



List of Key Discussions within BuiltIntelligence NEC People group: June 2014 - May 2015

Discussion Title	Originator	Comments
<u>Retention release on Sectional Completion dates</u>	Russell Anderson	8
<u>De-Scoping works and the use of Clause 63.11</u>	Samantha Dawson	5
<u>Descoping of Client Responsible Critical Construction Activities from Programme</u>	Giles Coulson	15
<u>Delay Damages - Who is responsible for administrating?</u>	Darren Clegg	12
<u>Providing quotations for compensation events</u>	Leslie Hall	20
<u>Deemed acceptance of a CE quotation, before the notification of CE has either been replied to or deemed accepted</u>	Lee Barnard	8
<u>The risk of transferring risk through Z clauses</u>	Gareth Williams	41
<u>Request for information and its effect on the 2 weeks deemed acceptance under clause 61.4</u>	Jaco Du Plooy	15
<u>Main Option B Clause 60.6 and 60.7</u>	Kieran Rodgers	4
<u>Acceleration - how does the agreed change to the Prices get into the Activity Schedule?</u>	Richard Patterson	6
<u>Who really owns the float?</u>	David Hunter	12
<u>Do you show the effects of unimplemented compensation events in the programme issued for Acceptance?</u>	Glenn Hide	36
<u>How can the PM add 'Site Information' after the Contract Date?</u>	Richard Patterson	10
<u>TSC contract and what level of Service Information should be provided?</u>	Paul Dempster	4
<u>Are Employers ever using ICE conditions over NEC3 conditions?</u>	David Hunter	17
<u>Access dates and opening up other areas to avoid delay?</u>	Christine Burrows	14
<u>Anyone have a template form for Change of Scope?</u>	Steve Davies	4
<u>Assessing the Contractors Programme... Is a Critical Path</u>	Roger Perrott	12



<u>required?</u>		
<u>What is a “shared risk”??</u>	Christine Burrows	26
<u>The Basics of Creating an NEC3 Construction Programme</u>	Roger Perrott	16
<u>Items of work deleted from an NEC3 Opt A/B contract</u>	Gareth Williams	15
<u>Clause X1 Price Adjustment for Inflation?</u>	David Taylor	8
<u>Can an implemented CE ever be revisited?</u>	James Brown	20
<u>Instructions after Completion?</u>	Glenn Hide	5
<u>Adverse Weather affecting Crane's Demobilisation from Previous site</u>	Kris Wright	4
<u>Can core clauses be changed?</u>	Christine Burrows	24
<u>Is a vesting cert needed/relevant if we have clause 70.1?</u>	Simone Wyatt	8
<u>Obeying/ not Obeying instructions issued under 14.3 and notified as a Compensation Event under clause 60.1 (1)</u>	Lee Barnard	3
<u>What exactly is 'implementing' a Compensation Event?</u>	Gareth Jones	2
<u>ECSC - Schedule of Cost Components</u>	David Hunter	3
<u>Is it design or is it the Contractor's fabrication details?</u>	David Hunter	6
<u>Is a quotation a valid form of Notification?</u>	Jaco Du plooy	25
<u>CE or Defined Cost for subcontractor default?</u>	David Hunter	2
<u>Opportunity Cost Lost due to Restricted Access to Site</u>	Nick Kocinski	14
<u>ECSC - overheads and profit for people</u>	David Hunter	15
<u>Clause 25.3 Meeting the conditions stated for a Key Date</u>	Richard Manning	3
<u>Should the witnessed FAT fail, what recourse in NEC3 ECC does the Project Manager have to recover expenses incurred in revisiting the FAT location to witness the subsequent FAT?</u>	Phil Walker	6
<u>Although obvious to me and others I am sure, am I correct in noting that planned Completion is not a defined term and only referred to in Cl.31.2 and Cl.63.3?</u>	David Hunter	7



<u>Do discretionary contract clauses result in more disputes than say mechanical clauses?</u>	Mark Glynn	24
<u>Am I correct in thinking that the standard NEC3 EEC does not contain a Form of Agreement?</u>	David Hunter	10
<u>Subcontract Start and Completion Dates</u>	christine burrows	2
<u>No unit of time used within X7 contract data - where does this leave the Parties in terms of liability?</u>	Glenn Hide	8
<u>Can anybody advise why NEC3 misses out X8 to X11 and X19 on the secondary options?</u>	David Hunter	1
<u>ECC Short Contract – differences to ECC?</u>	David Hunter	6
<u>Does anybody have CDM compliant clauses for Works Information?</u>	Jon Broome	11
<u>Excel formula for contractors share calculations</u>	Kieran Rodgers	3
<u>Clause 61.2 quotation - converting it into an implemented compensation event</u>	Matthew Britcliffe	4
<u>No Access - Standing Time - Advice please</u>	Christine Burrows	7
<u>Project Manager Instructions changing the Works Information, but fails to request a quotation</u>	Richard Manning	9
<u>If the PM does not reply to a quotation within two weeks and the C does not notify the PM of his failure, does this mean that there can be no deemed acceptance?</u>	David Hunter	13
<u>I would like to ask as to how you would administer the time risk allowance allocated to activities under NEC</u>	Andy Fereday	18
<u>Clause Y2.3 - Notice of intention to withhold payment</u>	Graham Clarkson	1
<u>Design liability and the Works Information with/without X15</u>	Ashley Parker	4
<u>Interest on Late Payment to a Subcontractor - Disallowed Cost?</u>	Warren Pavett	3
<u>NEC3 ECC particularly problematic Z clause amendments</u>	Glenn Hide	6
<u>Is Adjudication time barred?</u>	Gareth Williams	9
<u>Has there been a guidance document published regarding</u>	Ben Roberts	1



<u>producing the scope of service for a PSC contract?</u>		
<u>Ideas for the future developments of the contract</u>	Rob Horne	5
<u>Can a Contractor claim loss of profit for works that are omitted as a compensation event?</u>	David Hunter	44!
<u>Can the Project Manager make their own assessment of compensation events specifically under an ECC Option A contract?</u>	David Morris	12
<u>The compensation event mechanism under the NEC3 short contract</u>	Alan Lees	2
<u>Under Clause 92.2 P2 and P3 it is the Employer that is required to provide the instructions required to the Contractor. Why is that when it's normally the PM who is instructing?</u>	Joe Colgan	2
<u>Under ECC option C why should the Employer be paying for the Contractor to correct defects corrected before Completion?</u>	David Hunter	7
<u>Contractor changes access date to a later date on Accepted Programme. Which one is Employer bound to?</u>	Jamie Randall-Schab	3
<u>Defects/snags – definition of and are they disallowable?</u>	Leslie Hall	6
<u>If a Contractor is time-barred from claiming yet a CE is genuine, is the PM prevented from making any assessment?</u>	Leslie Hall	6
<u>X18 'end of liability date' - can the entry here effectively reduce - or indeed extend - the standard 6 or 12 years liability after Completion?</u>	Richard Patterson	3
<u>Subcontractor given late access to areas of the works</u>	Christine Burrows	16
<u>Removal of scope within the Works Information for which a sectional completion exists.</u>	Lee Bernard	2
<u>Compensation Events and Contractor's Time Bar</u>	Leslie Hall	9
<u>Amount Due under the TSC</u>	Mark Darley	26
<u>Contract Period – Completion Date or number of weeks?</u>	Gareth Wassell	10
<u>Is there a “live” period for an Accepted Programme in NEC?</u>	Gareth Wassell	10



<u>Change to Starting Date after contract is signed – not a CE?</u>	Tony Sewell	10
<u>People Costs deemed part of the fee - school fees</u>	Richard Manning	9
<u>Free NEC3 App from BuiltIntelligence for our LinkedIn forum users</u>	Chris Corr	13
<u>Is the Engineering & Construction Short Contract a bit too short?</u>	Steve Brown	8
<u>Site Information versus Works Information</u>	Phil Webb	13
<u>Governments must accept they are owners not clients ...</u>	Iain McAlistar	11
<u>Termination of NEC Contract during Adjudication</u>	Tafadzwa Mputa	6
<u>People generally prefer to work under NEC than traditional contracts because it encourages a far less adversarial atmosphere and a better project. Do you agree?</u>	Jason Simons	15
<u>No information completed for the SSCC in Contract Data</u>	Jaco de la Rey	5
<u>Schedule of Cost Components- Fuel for Equipment</u>	Lee Barnard	13
<u>Clause 61.2 proforma - a PMI or a CE?</u>	Matthew Britcliffe	2
<u>Rates for people within Contract Data Part 2</u>	John-Paul Donnelly	22
<u>Subcontractors failure to include rates for design within subcontract data part 2, and its consequences in relation to the assessment of CE's</u>	Lee Barnard	4
<u>Non-NEC Contract General Terminology – heavy vegetation clearance?</u>	Gareth Wassell	10
<u>NEC Option B: Re-measurement of time related activities</u>	Nick Kocinski	11
<u>NEC3 Main Opt A - Activity Schedule with items that are not required within the Works Information</u>	Gareth Williams	80 !!
<u>Can a Project Manager revisit an Implemented Compensation Event?</u>	Richard Manning	21
<u>Cost of preparing quotations and assessing compensation events under option A</u>	John-Paul Donnelly	8



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<u>Managing Subcontractor Programmes under the ECC</u>	Paul Rimmer	6
<u>CE 60.4 - Stoppage of Works for Safety Reasons</u>	Stefan Mrugalski	5
<u>Don't Look Back in Anger - Retrospective Assessments of Compensation Events</u>	Ewen Maclean	3
<u>When is the Contract Date?</u>	Gareth Jones	6