

**List of Key Discussions within BuiltIntelligence NEC People group:
June 2015 – June 2016**

Discussion Title	Originator	Comments
<u>Final account under the NEC3</u>	Rob Horne	10
<u>Work outside the boundaries of the Site</u>	Rudi Sonntag	9
<u>Defined Cost - invoices</u>	Kelvin Phiri	6
<u>Time Related P&Gs and EOT under NEC3</u>	Cameron Staude	9
<u>Risk Allocation</u>	Marc Bryan	22
<u>Application of Pain/Gain on an individual project basis or on a Global basis across many projects in a programme of works</u>	Stuart Smart	6
<u>Option D - Subcontracting</u>	Lester Ian Bayot	3
<u>The contract has no inconsistencies within it</u>	Jon Broome	23
<u>Inclusion of a Compensation Event in the accepted programme when not implemented</u>	Ian Simmonds	13
<u>Programme acceptance</u>	Daniel Corner	24
<u>What programme is the relevant accepted programme for demonstrating the impact of a CE?</u>	Jim Walsh	4
<u>Programme for Acceptance and determining a Compensation Event</u>	Richard Dowling	15
<u>First Programme for Acceptance / Bound in Contract</u>	Barry Steer	8
<u>Pricing Compensation Events under Option A</u>	Dominic Moynihan	4
<u>"Thin" client for an ECC option C – achievable or not?</u>	Glenn Hide	21
<u>Terminal Float under the ECSC</u>	David Hunter	8
<u>11.2 (25) Disallowed Cost. Are technical specifications "constraints"?</u>	Jason Coffey	13
<u>60.1 (3) - 60.1 (5) Employers Responsibility</u>	Marc Bryan	6



<u>New Accepted Programme</u>	Gareth Wassell	12
<u>Clause 60.1(19)</u>	Joe Colgon	8
<u>Movement of Key Date</u>	Joe Colgon	6
<u>NEC3: Which option for D&B Contract?</u>	Gareth Williams	7
<u>How to claim for increased costs due to descoped work?</u>	Cameron Staude	8
<u>Query: TSC PSC PM accreditation</u>	Rory Doherty	6
<u>Accepted Baseline(CE assessment and EOT)</u>	Mujtaba Ahmed Syed	12
<u>Cl. 60.1(6) Responding to communications</u>	Hoo-Fung Yuen	5
<u>Clause 60.1(8)</u>	Rory Doherty	10
<u>Which Programme Do You Use for Assessing EOTs?</u>	Brian Edwards	3
<u>If your Contractor is in breach of contract and has no intention of complying, what recourse do you have?</u>	Brian Edwards	7
<u>Completion</u>	Louise Ball	10
<u>Programme is the "beating heart"</u>	David Hunter	9
<u>Pain gain calculator</u>	Philip Hales	9
<u>Dispute Resolution under Option W1</u>	David Hunter	8
<u>Showing early warnings on the programme</u>	Rory Doherty	8
<u>Assessment of Prelims costs for CE's that have an effect on Planned Completion</u>	Gareth Williams	7
<u>Spirit of mutual trust...</u>	Tobias Cumming	4
<u>Weather risk in CE quotation</u>	Gareth Williams	5
<u>Planned Completion Shown beyond the Completion Date on Cls 32 Programme</u>	Gareth Williams	13
<u>NEC3 Contracts - case law</u>	David Hunter	12
<u>Why there is no clause for delegation of actions in NEC PSC, as in ECC Cl. 14.2?</u>	Yan Chun Dennis Li	5



<u>CE and assessment of time later</u>	Mark Darley	10
<u>Materials on site in Monthly Assessments - option B?</u>	Stuart Goodchild	6
<u>Insurance Premium Tax [IPT]</u>	Richard Manning	7
<u>NEC3 is favourite!</u>	David Hunter	15
<u>NEC3 - Stimulus to good management?</u>	Rico Craigie	20
<u>Lack of early warning and affect on assessment of CE</u>	Rico Craigie	4
<u>The Risk Register</u>	Christine Burrows	28
<u>Where does Scottish Law impact particularly on NEC?</u>	Richard Patterson	12
<u>NEC3 Option B: Recognised Holidays in Scotland</u>	William Scott	26
<u>Payment on Termination of the Fee</u>	Samantha Dawson	4
<u>ECC Option A, how to control the price of each activity in the Activity Schedule is proportionate to the resources required for such activity?</u>	Yan Chun Dennis Li	16
<u>NEC for DBFO - can we make it work?!</u>	Richard Patterson	2
<u>Notifying a Compensation Event with a Project Manager's Instruction</u>	Kris Wright	13
<u>Option A - Entitlement for CE's</u>	Philip Hayes	7
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<u>Time Periods instead of Fixed Dates in NEC subcontracts</u>	James Brown	11
<u>NEC ECC Option A Activity Schedule - relationship to programme</u>	Gareth Wassell	2
<u>NEC3 Weather Event</u>	Tim Collins	2
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<u>NEC3 ECC - subcontracted fee percentage/ NEC3 ECSC subsubcontracted fee percentage</u>	Leslie Hall	7



<u>NEC Option B - Works Information item not in BofQ - whose liability?</u>	Simone Wyatt	3
<u>Contract not signed (as if that would ever happen!)</u>	Philip Hales	7
<u>When is an instruction an instruction?</u>	Hou-Fung Yuen	11
<u>Simple Question..... Perhaps: Whats an Assessment?</u>	Jonathon Davey	10
<u>A question for the lawyers re: cl. 60.1(9)/60.1(12) and 60.2</u>	David Hunter	8
<u>Use of X19 Task Orders outside of the TSC</u>	Ben Marsden	6
<u>Removal of an Adjudicator</u>	Cameron Staude	4
<u>Risk allocation</u>	Lesley Hunt	4
<u>E-Mail; proof of sending, not proof of receipt.</u>	Philip Hales	10
<u>PM response to Contractor notifying them of failure to respond to CE (are you following this so far?)</u>	Glenn Hide	24
<u>Ownership of terminal float when a CE delays planned Completion</u>	Daniel Corner	16
<u>NEC for design build finance and operate (DBFO) contracts – possible?</u>	Richard Patterson	4
<u>Clause 61.6 Assumptions</u>	David Waddle	10
<u>Contractor Cls 31 Programme - Time Risk Allowance calculation</u>	Gareth Williams	27
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<u>ECC target option - tender evaluation - how to take account a range of possible outturn Defined Cost</u>	Richard Patterson	25
<u>Forecasting Progress and Cost in the reporting cycle of a NEC3 C Contract</u>	Niall Faris	11
<u>Should the NEC align itself with the new SCL Delay and Disruption Protocol?</u>	Rob Horne	9
<u>What is a "decision" of the Project Manager or Supervisor</u>	Rob Horne	21
<u>Can the PM and Contract Supervisor be the same person?</u>	Chris Mitchell	12



<u>NEC3 ECC Option A - PM/Contractor have different opinions in assessing Defined Costs for a CE.</u>	Phil Edwards	2
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<u>Assumptions in the deemed acceptance of a compensation event</u>	John Rayner	2
<u>Using rates and lump sums to assess a CE under Option B</u>	Rudi Sonntag	3
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<u>NEC3 Clause 36 - Acceleration</u>	Stephen Green	5
<u>When using the NEC contract is an information release schedule binding?</u>	Jonathon Brooks	5
<u>ECC Option D - Total of the Prices changing with CE's</u>	David Hunter	12
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<u>2015 Conference Feedback</u>	Glenn Hide	9
<u>Delay Damages if CE does not change planned Completion?</u>	Gareth Wassell	7
<u>Failure by the project manager to assess a compensation event</u>	Ken Gunaratne	5
<u>Assessment Rules - Clause 36</u>	Warren Pavett	6