3 Time

CORE CLAUSES

Starting, Completion and Key Dates

30 30.1 The Completion Date (defined in subclause 11.2(3)) may be of minor importance in some professional services contracts, but in others it can be critical in co-ordinating the work of several consultants.

Provision is made in the Contract Data for the completion date

- to be specified by the Employer in part one or
- to be tendered by the Consultant in part two.

The Completion Date may be changed from the completion date as a result of a compensation event.

It is essential that a completion date is stated in the contract in either part one or part two of the Contract Data. If this is not done, the time effects of compensation events cannot be applied.

30.2 The Employer is responsible for certifying Completion, as defined in subclause 11.2(2), within one week of it being achieved.

The programme

31 31.1 Provision is made for a programme either agreed at the Contract Date or to be prepared by the Consultant and submitted at an early stage in the contract. In the latter event the Employer is required to respond within two weeks (subclause 31.3), but if the reply is non-acceptance, the Consultant is required to re-submit within the period for reply.

The Accepted Programme as defined in subclause 11.2(1) is an important document for administering the contract. It enables the Employer and the Consultant to monitor progress and to assess the effects of compensation events. It identifies when particular actions are needed from the Parties.

31.2 This subclause lists the information which the Consultant is required to show on each programme submitted for acceptance. Further information to be shown on the programme for a specific contract should be stated in the Scope (see Table 2).

The starting date is the date when the Consultant can start work on the services and is used in subclause 50.1 to fix the payment assessment dates throughout the contract.

31.3 This subclause gives the reasons why an Employer may decide not to accept a programme. Any failure by the Employer to accept a programme for reasons other than those stated in this subclause is a compensation event unless the programme does not comply with the Scope (subclause 60.1(8)).

Revising the programme

32 32.1 This subclause lists the matters which are to be shown on a revised programme. It should record the actual progress achieved on each operation and the re-programming of future operations. It should also show the effects of implemented compensation events. If a compensation event affects the timing of future operations, a revised programme indicating the effects is to be submitted as part of the alterations or even a Consultant’s quotation (subclause 62.2). The alterations to or the revised programme should also show proposals for dealing with delays, Defects and any changes proposed by the Consultant.
Flow chart 32
Revising the programme

The C submits a revised programme to the E for acceptance at no longer than the interval stated in the CD from the starting date until completion of the whole of the services.

32.2
The C submits a revised programme to the E for acceptance when the C chooses to.

32.1
The C 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 CEs;
- how the C plans to deal with any delays and to correct notified Defects and any other changes which the C proposes to make to the Accepted Programme.

32.2
The C submits a revised programme to the E for acceptance within the period for reply after the E has instructed him to.

YES

Does the C choose to submit a revised programme?

NO

Does the E instruct the C to submit a revised programme?

YES

Revised programme needed

Start

FINISH

FC 13 Instruction

FC 60 Compensation Event 60.1(1)

FC 13 Submission for acceptance
Flow chart 50
Assessing the amount due

Start

50.1 The C assesses the amount due and submits an invoice at each assessment date

The amount due is:
- the Price for Services Provided to Date,
- the amount of the expenses properly spent by the C in providing the Services,
- other amounts to be paid to the C less amounts to be paid by or retained from the C.
Any tax which the law requires the C to pay to the C is included in the amount due

11.2(15)
The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work

Is Option A used? YES

11.2(16)
The Price for Services Provided to Date is the Time Charge for the work which has been completed

Is Option C used? YES

11.2(16)
The Price for Services Provided to Date is the Time Charge for the work which has been completed

Is Option E used? YES

11.2(17)
The Price for Services Provided to Date is, for each Task, the total of:
- the Time Charge for work which has been completed on time based items on the Task Schedule and
- a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item

Is Option G used? YES

First assessment date for this contract?

Expenses are stated in the CD

YES

50.1
The first assessment date is decided by the C to suit the procedures of the Parties and is not later than the assessment interval after the starting date

FIRST ASSESSMENT DATE

Later assessment dates occur
- at the end of each assessment interval until eight weeks after the defects date and
- at Completion of the whole of the services

LATER ASSESSMENT DATES

Invoice submission

50.2
Invoices submitted by the C include the details stated in the Scope to show how the amount due has been assessed

50.3
The first invoice is for the amount due. Other invoices are for the change in the amount due since the previous invoice

50.4 Payments for staff whose staff rate is stated in the Contract Data in a currency other than the currency of this contract are included in the amount due as payments to be made to the Consultant in the same currency. Such payments are converted to the currency of this contract in order to calculate the Consultant's share using the exchange rates

50.5 Payments for staff whose staff rate is stated in the Contract Data in a currency other than the currency of this contract are included in the amount due as payments to be made to the Consultant in the same currency

50.6 Payments for:
- staff whose staff rate in the Contract Data or
- items whose prices in the Task Schedule are stated in a currency other than the currency of this contract are included in the amount due as payments to be made to the Consultant in the same currency

FC 51 Payment

Finish
Flow chart 70
The Parties' use of material

Start

70.3
The Parties do not disclose information obtained in connection with the services except when necessary to carry out their duties under this contract.

The services are stated in the CD

70.2
The C has the right to use material provided by the E only to Provide the Services.

70.2
The C may make this right available to a SC.

70.2
On Completion of the whole of the services, the C returns the material provided by the E to him.

70.1
Did the C provide material for the E's use?

YES

70.1
The E has the right to use the material provided by the C for the purpose stated in the Scope.

70.1
The C obtains from a SC equivalent rights for the E to use material prepared by the SC.

NO

70.4
The C may use the material provided by him under this contract for other work unless stated otherwise in the Scope.

Does the E wish to transfer rights?

YES

FC X9
Transfer of Rights

NO

Finish
Part one – Data provided by the Employer

1 General

- The conditions of contract are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X1, X2, X3, X4, X8, X9, X10, X11, Y(UK)2 and Z of the NEC3 Professional Services Contract June 2005 (with amendments June 2006).

Choose a main Option and the secondary Options appropriate to the contract, which must be compatible with the chosen main Option. See GNs on 'Contract strategy' and 'Basis of the appointment of a Consultant'.

The Employer’s legal name.

- The Employer is

  Name: European Grain plc
  Address: Long Acre Industrial Estate
  Spearhead
  Bristol BS8 2LR
  Tel 01225 367890 Fax 01225 678905

- The Adjudicator is

  Name: Ms. I. Arkwright
  Address: Solva and Smith Project Management
  Meadow House, Goode Road
  Exeter EX8 6LN
  Tel 01367 234567 Fax 01367 78901

State references of the documents containing the Scope. See GN on 'Basis of the appointment of a Consultant' and Table 2.

- The services are

  Project management of extensions to unloading and distribution facilities at Long Acre Works.

Describe the services briefly for their general identification.

- The Scope is in

  Document ref XX00.

Subclause 13.1.

- The language of this contract is English.

Subclause 12.2.

- The law of the contract is the law of England and Wales.

GN on subclause 13.6.

- The period for reply is 2 weeks.

- The period for retention is 2 years following Completion or earlier termination.

- The Adjudicator nominating body is

  Institution of Civil Engineers.

- The tribunal is arbitration.

- The arbitration procedure is the latest edition of the ICE Arbitration Procedure.

- The place where arbitration is to be held is London.

- The person or organisation who will choose an arbitrator

  if the Parties cannot agree a choice or
  if the arbitration procedure does not state who selects an arbitrator is Institution of Civil Engineers.

- The following matters will be included in the Risk Register

  As shown in Document ref XYZ dated 20 June 2005.

- The additional conditions of contract are Clauses Z1 to Z6 as in document Grain Additional GA 12 dated 20 June 2005.

If Option Z is used, refer to GN on Option Z and state the conditions here with reference numbers using prefix ‘Z’.

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2 The Parties’ main responsibilities

- The Employer provides access to the following persons, places and things:
  - Long Acre works and Employer’s Agent

<table>
<thead>
<tr>
<th>Access to</th>
<th>Access date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Acre works and Employer’s Agent</td>
<td>5 July 2005</td>
</tr>
</tbody>
</table>

- The Employer’s Agent is:
  - Name: Mr. E. X. Cutive
  - Address: Long Acre Industrial Estate, Spearshead Way, Bristol BS8 2LR

<table>
<thead>
<tr>
<th>Name</th>
<th>Mr. E. X. Cutive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Long Acre Industrial Estate, Spearshead Way, Bristol BS8 2LR</td>
</tr>
</tbody>
</table>

3 Time

- The starting date is 5 July 2005.
- The Consultant submits revised programmes at intervals no longer than 5 weeks.
- The Consultant is to submit a first programme for acceptance within 3 weeks of the Contract Date.
- The completion date for the whole of the services is 30 June 2006.

4 Quality

- The quality policy statement and quality plan are provided within 3 weeks of the Contract Date.
- The defects date is 26 weeks after Completion of the whole of the services.

5 Payment

- The assessment interval is a calendar month.
- The currency of this contract is pounds sterling (£).
- The interest rate is 2% per annum above the base lending rate of Lloyds Bank plc.

6 Compensation events

- The law of the project is Law of England and Wales.
Part two – Data provided by the Consultant

- **The Consultant is**
  
  **Name:** PM Services Ltd
  **Address:** Enterprise Way, Bristol BS90 6PM.

- **The key persons are**
  
  **Name:** Ms. K. Smithson
  **Job:** Project Manager
  **Responsibilities:** In charge of the project
  **Qualifications:** MSc, MIMechE
  **Experience:** 3 years as Project Manager, 4 years as Assistant PM.

  **Name:** Mr. V. Green
  **Job:** Chief Designer
  **Responsibilities:** Supervising design of plant
  **Qualifications:** PhD, FICE
  **Experience:** 10 years design of process plants.

- **The staff rates are**
  
<table>
<thead>
<tr>
<th>Name/Designation</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. K. Smithson (PM)</td>
<td>£75 per hour</td>
</tr>
<tr>
<td>Mr. V. Green (Chief Designer)</td>
<td>£65 per hour</td>
</tr>
<tr>
<td>Mr. W. Jones (Estimator)</td>
<td>£60 per hour</td>
</tr>
<tr>
<td>Ms. J. Brown (Planner)</td>
<td>£60 per hour</td>
</tr>
<tr>
<td>Assistants</td>
<td>£35 per hour</td>
</tr>
</tbody>
</table>

- **The expenses stated by the Consultant are**
  
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsistence (as authorised away from home address)</td>
<td>£80 per night</td>
</tr>
<tr>
<td>Printing of drawings</td>
<td>£5.50 per A1 size print</td>
</tr>
</tbody>
</table>

- **The following matters will be included in the Risk Register as shown in Document ref RR1.**

- **The Employer provides access to the following persons, places and things**
  
  **Designers of loading equipment**
  **Access to**
  **Access date:** 12 July 2005.

- **The activity schedule is AS 1.**

- **The tendered total of the Prices is £93,400 (ninety three thousand four hundred pounds sterling).**