

List of Key Discussions within NEC People group: June 2013-June 2014

Discussion Title	Originator	Comments
<u>Omission of Works - Compensation Event?</u>	Christine Burrows	10
<u>Under NEC3 TSC option A. Does an instruction from SM to repair various potholes within the Affected Property is a CE within clause 60.1(1) or a Task Order.</u>	Achille Mboyo	8
<u>Adjusting for Risk when valuing CEs</u>	Julian King	18
<u>Use of Project Manager's assumptions within PMI's under 61.6 - when and why?</u>	Steve Williams	8
<u>"un-implemented change" in the revised programme?</u>	Tom Mason	4
<u>Can you refuse an instruction?</u>	Bahar Maghsoudi	12
<u>NEC3 Case Law</u>	Rob Horne	5
<u>Early Warning template?</u>	Andrew Aubrey	4
<u>Not providing access - who should notify CE?</u>	Lee Barnard	25
<u>Can upfront material payments be retracted later under Clause 50.5?</u>	Riki Armstrong	3
<u>NEC Risk Register & Project Risk Register</u>	Jamie Randall-Schab	8
<u>NEC3 fee percentages margin or markup?</u>	Andrew Harrington	3
<u>Under NEC Term Service Contract which clauses that contractor would rely in requesting an extension of time?</u>	Achille Mboyo	4
<u>Revising the programme 32.1 (effect on Planned completion)</u>	Amelia Ferguson	18
<u>When is a compensation event implemented where no formal correspondence exists?</u>	Kieran Rodgers	3
<u>X15 vs. X17 when dealing with the performance of a plant (EPC NEC ECC Option A)</u>	Abdullah Gamieldeen	7
<u>Allocating Risk Using the Risk Register</u>	Robert Hunter	9
<u>Accepting the Revised Programme</u>	Julian King	18
<u>NEC3 Option A - Pricing a prolongation CE claim using CECA or actual subcontractor costs ?</u>	Sean Galpin	12
<u>Cl60.1(13) - Assessment of 1 in 10 year weather events</u>	Steve Williams	7
<u>Programme acceleration or not?</u>	Michael Watters	13
<u>Q. Does the price list / schedule of rates form part of the Service Information?</u>	Mark Darley	2
<u>NEC3 Option D (un-amended): Option X7 - Delay Damages</u>	Adesina Alabi	12
<u>TSC - just how does SM instruct a change to a Task?</u>	Richard Patterson	15
<u>CE's that affect activities that are not undertaken in the order that the Accepted Programme shows</u>	Gareth Williams	11

<u>Programme Acceleration: Is increasing resources to maintain the Completion Date acceleration?</u>	Michael Watters	9
<u>PSC Option C and Option X1 - Price Adjustment for Inflation</u>	Matthew Griffiths	0
<u>Does the price list / schedule of rates form part of the Service Information?</u>	Mark Darley	1
<u>NEC3 Option D (un-amended): Option X7 - Delay Damages</u>	Adesina Alabi	10
<u>TSC - just how does SM instruct a change to a Task?</u>	Richard Patterson	15
<u>What should be included within a Compensation Event Notification by the Contractor?</u>	Gareth Williams	4
<u>Different types of float within the NEC contracts</u>	Andy Fereday	12
<u>Nomination of materials under ECC - whose liability are faults/defects?</u>	Andrew Harrington	9
<u>After completion, at what point is the contractor under no obligation to follow an instruction?</u>	Daniel Bland	4
<u>How necessary are Z clause amendments in an NEC3 contract?</u>	Tony Flemming	5
<u>Out of date 'Accepted Programme' used to prepare quotes for CE's</u>	Gareth Williams	15
<u>Can the Project Manager deduct works from the contract and award these works to another Contractor?</u>	Nick Kocinski	16
<u>If you are subcontracting, when do you have to submit your subcontractor contract conditions for acceptance to the Project Manager?</u>	Glenn Hide	
<u>PM asks for particulars of design of Equipment - is it a compensation event</u>	Richard Patterson	6
<u>Who is the 'Contractor'? Does it need to be a named individual?</u>	Richard Patterson	12
<u>Retrospective approval of Sub- subcontractors/ Sub consultants</u>	Lee Barnard	2
<u>BOQ rate in NEC3 Option B (un-amended) - What happens if Contractor uses a changed rate for Compensation Event Quotation.</u>	Adesina Alabi	10
<u>What merit is there in a Contractor coming up with value engineering when they are not responsible for the design?</u>	Glenn Hide	12
<u>Does an Instruction have to be notified?</u>	Rob Horne	32
<u>Is a formal PMI required for every tiny change or clarification?</u>	Gareth Jones	23
<u>Under NEC option A, when do you apply the direct fee% and the sub contractor fee%?</u>	Achille Mboyo	37
<u>Term Service Contract – X19 Task Orders</u>	Steven Hambleton	6

<u>Change Control under Option B:</u>	Warren Pavett	7
<u>What gives rise to more problems Z Clauses or poor Works Information?</u>	Rob Horne	8
<u>Can an Employers architect include 'or equal approved' on his drawings / specification (pre contract)?</u>	Neil Winch	14
<u>what method (in your opinions) would be the fairest way to price additional prelims:</u>	Robin Goldring	2
<u>Option V's : Should NEC have standard clauses that lawyers insist on adding ? And if so, what titles should they have ?</u>	Jon Broome	27
<u>How effective are Fee Caps in incentivising Contractors? What are you experiences 'good' and 'bad'</u>	Barry Trebes	3
<u>Responsible for the co-ordination of stats companies under NEC3?</u>	Tony Sewell	8
<u>Is the Contractor able to re assess an agreed instruction or compensation event at a later date? This is after a quote has been accepted as well</u>	Robbie Stratford	8
<u>NEC3 Opt A - Ambiguity, do/should morals come into it?</u>	Gareth Williams	27
<u>When can a client use NEC short contract and is it widely used. Can the client use Opt B if the scope of works is known. The budget is just under £5m.</u>	Shailen Shailendra	15
<u>Are there clauses within the NEC option A which cannot be deleted?</u>	Emma McManus	6
<u>Working Area Overhead - Application off this rule against actual people costs!</u>	Samantha Dawson	3
<u>Changes in the Role of the Employer's Agent/Project Manager</u>	Rían O'Dwyer	3
<u>Supervisor Qualifications - What makes for a suitable Supervisor?</u>	Neil Winch	3
<u>The Psychology of Z clauses</u>	Jon Broome	37
<u>Social Value in NEC contracts</u>	Neil Earnshaw	11
<u>Compensation Event under a Term Service Contract</u>	Steven Hambleton	4
<u>What's the opinion on whether the Tendered Total of Prices in an Option C includes the % fees or not?</u>	Kieran Doyle	13
<u>NEC in the mining sector?</u>	Richard Patterson	8
<u>Agreeing Cl.62 Programme - prior to agreeing the costs and implementing the CE</u>	Darren Clegg	2
<u>X7 Delay Damages - How/when are they applied?</u>	Steve Hambleton	7
<u>Contractor Identified Items in the Risk Register (CD part 2)</u>	Kieran Doyle	16
<u>KPIs (under X20) - innovative examples?</u>	Jamie Hillier	5

<u>Programme Identified in Contract Data Part 2 - Accepted Programme or not?</u>	Tony Sewell	23
<u>NEC3 for use in Design and Build contracts?</u>	Jay Down	6
<u>Definition of "Preparing Quotations for Compensation Events" under NEC3 Opt A & B</u>	Gareth Williams	1
<u>Can anyone advise on payment of design fees under Option A (D+B contract)?</u>	Niall Tallis	5
<u>Revision of Implemented Compensation Events - can it be revised if there are no PM assumptions?</u>	Bhavesh Sanigra	22
<u>What is the latest point that a PM can issue a PMI?</u>	Gareth Jones	3
<u>A client who uses EC Short Contract has two similar projects to tender. Looking at trialling a design and build on one of the projects as a comparison. Can design ECSC be used or is it better to use ECC?</u>	Andrew Maclean	5
<u>Can the Option X5: Sectional Completion be written into the EC Short Contract, where the project is low risk but needs to be completed in two identifiable stages.</u>	Andrew Maclean	11
<u>Please clarify once and for all... Item 11 under Shorter Schedule</u>	Gareth Williams	7
<u>Viewing confidential information such as Payslips etc when assessing payments</u>	Gareth Williams	16
<u>Assessment of Subcontractor's Fixed Price staff and preliminary costs in Compensation Event quotations on an Option C Main Contract</u>	Steve Williams	7
<u>Two projects - same Works Information - one option A, One Option C, say simple 50% share percentage, below and above 100% - which one will have the lowest tendered Prices?</u>	Richard Patterson	16
<u>Can we change ECC options without breaking procurement rules??</u>	Glenn Hide	12
<u>Clause 73.2 Objects and Materials within the Site - Clarification</u>	Steve Honey	6
<u>63.6 - Establishing or Defining 'significant chance of occurring'</u>	Julian King	7
<u>Clause 18.1 obliges the PM to change the Works Information if the contractor believes (not knows) the work described is 'impossible'. Contrary to settled contract law...</u>	Joe Colgon	6
<u>NEC3 paragraphs 24.2 and 26.2 in practice.</u>	Juha Ryyänen	13