timing of the work of the <i>Client</i> and Others as last agreed with them by the <i>Contractor</i> or, if not so agreed, as stated in the Scope, • the dates when the <i>Contractor</i> plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the <i>Client</i> and Others to do their work, • provisions for <ul style="list-style-type: none"> float, time risk allowances, <ul style="list-style-type: none"> – health and safety requirements and – the procedures set out in this contract, • the dates when, in order to Provide the Works in accordance with the programme, the <i>Contractor</i> will need <ul style="list-style-type: none"> – access of a part of the Site if later than its <i>access date</i>, – acceptances, and – Plant and Materials and other things to be provided by the <i>Client</i> and – information from Others, • for each operation a statement of how the <i>Contractor</i> plans to do the work identifying the principal Equipment and other resources which will be used and • other information which the Scope requires the <i>Contractor</i> to show on a programme submitted for acceptance. <p>A programme issued for acceptance is in the form stated in the Scope.</p>	<p>State the order and timing of work of the <i>Client</i> which may affect the <i>Contractor's</i> programme, Refer also to clause 25.1.</p> <p>State any additional information that the <i>Contractor</i> is to show on the programme. This may include dates for submission of designs and samples, dates for information or actions by the <i>Client</i> and <i>Project Manager</i>, and the timing of any test and inspection.</p> <p>Any requirements for the format of the programme should be stated, including the use of specific software and the requirement for hard or electronic copies. Any requirements for the format of resourcing information should also be stated.</p>
31.3	S 505	Within two weeks of the <i>Contractor</i> submitting a programme for acceptance, the <i>Project Manager</i> notifies the <i>Contractor</i> of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting the programme is that	Refer to clause 31.2.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		<ul style="list-style-type: none"> the <i>Contractor's</i> plans which it shows are not practicable, it does not show the information which the contract requires, it does not represent the <i>Contractor's</i> plans realistically or it does not comply with the Scope. <p>If the <i>Project Manager</i> does not notify acceptance of non-acceptance within the time allowed, the <i>Contractor</i> may notify the <i>Project Manager</i> of that failure. If the failure continues for a further one week after the <i>Contractor's</i> notification, it is treated as acceptance by the <i>Project Manager</i> of the programme.</p>	
34.1		<p>The <i>Project Manager</i> may instruct the <i>Contractor</i> to stop or not start any work. The <i>Project Manager</i> subsequently gives an instruction to the <i>Contractor</i> to</p> <ul style="list-style-type: none"> re-start or start the work or remove the work from the Scope. 	
35.2	S 440	<p>The <i>Client</i> may use any part of the <i>works</i> before Completion has been certified. The <i>Client</i> takes over a part of the <i>works</i> when it begins to use it, except if the use is</p> <ul style="list-style-type: none"> for a reason stated in the Scope or to suit the <i>Contractor's</i> method of working. 	If the <i>Client</i> requires to use any part of the <i>works</i> prior to Completion without taking it over, describe the part and set out the reasons for it's use
40.1	S 605	<p>The <i>Contractor</i> operates a quality management system which complies with the requirements stated in the Scope.</p>	Detail any particular requirements of the quality management system the <i>Contractor</i> is required to operate.
41.1	S 705	<p>This clause only applies to tests and inspections required by the Scope or the applicable law.</p>	Detail the tests and inspections required, the results expected and which parties are involved in the test and inspection process.
41.2	S 705	<p>The <i>Contractor</i> and the <i>Client</i> provide materials, facilities and samples for tests and inspections as stated in the Scope.</p>	State the materials, facilities and samples to be provided by the <i>Contractor</i> and the <i>Client</i> for tests and inspections and the timing of these.
42.1	S 705	<p>The <i>Contractor</i> does not bring to the Working Areas those Plant and Materials which the Scope states are to be tested or inspected before delivery until the <i>Supervisor</i> has notified the <i>Contractor</i> that they have passed the test or inspection.</p>	State the Plant and Materials which are to be tested and inspected before delivery to the Working Areas, including details of tests or inspections.
43.1		<p>Until the <i>defects date</i>, the <i>Supervisor</i> may instruct the <i>Contractor</i> to search for a Defect. The <i>Supervisor</i> gives reasons for the search with the instruction. Searching may include</p> <ul style="list-style-type: none"> uncovering, dismantling, re-covering and re-erecting work, providing facilities, materials and samples for tests and inspections done by the <i>Supervisor</i> and doing tests and inspections which the Scope does not require. 	

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
45.1		The <i>Contractor</i> and the <i>Project Manager</i> may propose to the other that the Scope should be changed so that a Defect does not have to be corrected.	
45.2		If the <i>Contractor</i> and the <i>Project Manager</i> are prepared to consider the change, the <i>Contractor</i> submits a quotation for reduced Prices or an earlier Completion Date or both to the <i>Project Manager</i> for acceptance. If the quotation is accepted, the <i>Project Manager</i> changes the Scope , the Prices and the Completion Date accordingly and accepts the revised programme.	
46.1		If the <i>Contractor</i> is given access in order to correct a notified Defect but the Defect is not corrected within its <i>defect correction period</i> , the <i>Project Manager</i> assesses the cost to the <i>Client</i> of having the Defect corrected by other people and the <i>Contractor</i> pays this amount. The Scope is treated as having been changed to accept the Defect.	
46.2		If the <i>Contractor</i> is not given access in order to correct a notified Defect before the <i>defects date</i> , the <i>Project Manager</i> assesses the cost to the <i>Contractor</i> of correcting the Defect and the <i>Contractor</i> pays this amount. The Scope is treated as having been changed to accept the Defect.	
50.2	S 820	The <i>Contractor</i> submits an application for payment to the <i>Project Manager</i> before each assessment date setting out the amount the <i>Contractor</i> considers is due at the assessment date. The <i>Contractor's</i> application for payment includes details of how the amount has been assessed and is in the form stated in the Scope . In assessing the amount due, the <i>Project Manager</i> considers an application for payment submitted by the <i>Contractor</i> before the assessment date.	State the format and requirements for the <i>Contractor's</i> application for payment.
C, D, E 52.2	S 1505	The <i>Contractor</i> keeps these records <ul style="list-style-type: none"> • account of its payments of Defined Cost, • proof that the payments have been made, • communications about and assessments of compensation events for Subcontractors and • other records as stated in the Scope. 	Detail any other records to be kept by the <i>Contractor</i> .
F 52.3	S 1505	The <i>Contractor</i> keeps these records <ul style="list-style-type: none"> • account of payments made to Subcontractors, • proof that the payments have been made, • communications about and assessments of compensation events for Subcontractors and • other records as stated in the Scope. 	Detail any other records to be kept by the <i>Contractor</i> .
A 55.1		Information in the Activity Schedule is not Scope or Site Information. If the activities on the Activity Schedule do not relate to the Scope , the <i>Contractor</i> corrects the Activity Schedule.	
C 55.2		Information in the Activity Schedule is not Scope or Site Information.	
A 55.3		If the <i>Contractor</i> <ul style="list-style-type: none"> • changes a planned method of working at its discretion so that the activities on the Activity Schedule do not relate to the operations on the Accepted Programme or • corrects the Activity Schedule so that the activities on the Activity Schedule relate to the Scope 	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		the <i>Contractor</i> submits a revision of the Activity Schedule to the <i>Project Manager</i> for acceptance.	
B, D 56.1		Information in the Bill of Quantities is not Scope or Site Information.	
60.1(1)		The <i>Project Manager</i> gives an instruction changing the Scope except <ul style="list-style-type: none"> • a change made in order to accept a Defect or • a change to the Scope provided by the <i>Contractor</i> for its design which is made <ul style="list-style-type: none"> – at the <i>Contractor's</i> request or – in order to comply with the Scope provided by the <i>Client</i>. 	
60.1(5)	S 515,905, 910	The <i>Client</i> or Others <ul style="list-style-type: none"> • do not work within the times shown on the Accepted Programme, • do not work within the conditions stated in the Scope or • carry out work on the Site that is not stated in the Scope. 	Refer to clauses 25.1 and 25.2.
60.1(16)	S 705	The <i>Client</i> does not provide materials, facilities and samples for tests as stated in the Scope .	Refer to clause 41.2.
B, D 60.4		A difference between the final total quantity of work done and the quantity stated for an item in the Bill of Quantities is a compensation event if <ul style="list-style-type: none"> • the difference does not result from a change to the Scope, • the difference causes the Defined Cost per unit of quantity to change and • the rate in the Bill of Quantities for the item multiplied by the final total quantity of work done is more than 0.5% of the total of the Prices at the Contract Date. <p>If the Defined Cost per unit of quantity is reduced, the affected rate is reduced.</p>	
63.4		If the effect of a compensation event is to reduce the total Defined Cost and the event is <ul style="list-style-type: none"> • a change to the Scope other than a change to the Scope provided by the <i>Client</i>, which the <i>Contractor</i> proposed and the <i>Project Manager</i> accepted or • a correction to an assumption stated by the <i>Project Manager</i> for assessing an earlier compensation event <p>the Prices are reduced.</p>	
63.10		A compensation event which is an instruction to change the Scope in order to resolve an ambiguity or inconsistency is assessed as if the Prices, the Completion Date and the Key Dates were for the interpretation most favourable to the Party which did not provide the Scope .	
63.11		If a change to the Scope makes the description of the Condition for a Key Date incorrect, the <i>Project Manager</i> corrects the description. This correction is taken into account in assessing the compensation event for the change to the Scope .	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
A, B 63.12		If the effect of a compensation event is to reduce the total Defined Cost and the event is a change to the Scope provided by the <i>Client</i> , which the <i>Contractor</i> proposed and the <i>Project Manager</i> accepted, the Prices are reduced by an amount calculated by multiplying the assessed effect of the compensation event by the <i>value engineering percentage</i> .	
C, D 63.13		If the effect of a compensation event is to reduce the total Defined Cost and the event is a change to the Scope provided by the <i>Client</i> , which the <i>Contractor</i> proposed and the <i>Project Manager</i> accepted, the Prices are not reduced.	
71.1	S 1305	The <i>Supervisor</i> marks Equipment, Plant and Materials which are outside the Working Areas if <ul style="list-style-type: none"> the contract identifies them for payment and the <i>Contractor</i> has prepared them for marking as the Scope requires. 	State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the <i>Supervisor</i> , for payment and transfer of title to the <i>Client</i> . State which items are to be prepared for marking, and how this is to be done.
73.2	S 1310	The <i>Contractor</i> has title to materials from excavation and demolition unless the Scope states otherwise.	State if the <i>Client</i> has title to materials from excavation and demolition.
80.1		The following are <i>Client's</i> liabilities. <ul style="list-style-type: none"> Claims and proceedings from Others and compensation and costs payable to Others which are due to <ul style="list-style-type: none"> use or occupation of the Site by the <i>works</i> or for the purpose of the <i>works</i> which is the unavoidable result of the <i>works</i>, negligence, breach of statutory duty or interference with any legal right by the <i>Client</i> or any person employed by or contracted to it except the <i>Contractor</i>, <p>A fault of the <i>Client</i> or any person employed by or contracted to it, except the <i>contractor</i>.</p> A fault in the design contained in <ul style="list-style-type: none"> the Scope provided by the <i>Client</i> or an instruction from the <i>Project Manager</i> changing the Scope. Loss of or damage to Plant and Materials supplied to the <i>Contractor</i> by the <i>Client</i> or by Others on the <i>Client's</i> behalf, until the <i>Contractor</i> has received and accepted them. Loss of or damage to the <i>works</i>, Plant and Materials due to <ul style="list-style-type: none"> war, civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots and civil commotion not confined to the <i>Contractor's</i> employees or radioactive contamination. Loss of or damage to the parts of the <i>works</i> taken over by the <i>Client</i>, except loss or damage occurring before the issue of the Defects Certificate which is due to 	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		<ul style="list-style-type: none"> – a Defect which existed at take over, – an event occurring before take over which was not itself a <i>Client's</i> liability or – the activities of the <i>Contractor</i> on the Site after take over. <ul style="list-style-type: none"> • Loss of or damage to the <i>works</i> and any Equipment, Plant and Materials retained on the Site by the <i>Client</i> after a termination, except loss or damage due to the activities of the <i>Contractor</i> on the Site after the termination. • Loss of or damage to property owned or occupied by the <i>Client</i> other than the <i>works</i>, unless the loss or damage arises from or in connection with the <i>Contractor</i> Providing the Works. • Additional <i>Client's</i> liabilities stated in the Contract Data. 	
91.6		<p>If the <i>Project Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re-start or start or removing work from the Scope has not been given within thirteen weeks,</p> <ul style="list-style-type: none"> • the <i>Client</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18), • the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Client</i> (R19) and • either Party may terminate if the instruction was due to any other reason (R20). 	
X4.1	S 1600	If the <i>Contractor</i> is a subsidiary of another company, the <i>Contractor</i> gives to the <i>Client</i> a guarantee of the <i>Contractor's</i> performance from the ultimate holding company of the <i>Contractor</i> in the form set out in the Scope . If the guarantee was not given by the Contract Date, it is given to the <i>Client</i> within four weeks of the Contract Date.	Set out the form of ultimate holding company guarantee.
X8.4	S 1705, 1710, 1715	The <i>undertakings to Others</i> , <i>Subcontractor undertakings to Others</i> and <i>Subcontractor undertakings to the Client</i> are in the form set out in the Scope .	Set out the form of: <ul style="list-style-type: none"> • <i>undertakings to Others</i>, • <i>Subcontractor undertakings to Others</i> and • <i>Subcontractor undertakings to the Client</i>.
X9.1	S 1805, 1810	The <i>Client</i> owns the <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> except as stated otherwise in the Scope . The <i>Contractor</i> obtains other rights for the <i>Client</i> as stated in the Scope and obtains from a <i>Subcontractor</i> equivalent rights for the <i>Client</i> over the material prepared by the <i>Subcontractor</i> . The <i>Contractor</i> provides to the <i>Client</i> the documents which transfer these rights to the <i>Client</i> .	State any exceptions to the ownership by the <i>Client</i> of the <i>Contractor's</i> rights over material prepared for the design.
X10.1(4)	S 1905	The Information Model Requirements are the requirements identified in the Scope for creating or changing the Information Model.	State the requirements for creating the Information Model.
X13.1	S 2005	The <i>Contractor</i> gives the <i>Client</i> a performance bond, provided by a bank or insurer which the <i>Project Manager</i> has accepted, for the amount stated in the Contract Data and in the form set out in the Scope . A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is given to the <i>Client</i> within four weeks of the Contract Date.	Set out the form of performance bond.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
X14.2	S 2105	The advanced payment bond is issued by a bank or insurer which the <i>Project Manager</i> has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is for the amount of the advanced payment which the <i>Contractor</i> has not repaid and is in the form set out in the Scope . Delay in making the advanced payment in accordance with the contract is a compensation event.	Set out the form of advanced payment bond.
X15.3	S 2205	The <i>Contractor</i> may use the material provided by it under the contract for other work unless <ul style="list-style-type: none"> the ownership of the material has been given to the <i>Client</i> or it is stated otherwise in the Scope. 	State any restrictions on how the <i>Contractor</i> may use material provided under this contract.
X15.4	S 2210	The <i>Contractor</i> retains copies of drawings, specifications, reports and other documents which record the <i>Contractor's</i> design for the <i>period for retention</i> . The copies are retained in the form stated in the Scope .	State any requirements for the form in which the <i>Contractor's</i> documents are retained.
A, B, C, D, E X16.3	S 2305	If stated in the Contract Data or agreed by the <i>Client</i> , the <i>Contractor</i> may give the <i>Client</i> a retention bond, provided by a bank or insurer which the <i>Project Manager</i> has accepted, for the total amount to be retained and in the form set out in the Scope . A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. Any amount retained after the <i>Contractor</i> gives the <i>Client</i> a retention bond is paid to the <i>Contractor</i> in the next assessment.	Set out the form of retention bond.
X21.1		The <i>Contractor</i> may propose to the <i>Project Manager</i> that the Scope is changed in order to reduce the cost of operating and maintaining an asset.	
X21.4		The <i>Project Manager</i> does not change the Scope as proposed by the <i>Contractor</i> unless the <i>Contractor's</i> quotation is accepted.	
X21.5		When a quotation to reduce the costs of operating and maintaining an asset is accepted the <i>Project Manager</i> changes the Scope , the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme. The change to the Scope is not a compensation event.	
C, E X22.1(3)	S 2505	Stage One and Stage Two have the meanings given to them in the Scope .	Define Stage One and Stage Two.
C, E X22.2(2)	S 2515	Within one week of the <i>Contractor</i> submitting a forecast for acceptance, the <i>Project Manager</i> either accepts the forecast or notifies the <i>Contractor</i> of the reasons for not accepting it. A reason for not accepting the forecast is that <ul style="list-style-type: none"> it does not comply with the Scope or it includes work which is not necessary for Stage One. 	State the requirements for the format of the forecast. This may include information to be included and an example layout.
C, E X22.3(1)	S 310, 2535	The <i>Contractor</i> submits its design proposals for Stage Two to the <i>Project Manager</i> for acceptance in accordance with the submission procedure stated in the Scope .	State the procedures for submitting design proposals to the <i>Project Manager</i> for acceptance.
C, E X22.3(3)	S 310, 320, 2540	If the submission is not accepted, the <i>Project Manager</i> gives reasons. A reason for not accepting a <i>Contractor's</i> submission is that <ul style="list-style-type: none"> it does not comply with the Scope, it will cause the <i>Client</i> to incur unnecessary costs to Others or the <i>Project Manager</i> is not satisfied that the Prices or any changes to the Prices have been properly assessed. 	State acceptance criteria for the design proposals.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
C, E X22.4(6)	S 2545	The <i>Contractor</i> obtains approvals and consents from Others as stated in the Scope .	State the approvals and consents that the <i>Contractor</i> obtains from Others.
C, E X22.4(7)		Any additional Scope provided by the <i>Contractor</i> in Stage One becomes Scope provided by the <i>Contractor</i> for its design.	
C, E X22.6(1)	S 2545	The <i>Project Manager</i> issues a notice to proceed to Stage Two when <ul style="list-style-type: none"> the <i>Contractor</i> has obtained approvals and consents from Others as stated in the Scope, changes to the Budget have been agreed or assessed by the <i>Project Manager</i>, the <i>Project Manager</i> and the <i>Contractor</i> have agreed the total of the Prices for Stage Two and the <i>Client</i> has confirmed the <i>works</i> are to proceed. 	Refer to clause X23.9.
C, E X22.6(2)		If a notice to proceed to Stage Two is not issued for any reason, the <i>Project Manager</i> issues an instruction that the work required in Stage Two is removed from the Scope . This instruction is not a compensation event.	
C, E X22.6(3)	S 2550	If the <i>Project Manager</i> does not issue a notice to proceed to Stage Two because <ul style="list-style-type: none"> the <i>Project Manager</i> and the <i>Contractor</i> have not agreed the total of the Prices for Stage Two or the <i>Contractor</i> has failed to achieve the performance requirements stated in the Scope the <i>Client</i> may appoint another contractor to complete the Stage Two <i>works</i> .	State objective performance requirements that the <i>Contractor</i> is to achieve.
C, E X22.7(1)		If one of the following events happens, the <i>Project Manager</i> and the <i>Contractor</i> discuss different ways of dealing with changes to the Budget which are practicable. <ul style="list-style-type: none"> The <i>Project Manager</i> gives an instruction changing the <i>Client's</i> requirements stated in the Scope. Additional events stated in the Contract Data. 	
Y1.6	S 2605	The <i>Contractor</i> submits proposals for adding a Supplier to the Named Suppliers to the <i>Project Manager</i> for acceptance. A reason for not accepting is that the addition of the Supplier does not comply with the Scope . The <i>Client</i> , the <i>Contractor</i> and the Supplier sign the Joining Deed after acceptance.	State any restrictions on adding a Supplier.

3.4 CLIENT'S SCOPE

There are many different ways to structure Scope. Unlike Contract Data, the ECC does not prescribe how the information is structured. This is because the ECC can be used for a wide range of works procured domestically or internationally.

The example Scope structure in this guidance does not follow the order in which subjects appear in the *conditions of contract*. Instead it is an arrangement of topics for describing the *works*, flowing from general explanations and requirements to specific details. This structure also permits various documents (such as specifications) to be included as appendices to make navigation of other Scope sections easier.

Guidance is provided for each Scope section. This includes a checklist of topics to help compilers prepare a complete statement of the *Client's* requirements, to meet project specific needs. The checklist provides a list of things which might need to be included – most projects will not use all items.

Example Scope structure

The numbering system used below is indicative.

SECTION	SCOPE (CLIENT'S)
S 100	Description of the <i>works</i>
S 200	General constraints on how the <i>Contractor</i> Provides the Works
S 300	<i>Contractor's</i> design
S 400	Completion
S 500	Programme
S 600	Quality management
S 700	Tests and inspections
S 800	Management of the <i>works</i>
S 900	Working with the <i>Client</i> and Others
S 1000	Services and other things to be provided
S 1100	Health and safety
S 1200	Subcontracting
S 1300	Title
S 1400	Acceptance or procurement procedure (Options C, D, E and F)
S 1500	Accounts and records (Options C, D, E and F)
S 1600	Ultimate holding company guarantee (Option X4)
S 1700	Undertakings to the <i>Client</i> or Others (Option X8)
S 1800	Transfer of rights (Option X9)
S 1900	Information modelling (Option X10)
S 2000	Performance bond (Option X13)
S 2100	Advanced payment to the <i>Contractor</i> (Option X14)
S 2200	The <i>Contractor's</i> design (Option X15)
S 2300	Retention (Option X16)
S 2400	Low performance damages (Option X17)

S 2500	Early <i>Contractor</i> involvement (Option X22)
S 2600	Project Bank Account (Option Y(UK)1)
S 2700	<i>Client's</i> work specifications and drawings

Guidance and checklist

This relates to the example Scope structure shown above. Guidance relating to each Scope section is provided in the first grey box of each section. A checklist of optional topics is also provided.

S 100 Description of the works

The *Client's* overall objectives for the project may be stated, so that the *Contractor* understands the context in which it Provides the Works and can work with the *Client* to achieve them.

CHECKLIST	EXPLANATION
S 105 Project objectives	Explain "why" the project is being undertaken. Specific objectives may include outcomes on safety, quality, time and functionality.
S 110 Description of the works	<p>Provide a general description of the work to be carried out under the contract. Do not repeat the definition of the <i>works</i>.</p> <p>The general description should be consistent with the description in Contract Data part one, and identify the outline scope of the <i>works</i> to be provided. A general description of the <i>Contractor's</i> design responsibility may be included here. A detailed description is included in section S 300.</p> <p>A description of works to be undertaken by the <i>Client</i> or Others is contained within section S 900.</p>

S 200 General constraints on how the *Contractor* Provides the Works

State any general constraints on how the *Contractor* Provides the Works, which are not covered by other Scope sections.

If project objectives are included, state the requirements imposed on the *Contractor* in helping to achieve them.

Constraints may include the checklist topics listed below. Constraints are restrictions on how the *Contractor* Provides the Works, not issues related to cash flow, funding or other requirements which conflict with the *conditions of contract*.

CHECKLIST	EXPLANATION
S 205 General constraints	Restrictions on: <ul style="list-style-type: none"> • Use of the Site. • Access to the Site. • Deliveries. • Noise and vibrations. • Working hours. • Parking. • Use of cranes. • Use (or non use) of explosives. • Restrictions on the use of hazardous materials. • Storage of fuel and chemicals. • Pollution, ecological or environmental impacts. • Archaeological requirements. • Interfaces between the <i>works</i> and existing things. • Occupied premises and users. • <i>Client</i> specific policies and procedures. • Constraints imposed to meet requirements of Others (for example funders).
S 210 Confidentiality	Confidentiality and publicity restrictions, and any acceptance procedures.
S 215 Security and protection of the Site	Security requirements for the Site and protection of the public.
S 220 Security and identification of people	Security, vetting and identification of people working on or visiting the Site.
S 225 Protection of existing structures and services	Specific requirements for the protection of existing structures, services, mains, trees and other plants. Requirements for maintenance of existing services. Procedures for working on existing structures and services. Refer to Site Information for location of existing things to be protected or procedures for identifying them.
S 230 Protection of the <i>works</i>	Specific requirements for the protection of the <i>works</i> against damage.
S 235 Cleanliness of roads	Requirements agreed with authorities for protecting and cleaning of access roads to the Site.
S 240 Traffic management	Requirements and procedures for management of traffic, road closures and public highways. Communication and information requirements.
S 245 Condition survey	Condition surveys to be carried out by the <i>Contractor</i> and any associated reinstatement works.
S 250 Consideration of Others	Restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises.
S 255 Industrial relations	Specific requirements for the <i>Contractor</i> to comply with any industrial relations policies.
S 260 Control of works	Requirements for permits or licences, for example permit to work procedures.
S 265 Site cleanliness	Keeping the Site clean and tidy.
S 270 Waste materials	Removal of waste and restrictions on the disposal of waste material. Requirements for recycling.

S 300 Contractor's design

The ECC is flexible in the allocation of design responsibility between the *Client* and *Contractor*. The default is that the *Client* is responsible for design unless otherwise stated in the Scope.

CHECKLIST	EXPLANATION
S 305 Design responsibility ECC 21.1	Define the parts of the <i>works</i> which the <i>Contractor</i> is to design. The responsibility for design can be described in a number of different ways, but in all cases, the part to be designed by the <i>Contractor</i> must be clearly identified. If the <i>Client</i> carries out most of the design, a list of items designed by the <i>Contractor</i> may be stated. If the <i>Contractor</i> carries out most of the design, a list of items designed by the <i>Client</i> may be stated.
S 310 Design submission procedures and acceptance criteria ECC 21.2 ECC X22.3(1) ECC X22.3(3)	State the procedures which the <i>Contractor</i> follows in carrying out its design and the procedures for submitting designs for acceptance by the <i>Project Manager</i> . If necessary, state the criteria for design acceptance by referring to S 320. Identify which parts of the design are required to be submitted to the <i>Project Manager</i> for acceptance.
S 315 Design approvals from Others	State any requirement for design checks, approvals and consents that the <i>Contractor</i> obtains from Others.
S 320 <i>Client's</i> requirements ECC 21.2 ECC X22.3(3)	Identify the <i>Client's</i> requirements for the parts of the <i>works</i> to be designed by the <i>Contractor</i> . Examples of this information are listed below. <ul style="list-style-type: none"> • Design specifications, standards and codes of practice. • Size and / or space limitations. • Loading and capacity requirements. • Operational performance requirements and design life. • Planning consent and drawings. • Energy consumption targets. • Environmental standards. • Sustainability requirements including carbon footprint targets or constraints. • Design quality evaluation criteria. • <i>Client's</i> brief, • <i>Client's</i> design report. • <i>Client's</i> standard design guidance. Typically the above information should state clearly the performance or outputs that are required in the design prepared by the <i>Contractor</i> . This is particularly relevant when X22 is being used and may depend upon how early in the design the <i>Contractor</i> is appointed. The requirements may also include the level of detail required in the particulars of design submitted for acceptance.
S 325 Design co-ordination	State what the <i>Contractor</i> is required to do for co-ordinating with Others in preparing its design and any responsibility for co-ordination of design by Others.
S 330 Requirements of Others	State what the <i>Contractor</i> is required to do for obtaining and satisfying any necessary authority requirements (for example planning officials or Government departments).
S 335 Using the <i>Contractor's</i> design ECC 22.1	State any other purposes for which the <i>Client</i> may wish to use and copy the <i>Contractor's</i> design if it is not as stated in clause 22.1.

S 340 <i>Client's</i> requirements ECC 23.1	Identify any <i>Client</i> requirements for the design of Equipment.
---	--

S 400 Completion

Completion is when the *Contractor* has done all the work which the Scope states he is to do by the Completion Date and corrected notified Defects which would have prevented the *Client* from using the *works* and Others from doing their work. If the work which the *Contractor* is to do by the Completion Date is not stated in Scope, then Completion is when the *Contractor* has done all the work necessary for the *Client* to use the *works* and for Others to do their work.

In order for the *Project Manager* to decide that Completion has occurred, the Scope must state clearly and unambiguously what work is to be done before Completion.

Examples might include successful passing of stated key tests and provision of as-built documentation. Refer to section S 700 for test and inspection requirements.

An alternative approach could be in the form of a statement of which part of the *works* can remain incomplete at the Completion Date.

It may also be useful to state the process to be adopted leading up to Completion to ensure a smooth transition from construction to operation of the asset. This may also include procedures leading up to Completion and between Completion and the Defects Date.

CHECKLIST	EXPLANATION
S 405 Completion definition ECC 11.2(2)	Work to be done by the Completion Date. If required, state which parts of the <i>works</i> can remain incomplete.
S 410 Sectional Completion definition ECC 11.2(2) ECC X5.1	As above for each Sectional Completion.
S 415 Training	Training required for the <i>Client</i> or Others and associated timescales.
S 420 Final clean	Details of final clean, removal of Equipment, temporary structures, materials, protection and tools.
S 425 Security	Details of security arrangements and handover at Completion.
S 430 Correcting Defects	Procedures for access for the correction of any Defects and procedure for liaison with the <i>Project Manager</i> and <i>Client</i> .
S 435 Pre-Completion arrangements	Requirements for preparing for take over.
S 440 Use of the works ECC 35.2	<p>Identify parts of the <i>works</i> that the <i>Client</i> requires to use prior to Completion without taking it over. Details to include:</p> <ul style="list-style-type: none"> • What is being done. • When it is being done and for how long. • Location or parts of the <i>works</i> effected. • Reasons for use. <p><i>Contractor's</i> access provision during period of use.</p> <p>For example this maybe necessary for process plant type works where it is typical for the <i>Client</i> to start using parts of the works to enable the <i>Contractor</i> to run tests that are needed before Completion.</p>

S 500 Programme

The ECC includes detailed programme requirements and procedures. It may be necessary to set out specific *Client* requirements.

CHECKLIST	EXPLANATION
S 505 Programme requirements ECC 31.2 ECC 31.3	State requirements for the format of the programme, including the use of specific software (if necessary) and the requirement for hard or electronic copies. State any requirement for the programme to be produced in levels (for example summary level to detail level). State any information additional to the requirements of clause 31.2 that the <i>Contractor</i> is to show on the programme. This may include dates for submission of designs and samples, dates for information or actions by the <i>Client</i> and <i>Project Manager</i> , and the timing of any test and inspection.
S 510 Methodology statement	Particular requirements for methodology statements, including any specific requirement for the format of resource information.
S 515 Work of the <i>Client</i> and Others ECC 25.1 ECC 60.1(5)	Detail the order and timing of the work of the <i>Client</i> and Others to be included in the programme and information to be provided. Refer as necessary to sections S 905 and S 910.
S 520 Information required	A schedule of information to be provided, who it is to be provided by and the date by which it is to be provided.
S 525 Revised programme	State any specific requirements for the submission of revised programmes such as an explanation of changes.

S 600 Quality management

Detail the requirements for quality control and management.

CHECKLIST	EXPLANATION
S 605 Quality management system ECC 40.1	State any specific requirements for the <i>Contractor's</i> quality management system, including accreditations or legislative standards, and requirements for the submission of a quality statement.
S 610 Quality policy statement and quality plan	State any specific requirements with which the quality policy statement and quality plan are required to comply including any topics to be included.
S 615 Samples	State the materials and samples required including any procedures for submission and acceptance.

S 700 Tests and inspections

Detail the tests and inspections required, the results expected, and which parties are involved in the test and inspection process. Tests and inspections may also be detailed within work specifications. Ensure consistency of drafting between this section and the contents of S 2700.

In addition to tests and inspections that might be required for statutory compliance, state the requirements for:

- Plant and Materials, and work prior to Completion (see S 400).
- Plant and Materials, and work after take over but before the *defects date*.

State any requirements for commissioning or performance tests in this section, in the same way that other tests and inspections are described including:

- System tests.
- Computer software tests.
- Performance tests.

CHECKLIST	EXPLANATION
<p>S 705 Tests and inspections</p> <p>ECC 41.1</p> <p>ECC 41.2</p> <p>ECC 42.1</p> <p>ECC 60.1(16)</p>	<p>Consider the following checklist for tests and inspections:</p> <ul style="list-style-type: none"> • Objective, procedure and standards to be used. • When they are to be done. • Where they are to be done, including identifying Plant and Materials which are to be tested and inspected before delivery to the Working Areas. • Who does the tests, and who is in attendance. • Testing and inspection method. • Equipment required and who provides it. • Access arrangements. • Information or instructions required to be provided. • Materials, facilities and samples to be provided by the <i>Contractor</i> and <i>Client</i>. • Involvement of specialists. • Acceptable results and deviations. • Test environment. • Documents to be provided before and after the test. • Whether or not authorisation to proceed to the next stage of the work depends in the test results.
S 710 Samples	State the requirements for samples of Plant or Materials provided by the <i>Contractor</i> and <i>Client</i> including samples of workmanship.
S 715 Management of tests and inspections and provision of samples	<p>Consider the requirement for a sample, test and inspection schedule, containing all relevant information.</p> <p>State the procedures for submission and review.</p>
S 720 Covering up completed work	State timescales for the covering up of works which have been tested or inspected.
S 725 <i>Supervisor's</i> procedures for inspections and watching tests	State any inspection procedures required by the <i>Supervisor</i> .

S 800 Management of the works

The ECC establishes a procedural framework based on good project management practice. It may be helpful to detail the management and communication procedures required to support this.

This may include a framework of regular meetings, attendees required and outputs. Explain how people will be involved in the management of the works and how communications are to be managed. Consider the use of a chart setting out the roles and responsibilities of the various parties involved.

CHECKLIST	EXPLANATION
S 805 Project team - Others	The Contract Data identifies the <i>Client</i> , <i>Project Manager</i> , <i>Supervisor</i> and <i>Contractor</i> and the <i>conditions of contract</i> state what each is required to do. It is important, in using this section, not to contradict these obligations and duties. If any of their duties are delegated to Others, the extent of the delegation should be set out.
S 810 Communication system ECC 13.2	Detail the communication system to be used. Consider the use of the following: <ul style="list-style-type: none"> • Internet based collaboration tool. • Electronic mail system or • Standard forms and templates.
S 815 Management procedures	State any management procedures which the <i>Contractor</i> is required to follow. Consider the following: <ul style="list-style-type: none"> • Meetings, attendees and meeting records. • Reporting requirements (e.g. progress reports). • Information requirements. • Terminology and abbreviations.
S 820 <i>Contractor's</i> application for payment ECC 50.2	State any specific requirements of the <i>Client</i> for the format and details to be included in the <i>Contractor's</i> application for payment. If necessary, detail any submission requirements.

S 900 Working with the *Client* and Others

Detail the activities of Others within the Working Areas.

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*. State any requirements that have been agreed with Others.

CHECKLIST	EXPLANATION
S 905 Sharing the Working Areas with Others ECC 25.1 ECC 60.1(5)	Provide a list of activities to be undertaken, explaining: <ul style="list-style-type: none"> • What is being done. • Who is doing it. • When it is being done, and for how long. • Where it is being done. • How the <i>Contractor</i> is to co-operate and share the Working Areas and whether it provides any services or other things (refer to S 1005 if necessary). The interface between the <i>Contractor</i> and Others is often complex and the obligations of the parties should be stated. This information may be conveniently provided in the form of interface schedules to ensure that arrangements are 'back-to-back'.
S 910 Co-operation ECC 25.1 ECC 60.1(5)	Identify known information requirements, for the <i>Contractor</i> to obtain from Others or provide to Others, and timing.
S 915 Co-ordination	State how the <i>Contractor</i> is to liaise with the <i>Client</i> and Others for the co-ordination of works and access.
S 920 Authorities and utilities providers	Identify works to be carried out by authorities and utilities providers. State the responsibility for enquiry, management, procurement, provision of notices and payment.

S 1000 Services and other things to be provided

State the services and other things that are to be provided by the *Client* for use by the *Contractor*, and by the *Contractor* for use by the *Client*, *Project Manager*, *Supervisor* or *Others*. Identify who they are provided for. It is not necessary to list things that the *Contractor* requires for its own use to Provide the Works.

State any requirements for the quality and maintenance of services to be provided.

CHECKLIST	EXPLANATION
<p>S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i>, <i>Project Manager</i>, <i>Supervisor</i> or <i>Others</i></p> <p>ECC 25.2</p>	<p>May include the following:</p> <ul style="list-style-type: none"> • Accommodation including meeting rooms. • Welfare facilities including catering, sanitation and recreation. • Medical facilities and first aid. • Storage facilities. • Security arrangements. • Copying. • Telephone, fax, radio or CCTV. • Computer equipment and services. • Sign boards and other signage. • Safety equipment and services. • Fences, screens and hoardings. • Postage. • Access roads. • Temporary facilities including scaffolding, lifting equipment, cranes and hoists. • Utilities, e.g. water & power. • Meter readings. <p>State what work the <i>Contractor</i> is required to do to maintain the above.</p>
<p>S 1010 Services and other things to be provided by the <i>Client</i></p> <p>ECC 25.2</p>	<p>Same checklist as above. Consider the following also:</p> <ul style="list-style-type: none"> • Access to the Site. • Space for accommodation. • Plant and Materials.

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

S 1100 Health and safety

State the health and safety requirements for the project which the *Contractor* must follow, in addition to the requirements of law.

Refer to section 3.2 for guidance on the inclusion of health and safety information in Scope.

CHECKLIST	EXPLANATION
S 1105 Health and safety requirements ECC 27.4	Detail health & safety requirements for the project, in addition to the requirements of law, which may include: <ul style="list-style-type: none"> • <i>Client's</i> safety requirements. • Reporting requirements. • Safety management, supervision and qualifications. • Management of Subcontractors. • Drug and alcohol policy. • Site induction procedures.
S 1110 Method statements	Detail the operations for which the <i>Contractor</i> is required to submit method statements and risk assessments to the <i>Project Manager</i> for acceptance.
S 1115 Legal requirements	If any health and safety duties are required by law, state who will perform them.
S 1120 Inspections	State any requirements for review and inspection of <i>Contractor's</i> health and safety procedures by the <i>Project Manager</i> .
S 1125 Deleterious and hazardous materials	State any restrictions on the use of deleterious and hazardous materials.
S 1130 Pre-Construction Information (UK specific, CDM Regulations 2015)	Identify the sections of the Pre-Construction Information that are Scope. Information contained or identified other parts of the Scope should not repeat, or be inconsistent with, the Pre-Construction Information.

S 1200 Subcontracting

The *Contractor* may subcontract work using an NEC contract. Any restrictions upon the *Contractor* subcontracting work need to be stated.

The ECC does not provide for nomination of subcontractors. Alternatives to achieve similar objectives are:

- make the *Contractor* responsible for all work; he may then subcontract parts and the *Project Manager* retains some control over the identity of the Subcontractors using clause 26 or
- provide for separate contracts, with the *Project Manager* managing the time and physical interfaces between them.

CHECKLIST	EXPLANATION
S 1205 Restrictions or requirements for subcontracting	State any restrictions and additional procedures which the <i>Contractor</i> must follow.
S 1210 Acceptance procedures ECC C, D, E 11.2(26) ECC F 11.2(27)	State any specific submission and acceptance procedures for proposed subcontracts not based upon an NEC contract. The basic requirement for submission and acceptance is dealt with in clause 26.3.

S 1300 Title

CHECKLIST	EXPLANATION
S 1305 Marking ECC 71.1	State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the <i>Supervisor</i> , for payment and transfer of title to the <i>Client</i> . State which items are to be prepared for marking, and how this is to be done. Identify any tests and inspections which must be passed before items are accepted for marking.
S 1310 Materials from excavation and demolition ECC 73.2	State any exceptions to the <i>Contractor's</i> title to materials arising from excavations and demolitions. State if the <i>Client</i> wishes to salvage any such materials, and if so where they are to be delivered to or collected from, and by whom.

S 1400 Acceptance or procurement procedure (Options C, D, E and F only)

This is relevant to Options C, D, E and F where payment to the *Contractor* is based upon Defined Cost. The definition of Disallowed Cost refers to acceptance and procurement procedures stated in the Scope.

CHECKLIST	EXPLANATION
S 1405 Procurement procedures ECC C, D, E 11.2(26) ECC F 11.2(27)	State any procurement procedures which apply in addition to the constraints set out within section S 1210. When using Option F, it is likely that detailed procurement procedures will be necessary and these may include such matters as: <ul style="list-style-type: none"> • Minimum number of competitive tenders. • Criteria on how a Subcontractor is appointed. • The involvement of the <i>Project Manager</i> in the procurement process and acceptance of Subcontractors.
S 1410 Submission and acceptance procedures ECC C, D, E 11.2(26) ECC F 11.2(27)	State any submission or acceptance procedures which apply in addition to the constraints set out within section S 1210.

S 1500 Accounts and records (Options C, D, E and F only)

Detail any records to be kept by the *Contractor*, in addition to those listed in clause 52.2.

CHECKLIST	EXPLANATION
S 1505 Additional records ECC C, D, E 52.2 ECC F 52.3	List the additional records to be kept by the <i>Contractor</i> . This may include the following: <ul style="list-style-type: none"> • Timesheets and Site allocation sheets. • Equipment records. • Forecasts of the total Defined Cost. • Specific procurement and cost reports. Define the format and presentation of records to be kept.

S 1600 Ultimate holding company guarantee (Option X4)

Clause X4.1 requires the form of ultimate holding company guarantee to be included in the Scope.

CHECKLIST	EXPLANATION
S 1605 Form of ultimate holding company guarantee ECC X4.1	Include the form of ultimate holding company guarantee.

S 1700 Undertakings to the *Client* or Others (Option X8)

Clause X8.3 requires the forms of undertakings to be included in the Scope.

CHECKLIST	EXPLANATION
S 1705 <i>Undertakings to Others</i> ECC X8.4	Include the form of <i>undertakings to Others</i> .
S 1710 <i>Subcontractor undertakings to Others</i> ECC X8.4	Include the form of <i>undertakings to Others</i> .
S 1715 <i>Subcontractor undertakings to the Client</i> ECC X8.4	Include the form of <i>undertakings to the Client</i> .

S 1800 Transfer of rights (Option X9)

Clause X9.1 requires exceptions to the *Client's* ownership of the *Contractor's* rights and whether the *Contractor* obtains rights to be stated in the Scope.

CHECKLIST	EXPLANATION
S 1805 <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> ECC X9.1	State any exceptions to the <i>Client's</i> ownership of the <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> . For example the rights may be limited to a royalty free "non-exclusive" licence.
S 1810 Other rights to be obtained by the <i>Contractor</i> ECC X9.1	Detail other rights for the <i>Client</i> which the <i>Contractor</i> obtains from Others and / or Subcontractors. Detail the document the <i>Contractor</i> provides confirming the transfer of these other rights.

S 1900 Information modelling (Option X10)

CHECKLIST	EXPLANATION
S 1905 Information Model Requirements	State the form of the Information Model.
ECC X10.1(4)	<p>State the requirements for creating the Information Model or, if more convenient, identify a document containing the requirements. The requirements may include:</p> <ul style="list-style-type: none"> • Procedure requirements. • Model standards. • Roles and responsibilities. • Model use glossary. • Model use requirements. • Information exchange formats. • Asset information requirements. • Model and 2D production standards. • Survey standards. • Common data environment requirements. • Deliverables.

S 2000 Performance bond (Option X13)

Clause X13.1 requires the form of performance bond to be included in the Scope.

CHECKLIST	EXPLANATION
S 2005 Form of performance bond	Include the form of performance bond.
ECC X13.1	

S 2100 Advanced payment to the Contractor (Option X14)

Clause X14.1 requires the form of advanced payment bond to be included in the Scope.

CHECKLIST	EXPLANATION
S 2105 Form of advanced payment bond	Include the form of advanced payment bond.
ECC X14.2	

S 2200 The *Contractor's* design (Option X15)

CHECKLIST	EXPLANATION
S 2205 Constraints on use of material ECC X15.3	State any restrictions on how the <i>Contractor</i> may use material provided under the contract for other work.
S 2210 Form of documents to be retained ECC X15.4	State any requirements for the form in which the <i>Contractor's</i> documents are retained.

S 2300 Retention (Option X16) (not used with Option F)

Clause X16.3 requires the form of retention bond to be included in the Scope.

CHECKLIST	EXPLANATION
S 2305 Form of retention bond ECC X16.3	Include the form of retention bond.

S 2400 Low performance damages (Option X17)

When using X17 it may be necessary to identify how the *Supervisor* will check whether the performance levels stated in Contract Data have been achieved.

CHECKLIST	EXPLANATION
S 2405 Performance requirements	Unless already stated in S 705, state the detailed requirements, performance standards and any tests required that relate to the performance levels stated in Contract Data.

S 2500 Early *Contractor* involvement (Option X22) (used only with Options C and E only)

Option X22 is flexible and allows for two alternate approaches:

- The *Client* appoints the *Contractor* to assist the *Client's* consultant in designing the project and may also design specific elements. Following agreement of the Prices for the construction stage, the *Client* then instructs the *Contractor* to deliver the works, including any outstanding design, under standard ECC Option C (target contract with activity schedule) terms. The details of the assistance to be provided for which elements of design, and the requirement to complete any outstanding design needs to be stated in the Scope.
- Alternatively, the *Client* appoints the *Contractor* to carry out the design with assistance from the *Client* and / or *Client's* consultant. The *Client* then instructs the *Contractor* to deliver the works under standard ECC Option C or E (cost reimbursable contract) terms. If using Option E, the *Contractor* is incentivised to provide a cost-effective design by sharing in the savings on the *Client's* Budget, including other costs incurred by the *Client*. The extent of what the *Client's* consultant will do needs to be stated in the Scope.

The approach taken should be stated in the Scope and be consistent with the design responsibility statement in S 305.

CHECKLIST	EXPLANATION
S 2505 Stage One and Two ECC X22.1(3)	Define Stage One and Stage Two. Examples of how they may be defined may include, for each Stage, reference to: <ul style="list-style-type: none"> • Design, procurement and construction activities. • Programme. • Deliverables. • Services and other things to be provided by the <i>Contractor</i>.
S 2510 Budget	Detail what is included in the Budget. State how changes to the Budget would be made.
S 2515 Stage One forecasts ECC X22.2(2)	State requirements for the format of the forecast. This may include information to be included and an example layout.
S 2520 Pricing Information	State how the Pricing Information is to be used in developing the Prices for Stage Two.
S 2525 Total of the Prices	State any specific requirements for how the Activity Schedule is created if Option C is used, or how the forecast total of the Prices is to be presented for Option E.
S 2530 Agreement of the Prices for Stage Two	State any specific requirements of the <i>Client</i> for agreeing the Prices for Stage Two. Stage Two cannot proceed unless an agreement is reached. Consider when the <i>Senior Representatives</i> or Dispute Avoidance Board become involved.
S 2535 Stage One design submission procedures and acceptance criteria ECC X22.3(1)	State the procedures which the <i>Contractor</i> follows in carrying out design that he is responsible for and the procedures for submitting designs for acceptance by the <i>Project Manager</i> . Identify which parts of the design are required to be submitted to the <i>Project Manager</i> for acceptance. If necessary, state the criteria for design acceptance by referring to S 320 and S 2540. State the form of the documents which are to be provided at the end of Stage One.
S 2540 Stage One <i>Client</i> requirements ECC X22.3(3)	State any requirements which apply during Stage One and are in addition to those stated in S 320. This may include criteria for refining and optimising the design.
S 2545 Stage One design approvals from Others ECC X22.4(2) ECC X22.6(1)	State any requirement for design checks, approvals and consents which the <i>Contractor</i> obtains from Others which apply during Stage One and are in addition to those stated in S 315.
S 2550 Stage One performance requirements ECC X22.6(3)	Unless stated elsewhere in the Scope, state objective performance requirements that the <i>Contractor</i> is to achieve.

S 2600 Project Bank Account (Option Y(UK)1)

Some Named Suppliers may be identified in Contract Data. Other Suppliers are added during the contract.

CHECKLIST	EXPLANATION
S 2505 Adding a Supplier ECC Y1.6	State any restrictions on adding a Supplier to the Named Suppliers.

S 2700 Client's work specifications and drawings

Include here the detailed work specifications and drawings which describe the *works*. A contents list may be provided or the documents themselves may be included or both.

Guidance for including work specifications is provided in section 3.2.

CHECKLIST	EXPLANATION
S 2705 Client's work specification	Contents list or documents or both.
S 2710 Drawings	Drawings list or drawings or both.

3.5 SCOPE PROVIDED BY THE CONTRACTOR FOR ITS DESIGN

Scope prepared by the *Client* is separate from any Scope prepared by the *Contractor* relating to its design.

The *Client* prepares its Scope before starting the selection process. The *Contractor* prepares its Scope during the *Client's* selection process. At contract award the two documents form the Scope. After contract award the only person that can change the Scope is the *Project Manager* under the various clauses in the contract.

The purpose of this section of Scope is to include the *Contractor's* technical information, specifications and drawings describing the *works* which it has designed. This may include Plant and Materials schedules, workmanship specifications, details and drawings. A contents list may be provided or the documents themselves may be included, or both.

There must be no ambiguity or inconsistency between the *Contractor's* Scope and the *Client's* Scope. The *Client's* Scope is treated as having priority over the *Contractor's* Scope under clause 60.1 (1). Refer also to section 3.1 above for guidance on how the contract deals with ambiguities and inconsistencies.

If the *Contractor* has offered an alternative proposal to the *Client's* Scope and the *Client* decides to accept it, the *Client's* Scope must be changed. There are two options for the *Client* in this situation:

- If the *Client* assumes design responsibility for the alternative proposal, then the *Client's* Scope is changed to incorporate it. It is not included within the *Contractor's* Scope, or
- If the *Contractor* retains design responsibility for the alternative proposal, then the *Client's* Scope is changed to remove any redundant and conflicting content, and the alternative proposal is included in the *Contractor's* Scope.

In both the above cases, it may also be necessary to update the design responsibility statement in the Scope to match any changes in who is now responsible for designing the *works*.

Note that, where the particulars of the *Contractor's* design are submitted for acceptance during the contract in accordance with clause 21.2, these submissions do not form part of the Scope.

CHAPTER 4

Site Information

4.1 THE STATUS OF THE SITE INFORMATION

Site Information is defined as follows:

“11.2 (18) Site Information is information which

- **describes the Site and its surroundings and**
- **is in the documents which the Contract Data states it is in.”**

The Site is defined as:

“11.2 (17) The Site is the area within the *boundaries of the site* and the volumes above and below it which are affected by work included in this contract.”

The document in which the Site Information is contained is identified in Contract Data part one.

Site Information describes the past and present condition of the Site and may include the following:

- Subsoil investigation borehole records and test results.
- Reports obtained by the *Client* concerning the physical conditions of the Site or its surroundings. This may include mapping, hydrographic data and hydrological information.
- References to publicly available information about the Site and surroundings, such as published papers and interpretations of the geological survey.
- Information about pipes, services and other objects below the surface of the Site.
- Information about above ground services within or adjacent to the Site.

Information about buildings, structures and other features (including machinery adjacent to and on the Site).

Site Information is provided to help the *Contractor* prepare its proposal as part of the *Client's* selection process including deciding its method of working and programme and preparing designs for which it is responsible. All information the *Client* has obtained about the physical condition of the Site and its surroundings should be included in Site Information.

There are several distinctions between Site Information and Scope:

- Site Information cannot be changed once the contract is formed.
- Site Information is used to assess compensation events resulting from physical conditions (clauses 60.1(12) and 60.2).
- Ambiguities and inconsistencies in the Site Information are resolved in favour of the *Contractor* (clause 60.3). This encourages full disclosure of information on the condition of the Site.

4.2 DRAFTING SITE INFORMATION

Site Information should be drafted following the guidance included in section 3.2 subsections on health and safety information and general drafting advice.

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

For use on Foreign, Commonwealth, and Development Office projects only

4.3 ECC REFERENCES TO THE SITE INFORMATION

The following table identifies where the *conditions of contract* refer to Site Information and are in the order that they appear in. Site Information should provide the information required by the contract.

CLAUSE REF.	CLAUSE DESCRIPTION
11.2 (18)	<p>Site Information is information which</p> <ul style="list-style-type: none"> describes the Site and its surroundings and is in the documents which the Contract Data states it is in.
60.2	<p>In judging the physical conditions for the purpose of assessing a compensation event, the <i>Contractor</i> is assumed to have taken into account</p> <ul style="list-style-type: none"> the Site Information, publicly available information referred to in the Site Information, information obtainable from a visual inspection of the Site and other information which an experienced contractor could reasonably be expected to have or to obtain.
60.3	<p>If there is an ambiguity or inconsistency within the Site Information (including the information referred to in it), the <i>Contractor</i> is assumed to have taken into account the physical conditions more favourable to doing the work.</p>
A 55.1	<p>Information in the Activity Schedule is not Scope or Site Information. If the activities on the Activity Schedule do not relate to the Scope, the <i>Contractor</i> corrects the Activity Schedule.</p>
C 55.2	<p>Information in the Activity Schedule is not Scope or Site Information.</p>
B, D 56.1	<p>Information in the Bill of Quantities is not Scope or Site Information.</p>

4.4 SITE INFORMATION

There are many different ways to structure Site Information and the required content will vary from project to project.

Guidance is provided for each Site Information section. This includes a checklist of topics to help compilers prepare a complete statement of the past and present condition of the Site. The checklist provides a list of things which might need to be included – most projects will not use all items.

Example Site Information structure

The numbering system used below is indicative.

SECTION	SITE INFORMATION
SI 100	Site location
SI 200	Reports and surveys
SI 300	Public information
SI 400	Buried pipes, services and other objects
SI 500	Buildings, structures and other things adjacent to the Site
SI 600	Health and safety information

Guidance and checklist

This relates to the example Site Information structure shown above. Guidance relating to each Site Information section is provided in the grey boxes. A checklist of optional topics is also provided.

SI 100 Site location

Provide details about the location of the Site, including any general features.

CHECKLIST	EXPLANATION
SI 105 Site location	<p>Details may include: drawings or information showing:</p> <ul style="list-style-type: none"> • <i>boundaries of the site.</i> • Location plan(s). • Mapping information. • General features of the existing site.

SI 200 Reports and surveys

Identify reports and surveys describing the past and present condition of the Site and its surroundings. As much detail as possible should be provided so that the *Contractor* can adequately assess the risk of physical conditions.

CHECKLIST	EXPLANATION
SI 205 Reports and surveys	<p>Details may include reports and other information such as:</p> <ul style="list-style-type: none"> • Site investigation information including subsoil investigation, borehole location plan and records, soil test results, trial pit records. • Geotechnical baseline report. • Asbestos register / contamination survey report. • Topographic survey. • Hydrographic and hydrological data. • Remediation survey and related information. • Arboricultural survey report. • Archaeological report. • Party wall / rights of light data.

SI 300 Public information

Identify publicly available information about the Site. Normally only factual information about the physical conditions on the Site and its surroundings is included. Interpretation is a matter for the *Contractor* in order to decide its method of working and programme and prepare any designs it is responsible for. However, some *Clients* may wish to include interpretative information, such as inferred geological sections.

CHECKLIST	EXPLANATION
SI 305 Public information	<p>Details may include information or documents such as:</p> <ul style="list-style-type: none"> • Interpretation of geological survey. • Details of historic uses of the Site. • Academic papers or reports. • Local development plan. • Planning applications and consents.

SI 400 Buried pipes, services and other objects

Provide details of known or suspected pipes, services and other objects below the ground surface of the Site. This may include existing basements and buried tanks.

CHECKLIST	EXPLANATION
SI 405 Buried pipes, services and other objects	<p>Details may include drawings or plans showing:</p> <ul style="list-style-type: none"> • Foul and surface water drainage. • Gas mains. • Water mains. • Telecommunications and fibre optic cable routes. • Fuel lines. • Service ducts. • Heating or steam mains. • Buried tanks, foundations or other objects. • Other information.

SI 500 Buildings, structures and other things adjacent to the Site

Provide details about buildings and structures adjacent to the Site that may affect the works.

CHECKLIST	EXPLANATION
SI 505 Buildings, structures and other things adjacent to the Site	<p>Details may include drawings and other information about:</p> <ul style="list-style-type: none"> • Boundary fences and walls. • Buildings including basements. • Roads and footpaths. • Electricity substations. • Other structures including bridges. • Other information.

SI 600 Health and safety information

Refer to section 3.1 and 3.2 for guidance on the inclusion of health and safety information in the Site Information.

CHECKLIST	EXPLANATION
SI 605 Pre-Construction Information (UK specific, CDM Regulations 2015)	<p>Identify the sections of the Pre-Construction Information that are Site Information.</p> <p>Information contained or identified in the other parts of Site Information should not repeat, or be inconsistent with, the Pre-Construction Information.</p>

CHAPTER 5

Pricing documents

5.1 INTRODUCTION

The pricing document used in the ECC is either:

- an activity schedule (if main Option A or C are used) or
- a bill of quantities (if Option B or D are used).

The pricing document is identified in Contract Data part two. It is not part of the Scope and must not be used to describe the *works*.

If main Options E or F are used there is no pricing document.

5.2 ACTIVITY SCHEDULE (OPTIONS A AND C)

The *activity schedule* is prepared and priced by the *Contractor*. Its use varies between Options A and C. An example *activity schedule* is provided below.

ACTIVITY NUMBER	ACTIVITY DESCRIPTION	LUMP SUM PRICE
1		
2		
3		
Total of the Prices =		

The *Contractor* is required to provide information which shows how each activity on the *activity schedule* relates to the operations on each programme submitted for acceptance. This can be provided by including the information:

- in an additional column in the *activity schedule*,
- as part of the programme or
- in a separate document.

The prices entered for each activity are lump sums, not unit rates as in a bill of quantities. The *Contractor* decides how to break up its work into activities, enters them on the schedule and prices each one. It should be clear from the activity description when it is complete. For regularly occurring costs (e.g. for renting site accommodation and welfare facilities) an activity for each assessment interval should be included.

When using Options A and C, the *Contractor* is responsible for calculating quantities from the Scope where they need to know a quantity in order to estimate the cost of the work. For many contracts (including process plant, building construction, etc.) this is a significant task.

If using Option A, the lump sum price for each activity is the Price for Work Done to Date (PWDD) on completion of each activity unless it is in a group. Payment for each group of activities becomes due when all the activities in that group are completed. Consequently, the *Client* may wish to identify groups of activities to specify stage payments.

If using Option C it is not necessary for groups of activities to be identified because the *activity schedule* is not used to assess the PWDD. It is only used to adjust the Prices when compensation events occur and subsequently for calculating the *Contractor's* share after Completion (see Volume 4 – Managing an Engineering and Construction Contract).

When using Option X23 the *activity schedule* at the Contract Date includes the Prices for the work in Stage One only. This will be adjusted during the contract to include the prices for Stage Two. The Pricing Information is used for these adjustments – the *Client* must decide how he wishes this information to be used and state its requirements in the Scope.

Further guidance on the use of the *activity schedule* when selecting a supplier is included in Volume 3 – Selecting a Supplier.

5.3 BILL OF QUANTITIES (OPTIONS B AND D)

The *bill of quantities* is prepared by the *Client*. Its use varies between Options B and D.

The *method of measurement*, on which the *bill of quantities* is based, is identified in Contract Data part one. Any amendments or additions to the standard method of measurement should also be identified.

An example *bill of quantities* is provided below.

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	RATE	PRICE
1					
2					
Total of the Prices =					

The *bill of quantities* is priced and extended by *Contractor*, to produce the total of the Prices.

There is no general provision for payment for Equipment or Plant and Materials within the Working Areas before they are incorporated into the *works*, i.e. equivalent to 'materials on site'. If earlier payment is required this can be achieved by

- using the advanced payment Option X14,
- inserting appropriate items in the method related charges where the method of measurement allows or
- including an allowance in the rates for the financing of the Equipment or Plant and Materials until they are incorporated in the *works*.

Guidance on the special circumstances under which payment might be made for Equipment or Plant and Materials which are outside the Working Areas are covered in Volume 4 – Managing an Engineering and Construction Contract.

It is important that the *bill of quantities* is prepared to suit the position at which the boundary between the *Client's* and the *Contractor's* design is set. Standard methods of measurement typically assume that the *Client* is responsible for most of the design. The rules for itemisation and description of the work are set accordingly.

Consequently, when using the ECC with the *Contractor* carrying out more design, the existing methods of measurement will need amending or a special method of measurement substituted. In extreme cases, such as when the *Contractor* is carrying out most of the design, a bill of quantities will not be appropriate and an activity schedule (i.e. Option A or Option C) should be used.

For example, standard methods of measurement usually require separate items to be given for concrete, reinforcement and formwork in reinforced concrete, with quantities for each. When the *Contractor* is to design the reinforced concrete, it is impossible for the *Client* to calculate the quantities before the *Contractor* is appointed. It is also inappropriate as the *Contractor* should take the risk of quantity variation for items which it has designed. The principle which must be followed is that the items in the *bill of quantities* must not describe the work using any assumptions about what the *Contractor* may choose to provide or about the quantities of work which it will choose to provide.

CHAPTER 6

Form of agreement

A contract can be created in a number of different ways and further guidance is provided in Volume 3 – Selecting a Supplier.

Some *Clients* may require a formal agreement. The form of agreement used will depend upon the jurisdiction and even within a jurisdiction there may be a number of different forms of agreement that can be used. *Clients* often have their own standard forms. If necessary legal advice should be obtained.

The purpose of the form of agreement is to record the agreement between the two Parties and identify the documents which form the contract. Consequently whatever form of agreement is used, it only need refer to Contract Data, within which the documents forming the contract are identified.

An example form of agreement is provided below showing the key requirements:

This agreement is made on theday of20.....between

- (the *Client*) and
- (the *Contractor*)

The *Client* wishes to have the following *works* provided.....

1. The *Contractor* will Provide the Works in accordance with the *conditions of contract* identified in the Contract Data.
2. The *Client* will pay the *Contractor* the amount due and carry out its duties in accordance with the *conditions of contract* identified in the Contract Data.
3. The documents forming this agreement are:
 - Contract Data part one
 - Contract Data part two and
 - the documents identified in Contract Data.

Executed by the *Client*

by (name)
 (signature)

Executed by the *Contractor*

by (name)
 (signature)

CHAPTER 7

Engineering and Construction Subcontract

7.1 INTRODUCTION

For this part of the user guide the word 'Subcontractor' is printed in italics if it is used in the context of the Engineering and Construction Subcontract (ECS).

The ECS is based on the ECC to achieve identical working for similar contract situations. The reason for this is that the relationship between the *Contractor* and the *Subcontractor* is like that between the *Client* and *Contractor*. Therefore detailed guidance for preparing an ECS has not been provided since the principles can be understood from the ECC user guide.

However, there are certain additions and changes in the ECS which arise from the ECC. These will be dealt with by exception in this part of the user guide where they affect the preparation of the ECS.

7.2 TERMINOLOGY

When using the other parts of this user guide for preparing the ECS the following terms used in the ECC should be read as follows in the context of the ECS:

TERM IN ECC	TERM TO BE USED IN THE ECS
contract	subcontract
Contract Data	Subcontract Data
Completion Date	Subcontract Completion Date
Contract Date	Subcontract Date
Provide the Works	Provide the Subcontract Works
Scope	Subcontract Scope
Subcontractor	Subsubcontractor
subcontract	subsubcontract
<i>Client</i>	<i>Contractor</i>
<i>Contractor</i>	<i>Subcontractor</i>
<i>works</i>	<i>subcontract works</i>
<i>language of the contract</i>	<i>language of the subcontract</i>
<i>law of the contract</i>	<i>law of the subcontract</i>
<i>starting date</i>	<i>subcontract starting date</i>
<i>completion date</i>	<i>Subcontract completion date</i>
<i>currency of the contract</i>	<i>currency of the subcontract</i>

It should also be noted that the ECC is referred to as the “main contract” in the ECS.

In the ECS, whilst the roles of the *Client*, *Project Manager* and *Supervisor* have all been combined into one (the *Contractor*), the ECS still makes reference to the *Client*, *Project Manager* and *Supervisor* that are identified in the main contract (ECC).

7.3 SUBCONTRACT DATA CHECKLIST

Most ECS Subcontract Data entries have an equivalent entry in the ECC Contract Data. Whilst, the checklist below follows the order in which entries appear in Subcontract Data, only those entries that are substantially different or require further guidance are included below.

Subcontract Data is available, from NEC, in digital format and this can be used when preparing contracts.

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
SUBCONTRACT DATA PART ONE – DATA PROVIDED BY THE CONTRACTOR		
1 GENERAL		
The <i>conditions of subcontract</i> are the core clauses and the following clauses for the main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Subcontract June 2017	Identifies what clauses form the <i>conditions of subcontract</i> .	Often the subcontract main Option will be same as the main contract main Option. However, in some circumstances the <i>Contractor</i> may choose to engage a Subcontractor under a different main Option. For example, the subcontract main Option A (a lump sum price) may be chosen where the main contract is main Option B (re-measurement). Note the ECS includes all the same main and secondary Options as the ECC, except the following: <ul style="list-style-type: none"> main Option F, Option W3 and secondary Option X22.
The <i>works</i> in the main contract are	Identifies the main contract scope of works.	The description should be the same as the description for the <i>works</i> in the main contract.
The <i>Client</i> in the main contract is Name Address for communications Address for electronic communications	Identifies the main contract <i>Client</i> .	The entries should be the same as the equivalent entries in main contract.
The <i>Project Manager</i> in the main contract is Name Address for communications Address for electronic communications	Identifies the main contract <i>Project Manager</i> .	
The <i>Supervisor</i> in the main contract is Name Address for communications Address for electronic communications	Identifies the main contract <i>Supervisor</i> .	
The Subcontract Scope is in	Identifies the document(s) containing the Subcontract Scope.	Typically the Subcontract Scope will be based upon the main contract Scope and comprise some of the documents such as specifications and drawings that are relevant to the scope of the <i>subcontract works</i> .

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
		<p>However, the main contract Scope will state constraints on how the <i>Contractor</i> Provides the Works and it is likely these will need to be re-drafted to specifically deal with constraints on how the <i>Subcontractor</i> Provides the Subcontract Works.</p> <p>Therefore, it is unlikely that the Subcontract Scope will be the same as the main contract Scope and using phrases such as 'The main contract Scope shall be incorporated into this subcontract' should be avoided.</p>
The Site Information is in	Identifies the document(s) containing the subcontract Site Information.	<p>Typically, subcontract Site Information will be the same as the main contract Site Information.</p> <p>However, subcontract Site Information should describe the past and present conditions of the site on the anticipated Subcontract Date. Consequently the main contract Site Information may need to be added to by the <i>Contractor</i> to reflect works completed between the Contract Date and the anticipated Subcontract Date. This may include further information resulting from the <i>Contractor</i> completing further site investigation works.</p> <p>For example, if the (main contract) <i>works</i> include the construction of a road bridge structure and the <i>subcontract works</i> are the road surfacing over the bridge, the subcontract Site Information will include the information describing the road bridge structure. This information would have been in the main contract Scope.</p>
The <i>boundaries of the site</i> are	The extent of the Site (clause 11.2(17)) is defined by reference to the <i>boundaries of the site</i> .	Typically this will define the extent of the main contract Site. However the <i>Subcontractor</i> may be constrained to work within a smaller area than the main contract Site, in which case the <i>boundaries to the site</i> should reflect this.
<p>The <i>period for reply</i> by the <i>Contractor</i> is except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for is The <i>period for reply</i> for is 	Identifies the default period of time within which the <i>Contractor</i> replies to a communication unless one is stated in the relevant clause.	<p>Time periods stated in the ECS have been adjusted to allow for associated actions under the main contract. Time limits in the subcontract for sending information to the <i>Contractor</i> are less than those stated in the main contract for sending information to the <i>Project Manager</i> to allow time for the <i>Contractor</i> to incorporate or process the information.</p> <p>Time limits in the subcontract for transmitting decisions or payments to the <i>Subcontractor</i> are greater than those stated in the main contract, for similar reasons.</p>
<p>The <i>period for reply</i> by the <i>Subcontractor</i> is except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for is The <i>period for reply</i> for is 	Identifies the default period of time within which the <i>Subcontractor</i> replies to a communication unless one is stated in the relevant clause.	<p>Some time periods are not stated in the ECS but, like the main contract, are to be inserted in the Subcontract Data. Examples are a reply to a communication or the submission of a revised programme.</p> <p>The <i>Contractor</i> should ensure that the time periods in the Subcontract Data are adequate for proper reply but not excessive so as to prevent the <i>Contractor</i> from sending a similar reply under the main contract. For this reason, and those stated above, Subcontract Data allows the <i>Contractor</i> to identify different <i>periods of reply</i> by it compared to the <i>periods of reply</i> by the <i>Subcontractor</i>.</p>



SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
Early warning meetings are to be held at intervals no longer than	Identifies the frequency of early warning meetings	Typically the frequency will be the same as the main contract to enable the <i>Contractor</i> to raise any issues in the main contract early warning meetings.
2 THE SUBCONTRACTOR'S MAIN RESPONSIBILITIES		
<p>If Option C, D or E is used</p> <p>The <i>Subcontractor</i> prepares forecasts of the total Defined Cost for the <i>subcontract works</i> at intervals no longer than</p>	Identifies the frequency of preparing forecasts of total Defined Cost for the <i>subcontract works</i>	Typically the frequency will be the same as the main contract (if it includes Option C, D or E) to enable the <i>Contractor</i> to incorporate the <i>Subcontractor's</i> forecast within the forecast submitted under the main contract.
3 TIME		
The <i>Subcontractor</i> submits revised programmes at intervals no longer than	Identifies the frequency for submitting revised programmes	Typically the frequency will be the same as the main contract to enable the <i>Contractor</i> to incorporate the <i>Subcontractor's</i> programme within the programme submitted under the main contract.
<p>If the Contractor has decided the subcontract completion date for the whole of the subcontract works.</p> <p>The <i>subcontract completion date</i> for the whole of the <i>subcontract works</i> is</p>	Identifies the <i>subcontract completion date</i> for the <i>subcontract works</i>	Under the ECS the liabilities carried by the <i>Contractor</i> for the <i>works</i> that are subcontracted are passed to the <i>Subcontractor</i> for the period from the <i>subcontract starting date</i> until the subcontract Defects Certificate has been issued. Outside of this period, except for continuing liabilities, the <i>Contractor</i> or <i>Client</i> (depending upon other main contract criteria) carries the risk for the <i>subcontract works</i> . Thus, if the <i>subcontract completion date</i> and <i>subcontract defects date</i> are earlier than those of the main contract then the <i>Contractor</i> must recognise two important factors.
4 QUALITY MANAGEMENT		
The period between Completion of the whole of the <i>subcontract works</i> and the <i>defects date</i> is	Identifies the period within which the <i>Subcontractor</i> is required to correct Defects	<ul style="list-style-type: none"> The <i>Contractor</i> will carry the risk of and should ensure that its insurance cover is continuing for the <i>subcontract works</i>. The <i>Contractor</i> will carry the risk of Defects in the <i>subcontract works</i> from the conclusion of the <i>Subcontractor's</i> liability for correcting its Defects upon the issue of the subcontract Defects Certificate. <p>Should it be important, for example, that the <i>Subcontractor</i> continues to correct Defects right up to Completion of the whole of the <i>works</i> (or even to the issue of the main contract Defects Certificate) then the dates entered here should be the same as the equivalent main contract dates.</p>
<p>The <i>defect correction period</i> is except that</p> <ul style="list-style-type: none"> The <i>defect correction period</i> for is The <i>defect correction period</i> for is 	Identifies the <i>defect correction period(s)</i>	To enable the <i>Contractor</i> to comply with the main contract obligations, the time periods stated should be the same or less than the main contract <i>defect correction period(s)</i> , if the <i>subcontract completion date</i> and <i>subcontract defects date</i> are the same as the equivalent dates in the main contract.
5 PAYMENT		
The <i>assessment interval</i> is	Identifies the frequency of assessing the amount due to the <i>Subcontractor</i>	To provide a reasonable cash flow for both the <i>Subcontractor</i> and <i>Contractor</i> , typically the frequency will be similar to the frequency in the main contract.

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
8 LIABILITIES AND INSURANCE		
The minimum amount of cover for insurance against loss of or damage to property (except the <i>subcontract works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Subcontractor</i>) arising from or in connection with the <i>Subcontract Works</i> for any one event is	Identifies the minimum amount of cover for insurance against loss of or damage to property	<p>The <i>Contractor</i> passes those of its liabilities under the main contract to the <i>Subcontractor</i> where they apply to the <i>subcontract works</i>.</p> <p>Notwithstanding the subcontract insurance provisions, the <i>Contractor</i> still carries responsibility for the performance of the <i>Subcontractor</i> in the main contract and the <i>Subcontractor</i> is always responsible for insuring its own Equipment and its employees.</p>
The minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Subcontractor</i> arising out of and in the course of their employment in connection with the subcontract for any one event is	Identifies the minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Subcontractor</i>	
RESOLVING AND AVOIDING DISPUTES		
<p>The <i>Adjudicator</i> in the subcontract is</p> <p>Name</p> <p>Address for communications</p> <p>Telephone</p> <p>Address for electronic communications</p>	Identifies the person who will be the subcontract <i>Adjudicator</i>	<p>The subcontract <i>Adjudicator</i> for be a person different from the <i>main contract Adjudicator</i>. The subcontract <i>Adjudicator's</i> function is to deal with disputes which arise only between the <i>Contractor</i> and <i>Subcontractor</i> and which do not concern the <i>Client</i>.</p> <p>The ECS includes a provision to cater for a dispute arising under the main contract which concerns the <i>subcontract works</i>. This enables the <i>Contractor</i> to require that such a dispute is dealt with jointly with the dispute under the main contract by the <i>main contract Adjudicator</i>. This avoids two different adjudicators making different decisions on the same dispute.</p> <p>If any of the three parties to a joint dispute disagrees with the <i>Adjudicator's</i> decision, it may refer it to the <i>tribunal</i>, but this will only be between two contracting parties.</p>
<p>The <i>main contract Adjudicator</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Telephone</p> <p>Address for electronic communications</p>	Identifies the person who will be the <i>main contract Adjudicator</i>	
X7: DELAY DAMAGES		
<p>If Option X7 is used without Option X5</p> <p>Delay damages for Completion of the whole of the <i>subcontract works</i> are per day</p>	Identifies the amount per day to be paid by the <i>Subcontractor</i>	<p>When considering delay damages it is not sufficient for the <i>Contractor</i> to insert general wording such as 'delay damages as main contract'. The delay damages should reflect the likely costs the <i>Contractor</i> will incur if there is a delay by the <i>Subcontractor</i>.</p> <p>If the <i>subcontract works</i> are critical or the <i>subcontract completion date</i> is coincidental with that of the main contract, then it may be that the delay damages under the subcontract will be as those for the main contract.</p> <p>In circumstances where the subcontract is not critical or concerns only minor <i>works</i>, the delay damages should reflect this.</p>
<p>If Option X7 is used with Option X5</p> <p>Delay damages for each <i>section</i> of the <i>subcontract works</i> are:</p> <p><i>section</i></p> <p>description</p> <p>amount per day</p> <p>The delay damages for the remainder of the <i>subcontract works</i> are</p>	Identifies each <i>section</i> and the amount per day to be paid by the <i>Subcontractor</i>	

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
X8: UNDERTAKINGS TO THE CLIENT OR OTHERS		
The <i>undertakings to Others</i> are: provided to	Identifies who the <i>undertakings to Others</i> are provided to	The organisations that the <i>undertakings to Others</i> are provided to will be the same as those identified in the main contract. The form of the <i>undertakings to Others</i> will be the same as those set out in the main contract Scope.
The <i>undertakings to the Client</i> are: Subcontract work	Identifies the <i>subcontracted works</i> which are covered by the <i>undertakings to the Client</i>	<i>Undertakings to the Client</i> will only be required if the work identified in the equivalent entry in the main contract is subcontracted. The form of the <i>undertakings to the Client</i> will be the same as those set out in the main contract Scope.
X12: MULTIPARTY COLLABORATION (NOT USED WITH OPTION X20)		
The <i>Promoter</i> is	Identifies the <i>Promoter</i>	This Option will be used when X12 is included in the main contract and the <i>Contractor's</i> subcontractor(s) are identified as Partner(s). In this case the <i>Promoter</i> will be the same as the main contract. Alternatively, if X12 is not included in the main contract, the <i>Contractor</i> may still use X12 to incentivise its subcontractors to achieve an objective related to the main contract. In this case the <i>Contractor</i> will be the <i>Promoter</i> .
The Schedule of Partners is in	Identifies the document containing the Schedule of Partners	If X12 is included in the main contract, the Schedule of Partners will be that identified in the main contract.
The <i>Promoter's objective</i> is	Identifies the <i>Promoter's objective</i> for the project(s)	If X12 is included in the main contract, the <i>Promoter's objective</i> will be that identified the main contract.
The Partnering Information is in	Identifies the document(s) containing the Partnering Information	If X12 is included in the main contract, the Partnering Information will be that identified the main contract.
X15: THE CONTRACTOR'S DESIGN		
The <i>period for retention</i> following Completion of the whole of the <i>subcontract works</i> or earlier termination is	Identifies the <i>period for retention</i> of the <i>Subcontractor's</i> design information	Typically the end of the <i>period for retention</i> will be the same as the end of the <i>period for retention</i> in the main contract. Typically this will also be the same as the period which the <i>Contractor</i> remains liable for any matter under the main contract.
X18: LIMITATION OF LIABILITY		
The <i>Subcontractor's</i> liability to the <i>Contractor</i> for indirect or consequential loss is limited to	Identifies the limit of the <i>Subcontractor's</i> liability to the <i>Contractor</i> for indirect or consequential loss	Typically the limits stated under each of these entries should reflect the relative significance of the <i>subcontracted works</i> in terms of liability in comparison to the <i>Contractor's</i> overall liability arising under the main contract.
For any one event, the <i>Subcontractor's</i> liability to the <i>Contractor</i> for loss of or damage to the <i>Client's</i> or <i>Contractor's</i> property is limited to	Identifies the limit of the <i>Subcontractor's</i> liability to the <i>Contractor</i> for loss of or damage to the <i>Client's</i> or <i>Contractor's</i> property	
The <i>Subcontractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	Identifies the <i>Subcontractor's</i> limit of liability for Defects due to its design which are not listed on the Defects Certificate	
The <i>Subcontractor's</i> total liability to the <i>Contractor</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Identifies the <i>Subcontractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters	

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
The <i>end of liability date</i> is years after the Completion of the whole of the <i>subcontract works</i>	Identifies the <i>end of liability date</i>	The <i>end of liability date</i> needs to be set taking account of the <i>Contractor's</i> risk and the <i>Subcontractor's</i> ability to carry the liability. For <i>subcontract works</i> that are significant in comparison to the main contract <i>works</i> the <i>end of liability date</i> will be the same date identified in the main contract.
X20: KEY PERFORMANCE INDICATORS (NOT USED WITH OPTION X12)		
A report of performance against each Key Performance Indicator is provided at intervals of.....months	Identifies the frequency for submitting reports on performance	Where Option X20 is included in the main contract, typically the frequency will be the same as the main contract to enable the <i>Contractor</i> to comply with the requirements of the main contract.
Y(UK)1: PROJECT BANK ACCOUNT		
The Trust Deed is in The Joining Deed is in	Identifies the documents(s) containing the Trust Deed and the Joining Deed	<p>Y(UK)1 will only be used if</p> <ul style="list-style-type: none"> a Project Bank Account is set up in the main contract and the <i>Subcontractor</i> or the <i>Subcontractor</i> and Subsubcontractors or suppliers are, or will be, Named Supplier(s) under that contract. <p>The Trust Deed and the Joining Deed will be the same as those included in the main contract.</p> <p>If the Joining Deed is used by the <i>Subcontractor</i> to appoint a Subsubcontractor or a supplier as an Additional Supplier, the deed must include provision for signature by the <i>Subcontractor</i> as well as the client, the contractor and Additional Supplier.</p> <p>The <i>Subcontractor</i> will either sign the Trust Deed on or before the Subcontract Date or if they join the Project Bank Account after the Subcontract Date they will sign the Joining Deed.</p>

7.4 SUBCONTRACT SCOPE

The ECS clauses that reference the Subcontract Scope are the same as the ECC except for the following:

- The equivalent to ECC clause 11.2(26) is clause 11.2(25) in the ECS.
- The equivalent to ECC clause Y1.6 is clause Y1.3 in the ECS.

The example ECC Scope structure and checklist can be used for the ECS except:

- the changes in terminology set out in section 7.2 above should be noted,
- references to Option F in sections S 1400, 1500 and 2300 should be removed and
- section S 2500 should be removed as Option X22 is not used in the ECS.

APPENDIX 1

Contract Data – Worked Example

CONTRACT DATA

PART ONE – DATA PROVIDED BY THE CLIENT

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017

Main Option Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Mr H Paddick

Address for communications

Greenwheat County Council, County Hall,
Greater Binding, Greenwheatshire

Address for electronic communications

hpaddick@greenwheatcc.com

The *Scope* is in

sections S 100 to 2700 in Volume 2

The *Site Information* is in

sections SI 100 to 600 in Volume 3

The *boundaries of the site* are

shown on drawing SP 104 Revision C in
section SI 105 in Volume 3

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales, subject to the jurisdiction
of the courts of England and Wales

The *period for reply* is except that

- The *period for reply* for is
- The *period for reply* for is

The following matters will be included in the Early Warning Register

1. The level of the River Binding exceeds 2.6m as measured at the weir at Little Binding

Early warning meetings are to be held at intervals no longer than

2 The Contractor's main responsibilities

The *key dates and conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
(1) Carriageway complete up to the top of sub-base between chainage 1000 and 1500 (to allow rising main to be installed by Others)	5 February 2018

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

five weeks

3 Time

The *starting date* is 3 October 2017

The *access dates* are

part of the Site	date
(1) All areas west of the River Binding	3 October 2017
(2) Remainder of the Site	31 October 2017

The *Contractor* submits revised programmes at intervals no longer than

five weeks

The *completion date* for the whole of the *works* is

15 October 2018

The Client **is not** willing to take over the works before the Completion Date

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is four weeks

The period between Completion of the whole of the *works* and the *defects date* is

52 weeks

The *defect correction period* is three weeks except that

- The *defect correction period* for Plant in the School Underpass is twelve weeks

5 Payment

The *currency of the contract* is the

pound sterling

The *assessment interval* is

monthly

The *interest rate* is 5 % per annum (not less than 2) above the

base rate of the Bank of England bank

The Contractor's share percentages and the share ranges are

share range	Contractor's share percentage
less than <input type="text" value="80"/> %	<input type="text" value="40"/> %
from <input type="text" value="80"/> % to <input type="text" value="90"/> %	<input type="text" value="25"/> %
from <input type="text" value="90"/> % to <input type="text" value="110"/> %	<input type="text" value="15"/> %
greater than <input type="text" value="110"/> %	<input type="text" value="25"/> %

The exchange rates are those published in

on (date)

6 Compensation events

The place where weather is to be recorded is

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at hours GMT

and these measurements:

The weather measurements are supplied by

The weather data are the records of past weather measurements for each calendar month which were recorded at

and which are available from

These are additional compensation events

- (1)

8 Liabilities and insurance

These are additional *Client's* liabilities

(1) Claims and proceedings by Others which result from contamination of the River Binding

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£2,000,000

The minimum amount of cover for insurance against death and of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£10,000,000

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

£25,000

The *Client* provides these insurances from the Insurance Table

(1) Insurance against loss of or damage to the works, Plant and Materials

Minimum amount of cover is £6,000,000

The deductibles are £40,000

Resolving and avoiding disputes

The *tribunal* is arbitration

The *arbitration procedure* is the latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed

The place where arbitration is to be held is London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

the Institution of Civil Engineers, London

The *Senior Representative* of the *Client* is

Name Mr I Decision BEng, CEng, FICE, FCI Arb

Address for communications County Hall, Greater Binding, Greenwheatshire, GN7 3BB

Address for electronic communications iddecision@greenwheatcc.com

The *Adjudicator* is

Name

Mr I Judge

Address for communications

Test House, Michelmersh, Hampshire

Address for electronic communications

ijudge@testhouse.com

The *Adjudicator nominating body* is

the Institution of Civil Engineers

X1: Price adjustment for inflation (used only with Options A, B, C and D)

The proportions used to calculate the Price Adjustment Factor are

0.25

linked to the index for

Labour and supervision

0.30

Plant and road vehicles

0.10

Ready mixed concrete

0.15

Coated macadam and bituminous products

0.05

DERV fuel

0.05

steel for reinforcement

0.10

non-adjustable

1.00

The *base date* for indices is

1 August 2017

These indices are

1990 Series Civil Engineering Formulae Indices prepared by BCIS online

X5: Sectional Completion

The *completion date* for each *section* of the *works* is

section

description

completion date

(1)

Western Roundabout

5 June 2018

X6: Bonus for early Completion

The bonus for each *section* of the *works* is

section

description

amount per day

(1)

Western Roundabout

£250

The bonus for the remainder of the *works* is

£500 per day

X7: Delay damages

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Western Roundabout	£400

The delay damages for the remainder of the *works* are

£620 per day

X8: Undertakings to the *Client* or Others

The *undertakings to Others* are

provided to

Highways England

The *Subcontractor undertaking to Others* are

works

design of the bridge crossing the River Binding

provided to

Highways England

The *Subcontractor undertaking to the Client* are

works

design of the bridge crossing the River Binding

X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

two weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

£6,000,000

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

two weeks

X12: Multiparty collaboration (not used with Option X20)

The *Promoter* is

Name

Greenwheat County Council

Address for communications

County Hall, Greater Binding,
Greenwheatshire GN7 3BB

Address for electronic communications

themajor@greenwheatcc.com

The Schedule of Partners is in

Volume 5 part 1

The *Promoter's objective* is

to improve the environment of Much Binding for residents and visitors

The Partnering Information is in

Volume 5 part 2

X13: Performance bond

The amount of the performance bond is

£100,000

X14: Advanced payment to the Contractor

The amount of the advanced payment is

£75,000

The period after the Contract Date from which the Contractor repays the instalments in assessments is

20 weeks

The instalments are
(either an amount or a percentage of the payment otherwise due)

10% of the payment amount otherwise due

An advanced payment bond **is** required

X15: The Contractor's design

The *period for retention* following Completion of the whole of the *works* or earlier termination is

12 years

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£2,000,000

The period following Completion of the whole of the *works* or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

12 years

X16: Retention (not used with Option F)

The *retention free amount* is

£250,000

The *retention percentage* is

3 %

The Contractor **may** give the *Client* a retention bond

X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The *end of liability date* is years after the Completion of the whole of the *works*

X22: Early Contractor involvement (only for Option C and E)

The Budget is set out in the Scope (S 2510)

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than

The *budget incentive* is % of the saving

Y(UK)1: Project Bank Account

The *Contractor* **is** to pay any charges made and is paid any interest paid by the *project bank*

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

term	beneficiary
<input type="text" value="Design of the river crossing works set out in clause S 350 of the Scope"/>	<input type="text" value="Environment Agency"/>
term	beneficiary
<input type="text" value="The provisions of Option Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

PART TWO – DATA PROVIDED BY THE CONTRACTOR

1 General

The Contractor is

Name

Woodstone Construction Ltd

Address for communications

Woodstone House, Collingbourne Bellinger,
Wincanton AB3 7TT

Address for electronic communications

canwefixit@woodstone.com

The fee percentage is

10 %

The working areas are

the Site and borrow pit adjacent to the new
road (see drawing WCL/Tend/002 in Volume 7)

The key persons are

Name (1)

Mrs B Builder

Job

Site Agent

Responsibilities

Overall responsibility for the contract

Qualifications

CEng MICE

Experience

15 years in civil engineering construction – see
CV in Volume 8

Name (2)

Mr L Curtis

Job

Construction Manager

Responsibilities

Control of all construction resources

Qualifications

No formal qualifications

Experience

20 years in civil engineering construction,
8 as General Foreman and Construction
Manager – see CV in Volume 8

The following matters will be included in the Early Warning Register

(1) Contamination material is found within the boundaries of the site

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

The document titled Design of the River Bridge in Volume 9

3 Time

The programme identified in the Contract Data is

Programme ref. WCL/ Prog./T1 in Volume 10

The *completion date* for the whole of the *works* is

56 weeks after the starting date

5 Payment

The *activity schedule* is

Document reference WCL/ AS/01 in Volume 11

The tendered total of the Prices is

£10,320,800

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)

Mrs B Bentley

Address for communications

Woodstone House, Collingbourne Bellinger,
Wincanton AB3 7TT

Address for electronic communications

icanhelp@woodstone.com

X22: Early Contractor involvement (only for Option C and E)

The Stage One *key persons* are

Name (1)

Mrs B Builder

Job

Site Agent

Responsibilities

Overall responsibility for the contract

Qualifications

CEng MICE

Experience

15 years in civil engineering construction – see CV in Volume 8

Name (2)	Mr L Curtis
Job	Construction Manager
Responsibilities	Control of all construction resources
Qualifications	No formal qualifications
Experience	20 years in civil engineering construction, 8 as General Foreman and Construction Manager – see CV in Volume 8
The Pricing Information is in	Volume 13

Y(UK)1: Project Bank Account

The *project bank* is

Your Money Bank plc

named suppliers are

Webuildbridges Ltd

Data for the Schedule of Cost Components

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
Skilled	£22.50
Semi-skilled	£19.50
Unskilled	£14.00

The hourly rates for Defined Cost of design outside the Working Areas are

category of person	rate
Senior Engineer	£60
Junior Engineer	£45
Draughtperson	£35

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

All the categories listed above

Information and documents required for the contract must be in the right part of the contract. If documents are located in the wrong place, it may cause confusion and risk that the documents are not properly incorporated. For example, the *conditions of contract* require that information which describes the *works* and states constraints must be identified in the Scope. The diagram shows that Scope is identified in Contract Data. Therefore, all documents and information which describe the *works* and states constraints must be identified as Scope. Scope will often consist of multiple documents and sections, in which case a contents list should be included in the Scope.

The clarity achieved by this contract structure and the separation of its parts is helpful to users and significantly reduces ambiguity and the potential for disputes.

The requirement for good 'information' describing the work or services to be provided applies to all contracting systems. It is an objective of NEC to provide a contract which is clear and simple and promotes effective management and delivery of the *works*.

CHAPTER 2

Contract Data

2.1 INTRODUCTION

Contract Data contains information which is necessary to operate the contract and is specific to a particular contract, including the choice of main and secondary Options. Contract Data is the type of information often described in other forms of contract as the contract particulars or appendix. There are two parts. Part one identifies the information provided by the *Client* and part two identifies the *Contractor's* data and, if necessary, the Scope for its design. Clause 11.1 states that the terms in italics in the *conditions of contract* must be identified in Contract Data.

Completion of Contract Data in full, according to the Options chosen, is essential to create a complete contract.

The information set out in Contract Data is not Scope, but Contract Data identifies the document which contains the Scope. The *Client* identifies the document which contains its Scope in Contract Data part one. The *Contractor* identifies the document which contains the Scope for its design in Contract Data part two. Where information is in non-documentary form such as models, they should be identified and their availability and location stated.

Some entries in Contract Data identify Scope, Site Information and Prices. However, Contract Data also identifies information which is not Scope, Site Information or Prices and such information should not be included in them. Examples include:

- matters to be included in the initial Early Warning Register,
- *weather data*,
- *method of measurement*,
- arbitration procedure (if the *tribunal* is arbitration),
- *information execution plan* (if Option X10 is used),
- Schedule of Partners and Partnering Information (if Option X12 is used),
- *incentive schedule* (if Option X20 is used),
- Pricing Information (if Option X23 is used),
- Trust Deed and Joining Deed (if Option Y(UK)1 is used),
- information describing the Working Areas,
- the programme (if identified in Contract Data part two).

In the *conditions of contract*, the term Contract Data refers to the data which existed at the Contract Date. Unless it has been agreed, confirmed in writing and signed by the Parties in accordance with clause 12.3, the *conditions of contract* limit the provisions for making changes to Contract Data to changing:

- the *Project Manager, Supervisor or Adjudicator*,
- *key people*,
- a Completion Date or a Key Date,
- Scope,
- the Prices,

- the Schedule of Partners or Partnering Information (if Option X12 is used),
- the Incentive Schedule (if Option X20 is used) and
- the Budget (if Option X23 is used).

In order to avoid lengthy entries for certain statements, it may be convenient to reference a separate document in the relevant Contract Data entry. For example, "The Scope is in Volume 2, entitled "Scope"".

In addition to the statements to be given in all contracts, the selected optional statements should be included, but the explanatory sentences printed in bold type and commencing 'If ' should be omitted, which are only for the guidance of compilers.

In Contract Data part two, the optional statements that apply are selected by the *Client*. For example, the statement regarding the *completion date* should be included only if the *Client* requires the *Contractor* to choose the *completion date*.

The tendered total of the Prices must be entered where Option A, B, C or D is used. This will be the figure transferred from the grand total of the *activity schedule* or *bill of quantities* as the case may be.

Contract Data is available, from NEC, in digital format and this can be used when preparing contracts.

2.2 CONTRACT DATA CHECKLIST

The checklist below follows the order in which entries appear in Contract Data. The purpose of each entry is defined followed by guidance and an example of the entry required.

Most optional entries have been completed with an example so that compilers can see what type of entry should be made if that Option is chosen. In reality only those entries relevant to the Options chosen should be completed. The example entries and data are imaginary and should not be taken as typical and certainly do not have the status of a recommendation. The entry examples are not necessarily consistent throughout.

A full worked example of Contract Data, based on main Option C, is given in Appendix 1.

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
CONTRACT DATA PART ONE – DATA PROVIDED BY THE CLIENT			
1 GENERAL			
The <i>conditions of contract</i> are the core clauses and the following clauses for the main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017.	Identifies what clauses form the <i>conditions of contract</i> .	State one main Option (A to F) and one dispute resolution Option (W1, W2 or W3). In addition state any of the secondary Options appropriate to the chosen contract strategy, ensuring that these are compatible with the stated main Option: <ul style="list-style-type: none"> X1 is used only with Options A, B, C and D X3 is used only with Options A and B X16 is not used with Option F X20 is not used with Option X12 Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on choosing main and secondary Options.	Main Option C Option for resolving the avoiding disputes W2 Secondary Options X2, X3, X4, X7, X13, X16 and Y(UK)2
The <i>works</i> are	Identifies the overall scope of works. The term is referenced throughout the <i>conditions of contract</i> .	Describe the <i>works</i> clearly but briefly. The description should enable the <i>works</i> to be identified but should not go into details; details will be included in the Scope. It may be helpful to include the location of the <i>works</i> if this is not clear from the description.	the construction of the Much Binding Bypass, including the design of the bridge crossing the River Binding
The <i>Client</i> is Name Address for communications Address for electronic communications	Identifies the <i>Client</i> .	State the <i>Client's</i> legal name. State the address to be used for communications, which may not be the <i>Client's</i> registered office address, including an email address if necessary. Refer to Volume 1: Establishing a Procurement and Contract Strategy for guidance on the role of the <i>Client</i> .	Name Greenwheat County Council Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB Address for electronic communications: themajor@greenwheatcc.com

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>Project Manager</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the person who will be the <i>Project Manager</i>.</p>	<p>State the name of the person who will be the <i>Project Manager</i>. State the address to be used for communications, including an email address if necessary.</p> <p>It is essential that the person chosen as <i>Project Manager</i> is sufficiently experienced in the type of work and has the time to carry out their duties effectively. They must also have sufficient authority to exercise the powers given to them under the contract.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on the role of the <i>Project Manager</i>.</p>	<p>Name Mr K Williams</p> <p>Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>Address for electronic communications: kwilliams@greenwheatcc.com</p>
<p>The <i>Supervisor</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the person who will be <i>Supervisor</i>.</p>	<p>State the name of the person who will be the <i>Supervisor</i>. State the address to be used for communications, which may not be <i>Supervisor's</i> registered office address, including an email address if necessary.</p> <p>It is essential that the person chosen as <i>Supervisor</i> is sufficiently experienced in the type of work and has the time to carry out their duties effectively. They must also have sufficient authority to exercise the powers given to them under the contract.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on the role of the <i>Supervisor</i>.</p>	<p>Name Mr H Paddick</p> <p>Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>Address for electronic communications: hpaddick@greenwheatcc.com</p>
<p>The Scope is in</p>	<p>Identifies the document(s) containing the Scope.</p>	<p>The Scope is defined in clause 11.2(16).</p> <p>Refer to Chapter 3 for further guidance on preparing the Scope.</p>	<p>sections S 100 to 2700 in Volume 2.</p>
<p>The Site Information is in</p>	<p>Identifies the document(s) containing the Site Information.</p>	<p>The Site Information is defined in clause 11.2(18) and is only used when assessing a physical conditions compensation event under clause 60.1(12).</p> <p>Refer to Chapter 4 for further guidance on preparing Site Information.</p>	<p>sections SI 100 to 600 in Volume 3.</p>
<p>The <i>boundaries of the site</i> are</p>	<p>The extent of the Site (clause 11.2(17)) is defined by reference to the <i>boundaries of the site</i>.</p>	<p>Typically it is easier to show the <i>boundaries of the site</i> on a drawing than define them in words; this might conveniently be included in Site Information.</p>	<p>shown on drawing SP 104 Revision C in section SI 105 in Volume 3.</p>
<p>The <i>language of the contract</i> is</p>	<p>Identifies the language of the contract.</p>	<p>State the language to be used in all communications.</p>	<p>English.</p>
<p>The <i>law of the contract</i> is the law of</p>	<p>Identifies the applicable law and jurisdiction.</p>	<p>It is possible for the law of one country to be applied in the courts of another. Thus the place of jurisdiction should be stated here as well as the law that is to apply to the contract.</p>	<p>England and Wales, subject to the jurisdiction of the courts of England and Wales.</p>



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>period for reply</i> is except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for is The <i>period for reply</i> for is 	<p>Identifies the default period of time within which the <i>Client, Contractor, Project Manager</i> and <i>Supervisor</i> reply to a communication unless one is stated in the relevant clause.</p>	<p>The <i>period for reply</i> must be sufficient for the parties to respond, but should be sufficiently brief to maintain the principle of dealing with problems as or before they arise.</p> <p>In some circumstances it may be appropriate to specify more than one <i>period for reply</i>. For example, a response by the <i>Project Manager</i> to submissions of the <i>Contractor's</i> design may be different to the period for responding to other communications.</p>	<p>The <i>period for reply</i> is two weeks except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for accepting samples or test results is three weeks The <i>period for reply</i> for accepting particulars of design is four weeks.
<p>The following matters will be included in the Early Warning Register</p>	<p>Identifies the key risks which may affect the project</p>	<p>The Early Warning Register develops one of the aims of the contract – that of encouraging good project management. It is a live document and will change during the progress of the work. It will not exist before the <i>starting date</i>.</p> <p>The <i>Client</i> lists here the risks that it requires to be included in the Early Warning Register. The Early Warning Register is used to record these matters and notified early warnings and manage them. The Early Warning Register is not Scope and does not allocate risk.</p> <p>This list alerts the <i>Contractor</i> to the risks, and encourages the <i>Project Manager</i> and the <i>Contractor</i> to discuss how best to avoid or minimise their effects.</p> <p>The Early Warning Register is not the same document as a project risk register used as part of a risk management process.</p>	<p>1. The level of the River Binding exceeds 2.6m as measured at the weir at Little Binding</p>
<p>Early warning meetings are to be held at intervals no longer than</p>	<p>Identifies the frequency of early warning meetings</p>	<p>The contract encourages the active management of risk through early warning. It is important that early warning matters are dealt with promptly on notification and in any case at regular intervals.</p> <p>The first early warning meeting is held within two weeks of the <i>starting date</i> and then at the intervals stated here. The frequency will depend on the nature and complexity of the <i>works</i> and the duration of the contract.</p> <p>The purpose of the meeting is for the <i>Contractor</i> and <i>Project Manager</i> (and any other people attending the meeting) to co-operate to ensure, as far as possible, that actions are taken and decisions made which avoid or mitigate the effects of identified risks on cost, quality and time. The period chosen should allow active input to risk management at the appropriate time.</p>	<p>two weeks</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
2 THE CONTRACTOR'S MAIN RESPONSIBILITIES			
<p>If the Client has identified work which is set to meet a stated condition by a key date</p> <p>The <i>key dates</i> and <i>conditions</i> to be met are</p>	<p>Identifies the each <i>key date</i> and condition to be met by each <i>key date</i></p>	<p>An example of the use of Key Dates is where two or more contractors are employed to carry out work on the same project under separate contracts with a common client. The overall project programme will often require that the work being carried out by each of the contractors is dependent upon the actions of the others. The setting of Key Date(s) can be used to ensure that the Contractor completes a defined activity or part of the works (which of itself is not a Section) to a precise programmed timescale and to achieve a stated <i>condition</i>, so that the other contractors, or the Client, can proceed with their work in accordance with the overall project programme. A Key Date is different from a Sectional Completion Date (see Option X5) in that it does not require the completion of all of the work in a defined area of the site or the taking over of that area by the Client once achieved.</p> <p>The <i>condition</i> to be met needs to be clearly and objectively defined including any documentation, test or inspections that may be required to demonstrate the <i>condition</i> has been met.</p>	<p><i>condition</i> to be met: carriageway complete up to the top of sub-base between chainage 1000 and 1500 (to allow rising main to be installed by Others)</p> <p><i>key date</i>: 5 February 2018</p>
<p>If Option C, D, E or F is used</p> <p>The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than</p>	<p>Identifies the frequency of preparing forecasts of total Defined Cost for the whole of the works</p>	<p>In order to manage and control cost, the cost based main Options include a requirement for the Contractor to regularly prepare forecasts of the total Defined Cost of the whole of the works in consultation with Project Manager.</p> <p>Typically the frequency within which the Contractor submits these forecasts would align with the payment <i>assessment interval</i>.</p>	<p>five weeks</p>
3 TIME			
<p>The <i>starting date</i> is</p>	<p>Identifies <i>starting date</i></p>	<p>The <i>starting date</i> is the earliest date from which the Contractor starts Providing the Works. This may be a date before or on the same day as the earliest <i>access date</i>.</p> <p>It may not be possible to identify the <i>starting date</i> as a calendar date due to the uncertainties in the time it will take to complete the Contractor selection process. In that case the date can be fixed by stating the number of days after the Contract Date.</p>	<p>3 October 2017</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The <i>access dates</i> are part of the Site date	Identifies the <i>access date(s)</i> for the Site	<p>The <i>access date</i> is the earliest date from which the <i>Contractor</i> can start work on the Site. The <i>Contractor</i> can identify a later date from which he plans to access the Site on the programme.</p> <p>It may not be possible for the <i>Client</i> to give the <i>Contractor</i> access to the whole Site on the same date. If necessary, more than one date can be identified for different parts of the Site from when the <i>Contractor</i> can access each part.</p> <p>It may not be possible to identify the <i>access date(s)</i> as a calendar date(s) due to the uncertainties in the time it will take to complete the <i>Contractor</i> selection process. In that case the date(s) can be fixed by stating the number of days after the <i>starting date</i>.</p>	<p>All areas west of the River Binding, 3 October 2017</p> <p>Remainder of the Site, 31 October 2017</p>
The <i>Contractor</i> submits revised programmes at intervals no longer than	Identifies the frequency for submitting revised programmes	<p>The contract encourages the active management of progress using the programme. It is important that the programme is regularly updated so that progress can be monitored, the <i>Project Manager</i> and <i>Supervisor</i> know what is expected to happen and are prepared for it and the affects of compensation events can be more accurately assessed. The <i>Contractor</i> may update the programme, in accordance with clause 32.1, when it chooses but as a minimum it must update at the interval stated here.</p> <p>The frequency will depend on the nature and complexity of the <i>works</i> and the duration of the contract. Typically this might be on a monthly basis.</p> <p>In deciding the frequency, where applicable, consider aligning it with the frequency of early warning meetings, payment assessments, the forecasting of Defined Cost and the <i>Client's</i> routine reporting periods.</p>	five weeks
<p>If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>works</i>.</p> <p>The <i>completion date</i> for the whole of the <i>works</i> is</p>	Identifies the <i>completion date</i> for the whole of the <i>works</i>	<p>For many contracts the <i>completion date</i> for the whole of the <i>works</i> is decided by the <i>Client</i>. Alternatively, the <i>Client</i> may wish the <i>Contractor</i> to propose the <i>completion date</i> in which case this entry is not used.</p> <p>It may not be possible to identify the <i>completion date</i> as a calendar date due to the uncertainties in the time it will take to complete the <i>Contractor</i> selection process. Consequently, the date can be fixed by stating the number of days after the <i>starting date</i>.</p>	15 October 2018

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>Taking over the works before the Completion Date</p> <p>The <i>Client</i> is / is not willing to take over the works before the Completion Date</p>	<p>Identifies whether the <i>Client</i> is willing to take over before the <i>completion date</i> for the whole of the <i>works</i></p>	<p>The liability for loss of or damage to the <i>works</i> transfers from the <i>Contractor</i> to the <i>Client</i> at take over, not Completion.</p> <p>Typically the <i>Client</i> will want to take over the works at the earliest opportunity. However, there maybe circumstances where, if the <i>Contractor</i> achieves Completion before the Completion Date, the <i>Client</i> cannot take over the <i>works</i>.</p> <p>Unless the <i>Client</i> states here that he is not willing to take over the <i>works</i> prior to the Completion Date, the default (clause 35.1) is for the <i>Client</i> to take over the <i>works</i> within two weeks of Completion.</p>	<p>The <i>Client</i> is not willing to take over the <i>works</i> before the Completion Date</p>
<p>If no programme is identified in part two of the Contract Data.</p> <p>The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is</p>	<p>Identifies the period within which the <i>Contractor</i> is required to submit a first programme for acceptance if none is identified in the Contract Data.</p>	<p>Often the <i>Client</i> will require the <i>Contractor</i> to provide a programme as part of its selection proposal, in which case it will be identified in Contract Data part two.</p> <p>Alternatively the <i>Client</i> may not require the <i>Contractor</i> to provide a programme as part of the selection process. Where this is the case no programme will have been identified in part two of Contract Data, so the period within which the first programme is required to be submitted for acceptance in accordance with clause 31.2 is stated here. The period should not be too long due to the importance of the programme.</p> <p>The programme is not Scope and does not specify what is required, rather how it will be provided.</p>	<p>four weeks</p>
<p>4 QUALITY MANAGEMENT</p>			
<p>The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is</p>	<p>Identifies the period within which the <i>Contractor</i> submits a quality policy statement and quality plan</p>	<p>State the period within which the <i>Contractor</i> submits a quality policy statement and quality plan for acceptance in accordance with clause 40.2.</p> <p>In preparing its statement and plan, the <i>Contractor</i> may need time, following the Contract Date, to review the requirements of the Scope and establish their approach to Providing the Works. The period should not be too long due to the importance of these documents.</p>	<p>four weeks</p>
<p>The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is</p>	<p>Identifies the period within which the <i>Contractor</i> is required to correct Defects</p>	<p>There is only one <i>defects date</i>, even if Option X5 is used. The period starts from Completion of the whole of the <i>works</i>, i.e. the last section of work that may be identified in X5.</p>	<p>52 weeks</p>



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>defect correction period</i> is except that</p> <ul style="list-style-type: none"> The <i>defect correction period</i> for is The <i>defect correction period</i> for is 	<p>Identifies the <i>defect correction period(s)</i></p>	<p>Before Completion, the requirement to correct a Defect depends upon:</p> <ul style="list-style-type: none"> the main Option chosen, the requirements for Completion stated in the Scope and whether the Defect prevents the <i>Client</i> from using the works or Others doing their work. <p>After Completion, the <i>Contractor</i> corrects any remaining notified Defects or newly notified Defects before the end of the relevant <i>defect correction period</i>.</p> <p>Different periods can be identified and when deciding the length of each period consideration should be given to:</p> <ul style="list-style-type: none"> the type of Defects likely to be outstanding after Completion and the time needed for their correction, the urgency of the <i>Client's</i> need for their correction and the ease with which access can be given to correct them. <p>The <i>defect correction period</i> starts from the later of when the Defect is notified by the <i>Supervisor</i> and when the access is arranged by the <i>Project Manager</i>.</p> <p>The <i>defect correction period</i> only affects the timing of when Defects are corrected after Completion. It is not the same thing, as is often described in other forms of contract, as the defect liability period. The <i>defect correction period</i> is not the period of time between Completion of the whole of the works and the <i>defect date</i>.</p>	<p>The <i>defect correction period</i> is three weeks except that</p> <ul style="list-style-type: none"> The <i>defect correction period</i> for Plant in the School Underpass is twelve weeks
5 PAYMENT			
<p>The <i>currency of the contract</i> is the</p>	<p>Identifies the currency of the contract</p>	<p>State the currency in which the amount due for payment is assessed in.</p> <p>If Option X3 (Multiple currencies) is used, some payments will be made in the other currencies stated.</p>	<p>pound sterling</p>
<p>The <i>assessment interval</i> is</p>	<p>Identifies the frequency of assessing the amount due to the <i>Contractor</i></p>	<p>This entry establishes the frequency of assessing the amount due, not the period within which payment is made. To provide a reasonable cash flow for the <i>Contractor</i>, typically the frequency will be based on a calendar month.</p>	<p>monthly</p>



CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY																				
<p>The <i>interest rate</i> is % per annum (not less than 2) above the rate of the bank</p>	Identifies the interest rate used for late or corrected payments	<p>The interest rate stated should be a commercial rate based on a reliable rate applicable to the jurisdiction in which the work is to be done. Local legislation may constrain what interest rate can be stated.</p> <p>The <i>Client</i> should select a bank to reflect the <i>currency of the contract</i>, not necessarily the country where the work is to be done.</p> <p>For example, in the UK a 'high street' bank is sometimes used, but they effectively shadow the Bank of England's base rate.</p>	The <i>interest rate</i> is 5 % per annum above the base rate of the Bank of England																				
<p>If the period in which payments are made is not three weeks and Y(UK)2 is not used</p> <p>The period within which payments are made is</p>	Identifies the period within which payment is made if Y(UK)2 is not used	<p>State the period from the <i>assessment date</i> within which payment is to be made, if the default period of three weeks is not going to be used.</p> <p>If the period is being changed, consider:</p> <ul style="list-style-type: none"> the effect on the cash flow of the <i>Contractor</i> and its supply chain, how quickly the <i>Project Manager</i> can certify the payment, whether the <i>Client</i> requires an invoice and the <i>Client's</i> ability to then process the payment. 	28 days																				
<p>If Option C or D is used</p> <p>The <i>Contractor's</i> share percentages and the <i>share ranges</i> are</p> <table border="0"> <tr> <td><i>share range</i></td> <td><i>Contractor's share percentage</i></td> </tr> <tr> <td>less than %</td> <td>%</td> </tr> <tr> <td>from % to %</td> <td>%</td> </tr> <tr> <td>from % to %</td> <td>%</td> </tr> <tr> <td>greater than %</td> <td>%</td> </tr> </table>	<i>share range</i>	<i>Contractor's share percentage</i>	less than %	%	from % to %	%	from % to %	%	greater than %	%	Identifies the <i>share ranges</i> and <i>Contractor's share percentages</i> that apply to each	<p>The purpose of the <i>Contractor's</i> share is to encourage effective management control of the final Price for Work Done to Date (PWDD) relative to the "target" or more precisely, the final total of the Prices (adjusted for any changes to the Prices including, for example, compensation events and for Option D, re-measurement).</p> <p>The <i>Contractor</i> receives a share of any saving or pays a share of any excess when the final PWDD is compared to the target</p> <p>The <i>Client</i> typically varies the size of the <i>Contractor's</i> share depending on the extent of the saving below or the excess above the target by stating different percentages for each <i>share range</i> identified. This provides the mechanism for calculating the <i>Contractor's</i> overall share.</p> <p>Each range is defined by levels of the ratio PWDD/Prices expressed as a percentage. The <i>Client</i> decides the <i>Contractor's share percentage</i> for each range to give the appropriate motivation to suit the objectives of the contract.</p>	<table border="0"> <tr> <td><i>share range</i></td> <td><i>Contractor's share percentage</i></td> </tr> <tr> <td>less than 80%</td> <td>40%</td> </tr> <tr> <td>from 80% to 90%</td> <td>25%</td> </tr> <tr> <td>from 90% to 110%</td> <td>15%</td> </tr> <tr> <td>greater than 110%</td> <td>25%</td> </tr> </table>	<i>share range</i>	<i>Contractor's share percentage</i>	less than 80%	40%	from 80% to 90%	25%	from 90% to 110%	15%	greater than 110%	25%
<i>share range</i>	<i>Contractor's share percentage</i>																						
less than %	%																						
from % to %	%																						
from % to %	%																						
greater than %	%																						
<i>share range</i>	<i>Contractor's share percentage</i>																						
less than 80%	40%																						
from 80% to 90%	25%																						
from 90% to 110%	15%																						
greater than 110%	25%																						
<p>If Option C, D, E or F is used</p> <p>The <i>exchange rates</i> are those published in..... on.....(date)</p>	Identifies the publication containing the exchange rates to be used in clause 50.7 (Option C and D) and 50.8 (Option E and F).	State the publication and its date containing the <i>exchange rates</i> to be used.	Financial Times on 24 August 2017																				



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
6 COMPENSATION EVENTS			
The place where weather is to be recorded is	Identifies where the weather is to be recorded for the assessment of a compensation event (clause 60.1(13))	State the place where the <i>weather measurements</i> are to be recorded. This should ideally be close to the Site in order that the measurements reflect the actual weather conditions on Site. For consistency, if possible the <i>weather data</i> and <i>weather measurements</i> should be recorded at the same place and by the same organisation.	Lyneham, Wiltshire
The <i>weather measurements</i> to be recorded for each calendar month are <ul style="list-style-type: none"> the cumulative rainfall (mm) the number of days with rainfall more than 5 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at.....hours GMT, and these measurements:	Identifies the additional weather measurements to be recorded	Additional weather measurements should suit the risks associated with the <i>works</i> . For example, for a project dependent upon tower cranes it may be appropriate to include the number of days that wind speeds exceed a critical level (i.e. the maximum wind speed at which a tower crane can operate). It is important to add weather measurements that can be readily and regularly recorded. Only the larger sites are likely to install their own weather station. the risk of any unstated additional measurement is carried by the <i>Contractor</i> . State the time of day when snow is lying on the ground.	The <i>weather measurements</i> to be recorded for each calendar month are <ul style="list-style-type: none"> the cumulative rainfall (mm) the number of days with rainfall more than 5 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 0900 hours GMT, and these measurements: number of days with wind speed exceeding 25 knots for more than 3 hours
The <i>weather measurements</i> are supplied by	Identifies which organisation will supply <i>weather measurements</i>	State the organization, and their address, who supplies the <i>weather measurements</i> . Several organisations, both international and UK based can provide advice and information about the availability of recorded weather data and locations of weather stations. Typically there is a charge for providing data. The contract makes no recommendations about who should pay, but it is suggested that the <i>Client</i> should obtain the <i>weather data</i> and the <i>Contractor</i> obtain the <i>weather measurements</i> .	Weather Data Ltd, Building Consultancy Group, Johnson House, London Road, Bracknell, Berkshire, RG12 2SY
The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at.....and which are available from.....	Identifies where the <i>weather data</i> are recorded at and which organization will supply the <i>weather data</i>	State the place where the <i>weather data</i> was recorded. This should ideally be close to the Site in order that the data reflects the past weather conditions on Site. For consistency, in most circumstances the <i>weather data</i> and <i>weather measurements</i> should be recorded at the same place and by the same organisation. State the organisation, and its address, who supplies the <i>weather data</i> . Check it has sufficient data for a one in ten year return period.	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at Lyneham, Wiltshire and which are available from Weather Data Ltd, Building Consultancy Group, Johnson House, London Road, Bracknell, Berkshire, RG12 2SY

CHAPTER 1
 CHAPTER 2
 CHAPTER 3
 CHAPTER 4
 CHAPTER 5
 CHAPTER 6
 CHAPTER 7
 APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>Where no recorded data are available</p> <p>Assumed values for the ten year weather return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are</p>	<p>Identifies assumed values for the ten year return period</p>	<p>This section is only used if there is no suitable <i>weather data</i> – for example when there is no weather station located near to the Site or the <i>weather data</i> does not provide a one in ten year return period.</p> <p>Several organisations, both international and UK based can provide advice and information about the availability of recorded weather data and locations of weather stations that relate to any particular site. In many cases, measurements taken at a neighbouring weather station will be sufficiently representative of the weather on the Site.</p> <p>Where minimal data is available, it may still be possible, with the advice of the appropriate weather authority, to agree limiting values approximating to the ‘once in ten years’ average. This would provide an adequate basis for an adverse weather compensation event.</p>	<p>in the document in Volume 4.</p>
<p>If Option A or B is used</p> <p>The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is</p>	<p>Identifies the <i>value engineering percentage</i> used in clause 63.12</p>	<p>The <i>value engineering percentage</i> should be set at a level to encourage the <i>Contractor</i> to propose changes (clause 16.1) to reduce the Prices for Providing the Works.</p> <p>A low <i>value engineering percentage</i> favours the <i>Contractor</i>.</p> <p>The Prices only reduce by the amount calculated by applying this percentage to the assessed value of the compensation event.</p> <p>A low percentage results in a smaller reduction being applied to the Prices, relative to the assessed saving in cost. This creates a proportionately greater margin for the <i>Contractor</i> between their cost and the Prices.</p>	<p>40%</p>
<p>If Option B or D is used</p> <p>The <i>method of measurement</i> is</p>	<p>Identifies the <i>method of measurement</i> used in Option B or D</p>	<p>Define the <i>method of measurement</i> and any relevant amendments and departures from the measurement rules.</p>	<p>The Civil Engineering Method of Measurement 4th Edition</p>
<p>If there are additional compensation events</p> <p>These are additional compensation events</p>	<p>Identifies additional compensation events under clause 60.1(21)</p>	<p>Due to the nature of the <i>works</i>, it may be necessary for the <i>Client</i> to identify additional compensation events.</p> <p>Additional compensation events should be carefully drafted in the same style as the <i>conditions of contract</i>, using the same defined terms and other terminology. They should be carefully checked for consistency with the other conditions and any additional <i>Client</i> liabilities identified in Contract Data part one (as these are a compensation event under clause 60.1(14)).</p> <p>The event must be described precisely and should exclude how the compensation event is assessed.</p>	<p>1) The Contractor encounters asbestos within the Site.</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
8 LIABILITIES AND INSURANCE			
<p>If there are additional Client's liabilities</p> <p>These are additional <i>Client's</i> liabilities</p> <p>1)</p>	Identifies additional <i>Client</i> liabilities	<p>Due to the nature of the <i>works</i>, it may be necessary for the <i>Client</i> to identify additional liabilities. Examples may include an act of terrorism or the effects of a volcanic ash cloud.</p> <p>Additional liabilities should be objectively drafted in the same style as the <i>conditions of contract</i> and where applicable using the same defined terms and other terminology. They should be carefully checked for consistency with the other conditions including compensation events (clause 60.1) and clause 80.1.</p> <p>If an event occurs which is a <i>Client</i> liability it is also a compensation event (clause 60.1(14)).</p>	1) Claims and proceedings by Others which result from contamination of the River Binding
The minimum amount of cover for insurance against loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> Providing the Works for any one event is	Identifies the minimum amount of cover for insurance against loss of or damage to property	Unless the <i>Client</i> has its own insurance department or access to insurance specialists, it is sensible to get advice on the figure to be stated here.	£2,000,000
The minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with the contract for any one event is	Identifies the minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Contractor</i>		£10,000,000
<p>If the Client is to provide Plant and Materials</p> <p>The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the <i>Client</i> for an amount of</p>	Identifies the replacement value of Plant and Material provided by the <i>Client</i>	State the replacement value of any Plant and Materials provided by the <i>Client</i> .	£25,000

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If the Client is to provide any of the insurances stated in the Insurance Table</p> <p>The Client provides these insurances from the Insurance Table</p> <p>(1) Insurance against Minimum amount of cover is</p> <p>The deductibles are</p>	<p>Identifies which insurances from the Insurance Table are provided by the Client</p>	<p>Typically the Contractor provides the four insurances stated in the Insurance Table. Sometimes it may be better value for the Client to provide one or more of these insurances or because the Client is already providing the insurance.</p> <p>For example, if the works are in an existing property owned by the Client, the existing property insurance may cover against loss of or damage to the works, Plant and Material.</p> <p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on whether the Client should provide any of the insurances stated in the Insurance Table.</p>	<p>(1) Insurance for loss of or damage to the works, Plant and Materials</p> <p>(2) Minimum amount of cover is £6,000,000</p> <p>(3) The deductibles are £40,000</p>
<p>If additional insurances are to be provided</p> <p>The Client provides these additional insurances</p> <p>(1) Insurance against Minimum amount of cover is</p> <p>The deductibles are</p>	<p>Identifies any additional insurances to be provided by the Client</p>	<p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on what additional insurances, if any, are necessary to suit the works to be done.</p>	
<p>If additional insurances are to be provided</p> <p>The Contractor provides these additional insurances</p> <p>(1) Insurance against Minimum amount of cover is</p> <p>The deductibles are</p>	<p>Identifies any additional insurances to be provided by the Contractor</p>	<p>It may be necessary for the Contractor to provide additional insurances, for example product liability insurance.</p> <p>Note that, if Option X15 is used, there is a requirement for the Contractor to provide insurance for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the works (i.e. professional indemnity insurance).</p> <p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on what additional insurances, if any, are necessary to suit the works to be done.</p>	
RESOLVING AND AVOIDING DISPUTES			
<p>The tribunal is</p>	<p>Identifies the tribunal.</p>	<p>Unless the local jurisdiction has alternatives, the choice is between arbitration and litigation.</p>	<p>arbitration.</p>
<p>If the tribunal is arbitration</p> <p>The arbitration procedure is</p>	<p>Identifies the arbitration procedure</p>	<p>State the arbitration procedure.</p> <p>Check that this is the latest version of the procedure.</p>	<p>The latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed</p>
<p>If the tribunal is arbitration</p> <p>The place where arbitration is to be held is</p>	<p>Identifies the place the arbitration is to be held</p>	<p>States the place where arbitration is to be held.</p>	<p>London</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If the tribunal is arbitration</p> <p>The person or organisation who will choose an <i>arbitrator</i> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is</p>	Identifies the person or organisation who will choose an arbitrator	State the person or organisation who will choose an <i>arbitrator</i> .	the Institution of Civil Engineers
<p>If W1 or W2 is used</p> <p>The <i>Senior Representatives</i> of the <i>Client</i> are</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	Identifies the people who will be the <i>Senior Representatives</i> of the <i>Client</i> .	<p>State the name of the person(s) who will be the <i>Senior Representative(s)</i>. State the address to be used for communications, which may not be <i>Senior Representatives</i> registered office address, including an email address if necessary.</p> <p>It is essential that the person(s) chosen as <i>Senior Representative(s)</i> has the authority to agree a resolution on behalf of the <i>Client</i>.</p> <p>There is no maximum or minimum number of <i>Senior Representatives</i>. It is up to the Parties to decide this and complete the entries in Contract Data part one and two accordingly.</p> <p><i>Senior Representatives</i> should not be involved in the day to day management of the <i>works</i> so the <i>Project Manager, Supervisor or Contractor's key people</i> should not be identified.</p> <p>'<i>Senior Representatives</i>' is not a defined term. Much like <i>Project Manager, Supervisor and Adjudicator</i>, it is necessary to look at the <i>conditions of contract</i> to understand their power, duties and responsibilities.</p> <p><i>Senior Representatives</i> may adopt any procedure they choose including:</p> <ul style="list-style-type: none"> • negotiate in person at meetings, • employ processes like mediation or conciliation or • involve an expert third party to seek their opinion. <p>The initial three week period is aimed at giving the Parties a chance of avoiding formal dispute resolution, starting with adjudication, in an attempt to resolve differences as quickly, cost effectively and amicably as they are able to.</p>	<p>The <i>Senior Representative</i> is</p> <p>Name Mr Ivor Decision</p> <p>Address for communications County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>Address for electronic communications: Iddecision@greenwheatcc.com</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If W1 or W2 is used</p> <p>The <i>Adjudicator</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the person who will be <i>Adjudicator</i>, if the Option W1 or W2 are used.</p>	<p>It is important that both Parties have full confidence in the <i>Adjudicator's</i> impartiality, and for that reason it is preferable that the appointment is mutually agreed. There are a number of ways of doing this:</p> <ul style="list-style-type: none"> • Normally the <i>Client</i> would nominate an individual for agreement by the <i>Contractor</i>, and confirm their appointment in awarding the contract. • Alternatively, the <i>Client</i> would identify a number of individuals from which the <i>Contractor</i> decides the appointment of one in awarding the contract. • The Parties delay selecting the <i>Adjudicator</i> until a dispute has arisen, although this frequently results in a disagreement over who should be the <i>Adjudicator</i>. <p>The selection of an adjudicator is important, and it should be recognised that a failure to agree an adjudicator means that the <i>Adjudicator nominating body</i> will make the selection without consulting the Parties.</p> <p>State the name of the <i>Adjudicator</i> and the address to be used for communications, including an email address if necessary. Care should be taken when choosing the adjudicator to ensure it has relevant qualifications and experience in the type of work included in the contract and is able to understand the viewpoint of both Parties.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for further guidance on the role of the <i>Adjudicator</i>.</p>	<p>Name Mr I Judge</p> <p>Address for communications Test House, Michelmersh, Hampshire</p> <p>Address for electronic communications: ijudge@testhouse.com</p>
<p>If W1 or W2 is used</p> <p>The <i>Adjudicator nominating body</i> is</p>	<p>Identifies the body that will choose the adjudicator, if either Option W1 or W2 are used.</p>	<p>A nominating body is required in case the Parties are unable to jointly agree an adjudicator. This entry identifies the person or organisation who will, in that case, choose an adjudicator. Check that the nominating body can choose an adjudicator within 7 days (Option W1) or 4 days (Option W2).</p> <p>The nominating body should also be able to choose an adjudicator who can act on a dispute in the local jurisdiction.</p> <p>Several organisations, both international and UK based maintain list of people who can act as an adjudicator. The Institution of Civil Engineers maintains a list of suitably qualified and experienced people to act as adjudicators. Several other institutions maintain similar lists.</p>	<p>the Institution of Civil Engineers.</p>

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY																												
<p>If Option W3 is used</p> <p>The <i>Client's</i> nomination for the Dispute Avoidance Board is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	Identifies the names and qualifications of the <i>Dispute Avoidance Board</i> members	<p>The <i>Dispute Avoidance Board</i> would normally consist of either one or three members. If one member, the <i>Client</i> would normally nominate an individual for agreement by the <i>Contractor</i>, and confirm their appointment after the award of the contract. If three members, it is normal practice for the <i>Client</i> to nominate one member, the <i>Contractor</i> a second and the two members jointly identify a third. However, other methods of appointment may be used, and the entry should be changed to suit the chosen method of appointment.</p> <p>Note that the board members must have appropriate expertise and knowledge of the contract.</p>	<p>Name Mr I Decide</p> <p>Address for communications Stonechamber, Northerndon, Surrey</p> <p>Address for electronic communications: idecide@imakedecisions.co.uk</p>																												
<p>If Option W3 is used</p> <p>The Dispute Avoidance Board visits the Site at intervals no longer than.....months</p>	Identifies the frequency of Site visits	It is normal practice for the members of the <i>Dispute Avoidance Board</i> to visit the site periodically to inspect the works and to become aware of or assist in resolving any issues which arise between the Parties. The <i>Client</i> determines the frequency of visits and states this here.	three																												
<p>If Option W3 is used</p> <p>The Dispute Avoidance Board nominating body is</p>	Identifies <i>Dispute Avoidance Board</i> nominating body	A nominating body is required in case the parties are unable to agree to a member of the <i>Dispute Avoidance Board</i> . This entry identifies the person or organisation who will, in that case, choose a member or replacement member of the <i>Dispute Avoidance Board</i> .	the Institution of Civil Engineers.																												
X1: PRICE ADJUSTMENT FOR INFLATION (USED ONLY WITH OPTIONS A, B, C AND D)																															
<p>The proportions used to calculate the Price Adjustment Factor are</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to the index for</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td></td> </tr> <tr> <td>0.</td> <td></td> </tr> <tr> <td>0.</td> <td></td> </tr> <tr> <td>0.</td> <td>non-adjustable</td> </tr> <tr> <td>1.00</td> <td></td> </tr> </tbody> </table>	proportion	linked to the index for	0.		0.		0.		0.	non-adjustable	1.00		Identifies the proportions used to calculate the Price Adjustment factor	<p>State the proportions of the total value of the works linked to the index for each category which is used to calculate the Price Adjustment factor.</p> <p>This may be divided into different costs and/ or different indices may apply. Allowance is made for a non-adjustable portion which represents the portion for which the <i>Contractor</i> carries the risk of inflation.</p> <p>The total of the proportions should be one.</p>	<table border="1"> <tbody> <tr> <td>0.25</td> <td>Labour and supervision</td> </tr> <tr> <td>0.30</td> <td>Plant and road vehicles</td> </tr> <tr> <td>0.10</td> <td>Ready mixed concrete</td> </tr> <tr> <td>0.15</td> <td>Coated macadam and bituminous products</td> </tr> <tr> <td>0.05</td> <td>DERV fuel</td> </tr> <tr> <td>0.05</td> <td>steel for reinforcement</td> </tr> <tr> <td>0.10</td> <td>Non-adjustable</td> </tr> <tr> <td>1.00</td> <td></td> </tr> </tbody> </table>	0.25	Labour and supervision	0.30	Plant and road vehicles	0.10	Ready mixed concrete	0.15	Coated macadam and bituminous products	0.05	DERV fuel	0.05	steel for reinforcement	0.10	Non-adjustable	1.00	
proportion	linked to the index for																														
0.																															
0.																															
0.																															
0.	non-adjustable																														
1.00																															
0.25	Labour and supervision																														
0.30	Plant and road vehicles																														
0.10	Ready mixed concrete																														
0.15	Coated macadam and bituminous products																														
0.05	DERV fuel																														
0.05	steel for reinforcement																														
0.10	Non-adjustable																														
1.00																															
<p>The <i>base date</i> for indices is</p>	Identifies the <i>base date</i> for the indices	State the <i>base date</i> for the indices. Typically this will be the date the <i>Contractor</i> submitted its proposal for its selection or just before it.	1 August 2017																												
<p>These indices are</p>	Identifies the organisation who prepare the indices	State which indices are to be used and the organisation who prepares them.	the 1990 Series Civil Engineering Formulae Indices prepared by BCIS online																												

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X3: MULTIPLE CURRENCIES (USED ONLY WITH OPTIONS A AND B)			
<p>The <i>Client</i> will pay for the items or activities listed below in the currencies stated:</p> <p>items and activities</p> <p>other currency</p> <p>total maximum payment in the currency</p>	<p>Identifies the items or activities to be paid in the other currency and the total maximum payment in the currency</p>	<p>The <i>Client</i> can choose to carry the risk of <i>exchange rate</i> changes for the items or activities. If so, the items or activities, which are to be paid in a currency other than the <i>currency of this contract</i>, need to be clearly defined here.</p> <p>The other currency and total maximum payment in that currency should also be stated. In deciding the total maximum payment consider the effect of additional payments due to compensation events.</p>	<p>items and activities: provision of pump to underpass</p> <p>other currency: Euro,</p> <p>total maximum payment in the currency: 20,000 Euro</p>
<p>The <i>exchange rates</i> are those published in..... on.....(date)</p>	<p>Identifies the publication containing the exchange rates to be used in clause X3.1</p>	<p>State the publication and its date containing the <i>exchange rates</i> to be used. The <i>Client</i> carries the risk of any changes in the <i>exchange rate</i> after this date.</p>	<p>Financial Times on 24 August 2017</p>
X5: SECTIONAL COMPLETION			
<p>The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:</p> <p><i>section</i></p> <p>description</p> <p><i>completion date</i></p>	<p>Identifies the description of each <i>section</i> of the <i>works</i> and its <i>completion date</i></p>	<p>This entry is completed only if X5 is being used without X6 or X7.</p> <p>The <i>section</i> description should clearly define the scope and extent of each <i>section</i>. If necessary refer to a drawing in the Scope.</p> <p>The Scope must state clearly and unambiguously what work is to be done before Completion of each <i>section</i>.</p>	<p><i>section</i> 1.</p> <p>description Western Roundabout</p> <p><i>completion date</i> 5 June 2018</p>
X6: BONUS FOR EARLY COMPLETION			
<p>If Option X6 is used without Option X5</p> <p>The bonus for the whole of the <i>works</i> is per day</p>	<p>Identifies the amount per day to be paid by the <i>Client</i></p>	<p>This entry is completed only if X6 is being used without X5.</p> <p>State the amount per day from Completion or take over until the Completion Date that the <i>Client</i> pays the <i>Contractor</i>.</p>	<p>The bonus for the whole of the <i>works</i> is £500 per day</p>
<p>If Option X6 is used with Option X5</p> <p>The bonus for each <i>section</i> of the <i>works</i> is:</p> <p><i>section</i></p> <p>description</p> <p>amount per day</p> <p>The bonus for the remainder of the <i>works</i> is</p>	<p>Identifies each <i>section</i> and the amount per day to be paid by the <i>Client</i></p>	<p>This entry is completed when X5 and X6 are used together. If X5, X6 and X7 are being used together, this entry and the one below are both completed. The description of the section should be same for both entries.</p> <p>The <i>section</i> description should clearly define the scope and extent of each <i>section</i> and be consistent with the description in X5.</p> <p>State the amount per day for early Completion or take over that the <i>Client</i> pays the <i>Contractor</i>.</p>	<p><i>section</i> 1.</p> <p>description Western Roundabout</p> <p>amount per day £250</p> <p>Remainder of the <i>works</i> £500 per day</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X7: DELAY DAMAGES			
<p>If Option X7 is used without Option X5</p> <p>Delay damages for Completion of the whole of the <i>works</i> are per day</p>	Identifies the amount per day to be paid by the <i>Contractor</i>	<p>This entry is completed only if X7 is being used without X5.</p> <p>State the amount per day from the Completion Date until Completion is achieved that the <i>Contractor</i> pays the <i>Client</i>.</p> <p>Typically the delay damages reflect the likely costs the <i>Client</i> will incur. When determining the amount to be stated, any requirements of the local jurisdiction should be followed.</p>	£620
<p>If Option X7 is used with Option X5</p> <p>Delay damages for each <i>section</i> of the <i>works</i> are:</p> <p><i>section</i></p> <p>description</p> <p>amount per day</p> <p>The delay damages for the remainder of the <i>works</i> are</p>	Identifies each <i>section</i> and the amount per day to be paid by the <i>Contractor</i>	<p>This entry is completed when X5 and X7 are used together. If X5, X6 and X7 are being used together, this entry and the one above are both completed. The description of the <i>section</i> should be same for both entries.</p> <p>The <i>section</i> description should clearly define the scope and extent of each <i>section</i> and be consistent with the description in X5.</p> <p>State the amount per day from the Completion Date that the <i>Contractor</i> pays the <i>Client</i>.</p> <p>When determining the amount to be stated, any requirements of the local jurisdiction should be followed.</p>	<p><i>section</i> 1.</p> <p>description Western Roundabout</p> <p>amount per day £400</p> <p>Remainder of the <i>works</i></p> <p>£620 per day</p>
X8: UNDERTAKINGS TO THE CLIENT OR OTHERS			
The <i>undertakings to Others</i> are provided to	Identifies who the <i>undertakings to Others</i> are provided to	<p>State the organisation the <i>undertakings to Others</i> are provided to.</p> <p>The form of the <i>undertakings to Others</i> is set out in the Scope.</p>	provided to Highways England
The <i>Subcontractor undertakings to Others</i> are:	Identifies the <i>works</i> which are covered by the <i>undertakings</i> and who they are provided to	<p>Describe clearly the <i>works</i> covered by the <i>Subcontractor undertakings to Others</i> and state the organisation it is provided to.</p> <p>The form of the <i>Subcontractor undertakings to Others</i> is set out in the Scope.</p>	work design of the bridge crossing the River Binding
The <i>Subcontractor undertakings to the Client</i> are:	Identifies the <i>works</i> which are covered by the <i>undertakings</i>	<p>Describe clearly the <i>works</i> covered by the <i>Subcontractor undertakings to the Client</i>.</p> <p>The form of the <i>Subcontractor undertakings to the Client</i> is set out in the Scope.</p>	work design of the bridge crossing the River Binding

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X10: INFORMATION MODELLING			
<p>If no information execution plan is identified in part two of the Contract Data</p> <p>The period after the Contract Date within which the Contractor is to submit a first Information Execution Plan for acceptance is</p>	<p>Identifies the period within which the Contractor is required to submit an Information Execution Plan for acceptance if none is identified in the Contract Data.</p>	<p>Often the Client will require the Contractor to provide an Information Execution Plan as part of its selection proposal, in which case it will be identified in Contract Data part two.</p> <p>Alternatively the Client may not require the Contractor to provide the Information Execution Plan as part of the selection process. Where this is the case no Information Execution Plan will have been identified in part two of Contract Data, so the period within which a first Information Execution Plan is required to be submitted for acceptance in accordance with clause X10.4(2) is stated here. The period should not be too long due to the importance of the Information Execution Plan.</p> <p>The Information Execution Plan sets out how the Contractor will deliver the Information Model Requirements stated in the Scope. It is not Scope and does not specify what is required.</p>	<p>two weeks</p>
<p>The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim</p>	<p>Identifies the minimum amount of insurance cover</p>	<p>Unless the Client has its own insurance department or access to insurance specialists, it is sensible to get advice on the figure to be stated here for insurance cover for failure to use the skill and care normally used by professionals providing information similar to the Project Information, i.e. professional indemnity insurance. (clause X10.7(3)).</p>	<p>£6,000,000</p>
<p>The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is</p>	<p>Identifies the period for which the Contractor maintains insurance</p>	<p>Unlike all other insurances, which provide cover for events from the starting date until the Defects Certificate or a termination certificate has been issued, the period for which professional indemnity insurance provides cover is flexible and is stated here.</p> <p>Typically the period will be the same as the period for which the Contractor remains liable for any matter under the contract (Refer to X18 section of Contract Data for further guidance).</p>	<p>12 years</p>
X12: MULTIPARTY COLLABORATION (NOT USED WITH OPTION X20)			
<p>The Promoter is</p>	<p>Identifies the Promoter</p>	<p>The Promoter is the Party for whom the project(s) is being carried out. Typically the Promoter will be the Client.</p> <p>State the name of the organisation who will be the Promoter. State the address to be used for communications, which may not be Promoter's registered office address, including an email address if necessary.</p>	<p>Greenwheat County Council</p> <p>County Hall, Greater Binding, Greenwheatshire GN7 3BB</p> <p>themajor@greenwheatcc.com</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The Schedule of Partners is in	Identifies the document containing the Schedule of Partners	<p>The Partners are incentivised, through the use of Key Performance Indicators (KPIs), to contribute to achieving the <i>Promoter's</i> objective. There can be more than one KPI for each Partner. Typically the same KPIs will apply to all Partners.</p> <p>The Schedule of Partners should identify the:</p> <ul style="list-style-type: none"> • name of Partner, • representative's address and contact details, • contribution and objective, • joining date, • leaving date and • for each KPI: <ul style="list-style-type: none"> – performance indicator, – target, – measurement arrangement and – amount of payment if the target is achieved or improved upon, unless no money incentive is to be included. <p>KPIs should be chosen such that they can be objectively measured so that the Partners know when they have been achieved. The use of subjective judgements, for example using phrases such as 'reasonable satisfaction' etc., should be avoided.</p> <p>The details included in the measurement arrangements typically include for each KPI:</p> <ul style="list-style-type: none"> • who measures them, • who calculates them, • how they are measured and • how often they are measured. <p>Option X12 is not used with Option X20, because the <i>incentive schedule</i> includes KPIs.</p>	Volume 5 part 1
The <i>Promoter's objective</i> is	Identifies the <i>Promoter's objective</i> for the project(s)	<p>The <i>Promoter's objective</i> is the objective for the 'programme of projects' if more than one or for 'the project' if only one. The <i>Promoter's objective</i> should be expressed quantitatively if possible (the business case). It should also include the partnering objectives.</p>	to improve the environment of Much Binding for residents and visitors

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The Partnering Information is in	Identifies the document(s) containing the Partnering Information	<p>Partnering Information specifies how the Partners collaborate and includes any requirements for</p> <ul style="list-style-type: none"> • use of common information systems, • sharing of offices, • attendance at Partners' and Core Group meetings, • participation in partnering workshops, • arrangements for joint design development, • value engineering and value management, • risk management, and • other matters that the Core Group manages. <p>Core Group Members selected by agreement to take decisions on behalf of the Partners can be included in the Partnering Information in the form of the Schedule of Core Group Members.</p> <p>This information should not duplicate requirements in the Scope, Schedule of Partners or other sections of Contract Data. Partnering Information is not Scope.</p>	Volume 5 part 2
X13: PERFORMANCE BOND			
The amount of the performance bond is	Identifies the amount of the performance bond	<p>The performance bond provides the <i>Client</i> with some protection in respect to the <i>Contractor's</i> performance of the contract.</p> <p>The form of the performance bond is set out in the Scope.</p>	£100,000
X14: ADVANCED PAYMENT TO THE CONTRACTOR			
The amount of the advanced payment is	Identifies the amount of the advanced payment	<p>Typically this Option is used where the <i>Contractor</i> incurs a substantial initial cost at the start of the contract.</p> <p>State the amount of the advanced payment.</p>	£75,000
The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments is	Identifies when the <i>Contractor</i> repays the amount	State the period after the Contract Date from when the repayment instalments start.	20 weeks
The instalments are (either an amount or a percentage of the payment otherwise due)	Identifies the amount of each repayment instalment	The instalments can be made, either as a specific amount or a percentage of the payment otherwise due. Typically this will be based on the cashflow profile of the contract.	10% of the payment amount otherwise due
Advanced payment bond An advanced payment bond is / is not required. (Delete as applicable)	Identify whether an advanced payment bond is required or not	<p>To reduce the risk of default, the <i>Client</i> may require an advanced payment bond. Typically this will depend on the amount of the advanced payment.</p> <p>The form of the advanced payment bond is set out in the Scope.</p>	An advanced payment bond is required.

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X15: THE CONTRACTOR'S DESIGN			
The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is	Identifies the <i>period for retention</i> of the <i>Contractor's</i> design information	Typically the <i>period for retention</i> will be the same as the period for which the <i>Contractor</i> remains liable for any matter under the contract (Refer to X18 section of Contract Data for further guidance).	12 years
The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of the each claim	Identifies the minimum amount of insurance cover	Unless the <i>Client</i> has its own insurance department or access to insurance specialists, it is sensible to get advice on the figure to be stated here for insurance cover for failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> , i.e. professional indemnity insurance. (clause X15.6).	£2,000,000
The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	Identifies the period for which the <i>Contractor</i> maintains insurance	Unlike all other insurances, which provide cover for events from the starting date until the Defects Certificate or a termination certificate has been issued, the period for which professional indemnity insurance provides cover is flexible and is stated here. Typically the period will be the same as the period for which the <i>Contractor</i> remains liable for any matter under the contract (Refer to X18 section of Contract Data for further guidance).	12 years
X16: RETENTION (NOT USED WITH OPTION F)			
The <i>retention free amount</i> is	Identifies the <i>retention free amount</i>	State the amount of the Price for Work Done to Date that retention does not apply to. Retention is then taken on the amounts that exceed the retention free amount.	£250,000
The <i>retention percentage</i> is	Identifies the <i>retention percentage</i>	State the <i>retention percentage</i> , which is the proportion of the Price for Work Done to Date that is retained. The percentage is halved in the assessment made at Completion or in the next assessment after the <i>Client</i> has taken over the whole of the <i>works</i> (clause X16.2).	3%
Retention bond The <i>Contractor</i> may / may not give the <i>Client</i> a retention bond. (Delete as applicable)	States whether <i>Contractor</i> may give the <i>Client</i> a retention bond	State whether or not the <i>Client</i> is willing to accept a retention bond as an alternative to retention (clause X16.3). The form of the retention bond is set out in the Scope.	The <i>Contractor</i> may give the <i>Client</i> a retention bond
X17: LOW PERFORMANCE DAMAGES			
The amounts for low performance damages amount performance level	Identifies the performance level and the amount to be paid by the <i>Contractor</i>	The performance levels should be objectively defined and be consistent with requirements stated in the Scope. The amount to be stated, should be sufficient to compensate the <i>Client</i> for the additional costs of the reduced performance. The detailed requirements, performance standards and required tests, relating to any performance levels are stated in the Scope.	

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X18: LIMITATION OF LIABILITY			
The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	Identifies the limit of the <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss	State the limit of the <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss.	5% of the total of the Prices at the Contract Date
For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	Identifies the limit of the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property	In projects where the <i>Contractor</i> is required to work within or adjacent to a <i>Client's</i> existing property, the <i>Contractor</i> is exposed to risks arising from damage it may cause. The <i>Client's</i> costs arising from such an event could be significant. This entry limits the claim the <i>Client</i> may make against the <i>Contractor</i> for its costs. State the limit of the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property.	£150,000
The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	Identifies the <i>Contractor's</i> limit of liability for Defects due to its design which are not listed on the Defects Certificate	The <i>Contractor's</i> liability for his design can be limited to the amount stated here. This liability can be further limited to the skill and care normally used by professionals designing works similar to the works, if Option X15 is also used. State the limit of the <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate.	£250,000
The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Identifies the <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters	The <i>Contractor's</i> liability to the <i>Client</i> can be limited to the amount stated here subject to the exclusions stated in clause X18.5. The amount stated should be equal to or higher than the other limiting amounts stated in this Option to allow for amounts that may become due to the <i>Client</i> from other rights it may have under the applicable law. State the <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters.	unlimited
The <i>end of liability date</i> is ... years after the Completion of the whole of the works	Identifies the <i>end of liability date</i>	In law the <i>Contractor's</i> liability to the <i>Client</i> may not end when the Defects Certificate has been issued, particularly for a Defect or other matter which only becomes apparent some time after the <i>defects date</i> . Such Defects are often referred to as latent defects. Many, but not all, legal jurisdictions have cut-off periods after which the <i>Contractor</i> is no longer liable for such latent defects or any other matters under the contract. The cut-off period may also depend upon how the contract has been created (Refer to Chapter 6 for further guidance). This entry can be used to reduce the cut-off period set by law or, if none exists, add such a cut-off period. State the period of time after the Completion of the whole of the works.	The <i>end of liability date</i> is 6 years after the Completion of the whole of the works

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X20: KEY PERFORMANCE INDICATORS (NOT USED WITH OPTION X12)			
The <i>incentive schedule</i> for Key Performance Indicators is in	Identifies the document(s) containing the <i>incentive schedule</i>	<p>Key Performance Indicators (KPIs) should be chosen such that they can be objectively measured so that the Parties know when they have been achieved. The use of subjective judgements, for example using phrases such as 'reasonable satisfaction' etc., should be avoided.</p> <p>For each KPI, the <i>incentive schedule</i> should identify the:</p> <ul style="list-style-type: none"> • performance indicator, • target, • measurement arrangement and • amount of payment if the target is achieved or improved upon, unless no money incentive is to be included. <p>The details included in the measurement arrangements typically include for each KPI:</p> <ul style="list-style-type: none"> • who measures them, • who calculates them, • how they are measured and • how often they are measured. <p>Option X20 is not used with Option X12, because the Schedule of Partners includes KPIs.</p>	Volume 6
A report of performance against each Key Performance Indicator is provided at intervals of..... months	Identifies the frequency for submitting reports on performance	<p>State the frequency for submitting reports on performance against each Key Performance Indicator.</p> <p>In deciding the frequency, where applicable, consider aligning it with the <i>Client's</i> routine reporting periods whether it be monthly or quarterly.</p>	three

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
X22: EARLY CONTRACTOR INVOLVEMENT (ONLY USED FOR OPTION C AND E)			
The Budget is item description amount Total	Identifies the how the budget is made up	<p>The Budget represents the cost of the project which the <i>Client</i> expects to incur and which the <i>Contractor</i> can control or influence. Whilst some other costs may be incurred by the <i>Client</i>, if the <i>Contractor</i> can have no influence on them, they should be excluded from the Budget.</p> <p>The design requirements of the project must be sufficiently developed to allow the preparation of the Budget.</p> <p>As the <i>Contractor</i> is expected to Provide the Works within the Budget, the <i>Contractor</i> needs to know how the Budget is made up and which costs could be influenced by the choices the <i>Contractor</i> could make on the project. Cost may include:</p> <ul style="list-style-type: none"> • purchasing of any land, • consultants used at the concept stages of the project to produce some early outline design, • consultancy advice during the contract, • any necessary site investigation or other surveys, • utility diversions or protection works, • other professional advisors, <p><i>Client's</i> staff that will manage the project and so on.</p> <p>The Budget should be broken down into a series of cost headings. The detail of this may be provided in a separate document identified here.</p>	<p>The Budget is set out in the Scope (S 2510)</p>
The <i>Contractor</i> prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than	Identifies the frequency for submitting forecasts of the total Defined Cost of the work to be done in Stage One	<p>The <i>Project Manager</i> operates control of the <i>Contractor's</i> costs by requiring regular detailed forecasts of work to be done during Stage One. The forecast should identify the work completed up to date, and defines the work to be carried out in the remainder of that stage.</p> <p>State the intervals the <i>Contractor</i> submits forecasts of the total Defined Cost.</p>	<p>five weeks</p>
The <i>Contractor</i> prepares forecasts of the total Project Cost at intervals no longer than	Identifies the frequency for submitting forecasts of the total Project Cost	<p>The <i>Contractor</i> must also provide regular forecasts of total anticipated expenditure against the Budget – the Project Cost.</p> <p>State the intervals the <i>Contractor</i> submits forecasts of the total Project Cost.</p>	<p>five weeks</p>



CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If there are additional events which could change the Budget</p> <p>These are additional events which could change the Budget</p>	<p>Identifies additional reasons to change the Budget</p>	<p>The reasons for changing the Budget are limited to (clause X23.16):</p> <ul style="list-style-type: none"> the <i>Project Manager</i> giving an instruction changing the <i>Client's</i> requirements stated in the Scope or an additional reasons stated here. <p>Changes to the Budget are not compensation events or assessed as if they were. The <i>Project Manager</i> decides the amount of change to the Budget after consultation with the <i>Contractor</i>. How changes are made to the Budget are stated in the Scope.</p> <p>Examples of additional reasons to change the Budget may include:</p> <ul style="list-style-type: none"> Elements of cost where accurate forecasting could not be made. Risks which the <i>Contractor</i> can neither control nor influence should be retained by the <i>Client</i>, but if these risks could affect the <i>Contractor's</i> costs, they should be identified as a reason for changing the Budget. <p>Examples of changes to the <i>Client's</i> requirements stated in the Scope include:</p> <p>The <i>Contractor</i> may come up with a particularly innovative design that is expected to lead to greater capital costs but with significant savings on operational costs. If the requirement to consider whole life costs was not stipulated within the Scope, only the capital cost element, the <i>Client</i> would need to change the <i>Client's</i> requirements to allow this design to be used. This would trigger an adjustment to the Budget, recognising the increased capital cost of the design.</p> <ul style="list-style-type: none"> The <i>Client</i> decides to increase or decrease the required size or quality of the new asset because of market conditions. 	

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The <i>budget incentive</i> is% of the saving</p>	<p>Identifies the percentage share of the saving if the final Project Cost is less than the Budget</p>	<p>State the percentage which is the <i>Contractor's</i> share of the saving if the final Project Cost is less than the Budget. This allows for a number of options for incentivising the <i>Contractor</i>, depending upon whether Option C or E is used.</p> <p>If Option C is selected, where the <i>Contractor</i> is incentivised to beat the target on the construction cost alone, the target (total of the Prices) is adjusted using the compensation event process in the contract. The <i>Contractor</i> assists in providing information to determine any change to the Budget, but this would not affect the <i>Contractor's</i> share under this arrangement.</p> <p>Care is needed in setting the share arrangements to properly motivate the <i>Contractor</i> to make savings on the <i>Client's</i> other costs included in Project Costs, and not solely on construction costs.</p> <p>For example, the saving on the Budget will include a share of any saving on the construction cost part of the Budget. Accordingly, the Option C <i>Contractor's</i> share percentage needs to be reduced to recognise this. Also, the saving on the Budget needs to be sufficiently high to motivate the <i>Contractor</i> to focus on that, and not solely on reducing the construction cost.</p> <p>If Option E is selected, incentivising the <i>Contractor</i> to achieve savings of the Budget involves a different approach to managing the contract. Whilst all compensation events would change the forecast total of the Prices, only compensation events for changing the <i>Client's</i> requirements stated in the Scope or for other events stated by the <i>Client</i> in the Contract Data will result in a change to the Budget.</p> <p>The incentive arrangement under Option E provides for the <i>Contractor</i> receiving a share of the saving achieved on the Budget. The share is paid out once the final Project Cost is known. The <i>Contractor</i> is not required to contribute to any overspend of the Budget.</p>	<p>40</p>
<p>Y(UK)1: PROJECT BANK ACCOUNT</p>			
<p>Charges made and interest paid by the project bank</p> <p>The <i>Contractor</i> is / is not to pay any charges made and to be paid any interest paid by the <i>project bank</i>. (delete as applicable)</p>	<p>Identifies whether the <i>Contractor</i> is to pay any charges made and is paid any interest paid by the <i>project bank</i></p>	<p>State whether the <i>Contractor</i> is to pay any charges made and is paid any interest paid by the <i>project bank</i>.</p>	<p>The <i>Contractor</i> is to pay any charges made and to be paid any interest paid by the <i>project bank</i></p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
Y(UK)2: THE HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996			
<p>If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due</p> <p>The period for payment is.... days after the date on which payment becomes due</p>	Identifies the period within which payment is made if Y(UK)2 is used	<p>State the period from the date on which payment becomes due in which the payment is to be made, if the default period of two weeks is not going to be used.</p> <p>The date on which a payment becomes due is seven days after the assessment date which results in an overall period of three weeks from the assessment date in which the payment is made.</p> <p>If the period is being changed, consider:</p> <ul style="list-style-type: none"> the effect on the cash flow of the <i>Contractor</i> and its supply chain, how quickly the <i>Project Manager</i> can certify the payment, whether the <i>Client</i> requires an invoice and the <i>Client's</i> ability to then process the payment. 	The period for payment is 21 days after the date on which payment becomes due
Y(UK)3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1996			
term <i>beneficiary</i>	Identifies the term(s) of the contract and the person or organization that can enforce them	<p>The Contracts (Rights of Third Parties) Act 1999 allows a third party to a contract, i.e. not the <i>Client</i> or the <i>Contractor</i>, to enforce a term of that contract in certain circumstances. This Option ensures that only those terms that are clearly set out in part one of the Contract Data can be enforced by those persons, or class of persons, that are named. This ensures that third party rights cannot be implied from any of the other terms of the contract or Scope.</p> <p>Option Y(UK)3 can be used as an alternative to X8 Undertakings to the <i>Client</i> or Others</p>	term Design of the river crossing works set out in clause S 350 of the Scope. <i>beneficiary</i> Environment Agency
If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3		<p>If the <i>Client</i> wishes to provide such a right to a third party he should obtain legal advice on the implications and the description to be used in the Contract Data before stating the terms of the contract that are to be enforced.</p> <p>If Option Y(UK)1 is used with Y(UK)3 the Named Suppliers are also included as a <i>beneficiary</i>.</p>	term The provisions of Option Y(UK)1. <i>2. beneficiary</i> Named Suppliers
Z: ADDITIONAL CONDITIONS OF CONTRACT			
The <i>additional conditions of contract</i> are	Identifies any <i>additional conditions of contract</i>	<p>State where the <i>additional conditions of contract</i> are contained.</p> <p>An example is where excavations, including tunneling, form a significant part of the <i>works</i>. It may be appropriate to include specific compensation events relating to the occurrence of specific values of stated parameters set out in a geotechnical baseline report (included in the Site Information).</p> <p>Refer to section 2.3 for guidance on drafting <i>additional conditions of contract</i>.</p>	

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
CONTRACT DATA PART TWO – DATA PROVIDED BY THE CONTRACTOR			
1 GENERAL			
<p>The <i>Contractor</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	<p>Identifies the <i>Contractor</i>.</p>	<p>State the <i>Contractor's</i> legal name. State the address to be used for communications, which may not be the <i>Contractor's</i> registered office address, including an email address if necessary.</p> <p>Refer to Volume 1: Establishing a Procurement and Contract Strategy for guidance on the role of the <i>Contractor</i>.</p>	<p>The <i>Contractor</i> is</p> <p>Name Woodstone Construction Ltd</p> <p>Address for communications Woodstone House, Collingbourne Bellinger, Wincanton AB3 7TT</p> <p>Address for electronic communications: canwefixit@woodstone.com</p>
<p>The <i>fee percentage</i> is</p>	<p>Identifies the <i>fee percentage</i></p>	<p>The Fee includes all costs the <i>Contractor</i> may incur that are not included in Defined Cost (see clause 52.1), which may include its overheads, profit, insurance premiums, bank charges, and any allowance for its risks (e.g. Disallowed Cost).</p> <p>The Fee is calculated by applying the <i>fee percentage</i> to the Defined Cost (clause 11.2(10)).</p>	<p>10%</p>
<p>The <i>working areas</i> are</p>	<p>Identifies the <i>working areas</i></p>	<p>Describe or provide a drawing showing the <i>areas</i> including the Site which form the proposed working areas. The working areas should comply with the definition of Working Areas under clause 11.2(20).</p> <p>If a drawing is provided it is not Scope.</p>	<p>The <i>working areas</i> are the Site and borrow pit adjacent to the new road (see drawing WCL/Tend/002 in Volume 7</p>
<p>The <i>key persons</i> are</p> <p>(1) Name</p> <p>Job</p> <p>Responsibilities</p> <p>Qualifications</p> <p>Experience</p>	<p>Identifies the <i>Contractor's key persons</i></p>	<p>State the names, job title, responsibilities, qualifications and experience of the <i>key persons</i> of the <i>Contractor</i>.</p> <p>It is essential that the people chosen are sufficiently experienced in the type of work and have the time to carry out their duties effectively.</p> <p>The <i>Client</i> may state roles for which <i>key persons</i> are to be provided by the <i>Contractor</i>. The roles identified should be relevant to the type of work included in the contract.</p>	<p>Name Mrs B Builder</p> <p>Job Site Agent</p> <p>Responsibilities Overall responsibility for the contract</p> <p>Qualifications C Eng MICE</p> <p>Experience 15 years in civil engineering construction – see CV in Volume 8</p> <p>Name Mr L Curtis</p> <p>Job Construction Manager</p> <p>Responsibilities Control of all construction resources</p> <p>Qualifications no formal qualifications</p> <p>Experience 20 years in civil engineering construction, 8 as General Foreman and Construction Manager – see CV in Volume 8</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The following matters will be included in the Early Warning Register	Identifies the key risks which may affect the project	<p>The Early Warning Register develops one of the aims of the contract – that of encouraging good project management. It is a live document and will change during the progress of the work. It will not exist before the <i>starting date</i>.</p> <p>The <i>Contractor</i> lists here the risks that it requires to be included in the Early Warning Register. The Early Warning Register is used to record these matters and notified early warnings and manage them. The Early Warning Register is not Scope and does not allocate risk.</p> <p>This list alerts the <i>Project Manager</i> to the risks, and including it here requires the <i>Project Manager</i> and the <i>Contractor</i> to discuss how best to avoid or minimise their effects.</p>	Contaminated material is found within the boundaries of the site
2 THE CONTRACTOR'S MAIN RESPONSIBILITIES			
<p>If the <i>Contractor</i> is to provide Scope for its design</p> <p>The Scope provided by the <i>Contractor</i> for its design is in</p>	Identifies the Scope provided by the <i>Contractor</i> for its design	<p>If the <i>Contractor</i> has completed design prior to the Contract Date state the document containing the Scope provided by the <i>Contractor</i> for its design.</p> <p>Refer to Chapter 3.5 for further guidance.</p>	The document titled Design of the River Bridge in Volume 9
3 TIME			
<p>If a programme is to be identified in the Contract Data</p> <p>The programme identified in the Contract Data is</p>	Identifies the first programme	<p>This entry is only used if the <i>Client</i> requires a programme as part of the <i>Contractor's</i> selection proposal.</p> <p>The <i>Contractor</i> identifies its programme here. The <i>Client</i> reviews it as part of the selection process.</p> <p>Refer to Volume 3: Selecting a Supplier for guidance on how to deal with a programme identified in Contract Data part 2 which is not accepted.</p>	Programme ref. WCL/Prog./T1 in Volume 10
<p>If the <i>Contractor</i> is to decide the completion date for the whole of the works</p> <p>The <i>completion date</i> for the whole of the <i>works</i> is</p>	Identifies the <i>completion date</i> for the whole of the <i>works</i>	<p>State the <i>completion date</i> for the whole of the <i>works</i>.</p> <p>This entry is only used if the <i>Client</i> has not stated the <i>completion date</i> in Contract Data part one.</p> <p>It may not be possible to identify the <i>completion date</i> as a calendar date due to the uncertainties in the time it will take to complete the <i>Contractor</i> selection process. Consequently, the date can be fixed by stating the number of days after the <i>starting date</i>.</p>	56 weeks after the starting date
5 PAYMENT			
<p>If Option A or C is used</p> <p>The <i>activity schedule</i> is</p>	Identifies the <i>activity schedule</i>	Refer to Chapter 5 for further guidance on preparing the <i>activity schedule</i> .	Document reference WCL/AS/01 in Volume 11
<p>If Option B or D is used</p> <p>The <i>bill of quantities</i> is</p>	Identifies the <i>bill of quantities</i>	Refer to Chapter 5 for further guidance on preparing the <i>bill of quantities</i> .	Document reference WCL/BoQ/01 in Volume 11

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If Option A, B, C or D is used</p> <p>The tendered total of the Prices is</p>	Identifies the tendered total of the Prices	State the tendered total of the Prices. The figure stated should be the same as the total of all the activities in the <i>activity schedule</i> or items in the <i>bill of quantities</i> .	£10,320,800
<p>If Option F is used</p> <p>Work which the <i>Contractor</i> will do is:</p> <p>activity</p> <p>price</p>	Identifies the activities which the <i>Contractor</i> will do and the <i>price</i>	Describe the activities which the <i>Contractor</i> will do itself (and not subcontract) and the <i>price</i> . The activities should be clearly described. The <i>price</i> may be either a lump sum or unit rate.	
RESOLVING AND AVOIDING DISPUTES			
<p>If W1 and W2 is used</p> <p>The <i>Senior Representatives</i> of the <i>Contractor</i> are</p> <p>(1) Name</p> <p>Address for communications</p> <p>Address for electronic communications</p>	Identifies the <i>Senior Representatives</i> of the <i>Contractor</i> .	<p>State the name of the person(s) who will be the <i>Senior Representative(s)</i>. State the address to be used for communications, which may not be <i>Senior Representatives</i> registered office address, including an email address if necessary.</p> <p>It is essential that the person(s) chosen as <i>Senior Representative(s)</i> has the authority to agree a resolution on behalf of the <i>Contractor</i>.</p> <p>There is no maximum or minimum number of <i>Senior Representatives</i>. It is up to the Parties to decide this and complete the entries in Contract Data part one and two accordingly.</p> <p><i>Senior Representatives</i> should not be involved in the day to day management of the <i>works</i> so the <i>Project Manager</i>, <i>Supervisor</i> or <i>Contractor's key people</i> should not be identified.</p> <p>'<i>Senior Representatives</i>' is not a defined term. Much like <i>Project Manager</i>, <i>Supervisor</i> and <i>Adjudicator</i>, it is necessary to look in the <i>conditions of contract</i> to understand their power, duties and responsibilities.</p> <p><i>Senior Representatives</i> may adopt any procedure they choose including:</p> <ul style="list-style-type: none"> • negotiate in person at meetings, • employ processes like mediation or conciliation or • involve an expert third party to seek their opinion. <p>The initial three week period is aimed at giving the Parties a chance of avoiding formal dispute resolution, starting with adjudication, in an attempt to resolve differences as quickly, cost effectively and amicably as they are able to.</p>	<p>The <i>Senior Representative</i> is</p> <p>Name Mrs Bentley</p> <p>Address for communications Woodstone House, Collingbourne Bellinger, Wincanton AB3 7TT</p> <p>Address for electronic communications: icanhelp@woodstone.com</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>If Option W3 is used</p> <p>The <i>Contractor's</i> nomination for the Dispute Avoidance Board is</p> <p>Name</p> <p>Address</p> <p>Address for electronic communications</p>	<p>Identifies the names and qualifications of the <i>Dispute Avoidance Board</i> members</p>	<p>The <i>Dispute Avoidance Board</i> would normally consist of either one or three members. If one member, the <i>Client</i> would normally nominate an individual for agreement by the <i>Contractor</i>, and confirm their appointment after the award of the contract. If three members, it is normal practice for the <i>Client</i> to nominate one member, the <i>Contractor</i> a second and the two members jointly identify a third. However, other methods of appointment may be used, and the entry should be changed to suit the chosen method of appointment.</p> <p>Note that the board members must have appropriate expertise and knowledge of the contract.</p>	<p>Name Mr I Help</p> <p>Address for communications Unit 12, Whereville, Sussex</p> <p>Address for electronic communications: ihelp@ihelpmakedecisions.com</p>
X10: INFORMATION MODELLING			
<p>If an <i>information execution plan</i> is to be identified in the Contract Data</p> <p>The <i>information execution plan</i> identified in the Contract Data is</p>	<p>Identifies the document(s) containing the <i>information execution plan</i></p>	<p>This entry is only used if the <i>Client</i> requires an <i>information execution plan</i> as part of the <i>Contractor's</i> selection proposal.</p> <p>The <i>information execution plan</i> sets out how the <i>Contractor</i> will deliver the Information Model Requirements stated in the Scope. It is not Scope and does not specify what is required.</p> <p>Refer to Volume 3: Selecting a Supplier for guidance on how to deal with an <i>information execution plan</i> identified in Contract Data part 2 which is not accepted.</p>	<p>in Volume 12</p>
X22: EARLY CONTRACTOR INVOLVEMENT (ONLY USED FOR OPTION C AND E)			
<p>The Stage One <i>key persons</i> are:</p> <p>Name</p> <p>Job</p> <p>Responsibilities</p>	<p>Identifies the Stage One key people</p>	<p>State the names, job title, responsibilities, qualifications and experience of the key people of the <i>Contractor</i>.</p>	<p>Name Mrs B Builder</p> <p>Job Site Agent</p> <p>Responsibilities Overall responsibility for the contract</p> <p>Qualifications C Eng MICE</p>
<p>Qualifications</p> <p>Experience</p>		<p>It is essential that the people chosen are sufficiently experienced in the type of work and have the time to carry out their duties effectively and will be available throughout Stage One.</p>	<p>Experience 15 years in civil engineering construction – see CV in Volume 8</p> <p>Name Mr L Curtis</p> <p>Job Construction Manager</p> <p>Responsibilities Control of all construction resources</p> <p>Qualifications no formal qualifications</p> <p>Experience 20 years in civil engineering construction, 8 as General Foreman and Construction Manager – see CV in Volume 8</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The Pricing Information is in	Identifies the document(s) containing the Pricing Information	<p>Pricing Information is identified here and is used during the contract for preparing the prices for Stage Two. As part of the selection process, the <i>Client</i> sets out what form the Pricing Information is to take, and the Scope sets out how the information is to be used.</p> <p>The Pricing Information will be a document possibly containing unit rates, resource costs, overheads and profit, preliminaries costs, Fee percentages and the like, but will also specify how the <i>Contractor</i> will prepare its assessment of the Prices for Stage Two, the 'rules'.</p>	Volume 13
Y(UK)1: PROJECT BANK ACCOUNT			
The <i>project bank</i> is	Identifies the <i>project bank</i>	State the <i>project bank</i> that establishes the Project Bank Account.	Your Money Bank plc
<i>named suppliers</i> are	Identifies the <i>named suppliers</i>	State the <i>suppliers</i> identified by the <i>Contractor</i> in its selection proposal and who, in addition to the <i>Contractor</i> , will be paid from the Project Bank Account.	Webuildbridges Ltd
DATA FOR THE SCHEDULE OF COST COMPONENTS (IF OPTIONS C, D OR E IS USED)			
<p>The listed items of Equipment purchased for work on this contract, with an on cost charge, are:</p> <p>Equipment time-related on cost charge per time period</p>	Identifies the listed items of Equipment purchased for work on this contract, with an on cost charge	<p>There are four categories of Equipment:</p> <ul style="list-style-type: none"> • hired or rented Equipment, • Equipment owned by the <i>Contractor</i> or its ultimate holding company, • Equipment specifically purchased for work on this contract and • special Equipment. <p>Special Equipment is Equipment for which typical hire rates do not apply. For example a dredging barge or barge crane.</p> <p>The purpose of this entry is for the <i>Contractor</i> to list items of Equipment purchased for work on this contract, with an on cost charge.</p>	
<p>The rates for special Equipment are:</p> <p>Equipment rate</p>	Identifies the rates for special Equipment	State the rates for special Equipment.	
<p>The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Contractor</i> are:</p> <p>category of person rate</p>	Identifies the hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas	<p>State the hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas that is done by the <i>Contractor</i>.</p> <p>Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers.</p> <p>These rates are not used when this type of work is subcontracted.</p>	<p>Skilled £22.50</p> <p>Semiskilled £19.50</p> <p>Unskilled £14</p>

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
The hourly rates for Defined Cost of design outside the Working Areas are: category of person rate	Identifies the hourly rates for Defined Cost of design outside the Working Areas	State the hourly rates for Defined Cost of design outside the Working Areas that is done by the <i>Contractor</i> . Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers. These rates are not used when this type of work is subcontracted.	Senior Engineer £60/hr Junior Engineer £45/hr Draughtperson £35/hr
The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are	Identifies the categories of design people whose traveling expenses to and from the Working Areas are included in Defined Costs	State the categories of the <i>Contractor's</i> design people whose travelling expenses to and from the Working Areas are included in Defined Costs. These rates are not used when this type of work is subcontracted.	All the categories listed above
DATA FOR THE SHORT SCHEDULE OF COST COMPONENTS (IF OPTION A OR B IS USED)			
The <i>people rates</i> are: category of person unit rate	Identifies the <i>people rates</i>	State the <i>people rates</i> (clause 11.2(28)), including a full description of the category of person, unit (hour or day) and rate. Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers. The <i>people rates</i> are used in the assessment of compensation events in accordance with SSCC clause 11.	The <i>people rates</i> are: Site Agent, per hour, £30 Labourer, per hour, £15
The published list of Equipment is the edition at the Contract Date of the list published by	Identifies the published list of Equipment	State the published list of Equipment. Typically the <i>Client</i> should complete this entry, particularly if the selection process involves tendering so the published list is the same for all tenderers.	The Civil Engineering Contractors Association (CECA)
The percentage for adjustment for Equipment in the published list is...% (state plus or minus)	Identifies the percentage adjustment to the published list of Equipment	State the percentage adjustment to the published list of Equipment.	-20%
The rates for Other Equipment are: Equipment rate	States Equipment rates for other Equipment	State rates for other Equipment not covered by the published list of Equipment.	Equipment: Barge mounted backhoe size or capacity: 1.5m³ bucket rate: £180/hr
The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Contractor</i> are: category of person rate	Identifies the rates for Defined Cost of manufacture and fabrication outside the Working Areas	State the rates for Defined Cost of manufacture and fabrication outside the Working Areas that is done by the <i>Contractor</i> . Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers. These rates are not used when this type of work is subcontracted.	Skilled £22.50 Semiskilled £19.50 Unskilled £14

CONTRACT DATA ENTRY	PURPOSE OF ENTRY	GUIDANCE	EXAMPLE ENTRY
<p>The rates for Defined Cost of design outside the Working Areas are</p> <p>category of person</p> <p>rate</p>	<p>Identifies the rates for Defined Cost of design outside the Working Areas</p>	<p>State the rates for Defined Cost of design outside the Working Areas that is done by the <i>Contractor</i>.</p> <p>Typically the <i>Client</i> completes the description of the category of person, particularly if the selection process involves tendering, so the categories are the same for all tenderers.</p> <p>These rates are not used when this type of work is subcontracted.</p>	<p>Senior Engineer £60/hr</p> <p>Junior Engineer £45/hr</p> <p>Draughtperson £35/hr</p>
<p>The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are</p>	<p>Identifies the categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost</p>	<p>State the categories of the <i>Contractor's</i> design people whose traveling expenses to and from the Working Areas are included in Defined Cost.</p> <p>These rates are not used when this type of work is subcontracted.</p>	<p>All the categories listed above</p>

2.3 USING OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

Additional conditions should be used only when absolutely necessary to accommodate special needs, such as those specific to the jurisdiction in which the work is to be done. The flexibility of the ECC main and secondary Options minimises the need for additional conditions. Additional conditions should never be used to limit how the *Contractor* is to do the work in the contract as this is part of the function of the Scope.

If the *Client* wishes to include additional conditions, the following checklist may be used when drafting them.

Why	<ul style="list-style-type: none"> • Why is the clause needed? • What is the issue that the standard contract does not deal with or not deal with adequately? • Is this something that should be included in the Scope? • Prepare a “brief statement” – specification for and justification of additional provision.
What	<ul style="list-style-type: none"> • What is needed by way of additional provisions? • The drafter must understand the contract as a whole and recognise how the new provision will affect/ be affected by other clauses • Prepare a “clause function statement” – what the clause is required to achieve
How	<ul style="list-style-type: none"> • Maintain NEC key principles: <ul style="list-style-type: none"> – Flexibility – the contract should be as flexible as possible. It should be capable of being used for any type of work in any legal jurisdiction. – Clarity – the contract should be written in ordinary language, using as far as possible words which are in common use, to make it easier to understand by people who are not used to using formal contracts or whose first language is not English. – Stimulus to good management – every procedure should contribute to, rather than detract from, the effectiveness of management of the work. Clear division of function and responsibility helps accountability and motivates people to play their part. • Follow NEC style: <ul style="list-style-type: none"> – Use the same NEC language & style – further guidance on this is included in section 3.2 sub-section on general drafting advice. – Use the same defined and identified terms. – Adopt NEC text when possible – e.g. “a reason for not accepting ... is ...” – Avoid cross references. – Add to existing conditions, avoid amending them. – Carefully checked for consistency and compatibility with other conditions.
Review	<ul style="list-style-type: none"> • Are the additional clauses helpful to <u>all</u> of the parties involved, are they understandable, and easy to use? • Verify that the needs have been met by referring back to the brief statement. • Test by flow charting.

CHAPTER 3

Scope

3.1 THE STATUS OF THE SCOPE

The function of the Scope

NEC contracts identify the Scope as the document which sets out what the Parties are required to do under the contract. The obligation to work in accordance with that Scope is set out in the *conditions of contract*.

Scope is defined as:

“11.2(16) Scope is information which

- **specifies and describes the works or**
- **states any constraint on how the Contractor Provides the Works**

and is either

- **in the documents which the Contract Data states it is in or**
- **in an instruction given in accordance with this contract.”**

Scope should be a complete and precise statement of the *Client's* requirements. If it is not, there is a risk that the *Contractor* will interpret it differently to the *Client's* intention. Subjective terms should be avoided.

Scope prepared by the *Client* is separated from Scope prepared by the *Contractor* relating to its design. The *Client's* Scope is prepared first, and the *Contractor* uses this to prepare any information relating to his design required at the Contract Date. The *Client's* Scope is treated as having priority over the *Contractor's* Scope under clause 60.1 (1).

Scope provided by the *Client* includes:

- technical information, specifications and drawings describing the *works*
- constraints on how the *Contractor* Provides the Works, including specific safety requirements and
- *Client's* requirements for work to be designed by the *Contractor*.

Scope, where provided by the *Contractor*, consists of the particulars of the *Contractor's* design for *works* it is required to design.

The *Contractor's* primary obligation under ECC is stated in clause 20.1.

“20.1 The Contractor Provides the Works in accordance with the Scope.”

When this clause is read in conjunction with clause 11.2 (16), and the following clauses, the importance of Scope is clear.

“11.2 (2) Completion is when the Contractor has

- **done all the work which the Scope states is to be done by the Completion date” and.....”**

“11.2 (6) A Defect is

- **a part of the works which is not in accordance with the Scope or”**

“60.1 The following are compensation events.

(1) The *Project Manager* gives an instruction changing the Scope except

- **a change made in order to correct a Defect or**
- **a change to the Scope provided by the *Contractor* for its design which is made**
 - **at the *Contractor’s* request or**
 - **in order to comply with other Scope provided by the *Client*.”**

The *conditions of contract* make frequent reference to Scope as illustrated above and detailed later in section 3.3. Scope is therefore central to the operation of the contract.

Scope should be drafted in accordance with the three key objectives of NEC, namely flexibility, clarity and stimulus to good management (refer to Volume 1 Establishing a Procurement and Contract Strategy).

Only the *Project Manager* can instruct a change to the Scope – the power to do this is stated in clause 14.3. Such an instruction is a compensation event unless the exceptions mentioned above in clause 60.1(1) apply.

The relationship between Scope and Contract Data

Scope should not contain information which repeats, contradicts or creates an ambiguity with any information contained within Contract Data or with the *conditions of contract*.

A further distinction is that the *Project Manager* can instruct a change to Scope but cannot change Contract Data once the contract is formed.

The relationship between Scope and Site Information

The *Contractor’s* obligations regarding Scope and Site Information are different. A clear separation between Scope and Site Information is required; Scope describes the future development whilst Site Information describes the past and present condition of the site.

Some documents may contain both Scope and Site Information. For example, a document may show an existing structure alongside details of a new structure. The following example shows how Scope and Site Information can be separated.

Scope – example drawing list

DRAWING NO.	DESCRIPTION
0100	New Factory Building
0200	Existing Factory Building (proposed features)

Site Information – example drawing list

DRAWING NO.	DESCRIPTION
0200	Existing Factory Building (existing features)
0300	Existing Mains Services

The relationship between Scope and pricing documents

A clear distinction exists between Scope and the pricing documents i.e. *activity schedule* or *bill of quantities*. Information in the pricing documents includes a description of items of

work necessary to Provide the Works, but it is not Scope (clauses 55.1 (Option A and C) and 56.1 (Option B and D)).

The *Contractor's* obligation is to Provide the Works in accordance with the Scope, and information contained in the pricing documents does not change this obligation.

Statements about pricing of work should not be included in the Scope, as they neither specify or describe the *works*, nor are they constraints.

Scope as a contract document

Some forms of contract use provisions creating a hierarchy or priority of documentation as a means of resolving ambiguities and inconsistencies in or between documents. This is not the approach taken by NEC.

Priority clauses can interfere with the natural interpretation of documents as intended by the Parties. Such an indiscriminate approach to resolving ambiguities and inconsistencies can cause problems.

As explained in Chapter 1, the ECC describes the function of each document forming part of the contract. This provides clarity as to the relevance and purpose of each document in the contract. The *conditions of contract* then deal with any remaining ambiguity or inconsistency in or between the documents.

The ECC deals with ambiguities and inconsistencies between the documents forming the contract as follows at clause 17.1.

“The *Project Manager* or the *Contractor* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The *Project Manager* states how the ambiguity or inconsistency should be resolved.”

This may require the *Project Manager* to give an instruction changing the Scope. This is a compensation event (clause 60.1(1)), unless the exceptions stated in the second bullet apply.

There is no priority of documents in the ECC other than the hierarchy of *Client's* Scope compared to Scope provided by the *Contractor* for its design in clause 60.1(1).

3.2 DRAFTING SCOPE

Incorporation of standard specifications

Scope often consists of several documents drafted by different contributors. Typically in preparing the contract, and in particular Scope, it may be helpful to identify an individual who is responsible for ensuring all documents are drafted in a coherent and consistent way and who checks and resolves any ambiguities or inconsistencies before the contract is issued.

Standard specifications drafted for use on previous projects or with other standard forms of contract should be reviewed and amended as appropriate, prior to incorporation. Drafting shortcuts such as “All references to Specification shall mean Scope” or “Throughout this specification any reference to Engineer shall be deemed to mean *Project Manager*” are likely to cause problems. Each reference should be checked for correct use in relation to the duties and responsibilities of the *Client*, *Contractor*, *Project Manager* and *Supervisor*.

The duties of the *Project Manager* and the *Supervisor* are set out in the *conditions of contract*.

The substitution of “Project Manager” for “Engineer” as a drafting short-cut can cause confusion for the following reasons:

- The *Project Manager* may not have the same duties as the Engineer in other contracts. Some of the Engineer’s duties may be undertaken by the *Project Manager* and some by the *Supervisor* or *Client*.
- The ECC is more prescriptive on what can be done by the *Project Manager* on certification than other standard contracts.
- The “acceptance” of a communication by a *Project Manager* may differ from an “approval” given by an Engineer in other contracts. Clause 14.1 states:

“The *Project Manager’s* or the *Supervisor’s* acceptance of a communication from the *Contractor* or of his work does not change the *Contractor’s* responsibility to Provide the Works or his liability for his design”.

Standard specifications should be checked to ensure consistency with other parts of the contract. For example, risk allocation varies from contract to contract and references to the *Client’s* and *Contractor’s* responsibilities within standard specifications need to be checked. These may conflict with the *conditions of contract* and would need to be removed.

Examples of specification ambiguity are included below.

Examination of typical traditional specification

W.1	WATER MAINS
W1.1	If, in the <u>opinion of the Engineer</u> , there is undue delay in the application of the first hydraulic test, or of any subsequent tests, or if any length of main should fill the test, the Engineer may direct the <i>Contractor</i> to suspend main laying operations until the length or lengths of main have been <u>satisfactorily</u> tested.
	[Note subjective words, ‘in the opinion of’ and ‘satisfactorily’, as well as the uncertainty regarding the Engineer’s actions and the use of the term Engineer.]
W1.2	After <u>satisfactory</u> completion of pressure testing, each valve on, and adjacent to, the pipeline shall be examined to witness that the opening/closing mechanisms function <u>satisfactorily</u> and are capable of functioning for their designated purpose. Isolating valves shall be examined by opening and closing the isolating gate three times. <u>All tests and examinations shall be witnessed by the Engineer’s staff and the Contractor shall provide a witnessed certificate to this effect to the Engineer.</u>

	[Note subjective word 'satisfactorily' and the use of the wrong terminology. The witnessing of the tests should be by the <i>Supervisor</i> . If a preface had been included in this specification to the effect that read <i>Project Manager</i> for <i>Engineer</i> , then the <i>Project Manager</i> would have an obligation that is the <i>Supervisor's</i> under the <i>conditions of contract</i> and a conflict would exist. Note also that the <i>Contractor</i> is required to provide notification of results under the <i>conditions of contract</i> and this Scope paragraph requires an extra obligation of the <i>Contractor</i> .]
W2	SWABBING OF WATER MAINS
W2.1	<u>Swabs will be provided by the Purchaser.</u> Temporary pipework shall be provided by the <i>Contractor</i> .
	[Note wrong terminology in <i>Purchaser</i> , where it should refer to <i>Client</i> . Note also the vague nature of the statement. How many swabs will be provided and when? Where will/can they be obtained from?]
W3	WATER SUPPLY FOR TESTING AND SWABBING
W3.1	For the purpose of the hydraulic testing of water-retaining structures and pipelines, the <i>Purchaser</i> will make available water from existing mains, at times and rates of flow to be decided by the <i>Purchaser</i> and agreed with the <i>Engineer</i> .
	[Note wrong terminology: should be <i>Project Manager</i> and <i>Client</i> , not <i>Purchaser</i> and <i>Engineer</i> . Note also that if the <i>Contractor</i> were to do the test, it is not involved in the decision of when the water is to be provided, although this could affect the programme.]
W3.2	Water will be provided free of charge to the <i>Contractor</i> for the first test. In the event of any part of the work having to be retested the <i>Contractor</i> shall be required to pay for the supply of water on a volume basis at the prevailing rate of the <i>Purchaser</i> .
	[Note wrong terminology: should be <i>Client</i> , not <i>Purchaser</i> . The payment issue is not Scope and is a matter for the <i>conditions of contract</i> or pricing documents.]
G1	STANDARDS OF MATERIALS
G1.1	15th Statement of the DoE Committee on Chemicals and Materials of Constructions for use in Public Water Supplies and Swimming Pools.
G1.2	The use of materials, including chemicals that do not meet the above criteria, shall be subject to the <u>approval</u> of the <i>Engineer</i> .
	[Note under the <i>conditions of contract</i> 'acceptance' and not 'approval' is the terminology used. Also should be the <i>Project Manager</i> , not <i>Engineer</i> . G1.2 would require the <i>Project Manager</i> to instruct a change to the Scope.]
G2	DISINFECTATION OF PIPEWORK AND STRUCTURES
	Pipes, pumps and structures shall be disinfected in accordance with the following procedure:
(a)	The <i>Contractor</i> shall provide, at least three weeks before carrying out the disinfection process, a <u>Method Statement</u> to the <i>Engineer</i> for its <u>Approval</u> .
	[Note that under the <i>conditions of contract</i> a method statement is part of the <i>Contractor's</i> programme. The <i>Contractor</i> submits the programme to the <i>Project Manager</i> (not the <i>Engineer</i>) for acceptance (not approval). There are several programme revisions provided for in the <i>conditions of contract</i> , including where the <i>Project Manager</i> can ask for one at any time.]
(b)	After <u>satisfactory</u> hydraulic testing, pipes, pumps, structures etc shall be cleaned of all deleterious material.
	[Note the use of vague words such as 'satisfactory'. The expected results of the test, as well as the details of how and when the test is to be carried out, should be provided.]
(c)	The volume to be disinfected shall be filled with chlorinated water at a dose level of 20–25mg/l free chlorine and left to stand for 24 hours. Large structures may have all surfaces thoroughly scrubbed down with heavily chlorinated water and the volume then filled with a lower dose level, 0.5mg/l chlorinated water, and left for 24 hours.

(d)	The chlorinated water shall be drained away and disposed of in a <u>safe</u> and <u>satisfactory</u> manner. All <u>necessary</u> approvals for discharge shall be obtained by the <i>Contractor</i> . De-chlorination will be necessary to ensure that free chlorine discharged is below 0.1mg/l, where discharge is a watercourse, or drain leading to a watercourse.
	[Note the vague words 'safe', 'satisfactory' and 'necessary'. What is safe and satisfactory to the <i>Contractor</i> could be different from the <i>Project Manager</i> . Unless a published standard is quoted, the requirements should be stated in the Scope.]
(e)	The volume shall then be refilled with potable water and left a further 24 hours.
(f)	<u>The Purchaser will take samples for bacteriological testing</u> . The results of these tests will take a minimum of three working days to provide a conclusive test.
	[Note the incorrect terminology by the use of 'Purchaser' rather than <i>Client</i> . The Scope is required to state who provides samples, materials and facilities for testing. The criteria of the test should also be stated.]
(g)	<u>If test results are unsatisfactory to the Purchaser, the above procedure shall be repeated until satisfactory results are achieved</u> .
	[Note: use of incorrect terminology 'Purchaser' and 'satisfactory'. The uncertainty of this statement could leave the <i>Contractor</i> having difficulties pricing accurately, or potentially adding conservative amounts of risk into its price.]

Health and safety information

Clause 27.4 requires the *Contractor* to act in accordance with the health and safety requirements stated in the Scope. Further comment on this clause is given in sections 3.3 and 3.4.

The *Client* should consider how to deal with health and safety requirements and documentation carefully when preparing Scope. The Scope should set out any requirements for the *Contractor* to comply with the *Client's* own safety procedures (if any). Any such requirements must be included in the Scope (or incorporated by reference from the Scope). These are additional to any obligations the *Contractor* may have under the particular jurisdiction where the *works* are being provided or the *law of the contract* or both.

Many jurisdictions require health and safety risks to be evaluated by the *Client* and then communicated to the *Contractor* as part of the selection process. It may not be necessary to include the risk evaluation as a contract document, but it is necessary to check for consistency between the health and safety information, Scope and Site Information.

UK specific illustration:

The Construction (Design and Management) Regulations 2015 require the preparation of Pre-Construction Information relating to health and safety and for this information to be provided to the *Contractor*. It is likely that this may contain information which is both Scope and Site Information. Care should be taken in deciding how to provide the Pre-Construction Information to the *Contractor*. Consider:

- whether the information is Scope or Site Information.
- how changes and developments to the information will be administered – which changes can only be made by an instruction of the *Project Manager* and which can be changed by the *Contractor* to suit its own proposals
- the legal requirement for Pre-Construction Information to be issued to the *Contractor* whether incorporated into the contract or not
- the time difference between formation of the contract and the *starting date*. Where there is a significant difference the Pre-Construction Information may change

In most cases, clarity will be achieved by keeping the Pre-Construction Information separate from other contract documents. Typically, Pre-Construction Information will contain both Scope and Site Information. Where this is the case, the Scope must identify information from the Pre-Construction Information which specifies and describes the *works* or states constraints, and the Site Information must identify information from the Pre-Construction Information which describes the Site.

General drafting advice

The following description of NEC drafting style will help compilers draft Scope and other contract documents clearly.

1. A basic objective of NEC contracts is that they should be clear and simple. The drafting delivers clarity and simplicity of language. Simplicity also follows from the design of the management processes in the contracts.
2. One of the objectives of using simple language in the Scope is that it should be easy for people whose first language is not English to use. A further advantage is that the Scope can be translated into other languages accurately.

Vocabulary

3. Use the simplest possible words. Simple words have few syllables.
4. Don't use words which are not needed.

Sentences

5. Sentences should be as short as possible. Twenty words is fine. Never have more than forty. Use several short sentences instead of one sentence with several connectors.
6. Many statements are conditional. 'If this happens, the *Contractor* does this'. Put the condition first, not last, and use 'if', not 'when'. 'If this happens, the *Contractor* does this.' [not: 'The *Contractor* does this when this happens.'] Use 'when' only if timing is implied as in clause 36.3.
7. Use commas properly. The pause which a comma creates can help understanding.

Bullets

8. Bullets are used when a sentence includes a list. Don't use bullets for short lists with short descriptions. The following does not need to be bulleted:

'The *Contractor* arranges for 'Hail to the Chief' to be played by a brass band outside the *Project Manager's* office at 9 a.m. on

- **Mondays,**
 - **Wednesdays,**
 - **Fridays and**
 - **its birthday.'**
9. A useful check is that punctuation of bulleted sentences should work if the bullets are removed. Bullets end with a comma except the last but one which ends with 'and' or 'or' and the last which ends with a full stop. Do not put a comma before 'and'. 'And' replaces the comma before the last item on a list as above.
 10. Whenever possible, put bullets at the end of a sentence. Having a bit more of the sentence after a bulleted list is clumsy as the reader does not expect the text and the sentence can become very long and not easy to understand.
 11. Bullets are indented. Bullets within bullets should be avoided if possible. If used, as in clause 31.2, use a double indent.

Adjectives and Adverbs

12. Old-fashioned contracts use a lot of adjectives and adverbs. NEC contracts use the absolute minimum, which is hardly any. This is perhaps the most important drafting convention for NEC. Use an adverb or adjective only if it is really unavoidable.

13. Verbs and nouns are usually precise, adverbs and adjectives are usually imprecise. 'The *Contractor* does all urgent work quickly' is easy to understand. Unfortunately, you can argue about the meaning of 'urgent' (adjective) and 'quickly' (adverb). 'The *Contractor*' (noun), 'does' (verb) and 'work' (noun) are precise. To make the point absurdly, 'George ate a hefty meal unhurriedly' is vague but not meaningless. 'George ate a meal of 42 mouthfuls in 21 minutes' is boring but precise. The Scope is not intended to be a good read. It has to state what is required in words of unarguable precision and clarity.
14. Some adverbial phrases are as imprecise as adverbs, e.g. 'quickly' in 'come quickly' is obviously an adverb. So, in effect, is 'as soon as you can' in 'come as soon as you can'.
15. This text, for example, about extension of time, comes from clause 44(1) of the ICE conditions fifth edition, adverbs and adjectives in italics.

'..... or exceptional adverse weather conditions or other special circumstances of any kind be such as fairly to entitle the Contractor to an extension of timethe Contractor shall within 28 days after the cause of the delay has arisen or as soon thereafter as is reasonable in all the circumstances deliver to the engineer full and detailed particulars of any claim to extension of time.....'

16. It is impossible to decide whether an extension of time should be given and, if so, for how much, when and how described until the courts have decided what the adjectives and adverbs mean.
17. NEC drafting requires the absolute minimum of adverbs and adjectives. Some are innocuous as in clause 61.6 which uses the adjective 'wrong' as in 'wrong assessment'.

Statements

18. Statements should be as short as possible with no more than two sentences. They should cover only one subject.

Tenses

19. Use the present tense for all statements of what somebody must do or not do. It is seldom necessary to use another tense. 'If the sky has fallen down, the *Project Manager* decides what the *Contractor* will do' uses three tenses. 'If the sky falls down, the *Project Manager* decides what the *Contractor* does' uses only the present.

Capitals

20. Capital initials show that a term is defined in the contract. When drafting, test that a definition is right by putting it into the sentences where the defined term is used. These definitions are only abbreviations and must only be abbreviations. If there is anything to say about the defined term, it has to be in the sentence.
21. There are exceptions. *Project Manager*, *Supervisor*, *Client* and *Contractor* have capital initials but are not defined.

Particular words

22. 'May' in NEC means 'is allowed to' as in 'the *Supervisor* **may** instruct.....' Do not use it to mean that something might happen.
23. 'Any' can usually be deleted.

Multiple Alternatives

24. *a, b, c* or *d*. Bullet the alternatives if they are phrases of some length.

Gender

25. Use gender neutral words and phrases.

3.3 ECC REFERENCES TO SCOPE

The following table identifies where the *conditions of contract* refer to Scope. Scope should provide the information required by the contract and identify project specific requirements.

The references are in the order that they appear in the *conditions of contract* and cross referenced to the example structure provided in section 3.4.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
11.2 (2)	S 405, 410	<p>Completion is when the <i>Contractor</i> has</p> <ul style="list-style-type: none"> done all the work which the Scope states is to be done by the Completion Date and corrected notified Defects which would have prevented the <i>Client</i> from using the <i>works</i> and Others from doing their work. <p>If the work which the <i>Contractor</i> is to do by the Completion Date is not stated in the Scope, Completion is when the <i>Contractor</i> has done all the work necessary for the <i>Client</i> to use the <i>works</i> and for Others to do their work.</p>	In order for the <i>Project Manager</i> to decide that Completion has occurred, the Scope must state clearly and unambiguously what work is to be done before Completion.
11.2 (6)		<p>A Defect is</p> <ul style="list-style-type: none"> a part of the <i>works</i> which is not in accordance with the Scope or a part of the <i>works</i> designed by the <i>Contractor</i> which is not in accordance with the applicable law or the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted. 	Refer to section 3.1.
11.2 (9)		Equipment is items provided and used by the <i>Contractor</i> to Provide the Works and which the Scope does not require the <i>Contractor</i> to include in the <i>works</i> .	
11.2 (16)		<p>Scope is information which</p> <ul style="list-style-type: none"> specifies and describes the <i>works</i> or states any constraints on how the <i>Contractor</i> Provides the Works and is either <p>in the documents which the Contract Data states it is in or</p> <ul style="list-style-type: none"> in an instruction given in accordance with this contract. 	Refer to section 3.1.
C, D, E 11.2 (26)	S 1210, 1405, 1410	<p>Disallowed Cost is cost which</p> <ul style="list-style-type: none"> is not justified by the <i>Contractor's</i> accounts and records, should not have been paid to a Subcontractor or supplier in accordance with its contract, was incurred only because the <i>Contractor</i> did not <ul style="list-style-type: none"> follow an acceptance or procurement procedure stated in the Scope, give an early warning which this contract required it to give or give notification to the <i>Project Manager</i> of the preparation for and conduct of an adjudication or proceedings of a <i>tribunal</i> between the <i>Contractor</i> and a Subcontractor or supplier 	<p>State any acceptance or procurement procedures to be followed by the <i>Contractor</i>.</p> <p>State any constraints on how the <i>Contractor</i> Provides the Works.</p> <p>This is only relevant to Options C, D, and E where payment to the <i>Contractor</i> is based upon Defined Cost.</p>

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		<p>and the cost of</p> <ul style="list-style-type: none"> correcting Defects after Completion, correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how it is to Provide the Works stated in the Scope, Plant and Materials not used to Provide the Works (after allowing for reasonable wastage) unless resulting from a change to the Scope, resources not used to Provide the Works (after allowing for reasonable availability and utilisation) or not taken away from the Working Areas when the <i>Project Manager</i> requested and preparation for and conduct of an adjudication or proceedings of the <i>tribunal</i> between the Parties. 	
F 11.2 (27)	S 1210, 1405, 1410	<p>Disallowed Cost is cost which</p> <ul style="list-style-type: none"> is not justified by the <i>Contractor's</i> accounts and records, should not have been paid to a Subcontractor or supplier in accordance with its contract, was incurred only because the <i>Contractor</i> did not <ul style="list-style-type: none"> follow an acceptance or procurement procedure stated in the Scope, give an early warning which the contract required it to give or give notification to the <i>Project Manager</i> of the preparation for and conduct of an adjudication or proceedings of a <i>tribunal</i> between the <i>Contractor</i> and a Subcontractor or is a payment to a Subcontractor for work which the Contract Date states that the <i>Contractor</i> will do themselves or <ul style="list-style-type: none"> the <i>Contractor's</i> management and was incurred in the preparation for and conduct of an adjudication or proceedings of the <i>tribunal</i> between the Parties. 	<p>State any acceptance or procurement procedures to be followed by the <i>Contractor</i>.</p> <p>This is only relevant to Option F where payment to the <i>Contractor</i> is based upon Defined Cost.</p>
13.2	S 810	<p>If the Scope specifies the use of a communication system, a communication has effect when it is communicated through the communication system specified in the Scope.</p> <p>If the Scope does not specify a communication system, a communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.</p>	Detail the communication system to be used.
14.3		The <i>Project Manager</i> may give an instruction to the <i>Contractor</i> which changes the Scope or a Key Date.	
15.4		The <i>Project Manager</i> revises the Early Warning Register to record the decisions made at each early warning meeting and issues the revised Early Warning Register to the <i>Contractor</i> within one week of the early warning meeting. If a decision needs a change to the Scope , the <i>Project Manager</i> instructs the change at the same time as the revised Early Warning Register is issued.	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
16.1		The <i>Contractor</i> may propose to the <i>Project Manager</i> that the Scope provided by the <i>Client</i> is changed in order to reduce the amount the <i>Client</i> pays to the <i>Contractor</i> for the Providing the Work. The <i>Project Manager</i> consults with the <i>Client</i> and the <i>Contractor</i> about the change.	
16.2		<p>Within four weeks of the <i>Contractor</i> making the proposal the <i>Project Manager</i></p> <ul style="list-style-type: none"> accepts the <i>Contractor's</i> proposal and issues an instruction changing the Scope, informs the <i>Contractor</i> that the <i>Client</i> is considering the proposal and instructing the <i>Contractor</i> to submit a quotation for a proposed instruction to change the Scope or informs the <i>Contractor</i> that the proposed is not accepted. <p>The <i>Project Manager</i> may give any reason for not accepting the proposal.</p>	
17.2		The <i>Project Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware that the Scope includes an illegal or impossible requirement. If the Scope does include an illegal or impossible requirement, the <i>Project Manager</i> gives an instruction to change the Scope appropriately.	
20.1		The <i>Contractor</i> Provides the Works in accordance with the Scope .	Refer to section 3.1.
21.1	S 305	The <i>Contractor</i> designs the parts of the works which the Scope states the <i>Contractor</i> is to design.	<p>Define the parts of the works which the <i>Contractor</i> is to design.</p> <p>This can be done in a number of different ways. See section 3.4 for further guidance.</p>
21.2	S 310, 320	<p>The <i>Contractor</i> submits the particulars of its design as the Scope requires to the <i>Project Manager</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Project Manager</i> has accepted its design.</p>	State the procedures which the <i>Contractor</i> follows in carrying out its design and the procedures for submitting designs for acceptance by the <i>Project Manager</i> including an acceptance criteria.
22.1	S 335	The <i>Client</i> may use and copy the <i>Contractor's</i> design for any purpose connected with construction, use, alteration or demolition of the works unless otherwise stated in the Scope and for other purposes as stated in in this contract. The <i>Contractor</i> obtains from a Subcontractor equivalent rights for the <i>Client</i> to use material prepared by the Subcontractor.	State any restriction and / or additional purposes for which the <i>Client</i> may wish to use and copy the <i>Contractor's</i> design.
23.1	S 340	<p>The <i>Contractor</i> submits particulars of the design of an item of Equipment to the <i>Project Manager</i> for acceptance if the <i>Project Manager</i> instructs the <i>Contractor</i> to. A reason for not accepting is that the design of the item will not allow the <i>Contractor</i> to Provide the Works in accordance with</p> <ul style="list-style-type: none"> the Scope, the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted or the applicable law. 	State the procedures which the <i>Contractor</i> follows in carrying out its design and the procedures for submitting designs for acceptance by the <i>Project Manager</i> including an acceptance criteria.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
25.1	S 515, 905, 910	The <i>Contractor</i> co-operates with Others including in obtaining and providing information which they need in connection with the <i>works</i> . The <i>Contractor</i> shares the Working Areas with Others as stated in the Scope .	Detail the activities of Others within the Working Areas.
25.2	S 1005, 1010	The <i>Client</i> and <i>Contractor</i> provide services and other things as stated in the Scope . Any cost incurred by the <i>Client</i> as a result of the <i>Contractor</i> not providing the services and other things which it is to provide is assessed by the <i>Project Manager</i> and paid by the <i>Contractor</i> .	State the services and other things that are to be provided by the <i>Client</i> and <i>Contractor</i> .
27.4	S 1105	The <i>Contractor</i> acts in accordance with the health and safety requirements stated in the Scope .	State any health and safety requirements that are in addition to the requirements of law, which the <i>Contractor</i> must follow.
31.2	S 505	<p>The <i>Contractor</i> shows on each programme which he submits for acceptance</p> <ul style="list-style-type: none"> • the <i>starting date</i>, <i>access dates</i>, Key Dates and Completion Date, • planned Completion, • the order and timing of the operations which the <i>Contractor</i> plans to do in order to Provide the Works, • the order and timing of the work of the <i>Client</i> and Others as last agreed with them by the <i>Contractor</i> or, if not so agreed, as stated in the Scope, • the dates when the <i>Contractor</i> plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the <i>Client</i> and Others to do their work, • provisions for <ul style="list-style-type: none"> float, time risk allowances, <ul style="list-style-type: none"> – health and safety requirements and – the procedures set out in this contract, • the dates when, in order to Provide the Works in accordance with the programme, the <i>Contractor</i> will need <ul style="list-style-type: none"> – access of a part of the Site if later than its <i>access date</i>, – acceptances, and – Plant and Materials and other things to be provided by the <i>Client</i> and – information from Others, • for each operation a statement of how the <i>Contractor</i> plans to do the work identifying the principal Equipment and other resources which will be used and • other information which the Scope requires the <i>Contractor</i> to show on a programme submitted for acceptance. <p>A programme issued for acceptance is in the form stated in the Scope.</p>	<p>State the order and timing of work of the <i>Client</i> which may affect the <i>Contractor's</i> programme, Refer also to clause 25.1.</p> <p>State any additional information that the <i>Contractor</i> is to show on the programme. This may include dates for submission of designs and samples, dates for information or actions by the <i>Client</i> and <i>Project Manager</i>, and the timing of any test and inspection.</p> <p>Any requirements for the format of the programme should be stated, including the use of specific software and the requirement for hard or electronic copies. Any requirements for the format of resourcing information should also be stated.</p>
31.3	S 505	Within two weeks of the <i>Contractor</i> submitting a programme for acceptance, the <i>Project Manager</i> notifies the <i>Contractor</i> of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting the programme is that	Refer to clause 31.2.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		<ul style="list-style-type: none"> the <i>Contractor's</i> plans which it shows are not practicable, it does not show the information which the contract requires, it does not represent the <i>Contractor's</i> plans realistically or it does not comply with the Scope. <p>If the <i>Project Manager</i> does not notify acceptance or non-acceptance within the time allowed, the <i>Contractor</i> may notify the <i>Project Manager</i> of that failure. If the failure continues for a further one week after the <i>Contractor's</i> notification, it is treated as acceptance by the <i>Project Manager</i> of the programme.</p>	
34.1		<p>The <i>Project Manager</i> may instruct the <i>Contractor</i> to stop or not start any work. The <i>Project Manager</i> subsequently gives an instruction to the <i>Contractor</i> to</p> <ul style="list-style-type: none"> re-start or start the work or remove the work from the Scope. 	
35.2	S 440	<p>The <i>Client</i> may use any part of the <i>works</i> before Completion has been certified. The <i>Client</i> takes over a part of the <i>works</i> when it begins to use it, except if the use is</p> <ul style="list-style-type: none"> for a reason stated in the Scope or to suit the <i>Contractor's</i> method of working. 	If the <i>Client</i> requires to use any part of the <i>works</i> prior to Completion without taking it over, describe the part and set out the reasons for its use
40.1	S 605	<p>The <i>Contractor</i> operates a quality management system which complies with the requirements stated in the Scope.</p>	Detail any particular requirements of the quality management system the <i>Contractor</i> is required to operate.
41.1	S 705	<p>This clause only applies to tests and inspections required by the Scope or the applicable law.</p>	Detail the tests and inspections required, the results expected and which parties are involved in the test and inspection process.
41.2	S 705	<p>The <i>Contractor</i> and the <i>Client</i> provide materials, facilities and samples for tests and inspections as stated in the Scope.</p>	State the materials, facilities and samples to be provided by the <i>Contractor</i> and the <i>Client</i> for tests and inspections and the timing of these.
42.1	S 705	<p>The <i>Contractor</i> does not bring to the Working Areas those Plant and Materials which the Scope states are to be tested or inspected before delivery until the <i>Supervisor</i> has notified the <i>Contractor</i> that they have passed the test or inspection.</p>	State the Plant and Materials which are to be tested and inspected before delivery to the Working Areas, including details of tests or inspections.
43.1		<p>Until the <i>defects date</i>, the <i>Supervisor</i> may instruct the <i>Contractor</i> to search for a Defect. The <i>Supervisor</i> gives reasons for the search with the instruction. Searching may include</p> <ul style="list-style-type: none"> uncovering, dismantling, re-covering and re-erecting work, providing facilities, materials and samples for tests and inspections done by the <i>Supervisor</i> and doing tests and inspections which the Scope does not require. 	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
45.1		The <i>Contractor</i> and the <i>Project Manager</i> may propose to the other that the Scope should be changed so that a Defect does not have to be corrected.	
45.2		If the <i>Contractor</i> and the <i>Project Manager</i> are prepared to consider the change, the <i>Contractor</i> submits a quotation for reduced Prices or an earlier Completion Date or both to the <i>Project Manager</i> for acceptance. If the quotation is accepted, the <i>Project Manager</i> changes the Scope , the Prices and the Completion Date accordingly and accepts the revised programme.	
46.1		If the <i>Contractor</i> is given access in order to correct a notified Defect but the Defect is not corrected within its <i>defect correction period</i> , the <i>Project Manager</i> assesses the cost to the <i>Client</i> of having the Defect corrected by other people and the <i>Contractor</i> pays this amount. The Scope is treated as having been changed to accept the Defect.	
46.2		If the <i>Contractor</i> is not given access in order to correct a notified Defect before the <i>defects date</i> , the <i>Project Manager</i> assesses the cost to the <i>Contractor</i> of correcting the Defect and the <i>Contractor</i> pays this amount. The Scope is treated as having been changed to accept the Defect.	
50.2	S 820	The <i>Contractor</i> submits an application for payment to the <i>Project Manager</i> before each assessment date setting out the amount the <i>Contractor</i> considers is due at the assessment date. The <i>Contractor's</i> application for payment includes details of how the amount has been assessed and is in the form stated in the Scope . In assessing the amount due, the <i>Project Manager</i> considers an application for payment submitted by the <i>Contractor</i> before the assessment date.	State the format and requirements for the <i>Contractor's</i> application for payment.
C, D, E 52.2	S 1505	The <i>Contractor</i> keeps these records <ul style="list-style-type: none"> • account of its payments of Defined Cost, • proof that the payments have been made, • communications about and assessments of compensation events for Subcontractors and • other records as stated in the Scope. 	Detail any other records to be kept by the <i>Contractor</i> .
F 52.3	S 1505	The <i>Contractor</i> keeps these records <ul style="list-style-type: none"> • account of payments made to Subcontractors, • proof that the payments have been made, • communications about and assessments of compensation events for Subcontractors and • other records as stated in the Scope. 	Detail any other records to be kept by the <i>Contractor</i> .
A 55.1		Information in the Activity Schedule is not Scope or Site Information. If the activities on the Activity Schedule do not relate to the Scope , the <i>Contractor</i> corrects the Activity Schedule.	
C 55.2		Information in the Activity Schedule is not Scope or Site Information.	
A 55.3		If the <i>Contractor</i> <ul style="list-style-type: none"> • changes a planned method of working at its discretion so that the activities on the Activity Schedule do not relate to the operations on the Accepted Programme or • corrects the Activity Schedule so that the activities on the Activity Schedule relate to the Scope 	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		the <i>Contractor</i> submits a revision of the Activity Schedule to the <i>Project Manager</i> for acceptance.	
B, D 56.1		Information in the Bill of Quantities is not Scope or Site Information.	
60.1(1)		The <i>Project Manager</i> gives an instruction changing the Scope except <ul style="list-style-type: none"> • a change made in order to accept a Defect or • a change to the Scope provided by the <i>Contractor</i> for its design which is made <ul style="list-style-type: none"> – at the <i>Contractor's</i> request or – in order to comply with the Scope provided by the <i>Client</i>. 	
60.1(5)	S 515,905, 910	The <i>Client</i> or Others <ul style="list-style-type: none"> • do not work within the times shown on the Accepted Programme, • do not work within the conditions stated in the Scope or • carry out work on the Site that is not stated in the Scope. 	Refer to clauses 25.1 and 25.2.
60.1(16)	S 705	The <i>Client</i> does not provide materials, facilities and samples for tests as stated in the Scope .	Refer to clause 41.2.
B, D 60.4		A difference between the final total quantity of work done and the quantity stated for an item in the Bill of Quantities is a compensation event if <ul style="list-style-type: none"> • the difference does not result from a change to the Scope, • the difference causes the Defined Cost per unit of quantity to change and • the rate in the Bill of Quantities for the item multiplied by the final total quantity of work done is more than 0.5% of the total of the Prices at the Contract Date. <p>If the Defined Cost per unit of quantity is reduced, the affected rate is reduced.</p>	
63.4		If the effect of a compensation event is to reduce the total Defined Cost and the event is <ul style="list-style-type: none"> • a change to the Scope other than a change to the Scope provided by the <i>Client</i>, which the <i>Contractor</i> proposed and the <i>Project Manager</i> accepted or • a correction to an assumption stated by the <i>Project Manager</i> for assessing an earlier compensation event <p>the Prices are reduced.</p>	
63.10		A compensation event which is an instruction to change the Scope in order to resolve an ambiguity or inconsistency is assessed as if the Prices, the Completion Date and the Key Dates were for the interpretation most favourable to the Party which did not provide the Scope .	
63.11		If a change to the Scope makes the description of the Condition for a Key Date incorrect, the <i>Project Manager</i> corrects the description. This correction is taken into account in assessing the compensation event for the change to the Scope .	

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
A, B 63.12		If the effect of a compensation event is to reduce the total Defined Cost and the event is a change to the Scope provided by the <i>Client</i> , which the <i>Contractor</i> proposed and the <i>Project Manager</i> accepted, the Prices are reduced by an amount calculated by multiplying the assessed effect of the compensation event by the <i>value engineering percentage</i> .	
C, D 63.13		If the effect of a compensation event is to reduce the total Defined Cost and the event is a change to the Scope provided by the <i>Client</i> , which the <i>Contractor</i> proposed and the <i>Project Manager</i> accepted, the Prices are not reduced.	
71.1	S 1305	The <i>Supervisor</i> marks Equipment, Plant and Materials which are outside the Working Areas if <ul style="list-style-type: none"> the contract identifies them for payment and the <i>Contractor</i> has prepared them for marking as the Scope requires. 	State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the <i>Supervisor</i> , for payment and transfer of title to the <i>Client</i> . State which items are to be prepared for marking, and how this is to be done.
73.2	S 1310	The <i>Contractor</i> has title to materials from excavation and demolition unless the Scope states otherwise.	State if the <i>Client</i> has title to materials from excavation and demolition.
80.1		The following are <i>Client's</i> liabilities. <ul style="list-style-type: none"> Claims and proceedings from Others and compensation and costs payable to Others which are due to <ul style="list-style-type: none"> use or occupation of the Site by the <i>works</i> or for the purpose of the <i>works</i> which is the unavoidable result of the <i>works</i>, negligence, breach of statutory duty or interference with any legal right by the <i>Client</i> or any person employed by or contracted to it except the <i>Contractor</i>, A fault of the <i>Client</i> or any person employed by or contracted to it, except the <i>contractor</i>. A fault in the design contained in <ul style="list-style-type: none"> the Scope provided by the <i>Client</i> or an instruction from the <i>Project Manager</i> changing the Scope. Loss of or damage to Plant and Materials supplied to the <i>Contractor</i> by the <i>Client</i> or by Others on the <i>Client's</i> behalf, until the <i>Contractor</i> has received and accepted them. Loss of or damage to the <i>works</i>, Plant and Materials due to <ul style="list-style-type: none"> war, civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots and civil commotion not confined to the <i>Contractor's</i> employees or radioactive contamination. Loss of or damage to the parts of the <i>works</i> taken over by the <i>Client</i>, except loss or damage occurring before the issue of the Defects Certificate which is due to 	

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
		<ul style="list-style-type: none"> – a Defect which existed at take over, – an event occurring before take over which was not itself a <i>Client's</i> liability or – the activities of the <i>Contractor</i> on the Site after take over. <ul style="list-style-type: none"> • Loss of or damage to the <i>works</i> and any Equipment, Plant and Materials retained on the Site by the <i>Client</i> after a termination, except loss or damage due to the activities of the <i>Contractor</i> on the Site after the termination. • Loss of or damage to property owned or occupied by the <i>Client</i> other than the <i>works</i>, unless the loss or damage arises from or in connection with the <i>Contractor</i> Providing the Works. • Additional <i>Client's</i> liabilities stated in the Contract Data. 	
91.6		<p>If the <i>Project Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re-start or start or removing work from the Scope has not been given within thirteen weeks,</p> <ul style="list-style-type: none"> • the <i>Client</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18), • the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Client</i> (R19) and • either Party may terminate if the instruction was due to any other reason (R20). 	
X4.1	S 1600	If the <i>Contractor</i> is a subsidiary of another company, the <i>Contractor</i> gives to the <i>Client</i> a guarantee of the <i>Contractor's</i> performance from the ultimate holding company of the <i>Contractor</i> in the form set out in the Scope . If the guarantee was not given by the Contract Date, it is given to the <i>Client</i> within four weeks of the Contract Date.	Set out the form of ultimate holding company guarantee.
X8.4	S 1705, 1710, 1715	The <i>undertakings to Others</i> , <i>Subcontractor undertakings to Others</i> and <i>Subcontractor undertakings to the Client</i> are in the form set out in the Scope .	Set out the form of: <ul style="list-style-type: none"> • <i>undertakings to Others</i>, • <i>Subcontractor undertakings to Others</i> and • <i>Subcontractor undertakings to the Client</i>.
X9.1	S 1805, 1810	The <i>Client</i> owns the <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> except as stated otherwise in the Scope . The <i>Contractor</i> obtains other rights for the <i>Client</i> as stated in the Scope and obtains from a <i>Subcontractor</i> equivalent rights for the <i>Client</i> over the material prepared by the <i>Subcontractor</i> . The <i>Contractor</i> provides to the <i>Client</i> the documents which transfer these rights to the <i>Client</i> .	State any exceptions to the ownership by the <i>Client</i> of the <i>Contractor's</i> rights over material prepared for the design.
X10.1(4)	S 1905	The Information Model Requirements are the requirements identified in the Scope for creating or changing the Information Model.	State the requirements for creating the Information Model.
X13.1	S 2005	The <i>Contractor</i> gives the <i>Client</i> a performance bond, provided by a bank or insurer which the <i>Project Manager</i> has accepted, for the amount stated in the Contract Data and in the form set out in the Scope . A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is given to the <i>Client</i> within four weeks of the Contract Date.	Set out the form of performance bond.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
X14.2	S 2105	The advanced payment bond is issued by a bank or insurer which the <i>Project Manager</i> has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is for the amount of the advanced payment which the <i>Contractor</i> has not repaid and is in the form set out in the Scope . Delay in making the advanced payment in accordance with the contract is a compensation event.	Set out the form of advanced payment bond.
X15.3	S 2205	The <i>Contractor</i> may use the material provided by it under the contract for other work unless <ul style="list-style-type: none"> the ownership of the material has been given to the <i>Client</i> or it is stated otherwise in the Scope. 	State any restrictions on how the <i>Contractor</i> may use material provided under this contract.
X15.4	S 2210	The <i>Contractor</i> retains copies of drawings, specifications, reports and other documents which record the <i>Contractor's</i> design for the <i>period for retention</i> . The copies are retained in the form stated in the Scope .	State any requirements for the form in which the <i>Contractor's</i> documents are retained.
A, B, C, D, E X16.3	S 2305	If stated in the Contract Data or agreed by the <i>Client</i> , the <i>Contractor</i> may give the <i>Client</i> a retention bond, provided by a bank or insurer which the <i>Project Manager</i> has accepted, for the total amount to be retained and in the form set out in the Scope . A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. Any amount retained after the <i>Contractor</i> gives the <i>Client</i> a retention bond is paid to the <i>Contractor</i> in the next assessment.	Set out the form of retention bond.
X21.1		The <i>Contractor</i> may propose to the <i>Project Manager</i> that the Scope is changed in order to reduce the cost of operating and maintaining an asset.	
X21.4		The <i>Project Manager</i> does not change the Scope as proposed by the <i>Contractor</i> unless the <i>Contractor's</i> quotation is accepted.	
X21.5		When a quotation to reduce the costs of operating and maintaining an asset is accepted the <i>Project Manager</i> changes the Scope , the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme. The change to the Scope is not a compensation event.	
C, E X22.1(3)	S 2505	Stage One and Stage Two have the meanings given to them in the Scope .	Define Stage One and Stage Two.
C, E X22.2(2)	S 2515	Within one week of the <i>Contractor</i> submitting a forecast for acceptance, the <i>Project Manager</i> either accepts the forecast or notifies the <i>Contractor</i> of the reasons for not accepting it. A reason for not accepting the forecast is that <ul style="list-style-type: none"> it does not comply with the Scope or it includes work which is not necessary for Stage One. 	State the requirements for the format of the forecast. This may include information to be included and an example layout.
C, E X22.3(1)	S 310, 2535	The <i>Contractor</i> submits its design proposals for Stage Two to the <i>Project Manager</i> for acceptance in accordance with the submission procedure stated in the Scope .	State the procedures for submitting design proposals to the <i>Project Manager</i> for acceptance.
C, E X22.3(3)	S 310, 320, 2540	If the submission is not accepted, the <i>Project Manager</i> gives reasons. A reason for not accepting a <i>Contractor's</i> submission is that <ul style="list-style-type: none"> it does not comply with the Scope, it will cause the <i>Client</i> to incur unnecessary costs to Others or the <i>Project Manager</i> is not satisfied that the Prices or any changes to the Prices have been properly assessed. 	State acceptance criteria for the design proposals.

CLAUSE REF.	SECTION 3.4	CLAUSE DESCRIPTION	GUIDANCE ON WHAT SHOULD BE INCLUDED IN THE SCOPE
C, E X22.4(6)	S 2545	The <i>Contractor</i> obtains approvals and consents from Others as stated in the Scope .	State the approvals and consents that the <i>Contractor</i> obtains from Others.
C, E X22.4(7)		Any additional Scope provided by the <i>Contractor</i> in Stage One becomes Scope provided by the <i>Contractor</i> for its design.	
C, E X22.6(1)	S 2545	The <i>Project Manager</i> issues a notice to proceed to Stage Two when <ul style="list-style-type: none"> the <i>Contractor</i> has obtained approvals and consents from Others as stated in the Scope, changes to the Budget have been agreed or assessed by the <i>Project Manager</i>, the <i>Project Manager</i> and the <i>Contractor</i> have agreed the total of the Prices for Stage Two and the <i>Client</i> has confirmed the <i>works</i> are to proceed. 	Refer to clause X23.9.
C, E X22.6(2)		If a notice to proceed to Stage Two is not issued for any reason, the <i>Project Manager</i> issues an instruction that the work required in Stage Two is removed from the Scope . This instruction is not a compensation event.	
C, E X22.6(3)	S 2550	If the <i>Project Manager</i> does not issue a notice to proceed to Stage Two because <ul style="list-style-type: none"> the <i>Project Manager</i> and the <i>Contractor</i> have not agreed the total of the Prices for Stage Two or the <i>Contractor</i> has failed to achieve the performance requirements stated in the Scope the <i>Client</i> may appoint another contractor to complete the Stage Two <i>works</i> .	State objective performance requirements that the <i>Contractor</i> is to achieve.
C, E X22.7(1)		If one of the following events happens, the <i>Project Manager</i> and the <i>Contractor</i> discuss different ways of dealing with changes to the Budget which are practicable. <p>The <i>Project Manager</i> gives an instruction changing the <i>Client's</i> requirements stated in the Scope.</p> <ul style="list-style-type: none"> Additional events stated in the Contract Data. 	
Y1.6	S 2605	The <i>Contractor</i> submits proposals for adding a Supplier to the Named Suppliers to the <i>Project Manager</i> for acceptance. A reason for not accepting is that the addition of the Supplier does not comply with the Scope . The <i>Client</i> , the <i>Contractor</i> and the Supplier sign the Joining Deed after acceptance.	State any restrictions on adding a Supplier.

3.4 CLIENT'S SCOPE

There are many different ways to structure Scope. Unlike Contract Data, the ECC does not prescribe how the information is structured. This is because the ECC can be used for a wide range of works procured domestically or internationally.

The example Scope structure in this guidance does not follow the order in which subjects appear in the *conditions of contract*. Instead it is an arrangement of topics for describing the *works*, flowing from general explanations and requirements to specific details. This structure also permits various documents (such as specifications) to be included as appendices to make navigation of other Scope sections easier.

Guidance is provided for each Scope section. This includes a checklist of topics to help compilers prepare a complete statement of the *Client's* requirements, to meet project specific needs. The checklist provides a list of things which might need to be included – most projects will not use all items.

Example Scope structure

The numbering system used below is indicative.

SECTION	SCOPE (CLIENT'S)
S 100	Description of the <i>works</i>
S 200	General constraints on how the <i>Contractor</i> Provides the Works
S 300	<i>Contractor's</i> design
S 400	Completion
S 500	Programme
S 600	Quality management
S 700	Tests and inspections
S 800	Management of the <i>works</i>
S 900	Working with the <i>Client</i> and Others
S 1000	Services and other things to be provided
S 1100	Health and safety
S 1200	Subcontracting
S 1300	Title
S 1400	Acceptance or procurement procedure (Options C, D, E and F)
S 1500	Accounts and records (Options C, D, E and F)
S 1600	Ultimate holding company guarantee (Option X4)
S 1700	Undertakings to the <i>Client</i> or Others (Option X8)
S 1800	Transfer of rights (Option X9)
S 1900	Information modelling (Option X10)
S 2000	Performance bond (Option X13)
S 2100	Advanced payment to the <i>Contractor</i> (Option X14)
S 2200	The <i>Contractor's</i> design (Option X15)
S 2300	Retention (Option X16)
S 2400	Low performance damages (Option X17)

S 2500	Early <i>Contractor</i> involvement (Option X22)
S 2600	Project Bank Account (Option Y(UK)1)
S 2700	<i>Client's</i> work specifications and drawings

Guidance and checklist

This relates to the example Scope structure shown above. Guidance relating to each Scope section is provided in the first grey box of each section. A checklist of optional topics is also provided.

S 100 Description of the works

The *Client's* overall objectives for the project may be stated, so that the *Contractor* understands the context in which it Provides the Works and can work with the *Client* to achieve them.

CHECKLIST	EXPLANATION
S 105 Project objectives	Explain "why" the project is being undertaken. Specific objectives may include outcomes on safety, quality, time and functionality.
S 110 Description of the works	Provide a general description of the work to be carried out under the contract. Do not repeat the definition of the <i>works</i> . The general description should be consistent with the description in Contract Data part one, and identify the outline scope of the <i>works</i> to be provided. A general description of the <i>Contractor's</i> design responsibility may be included here. A detailed description is included in section S 300. A description of works to be undertaken by the <i>Client</i> or Others is contained within section S 900.

S 200 General constraints on how the Contractor Provides the Works

State any general constraints on how the *Contractor* Provides the Works, which are not covered by other Scope sections.

If project objectives are included, state the requirements imposed on the *Contractor* in helping to achieve them.

Constraints may include the checklist topics listed below. Constraints are restrictions on how the *Contractor* Provides the Works, not issues related to cash flow, funding or other requirements which conflict with the *conditions of contract*.

CHECKLIST	EXPLANATION
S 205 General constraints	Restrictions on: <ul style="list-style-type: none"> • Use of the Site. • Access to the Site. • Deliveries. • Noise and vibrations. • Working hours. • Parking. • Use of cranes. • Use (or non use) of explosives. • Restrictions on the use of hazardous materials. • Storage of fuel and chemicals. • Pollution, ecological or environmental impacts. • Archaeological requirements. • Interfaces between the <i>works</i> and existing things. • Occupied premises and users. • <i>Client</i> specific policies and procedures. • Constraints imposed to meet requirements of Others (for example funders).
S 210 Confidentiality	Confidentiality and publicity restrictions, and any acceptance procedures.
S 215 Security and protection of the Site	Security requirements for the Site and protection of the public.
S 220 Security and identification of people	Security, vetting and identification of people working on or visiting the Site.
S 225 Protection of existing structures and services	Specific requirements for the protection of existing structures, services, mains, trees and other plants. Requirements for maintenance of existing services. Procedures for working on existing structures and services. Refer to Site Information for location of existing things to be protected or procedures for identifying them.
S 230 Protection of the <i>works</i>	Specific requirements for the protection of the <i>works</i> against damage.
S 235 Cleanliness of roads	Requirements agreed with authorities for protecting and cleaning of access roads to the Site.
S 240 Traffic management	Requirements and procedures for management of traffic, road closures and public highways. Communication and information requirements.
S 245 Condition survey	Condition surveys to be carried out by the <i>Contractor</i> and any associated reinstatement works.
S 250 Consideration of Others	Restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises.
S 255 Industrial relations	Specific requirements for the <i>Contractor</i> to comply with any industrial relations policies.
S 260 Control of works	Requirements for permits or licences, for example permit to work procedures.
S 265 Site cleanliness	Keeping the Site clean and tidy.
S 270 Waste materials	Removal of waste and restrictions on the disposal of waste material. Requirements for recycling.

S 300 Contractor's design

The ECC is flexible in the allocation of design responsibility between the *Client* and *Contractor*. The default is that the *Client* is responsible for design unless otherwise stated in the Scope.

CHECKLIST	EXPLANATION
S 305 Design responsibility ECC 21.1	Define the parts of the <i>works</i> which the <i>Contractor</i> is to design. The responsibility for design can be described in a number of different ways, but in all cases, the part to be designed by the <i>Contractor</i> must be clearly identified. If the <i>Client</i> carries out most of the design, a list of items designed by the <i>Contractor</i> may be stated. If the <i>Contractor</i> carries out most of the design, a list of items designed by the <i>Client</i> may be stated.
S 310 Design submission procedures and acceptance criteria ECC 21.2 ECC X22.3(1) ECC X22.3(3)	State the procedures which the <i>Contractor</i> follows in carrying out its design and the procedures for submitting designs for acceptance by the <i>Project Manager</i> . If necessary, state the criteria for design acceptance by referring to S 320. Identify which parts of the design are required to be submitted to the <i>Project Manager</i> for acceptance.
S 315 Design approvals from Others	State any requirement for design checks, approvals and consents that the <i>Contractor</i> obtains from Others.
S 320 <i>Client's</i> requirements ECC 21.2 ECC X22.3(3)	Identify the <i>Client's</i> requirements for the parts of the <i>works</i> to be designed by the <i>Contractor</i> . Examples of this information are listed below. <ul style="list-style-type: none"> • Design specifications, standards and codes of practice. • Size and / or space limitations. • Loading and capacity requirements. • Operational performance requirements and design life. • Planning consent and drawings. • Energy consumption targets. • Environmental standards. • Sustainability requirements including carbon footprint targets or constraints. • Design quality evaluation criteria. • <i>Client's</i> brief, • <i>Client's</i> design report. • <i>Client's</i> standard design guidance. Typically the above information should state clearly the performance or outputs that are required in the design prepared by the <i>Contractor</i> . This is particularly relevant when X22 is being used and may depend upon how early in the design the <i>Contractor</i> is appointed. The requirements may also include the level of detail required in the particulars of design submitted for acceptance.
S 325 Design co-ordination	State what the <i>Contractor</i> is required to do for co-ordinating with Others in preparing its design and any responsibility for co-ordination of design by Others.
S 330 Requirements of Others	State what the <i>Contractor</i> is required to do for obtaining and satisfying any necessary authority requirements (for example planning officials or Government departments).
S 335 Using the <i>Contractor's</i> design ECC 22.1	State any other purposes for which the <i>Client</i> may wish to use and copy the <i>Contractor's</i> design if it is not as stated in clause 22.1.

S 340 <i>Client's</i> requirements ECC 23.1	Identify any <i>Client</i> requirements for the design of Equipment.
---	--

S 400 Completion

Completion is when the *Contractor* has done all the work which the Scope states he is to do by the Completion Date and corrected notified Defects which would have prevented the *Client* from using the *works* and Others from doing their work. If the work which the *Contractor* is to do by the Completion Date is not stated in Scope, then Completion is when the *Contractor* has done all the work necessary for the *Client* to use the *works* and for Others to do their work.

In order for the *Project Manager* to decide that Completion has occurred, the Scope must state clearly and unambiguously what work is to be done before Completion.

Examples might include successful passing of stated key tests and provision of as-built documentation. Refer to section S 700 for test and inspection requirements.

An alternative approach could be in the form of a statement of which part of the *works* can remain incomplete at the Completion Date.

It may also be useful to state the process to be adopted leading up to Completion to ensure a smooth transition from construction to operation of the asset. This may also include procedures leading up to Completion and between Completion and the Defects Date.

CHECKLIST	EXPLANATION
S 405 Completion definition ECC 11.2(2)	Work to be done by the Completion Date. If required, state which parts of the <i>works</i> can remain incomplete.
S 410 Sectional Completion definition ECC 11.2(2) ECC X5.1	As above for each Sectional Completion.
S 415 Training	Training required for the <i>Client</i> or Others and associated timescales.
S 420 Final clean	Details of final clean, removal of Equipment, temporary structures, materials, protection and tools.
S 425 Security	Details of security arrangements and handover at Completion.
S 430 Correcting Defects	Procedures for access for the correction of any Defects and procedure for liaison with the <i>Project Manager</i> and <i>Client</i> .
S 435 Pre-Completion arrangements	Requirements for preparing for take over.
S 440 Use of the works ECC 35.2	Identify parts of the <i>works</i> that the <i>Client</i> requires to use prior to Completion without taking it over. Details to include: <ul style="list-style-type: none"> • What is being done. • When it is being done and for how long. • Location or parts of the <i>works</i> effected. • Reasons for use. <p><i>Contractor's</i> access provision during period of use.</p> <p>For example this maybe necessary for process plant type works where it is typical for the <i>Client</i> to start using parts of the works to enable the <i>Contractor</i> to run tests that are needed before Completion.</p>

S 500 Programme

The ECC includes detailed programme requirements and procedures. It may be necessary to set out specific *Client* requirements.

CHECKLIST	EXPLANATION
S 505 Programme requirements ECC 31.2 ECC 31.3	State requirements for the format of the programme, including the use of specific software (if necessary) and the requirement for hard or electronic copies. State any requirement for the programme to be produced in levels (for example summary level to detail level). State any information additional to the requirements of clause 31.2 that the <i>Contractor</i> is to show on the programme. This may include dates for submission of designs and samples, dates for information or actions by the <i>Client</i> and <i>Project Manager</i> , and the timing of any test and inspection.
S 510 Methodology statement	Particular requirements for methodology statements, including any specific requirement for the format of resource information.
S 515 Work of the <i>Client</i> and Others ECC 25.1 ECC 60.1(5)	Detail the order and timing of the work of the <i>Client</i> and Others to be included in the programme and information to be provided. Refer as necessary to sections S 905 and S 910.
S 520 Information required	A schedule of information to be provided, who it is to be provided by and the date by which it is to be provided.
S 525 Revised programme	State any specific requirements for the submission of revised programmes such as an explanation of changes.

S 600 Quality management

Detail the requirements for quality control and management.

CHECKLIST	EXPLANATION
S 605 Quality management system ECC 40.1	State any specific requirements for the <i>Contractor's</i> quality management system, including accreditations or legislative standards, and requirements for the submission of a quality statement.
S 610 Quality policy statement and quality plan	State any specific requirements with which the quality policy statement and quality plan are required to comply including any topics to be included.
S 615 Samples	State the materials and samples required including any procedures for submission and acceptance.

S 700 Tests and inspections

Detail the tests and inspections required, the results expected, and which parties are involved in the test and inspection process. Tests and inspections may also be detailed within work specifications. Ensure consistency of drafting between this section and the contents of S 2700.

In addition to tests and inspections that might be required for statutory compliance, state the requirements for:

- Plant and Materials, and work prior to Completion (see S 400).
- Plant and Materials, and work after take over but before the *defects date*.

State any requirements for commissioning or performance tests in this section, in the same way that other tests and inspections are described including:

- System tests.
- Computer software tests.
- Performance tests.

CHECKLIST	EXPLANATION
<p>S 705 Tests and inspections</p> <p>ECC 41.1</p> <p>ECC 41.2</p> <p>ECC 42.1</p> <p>ECC 60.1(16)</p>	<p>Consider the following checklist for tests and inspections:</p> <ul style="list-style-type: none"> • Objective, procedure and standards to be used. • When they are to be done. • Where they are to be done, including identifying Plant and Materials which are to be tested and inspected before delivery to the Working Areas. • Who does the tests, and who is in attendance. • Testing and inspection method. • Equipment required and who provides it. • Access arrangements. • Information or instructions required to be provided. • Materials, facilities and samples to be provided by the <i>Contractor</i> and <i>Client</i>. • Involvement of specialists. • Acceptable results and deviations. • Test environment. • Documents to be provided before and after the test. • Whether or not authorisation to proceed to the next stage of the work depends in the test results.
S 710 Samples	State the requirements for samples of Plant or Materials provided by the <i>Contractor</i> and <i>Client</i> including samples of workmanship.
S 715 Management of tests and inspections and provision of samples	<p>Consider the requirement for a sample, test and inspection schedule, containing all relevant information.</p> <p>State the procedures for submission and review.</p>
S 720 Covering up completed work	State timescales for the covering up of works which have been tested or inspected.
S 725 <i>Supervisor's</i> procedures for inspections and watching tests	State any inspection procedures required by the <i>Supervisor</i> .

S 800 Management of the works

The ECC establishes a procedural framework based on good project management practice. It may be helpful to detail the management and communication procedures required to support this.

This may include a framework of regular meetings, attendees required and outputs. Explain how people will be involved in the management of the works and how communications are to be managed. Consider the use of a chart setting out the roles and responsibilities of the various parties involved.

CHECKLIST	EXPLANATION
S 805 Project team - Others	The Contract Data identifies the <i>Client</i> , <i>Project Manager</i> , <i>Supervisor</i> and <i>Contractor</i> and the <i>conditions of contract</i> state what each is required to do. It is important, in using this section, not to contradict these obligations and duties. If any of their duties are delegated to Others, the extent of the delegation should be set out.
S 810 Communication system ECC 13.2	Detail the communication system to be used. Consider the use of the following: <ul style="list-style-type: none"> • Internet based collaboration tool. • Electronic mail system or • Standard forms and templates.
S 815 Management procedures	State any management procedures which the <i>Contractor</i> is required to follow. Consider the following: <ul style="list-style-type: none"> • Meetings, attendees and meeting records. • Reporting requirements (e.g. progress reports). • Information requirements. • Terminology and abbreviations.
S 820 <i>Contractor's</i> application for payment ECC 50.2	State any specific requirements of the <i>Client</i> for the format and details to be included in the <i>Contractor's</i> application for payment. If necessary, detail any submission requirements.

S 900 Working with the *Client* and Others

Detail the activities of Others within the Working Areas.

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*. State any requirements that have been agreed with Others.

CHECKLIST	EXPLANATION
S 905 Sharing the Working Areas with Others ECC 25.1 ECC 60.1(5)	Provide a list of activities to be undertaken, explaining: <ul style="list-style-type: none"> • What is being done. • Who is doing it. • When it is being done, and for how long. • Where it is being done. • How the <i>Contractor</i> is to co-operate and share the Working Areas and whether it provides any services or other things (refer to S 1005 if necessary). The interface between the <i>Contractor</i> and Others is often complex and the obligations of the parties should be stated. This information may be conveniently provided in the form of interface schedules to ensure that arrangements are 'back-to-back'.
S 910 Co-operation ECC 25.1 ECC 60.1(5)	Identify known information requirements, for the <i>Contractor</i> to obtain from Others or provide to Others, and timing.
S 915 Co-ordination	State how the <i>Contractor</i> is to liaise with the <i>Client</i> and Others for the co-ordination of works and access.
S 920 Authorities and utilities providers	Identify works to be carried out by authorities and utilities providers. State the responsibility for enquiry, management, procurement, provision of notices and payment.

S 1000 Services and other things to be provided

State the services and other things that are to be provided by the *Client* for use by the *Contractor*, and by the *Contractor* for use by the *Client*, *Project Manager*, *Supervisor* or *Others*. Identify who they are provided for. It is not necessary to list things that the *Contractor* requires for its own use to Provide the Works.

State any requirements for the quality and maintenance of services to be provided.

CHECKLIST	EXPLANATION
<p>S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i>, <i>Project Manager</i>, <i>Supervisor</i> or <i>Others</i></p> <p>ECC 25.2</p>	<p>May include the following:</p> <ul style="list-style-type: none"> • Accommodation including meeting rooms. • Welfare facilities including catering, sanitation and recreation. • Medical facilities and first aid. • Storage facilities. • Security arrangements. • Copying. • Telephone, fax, radio or CCTV. • Computer equipment and services. • Sign boards and other signage. • Safety equipment and services. • Fences, screens and hoardings. • Postage. • Access roads. • Temporary facilities including scaffolding, lifting equipment, cranes and hoists. • Utilities, e.g. water & power. • Meter readings. <p>State what work the <i>Contractor</i> is required to do to maintain the above.</p>
<p>S 1010 Services and other things to be provided by the <i>Client</i></p> <p>ECC 25.2</p>	<p>Same checklist as above. Consider the following also:</p> <ul style="list-style-type: none"> • Access to the Site. • Space for accommodation. • Plant and Materials.

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

S 1100 Health and safety

State the health and safety requirements for the project which the *Contractor* must follow, in addition to the requirements of law.

Refer to section 3.2 for guidance on the inclusion of health and safety information in Scope.

CHECKLIST	EXPLANATION
S 1105 Health and safety requirements ECC 27.4	Detail health & safety requirements for the project, in addition to the requirements of law, which may include: <ul style="list-style-type: none"> • <i>Client's</i> safety requirements. • Reporting requirements. • Safety management, supervision and qualifications. • Management of Subcontractors. • Drug and alcohol policy. • Site induction procedures.
S 1110 Method statements	Detail the operations for which the <i>Contractor</i> is required to submit method statements and risk assessments to the <i>Project Manager</i> for acceptance.
S 1115 Legal requirements	If any health and safety duties are required by law, state who will perform them.
S 1120 Inspections	State any requirements for review and inspection of <i>Contractor's</i> health and safety procedures by the <i>Project Manager</i> .
S 1125 Deleterious and hazardous materials	State any restrictions on the use of deleterious and hazardous materials.
S 1130 Pre-Construction Information (UK specific, CDM Regulations 2015)	Identify the sections of the Pre-Construction Information that are Scope. Information contained or identified other parts of the Scope should not repeat, or be inconsistent with, the Pre-Construction Information.

S 1200 Subcontracting

The *Contractor* may subcontract work using an NEC contract. Any restrictions upon the *Contractor* subcontracting work need to be stated.

The ECC does not provide for nomination of subcontractors. Alternatives to achieve similar objectives are:

- make the *Contractor* responsible for all work; he may then subcontract parts and the *Project Manager* retains some control over the identity of the Subcontractors using clause 26 or
- provide for separate contracts, with the *Project Manager* managing the time and physical interfaces between them.

CHECKLIST	EXPLANATION
S 1205 Restrictions or requirements for subcontracting	State any restrictions and additional procedures which the <i>Contractor</i> must follow.
S 1210 Acceptance procedures ECC C, D, E 11.2(26) ECC F 11.2(27)	State any specific submission and acceptance procedures for proposed subcontracts not based upon an NEC contract. The basic requirement for submission and acceptance is dealt with in clause 26.3.

S 1300 Title

CHECKLIST	EXPLANATION
S 1305 Marking ECC 71.1	State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the <i>Supervisor</i> , for payment and transfer of title to the <i>Client</i> . State which items are to be prepared for marking, and how this is to be done. Identify any tests and inspections which must be passed before items are accepted for marking.
S 1310 Materials from excavation and demolition ECC 73.2	State any exceptions to the <i>Contractor's</i> title to materials arising from excavations and demolitions. State if the <i>Client</i> wishes to salvage any such materials, and if so where they are to be delivered to or collected from, and by whom.

S 1400 Acceptance or procurement procedure (Options C, D, E and F only)

This is relevant to Options C, D, E and F where payment to the *Contractor* is based upon Defined Cost. The definition of Disallowed Cost refers to acceptance and procurement procedures stated in the Scope.

CHECKLIST	EXPLANATION
S 1405 Procurement procedures ECC C, D, E 11.2(26) ECC F 11.2(27)	State any procurement procedures which apply in addition to the constraints set out within section S 1210. When using Option F, it is likely that detailed procurement procedures will be necessary and these may include such matters as: <ul style="list-style-type: none"> • Minimum number of competitive tenders. • Criteria on how a Subcontractor is appointed. • The involvement of the <i>Project Manager</i> in the procurement process and acceptance of Subcontractors.
S 1410 Submission and acceptance procedures ECC C, D, E 11.2(26) ECC F 11.2(27)	State any submission or acceptance procedures which apply in addition to the constraints set out within section S 1210.

S 1500 Accounts and records (Options C, D, E and F only)

Detail any records to be kept by the *Contractor*, in addition to those listed in clause 52.2.

CHECKLIST	EXPLANATION
S 1505 Additional records ECC C, D, E 52.2 ECC F 52.3	List the additional records to be kept by the <i>Contractor</i> . This may include the following: <ul style="list-style-type: none"> • Timesheets and Site allocation sheets. • Equipment records. • Forecasts of the total Defined Cost. • Specific procurement and cost reports. Define the format and presentation of records to be kept.

S 1600 Ultimate holding company guarantee (Option X4)

Clause X4.1 requires the form of ultimate holding company guarantee to be included in the Scope.

CHECKLIST	EXPLANATION
S 1605 Form of ultimate holding company guarantee ECC X4.1	Include the form of ultimate holding company guarantee.

S 1700 Undertakings to the *Client* or Others (Option X8)

Clause X8.3 requires the forms of undertakings to be included in the Scope.

CHECKLIST	EXPLANATION
S 1705 <i>Undertakings to Others</i> ECC X8.4	Include the form of <i>undertakings to Others</i> .
S 1710 <i>Subcontractor undertakings to Others</i> ECC X8.4	Include the form of <i>undertakings to Others</i> .
S 1715 <i>Subcontractor undertakings to the Client</i> ECC X8.4	Include the form of <i>undertakings to the Client</i> .

S 1800 Transfer of rights (Option X9)

Clause X9.1 requires exceptions to the *Client's* ownership of the *Contractor's* rights and whether the *Contractor* obtains rights to be stated in the Scope.

CHECKLIST	EXPLANATION
S 1805 <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> ECC X9.1	State any exceptions to the <i>Client's</i> ownership of the <i>Contractor's</i> rights over material prepared for the design of the <i>works</i> . For example the rights may be limited to a royalty free "non-exclusive" licence.
S 1810 Other rights to be obtained by the <i>Contractor</i> ECC X9.1	Detail other rights for the <i>Client</i> which the <i>Contractor</i> obtains from Others and / or Subcontractors. Detail the document the <i>Contractor</i> provides confirming the transfer of these other rights.

S 1900 Information modelling (Option X10)

CHECKLIST	EXPLANATION
S 1905 Information Model Requirements	State the form of the Information Model.
ECC X10.1(4)	<p>State the requirements for creating the Information Model or, if more convenient, identify a document containing the requirements. The requirements may include:</p> <ul style="list-style-type: none"> • Procedure requirements. • Model standards. • Roles and responsibilities. • Model use glossary. • Model use requirements. • Information exchange formats. • Asset information requirements. • Model and 2D production standards. • Survey standards. • Common data environment requirements. • Deliverables.

S 2000 Performance bond (Option X13)

Clause X13.1 requires the form of performance bond to be included in the Scope.

CHECKLIST	EXPLANATION
S 2005 Form of performance bond	Include the form of performance bond.
ECC X13.1	

S 2100 Advanced payment to the Contractor (Option X14)

Clause X14.1 requires the form of advanced payment bond to be included in the Scope.

CHECKLIST	EXPLANATION
S 2105 Form of advanced payment bond	Include the form of advanced payment bond.
ECC X14.2	

S 2200 The *Contractor's* design (Option X15)

CHECKLIST	EXPLANATION
S 2205 Constraints on use of material ECC X15.3	State any restrictions on how the <i>Contractor</i> may use material provided under the contract for other work.
S 2210 Form of documents to be retained ECC X15.4	State any requirements for the form in which the <i>Contractor's</i> documents are retained.

S 2300 Retention (Option X16) (not used with Option F)

Clause X16.3 requires the form of retention bond to be included in the Scope.

CHECKLIST	EXPLANATION
S 2305 Form of retention bond ECC X16.3	Include the form of retention bond.

S 2400 Low performance damages (Option X17)

When using X17 it may be necessary to identify how the *Supervisor* will check whether the performance levels stated in Contract Data have been achieved.

CHECKLIST	EXPLANATION
S 2405 Performance requirements	Unless already stated in S 705, state the detailed requirements, performance standards and any tests required that relate to the performance levels stated in Contract Data.

S 2500 Early *Contractor* involvement (Option X22) (used only with Options C and E only)

Option X22 is flexible and allows for two alternate approaches:

- The *Client* appoints the *Contractor* to assist the *Client's* consultant in designing the project and may also design specific elements. Following agreement of the Prices for the construction stage, the *Client* then instructs the *Contractor* to deliver the works, including any outstanding design, under standard ECC Option C (target contract with activity schedule) terms. The details of the assistance to be provided for which elements of design, and the requirement to complete any outstanding design needs to be stated in the Scope.
- Alternatively, the *Client* appoints the *Contractor* to carry out the design with assistance from the *Client* and / or *Client's* consultant. The *Client* then instructs the *Contractor* to deliver the works under standard ECC Option C or E (cost reimbursable contract) terms. If using Option E, the *Contractor* is incentivised to provide a cost-effective design by sharing in the savings on the *Client's* Budget, including other costs incurred by the *Client*. The extent of what the *Client's* consultant will do needs to be stated in the Scope.

The approach taken should be stated in the Scope and be consistent with the design responsibility statement in S 305.

CHECKLIST	EXPLANATION
S 2505 Stage One and Two ECC X22.1(3)	Define Stage One and Stage Two. Examples of how they may be defined may include, for each Stage, reference to: <ul style="list-style-type: none"> • Design, procurement and construction activities. • Programme. • Deliverables. • Services and other things to be provided by the <i>Contractor</i>.
S 2510 Budget	Detail what is included in the Budget. State how changes to the Budget would be made.
S 2515 Stage One forecasts ECC X22.2(2)	State requirements for the format of the forecast. This may include information to be included and an example layout.
S 2520 Pricing Information	State how the Pricing Information is to be used in developing the Prices for Stage Two.
S 2525 Total of the Prices	State any specific requirements for how the Activity Schedule is created if Option C is used, or how the forecast total of the Prices is to be presented for Option E.
S 2530 Agreement of the Prices for Stage Two	State any specific requirements of the <i>Client</i> for agreeing the Prices for Stage Two. Stage Two cannot proceed unless an agreement is reached. Consider when the <i>Senior Representatives</i> or Dispute Avoidance Board become involved.
S 2535 Stage One design submission procedures and acceptance criteria ECC X22.3(1)	State the procedures which the <i>Contractor</i> follows in carrying out design that he is responsible for and the procedures for submitting designs for acceptance by the <i>Project Manager</i> . Identify which parts of the design are required to be submitted to the <i>Project Manager</i> for acceptance. If necessary, state the criteria for design acceptance by referring to S 320 and S 2540. State the form of the documents which are to be provided at the end of Stage One.
S 2540 Stage One <i>Client</i> requirements ECC X22.3(3)	State any requirements which apply during Stage One and are in addition to those stated in S 320. This may include criteria for refining and optimising the design.
S 2545 Stage One design approvals from Others ECC X22.4(2) ECC X22.6(1)	State any requirement for design checks, approvals and consents which the <i>Contractor</i> obtains from Others which apply during Stage One and are in addition to those stated in S 315.
S 2550 Stage One performance requirements ECC X22.6(3)	Unless stated elsewhere in the Scope, state objective performance requirements that the <i>Contractor</i> is to achieve.

S 2600 Project Bank Account (Option Y(UK)1)

Some Named Suppliers may be identified in Contract Data. Other Suppliers are added during the contract.

CHECKLIST	EXPLANATION
S 2505 Adding a Supplier ECC Y1.6	State any restrictions on adding a Supplier to the Named Suppliers.

S 2700 Client's work specifications and drawings

Include here the detailed work specifications and drawings which describe the *works*. A contents list may be provided or the documents themselves may be included or both.

Guidance for including work specifications is provided in section 3.2.

CHECKLIST	EXPLANATION
S 2705 Client's work specification	Contents list or documents or both.
S 2710 Drawings	Drawings list or drawings or both.

3.5 SCOPE PROVIDED BY THE CONTRACTOR FOR ITS DESIGN

Scope prepared by the *Client* is separate from any Scope prepared by the *Contractor* relating to its design.

The *Client* prepares its Scope before starting the selection process. The *Contractor* prepares its Scope during the *Client's* selection process. At contract award the two documents form the Scope. After contract award the only person that can change the Scope is the *Project Manager* under the various clauses in the contract.

The purpose of this section of Scope is to include the *Contractor's* technical information, specifications and drawings describing the *works* which it has designed. This may include Plant and Materials schedules, workmanship specifications, details and drawings. A contents list may be provided or the documents themselves may be included, or both.

There must be no ambiguity or inconsistency between the *Contractor's* Scope and the *Client's* Scope. The *Client's* Scope is treated as having priority over the *Contractor's* Scope under clause 60.1 (1). Refer also to section 3.1 above for guidance on how the contract deals with ambiguities and inconsistencies.

If the *Contractor* has offered an alternative proposal to the *Client's* Scope and the *Client* decides to accept it, the *Client's* Scope must be changed. There are two options for the *Client* in this situation:

- If the *Client* assumes design responsibility for the alternative proposal, then the *Client's* Scope is changed to incorporate it. It is not included within the *Contractor's* Scope, or
- If the *Contractor* retains design responsibility for the alternative proposal, then the *Client's* Scope is changed to remove any redundant and conflicting content, and the alternative proposal is included in the *Contractor's* Scope.

In both the above cases, it may also be necessary to update the design responsibility statement in the Scope to match any changes in who is now responsible for designing the *works*.

Note that, where the particulars of the *Contractor's* design are submitted for acceptance during the contract in accordance with clause 21.2, these submissions do not form part of the Scope.

CHAPTER 4

Site Information

4.1 THE STATUS OF THE SITE INFORMATION

Site Information is defined as follows:

“11.2 (18) Site Information is information which

- **describes the Site and its surroundings and**
- **is in the documents which the Contract Data states it is in.”**

The Site is defined as:

“11.2 (17) The Site is the area within the *boundaries of the site* and the volumes above and below it which are affected by work included in this contract.”

The document in which the Site Information is contained is identified in Contract Data part one.

Site Information describes the past and present condition of the Site and may include the following:

- Subsoil investigation borehole records and test results.
- Reports obtained by the *Client* concerning the physical conditions of the Site or its surroundings. This may include mapping, hydrographic data and hydrological information.
- References to publicly available information about the Site and surroundings, such as published papers and interpretations of the geological survey.
- Information about pipes, services and other objects below the surface of the Site.
- Information about above ground services within or adjacent to the Site.

Information about buildings, structures and other features (including machinery adjacent to and on the Site).

Site Information is provided to help the *Contractor* prepare its proposal as part of the *Client's* selection process including deciding its method of working and programme and preparing designs for which it is responsible. All information the *Client* has obtained about the physical condition of the Site and its surroundings should be included in Site Information.

There are several distinctions between Site Information and Scope:

- Site Information cannot be changed once the contract is formed.
- Site Information is used to assess compensation events resulting from physical conditions (clauses 60.1(12) and 60.2).
- Ambiguities and inconsistencies in the Site Information are resolved in favour of the *Contractor* (clause 60.3). This encourages full disclosure of information on the condition of the Site.

4.2 DRAFTING SITE INFORMATION

Site Information should be drafted following the guidance included in section 3.2 subsections on health and safety information and general drafting advice.

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

For use on Foreign, Commonwealth, and Development Office projects only

4.3 ECC REFERENCES TO THE SITE INFORMATION

The following table identifies where the *conditions of contract* refer to Site Information and are in the order that they appear in. Site Information should provide the information required by the contract.

CLAUSE REF.	CLAUSE DESCRIPTION
11.2 (18)	<p>Site Information is information which</p> <ul style="list-style-type: none"> describes the Site and its surroundings and is in the documents which the Contract Data states it is in.
60.2	<p>In judging the physical conditions for the purpose of assessing a compensation event, the <i>Contractor</i> is assumed to have taken into account</p> <ul style="list-style-type: none"> the Site Information, publicly available information referred to in the Site Information, information obtainable from a visual inspection of the Site and other information which an experienced contractor could reasonably be expected to have or to obtain.
60.3	<p>If there is an ambiguity or inconsistency within the Site Information (including the information referred to in it), the <i>Contractor</i> is assumed to have taken into account the physical conditions more favourable to doing the work.</p>
A 55.1	<p>Information in the Activity Schedule is not Scope or Site Information. If the activities on the Activity Schedule do not relate to the Scope, the <i>Contractor</i> corrects the Activity Schedule.</p>
C 55.2	<p>Information in the Activity Schedule is not Scope or Site Information.</p>
B, D 56.1	<p>Information in the Bill of Quantities is not Scope or Site Information.</p>

4.4 SITE INFORMATION

There are many different ways to structure Site Information and the required content will vary from project to project.

Guidance is provided for each Site Information section. This includes a checklist of topics to help compilers prepare a complete statement of the past and present condition of the Site. The checklist provides a list of things which might need to be included – most projects will not use all items.

Example Site Information structure

The numbering system used below is indicative.

SECTION	SITE INFORMATION
SI 100	Site location
SI 200	Reports and surveys
SI 300	Public information
SI 400	Buried pipes, services and other objects
SI 500	Buildings, structures and other things adjacent to the Site
SI 600	Health and safety information

Guidance and checklist

This relates to the example Site Information structure shown above. Guidance relating to each Site Information section is provided in the grey boxes. A checklist of optional topics is also provided.

SI 100 Site location

Provide details about the location of the Site, including any general features.

CHECKLIST	EXPLANATION
SI 105 Site location	<p>Details may include: drawings or information showing:</p> <ul style="list-style-type: none"> • <i>boundaries of the site.</i> • Location plan(s). • Mapping information. • General features of the existing site.

SI 200 Reports and surveys

Identify reports and surveys describing the past and present condition of the Site and its surroundings. As much detail as possible should be provided so that the *Contractor* can adequately assess the risk of physical conditions.

CHECKLIST	EXPLANATION
SI 205 Reports and surveys	<p>Details may include reports and other information such as:</p> <ul style="list-style-type: none"> • Site investigation information including subsoil investigation, borehole location plan and records, soil test results, trial pit records. • Geotechnical baseline report. • Asbestos register / contamination survey report. • Topographic survey. • Hydrographic and hydrological data. • Remediation survey and related information. • Arboricultural survey report. • Archaeological report. • Party wall / rights of light data.

SI 300 Public information

Identify publicly available information about the Site. Normally only factual information about the physical conditions on the Site and its surroundings is included. Interpretation is a matter for the *Contractor* in order to decide its method of working and programme and prepare any designs it is responsible for. However, some *Clients* may wish to include interpretative information, such as inferred geological sections.

CHECKLIST	EXPLANATION
SI 305 Public information	<p>Details may include information or documents such as:</p> <ul style="list-style-type: none"> • Interpretation of geological survey. • Details of historic uses of the Site. • Academic papers or reports. • Local development plan. • Planning applications and consents.

SI 400 Buried pipes, services and other objects

Provide details of known or suspected pipes, services and other objects below the ground surface of the Site. This may include existing basements and buried tanks.

CHECKLIST	EXPLANATION
SI 405 Buried pipes, services and other objects	<p>Details may include drawings or plans showing:</p> <ul style="list-style-type: none"> • Foul and surface water drainage. • Gas mains. • Water mains. • Telecommunications and fibre optic cable routes. • Fuel lines. • Service ducts. • Heating or steam mains. • Buried tanks, foundations or other objects. • Other information.

SI 500 Buildings, structures and other things adjacent to the Site

Provide details about buildings and structures adjacent to the Site that may affect the works.

CHECKLIST	EXPLANATION
SI 505 Buildings, structures and other things adjacent to the Site	<p>Details may include drawings and other information about:</p> <ul style="list-style-type: none"> • Boundary fences and walls. • Buildings including basements. • Roads and footpaths. • Electricity substations. • Other structures including bridges. • Other information.

SI 600 Health and safety information

Refer to section 3.1 and 3.2 for guidance on the inclusion of health and safety information in the Site Information.

CHECKLIST	EXPLANATION
SI 605 Pre-Construction Information (UK specific, CDM Regulations 2015)	<p>Identify the sections of the Pre-Construction Information that are Site Information.</p> <p>Information contained or identified in the other parts of Site Information should not repeat, or be inconsistent with, the Pre-Construction Information.</p>

CHAPTER 5

Pricing documents

5.1 INTRODUCTION

The pricing document used in the ECC is either:

- an activity schedule (if main Option A or C are used) or
- a bill of quantities (if Option B or D are used).

The pricing document is identified in Contract Data part two. It is not part of the Scope and must not be used to describe the *works*.

If main Options E or F are used there is no pricing document.

5.2 ACTIVITY SCHEDULE (OPTIONS A AND C)

The *activity schedule* is prepared and priced by the *Contractor*. Its use varies between Options A and C. An example *activity schedule* is provided below.

ACTIVITY NUMBER	ACTIVITY DESCRIPTION	LUMP SUM PRICE
1		
2		
3		
Total of the Prices =		

The *Contractor* is required to provide information which shows how each activity on the *activity schedule* relates to the operations on each programme submitted for acceptance. This can be provided by including the information:

- in an additional column in the *activity schedule*,
- as part of the programme or
- in a separate document.

The prices entered for each activity are lump sums, not unit rates as in a bill of quantities. The *Contractor* decides how to break up its work into activities, enters them on the schedule and prices each one. It should be clear from the activity description when it is complete. For regularly occurring costs (e.g. for renting site accommodation and welfare facilities) an activity for each assessment interval should be included.

When using Options A and C, the *Contractor* is responsible for calculating quantities from the Scope where they need to know a quantity in order to estimate the cost of the work. For many contracts (including process plant, building construction, etc.) this is a significant task.

If using Option A, the lump sum price for each activity is the Price for Work Done to Date (PWDD) on completion of each activity unless it is in a group. Payment for each group of activities becomes due when all the activities in that group are completed. Consequently, the *Client* may wish to identify groups of activities to specify stage payments.

If using Option C it is not necessary for groups of activities to be identified because the *activity schedule* is not used to assess the PWDD. It is only used to adjust the Prices when compensation events occur and subsequently for calculating the *Contractor's* share after Completion (see Volume 4 – Managing an Engineering and Construction Contract).

When using Option X23 the *activity schedule* at the Contract Date includes the Prices for the work in Stage One only. This will be adjusted during the contract to include the prices for Stage Two. The Pricing Information is used for these adjustments – the *Client* must decide how he wishes this information to be used and state its requirements in the Scope.

Further guidance on the use of the *activity schedule* when selecting a supplier is included in Volume 3 – Selecting a Supplier.

5.3 BILL OF QUANTITIES (OPTIONS B AND D)

The *bill of quantities* is prepared by the *Client*. Its use varies between Options B and D.

The *method of measurement*, on which the *bill of quantities* is based, is identified in Contract Data part one. Any amendments or additions to the standard method of measurement should also be identified.

An example *bill of quantities* is provided below.

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	RATE	PRICE
1					
2					
Total of the Prices =					

The *bill of quantities* is priced and extended by *Contractor*, to produce the total of the Prices.

There is no general provision for payment for Equipment or Plant and Materials within the Working Areas before they are incorporated into the *works*, i.e. equivalent to 'materials on site'. If earlier payment is required this can be achieved by

- using the advanced payment Option X14,
- inserting appropriate items in the method related charges where the method of measurement allows or
- including an allowance in the rates for the financing of the Equipment or Plant and Materials until they are incorporated in the *works*.

Guidance on the special circumstances under which payment might be made for Equipment or Plant and Materials which are outside the Working Areas are covered in Volume 4 – Managing an Engineering and Construction Contract.

It is important that the *bill of quantities* is prepared to suit the position at which the boundary between the *Client's* and the *Contractor's* design is set. Standard methods of measurement typically assume that the *Client* is responsible for most of the design. The rules for itemisation and description of the work are set accordingly.

Consequently, when using the ECC with the *Contractor* carrying out more design, the existing methods of measurement will need amending or a special method of measurement substituted. In extreme cases, such as when the *Contractor* is carrying out most of the design, a bill of quantities will not be appropriate and an activity schedule (i.e. Option A or Option C) should be used.

For example, standard methods of measurement usually require separate items to be given for concrete, reinforcement and formwork in reinforced concrete, with quantities for each. When the *Contractor* is to design the reinforced concrete, it is impossible for the *Client* to calculate the quantities before the *Contractor* is appointed. It is also inappropriate as the *Contractor* should take the risk of quantity variation for items which it has designed. The principle which must be followed is that the items in the *bill of quantities* must not describe the work using any assumptions about what the *Contractor* may choose to provide or about the quantities of work which it will choose to provide.

CHAPTER 6

Form of agreement

A contract can be created in a number of different ways and further guidance is provided in Volume 3 – Selecting a Supplier.

Some *Clients* may require a formal agreement. The form of agreement used will depend upon the jurisdiction and even within a jurisdiction there may be a number of different forms of agreement that can be used. *Clients* often have their own standard forms. If necessary legal advice should be obtained.

The purpose of the form of agreement is to record the agreement between the two Parties and identify the documents which form the contract. Consequently whatever form of agreement is used, it only need refer to Contract Data, within which the documents forming the contract are identified.

An example form of agreement is provided below showing the key requirements:

This agreement is made on theday of20.....between

- (the *Client*) and
- (the *Contractor*)

The *Client* wishes to have the following *works* provided.....

1. The *Contractor* will Provide the Works in accordance with the *conditions of contract* identified in the Contract Data.
2. The *Client* will pay the *Contractor* the amount due and carry out its duties in accordance with the *conditions of contract* identified in the Contract Data.
3. The documents forming this agreement are:
 - Contract Data part one
 - Contract Data part two and
 - the documents identified in Contract Data.

Executed by the *Client*

by (name)
 (signature)

Executed by the *Contractor*

by (name)
 (signature)

CHAPTER 7

Engineering and Construction Subcontract

7.1 INTRODUCTION

For this part of the user guide the word 'Subcontractor' is printed in italics if it is used in the context of the Engineering and Construction Subcontract (ECS).

The ECS is based on the ECC to achieve identical working for similar contract situations. The reason for this is that the relationship between the *Contractor* and the *Subcontractor* is like that between the *Client* and *Contractor*. Therefore detailed guidance for preparing an ECS has not been provided since the principles can be understood from the ECC user guide.

However, there are certain additions and changes in the ECS which arise from the ECC. These will be dealt with by exception in this part of the user guide where they affect the preparation of the ECS.

7.2 TERMINOLOGY

When using the other parts of this user guide for preparing the ECS the following terms used in the ECC should be read as follows in the context of the ECS:

TERM IN ECC	TERM TO BE USED IN THE ECS
contract	subcontract
Contract Data	Subcontract Data
Completion Date	Subcontract Completion Date
Contract Date	Subcontract Date
Provide the Works	Provide the Subcontract Works
Scope	Subcontract Scope
Subcontractor	Subsubcontractor
subcontract	subsubcontract
<i>Client</i>	<i>Contractor</i>
<i>Contractor</i>	<i>Subcontractor</i>
<i>works</i>	<i>subcontract works</i>
<i>language of the contract</i>	<i>language of the subcontract</i>
<i>law of the contract</i>	<i>law of the subcontract</i>
<i>starting date</i>	<i>subcontract starting date</i>
<i>completion date</i>	<i>Subcontract completion date</i>
<i>currency of the contract</i>	<i>currency of the subcontract</i>

It should also be noted that the ECC is referred to as the “main contract” in the ECS.

In the ECS, whilst the roles of the *Client*, *Project Manager* and *Supervisor* have all been combined into one (the *Contractor*), the ECS still makes reference to the *Client*, *Project Manager* and *Supervisor* that are identified in the main contract (ECC).

7.3 SUBCONTRACT DATA CHECKLIST

Most ECS Subcontract Data entries have an equivalent entry in the ECC Contract Data. Whilst, the checklist below follows the order in which entries appear in Subcontract Data, only those entries that are substantially different or require further guidance are included below.

Subcontract Data is available, from NEC, in digital format and this can be used when preparing contracts.

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
SUBCONTRACT DATA PART ONE – DATA PROVIDED BY THE CONTRACTOR		
1 GENERAL		
The <i>conditions of subcontract</i> are the core clauses and the following clauses for the main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Subcontract June 2017	Identifies what clauses form the <i>conditions of subcontract</i> .	Often the subcontract main Option will be same as the main contract main Option. However, in some circumstances the <i>Contractor</i> may choose to engage a Subcontractor under a different main Option. For example, the subcontract main Option A (a lump sum price) may be chosen where the main contract is main Option B (re-measurement). Note the ECS includes all the same main and secondary Options as the ECC, except the following: <ul style="list-style-type: none"> main Option F, Option W3 and secondary Option X22.
The <i>works</i> in the main contract are	Identifies the main contract scope of works.	The description should be the same as the description for the <i>works</i> in the main contract.
The <i>Client</i> in the main contract is Name Address for communications Address for electronic communications	Identifies the main contract <i>Client</i> .	The entries should be the same as the equivalent entries in main contract.
The <i>Project Manager</i> in the main contract is Name Address for communications Address for electronic communications	Identifies the main contract <i>Project Manager</i> .	
The <i>Supervisor</i> in the main contract is Name Address for communications Address for electronic communications	Identifies the main contract <i>Supervisor</i> .	
The Subcontract Scope is in	Identifies the document(s) containing the Subcontract Scope.	Typically the Subcontract Scope will be based upon the main contract Scope and comprise some of the documents such as specifications and drawings that are relevant to the scope of the <i>subcontract works</i> .

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
		<p>However, the main contract Scope will state constraints on how the <i>Contractor</i> Provides the Works and it is likely these will need to be re-drafted to specifically deal with constraints on how the <i>Subcontractor</i> Provides the Subcontract Works.</p> <p>Therefore, it is unlikely that the Subcontract Scope will be the same as the main contract Scope and using phrases such as 'The main contract Scope shall be incorporated into this subcontract' should be avoided.</p>
The Site Information is in	Identifies the document(s) containing the subcontract Site Information.	<p>Typically, subcontract Site Information will be the same as the main contract Site Information.</p> <p>However, subcontract Site Information should describe the past and present conditions of the site on the anticipated Subcontract Date. Consequently the main contract Site Information may need to be added to by the <i>Contractor</i> to reflect works completed between the Contract Date and the anticipated Subcontract Date. This may include further information resulting from the <i>Contractor</i> completing further site investigation works.</p> <p>For example, if the (main contract) <i>works</i> include the construction of a road bridge structure and the <i>subcontract works</i> are the road surfacing over the bridge, the subcontract Site Information will include the information describing the road bridge structure. This information would have been in the main contract Scope.</p>
The <i>boundaries of the site</i> are	The extent of the Site (clause 11.2(17)) is defined by reference to the <i>boundaries of the site</i> .	Typically this will define the extent of the main contract Site. However the <i>Subcontractor</i> may be constrained to work within a smaller area than the main contract Site, in which case the <i>boundaries to the site</i> should reflect this.
<p>The <i>period for reply</i> by the <i>Contractor</i> is except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for is The <i>period for reply</i> for is 	Identifies the default period of time within which the <i>Contractor</i> replies to a communication unless one is stated in the relevant clause.	<p>Time periods stated in the ECS have been adjusted to allow for associated actions under the main contract. Time limits in the subcontract for sending information to the <i>Contractor</i> are less than those stated in the main contract for sending information to the <i>Project Manager</i> to allow time for the <i>Contractor</i> to incorporate or process the information.</p> <p>Time limits in the subcontract for transmitting decisions or payments to the <i>Subcontractor</i> are greater than those stated in the main contract, for similar reasons.</p>
<p>The <i>period for reply</i> by the <i>Subcontractor</i> is except that</p> <ul style="list-style-type: none"> The <i>period for reply</i> for is The <i>period for reply</i> for is 	Identifies the default period of time within which the <i>Subcontractor</i> replies to a communication unless one is stated in the relevant clause.	<p>Some time periods are not stated in the ECS but, like the main contract, are to be inserted in the Subcontract Data. Examples are a reply to a communication or the submission of a revised programme.</p> <p>The <i>Contractor</i> should ensure that the time periods in the Subcontract Data are adequate for proper reply but not excessive so as to prevent the <i>Contractor</i> from sending a similar reply under the main contract. For this reason, and those stated above, Subcontract Data allows the <i>Contractor</i> to identify different <i>periods of reply</i> by it compared to the <i>periods of reply</i> by the <i>Subcontractor</i>.</p>



SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
Early warning meetings are to be held at intervals no longer than	Identifies the frequency of early warning meetings	Typically the frequency will be the same as the main contract to enable the <i>Contractor</i> to raise any issues in the main contract early warning meetings.
2 THE SUBCONTRACTOR'S MAIN RESPONSIBILITIES		
<p>If Option C, D or E is used</p> <p>The <i>Subcontractor</i> prepares forecasts of the total Defined Cost for the <i>subcontract works</i> at intervals no longer than</p>	Identifies the frequency of preparing forecasts of total Defined Cost for the <i>subcontract works</i>	Typically the frequency will be the same as the main contract (if it includes Option C, D or E) to enable the <i>Contractor</i> to incorporate the <i>Subcontractor's</i> forecast within the forecast submitted under the main contract.
3 TIME		
The <i>Subcontractor</i> submits revised programmes at intervals no longer than	Identifies the frequency for submitting revised programmes	Typically the frequency will be the same as the main contract to enable the <i>Contractor</i> to incorporate the <i>Subcontractor's</i> programme within the programme submitted under the main contract.
<p>If the Contractor has decided the subcontract completion date for the whole of the subcontract works.</p> <p>The <i>subcontract completion date</i> for the whole of the <i>subcontract works</i> is</p>	Identifies the <i>subcontract completion date</i> for the <i>subcontract works</i>	Under the ECS the liabilities carried by the <i>Contractor</i> for the <i>works</i> that are subcontracted are passed to the <i>Subcontractor</i> for the period from the <i>subcontract starting date</i> until the subcontract Defects Certificate has been issued. Outside of this period, except for continuing liabilities, the <i>Contractor</i> or <i>Client</i> (depending upon other main contract criteria) carries the risk for the <i>subcontract works</i> . Thus, if the <i>subcontract completion date</i> and <i>subcontract defects date</i> are earlier than those of the main contract then the <i>Contractor</i> must recognise two important factors.
4 QUALITY MANAGEMENT		
The period between Completion of the whole of the <i>subcontract works</i> and the <i>defects date</i> is	Identifies the period within which the <i>Subcontractor</i> is required to correct Defects	<ul style="list-style-type: none"> The <i>Contractor</i> will carry the risk of and should ensure that its insurance cover is continuing for the <i>subcontract works</i>. The <i>Contractor</i> will carry the risk of Defects in the <i>subcontract works</i> from the conclusion of the <i>Subcontractor's</i> liability for correcting its Defects upon the issue of the subcontract Defects Certificate. <p>Should it be important, for example, that the <i>Subcontractor</i> continues to correct Defects right up to Completion of the whole of the <i>works</i> (or even to the issue of the main contract Defects Certificate) then the dates entered here should be the same as the equivalent main contract dates.</p>
<p>The <i>defect correction period</i> is except that</p> <ul style="list-style-type: none"> The <i>defect correction period</i> for is The <i>defect correction period</i> for is 	Identifies the <i>defect correction period(s)</i>	To enable the <i>Contractor</i> to comply with the main contract obligations, the time periods stated should be the same or less than the main contract <i>defect correction period(s)</i> , if the <i>subcontract completion date</i> and <i>subcontract defects date</i> are the same as the equivalent dates in the main contract.
5 PAYMENT		
The <i>assessment interval</i> is	Identifies the frequency of assessing the amount due to the <i>Subcontractor</i>	To provide a reasonable cash flow for both the <i>Subcontractor</i> and <i>Contractor</i> , typically the frequency will be similar to the frequency in the main contract.

CHAPTER 1
CHAPTER 2
CHAPTER 3
CHAPTER 4
CHAPTER 5
CHAPTER 6
CHAPTER 7
APPENDIX 1

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
8 LIABILITIES AND INSURANCE		
The minimum amount of cover for insurance against loss of or damage to property (except the <i>subcontract works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Subcontractor</i>) arising from or in connection with the <i>Subcontractor</i> Providing the Subcontract Works for any one event is	Identifies the minimum amount of cover for insurance against loss of or damage to property	<p>The <i>Contractor</i> passes those of its liabilities under the main contract to the <i>Subcontractor</i> where they apply to the <i>subcontract works</i>.</p> <p>Notwithstanding the subcontract insurance provisions, the <i>Contractor</i> still carries responsibility for the performance of the <i>Subcontractor</i> in the main contract and the <i>Subcontractor</i> is always responsible for insuring its own Equipment and its employees.</p>
The minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Subcontractor</i> arising out of and in the course of their employment in connection with the subcontract for any one event is	Identifies the minimum amount of cover for insurance against death and of or bodily injury to employees of the <i>Subcontractor</i>	
RESOLVING AND AVOIDING DISPUTES		
<p>The <i>Adjudicator</i> in the subcontract is</p> <p>Name</p> <p>Address for communications</p> <p>Telephone</p> <p>Address for electronic communications</p>	Identifies the person who will be the subcontract <i>Adjudicator</i>	<p>The subcontract <i>Adjudicator</i> for be a person different from the <i>main contract Adjudicator</i>. The subcontract <i>Adjudicator's</i> function is to deal with disputes which arise only between the <i>Contractor</i> and <i>Subcontractor</i> and which do not concern the <i>Client</i>.</p> <p>The ECS includes a provision to cater for a dispute arising under the main contract which concerns the <i>subcontract works</i>. This enables the <i>Contractor</i> to require that such a dispute is dealt with jointly with the dispute under the main contract by the <i>main contract Adjudicator</i>. This avoids two different adjudicators making different decisions on the same dispute.</p> <p>If any of the three parties to a joint dispute disagrees with the <i>Adjudicator's</i> decision, it may refer it to the <i>tribunal</i>, but this will only be between two contracting parties.</p>
<p>The <i>main contract Adjudicator</i> is</p> <p>Name</p> <p>Address for communications</p> <p>Telephone</p> <p>Address for electronic communications</p>	Identifies the person who will be the <i>main contract Adjudicator</i>	
X7: DELAY DAMAGES		
<p>If Option X7 is used without Option X5</p> <p>Delay damages for Completion of the whole of the <i>subcontract works</i> are per day</p>	Identifies the amount per day to be paid by the <i>Subcontractor</i>	<p>When considering delay damages it is not sufficient for the <i>Contractor</i> to insert general wording such as 'delay damages as main contract'. The delay damages should reflect the likely costs the <i>Contractor</i> will incur if there is a delay by the <i>Subcontractor</i>.</p> <p>If the <i>subcontract works</i> are critical or the <i>subcontract completion date</i> is coincidental with that of the main contract, then it may be that the delay damages under the subcontract will be as those for the main contract.</p> <p>In circumstances where the subcontract is not critical or concerns only minor <i>works</i>, the delay damages should reflect this.</p>
<p>If Option X7 is used with Option X5</p> <p>Delay damages for each <i>section</i> of the <i>subcontract works</i> are:</p> <p><i>section</i></p> <p>description</p> <p>amount per day</p> <p>The delay damages for the remainder of the <i>subcontract works</i> are</p>	Identifies each <i>section</i> and the amount per day to be paid by the <i>Subcontractor</i>	

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
X8: UNDERTAKINGS TO THE CLIENT OR OTHERS		
The <i>undertakings to Others</i> are: provided to	Identifies who the <i>undertakings to Others</i> are provided to	The organisations that the <i>undertakings to Others</i> are provided to will be the same as those identified in the main contract. The form of the <i>undertakings to Others</i> will be the same as those set out in the main contract Scope.
The <i>undertakings to the Client</i> are: Subcontract work	Identifies the <i>subcontracted works</i> which are covered by the <i>undertakings to the Client</i>	<i>Undertakings to the Client</i> will only be required if the work identified in the equivalent entry in the main contract is subcontracted. The form of the <i>undertakings to the Client</i> will be the same as those set out in the main contract Scope.
X12: MULTIPARTY COLLABORATION (NOT USED WITH OPTION X20)		
The <i>Promoter</i> is	Identifies the <i>Promoter</i>	This Option will be used when X12 is included in the main contract and the <i>Contractor's</i> subcontractor(s) are identified as Partner(s). In this case the <i>Promoter</i> will be the same as the main contract. Alternatively, if X12 is not included in the main contract, the <i>Contractor</i> may still use X12 to incentivise its subcontractors to achieve an objective related to the main contract. In this case the <i>Contractor</i> will be the <i>Promoter</i> .
The Schedule of Partners is in	Identifies the document containing the Schedule of Partners	If X12 is included in the main contract, the Schedule of Partners will be that identified in the main contract.
The <i>Promoter's objective</i> is	Identifies the <i>Promoter's objective</i> for the project(s)	If X12 is included in the main contract, the <i>Promoter's objective</i> will be that identified in the main contract.
The Partnering Information is in	Identifies the document(s) containing the Partnering Information	If X12 is included in the main contract, the Partnering Information will be that identified in the main contract.
X15: THE CONTRACTOR'S DESIGN		
The <i>period for retention</i> following Completion of the whole of the <i>subcontract works</i> or earlier termination is	Identifies the <i>period for retention</i> of the <i>Subcontractor's</i> design information	Typically the end of the <i>period for retention</i> will be the same as the end of the <i>period for retention</i> in the main contract. Typically this will also be the same as the period which the <i>Contractor</i> remains liable for any matter under the main contract.
X18: LIMITATION OF LIABILITY		
The <i>Subcontractor's</i> liability to the <i>Contractor</i> for indirect or consequential loss is limited to	Identifies the limit of the <i>Subcontractor's</i> liability to the <i>Contractor</i> for indirect or consequential loss	Typically the limits stated under each of these entries should reflect the relative significance of the <i>subcontracted works</i> in terms of liability in comparison to the <i>Contractor's</i> overall liability arising under the main contract.
For any one event, the <i>Subcontractor's</i> liability to the <i>Contractor</i> for loss of or damage to the <i>Client's</i> or <i>Contractor's</i> property is limited to	Identifies the limit of the <i>Subcontractor's</i> liability to the <i>Contractor</i> for loss of or damage to the <i>Client's</i> or <i>Contractor's</i> property	
The <i>Subcontractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	Identifies the <i>Subcontractor's</i> limit of liability for Defects due to its design which are not listed on the Defects Certificate	
The <i>Subcontractor's</i> total liability to the <i>Contractor</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Identifies the <i>Subcontractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters	

CHAPTER 1

CHAPTER 2

CHAPTER 3

CHAPTER 4

CHAPTER 5

CHAPTER 6

CHAPTER 7

APPENDIX 1

SUBCONTRACT DATA ENTRY	PURPOSE OF ENTRY	FURTHER GUIDANCE
The <i>end of liability date</i> is years after the Completion of the whole of the <i>subcontract works</i>	Identifies the <i>end of liability date</i>	The <i>end of liability date</i> needs to be set taking account of the <i>Contractor's</i> risk and the <i>Subcontractor's</i> ability to carry the liability. For <i>subcontract works</i> that are significant in comparison to the main contract <i>works</i> the <i>end of liability date</i> will be the same date identified in the main contract.
X20: KEY PERFORMANCE INDICATORS (NOT USED WITH OPTION X12)		
A report of performance against each Key Performance Indicator is provided at intervals of.....months	Identifies the frequency for submitting reports on performance	Where Option X20 is included in the main contract, typically the frequency will be the same as the main contract to enable the <i>Contractor</i> to comply with the requirements of the main contract.
Y(UK)1: PROJECT BANK ACCOUNT		
The Trust Deed is in The Joining Deed is in	Identifies the documents(s) containing the Trust Deed and the Joining Deed	<p>Y(UK)1 will only be used if</p> <ul style="list-style-type: none"> a Project Bank Account is set up in the main contract and the <i>Subcontractor</i> or the <i>Subcontractor</i> and Subsubcontractors or suppliers are, or will be, Named Supplier(s) under that contract. <p>The Trust Deed and the Joining Deed will be the same as those included in the main contract.</p> <p>If the Joining Deed is used by the <i>Subcontractor</i> to appoint a Subsubcontractor or a supplier as an Additional Supplier, the deed must include provision for signature by the <i>Subcontractor</i> as well as the client, the contractor and Additional Supplier.</p> <p>The <i>Subcontractor</i> will either sign the Trust Deed on or before the Subcontract Date or if they join the Project Bank Account after the Subcontract Date they will sign the Joining Deed.</p>

7.4 SUBCONTRACT SCOPE

The ECS clauses that reference the Subcontract Scope are the same as the ECC except for the following:

- The equivalent to ECC clause 11.2(26) is clause 11.2(25) in the ECS.
- The equivalent to ECC clause Y1.6 is clause Y1.3 in the ECS.

The example ECC Scope structure and checklist can be used for the ECS except:

- the changes in terminology set out in section 7.2 above should be noted,
- references to Option F in sections S 1400, 1500 and 2300 should be removed and
- section S 2500 should be removed as Option X22 is not used in the ECS.

APPENDIX 1

Contract Data – Worked Example

CONTRACT DATA

PART ONE – DATA PROVIDED BY THE CLIENT

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017

Main Option Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Mr H Paddick

Address for communications

Greenwheat County Council, County Hall,
Greater Binding, Greenwheatshire

Address for electronic communications

hpaddick@greenwheatcc.com

The *Scope* is in

sections S 100 to 2700 in Volume 2

The *Site Information* is in

sections SI 100 to 600 in Volume 3

The *boundaries of the site* are

shown on drawing SP 104 Revision C in
section SI 105 in Volume 3

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales, subject to the jurisdiction
of the courts of England and Wales

The *period for reply* is except that

- The *period for reply* for is
- The *period for reply* for is

The following matters will be included in the Early Warning Register

1. The level of the River Binding exceeds 2.6m as measured at the weir at Little Binding

Early warning meetings are to be held at intervals no longer than

2 The Contractor's main responsibilities

The *key dates and conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
(1) Carriageway complete up to the top of sub-base between chainage 1000 and 1500 (to allow rising main to be installed by Others)	5 February 2018

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

five weeks

3 Time

The *starting date* is 3 October 2017

The *access dates* are

part of the Site	date
(1) All areas west of the River Binding	3 October 2017
(2) Remainder of the Site	31 October 2017

The *Contractor* submits revised programmes at intervals no longer than

five weeks

The *completion date* for the whole of the *works* is

15 October 2018

The Client **is not** willing to take over the works before the Completion Date

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is four weeks

The period between Completion of the whole of the *works* and the *defects date* is

52 weeks

The *defect correction period* is three weeks except that

- The *defect correction period* for Plant in the School Underpass is twelve weeks

5 Payment

The *currency of the contract* is the

pound sterling

The *assessment interval* is

monthly

The *interest rate* is 5 % per annum (not less than 2) above the base rate of the Bank of England bank

The Contractor's share percentages and the share ranges are

share range	Contractor's share percentage
less than <input type="text" value="80"/> %	<input type="text" value="40"/> %
from <input type="text" value="80"/> % to <input type="text" value="90"/> %	<input type="text" value="25"/> %
from <input type="text" value="90"/> % to <input type="text" value="110"/> %	<input type="text" value="15"/> %
greater than <input type="text" value="110"/> %	<input type="text" value="25"/> %

The exchange rates are those published in

on (date)

6 Compensation events

The place where weather is to be recorded is

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at hours GMT

and these measurements:

The weather measurements are supplied by

The weather data are the records of past weather measurements for each calendar month which were recorded at

and which are available from

These are additional compensation events

- (1)

8 Liabilities and insurance

These are additional *Client's* liabilities

(1) Claims and proceedings by Others which result from contamination of the River Binding

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£2,000,000

The minimum amount of cover for insurance against death and of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£10,000,000

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

£25,000

The *Client* provides these insurances from the Insurance Table

(1) Insurance against loss of or damage to the works, Plant and Materials

Minimum amount of cover is £6,000,000

The deductibles are £40,000

Resolving and avoiding disputes

The *tribunal* is arbitration

The *arbitration procedure* is the latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed

The place where arbitration is to be held is London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

the Institution of Civil Engineers, London

The *Senior Representative* of the *Client* is

Name Mr I Decision BEng, CEng, FICE, FCI Arb

Address for communications County Hall, Greater Binding, Greenwheatshire, GN7 3BB

Address for electronic communications idecision@greenwheatcc.com

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

X1: Price adjustment for inflation (used only with Options A, B, C and D)

The proportions used to calculate the Price Adjustment Factor are

<input type="text" value="0.25"/>	linked to the index for	<input type="text" value="Labour and supervision"/>
<input type="text" value="0.30"/>		<input type="text" value="Plant and road vehicles"/>
<input type="text" value="0.10"/>		<input type="text" value="Ready mixed concrete"/>
<input type="text" value="0.15"/>		<input type="text" value="Coated macadam and bituminous products"/>
<input type="text" value="0.05"/>		<input type="text" value="DERV fuel"/>
<input type="text" value="0.05"/>		<input type="text" value="steel for reinforcement"/>
<input type="text" value="0.10"/>	non-adjustable	<input type="text"/>
<input type="text" value="1.00"/>		

The *base date* for indices is

These indices are

X5: Sectional Completion

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text" value="Western Roundabout"/>	<input type="text" value="5 June 2018"/>

X6: Bonus for early Completion

The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text" value="Western Roundabout"/>	<input type="text" value="£250"/>

The bonus for the remainder of the *works* is

X7: Delay damages

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Western Roundabout	£400

The delay damages for the remainder of the *works* are

£620 per day

X8: Undertakings to the *Client* or Others

The *undertakings to Others* are

provided to

Highways England

The *Subcontractor undertaking to Others* are

works

design of the bridge crossing the River Binding

provided to

Highways England

The *Subcontractor undertaking to the Client* are

works

design of the bridge crossing the River Binding

X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

two weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

£6,000,000

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

two weeks

X12: Multiparty collaboration (not used with Option X20)

The *Promoter* is

Name

Greenwheat County Council

Address for communications

County Hall, Greater Binding,
Greenwheatshire GN7 3BB

Address for electronic communications

themajor@greenwheatcc.com

The Schedule of Partners is in

Volume 5 part 1

The *Promoter's objective* is

to improve the environment of Much Binding for residents and visitors

The Partnering Information is in

Volume 5 part 2

X13: Performance bond

The amount of the performance bond is

£100,000

X14: Advanced payment to the Contractor

The amount of the advanced payment is

£75,000

The period after the Contract Date from which the Contractor repays the instalments in assessments is

20 weeks

The instalments are
(either an amount or a percentage of the payment otherwise due)

10% of the payment amount otherwise due

An advanced payment bond **is** required

X15: The Contractor's design

The *period for retention* following Completion of the whole of the *works* or earlier termination is

12 years

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£2,000,000

The period following Completion of the whole of the *works* or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

12 years

X16: Retention (not used with Option F)

The *retention free amount* is

£250,000

The *retention* percentage is

3 %

The Contractor **may** give the *Client* a retention bond

X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

5% of the total of the Prices at the Contract Data

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

£150,000

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

£250,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

unlimited

The *end of liability date* is years after the Completion of the whole of the *works*

X22: Early Contractor involvement (only for Option C and E)

The Budget is set out in the Scope (S 2510)

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than

The *budget incentive* is % of the saving

Y(UK)1: Project Bank Account

The *Contractor* **is** to pay any charges made and is paid any interest paid by the *project bank*

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

term

Design of the river crossing works set out in clause S 350 of the Scope

beneficiary

Environment Agency

term

The provisions of Option Y(UK)1

beneficiary

Named Suppliers

PART TWO – DATA PROVIDED BY THE CONTRACTOR

1 General

The Contractor is

Name

Woodstone Construction Ltd

Address for communications

Woodstone House, Collingbourne Bellinger,
Wincanton AB3 7TT

Address for electronic communications

canwefixit@woodstone.com

The fee percentage is

10 %

The working areas are

the Site and borrow pit adjacent to the new
road (see drawing WCL/Tend/002 in Volume 7)

The key persons are

Name (1)

Mrs B Builder

Job

Site Agent

Responsibilities

Overall responsibility for the contract

Qualifications

CEng MICE

Experience

15 years in civil engineering construction – see
CV in Volume 8

Name (2)

Mr L Curtis

Job

Construction Manager

Responsibilities

Control of all construction resources

Qualifications

No formal qualifications

Experience

20 years in civil engineering construction,
8 as General Foreman and Construction
Manager – see CV in Volume 8

The following matters will be included in the Early Warning Register

(1) Contamination material is found within the boundaries of the site

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

The document titled Design of the River Bridge in Volume 9

3 Time

The programme identified in the Contract Data is

Programme ref. WCL/ Prog./T1 in Volume 10

The *completion date* for the whole of the *works* is

56 weeks after the starting date

5 Payment

The *activity schedule* is

Document reference WCL/ AS/01 in Volume 11

The tendered total of the Prices is

£10,320,800

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)

Mrs B Bentley

Address for communications

Woodstone House, Collingbourne Bellinger,
Wincanton AB3 7TT

Address for electronic communications

icanhelp@woodstone.com

X22: Early Contractor involvement (only for Option C and E)

The Stage One *key persons* are

Name (1)

Mrs B Builder

Job

Site Agent

Responsibilities

Overall responsibility for the contract

Qualifications

CEng MICE

Experience

15 years in civil engineering construction – see CV in Volume 8

Name (2)	Mr L Curtis
Job	Construction Manager
Responsibilities	Control of all construction resources
Qualifications	No formal qualifications
Experience	20 years in civil engineering construction, 8 as General Foreman and Construction Manager – see CV in Volume 8
The Pricing Information is in	Volume 13

Y(UK)1: Project Bank Account

The *project bank* is

Your Money Bank plc

named suppliers are

Webuildbridges Ltd

Data for the Schedule of Cost Components

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
Skilled	£22.50
Semi-skilled	£19.50
Unskilled	£14.00

The hourly rates for Defined Cost of design outside the Working Areas are

category of person	rate
Senior Engineer	£60
Junior Engineer	£45
Draughtperson	£35

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

All the categories listed above