Highways England Company Limited

REGIONAL DELIVERY PARTNERSHIP

Delivery Integration Partner (DIP)

(May 2018)

Volume 3

Scheme Contract - Part Two ECC Scope
Scheme specific Scope

[Insert Scheme Name Here]

Version. No.	Issue Date	Amendments	Initials	Date
1.0	23/04/18	Tender issue		23/04/18
1.1	23/05/18	• S1215 Contracts Finder – section inserted • S1700 Undertakings to the Client or Others – delete "Not used" and insert replacement text.	AT	18/05/18
1.2	31/05/18	Part 2A. Delete final sentence of the first paragraph of red text. Add "Only" at start of second sentence of the first paragraph of red text.	CS	31/05/18

[Entries in red are to be determined by the compiler or are recommended entries; these should be reviewed and accepted or changed as appropriate and as agreed by the Procurement Officer. **Guidance is given in brackets in red font and should be removed when compiling a Scheme specific document**.]

[Any proposed departures from the approach set out in this model document are to be discussed and agreed between the contract procurement officer and the contract policy owner.]

PART 2A SCOPE

[Part 2A Scope is a description of the Scope for the purpose of X22.6 i.e. *Client's* requirements. Only a change to the *Client's* requirements stated in this section may entitle the *Supplier* to a change in the Budget.

Great care is required in the drafting of this section and the draft is required to be approved by RIP Programme Director before the document is issued to the *Supplier*]

***Client*'s High Level Requirements for the purpose of X22.6**

[Insert statement of *Client*'s High Level Requirements here for the purpose of clause X22.6]

PART 2B SCOPE

[Scope is to be prepared in accordance with the structure set out in the NEC4 preparing an engineering and construction contract – volume 2. Include the following provisions as applicable.]

Document Structure

Section	Scope (*Client*'s)
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S200	General constraints on how the *Supplier* Provides the Works
S300	*Supplier's* design
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S700	Tests and inspections
S800	Management of the *works*
S900	Working with the *Client* and Others
S1000	Services and other things to be provided
S1100	Health and safety
S1200	Subcontracting
S1300	Title
S1400	Acceptance or procurement procedure
S1500	Accounts and records
S1600	Ultimate holding company guarantee (Option X4) – NOT USED
S1700	Undertakings to the *Client* or Others (Option X8)
S1800	Intellectual Property Rights
S1900	Information Modelling (Option X10)
S2000	Performance bond (Option X13) – NOT USED
S2100	Advanced payment to the *Supplier* (Option X14) – NOT USED
S2200	The *Supplier*'s design (Option X15)
S2300	Retention (Option X16) – NOT USED
S2400	Low performance damages (Option X17) – NOT USED
S2450	Key Performance Indicators (Option X20)
S2500	Early *Supplier* Involvement (Option X22)
S2600	Project Bank Account (Option Y(UK)1)
S2700	*Client's* work specifications and drawings

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[NB Any documents referenced within this document (e.g. specification) must be available to the *Supplier*. This availability can be electronically (e.g. web site,) public domain (web site, published book etc.) or by providing a contact from where the documents may be obtained.

NOTE following the recent Court Judgment in C368/10 Commission v Netherlands

- All relevant standards need to be transparently listed to enable the tenderers to determine the subject of the contract
- all reference documents are to be hyperlinked rather than referred to

Annexes are to be completed for each scheme as necessary.]

[Note to Compiler – Part Two Scope provides additional information to Part One for a specific Scheme. Refer to Part One and ensure that any additional Scope described in Part Two does not conflict with the requirements of Part One.]

S100 Description of the *works*

S105 Project objectives

[Include any scheme specific *Client* objectives for this contract with reference back to the Programme objectives in Part One.]

S110 Description of the *works*

[Provide a general description of the specific Scheme *works* and what work is to be completed in each Phase (if applicable), including:

- general arrangement and location drawings
- description and scope of the *works* and
- Site location/Working Areas

Do not repeat the definition of the *works*.

The general description should be consistent with the description in Contract Data part one and identify the outline scope of works to be provided. A general description of the *Supplier*'s design responsibility may be included here, as a detailed description is included in section S300.

The *Supplier* executes a Detailed Local Operating Agreement (DLOA) which clearly defines the roles and responsibilities of the Parties and Others.

List out the DLOA requirements.

A description of works to be undertaken by the *Client* or Others is contained within S900.

State at which PCF Stage the Scheme is being awarded and provide an outline of how developed the Scheme is at that stage.]

S200 General constraints on how the *Supplier* Provides the Works

S205 General constraints

[State any additional requirements and constraints on how the *Supplier* Provides the Works, which are not covered by other Scope sections.

State the requirements imposed on the *Supplier* in helping to achieve the project or scheme specific objectives.

Insert any additional constraints applicable to the contract. Constraints may include the checklist topics below. Constraints are restrictions on how the *Supplier* Provides the Works, not issues related to cash flow, funding or other requirements which conflict with the conditions of contract. These constraints can and should be included as part of CEMP.

Restrictions on

- use of the Site

- access
- deliveries
- noise and vibrations
- working hours
- parking
- use of cranes
- use (or non-use) of explosives
- the use of hazardous materials
- storage of fuel and chemicals
- pollution, ecological or environmental impacts
- Archaeological requirements
- planning
- interfaces between the works and existing things
- protection of / damage to the works/existing utilities etc.
- occupied premises and users
- *Client* specific policies and procedures or
- constraints imposed to meet requirements of Others (for example funders).]

S206 Energy Efficiency Directive

[State any additional Scheme specific requirements and constraints or state 'No additional Energy Efficiency Directive requirements or constraints.']

S207 Environmental requirements

[State any additional Scheme specific requirements and constraints or state 'No additional environmental requirements or constraints.']

Consider whether there are any further ecology/environmental surveys required when the survey window is open with any mitigation works being implemented.

Include the following sentence and complete the blank as appropriate 'The *Supplier* prepares a HEMP [6] months prior to Completion or Sectional Completion of the *works.*']

S208 Site waste management plan

[State any additional Scheme specific requirements and constraints or state 'No additional Site waste management plan requirements or constraints.']

The site waste management plan is to include the following:

[Include provision for CEMP and HEMP reports as required. Have reference to IAN 183/14 Environmental Management Plans. At the time of writing these notes for compiler these reports were not included in the DMRB or issued by IAN. If this is the case when compiling this Scope for a particular Scheme then describe requirements here. Otherwise refer to DMRB.]

S209 Sustainable development requirements

[State any additional Scheme specific requirements and constraints or state 'No additional sustainable development requirements or constraints.']

S210 Confidentiality

[State any additional requirements and constraints specific to confidentiality and publicity restriction, and any acceptance procedures or state 'No additional confidentiality requirements or constraints'.]

S211 Insurance

Class of insurance	Levels of insurance	Period of insurance
Contractors "All Risks" Insurance	Minimum amount of insurance set out in the Contract will be the replacement cost of the relevant insured property.	From the date of commencement of any relevant works until the completion of the relevant works and thereafter in respect of defects liability until expiry of the defects liability period specified in any relevant building contract
Third Party Public & Products Liability Insurance	Limit of indemnity [TBC] million pounds (£[TBC]) in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but [TBC] million pounds (£[TBC]) million pounds any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy). *Note to Compilers: Ranges for Band A from £5M to £50M and Band B from*	From the date of the Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise with the *Client*.

Class of insurance	Levels of insurance	Period of insurance
	£10M to £50M but potentially increase in £50M relative to high risk schemes such as tunnels or complex structures or any Network Rail requirements	
Professional Indemnity Insurance	Limit of indemnity [TBC] million pounds (£[TBC]) in respect of any one claim without limit to the number of claims in any annual policy period but [TBC] million pounds (£[TBC]) in respect of any one claim and in the annual aggregate per annum for liability arising out of pollution or contamination (to the extent insured by the relevant policy) and [TBC] million pounds (£[TBC]) in respect of any one claim and in the annual aggregate per annum for liability arising out of asbestos (to the extent insured by the relevant policy). Note to Compilers: Ranges for Band A from £5M to £10M and Band B from £10M to £20M but potentially increase beyond this level relative to high risk schemes or where the professional services represent a significant breach of professional duty risk. Any asbestos limit in line with prevailing insurance market provisions.	From the date of the Contract for the duration of the Contract and renewable on an annual basis unless otherwise agreed with the *Client* and a period of twelve (12) years following the expiry date or the termination date of the Contract, whichever occurs earlier.
Insurances required by law in the United Kingdom	As required by law.	From the date of the Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise with the *Client*.

Notes to Compilers on the Highways England minimum insurance requirements.

The Compiler specifies the required indemnity levels for each type of insurance. The levels specified should normally fall within the applicable range listed in the table above. If (exceptionally) a higher or lower level of insurance is considered necessary for a particular requirement, the Compiler must consult the contract policy owner before confirming the higher or lower figure. The levels of insurance take into account the requirements of third parties where appropriate; for example, where *works* are to be carried out over, under or in the vicinity of a railway, the level of public liability insurance may need to be increased (e.g. to £155M and Network Rail added as a co-insured). The level of insurance protection is an important feature in determining value for money to Highways England. If the insurance limits of indemnity are set too high relative to potential contract risk exposures this could import unnecessary cost into the Contract. However, if the limits are set too low there could be a danger of not adequately having transferred insurable risk to the *Supplier* (in particular if these are linked to limitation of liability or liability capping by the *Supplier*).

The Compiler reviews the level of third party liability insurance required as part of the minimum insurance requirement by reference to the insurable risk profile of the requirement in question. In relation to this class of insurance this would be in connection with a potential incurred legal liability of the *Supplier* causing third party (including Highways England as third party) death / bodily injury and / or damage to third party property. The optimum position is for insurance limits of indemnity to be commensurate with the potential losses that could occur in relation to the insured risk, the subject matter of the requirement.

The Compiler reviews the level of professional indemnity insurance required as part of the minimum insurance requirement by reference to the insurable risk profile of the requirement in question. In relation to this class of insurance this would be in connection with a potential incurred legal liability of the *Supplier* causing a financial loss as a result of breach of professional duty. The optimum position is for insurance limits of indemnity to be commensurate with the potential losses that could occur in relation to the insured risk, the subject matter of the requirement.

It should be noted and understood that the insurance market does not provide professional indemnity insurance in a consistent or uniform manner. There is no single prevailing United Kingdom insurance market policy wording and as such each insurer offering and wording is different. This variability is also reflected in the structure of professional indemnity insurance limits of indemnity where insured's procure both any one claim, the number of claims

being unlimited in any annual policy period and any one claim and in the annual aggregate. In the contract form set out above the limit of indemnity reflects an "any one claim" structure but this may not be available from all contractors on all occasions. Contract specific insurance is unusual in the United Kingdom insurance market and it is generally the case that contractors will seek to meet their contractual insurance obligations through use of their existing insurance arrangements. Such arrangements normally manifest themselves in an annually renewable professional indemnity insurance programme covering the whole of the *Supplier*'s professional services / business activities. As a consequence, if the *Supplier*'s professional indemnity insurance programme is written on an annual aggregate basis it will be difficult for the *Supplier* to comply with any one claim requirement and it will not be possible for them to do so under an annual aggregate policy wording. The different types of professional indemnity insurance limit of indemnity are set out below.

"Any one claim limit of indemnity"

A limit of indemnity of not less than [XX] million pounds [(£XX)] in respect of any one claim without limit to the number of claims in any annual policy period, but [XX] million pounds [(£XX)] any one claim and in the aggregate per annum for liability arising out of pollution or contamination (to the extent insured by the relevant policy) and [XX] million pounds [(£XX)] any one claim and in the aggregate per annum in respect of liability arising out of asbestos (to the extent insured by the relevant policy).

"Annual aggregate limit of indemnity"

A limit of indemnity of not less than [XX] million pounds [(£XX)] in respect of any one claim and in the aggregate per annum, but [XX] million pounds [(£XX)] any one claim and in the aggregate per annum for liability arising out of pollution or contamination (to the extent insured by the relevant policy) and [XX] million pounds [(£XX)] any one claim and in the aggregate per annum in respect of liability arising out of asbestos (to the extent insured by the relevant policy

It will be important to identify if there is any proposed variance to the model contract and in these circumstances how the *Supplier* can provide comfort to Highways England in terms of adequacy of professional indemnity insurance (e.g. through use of reinstatements of annual aggregate limits of indemnity).

State any additional scheme specific insurance requirements and constraints.]

S212 Transparency

No additional transparency requirements or constraints.

S213 Conflict of interest

No additional conflict of interest requirements or constraints.

S214 Anti Bribery and Anti Fraud

No additional anti bribery or anti fraud requirements or constraints.

S215 Security and protection of the Site

[State any additional Scheme specific requirements and constraints or state 'No additional security and protection of the Site requirements or constraints.']

S216 Air quality strategy

[State any additional Scheme specific requirements and constraints or state 'No additional air quality strategy requirements or constraints.']

S220 Security and identification of people

[State any additional details of security arrangements for the Site under the contract, including any additional responsibilities of the *Supplier* with respect to site security, the protection of the public and safeguarding of Materials and Plant.]

S225 Protection of existing structures and services

[State any additional specific requirements and constraints for the protection of existing services, 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.]

S226 Official Secrets Act

No additional Official Secrets Act requirements or constraints.

S227 Information Systems

[State any additional specific requirements and constraints for Information Systems or state 'No additional Information System requirements']]

S228 Discrimination, bullying and harassment

[State any additional scheme specific requirements and constraints or state 'No additional discrimination, bullying and harassment requirements or constraints.']

S230 Protection of the *works*

[State any additional specific requirements and constraints for the protection of the *works* against damage or state 'No additional protection of the *works* requirements or constraints']

S235 Cleanliness of roads

[State any additional specific requirements agreed with authorities for protecting and cleaning of access roads to the Site or state 'No additional requirements or constraints for protecting and cleaning of access roads to the Site.']

S240 Temporary Traffic management

[State any additional specific requirements, procedures or constraints for management of traffic, road closures and public highways including any communications and information requirements or constraints or state 'No additional traffic management requirements or constraints.'

Specifically, state information about any diversion routes.]

S245 Condition survey

[State any additional specific requirements and constraints for condition surveys or state 'No additional condition survey requirements or constraints.]

S250 Consideration of Others

[State any requirements or constraints for *Supplier*'s behaviour on Site or state 'No additional requirements or constraints for the consideration of Others.'

State any additional restrictions on work to avoid disturbance to the general public or occupiers of adjacent properties.

Insert any additional requirements for *Supplier*'s behaviour on Site.]

S251 Customer Service

[State any requirements or constraints for Customer Service or state 'No additional requirements or constraints for Customer Service.']

S252 Customer Focus

[State any requirements or constraints for Customer Focus or state 'No additional requirements or constraints for Customer Focus.']

S254 Equality, diversity and inclusion with employment and skills

No additional requirements or constraints for equality, diversity and inclusion.

S256 Project Control Framework

All Project Control Framework deliverables set out in **Annex A** will be shown on a Project Control Framework tracker which will be managed by the *Supplier* and submitted to the *Project Manager* at intervals to be agreed with the *Project Manager*. The tracker will as a minimum detail: start date, finish date, and percentage complete against each Project Control Framework Stage.

[Add references to specific Project Control Framework products that are required for this contract. Add descriptions of the envisaged work involved and the timings required. Consider whether the *Supplier* will be required to participate in the development of any additional Project Control Framework products (e.g. at Programme level) and if so add this as a requirement.]

Highways England Project Governance

[State any additional specific requirements and constraints for project governance or state 'No additional requirements or constraints for project governance.']

S260 Control of *works*

[State any additional specific requirements and constraints for control of *works* or state 'No additional requirements or constraints for control of *works*.']

S265 Site cleanliness

[State any additional specific requirements and constraints for site cleanliness or state 'No additional requirements or constraints for site cleanliness.']

S270 Waste materials

[State any additional specific requirements and constraints for waste materials or state 'No additional requirements or constraints for waste materials.']

S271 Equipment, Plant and Materials

[State any additional specific requirements and constraints for project governance or state 'No additional requirements or constraints for project governance.'

Have specific reference to the requirements of clause 11.2(9) for any Equipment that the *Supplier* is required to include in the *works*]

S285 Continual improvement / lean

[State any additional specific requirements and constraints relating to the adoption and use of lean techniques or continual improvement or state 'No additional requirements or constraints for continual improvement and lean.' Revise text in annex as appropriate.]

S290 Category management

[State any additional specific requirements and constraints for category management or state 'No additional requirements or constraints for category management.']

S295 Recovery services

[State any additional specific requirements and constraints for category management or state 'No additional requirements or constraints for category management.']

S298 Behavioural attributes

[State any additional specific requirements and constraints for behavioural attributes or state 'No additional requirements or constraints for behavioural attributes.']

S299 Strategic Alignment Review Tool (StART)

[State any additional specific requirements and constraints for strategic alignment review tool or state 'No additional requirements or constraints for strategic alignment review tool.']

S300 *Supplier*'s design

S305 Design responsibility

[Include a statement detailing the parts of the works that the *Supplier* is to design (including Equipment and temporary works). By default, the ECC assumes that the *Client* will design all of the *works* except for those items stated as to be designed by the *Supplier* in this section.

Define the parts of the works which the *Supplier* 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 *Supplier* must be clearly identified. If the *Client* carries out most of the design, a list of items designed by the *Client* may be stated. Refer to ECC clause 21.1.

State any additional specific requirements and constraints for design responsibility or state 'No additional requirements or constraints for design responsibility.']

S310 Design submission procedures and acceptance criteria

[State the procedures which the *Supplier* follows in carrying out its design and the procedures for submitting designs for acceptance by the *Project Manager*. Refer to ECC 21.2.

If necessary, state the criteria for design acceptance by referring to S320. Refer to ECC clause X22.3(1) ECI.

Identify which parts of the design are required to be submitted to the *Project Manager* for acceptance. Refer to ECC clause X22.3(3) ECI.

[State any additional specific requirements and constraints for design submission procedures and acceptance criteria or state 'No additional requirements or constraints for design submission procedures and acceptance criteria.']

S315 Design approvals from Others

[State any requirement for design checks, approvals and consents that the *Supplier* obtains from Others.]

[State any additional specific requirements and constraints for design checks, approvals and consents that the *Supplier* obtains from Others or state 'No additional requirements or constraints for design checks, approvals and consents from Others.']

S320 Not used

S325 Design co-ordination

[State any additional specific requirements and constraints for design co-ordination or state 'No additional requirements or constraints for design co-ordination.'

State what the *Supplier* is required to do for co-coordinating with Others in preparing its design and any responsibility for co-ordination of design by Others.

Set out design submission and certification procedure.

Include details of the format that design information is to be submitted in and procedures for resolving any comments prior to acceptance.]

[Alternative design –include this section if an alternative design has been requested and accepted at tender stage.

If the accepted tender includes an alternative design, the *Supplier* submits to the *Project Manager* the name of the person who will carry out a check of the design. The person named must have experience in the checking of designs similar to the one proposed for this contract.

The *Supplier* appoints the named person to carry out a check in accordance with the *Client*'s procedures. The *Supplier* makes any amendments to the design arising from this check.

Following the completion of the check and the issue of a check certificate by the named person, the *Supplier* reports to the *Project Manager* any changes to the design and any proposed changes to the Scope.]

S330 Requirements of Others

[State any additional specific requirements and constraints for requirements of Others or state 'No additional requirements or constraints for requirements of Others.'

State what the *Supplier* is required to do for obtaining and satisfying any necessary authority requirements (for example planning officials or Government departments)].

S335 Using the *Supplier*'s design

[State any purpose for which the *Client* may wish to use and copy the *Contactor's* design if it is not as stated in clause 22.1 or any relevant Z clause.

State any additional specific requirements and constraints for using the *Supplier*'s design or state 'No additional requirements or constraints for using the *Supplier*'s design.']

S345 Access to information following Completion

[State the *Client*'s requirements for access to information once the Defects Certificate is issued including timescale for the retention of information after Completion. Consider any need for computer software source code for example.]

S400 Completion

S405 Completion definition

[State any parts of the *works* that can be incomplete at Completion, add the words "with the exception of" and list each item.]

Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before Completion *[include for the whole of the Works or Section as appropriate]*.

S410 Sectional Completion definition

[The following statement should be included and completed if Option X5 is used, otherwise state that there is no sectional Completion for the scheme, 'The work to be done by the Completion Date for a section of the *works* is all the work included in the section.' If any items can be done after Completion, add the words "with the exception of" and list each item separately for each Section.

Landscaping and ecology to be included in part two for Scope after completion]

Landscape and ecology

[State any additional specific requirements and constraints for completion of landscape and ecology or state 'No additional requirements or constraints for Completion of landscape and ecology.']

S415 Training

[Training required for the *Client* or Others and associated timescales]

[State any additional specific requirements and constraints for training or state 'No additional requirements or constraints for training.']

S420 Final clean

[State any additional specific requirements and constraints for final clean or state 'No additional requirements or constraints for final clean.'

Details of final clean, removal of Equipment, temporary structures, materials, protection and tools, etc.]

S425 Security

[State any additional specific requirements and constraints for security arrangements and handover at Completion or state 'No additional requirements or constraints for security arrangements and handover at Completion.']

S430 Correcting Defects

[State any additional specific requirements and constraints for correcting Defects or Procedures for access for the correction of any Defects and procedure for liaison with the *Project Manager* and *Client, or* state 'No additional requirements or constraints for correcting Defects.']

S435 Pre-Completion arrangements

[insert any specific requirements or constraints for preparing for take over.

insert timescales – for the submission of the Handover Plan]

S440 Use of the *works*

[State any additional specific requirements and constraints for use of the *works* or state 'No additional requirements or constraints for use of the *works*'.

[In relation to ECC clause 35.2 take over – Identify parts of the works that the *Client* requires to use prior to Completion without taking it over. Details to include

- What is being done,
- When it is being done and for how long,
- Location or parts of the works effected
- Reasons for use

Supplier's access provision during period of use.]

S445 Documents

[State any additional specific requirements and constraints for documents or state 'No additional requirements or constraints for documents'.

State full details of what is required for take over. Consider including the following:

- as built drawings,
- operations and maintenance manuals, and
- Compliant asset datasets

Include details of when these are required and the format for submission (if not already specified elsewhere). Note that asset inventory and as-built data

is required to be uploaded to the *Client*'s relevant Integrated Asset Management system (or other system specified by the *Client*.

Specify which PCF products are required and when – IMPORTANT.]

S450 Handover between contractors

[State any additional specific requirements and constraints for handover between contractors or state 'No additional requirements or constraints for handover between contractors.']

S500 Programme

[Ensure any requirements here do not conflict with the contract requirements in Clause 31.]

S505 Programme requirements

[State any additional specific requirements and constraints for programme requirements or state 'No additional requirements or constraints for programme requirements.'

State requirements for content of the programme and any accompanying documents comprising the programme and their format.

State details of information that the *Supplier* is required to show on the programme in addition to the other requirements of Clause 31.2. Include requirements for how such details are to be shown on the programme, e.g. critical path.

State timeframes for key actions by the *Client,* e.g. *Client* should commit to the periods it requires to review the *Supplier*'s submissions (if these are different from the general 'period for reply' required to be stated in CD1 – see Clause 60.1(5).]

S510 Methodology statement

[State any additional specific requirements and constraints for methodology statement or state 'No additional requirements or constraints for methodology statement.'

State any particular requirements for methodology statements, including any specific requirement for the format of resource information.]

S515 Work of the *Client* and Others

[State any additional specific requirements and constraints for work of the *Client* and Others or state 'No additional requirements or constraints for the *Client* and Others.'

Detail the order and timing of the work of the Client and Others to be included in the programme and information to be provided. Refer to sections S905 and S910.]

S520 Information required

[State any additional specific requirements and constraints for information required or state 'No additional requirements or constraints for information required.'

Include a schedule of information to be provided, who it is to be provided by and the date on which it is to be provided.]

S525 Revised programme

[State any additional specific requirements and constraints for revised programme or state 'No additional requirements or constraints for revised programme.'

State any specific requirements for the submission of revised programmes such as an explanation of changes.]

S600 Quality management

S605 Quality management system

[State any additional specific requirements and constraints for quality management system or state 'No additional requirements or constraints for quality management system.'

State any specific requirements for the *Supplier*'s quality management system, including accreditations or legislative standards, and requirements for the submission of a quality statement. Refer to ECC clause 40.1.]

S610 Quality policy statement and quality plan

[State any additional specific requirements and constraints for quality policy statement and quality plan or state 'No additional requirements or constraints for 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.]

S615 Samples

[State any additional specific requirements and constraints for samples or state 'No additional requirements or constraints for samples.'

State any materials and samples required including any procedures for submission and acceptance.]

S660 Audit, nonconformities and quality management points

[State any additional specific requirements and constraints for audit, nonconformities and quality management points or state 'No additional requirements or constraints for audit, nonconformities and quality management points.']

S700 Tests and inspection

[State any additional specific requirements and constraints for tests and inspections or state 'No additional requirements or constraints for tests and inspections.']

S705 Tests and inspections

[State requirements for an inspection and test plan (if applicable).

See checklist in NEC4 guidance.

Include a schedule of performance tests required for the scheme and the *Client*'s requirements for the performance tests, including:

- the specification for the tests, identifying which Party (or *Supervisor* if appropriate) is to carry out the tests,
- the timing of the tests, including any requirements to carry out the tests in stages. If after completion, include access arrangements,
- the requirements for notice of tests and attendance by the Supervisor and *Supplier,* and
- provisions for rectification and retesting (if permitted) if the performance level is below that specified.

Describe Plant which is to meet these requirements.

Include only the elements which are applicable to the Plant to be installed.]

Off Site fabrication

[Set out any special requirements for notice of tests or attendance by the *Supervisor*, and any actions the fabricator is required to take in rectifying any defects.

Describe the requirements for testing at the fabrication works before delivery can be made.]

Installation

[Define the activities and tests the *Supplier* must carry out during installation of the Plant, other than those required at take over stage. Identify the requirements, including any Key Dates, if required, that must be met before take over testing is carried out.

If delay damages are to be levied for a delay in Completion of installation rather than take over, an additional Section of the *works* for completion of installation should be included in the Contract Data.]

Take over

[Set out the inspection procedures and tests which are to be carried out before take over. Include requirement to supply necessary operating manuals.

If takeover of the Plant is to be made before Completion of the works (or any Section in which it is included), an additional Section of the *works* for take over of the Plant should be included in the Contract Data.

Include any restrictions on when the tests can be carried out – such as during planned closures which allow the operation of the Plant to be stopped.

Set out any further testing of the Plant – take over tests or performance tests – to be carried out following the rectification of a Defect.]

S710 Samples

[State any additional specific requirements and constraints for samples or state 'No additional requirements or constraints for samples'.

State the requirements for samples of Plant and Materials provided by the *Supplier* and *Client* including samples of workmanship.]

S715 Management of tests and inspections and provision of samples

[State any additional specific requirements and constraints for the management of tests and inspections and provision of samples or state 'No additional requirements or constraints for the management of tests and inspections and provision of samples.'

Consider the requirement for a sample, test and inspection schedule, containing all relevant information. State the procedures for submission and review.]

S720 Covering up completed work

[State timescales for the covering up of *works* which have been tested or inspected.

State any additional specific requirements and constraints for covering up completed work and provision of samples or state 'No additional requirements or constraints for the management of tests and inspections and provision of samples.']

S725 *Supervisor*'s procedures for inspection and watching tests

[State any inspection procedures require by the *Supervisor*.

State any additional specific requirements and constraints for *Supervisor*'s procedures for inspection and watching tests or state 'No additional requirements or constraints for the management of tests and inspections and provision of *Supervisor*'s procedures for inspection and watching tests.']

S730 Performance measurement

[State any additional specific requirements and constraints for performance measurement or state 'No additional requirements or constraints for performance measurement.']

S735 Defects

[State any additional specific requirements and constraints for Defects or state 'No additional requirements or constraints for Defects.']

S800 Management of the *works*

[State detailed requirements for the *Supplier*'s management of the *works*, including coordination, supervision, administration, interfaces between subcontractors, coordination, programme etc.]

Programme Management

[State any specific requirements.]

S805 Project team - Others

[The Contract Data identifies the *Client*, *Project Manager*, *Supervisor* and *Supplier* and the *conditions of contract* state what each is required to do. It is important 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.

State any additional specific requirements and constraints for project team - Others or state 'No additional requirements or constraints for project team – Others.']

S810 Communication system

[Detail the communication system to be used. Consider the use of the following:

- internet based collaboration tool
- electronic mail system or
- standard forms and templates

Refer to ECC clause 13.2.

State any additional specific requirements and constraints for communication system or state 'No additional requirements or constraints for communication system.']

S815 Management procedures

[State any additional specific requirements and constraints for management procedures or state 'No additional requirements or constraints for management procedures.'

The *Supplier* prepares the following management plans within [xx] weeks of the *starting date*

State requirements. State whether these are to be accepted by the *Project Manager* and if so, their status, to determine consequences if they are not followed.

State any management procedures which the *Supplier* is required to follow.

Consider the following:

- meetings, attendees and meeting records,
- reporting requirements (e.g. progress reports),
- information requirements and
- terminology and abbreviation.]

S820 *Supplier*'s application for payment

[State any additional specific requirements and constraints for *Supplier*'s application for payment or state 'No additional requirements or constraints for *Supplier*'s application for payment'.

State any specific requirements for the *Client* for the format and details to be including in the *Supplier*'s application for payment. If necessary, detail any submission requirements. Refer to ECC clause 50.2.]

S825 Commissioning report

[State any additional specific requirements and constraints for commissioning report or state 'No additional requirements or constraints for commissioning report'.]

S831 Provision of cost information

[State any additional specific requirements and constraints for the provision of cost information or state 'No additional requirements or constraints for the provision of cost information.']

S832 Provision of Price information

[State any additional specific requirements and constraints for the provision of Price information or state 'No additional requirements or constraints for the provision of Price information.']

S833 Invoicing

[State details of any information that the *Client* requires from the *Supplier* with each invoice to enable him to check the invoice for correctness – see Clause 50.2. Include the following paragraph, if applicable.

'The *Supplier* notifies the *Project Manager* of the name and address of the Project Bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.'

State any additional specific requirements and constraints for invoicing or state 'No additional requirements or constraints for invoicing.']

S835 Data collection system

[State any additional specific requirements and constraints for data collection system or state 'No additional requirements or constraints for data collection system.']

S836 Provision of electronic documents and data

[State any additional specific requirements and constraints for communications or state 'No additional requirements or constraints for communications.']

S837 Disclosure of information

[State any additional specific requirements and constraints for disclosure of information or state 'No additional requirements or constraints for disclosure of information.']

S838 Information security

[State any additional specific requirements and constraints for information security or state 'No additional requirements or constraints for information security.']

Project Manager to undertake information risk assessment in line with Highways England guidance and set out any constraints on how the *Supplier* handles personal data; include any further contract specific requirements, such as the need for the security plan to comply with ISO/IEC27002 and ISO/IEC27001.

The *Supplier* collects the following personal data on behalf of the *Client*:

- [list the data to be collected; include the collection process unless included elsewhere]

S839 Data handling requirements

[State any additional specific requirements and constraints for data handling requirements or state 'No additional requirements or constraints for data handling requirements.']

S840 Customer Relationship Management

[State any additional specific requirements and constraints for Customer Relationship Management or state 'No additional requirements or constraints for Customer Relationship Management.']

S843 Training

[State any additional specific requirements and constraints for Training or state 'No additional requirements or constraints for Training.']

S845 Meetings

[Specify provisions for meetings including content, timing and attendees. Modify the following as required.

State requirements of the following additional meetings, as appropriate for the contract

- other meetings with the *Project Manager*
- environmental coordination meetings
- technical working group meetings
- consultations with third parties
- public relations and liaisons
- early warning meetings
- design team meetings
- quality meetings

State any additional specific requirements and constraints for meetings or state 'No additional requirements or constraints for meetings.']

S851 Records: Small and Medium Enterprises

[State any additional specific requirements and constraints for Records: Small and Medium Enterprises or state 'No additional requirements or constraints for Records: Small and Medium Enterprises.']

S855 Personnel

[State any additional specific requirements and constraints for personnel or state 'No additional requirements or constraints for personnel.'

The personnel identified in Annex [Use template annexes as appropriate and insert reference here] are required to be appointed under this contract, in addition to those key people identified in Contract Data part two.]

S860 Communications

[State any additional specific requirements and constraints for communications or state 'No additional requirements or constraints for communications.'

The *Supplier* complies with 'Highways England's visual identity specifications.

- (Include any other applicable specifications).

List only additional requirements to the ECC requirements e.g. requirements for contractual correspondence. Consider including Highways England's pro forma PMI, PMC, EWN, notification of Defect etc.]

S861 Public consultation

[State any additional specific requirements and constraints for public consultation or state 'No additional requirements or constraints for public consultation.']

S900 Working with the *Client* and Others

S905 Sharing the Working Areas with Others

[State any additional specific requirements and constraints for sharing the Working Areas with Others or state 'No additional requirements or constraints for sharing the Working Areas with Others.'

The *Supplier* cooperates with, and shares the Working Areas with the following organisations:

Provide a list of activities to be undertaken, explaining

- what is to be done,
- who is doing it, when it is being done, and for how long,
- where it is being done, and how the *Supplier* is to co-operate and share the Working Areas and whether it provides any *services* or other things (refer to S1005 if necessary)

The interface between the *Supplier* 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'. Refer to ECC clauses 25.1 and 60.1(5).

Identify the organisations and set out details of the work they are to do and any special requirements or other conditions agreed with them.]

S910 Co-operation and co-ordination

[State any additional specific requirements and constraints for co-operation and co-ordination or state 'No additional requirements or constraints for co-operation and co-ordination.']

The Supplier cooperates with the following organisations:

[Identify the organisations and set out details of the work they are to do and any special requirements or other conditions agreed with them.]

Identify known information requirements, for the *Supplier* to obtain from Others or provide to Others, and timing.]

S920 Authorities and utilities providers

[State any additional specific requirements and constraints for authorities and utilities providers or state 'No additional requirements or constraints for 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.]

The *Supplier* complies with the special requirements of the following Statutory Bodies:

[List applicable bodies; include Network Rail if working close to a railway.]

S1000 Services and other things to be provided

S1005 Services and other things provided by the *Supplier* for the use by the *Client*, *Project Manager*, *Supervisor* or Others

[State any additional specific requirements and constraints for Services and other things provided by the *Supplier* for the use by the *Client*, *Project Manager*, *Supervisor* or Others or state 'No additional requirements or constraints for Services and other things provided by the *Supplier* for the use by the *Client*, *Project Manager*, *Supervisor* or Others.'

Include details of the facilities and services provided by the *Supplier* for the use of the *Client* and Others, or for its use only, during the contract, including but not limited to the following:

- site accommodation (including IT/welfare)
- plant/ Equipment
- facilities
- utility services / drainage]

Include details of the facilities and services provided by the *Client* for the use of the *Supplier* during the contract.

See NEC4 guidance for suggested inclusions. State what work the *Supplier* is required to do to maintain the above. Refer to ECC clause 25.2.]

The *Supplier* provides the following items of Equipment for the *Client*'s use:

[●]

S1010 Services and other things provided by the *Client*

[State any additional specific requirements and constraints for Services and other things provided by the *Client* or state 'No additional requirements or constraints for Services and other things provided by the *Client.*'

Plant and Materials made available by *Client*:

See NEC4 guidance for suggested inclusions. Refer to ECC clause 25.2.

The *Client* makes available the following Plant and Materials for use by the *Supplier*:

Specify the Plant and Materials to be provided by the *Client* if none state 'none'.]

S1100 Health and safety

S1105 Health and Safety Requirements

[State any additional specific requirements and constraints for health and safety requirements or state 'No additional requirements or constraints for health and safety requirements.'

Specify all relevant requirements for the contract, including but not limited to:

- *Client*'s safety requirements.
- reporting requirements.
- safety management, supervision and qualifications,
- management of Subcontractors,
- drug and alcohol policy and
- site induction procedures.]

S1106 Management of health and safety

[State any additional specific requirements and constraints for management of health and safety or state 'No additional requirements or constraints for management of health and safety.']

S1107 *Supplier*'s health and safety management system

[State any additional specific requirements and constraints for *Supplier*'s health and safety management system or state 'No additional requirements or constraints for *Supplier*'s health and safety management system.']

S1108 Subcontractor's health and safety management system

[State any additional specific requirements and constraints for Subcontractor's health and safety management system or state 'No additional requirements or constraints for Subcontractor's health and safety management system.']

S1111 Action to rectify breaches

[State any additional specific requirements and constraints for action to rectify breaches or state 'No additional requirements or constraints for action to rectify breaches.']

S1112 Health and safety culture

[State any additional specific requirements and constraints for health and safety culture or state 'No additional requirements or constraints for health and safety culture.']

S1113 Health and safety – exchange of information

[State any additional specific requirements and constraints for health and safety – exchange of information or state 'No additional requirements or constraints for health and safety – exchange of information.']

S1114 Asbestos

[State any additional specific requirements and constraints for asbestos or state 'No additional requirements or constraints for asbestos.']

S1115 Health and safety advice

[State any additional specific requirements and constraints for health and safety advice or state 'No additional requirements or constraints for health and safety advice.']

S1116 Health and safety inspections

[State any additional specific requirements and constraints for health inspections or state 'No additional requirements or constraints for health and safety inspections.']

S1117 Health and safety in construction

[State any additional specific requirements and constraints for health and safety in construction or state 'No additional requirements or constraints for health and safety in construction.']

S1118 Incident investigation, reporting and follow-up

[State any additional specific requirements and constraints for incident investigation, reporting and follow up or state 'No additional requirements or constraints for incident investigation, reporting and follow up.']

S1119 Incident statistics

[State any additional specific requirements and constraints for incident statistics or state 'No additional requirements or constraints for incident statistics.']

S1121 Health and safety management audit

[State any additional specific requirements and constraints for health and safety management audit or state 'No additional requirements or constraints for health and safety management audit.']

S1122 CDM compliance

[State any additional specific requirements and constraints for CDM compliance or state 'No additional requirements or constraints for CDM compliance.']

S1123 Health and safety – charity-based incentive schemes

[State any additional specific requirements and constraints for health and safety – charity-based schemes or state 'No additional requirements or constraints for health and safety – charity-based schemes.']

S1124 Particular requirements on Subcontractors

[State any additional specific requirements and constraints for particular requirements on Subcontractors or state 'No additional requirements or constraints for particular requirements on Subcontractors.']

S1125 Management of road risk

[State any additional specific requirements and constraints for management of road risk or state 'No additional requirements or constraints for management of road risk.']

S1127 Substance abuse

[State any additional specific requirements and constraints for substance abuse or state 'No additional requirements or constraints for substance abuse.']

S1128 Security

[State any additional specific requirements and constraints for security or state 'No additional requirements or constraints for security.']

S1129 Employee safety

[State any additional specific requirements and constraints for employee safety or state 'No additional requirements or constraints for employee safety.']

S1130 Method Statement

[State any additional specific requirements and constraints for method statement or state 'No additional requirements or constraints for method statement.'

Detail the operations for which the *Supplier* is required to submit method statements and risk assessments to the *Project Manager* for acceptance.]

S1132 Inspections

[State any additional specific requirements and constraints for inspections or state 'No additional requirements or constraints for inspections.'

State any requirements for review and inspection of *Supplier* health and safety procedures by the *Project Manager.*]

S1133 Deleterious and hazardous materials

[State any additional specific requirements and constraints for deleterious and hazardous materials or state 'No additional requirements or constraints for deleterious and hazardous materials.'

State any restrictions on the use of deleterious and hazardous materials.]

S1134 Pre-Construction Information

[State any additional specific requirements and constraints for pre-construction information or state 'No additional requirements or constraints for pre-construction information.'

Identify the sections of the Pre-Construction Information that are Scope.

Information contained or identified other parts of the Scope should not repeat or become inconsistent with the Pre-Construction Information.]

S1200 Subcontracting

S1205 Restrictions or requirements for subcontracting

[State any additional specific requirements and constraints for restrictions or requirements for subcontracting or state 'No additional requirements or constraints for restrictions or requirements for subcontracting.'

State any restrictions and additional procedures which the *Supplier* must follow.]

S1206 Fair payment

[State any additional specific requirements and constraints for fair payment or state 'No additional requirements or constraints for fair payment.']

S1210 Acceptance procedures

[State any additional specific requirements and constraints for acceptance procedures or state 'No additional requirements or constraints for acceptance procedures.'

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.]

S1215 Contracts Finder

[State any additional specific requirements and constraints for Contracts Finder or state "No other additional requirements or constraints for Contracts Finder"]

S1300 Title

S1305 Marking

[State any additional specific requirements and constraints for marking or state 'No additional requirements or constraints for marking.'

State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the *Supervisor*, for payment and transfer title to the *Client.*

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. Refer to ECC clause 71.1.

If it is envisaged that payment will be made for materials stored off site, include the following requirements for marking the materials to show they are reserved for this contract.]

S1310 Materials from excavation and demolition

[State any additional specific requirements and constraints for materials from excavation and demolition or state 'No additional requirements or constraints for materials from excavation and demolition.'

State any exceptions to the *Supplier*'s title to materials arising from excavations and demolitions.

State if the *Client* wishes to salvage any such material, and if so where they are to be delivered or collected from, and by whom. Refer to ECC clause 73.2.]

S1400 Acceptance or procurement procedure

S1405 Procurement procedures

[State any additional specific requirements and constraints for procurement procedures or state 'No additional requirements or constraints for procurement procedures.'

State any acceptance or procurement procedures which apply in addition to the constraints set out within section S 1210. This is relevant to Options C, D, E and F where payment to the *Supplier* is based upon Defined Cost. The definition of Disallowed Cost refers to acceptance and procurement procedures stated in the Scope.]

S1410 Submission and acceptance procedures

[State any additional specific requirements and constraints for submission and acceptance procedures or state 'No additional requirements or constraints for submission and acceptance procedures.'

State any submission or acceptance procedures which apply in addition to the constraints set out within section S1210.]

S1500 Accounts and records

S1505 Additional records

[State any additional specific requirements and constraints for additional records or state 'No additional requirements or constraints for additional records.'

The contract provides a very broad requirement for records to be maintained for 12 years after the end date. Include any specific additional requirements here, if applicable.]

S1510 Cost verification

[State any additional specific requirements and constraints for cost verification or state 'No additional requirements or constraints for cost verification.']

S1515 Not used

S1520 Records and audit access

[State any additional specific requirements and constraints for records and audit access or state 'No additional requirements or constraints for records and audit access.']

S1600 Ultimate holding company guarantee (Option X4) – NOT USED

S1700 Undertakings to the *Client* or Others (Option X8)

[State any additional specific requirements and constraints for Undertakings to the *Client* or Others or state "No additional requirements or constraints for Undertakings to the *Client* or Others"]

S1800 Intellectual Property Rights

S1805 *Supplier*'s rights over material prepared for the design of the *works*

[State any additional specific requirements and constraints for *Supplier*'s rights over material prepared for the design of the *works* or state 'No additional requirements or constraints for *Supplier*'s rights over material prepared for the design of the *works.*'

Allow here for any exceptions.]

S1810 Other rights to be obtained by the *Supplier*

[State any additional specific requirements and constraints for other rights to be obtained by the *Supplier* or state 'No additional requirements or constraints for other rights to be obtained by the *Supplier.*'

[If technology-based systems and/or services are to be procured as part of the *works* then additional requirements for software and technology are needed.]

S1900 Information modelling (Option X10)

S1905 Information Model Requirements

[State any additional specific requirements and constraints for Information Model Requirements or state 'No additional requirements or constraints for Information Model Requirements.'

Update the following section as appropriate to ensure that it complies with current requirements. Note that this section contemplates a design/build contract and will need amendment where HE engages separate suppliers to undertake design and construction.

The *Supplier* develops its design(s) as a complete Project Information Model. The *Supplier* hosts the Project Information Model on the Common Data Environment (CDE).

The *Supplier* uses the verified Composite Graphical Model for the purposes of, but not limited to:

- *delivery of Asset Information Model (refer to the EIR & ADMM),*
- *Site utilisation planning,*
- *3D co-ordination,*
- *design reviews,*
- *phase planning and programme management (4D),*
- *cost Interrogation and earned value analysis (5D),*
- *safety improvement and communications,*
- *risk management and*
- *sustainability*.

On Completion, the *Supplier* submits a complete "as constructed" Composite Graphical Model, and "as built" drawing definitions and reports.

The *Supplier* records and reports all benefits of BIM to the *Project Manager*, through the approved *Client* efficiency process along with producing relevant case-studies as specified by the *Client*.]

S2000 Performance bond (Option X13) – NOT USED

S2100 Advanced payment to the *Supplier* (Option X14) – NOT USED

S2200 The *Supplier*'s design (Options X15)

S2205 Constraints on use of material

[State any additional specific requirements and constraints for constraints on use of material or state 'No additional requirements or constraints for constraints on use of material.']

S2210 Form of documents to be retained

[State any additional specific requirements and constraints for form of documents to be retained or state 'No additional requirements or constraints for form of documents to be retained.']

S2300 Retention (Option X16) – NOT USED

S2400 Low performance damages (Option X17) – NOT USED

S2450 Key Performance Indicators (Option X20)

S2405 Detailed metrics for Additional Opportunities

[State any additional specific requirements and constraints for detailed metrics for Additional Opportunities or state 'No additional requirements or constraints for detailed metrics for Additional Opportunities.']

S2500 Early *Supplier* Involvement (Option X22)

S2505 Stage One and Stage Two

[State any additional specific requirements and constraints for Stage One and Stage Two or state 'No additional requirements or constraints for Stage One and Stage Two.'

Define Stage One and Stage Two. Examples of how they may be defined may include, for each Stage, reference to:

- design, procurement and construction activities,
- programme,
- deliverables and
- services and other things to be provided by the *Supplier*

Refer to ECC clause X22.1(3).

IMPORTANT – Stage 1 and Stage 2 have the meanings given to them in the Scope.]

S2510 Budget

[State any additional specific requirements and constraints for Budget or state 'No additional requirements or constraints for Budget.'

Detail what is included in the Budget.

State how changes to the Budget would be made.]

S2515 Forecasts

[State any additional specific requirements and constraints for Forecasts or state 'No additional requirements or constraints for Forecasts.'

State requirements for the format of the forecast. This may include information to be included and an example layout. Refer to ECC clause X22.2(2).

Clause 22.2(2) for information (delete this guidance text for scheme contract) 'Within one week of the *Supplier* submitting a forecast for acceptance, the *Project Manager* either accepts the forecast or notifies the *Supplier* of the reasons for not accepting it. A reason for not accepting the forecast is that

- it does not comply with the Scope or
- it includes work which is not necessary for Stage One.']

S2530 Agreement of the Budget and Prices

[State any additional specific requirements and constraints for Agreement of the Prices for Stage Two or state 'No additional requirements or constraints for Agreement of the Prices for Stage Two.'

State any specific requirements of the *Client* for agreeing the Prices for Stage Two. Stage Two cannot proceed unless an agreement is reached. Consider when the Senior Representatives or Dispute Avoidance Board become involved.]

S2535 Stage One design submission procedures and acceptance criteria

[State any additional specific requirements and constraints for Stage One design submission procedures and acceptance criteria or state 'No additional requirements or constraints for Stage One design submission procedures and acceptance criteria,'

State the procedures which the *Supplier* follows in carrying out design that he is responsible for and the procedures for submitting designs for acceptance by the *Project Manager*. Identify which parts of the design are required to be submitted to the *Project Manager* for acceptance.

If necessary, state the criteria for design acceptance by referring to S320 and S2540.

State the form of the document which are to be provided at the end of Stage One.

Refer to ECC clause X22.3(1).

Clause description – The *Supplier* submits its design proposals for Stage Two to the *Project Manager* for acceptance in accordance with the submission procedure stated in the Scope.]

S2540 Stage One *Client* requirements

[State any additional specific requirements and constraints for Stage One *Client* requirements or state 'No additional requirements or constraints for Stage One *Client* requirements.'

State any requirements which apply during Stage One and are in addition to those stated in S320. This may include criteria for refining and optimising the design.

Refer to ECC clause X22.3(3).

Clause description – If the submission is not accepted, the *Project Manager* gives reasons. A reason for not accepting a *Supplier*'s submission is that

- it does not comply with the Scope,
- it will cause the *Client* to incur unnecessary costs to Others or
- the *Project Manager* is not satisfied that the Prices or any changes to the Prices have been properly assessed.]

S2545 Stage One design approvals from Others

[State any requirement for design checks, approvals and consents which the *Supplier* obtains from Others which apply during Stage One and are in addition to those stated in S315.

Refer to ECC clause X22.4(2).

Clause description – The *Supplier* obtains approvals and consents from Others as stated in the Scope.

State any additional specific requirements and constraints for Stage One design approvals from Others or state 'No additional requirements or constraints for Stage One design approvals from Others.']

S2550 Stage One performance requirements

[State any additional specific requirements and constraints for Stage One performance requirements or state 'No additional requirements or constraints for Stage One performance requirements.'

Unless stated elsewhere in the Scope, state objective performance requirements that the *Supplier* is to achieve.

Refer to ECC clause X22.6(3).

Clause description – If the *Project Manager* does not issue a notice to proceed to Stage Two because

- the *Project Manager* and the *Supplier* have not agreed the total of the Process for Stage Two or

- the *Supplier* has failed to achieve the performance requirements stated in the Scope

the *Client* may appoint another contractor to complete the Stage Two *works*.]

S2560 BCR improvement

[State any additional specific requirements and constraints for BCR improvement or state 'No additional requirements or constraints for BCR improvement.']

S2600 Project Bank Account (Option Y(UK)1)

S2605 Adding a supplier

[State any additional specific requirements and constraints for adding a supplier or state 'No additional requirements or constraints for adding a supplier.'

State any restrictions on adding a supplier to the Named Suppliers.]

S2610 PBA Tracker

[State any additional specific requirements and constraints for PBA Tracker or state 'No additional requirements or constraints for PBA Tracker.']

S2700 *Client's* work specifications and drawings

S2705 *Client's* work specification

[State any additional specific requirements and constraints for *Client*'s work specification or state 'No additional requirements or constraints for *Client*'s work specifications. '.

Include Scheme specific information in SHW Appendices:

(i) Appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures;

(ii) Appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures;

(iii) Appendix 0/3: The Numbered Appendices listed in Appendix 0/3.]

S2710 Drawings

[State any additional specific requirements and constraints for *Client*'s drawings or state 'No additional requirements or constraints for *Client*'s drawings.']

Include Scheme specific information in SHW Appendices:

(iv) Appendix 0/4: Drawings]

Annex 1 PCF Deliverables

Annex 2 [For use as needed for Scheme]

Annex 3 [For use as needed for Scheme]

Annex 4 [For use as needed for Scheme]

Annex 5 [For use as needed for Scheme]

Annex 6 [For use as needed for Scheme]

Annex 7 [For use as needed for Scheme]

Annex 8 [For use as needed for Scheme]

Annex 9 [For use as needed for Scheme]

Annex 10 [For use as needed for Scheme]