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		Stancere treads and ricers	£17,671,67 £26,290,89	- 3	\$3May-\$7	13 May 87	38	1		Starkare teads and siec
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		Cargrans ripping Caring of floor screed	817,386.30	- 28	890ec-96	DS-Lan-EP	25	0		
		thin combisele fence	185.062.90	36	E34er-07	22May-07	- 10		J	-1
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contract		Terraco ginding	8649.95	- 5	31 May 87	06-Am-07	37	1		
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Presentation:

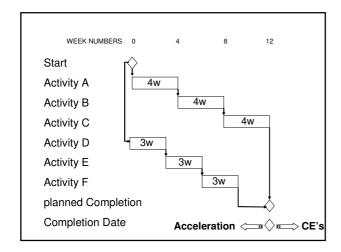
- · Objectives of the NEC form
- Programme requirements under NEC
- · Ownership of float
- · Acceptance of programmes

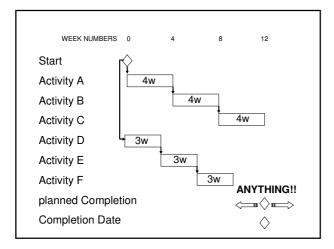
Issues with other forms of contract and management of programme:

- · Retrospective analysis of time delay and entitlement – subjective to say the least!
- No firm requirement on how to manage programme during contract
- Often comparing current programme to original baseline programme (which has no resemblance as to how works now being done).

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Quote from a lawyer:	
Programme under the NEC3 is the "beating heart of the contract"	
NEC Contract	
Clause 31 – The programme	
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Clause 31 – The programme	
31.2 - Items to be shown on the programme include:	
 starting date/Completion Date/Key Dates planned Completion	





Clause 31 - The programme

31.2 - Items to be shown on the programme include:

- starting date/Completion Date/Key Dates
- planned Completion
- order and timing of operations to Provide the Works
- float
- time risk allowances
- health and safety requirements
- Plant & Materials from Employer
- acceptances
- information from Others
- statements of how the Contractor plans to do the work

	-
Reasons for not accepting a programme	
Under clause 31.3 there are only four reasons not to accept a programme:	
The Contractor's plans which it shows are not practicable	
It does not show the information which this contract requires	
It does not represent the Contractor's plans realistically or	
It does not comply with the Works Information	
If the <i>Project Manager</i> withholds acceptance for a reason not stated in contract it is a compensation event	
Acceptance of a programme by the <i>Project Manager</i> is not a condition precedent to the <i>Contractor</i> proceeding with the work	
	1
Clause 31 – The Programme	
050/ (D: ()// D .	
25% of Price for Work Done to	
Date deducted until first programme	
submitted showing the information	
the contract requires	
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	,
Clause 32 - Revising the programme	
32.1 - Contractor shows on each revised programme:	
 actual progress achieved on each operation activity and affect upon remaining work 	
effects of implemented compensation events	
how Contractor plans to deal with any delays and to	
correct notified Defects	
any other changes that <i>Contractor</i> proposes to make	
32.2 – Contractor submits a revised programme:	
Within the period for reply after Project Manager	
has instructed	

• When the Contractor chooses to

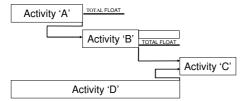
• At no longer interval than stated in the contract

Types of Float

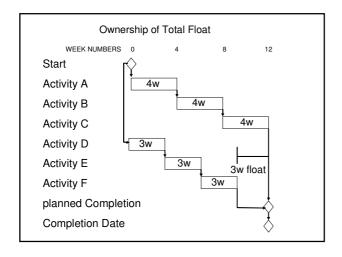
- Total float
- · Time risk allowance
- · Terminal float

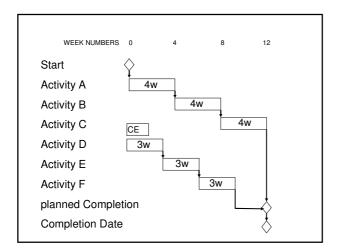
Who Owns Total Float?

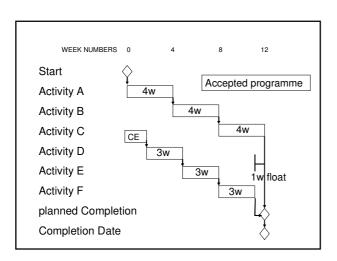
Who Owns Total Float?

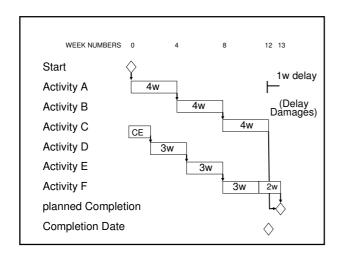


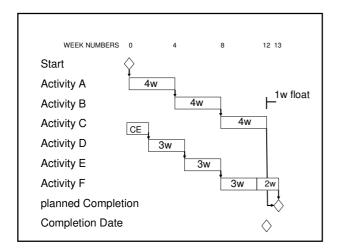
- Activity 'A' can move along its float & will move activity 'B'. When the end of the float is reached it becomes critical
- Is available to accommodate
 - the time effects of a compensation event
 - lack of progress by the Contractor

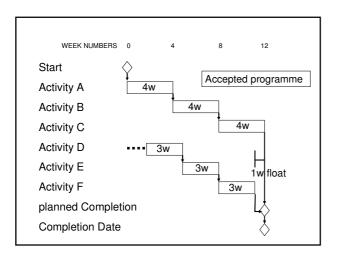


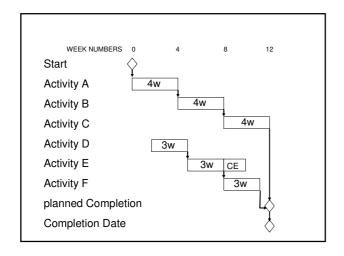


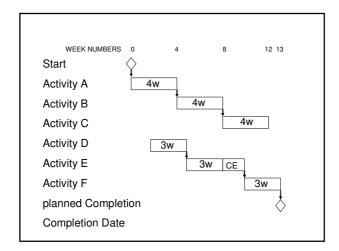


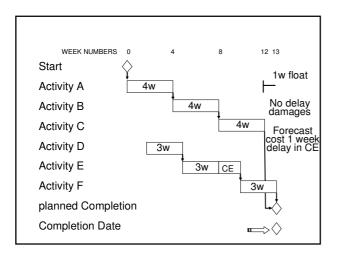




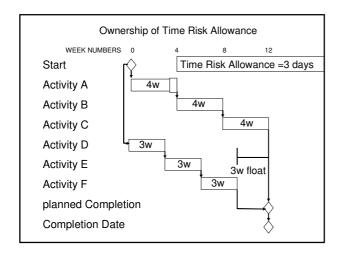


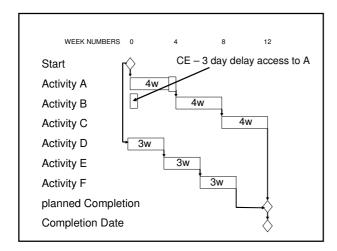


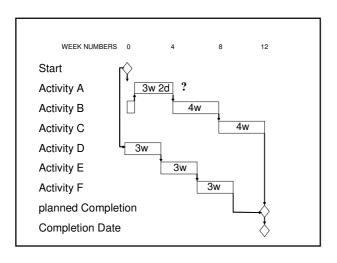


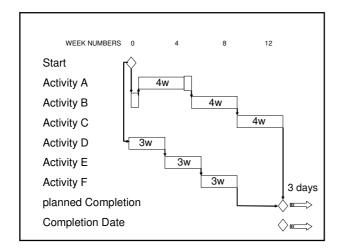


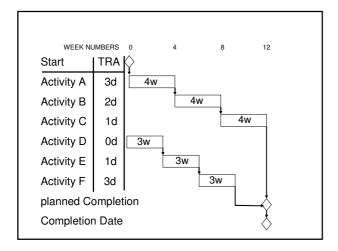
Total Float • Float shared – whoever gets there first! • Programme needs updated regularly (daily/weekly) to demonstrate true effect. Who Owns Time Risk Allowance? **Time Risk Allowance** Aim is to show that elements of risk have been applied to each operation. Are owned by the Contractor (to cover his risks) This gives some comfort to the Employer that particularly critical path is achievable Part of normal tender process i.e. 200m pipe @ 15.5m/gang/day = 12.9 so say 15 days Is NOT available to anyone other than the Contractor - i.e. can not be used to mitigate affect of a CE









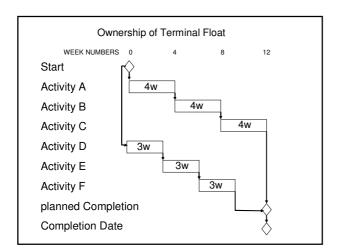


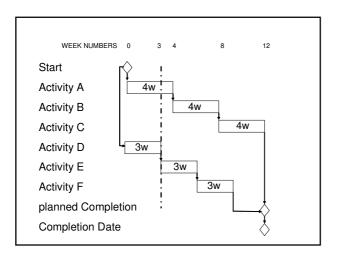
Time Risk Allowance

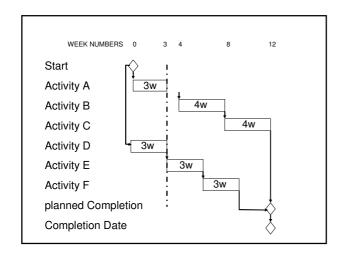
- Time risk allowance is Contractor owned
- This can not be used up by the PM and CE's although they may try!!!
- Programme has to be realistic/achievable so disproportionately long elements of TRA are unlikely to be accepted by PM.

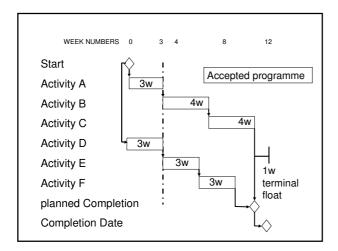
Terminal Float

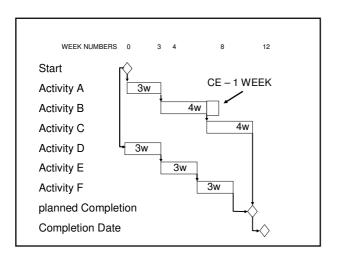
- Difference between planned Completion and Completion Date
- Owned by the Contractor

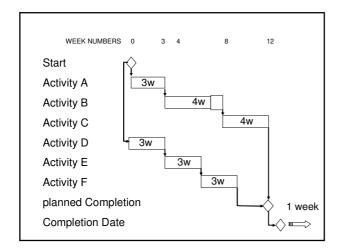












Terminal Float

- Completion Date moves out the amount that planned Completion moves out due to the effects of a Compensation Event
- Can then only be brought back by acceleration.

Activity ID		Activity Name	Budgeted Total			Finish	Total	TRA	•			May 2	007			Ju
			Cost	Duration			Float			23			4 :		04	Ι
	SPT10	Staircase Landings	£9,933.90	2	01-May-07*	02-May-07	38	0		-	∰ Sta					7
	SPT20	Staircase treads and risers	£17,671.67	6	03-May-07	10-May-07	38	1		L	•] Sta	rcas	e treads	and ris	eį
E	P15/21/22/	23/24/27/28/29/34/68	£26,230.83	26	27-Nov-06	05Jan-07	22						1			3
	STP1380	Lay floor screed - Granolithic areas	£8,264.48	5	27-Nov-06*	01-Dec-06	8	0.5				- 1				:
	STP1470	Lay grano topping	£17,966.35	6	03-Dec-06	08-Dec-06	8	1				- (
	STP1400	Curing of floor screed	60.00	28	09-Dec-06	05Jan-07*	26	0		l		!				:
8	N5-N10 wit	hin combisafe fence	£65,862.98	36	03-Apr-07	22-May-07	0					3				i
	STP1820	Lay floor screed - Terrazzo areas	£8,038.40	5	03-Apr-07*	09-Apr-07	0	1		creed	- Tena	zzovane	as			1
	STP1410	Curing of floor screed	60.00	28	05-Apr-07	02-May-07	0	0			Cur	ng of f	ldor s	creed		
	SPT400	Terrazzo tile laying	£35,766.59	10	03-May-07	16-May-07	0	1.5			-	-	Ter	razzo til	e laying	i
	SPT420	Terrazo grinding	£9,008.51	3	17-May-07	21-May-07	0	0				-	ψ.	Тепах	grindi	ng
	SPT410	Access Covers	£3,537.88	4	17-May-07	22-May-07	0	1					-	Acces	s Cove	
	SPT430	Protection	£9,511.60	3	18-May-07	22-May-07×	0	0.5				-1	=	-Protec	tion	
B	N10-N15 w	ithin combisate fence	£14,088.80	43	10-Apr-07	07-Jun-07	37					1				
	STP1910	Lay floor screed - Terrazzo areas	£8,038.40	5	10-Apr-07*	16-Apr-07	42	1		floor s	creed	Telraz	ab a	eas		
	STP1430	During of floor screed	00.03	28	12-Apr-07	09-May-07	58	0	П			duni	ng of	floor sci	eed	
	SPT440	Terrazzo tile laying	£3,859.33	10	17-May-07	30-May-07	37	1.5				7-4	۰		Terraz	b
	SPT460	Terrazo grinding	£649.95	5	31-May-07	06Jun-07	37	1				-1-	1	-		Ī
	SPT450	Access Covers	£1,035.52	2	31-May-07	01 Jun-07	41	0	-	4		ó	ь		3333	•
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Clause 31 - The programme

31.2 - Items to be shown on the programme include:

- starting date/Completion Date/Key Dates
- planned Completion
- order and timing of operations to Provide the Works
- !float

• Itime risk allowances Under clause 31.3 there are only four reasons not to accept a programme:

- The Contractor's plans which it shows are not practicable
- It does not show the information which this contract requires
- It does not represent the Contractor's plans realistically or
- It does not comply with the Works Information

If programme not accepted:

- Neither party clear on the Completion Date and contractor entitlement
- Employer will in the absence of a newly accepted programme assess change (CE's) on the last accepted programme
- Important to both parties programme regularly accepted.
- Otherwise enjoy the traditional end of project bun-fight to sort out the final account...

	Patrick Heenan 1 month ago - My take on this is to look at how practical co-operation between contractors on site could be. On one project, I received a lengthy CE » See all 8 comments »
100	A programme has not been accepted or rejected – where does this leave the Contractor? A common question I hear is what happens if a programme is not accepted – is it "deemed accepted" if the Project Manager does not respond by the end of the two weeks stated in the contract? Well the very simple answer to this is NO! There are no deemed acceptances in the
	Damian Smith 3 months ago * This thread has got me thinking more about Compensation events and Target Cost contracts » See all 121 comments »
	When is a defect a Defect? I was recently passed a letter from a Project Manager saying that because the Superviser had



notified certain work as a Defect the works were a Defect and had to be corrected. The only way that position changed, says the Project Manager, is if the Contractor adjudicates and .

Contractor:

- Make sure your programme fully complies with clause 31.2 (and 32.1)
- Show difference between planned Completion/ Completion Date
- Comprehensive programme narrative with each submission
- Programme review meeting during acceptance period with PM
- If no response to programme call a meeting and try to bring it to a head

Employer:

- Review programme well within two week response period and give <u>early</u> comment
- Aim for a one week response where possible
- Give clear <u>specific</u> reasons why it is not accepted - only <u>four</u> reasons under the contract
- Accept with comments comments being minor issues that can be put right on the next programme issue

Summary

- Role of programme within NEC contract is significantly heightened – and hence the role of the planner
- Contract actually helps the planning function as it is enforcing the normal day to day processes that the planner and the business should be wanting to initiate
- Everyone on the project needs to be using the programme not just the planner
- TRANSPARENCY do what ever it takes to present and produce information that makes things clear and unambiguous
- Work in real time each programme is a "line in the sand" as to what has happened and what is projected at a single point in
- · Keep on top of EW + CE's and associated time affects
- · Consider training to reinforce understanding of the contract

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Thanks for listening, and remember	
any questions from the audience???	
For more details: www.gmhplanning.co.uk	