OUTLINE ECI BRIEF

***[THIS DOCUMENT HAS BEEN PREPARED AS AN OUTLINE DOCUMENT FOR THE PURPOSES OF PROVIDING A HIGH-LEVEL FRAMEWORK FOR DEVELOPMENT OF A PROJECT-SPECIFIC “ECI BRIEF” FOR INCLUSION IN AN ECI HCI-2022]***

1. **Background**

***[INSERT A HIGH-LEVEL OVERVIEW OF THE BACKGROUND TO THE PROJECT AND THE ENGAGEMENT OF THE CONTRACTOR]***

* 1. **Background**
     1. ***[INSERT]***
  2. **Program**

***[INSERT, NOTING INITIAL GUIDANCE IS SET OUT BELOW]***

The key objective of the IPACE Infrastructure Directorate’s Program is to deliver, and coordinate the maintenance of, security-related facilities and infrastructure in partner nations, contributing to building a region that is economically stable, strategically secure, capable and politically sovereign. The other outcomes and objectives of the Program are as set out in the IPACE "Infrastructure Benefits Management Plan" available on DEQMS or such other location notified by the Contract Administrator, as amended from time to time.

* 1. **The Project and the Works**
     1. ***[INSERT]***
  2. **Key Issues and Risks**
     1. ***[INSERT]***
  3. **Design Objectives and Principles**
     1. ***[INSERT]***
  4. **This ECI Brief**

Without limiting any provision of the Conditions of Contract, this ECI Brief describes the ECI Activities to be performed by the Contractor during the Planning Phase.

1. **Design Review and Input**

***[UPDATE THIS SECTION, INCLUDING TO ALIGN WITH THE STAGING AND OTHER REQUIREMENTS UNDER THE DSCI]***

* 1. Without limiting clause 2.3 of the Conditions of Contract, the Contractor must:
     1. undertake a comprehensive review of each iteration of the Planning Phase Design Documentation to maximise achievement of the ECI Objectives including to identify any:
        1. buildability, quality, constructability, maintainability and operability issues, including with respect to the proposed construction techniques and methodology and material selections;
        2. work health and safety impacts of the design;
        3. benefits or efficiencies that could be gained by adopting different options during design and construction, including benefits or efficiencies with respect to manufacture, storage, handling, fabrication, logistics, installation or maintenance which could be gained by utilising different materials (including having regard to the local availability of materials and to whether local trades have the requisite skill to install, replace and maintain those materials);
        4. innovative solutions to maximise local industry opportunities, involvement and capability and how such innovative solutions could be implemented;
        5. alternatives that may be available to minimise construction problems and defects;
        6. innovative materials or techniques that could be adopted including to improve safety, reduce costs, reduce operation and maintenance issues and improve ESD and WOL outcomes; and
        7. ***[INSERT ANY OTHERS]***;
     2. within the period specified in the Planning Phase Program, provide written comments to the Design Consultant and the Contract Administrator with respect to:
        1. all matters identified by the Contractor in undertaking its review of the Planning Phase Design Documentation under paragraph (a); and
        2. the options available to the Commonwealth, and the Contractor's recommendations, to address each of the matters identified by the Contractor;
     3. work proactively with the Design Consultant and the Contract Administrator to resolve and address in subsequent iterations of the Planning Phase Design Documentation each of the matters identified, and recommendations made, by the Contractor;
     4. maintain a register of the matters identified, and recommendations made, by the Contractor and the manner in which each has been managed or addressed; and
     5. promptly provide any additional input, advice or information with respect to or required to enable the preparation of further iterations of the Planning Phase Design Documentation sought by the Design Consultant or the Contract Administrator from time to time.

1. **Building Materials**
   1. Without limiting section 2, the Contractor must provide with each iteration of the Planning Phase Design Documentation comments in respect of the key building materials proposed in that Planning Phase Design Documentation of:
      1. the ease of manufacture, storage, handling and fabrication of the proposed building material;
      2. the durability of the proposed building material (including the potential for corrosiveness or otherwise);
      3. the maintenance regime for the proposed building material;
      4. the adequacy of the proposed building material with respect to the environment in which the Works will be undertaken;
      5. the local availability of the proposed building material (including in respect of replacement and ongoing maintenance);
      6. whether local trades have the requisite skill to install the proposed building material and to carry out ongoing replacement and maintenance work;
      7. an assessment of the proposed building material in the context of promoting achievement of the ESD Principles and WOL Objectives;
      8. a WOL Cost analysis of the proposed building material;
      9. any alternative building material to those proposed, including to provide the details in paragraphs (a) – (h) above in respect of that alternative; and
      10. any other information required by the Contract Administrator.
2. **Other Documentation and Information**
   1. The Contractor must assist with the preparation of documentation, and provide any relevant information or input required, in respect of:
      1. Approvals and Statutory Requirements;
      2. interactions with user groups and stakeholders; and
      3. ***[INSERT ANY OTHERS]***.
3. **Cost Planning and Value Management**
   1. Without limiting clause 2.6 of the Conditions of Contract, the Contractor must:
      1. attend all value management workshops convened by or notified to the Contractor by the Contract Administrator; and
      2. identify and recommend cost savings and efficiencies in areas such as programming, construction methodology, materials supply, logistics, schedule management, staging or in any other area of the Project in which cost efficiencies may be able to be achieved and value for money outcomes improved, including by reference to achievement of ESD and WOL outcomes; and
      3. ***[INSERT ANY ADDITIONAL REQUIREMENTS]***.
   2. Without limiting clause 2.6 of the Conditions of Contract, the Contractor must, within ***[INSERT]*** days after each value management workshop, prepare and submit to the Contract Administrator a report which is in a form approved by the Contract Administrator and contains an executive summary and details of:
      1. the value management workshop;
      2. the potential areas in which cost savings and efficiencies may be achieved and value for money outcomes improved;
      3. changes in materials, systems of details of construction which have occurred during the preparation of the Design Documentation;
      4. known changes in the market for, and costs of, materials, labour and services;
      5. expected cash flow in accordance with the Contractor’s then current Delivery Phase Program;
      6. the Contractor's recommendations in respect of the areas detailed in paragraphs (b) - (e); and
      7. any other information required by the Contract Administrator.
4. **Programming and Program Management** 
   1. Without limiting clause 2.5 of the Conditions of Contract, the Contractor must:
      1. attend all programming meetings convened by or notified to the Contractor by the Contract Administrator;
      2. identify and recommend time efficiencies in areas such as construction methodology, materials supply, logistics, schedule management, staging or in any other area of the Project in which time savings or efficiencies may be able to be achieved; and
      3. ***[INSERT ANY ADDITIONAL REQUIREMENTS]***.
5. **Site Investigations** 
   1. The Contractor must:
      1. undertake due diligence enquiries to identify and assess potential risks associated with the Site and provide options for the management of those risks;
      2. make recommendations to the Contract Administrator with respect to any site inspections, tests, investigations or risk reduction studies that the Contractor considers should be carried out to achieve better value for money for the Commonwealth, having regard to the outcome of any investigations and studies carried out by the Design Consultant and any other matters identified by the Contractor in the course of performing the ECI Activities; and
      3. ***[INSERT]***.
6. **Risk Management**
   1. The Contractor must:
      1. attend all risk management workshops convened by or notified to the Contractor by the Contract Administrator; and
      2. identify areas of risk and make recommendations as to how those risks could be managed and mitigated.
   2. The Contractor must, within ***[INSERT]*** business days after each risk management workshop, prepare and submit to the Contract Administrator a report which is in a form approved by the Contract Administrator and contains an executive summary and details of:
      1. the risk management workshop;
      2. the areas of risk and the manner in which those risks could be managed and mitigated;
      3. the Contractor's recommendations in respect of those areas; and
      4. any other information required by the Contract Administrator.
7. **Lessons Learned**
   1. The Contractor must:
      1. adopt a process of continuous improvement and a "lessons learned" approach in the performance of the ECI Activities; and
      2. capture "lessons learned" from the Project during the Planning Phase for the benefit of the Commonwealth.
   2. The Contractor must prepare and maintain a "Lessons Learned Register" for the Project in accordance with the format approved by the Contract Administrator.
8. **Meetings and Workshops**
   1. Without limiting clause 3.9 of the Conditions of Contract, the Contractor must attend:
      1. ***[INCLUDE DETAILS OF ANY OTHER MEETINGS, WORKSHOPS AND RELATED DELIVERABLES E.G. MINUTES]***.
9. **Site Access and Security**

***[INSERT ANY SPECIFIC REQUIREMENTS REGARDING SITE ACCESS DURING THE PLANNING PHASE, E.G. SITE PASSES, AND RESPONSIBILITY FOR APPLYING FOR AND OBTAINING THESE]***

1. **Co-Ordination With Other Projects**

***[INSERT DETAILS OF OTHER PROJECTS AT THE SITE(S) AND THE CONTRACTOR’S OBLIGATIONS IN RESPECT OF THESE E.G. ATTENDING/CONVENING CO-ORDINATION MEETINGS, PREPARING THE DELIVERY PHASE PROGRAM AND CONSIDERATION OF STAGING SO AS TO MITIGATE AGAINST POTENTIAL PROGRAM AND OTHER RISKS]***

1. **Indicative Preliminaries and Delivery Phase Requirements**
   1. Attachment 1 to this ECI Brief sets out the indicative preliminaries and other Delivery Phase requirements as at the Award Date. These will be subject to further development by the Design Consultant and Contract Administrator in consultation with the Contractor during the Planning Phase and once finalised will form part of the Works Description.
2. **Other ECI Activities**

***[INSERT]***

1. **Matters Incidental to the ECI Activities**
   1. The ECI Activities include all other activities that are incidental or ancillary to the activities described in this ECI Brief as are required by the Contract Administrator from time to time and which may include attendance and participation at meetings, preparation of reports, site and off-site inspections and research.

**Attachment 1 - Indicative Preliminaries and Delivery Phase Requirements**

***[INSERT ANY SPECIFIC REQUIREMENTS IN RESPECT OF PRELIMINARIES AND OTHER REQUIREMENTS FOR THE DELIVERY PHASE AS KNOWN AT TIME OF TENDER, NOTING THAT THESE WILL ASSIST TENDERERS IN THE DEVELOPMENT OF THEIR INDICATIVE DELIVERY PHASE PRICE]***