Roads

Volume 6
Early Contractor Involvement
(ECI) Contract

Introduction

February 2009
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INTRODUCTION

1 USING THIS MANUAL

1.1 General Layout

The manual has been structured around three flow-charts of the ECI process. Each major heading is based on a 'Process' step and the sub-headings are based on the 'Activities'. Each activity has a description of context and process and at the end of each process step there is a checklist of outputs.

1.2 Glossary of Terms

Table 1.1 – Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>A road and/or bridge constructor</td>
</tr>
<tr>
<td>Defects Liability Period</td>
<td>The period of time commencing on the date of Practical Completion during which the Contractor is responsible for the correction of any omissions and defects</td>
</tr>
<tr>
<td>Designer</td>
<td>Consultants engaged by the Principal or Contractor to assist in preparing the Design Documentation</td>
</tr>
<tr>
<td>Early Works</td>
<td>Any work under the Contract directed by the Principal's Representative prior to the Date of Commencement of Stage 2</td>
</tr>
<tr>
<td>Final Certificate</td>
<td>Issued to the Contractor by the Principal's Representative and signifies the end of the Defects Liability Period</td>
</tr>
<tr>
<td>Formal Instrument of Agreement</td>
<td>A formal, written statement of agreement between the Principal and the Contractor which is issued after the Date of Acceptance of Tender</td>
</tr>
<tr>
<td>IE (Independent Estimator)</td>
<td>A suitably qualified and experienced person appointed to ensure the rates, overheads and margins submitted by the Contractor are consistent with the requirements of the tender documents</td>
</tr>
<tr>
<td>Maintenance Period</td>
<td>Period for which the Contractor must maintain the work (not to be confused with the Defects Liability Period)</td>
</tr>
<tr>
<td>OnQ</td>
<td>Main Roads Project Management Framework</td>
</tr>
<tr>
<td>Open Book</td>
<td>The Contractor will share all information and documentation of the financial costs of performing the work under the Contract on a transparent and full disclosure basis</td>
</tr>
<tr>
<td>Partnering</td>
<td>A relationship where the parties to the Contract form a relationship of teamwork, cooperation and good faith performance</td>
</tr>
<tr>
<td>Practical Completion</td>
<td>The stage in the execution of the Contract when the Works are complete and safe for use, except for minor omissions and minor defects</td>
</tr>
<tr>
<td>Principal</td>
<td>The State of Queensland acting through the Department of Main Roads</td>
</tr>
<tr>
<td>Principal Arranged Insurance</td>
<td>The Contract works and general and product liability insurance policies effected and maintained by the Principal</td>
</tr>
<tr>
<td>Principal's Representative</td>
<td>A person appointed by the Principal to administer the contract in accordance with the General Conditions of Contract. This role is similar to that of the Superintendent on a construct only contract but is not required to be independent of the Principal</td>
</tr>
<tr>
<td>Principal's Representative's Agent</td>
<td>A person nominated by the Principal's Representative to undertake specific delegated duties. There may be more than one, provided they do not exercise the same function</td>
</tr>
<tr>
<td>Probity</td>
<td>A process of ensuring the integrity of the tendering process and the equal treatment of all Tenderers</td>
</tr>
</tbody>
</table>
Term | Definition
--- | ---
PA (Probity Advisor) | A suitably qualified and experienced person appointed to provide independent advice on probity issues during the tender assessment period
PTN (Post Tender Negotiation) | Negotiation with the preferred Tenderer to gain acceptance of any conditions and to negotiate rates/times for Stage 1, possible incentivisation and other aspects of the Contract
Stage 2 Offer | The Offer submitted by the Contractor for finalisation of Detailed Design and construction of the Works
TAP (Tender Assessment Panel) | The group of persons nominated by the Principal to assess tenders in accordance with the selection criteria and to make a recommendation on the tender which would, in their opinion, provide best value for Main Roads
TEP (Tender Evaluation Plan) | Details the procedures, policies, responsibilities, controls and anticipated outcomes of the tender evaluation process
Termination for Convenience | The Principal has the right to terminate the Contract at the end of Stage 1 should agreement not be reached on the Stage 2 Offer.
VFM (Value for Money) | The concept of value for money is not restricted to price alone – it must include consideration of contribution to the advancement of Government priorities and whole of life costs

Table 1.2 – Acronyms

| Acronym | Meaning |
--- | ---|
ECI | Early Contractor Involvement |
FAP | Financial Approval Process |
KRA | Key Result Areas |
MRPDS | Main Roads Project Delivery System |
NASTO | Notice of Acceptance of Stage Two Offer |
PMP | Project Management Plan |
QBS | Qualification Based Selection |
RAMP | Risk Adjusted Maximum Price |
RAP | Risk Adjusted Price |
RIP | Roads Implementation Program |

2 OVERVIEW

2.1 Background

In 2003, Main Roads recognised the construction industry would be stretched to deliver its predicted future program of works. To achieve value for money in these conditions and to alleviate the strain on industry and best utilise market capacity, it introduced a new delivery option, Early Contractor Involvement (ECI).

Having originated in the UK, the Main Roads ECI Contract was subsequently significantly modified following extensive research into good and bad experiences with its application. A rigorous process, involving key stakeholders, assessed ECI’s potential to address the reality of diminished resources and high work loads in government and industry.

The Main Roads ECI can best be described as a negotiated Design & Construct (D&C) Contract, though there is the possibility that Stage 2 could be amended to construct-only. The delivery method uses both price and non-price selection criteria at predetermined stages of the selection process, with the Principal, Constructor and Designer working together to develop the design, programme, budget and risk allocation...
model. This combined input allows informed decision-making early in the process, which can have a significant impact on project outcomes.

The ECI uses a single Contract to cover both Stages 1 and 2. The initial financial approval is sought for Stage 1 and, if the Stage 2 Offer is accepted, a "Deed of Variation" is submitted to fund the construction phase. Regardless of whether the Principal accepts the Contractor's Stage 2 Offer or not, the project design function can continue seamlessly across both stages.

The ECI model also has the flexibility to cater for a program of works with an established team who have demonstrated high performance. The established team is able to take full advantage of learnings achieved on prior packages of work, and can optimise the design scope as well as incorporating productivity savings into costing of subsequent work packages.

During Stage 1, the Contractor works under a service agreement and develops, in partnership with the Designer and the Principal, the design to a point where it can be accurately priced. This is an interactive stage between the three parties, with quick exploration of options and decision-making. Stage 1 concludes with the Contractor submitting a Stage 2 Offer.

The Stage 2 Offer can be either a Risk Adjusted Price (RAP) or a Risk Adjusted Maximum Price (RAMP) for the agreed risk allocation and design. The Principal has the right to terminate the Contract should agreement not be reached and can then tender the Works as 'construct-only'.

Stage 2 is similar to a D&C Contract where the Contractor is responsible for design and construction. Depending on the agreed risk profile, payment can be through a combination of a lump sum, schedule of rates, Daywork components or a guaranteed maximum price. The Principal takes responsibility for the contract administration and surveillance.

2.2 ECI Stages

2.2.1 The Stages in Summary

The ECI format utilises a two-stage process to select the right Contractor for the job. This manual describes these two stages as well as the activities required to establish and plan the process. For convenience, these activities are referred to as "Stage 0 – Establishment of the Contract". A brief overview of each stage is given in the following flowcharts; detailed descriptions are provided in later sections of the manual.
2.2.2 Stage 0 – Establishment of the Contract

This stage includes tender planning and tendering activities, culminating in the awarding of a contract before progressing to Stage 1. A Preferred Tenderer is chosen from a field of prospective Respondents on the basis of non-price selection criteria and some input cost related criteria. Once chosen, an assessment is made of tendered rates for Stage 1 activities.

Inputs
- Approved Business Case
- Novated Design details (if applicable)
- Tender Responses (1st Envelope)
- 2nd Envelope
- Principal’s Decision to Proceed to Stage 1

Process
- Firm Intent to Tender
- Tender Planning
- Start Tender Period
- Close Tender Period
- Establish Preferred Tenderer
- Tenderer Consideration

Activities
- Project Planning
- Confirm Delivery Method
- Appoint Independent Estimator & Proptly Advisor
- Funding Approvals
- Tender Program
- Team Establishment
- Early Designer Engagement
- Tender Selection Process Preparation
- Tender Document Formation
- Establish Tenderer Field
- Industry Briefing
- Calling Tenders
- Tenderer Meeting
- Tenderer Communication
- Open Tenders & Distribute
- Desktop Evaluation
- Panel Moderation & Short-listing
- Interview Preparation
- Interviews & Reference Checks
- Preferred Tenderer Selection
- Opening the 2nd Envelope
- Conduct Financial Audit Check
- Discussions (incl. Commercial) with Preferred Tenderer
- Recommendation to Principal
- Seek Stage 1 Financial Approval
- Notify Contractor of Stage 1 Acceptance
- Early Works Discussions
- Request Stage 1 Budget & Program
- Signing the Contract
- Feedback to Unsuccessful Tenderers

Outputs
- Project Management Plan
- Independent Estimator & Propty Advisor Appointments
- Contract Admin Team
- Tender Documents
- Tender Evaluation Plan
- Decision on Novation of Design/Designer
- Industry Briefing Minutes
- Notice to Tenderers
- Workshop Outputs Report
- Schedule of Tenders Received
- Panel Evaluation & Moderation Data
- Interview Questions
- Interview Schedule
- Records of Agreements and Discussions
- Financial Audit Report
- TAP Report
- Report on Interpretation of Tender Documents
- Stage 1 Financial Approval
- Letter of Acceptance
- Record of Early Works Discussion
- Notification of Principal Contractor (Early Works Only)
- Possession of Site (Limited?) (Early Works Only)
- formal Instrument of Agreement
2.2.3 Stage 1 – Development of the Stage 2 Offer

Two key elements are built in this stage: strong relationships between all parties and the Stage 2 Offer, both of which are based on significant interaction with Main Roads personnel.
2.2.4 Stage 2 – Construction of the Works

If the Stage 2 Offer is accepted, the project moves into detailed planning and design and construction. This is the desired result for all concerned. If the Offer is not accepted, the design is completed so that tender documents can be developed and the Works advertised as a construct-only contract. The Stage 1 Contractor will not be invited to tender.

<table>
<thead>
<tr>
<th>Inputs</th>
<th>Process</th>
<th>Activities</th>
<th>Outputs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepted Stage 2 Offer &amp; Contract Documents</td>
<td>STAGE 1</td>
<td>• Establish ‘Construction’ Team</td>
<td>• Notification of Principal Contractor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Complete Kick-off Activities</td>
<td>• Principal Arranged Insurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contractor Obligations</td>
<td>• Possession of Site</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Principal Obligations</td>
<td>• Partnering Workshop Outputs Report</td>
</tr>
<tr>
<td>Detailed Planning &amp; Design</td>
<td></td>
<td>• Team Negotiations</td>
<td>• Pre-Start Conference Minutes</td>
</tr>
<tr>
<td>Construct the Works</td>
<td></td>
<td>• Workshops and Meetings</td>
<td>• Detailed Design</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Project Management Meetings</td>
<td>• Construction Documentation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Partnering Meetings</td>
<td>• Finalised Management Plans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Site Meetings</td>
<td>• Agreed Risk Register</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Progress Claims</td>
<td>• Meeting Minutes</td>
</tr>
<tr>
<td>Finalise the Contract</td>
<td></td>
<td>• Practical Completion</td>
<td>• Monthly Reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Final Certificate</td>
<td>• Principal's Rep/Agent Reports</td>
</tr>
<tr>
<td>Close Out the Project</td>
<td></td>
<td>• Finalise Compensation</td>
<td>• Certificate of Practical Completion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Conduct Close-out Activities</td>
<td>• Defect Lists</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Certificate of Final Completion</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Finalisation Report</td>
</tr>
</tbody>
</table>
3 ECI CONCEPTS

3.1 Benefits of Early Involvement

Bringing the Contractor in early and allowing their input into the planning and design, ensures a broader focus and allows for a shared understanding of the project by the Principal, Designer and Contractor. Early involvement minimises resource requirements from industry during the tendering stage and provides flexibility in each stage, allowing for a range of design scenarios, sensible allocation and treatment of risk and the development of appropriate contract documents for the proposed scope, timing, budget and risk profile. Project risk is appropriately allocated before construction commences and may result in some risks being retained by the Principal to optimise value for the project.

The opt-out provision at the end of Stage 1 ensures a fine balance between incentive and penalty, thereby promo ting strong consideration of all project aspects.

Table 3.1 – Benefits of Early Involvement

<table>
<thead>
<tr>
<th>ECI Contract</th>
<th>Stage 1</th>
<th>Stage 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Good fit for a resource-constrained market;</td>
<td>• Opportunity to understand project drivers and what constitutes a successful outcome;</td>
<td>• Clarity of the key objectives and team alignment;</td>
</tr>
<tr>
<td>• Utilises full team potential of the Principal, Contractor and Designer;</td>
<td>• Develop a clear understanding of the project scope;</td>
<td>• Good understanding of the issues and how they are to be addressed;</td>
</tr>
<tr>
<td>• Develops and maintains good relationships;</td>
<td>• Contribution from all parties in design development options;</td>
<td>• Good understanding and team-based approach to the management of risk and opportunity;</td>
</tr>
<tr>
<td>• Effective use of resources;</td>
<td>• A team approach to risk allocation;</td>
<td>• A clear focus on the non-price objectives from a position of clear understanding and expectation of what will be delivered; and</td>
</tr>
<tr>
<td>• Constructability is built into design;</td>
<td>• Opportunity to ensure issues are understood from all viewpoints, and mitigation strategies are considered in light of impacts to each participant;</td>
<td>• Good integration of roles and complementary effort between all parties;</td>
</tr>
<tr>
<td>• Contractor ownership of design reduces potential for variation claims;</td>
<td>• Time benefits to the Contractor in optimising resource planning and timing for Stage 2;</td>
<td>• 100% focus on project objectives, rather than competitive tender strategies; and</td>
</tr>
<tr>
<td>• Better Contractor understanding of the project and the Principal's needs;</td>
<td>• 100% focus on project objectives, rather than competitive tender strategies; and</td>
<td>• A preliminary design and offer that reflects the &quot;best fit&quot; for the project</td>
</tr>
<tr>
<td>• Reduced Tenderer costs;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Shortened delivery time; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Increased opportunity for innovation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.2 Optimising Main Roads and Industry Resources

Once the initial tendering process is complete, the Principal is able to have significant up-front input into the project at a stage when influence over direction and philosophy can be most effective. The Principal is then able to withdraw its high-level resources from Stage 2, allowing Designers and Constructors to get on with what they do best.

The collaborative Stage 1 environment allows each organisation to effectively target their resources on the basis of their skills and experience while, at the same time, encouraging cross-fertilisation of ideas and knowledge.
The ECI process maintains the integrity of typical contract administration and, in this, differs from other relationship contracting models which require a different form of surveillance process.

3.3 **Accelerated Project Start**

Early involvement means that construction issues can be injected into land requirements and environmental treatments, and the Contractor can gain a much better appreciation of overall risks and the context of the Works.

The two-stage process can speed up delivery by enabling the Contractor to be engaged before land acquisition is finalised and environmental/cultural heritage clearances have been obtained. It can also allow for some construction to commence while detailed planning and design is progressed.

Where it is necessary to deliver projects within tight timeframes, it is possible to engage the Contractor for Early Works during Stage 1, or to start preparing the site for construction.

3.4 **Financial and Other Approvals**

The [Financial Administration and Audit Act 1977](#) requires separate approvals to incur expenditure (i.e. to pay a particular sum to a particular company, Local Government or organisation). The level at which a project is approved depends on its value, as outlined in the [Main Roads Financial Delegations – Guidelines and Definitions](#).

Request for approval of expenditure greater than $1,000,000 shall be submitted to Program Development & Performance (PD&P) Division for the preparation of the appropriate approval documents.

Regions enter details for projects requiring financial approval according to the Main Roads financial approval process. All financial approvals must occur prior to any commencement of works in each stage.

For Stage 2 financial approvals, Regions enter the agreed Stage 2 Offer as a variation to the contract. However, when the request is processed, PD&P will indicate that it is a new expenditure request against an existing project, not a variation to the original contract.

3.5 **Compensation Framework**

3.5.1 **Stage 1**

Detailed Planning and Preliminary Design are carried out as Daywork. Payment for Stage 1 is on an open-book basis, using the rates (subject to Independent Estimator, probity and financial audits) contained in the tender.

The Principal may decide to pay the Contractor a Design Savings Bonus if the total contract price submitted as part of the Stage 2 Offer is less than the Main Roads Project Works Budget. The Design Savings Bonus is calculated as a predetermined percentage of that difference.

3.5.2 **Stage 2**

The Contractor is paid the agreed RAP or RAMP for the documentation and construction of the Works. This includes allowance for:

- Detailed design;
- Documenting the project works;
- Constructing the project works;
- Provision of all materials, labour, plant and equipment;
- Everything necessary for the Contractor's obligations and the execution and completion of the Works under the Contract; and
- The risk allocation negotiated and agreed during Stage 1.

The method of payment for the RAP can be a lump sum, a schedule of rates with provisional sums or a combination of both.

For Stage 2 there is also the possibility of a RAMP, with savings shared on components of the Stage 2 documentation and construction of the Works. This can be achieved by including a schedule to the General Conditions of Contract provisions that only comes into effect if the parties agree.
Work that is subject to a RAMP is performed as Daywork on an open-book basis. The Contractor is paid its actual costs (based on agreed rates) plus an agreed amount for profit and overheads, similar to Works under the Dayworks provisions of construct-only type contracts.

The primary differences with a RAMP are the limit on the amount payable by the Principal for the relevant work and the Principal’s share in the savings where less than the "Maximum Price" is spent.

**Figure 3.1 – Pressure on building up the Risk Adjusted Price**

### 3.6 The Value for Money Proposition

The Queensland Government, Department of Public Works, State Procurement Policy refers to "Value for Money" in the following terms:

*Each agency must seek to obtain value for money in its procurement. The concept of value for money is not restricted to price alone. The value for money assessment must include consideration of:*

- Contribution to the advancement of Government priorities;
- Non-cost factors such as fitness for purpose, quality, service and support and sustainability considerations; and
- Cost related factors including whole-of-life costs and transaction costs associated with acquisition, use, holding, maintenance and disposal.

A number of mechanisms are used in the ECI process to encourage and demonstrate appropriate attention to the Value for Money proposition, including:

- Open-book arrangements in Stage 1;
- Selection of competent Contractors and Designers who have a proven successful track record;
- The use of an Independent Estimator to analyse and review target costs to validate the Stage 1 outputs;
- Rates based on benchmark projects provided by the Contractor;
- A working environment which encourages innovative thinking;
- Integrated teams working together to achieve best value whole-of-life solutions;
- Competitive pricing of supplier and sub-contract components;
- A full understanding and allocation of project risks;
- Provision for the Principal to terminate the Contract if agreement is not reached on the Stage 2 Offer; and
• Ability to program packages of work and award them on the basis of performance and demonstrated savings.

Value for Money registers should be compiled progressively during the course of the Contract to demonstrate the value of the delivery model.

FOR MORE INFORMATION:
MRPDS Volume 1 – Selection of Delivery Options

Department of Public Works Better Purchasing Guide

3.7 The Importance of Relationships

Effective relationship management between the Principal, Contractor, Designer and Contract Administrator is a foundation component of the ECI methodology. Effective relationship management can improve the management of risk as well as incentivise innovation and performance, and reduce costs and potential for disputes. Relationship management includes agreeing on project objectives, procedures for communication, processes for resolving issues before they become formal disputes and risk management.

Both the Principal and Contractor nominate representatives to form the Relationship Management Team and are required to participate in relationship workshops to develop a team approach to Stage 1 work. These workshops are an opportunity for both parties to assess the health of the relationships.

The ECI contract has partnering principles built into it. The objective of Partnering is to form a commitment, improve communications and avoid disputes between the Principal and the Contractor. It is an effective way to establish better business relations with the Contractor and their suppliers, resulting in improved customer support, better contract performance and, ultimately, a reduction in the Principal's cost of operations.

FOR MORE INFORMATION:
MRPDS Volume 1 – Selection of Delivery Options

3.8 Options for Design

The ECI Contract offers two different options for Designer engagement:

1. The Contractor nominates a Designer as part of their tender; or
2. In certain circumstances, Main Roads will novate the Designer used for Concept Planning to the Contractor.

Main Roads will always engage a Designer (internal or external) during Concept Planning. This design work may or may not be novated to the Contractor.

While the preferred option is for the Contractor to bring their own Designer, there are times where it may be more beneficial for the project to novate Main Roads Designers, for example:

• Main Roads may be trying to establish a particular capability in a Region.
• Significant public consultation may already have been completed and there could be significant risks in introducing a new design team.
• The Designer may have a history with a project (for example, they may have developed the original design in a duplication project).

3.9 Contract Administration

A Principal’s Representative (who may or may not be a Main Roads direct employee) is appointed by the Principal to administer the Contract. They ensure the project produces the desired results and observe the quality and design of the Works. The Principal’s Representative cannot change or be deemed to have changed any terms of the Contract, waiver any conditions or release the Contractor from any of their obligations under the Contract. The Principal’s Representative may appoint an agent/s to discharge some of these duties.

It is preferable to arrange for the Principal’s Representative and their Agent/s to be involved during Stage 1, allowing them to be privy to the development of and rationale for agreements. It is also preferable for them to be part of the decision-making process during Stage 1, as they are required to work very closely with the Construction Team during Stage 2. If this is not possible, then the Principal’s Representative and their
Agent/s must be fully briefed on all aspects of Stage 1 agreements in sufficient time for an effective handover.

4 CONTRACT DOCUMENTATION

An ECI Contract includes the following documentation:

<table>
<thead>
<tr>
<th>Documentation</th>
<th>Description</th>
</tr>
</thead>
</table>
| **Information Booklet** (optional)  
See Appendix A | The Information Booklet contains an overview of the:  
- Project;  
- ECI Methodology;  
- Tender Selection Process; and  
- Concept Drawings |
| **Volume 1: Invitation for Tender, Conditions of Tender and Tender Forms**  
See Appendix B | Volume 1 contains the following:  
- Invitation for Tender;  
- Tender Checklist;  
- Conditions of Tender; and  
- Tender Forms and Schedules |
| **Volume 2: General Conditions of Contract and Schedules**  
See Appendix C | Volume 2 contains the following:  
- General Conditions of Contract;  
- Contract Details;  
- Statutory Declarations;  
- Registered Suppliers;  
- Forms of Security;  
- Deed of Guarantee, Undertaking and Substitution;  
- Deeds of Covenant;  
- Warranty Agreements;  
- Program Requirements;  
- Principal Supplied Material;  
- Dispute Resolution Board;  
- Acceptance of Appointment; and  
- Maximum Sums |
| **Volume 3: Brief**  
See Appendix D | Volume 3 contains the following:  
- Technical Requirements;  
- Design Information;  
- Concept Drawings; and  
- Site Plan |
4.1 **Standard Forms and Letters**

The Standard Forms and Letters for an ECI Contract are listed in Table 4.2.

A list of the Standard Forms and Letters can be found in Appendix E.

**Table 4.2 – Standard Forms and Letters for an ECI**

<table>
<thead>
<tr>
<th>Stage</th>
<th>Standard Forms and Letters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 0</td>
<td>• Form C6815 – Notice to Tenderers                                                                                          • Acknowledgement of Notice to Tenderers</td>
</tr>
<tr>
<td>Stage 1</td>
<td>• Letter of Acceptance                                                                                                         • Form C6805 – Formal Instrument of Agreement</td>
</tr>
<tr>
<td></td>
<td>• Form C6806 – Contract Execution Tag                                                                                       • Form C6871 – Contract Document List</td>
</tr>
<tr>
<td></td>
<td>• Form C6872 – Requirements to be Executed by the Contractor                                                               • Form C6840 – Unconditional Bank Guarantee for Primary Security</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage 2</td>
<td>• Notice of Acceptance of Stage 2 Offer                                                                                                                                       • Form C6841 – Unconditional Bank Guarantee for Retention Security</td>
</tr>
<tr>
<td></td>
<td>• Deed of Variation                                                                                                                              • Form C6842 – Unconditional Bank Guarantee for Sub-Contractor Payment Security</td>
</tr>
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<td>• Stage 2 Forms to Contractor under Separate Cover                                                                             • Form C6843 – Unconditional Insurance Bond for Primary Security</td>
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<td>• Form C6844 – Unconditional Insurance Bond for Retention Security                                                            • Form C6845 – Unconditional Bond for Subcontractor Payment Security</td>
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<td>• Form C6846 – Confirmation of Subcontractors’ trust account                                                                   • Form C6847 – Contractor’s Statutory Declaration – Engagement of Sub-Contractors</td>
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<td>• Form C6848 – Deed of Guarantee – Undertaking and Substitution                                                                • Form C6850 – Contractor’s Statutory Declaration – Contractor’s Payment Claim</td>
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<td>• Form C6851 – Sub-Contractor’s Statutory Declaration – Contractor’s Payment Claim                                                • Form C6852.1 – 10% Training Policy Compliance Plan</td>
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<td>• Form C6852.2 – 10% Training Policy Interim Compliance Report                                                                • Form C6852.3 – 10% Training Policy Practical Completion Report</td>
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<td>• Form C6852.4 – 10% Training Policy Guide to Completing                                                                    • Form C6855 – Unconditional Bank Guarantee for Security over Unfixed Materials</td>
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<td>• Form C6871 – Contract Document List                                                                                          • Form C6872 – Requirements to be Executed by the Contractor</td>
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<td>• Form C6875 – Contractual Requirements Checklist                                                                                • Form C6706.Annex12 – Principal Supplied Material</td>
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<td>• DEIR Form 34 – Notice of Appointment of Principal Contractor                                                                • Form C6706.Annex12 – Principal Supplied Material</td>
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5 FURTHER INFORMATION

The following Main Roads publications are referenced and should be used in conjunction with this manual:

- Contract Administration System Manual
- Department of Public Works Better Purchasing Guide
- Main Roads Project Delivery System (Volume 1, 2 & 3)
- Main Roads Financial Management Procedures
- Manual for the Engagement and Use of Pre-qualified Consultants on Engineering Projects