

NEC4 · FOR TEAMS MOVING FROM JCT

The First 30 Days

NEC does not run like JCT. The programme is a contractual instrument, change runs on a clock, and value is built from Defined Cost rather than your tendered rates. These are the checks that matter in the first month on site, before habits set.

1 Read the Contract Data before anything else

- ☐ **Main Option identified**, A to F, because it decides how change is valued and which cost records you need from day one.
- ☐ **Secondary Options checked**, in particular X5 sectional completion, X7 delay damages and X16 retention.
- ☐ **The period for reply and the programme submission interval** taken from Contract Data and put in the diary.
- ☐ **Z clauses read in full**; amendments to clauses 31, 61 and 63 change the rules this checklist assumes.

State it: the Option, the reply period, the programme interval and any Z clause that alters them.

2 Get a first programme accepted (Clause 31)

- ☐ **First programme submitted within the period stated in Contract Data**, not when it is convenient.
- ☐ **Clause 31.2 content present**: planned Completion, method statement, float, time risk allowances, Key Dates, the order and timing of the work.
- ☐ **Terminal float and time risk allowances shown separately**, because an allowance that is not shown cannot be protected when the programme is assessed.
- ☐ **Acceptance chased in writing**, and the failure to respond notified where the reply period passes.

State it: the submission date, the reply deadline and whether the programme is accepted or still outstanding.

3 Open the early warning register (Clause 15)

- ☐ **Early warning given for any matter that could increase the total of the Prices, delay Completion or a Key Date, or impair the performance of the works in use**, without waiting for certainty.
- ☐ **Register maintained jointly and reviewed at the early warning meeting**, not kept as a private list.
- ☐ **The link between Clauses 61.5 and 63.7 understood**: where the project manager notifies that an early warning an experienced contractor could have given was not given, the event is assessed as if it had been.
- ☐ **Early warnings kept distinct from compensation event notifications**; one is not the other.

State it: who owns the register, when it is reviewed, and what is currently on it.

Under JCT the programme records what happened. Under NEC it decides what you are owed.

4 Start the compensation event clock (Clause 61)

- ☐ Every event notified within eight weeks of becoming aware, because awareness is judged objectively.
- ☐ Notifications issued as separate communications under Clause 13, not buried in minutes or an early warning.
- ☐ The project manager reply periods tracked, and silence chased rather than tolerated.
- ☐ A live CE register kept showing event, notification date, quotation date and status.

State it: the date of awareness and the notification date for every event, on one line each.

5 Set up cost records for Defined Cost

- ☐ Defined Cost understood as the basis for change, not the tendered rate, unless rates are agreed under Clause 63.2.
- ☐ Records started from day one on Options A and B, where nothing else forces you to keep them until an event arrives.
- ☐ Subcontract obliges the substantiation you will be asked for, so subcontract cost can be evidenced.
- ☐ People, Equipment, Plant and Materials recorded against the applicable schedule from the outset: the Short Schedule of Cost Components on Options A and B, the full Schedule on C, D and E.

State it: where the cost records live, who maintains them and what they will support.

Before week four

Habits set early, and NEC punishes the JCT ones.

- ☐ A first programme has been submitted, and acceptance is either granted or formally chased.
- ☐ Every event to date has been notified inside eight weeks, as a communication in its own right.
- ☐ Nobody on the team is still waiting until the end of the job to make the case for time.

First NEC job after years of JCT? We will set the programme, the registers and the records up correctly before habits set.

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