www.necplanningsolutions.co.uk
info@necplanningsolutions.co.uk

NEC4 COMPENSATION EVENT DELAY ASSESSMENT

The Five Judgement Calls

Two planners, the same accepted programme, the same event: still two defensible delay figures that disagree. The difference is five judgement calls the contract leaves open. Settle each before the assessment goes out, and state every answer as an explicit assumption in the narrative.

1 The baseline: how much reality enters the assessment

- [ ] **Accepted Programme current at the dividing date** identified: programme ID, acceptance date and data date recorded.
- [ ] **Progress applied to the dividing date**, with intervening events recognised, including other compensation events and delay at the Contractor's risk.
- [ ] **No silent logic repairs**, resequencing or float housekeeping anywhere in the baseline.

State it: *a three-sentence baseline statement covering programme version, progress applied and events recognised.*

2 The path: where the event bites

- [ ] **Event mapped to the operations it changes**: design, procurement, access, temporary works, testing, interfaces.
- [ ] **Successor chain traced to planned Completion** or the relevant Key Date, not just the touched activity.
- [ ] **Near-critical paths checked** through the forecast window for a new critical path emerging.
- [ ] **Causal chain written in plain sentences** before any modelling.

State it: *the cause-and-effect chain through named activities and named logic, with other causes visibly separated.*

3 The dividing date split

- [ ] **Activities complete before the dividing date**: actual timing untouched, effects recognised without rewriting history.
- [ ] **Activities not started**: durations changed only where the event changes scope, method, conditions or logic.
- [ ] **Part-complete activities**: remaining-duration basis decided, held at programme logic or re-derived from changed conditions.

State it: *one sentence per part-complete activity on the affected path, giving the remaining-work basis.*

The delay figure is only as defensible as the five judgement calls behind it.
State each one, and it holds.

4 The mitigation boundary: competent and prompt, not heroic

- [ ] **Re-sequencing and practicable parallel working** included where logic, access and resources allow.
- [ ] **No uninstructed acceleration priced in**: no extra gangs, premium time or compressed testing at the Contractor's cost.
- [ ] **Mitigation constraints stated**: resources available from, access dependent on, approvals required by.

State it: *named mitigation measures with their constraints, so the forecast reads as competence rather than opportunism.*

5 Allowances and float: what enters and what survives

- [ ] **Risk allowances on the changed work** itemised and justified individually, with no blanket percentage.
- [ ] **Existing time risk allowances retained**: the impact lands on top of them, not into them.
- [ ] **Delay measured to planned Completion**, with terminal float preserved and the Completion Date moving with it.

State it: *three lines: allowances entered and justified, existing allowances retained, terminal float preserved.*

Before it goes out

Ready to issue when all three hold.

- [ ] Every call above stated as an explicit, numbered assumption in the narrative.
- [ ] Package assembled around the assumptions: dividing date sheet, programme versions, fragnet, impacted programme, narrative.
- [ ] Someone outside the planning team can follow the chain from event to number without a meeting.

Contesting a compensation event assessment? Book a 30-minute call about compensation events.

necplanningsolutions.co.uk/project-enquiry

Roman Bazelchuk · Director, NEC Planning Solutions Ltd · info@necplanningsolutions.co.uk · 0330 223 7709