Question Time

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Your panel

- Jon Broome
- Ben Walker
- Rob Horne
- Glenn Hide
- Neil Earnshaw

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Question 1

The HS2 project and the contract selection appears to be making more and more news headlines (e.g. Times). No doubt the types of NEC contract used (Options A, C, E, F) have been over amended.

However, is there any feedback/lessons learnt regarding the selection and management of NEC contracts?

Robert Malik, Atkins Global

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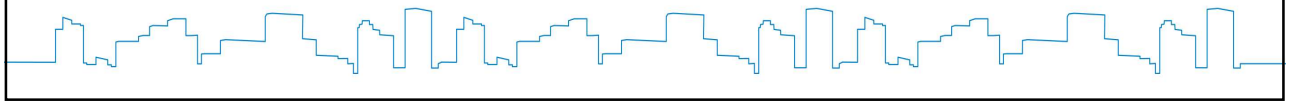
Question 2

If the closest Accepted Programme (say title is 'CP6') is 2-4 weeks after the dividing date of a compensation event (and there are no Accepted Programmes for several months before the dividing date), do you consider it appropriate to use the Accepted CP6 Programme and remove some progress back to the dividing date?

(Gareth Wassel, Wasplan)



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Question 3

One of our largest risks on NEC contracts remains that there are no defects dates on sectional Completion Dates and unamended the defects date hangs off the Completion Date.

The only options are to add defects dates to sectional Completion as a Z clause. Is this something that is being looked at as we move towards 5th Edition?

Chris Wosman, Breheny

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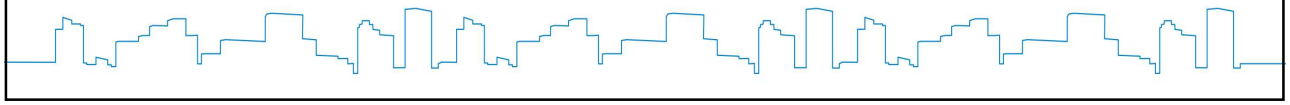
Question 4

On target cost contracts, for example, NEC4 Option C, correcting Defects before Completion, isn't Disallowed Cost, unless the Contractor hasn't complied with a constraint in the Scope. Could you please clarify what constitutes as constraint? For example, could the setting out information in the Scope be classed as constraint?

Mesfin Ahferon, MHA CE



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Question 5

As huge advocates of the NEC contract I presume the panel prefer to not see the introduction of many (if any) Z clauses.

However, you must have seen some that actually bring some benefit to the contract? If so, which is the best Z clause you have seen included?

Joe Victory, Breheny

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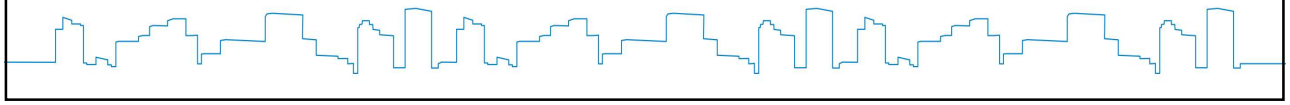
Question 6

Does the panel believe that the incorporation of people rates through the Schedule of Cost Components for Option C or E in either the ECC or PSC would be a useful addition to further revisions/amendments of the NEC?

Martin Newman, Turner & Townsend



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Question 7

If a contract states the contract administration system (e.g. CEMAR or Digital Beehive), then what is the status of an email?

Can it be construed as an instruction if not latterly or at any point confirmed in the prescribed project administration system?

Darren Richardson, Voestalpine

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Question 8

With reference to ECC, clause 64.3 (Project Manager's assessments), after the PM states that they will be making their own assessment, how much time is the PM allowed to make an assessment of a CE which the PM previously asked for a revised quotation? Is it:

A. the time allowed to the Contractor for the revised quotation only.

B. the time allowed to the Contractor for the original quotation only.

C. the total time allowed for the original quotation and revised quotation.

D. other?

Rory Gibson, Sisk

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Question 9

It would appear in the last 20 years the balance of risk on our major infrastructure schemes has swung towards the supply chain. The reality is that on publicly funded schemes ultimately risk lies with the taxpayer. Is this the panel's view of the industry and if so, how do we move the balance of risk to a position that delivers for all of us?

Nick Woodrow, Gather

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