

3.4 CLIENT'S SCOPE

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

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

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

Example Scope structure

The numbering system used below is indicative.

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

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

Guidance and checklist

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

S 100 Description of the works

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

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

S 200 General constraints on how the Contractor Provides the Works

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

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

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

CHECKLIST	EXPLANATION	
S 205 General constraints	<p>Restrictions on:</p> <ul style="list-style-type: none"> ▪ Use of the Site. ▪ Access to the Site. ▪ Deliveries. ▪ Noise and vibrations. ▪ Working hours. ▪ Parking. ▪ Use of cranes. ▪ Use (or non use) of explosives. ▪ Restrictions on the use of hazardous materials. ▪ Storage of fuel and chemicals. ▪ Pollution, ecological or environmental impacts. ▪ Archaeological requirements. ▪ Interfaces between the works and existing things. ▪ Occupied premises and users. ▪ Client specific policies and procedures. ▪ Constraints imposed to meet requirements of Others (for example funders). 	CHAPTER 1
S 210 Confidentiality	Confidentiality and publicity restrictions, and any acceptance procedures.	CHAPTER 2
S 215 Security and protection of the Site	Security requirements for the Site and protection of the public.	CHAPTER 3
S 220 Security and identification of people	Security, vetting and identification of people working on or visiting the Site.	CHAPTER 4
S 225 Protection of existing structures and services	Specific requirements for the protection of existing structures, services, mains, trees and other plants. Requirements for maintenance of existing services. Procedures for working on existing structures and services.	CHAPTER 5
S 230 Protection of the works	Refer to Site Information for location of existing things to be protected or procedures for identifying them.	CHAPTER 6
S 235 Cleanliness of roads	Specific requirements for the protection of the works against damage.	CHAPTER 7
S 240 Traffic management	Requirements agreed with authorities for protecting and cleaning of access roads to the Site.	CHAPTER 8
S 245 Condition survey	Requirements and procedures for management of traffic, road closures and public highways. Communication and information requirements.	CHAPTER 9
S 250 Consideration of Others	Condition surveys to be carried out by the Contractor and any associated reinstatement works.	CHAPTER 10
S 255 Industrial relations	Restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises.	CHAPTER 11
S 260 Control of works	Specific requirements for the Contractor to comply with any industrial relations policies.	CHAPTER 12
S 265 Site cleanliness	Requirements for permits or licences, for example permit to work procedures.	CHAPTER 13
S 270 Waste materials	Keeping the Site clean and tidy.	APPENDIX 1
	Removal of waste and restrictions on the disposal of waste material.	
	Requirements for recycling.	

S 300 Contractor's design

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

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

S 340 Client's requirements Identify any Client requirements for the design of Equipment.

ECC 23.1

S 400 Completion

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

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

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

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

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

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

S 500 Programme

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

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

S 600 Quality management

Detail the requirements for quality control and management.

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

S 700 Tests and inspections

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

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

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

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

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

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

S 800 Management of the works

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

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

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

S 900 Working with the *Client* and Others

Detail the activities of Others within the Working Areas.

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

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

S 1000 Services and other things to be provided

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

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

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

S 1100 Health and safety

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

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

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

S 1200 Subcontracting

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

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

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

CHECKLIST	EXPLANATION
S 1205 Restrictions or requirements for subcontracting	State any restrictions and additional procedures which the <i>Contractor</i> must follow.
S 1210 Acceptance procedures	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.
ECC C, D, E 11.2(26) ECC F 11.2(27)	

S 1300 Title

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

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

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

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

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

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

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

S 1600 Ultimate holding company guarantee (Option X4)

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

CHECKLIST	EXPLANATION
-----------	-------------

S 1605 Form of ultimate holding company guarantee Include the form of ultimate holding company guarantee.

ECC X4.1

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

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

CHECKLIST	EXPLANATION
-----------	-------------

S 1705 *Undertakings to Others* Include the form of *undertakings to Others*.

ECC X8.4

S 1710 *Subcontractor undertakings to Others* Include the form of *undertakings to Others*.

ECC X8.4

S 1715 *Subcontractor undertakings to the Client* Include the form of *undertakings to the Client*.

ECC X8.4

S 1800 Transfer of rights (Option X9)

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

CHECKLIST	EXPLANATION
-----------	-------------

S 1805 *Contractor's rights over material prepared for the design of the works* State any exceptions to the *Client's* ownership of the *Contractor's* rights over material prepared for the design of the works.

ECC X9.1

S 1810 *Other rights to be obtained by the Contractor* Detail other rights for the *Client* which the *Contractor* obtains from *Others* and / or *Subcontractors*.

ECC X9.1

Detail the document the *Contractor* provides confirming the transfer of these other rights.

S 1900 Information modelling (Option X10)

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

S 2000 Performance bond (Option X13)

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

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

S 2100 Advanced payment to the Contractor (Option X14)

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

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

S 2200 The Contractor's design (Option X15)

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

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

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

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

S 2400 Low performance damages (Option X17)

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

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

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

Option X22 is flexible and allows for two alternate approaches:

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

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

CHECKLIST	EXPLANATION
S 2505 Stage One and Two	Define Stage One and Stage Two. Examples of how they may be defined may include, for each Stage, reference to:
ECC X22.1(3)	<ul style="list-style-type: none"> • Design, procurement and construction activities. • Programme. • Deliverables. • Services and other things to be provided by the Contractor.
S 2510 Budget	Detail what is included in the Budget.
	State how changes to the Budget would be made.
S 2515 Stage One forecasts	State requirements for the format of the forecast. This may include information to be included and an example layout.
ECC X22.2(2)	
S 2520 Pricing Information	State how the Pricing Information is to be used in developing the Prices for Stage Two.
S 2525 Total of the Prices	State any specific requirements for how the Activity Schedule is created if Option C is used, or how the forecast total of the Prices is to be presented for Option E.
S 2530 Agreement of the Prices for Stage Two	State any specific requirements of the 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.
S 2535 Stage One design submission procedures and acceptance criteria	State the procedures which the Contractor 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.
ECC X22.3(1)	If necessary, state the criteria for design acceptance by referring to S 320 and S 2540.
	State the form of the documents which are to be provided at the end of Stage One.
S 2540 Stage One Client requirements	State any requirements which apply during Stage One and are in addition to those stated in S 320. This may include criteria for refining and optimising the design.
ECC X22.3(3)	
S 2545 Stage One design approvals from Others	State any requirement for design checks, approvals and consents which the Contractor obtains from Others which apply during Stage One and are in addition to those stated in S 315.
ECC X22.4(2)	
ECC X22.6(1)	
S 2550 Stage One performance requirements	Unless stated elsewhere in the Scope, state objective performance requirements that the Contractor is to achieve.
ECC X22.6(3)	

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

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

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

S 2700 Client's work specifications and drawings

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

Guidance for including work specifications is provided in section 3.2.

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

S 1900 Information modelling (Option X10)

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

S 2000 Performance bond (Option X13)

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

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

S 2100 Advanced payment to the Contractor (Option X14)

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

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

S 2200 The Contractor's design (Option X15)

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

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

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

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

S 2400 Low performance damages (Option X17)

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

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

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

Option X22 is flexible and allows for two alternate approaches:

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

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

CHECKLIST	EXPLANATION
S 2505 Stage One and Two	Define Stage One and Stage Two. Examples of how they may be defined may include, for each Stage, reference to:
ECC X22.1(3)	<ul style="list-style-type: none"> • Design, procurement and construction activities. • Programme. • Deliverables. • Services and other things to be provided by the Contractor.
S 2510 Budget	Detail what is included in the Budget.
	State how changes to the Budget would be made.
S 2515 Stage One forecasts	State requirements for the format of the forecast. This may include information to be included and an example layout.
ECC X22.2(2)	
S 2520 Pricing Information	State how the Pricing Information is to be used in developing the Prices for Stage Two.
S 2525 Total of the Prices	State any specific requirements for how the Activity Schedule is created if Option C is used, or how the forecast total of the Prices is to be presented for Option E.
S 2530 Agreement of the Prices for Stage Two	State any specific requirements of the 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.
S 2535 Stage One design submission procedures and acceptance criteria	State the procedures which the Contractor 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.
ECC X22.3(1)	If necessary, state the criteria for design acceptance by referring to S 320 and S 2540.
	State the form of the documents which are to be provided at the end of Stage One.
S 2540 Stage One Client requirements	State any requirements which apply during Stage One and are in addition to those stated in S 320. This may include criteria for refining and optimising the design.
ECC X22.3(3)	
S 2545 Stage One design approvals from Others	State any requirement for design checks, approvals and consents which the Contractor obtains from Others which apply during Stage One and are in addition to those stated in S 315.
ECC X22.4(2)	
ECC X22.6(1)	
S 2550 Stage One performance requirements	Unless stated elsewhere in the Scope, state objective performance requirements that the Contractor is to achieve.
ECC X22.6(3)	

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

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

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

S 2700 Client's work specifications and drawings

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

Guidance for including work specifications is provided in section 3.2.

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

3.5 SCOPE PROVIDED BY THE CONTRACTOR FOR ITS DESIGN

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

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

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

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

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

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

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

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