

The following 3 tables will assist in compiling Project Plans under the NEC suite of Contracts:

TABLE 1 – SOME USEFUL NEC DEFINITIONS		
NEC Core Clause 1, General – contains a number of definitions that will appear in the Contract Data under an NEC Contract. This table contains some of those key definitions:		
Contract Date	Clause 11.2 (3)	Date when the Contract came into existence.
Accepted Programme	Clause 31.3	<p>This is the Programme identified in the Contract Data or the latest Programme accepted by the Project Manager. In compiling a Programme for a client, be aware of the following possible reasons for not accepting the Programme:</p> <ul style="list-style-type: none"> ▪ The Contractor's plans are not practicable ▪ It doesn't show the information that the Contract requires ▪ It doesn't represent the plans realistically, and ▪ It doesn't comply with the Works Information
Completion Date	Clause 11.2 (12)	Given in the Contract Data – this is the Date when the Contractor is expected to have completed all of the work contained in the Works Information and corrected any notified Defects which would have prevented the Employer from using the Works. Delay to the Completion Date (when assessing a Compensation Event) is the length of time (due to the Compensation Event) that Planned Completion is later than Planned Completion as shown on the Accepted Programme.
Planned Completion	Clause 31.2	This is the date when the Contractor expects to complete the Works (which may be before the Completion Date).
Key Dates	Clause 30.3	These are dates specified in the Contract Data which define key elements of work to be completed. The Contractor will be expected to show on his Programme – the work planned relevant to the Key Date.
Early Warning	Clause 16	When the Contractor or Project Manager becomes aware of an issue that could increase the prices, delay completion or impair performance – he will issue an Early Warning. This triggers a meeting between the two in order to seek a solution which may or may not lead to a Compensation Event. A notified Early Warning should be shown on any Programme revision.
Compensation Event	Clauses 60 to 65	<p>These are events which are not the Contractor's fault and entitle him to be compensated for any effect that the event has on the Prices and the Completion Date. Compensation Events include things like unlikely physical conditions and changes to a previous instruction. NEC Clause 60 lists all of the possible issues that could result in Compensation Events. Notification of a Compensation Event triggers a process for costing, assessment and implementation.</p> <p>If the Programme for the remaining work is affected by the Compensation Event, the Contractor includes a revised programme with his quotation showing the effect. If there is no Accepted Programme (or Revised Programme) the Project Manager makes his own assessment of the Programme.</p>

TABLE 2 – PROGRAMME CHECKLIST

This table contains all of the activities and milestones that might be expected (as a minimum requirement) to be included within a Contractor's Programme under NEC and therefore could be a useful checklist when requesting information from a client:

NEC Clause	Activity/ milestone	Description
11.2 (3)	Milestone	Contract Date
21.1	Activity	Contractor's Design (could be works and/or equipment)
21.2, 21.3	Milestone	Contractor's Design Submission - Works (could be in parts or the whole design)
23.1	Milestone	Contractor's Design Submission - Equipment
21.2	Activity	Project Manager's Acceptance of Design
84.1	Activity	Contractor's Insurances
85.1	Activity	Project Manager's Acceptance of Insurances
26.1	Activity	Procurement of Subcontractor(s)
26.2, 26.3	Activity	Contractor submits name(s) of Subcontractor(s) and proposed Conditions of Contract
26.2, 26.3	Activity	Project Manager's Acceptance of Subcontractor(s) (and Conditions)
31.1	Activity	Contractor's Programme submission
31.2	Milestone	Starting Date
30.1	Milestone	Access Date
11.2 (12)	Milestone	Completion Date
31.2	Milestone	Planned Completion Date
35	Milestone	Take Over Date (not more than 2 weeks after Completion)
30.3	Milestones	Key Dates. These might include dates when the Contractor requires access to part of the site, acceptances, information from others, materials/plant provided by the Employer.
31.2	Activities	Contractor's Method Statements
31.2	*Activities	Order & timing of all of the operations that the Contractor intends to carry out. The Activity Schedule or Bill of Quantities can provide a planning guide but shouldn't be used directly to determine how to design or build the works.
31.2	Activities	Order & timing of all of the operations that the Employer & Others intend to carry out
31.2	Activities	Provision for Time Risk Allowance – shown on the Programme as allowances attached to the duration of each activity or part of the works. These are important as they are retained in the assessment of delay due to the effect of a Compensation Event.
31.2	Activities	Provisions for Float – to mitigate or avoid delay to Planned Completion. Float is any spare time in the Programme after Time Risk Allowances have been included.

31.2	Activities	Provision for Health & Safety Requirements – allowance in the Programme for any statutory procedures such as the Health & Safety Plan under CDM.
31.3	Activity	Project Manager's Acceptance of Programme
41.1	Activities	Test & inspections of plant and/or machinery prior to delivery
TABLE 3 – REVISED PROGRAMME CHECKLIST		
This table contains all of the activities that might be expected (as a minimum requirement) to be included when a Contractor's Programme is revised under NEC:		
32.1	Activity	Progress achieved on each operation and its effect on the timing of the remainder of the Works
32.1	Activity	The effects of implemented Compensation Events and notified Early Warnings
32.1	Activity	How the Contractor plans to deal with any delays and to correct notified Defects
32.1	Activity	Any other changes that the Contractor proposes to make to the Accepted Programme

* For each operation included in the Programme, the Contractor is requested to provide a statement on how he plans to do the work identifying the main elements of equipment and resources he intends to use. He would normally provide this information in a Method Statement and the activities in the programme will be loaded appropriately by the planner with labour, plant & materials.

Note:

One of the key functions of the NEC is to allocate risk between the parties be it financial, time, quality or insurable. However, the Risk Register is for information only (i.e. not contractual) so has not been included in Table 2.