

3 Time

CORE CLAUSES

Starting, Completion and 30

Key Dates 30.1

The Completion Date (defined in subclause 11.2(3)) may be of minor importance in some professional services contracts, but in others it can be critical in co-ordinating the work of several consultants.

Provision is made in the Contract Data for the *completion date*

- to be specified by the *Employer* in part one or
- to be tendered by the *Consultant* in part two.

The Completion Date may be changed from the *completion date* as a result of a compensation event.

It is essential that a *completion date* is stated in the contract in either part one or part two of the Contract Data. If this is not done, the time effects of compensation events cannot be applied.

30.2 The *Employer* is responsible for certifying Completion, as defined in subclause 11.2(2), within one week of it being achieved.

The programme 31

31.1

Provision is made for a programme either agreed at the Contract Date or to be prepared by the *Consultant* and submitted at an early stage in the contract. In the latter event the *Employer* is required to respond within two weeks (subclause 31.3), but if the reply is non-acceptance, the *Consultant* is required to re-submit within the *period for reply*.

The Accepted Programme as defined in subclause 11.2(1) is an important document for administering the contract. It enables the *Employer* and the *Consultant* to monitor progress and to assess the effects of compensation events. It identifies when particular actions are needed from the Parties.

31.2 This subclause lists the information which the *Consultant* is required to show on each programme submitted for acceptance. Further information to be shown on the programme for a specific contract should be stated in the Scope (see Table 2).

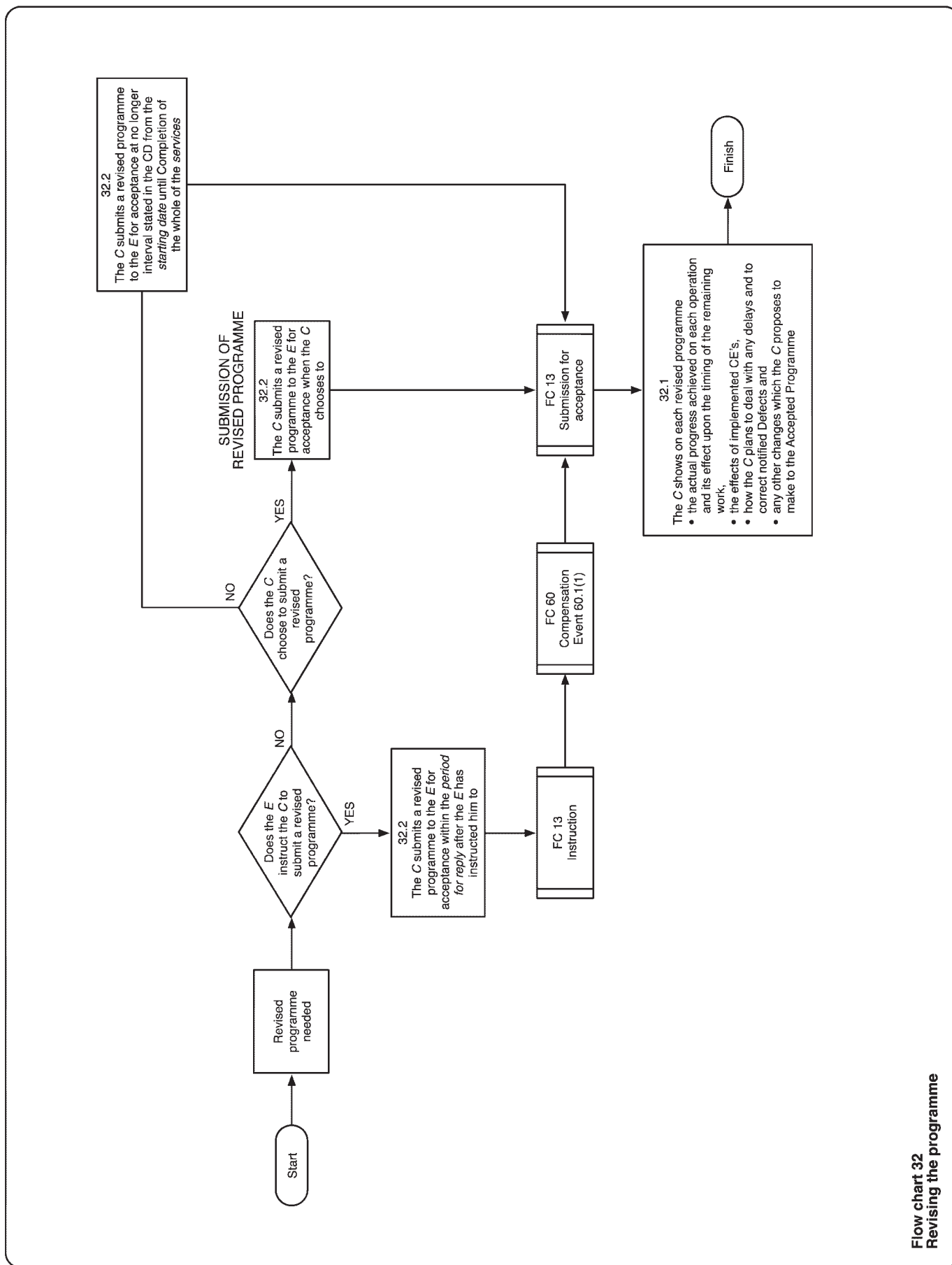
The *starting date* is the date when the *Consultant* can start work on the services and is used in subclause 50.1 to fix the payment assessment dates throughout the contract.

31.3 This subclause gives the reasons why an *Employer* may decide not to accept a programme. Any failure by the *Employer* to accept a programme for reasons other than those stated in this subclause is a compensation event unless the programme does not comply with the Scope (subclause 60.1(8)).

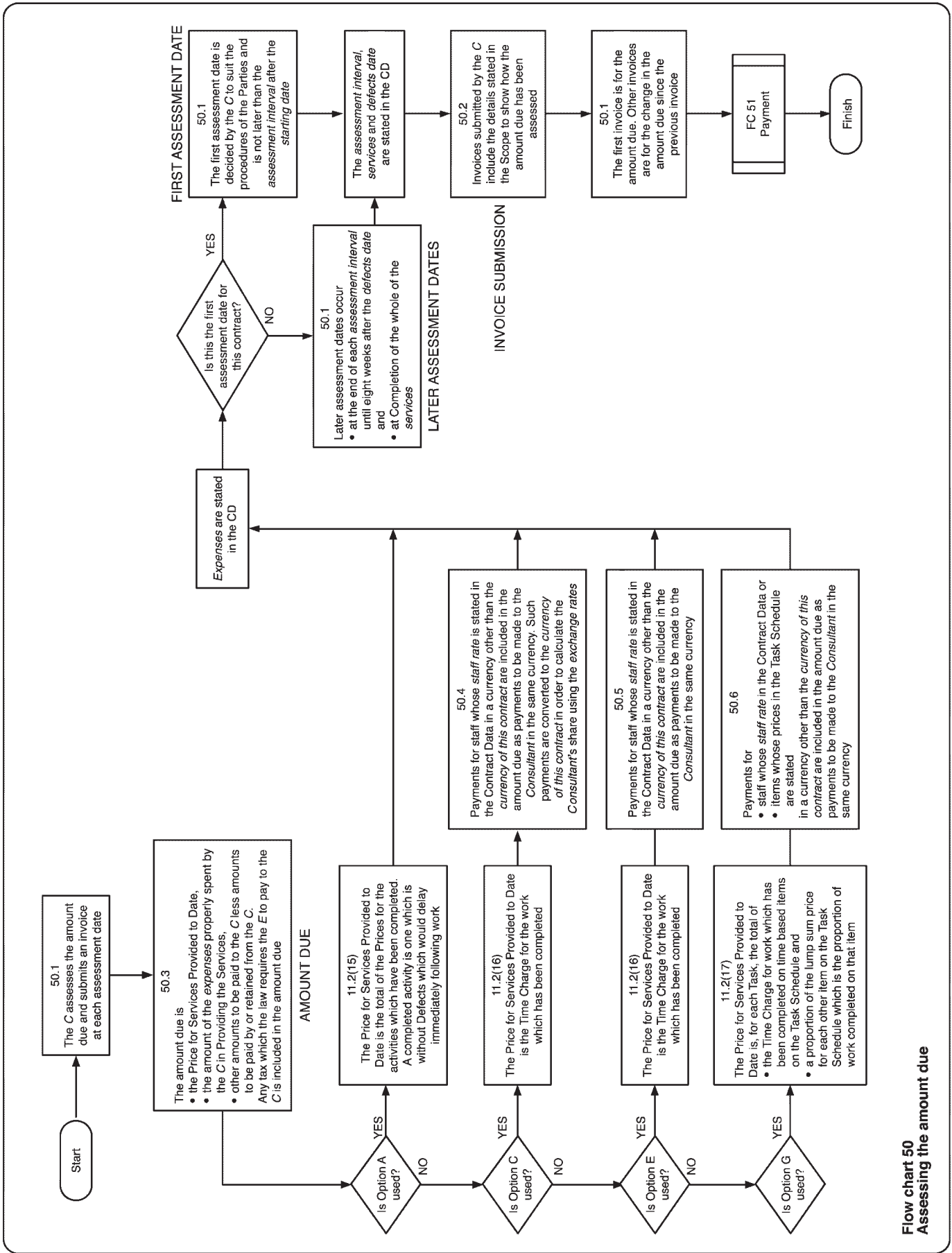
Revising the programme 32

32.1

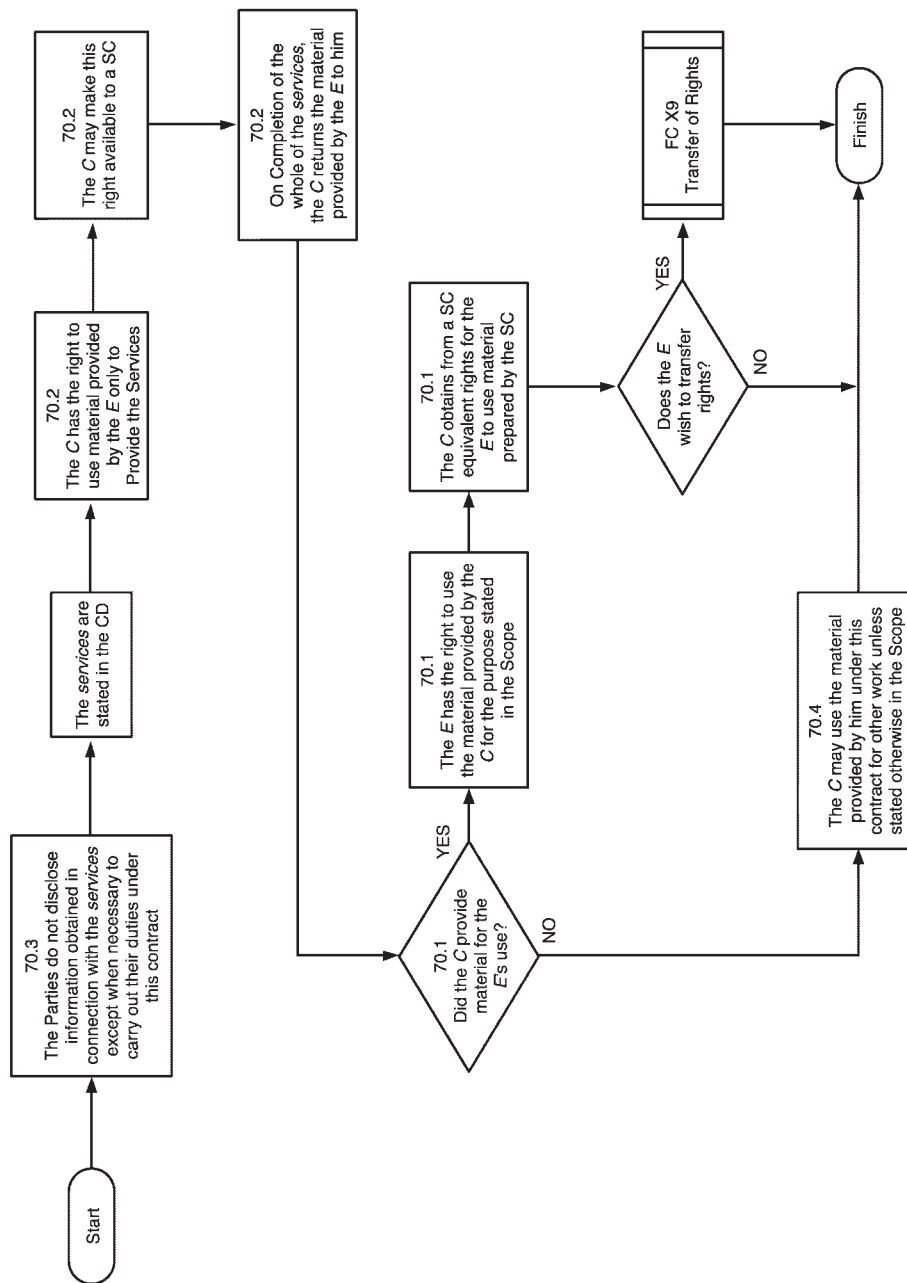
This subclause lists the matters which are to be shown on a revised programme. It should record the actual progress achieved on each operation and the re-programming of future operations. It should also show the effects of implemented compensation events. If a compensation event affects the timing of future operations, a revised programme indicating the effects is to be submitted as part of the alterations or even a *Consultant's* quotation (subclause 62.2). The alterations to or the revised programme should also show proposals for dealing with delays, Defects and any changes proposed by the *Consultant*.



Flow chart 32
Revising the programme



Flow chart 50
Assessing the amount due



Flow chart 70
The Parties' use of material

Part one – Data provided by the Employer

- 1 General • The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X1, X2, X3, X4, X8, X9, X10, X11, Y(UK)2 and Z of the NEC3 Professional Services Contract June 2005 (with amendments June 2006).

Choose a main Option and the secondary Options appropriate to the contract, which must be compatible with the chosen main Option. See GNs on 'Contract strategy' and 'Basis of the appointment of a Consultant'.

The Employer's legal name.

- The Employer is

Name **European Grain plc**
 Address **Long Acre Industrial Estate
 Spearshead
 Bristol BS8 2LR
 Tel 01234 567890 Fax 01234 678905.**

Employer's postal address (subclause 13.2) including postcode, telephone and facsimile numbers for the purpose of the contract (not necessarily the registered address).

- The Adjudicator is

Name *Ms. J. Arkwright*
 Address *Solva and Smith Project Management
 Meadow House, Goode Road
 Exeter EX8 6LN
 tel 01567 23456 fax 01567 78901.*

Leave blank until the Parties have jointly agreed an appointee. At Contract Date, state the Adjudicator's name, postal address with postcode, telephone and facsimile numbers for the purpose of the contract. See GN on subclause W2.2(1).

- The services are

Project management of extensions to unloading and distribution facilities at Long Acre Works.

Describe the services briefly for their general identification.

State references of the documents containing the Scope. See GN on 'Basis of the appointment of a Consultant' and Table 2.

- The Scope is in

Document ref XX90.

Subclause 13.1.

- The language of this contract is **English.**

- The law of the contract is the law of **England and Wales.**

Subclause 12.2.

- The period for reply is **2** weeks.

- The period for retention is **2** years following Completion or earlier termination.

GN on subclause 13.6.

GN on subclause 13.3.

- The Adjudicator nominating body is

Institution of Civil Engineers.

- The tribunal is **arbitration.**

- The arbitration procedure is **the latest edition of the ICE Arbitration Procedure.**

- The place where arbitration is to be held is **London.**

- The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator
- is **Institution of Civil Engineers.**

- The following matters will be included in the Risk Register **As shown in Document ref XYZ dated 20 June 2005.**

- The additional conditions of contract are **Clauses Z1 to Z6 as in document Grain Additional GA 12 dated 20 June 2005.**

If Option Z is used, refer to GN on Option Z and state the conditions here with reference numbers using prefix 'Z'.

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things

GN on subclause 25.2.

- access to access date
Long acre works and Employer's Agent **5 July 2005.**
- The *Employer's Agent* is
 Name **Mr. E. X. E. Cutive**
- Address **Long Acre Industrial Estate
Spearshead
Bristol BS8 2LR.**

If Option X10 is used.
See GN on Option X10.

If Option X10 is used.
See GN on Option X10.

- The authority of the *Employer's Agent* is
all actions by the Employer stated in this contract.
- The *collateral warranty agreements* are
 Agreement reference Third party
NXT/Door-1 **Adjacent Properties plc.**

If Option X8 is used, the details of any *collateral warranty agreements* should be referred to here and appended to the Contract Data.
See GN on Option X8.

3 Time

- The *starting date* is **5 July 2005.**
- The *Consultant* submits revised programmes at intervals no longer than **5** weeks.
- The *Consultant* is to submit a first programme for acceptance within **3** weeks of the Contract Date.
- The *completion date* for the whole of the services is
30 June 2006.

If no programme is to be identified in part two of the Contract Data. See GN on subclause 31.1.

GN on subclause 31.2.

If the Employer decides *completion date*.
GN on subclause 30.1.

4 Quality

- The quality policy statement and quality plan are provided within **3** weeks of the Contract Date.
- The *defects date* is **26** weeks after Completion of the whole of the services.

Subclause 40.2.

Subclause 41.1.

5 Payment

- The *assessment interval* is a **calendar month.**
- The *currency of this contract* is **pounds sterling (£).**
- The *interest rate* is **2** % per annum above the **base lending rate of Lloyds Bank plc.**
- The *expenses* stated by the *Employer* are
 item amount
car mileage **40p per mile**
rail travel **standard class fare.**
- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **12** weeks.
- The *Employer* will pay for the items or activities listed below in the currencies stated
 items and activities other currency total maximum payment
 payment in the currency
Consultancy on design **Euros** **Euros 30,000.**
of loading equipment
- The *exchange rates* are those published in
Financial Times on **1 June 2005.**
- The *index* is the **Retail Prices Index.**

GN on subclause 51.5.

Can be any period but preferably not longer than five weeks. See GN on subclause 50.1.

If the *Employer* states any *expenses* and the amount to be paid.
See GN on subclause 50.3.

GN on clause 52.

If Option X3 is used.
See GN on Option X3.

If Option X1 is used.
See GN on Option X1.

6 Compensation events

- The *law of the project* is **Law of England and Wales.**

If Option X2 is used.
See GN on Option X2.

Part two – Data provided by the *Consultant*

- The *Consultant* is

Name **PM Services Ltd**
 Address **Enterprise Way**
Bristol
BS90 6PM.

Bidding consultant to state legal name and postal address (with postcode) for the purpose of the contract.

See subclause 13.2.

- The *key persons* are

Name **Ms. K. Smithson**
 Job **Project Manager**
 Responsibilities **In charge of the project**
 Qualifications **MSc, MIMechE**
 Experience **3 years as Project Manager, 4 years as Assistant PM.**

Name **Mr. V. Green**
 Job **Chief Designer**
 Responsibilities **Supervising design of plant**
 Qualifications **PhD, FICE**
 Experience **10 years design of process plants.**

- The *staff rates* are

name/designation	rate
Ms. K. Smithson (PM)	£75 per hour
Mr. V. Green (Chief Designer)	£65 per hour
Mr. W. Jones (Estimator)	£60 per hour
Ms. J. Brown (Planner)	£60 per hour
Assistants	£35 per hour.

Bidding consultant to quote *staff rates* for the different categories (or names) of staff.

See GN on subclause 11.2(13).

- The *expenses* stated by the *Consultant* are

item	amount
Subsistence (as authorised away from home address)	£80 per night
Printing of drawings	£5.50 per A1 size print.

If the *Consultant* states the *expenses* and the amount to be paid. (These can be in addition to those stated by the *Employer* in the Contract Data part one.)

See GN on subclause 50.3

- The following matters will be included in the Risk Register
As shown in Document ref RRI.

- The *Employer* provides access to the following persons, places and things

access to	access date
Designers of loading equipment	12 July 2005.

GN on subclause 25.2

- The *activity schedule* is **AS 1.**
- The tendered total of the Prices is **£93,400 (ninety three thousand four hundred pounds sterling)**

If Option A or C is used, bidding consultant to state reference of his priced *activity schedule*.

See GN on *activity schedule*.