

core clauses	Revising the programme	<b>32</b>	32.1	The <i>Contractor</i> shows on each revised programme <ul style="list-style-type: none"> <li>• the actual progress achieved on each operation and its effect upon the timing of the remaining work,</li> <li>• the effects of implemented compensation events,</li> <li>• how the <i>Contractor</i> plans to deal with any delays and to correct notified Defects and</li> <li>• any other changes which the <i>Contractor</i> proposes to make to the Accepted Programme.</li> </ul>
			32.2	The <i>Contractor</i> submits a revised programme to the <i>Project Manager</i> for acceptance <ul style="list-style-type: none"> <li>• within the <i>period for reply</i> after the <i>Project Manager</i> has instructed him to,</li> <li>• when the <i>Contractor</i> chooses to and, in any case,</li> <li>• at no longer interval than the interval stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>works</i>.</li> </ul>
main option clauses	Access to and use of the Site	<b>33</b>	33.1	The <i>Employer</i> allows access to and use of each part of the Site to the <i>Contractor</i> which is necessary for the work included in this contract. Access and use is allowed on or before the later of its <i>access date</i> and the date for access shown on the Accepted Programme.
	Instructions to stop or not to start work	<b>34</b>	34.1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to stop or not to start any work and may later instruct him that he may re-start or start it.
secondary option clauses	Take over	<b>35</b>	35.1	The <i>Employer</i> need not take over the <i>works</i> before the Completion Date if it is stated in the Contract Data that he is not willing to do so. Otherwise the <i>Employer</i> takes over the <i>works</i> not later than two weeks after Completion.
			35.2	The <i>Employer</i> may use any part of the <i>works</i> before Completion has been certified. If he does so, he takes over the part of the <i>works</i> when he begins to use it except if the use is <ul style="list-style-type: none"> <li>• for a reason stated in the Works Information or</li> <li>• to suit the <i>Contractor's</i> method of working.</li> </ul>
			35.3	The <i>Project Manager</i> certifies the date upon which the <i>Employer</i> takes over any part of the <i>works</i> and its extent within one week of the date.
cost components	Acceleration	<b>36</b>	36.1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to submit a quotation for an acceleration to achieve Completion before the Completion Date. The <i>Project Manager</i> states changes to the Key Dates to be included in the quotation. A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Completion Date and the changed Key Dates. The <i>Contractor</i> submits details of his assessment with each quotation.
			36.2	The <i>Contractor</i> submits a quotation or gives his reasons for not doing so within the <i>period for reply</i> .
			36.3	<b>When the <i>Project Manager</i> accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.</b>
contract data				

- 63.6 Assessment of the effect of a compensation event includes risk allowances for cost and time for matters which have a significant chance of occurring and are at the *Contractor's* risk under this contract.
- 63.7 Assessments are based upon the assumptions that the *Contractor* reacts competently and promptly to the compensation event, that any Defined Cost and time due to the event are reasonably incurred and that the Accepted Programme can be changed.
- 63.8 A compensation event which is an instruction to change the Works Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices, the Completion Date and the Key Dates were for the interpretation most favourable to the Party which did not provide the Works Information.
- 63.9 If a change to the Works Information makes the description of the Condition for a Key Date incorrect, the *Project Manager* corrects the description. This correction is taken into account in assessing the compensation event for the change to the Works Information.
- 63.10 If the effect of a compensation event is to reduce the total Defined Cost and the event is**
- a change to the Works Information or
  - a correction of an assumption stated by the *Project Manager* for assessing an earlier compensation event,
- the Prices are reduced.
- 63.13 Assessments for changed Prices for compensation events are in the form of changes to the Bill of Quantities.**
- For the whole or a part of a compensation event for work not yet done and for which there is an item in the Bill of Quantities, the changes are
    - a changed rate,
    - a changed quantity or
    - a changed lump sum.
  - For the whole or a part of a compensation event for work not yet done and for which there is no item in the Bill of Quantities, the change is a new priced item which, unless the *Project Manager* and the *Contractor* agree otherwise, is compiled in accordance with the *method of measurement*.
  - For the whole or a part of a compensation event for work already done, the change is a new lump sum item.
- If the *Project Manager* and the *Contractor* agree, rates and lump sums may be used to assess a compensation event instead of Defined Cost.

**The *Project Manager's* assessments** 64

- 64.1 The *Project Manager* assesses a compensation event
- if the *Contractor* has not submitted a quotation and details of his assessment within the time allowed,
  - if the *Project Manager* decides that the *Contractor* has not assessed the compensation event correctly in a quotation and he does not instruct the *Contractor* to submit a revised quotation,
  - if, when the *Contractor* submits quotations for a compensation event, he has not submitted a programme or alterations to a programme which this contract requires him to submit or
  - if, when the *Contractor* submits quotations for a compensation event, the *Project Manager* has not accepted the *Contractor's* latest programme for one of the reasons stated in this contract.

core clauses
main option clauses
secondary option clauses
cost components
contract data

# CONTRACT DATA

## Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

core clauses
main option clauses
secondary option clauses
cost components
contract data

**Statements given in all contracts**

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option B, dispute resolution Option ..... and secondary Options ..... of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006).
- The *works* are  
.....
- The *Employer* is  
Name .....  
Address .....
- The *Project Manager* is  
Name .....  
Address .....
- The *Supervisor* is  
Name .....  
Address .....
- The *Adjudicator* is  
Name .....  
Address .....
- The *Works Information* is in  
.....  
.....  
.....
- The *Site Information* is in  
.....  
.....  
.....

**If the *Employer* has decided the *completion date* for the whole of the works**

- The *completion date* for the whole of the works is .....

**If the *Employer* is not willing to take over the works before the Completion Date**

- The *Employer* is not willing to take over the works before the Completion Date.

**If no programme is identified in part two of the Contract Data**

- The *Contractor* is to submit a first programme for acceptance within ..... weeks of the Contract Date.

**If the *Employer* has identified work which is to meet a stated *condition* by a *key date***

- The *key dates* and *conditions* to be met are
 

<i>condition</i> to be met	<i>key date</i>
1 .....	.....
2 .....	.....
3 .....	.....

**If the period in which payments are made is not three weeks and Y(UK)2 is not used**

- The period within which payments are made is .....

**If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due**

- The period for payment is .....

**If there are additional *Employer's* risks**

- These are additional *Employer's* risks
 

1 .....
2 .....
3 .....

**If the *Employer* is to provide Plant and Materials**

- The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of .....

contract data
cost components
secondary option clauses
main option clauses
core clauses