Revising the programme 32
32.1 The Contractor shows on each revised programme
   - the actual progress achieved on each operation and its effect upon the
timing of the remaining work,
   - the effects of implemented compensation events,
   - how the Contractor plans to deal with any delays and to correct notified
Defects and
   - any other changes which the Contractor proposes to make to the
Accepted Programme.
32.2 The Contractor submits a revised programme to the Project Manager for
acceptance
   - within the period for reply after the Project Manager has instructed him
to,
   - when the Contractor chooses to and, in any case,
   - at no longer interval than the interval stated in the Contract Data from
the starting date until Completion of the whole of the works.

Access to and use of the Site 33
33.1 The Employer allows access to and use of each part of the Site to the Contra-
tor which is necessary for the work included in this contract. Access and use
is allowed on or before the later of its access date and the date for access
shown on the Accepted Programme.

Instructions to stop or not to start work 34
34.1 The Project Manager may instruct the Contractor to stop or not to start any
work and may later instruct him that he may re-start or start it.

Take over 35
35.1 The Employer need not take over the works before the Completion Date if it is
stated in the Contract Data that he is not willing to do so. Otherwise the
Employer takes over the works not later than two weeks after Completion.
35.2 The Employer may use any part of the works before Completion has been
certified. If he does so, he takes over the part of the works when he begins to
use it except if the use is
   - for a reason stated in the Works Information or
   - to suit the Contractor’s method of working.
35.3 The Project Manager certifies the date upon which the Employer takes over
any part of the works and its extent within one week of the date.

Acceleration 36
36.1 The Project Manager may instruct the Contractor to submit a quotation for an
acceleration to achieve Completion before the Completion Date. The Project
Manager 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 Contractor submits details of his assessment with each quotation.
36.2 The Contractor submits a quotation or gives his reasons for not doing so
within the period for reply.
36.3 When the Project Manager accepts a quotation for an acceleration, he
changes the Prices, the Completion Date and the Key Dates accordingly and
accepts the revised programme.
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.
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.

**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

<table>
<thead>
<tr>
<th>condition to be met</th>
<th>key date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

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

  ............................................................