[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 HEAD CONTRACT******– TWO CONTRACTOR PLANNING PHASE APPROACH]***

1. **Background and Overview**

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

* 1. **Background**
     1. ***[INSERT]***
  2. **The Project and the Works**
     1. ***[INSERT]***
  3. **Key Issues and Risks**
     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 DESIGN SERVICES CONTRACT]***

* 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. alternatives that may be available to minimise construction problems and defects;
        5. innovative materials or techniques that could be adopted including to improve safety, reduce costs, reduce operation and maintenance issues and improve WOL outcomes; and
        6. ***[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 and cooperatively with the Design Consultant, the Contract Administrator and, as applicable, the Other ECI Contractor:
        1. to resolve and address in subsequent iterations of the Planning Phase Design Documentation each of the matters identified, and recommendations made, by the Contractor; and
        2. in any event, in relation to matters relating to the ECI Activities;
     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 clause 18.3 of the Conditions of Contract or section 2, the Contractor must provide with its comments on each iteration of the Planning Phase Design Documentation a report which sets out details of the key building materials selected and, for each discrete building material selected, details of:
      1. the reasoning for the proposed selection;
      2. the ease of manufacture, storage, handling and fabrication of the building material;
      3. the durability of the building material (including the potential for corrosiveness or otherwise);
      4. the appearance of the building material;
      5. the maintenance regime for the building material;
      6. the adequacy of the building material with respect to the environment in which the Works will be undertaken;
      7. the local availability of the building material (including in respect of replacement and ongoing maintenance);
      8. whether local trades have the requisite skill to install the building material and to carry out ongoing replacement and maintenance work;
      9. an assessment of the building material in the context of promoting achievement of the WOL Objectives;
      10. a WOL Cost analysis of the building material;
      11. a plan for any maintenance savings over the life of the Works;
      12. the flexibility and adaptability features of the building material; and
      13. 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, which may include attendance by the Other ECI Contractor; and
      2. identify and recommend cost savings in areas such as programming, construction methodology, materials supply, logistics, schedule management, staging or in any other area of the Project in which cost savings may be able to be achieved and value for money outcomes improved; 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 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 savings 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 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, which may include attendance by the Other ECI Contractor; 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, DCACs 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 certain other Delivery Phase requirements (other than the Planning Phase Design Documentation) 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, together with the Planning Phase Design Documentation.
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 CERTAIN OTHER REQUIREMENTS (OTHER THAN THE PLANNING PHASE DESIGN DOCUMENTATION) 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]***