



SPC2000
(Amended 2008)

ACA Standard Form of Specialist Contract
for
Project Partnering

SPECIALIST TERMS

**SPECIALIST TERMS
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1. SPECIALIST WORKS AND PROJECT

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| Specialist Contract | 1.1 | The Specialist Contract relates to the Specialist Works, the Project and the Site as each identified in the Specialist Agreement to which these Specialist Terms refer and is made between the Constructor and the Specialist. |
| Partnering Contract | 1.2 | The Partnering Contract relates to the Project and the Site and is made between the Partnering Team members and its status in relation to the Specialist Contract is stated in the Specialist Agreement. |
| Roles and responsibilities | 1.3 | The Constructor and the Specialist shall work together and individually in the spirit of trust, fairness and mutual cooperation for the benefit of the Specialist Works and the Project, within the scope of their agreed roles, expertise and responsibilities as stated in the Specialist Documents. |
| Specialist Definitions | 1.4 | All words and expressions used in these Specialist Terms and in the other Specialist Documents shall have the meanings stated in the Specialist Definitions set out in Appendix 1 or (if not in conflict with the Specialist Definitions) the meanings stated in the Partnering Contract and all clause numbers in these Specialist Terms refer to clauses of these Specialist Terms unless stated otherwise. |
| Reasonableness | 1.5 | In all matters governed by the Specialist Contract, including without limitation any required notice, request, submission, decision, consent, approval, comment, valuation, agreement, opinion, instruction and other communication and activity, the Constructor and the Specialist shall act reasonably and without delay. |

2. SPECIALIST DOCUMENTS

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| Roles and relationships | 2.1 | The Specialist Documents describe the roles, expertise and responsibilities of the Constructor and the Specialist and shall govern the relationship between them and the implementation of the Specialist Works and any Specialist Document created or amended in accordance with these Specialist Terms shall be binding on the Constructor and the Specialist. |
| Signature of Specialist Documents | 2.2 | Except as otherwise agreed by the Constructor and the Specialist, all Specialist Documents shall be signed and dated by the Constructor and the Specialist for the purpose of identification. |
| Responsibility for Specialist Documents | 2.3 | The party who prepares or contributes to any one or more Specialist Documents shall be responsible for the consequences of any error or omission in, or any discrepancy between, such Specialist Documents or its contributions to them, except to the extent of its reliance (if stated in such Specialist Documents) on any contribution or information provided by the other party. |
| Specialist Documents complementary | 2.4 | All Specialist Documents shall be treated as complementary and it shall be the duty of the Constructor and the Specialist to warn each other of any error, omission or discrepancy of which they become aware and (within the scope of their agreed roles, expertise and responsibilities) to put forward proposals to resolve any such error, omission or discrepancy fairly and constructively without adversely affecting the agreed cost or time for completion or quality of the Specialist Works or the Project. Any proposal pursuant to this clause 2.4 shall be subject to prior agreement by the Constructor and the Specialist. |
| Priority of Specialist Documents | 2.5 | In the event that a discrepancy cannot be resolved in accordance with clause 2.4, and except where a different priority is agreed by the Constructor and the Specialist, and subject to |

clause 2.6, the priority between the Specialist Documents shall be as follows in descending order:-

- (i) any Commencement Notices;
- (ii) the Specialist Agreement;
- (iii) these Specialist Terms;
- (iv) the Specialist Timetable;
- (v) the Specialist Works Brief;
- (vi) the Specialist Works Proposals;
- (vii) the Specialist Payment Terms;
- (viii) any Specialist KPIs and Targets;
- (ix) any other Specialist Documents.

Discrepancies with Partnering Contract 2.6 In the event of a discrepancy between the Partnering Contract and the Specialist Contract that cannot be resolved in accordance with clause 2.4, and except whether a different order of priority is agreed by the Constructor and the Specialist, the Specialist Contract shall prevail.

Partnering Contract events 2.7 The Constructor shall notify the Specialist of any date and/or event under the Partnering Contract that is stated in the Specialist Contract to have an effect on the Specialist Contract.

3. COMMUNICATION AND ORGANISATION

Cooperative exchange of information 3.1 The Constructor and the Specialist shall work together and individually, in accordance with the Specialist Documents, to achieve transparent and cooperative exchange of information in all matters relating to the Specialist Works and to organise and integrate their activities as part of a collaborative team.

Methods of communication 3.2 Except as otherwise agreed in writing, all notices, requests, submissions, decisions, consents, approvals, comments, valuations, agreements, opinions, instructions and other communications between the Constructor and the Specialist shall be in writing by receipted hand delivery or recorded delivery post or fax or (if the Constructor and the Specialist have signed an appropriate procedural agreement) e-mail, in each case effective from the date of its delivery to the address of the relevant party set out in the Specialist Agreement or to such other address as either party shall notify to the other.

Early Warning 3.3 The Constructor and the Specialist shall operate an Early Warning system, whereby each shall notify the other as soon as it is aware of any matter adversely affecting or threatening the Specialist Works or the Project or its own performance under the Specialist Contract, and (within the scope of its agreed role, expertise and responsibilities) shall include in such notification proposals for avoiding or remedying such matter, and within five (5) Working Days from the date of any such notification the Constructor and the Specialist shall meet in accordance with clause 3.4 unless they agree an alternative course of action.

Meetings 3.4 When stated in the Specialist Timetable or when otherwise necessary to facilitate performance of their agreed roles and responsibilities under the Specialist Contract, either the Constructor or the Specialist may call a meeting with the other:-

- (i) by not less than three (3) Working Days notice stating its purpose unless a shorter period of notice is justified by health and safety reasons or other demonstrable emergency;