1. Record Nr. UNINA9910821061203321 Autore Rowlinson Michael Titolo A Practical guide to the NEC3 engineering and construction contract // Michael Rowlinson Pubbl/distr/stampa Chichester, West Sussex, UK, : Wiley-Blackwell, 2011 **ISBN** 1-283-40728-0 9786613407283 1-4443-4016-6 1-4443-4018-2 Edizione [1st ed.] Descrizione fisica 1 online resource (321 p.) Classificazione LAW019000 Disciplina 343.41/07862 Soggetti Civil engineering contracts - Great Britain Construction contracts - Great Britain Lingua di pubblicazione Inglese **Formato** Materiale a stampa Livello bibliografico Monografia Note generali Description based upon print version of record. Nota di bibliografia Includes bibliographical references. Nota di contenuto A Practical Guide to the NEC3 Engineering and Construction Contract: Contents: 1 Introduction: 1.1 General: 1.2 Mechanics not law: 1.3 A simple formula for understanding a contract; 1.4 Mandatory or discretionary: 1.5 Conditions precedent: 1.6 Note on use of upper case in key words and phrases; 2 Background to the NECECC; 2.1 The background: First edition; 2.2 The second edition; 2.3 The third edition; 2.4 Endorsement of NEC3 by the Office of Government Commerce; 2.5 General philosophy: Aims and objectives; 2.6 Flexibility; 2.7 Clarity and simplicity; 2.8 Stimulus to good management 2.9 Other characteristics3 The Options: An Overview; 3.1 General arrangement of the ECC; 3.2 Other documents referred to; 3.3 Contract Data; 3.4 The published documents; 3.5 Main Options: General outline; 4 'Spirit of Mutual Trust and Cooperation'; 4.1 Introduction; 4.2 Core clause 10.1; 4.3 What does it mean?; 4.4 Practical issues; 5 The Cast of Characters: 5.1 Introduction: 5.2 The Employer: 5.3 The Project Manager; 5.4 The Supervisor; 5.5 The Contractor; 5.6 The Adjudicator: 5.7 Subcontractors; 5.8 'Others'; 5.9 Designers; 5.10 CDM Coordinator;

5.11 Principal Contractor

5.12 Practical issues6 Communications, Early Warnings and other

General Matters; 6.1 Introduction; 6.2 Communications: The clause; 6.3 Communications: Practical issues: 6.4 Early warnings: The clause: 6.5 Early warnings: Practical issues; 6.6 Other matters: The clauses; 6.7 Other matters: Practical issues; 7 The Contractor's Main Responsibilities; 7.1 Introduction; 7.2 Providing the Works; 7.3 Contractor's design; 7.4 Other matters; 7.5 Practical issues; 8 Subcontracting; 8.1 Introduction; 8.2 Definition of a Subcontractor; 8.3 The core clauses; 8.4 Provisions in the Main Options 8.5 Practical issues 8.6 Options for forms of subcontract in the NEC3 family; 9 Testing and Defects; 9.1 Introduction; 9.2 Tests and inspections; 9.3 What is a Defect?; 9.4 The Defect procedure; 9.5 The Defects Certificate; 9.6 Uncorrected Defects; 9.7 Practical issues; 10 Title; 10.1 Introduction; 10.2 The core clauses; 10.3 Practical issues; 11 Risks and Insurance; 11.1 Introduction; 11.2 The core clauses; 11.3 Practical issues: 12 Time: 12.1 Introduction: 12.2 The programme: Contents; 12.3 The programme: Submitting, accepting and revising; 12.4 The programme: Practical issues 12.5 Starting and finishing12.6 Other matters; 12.7 Secondary Options related to Time; 12.8 Practical issues; 13 Payment; 13.1 Introduction; 13.2 The payment process; 13.3 Payments in multiple currencies; 13.4 The amount due and the Price for Work Done to Date: 13.5 Supporting documents and records; 13.6 The Contractor's share; 13.7 The Contractor's share: Practical issues; 13.8 Special provisions for the UK; 13.9 Related Secondary Options; 13.10 Practical issues; 14 The Schedules of Cost Components: 14.1 Introduction: 14.2 The Schedule of Cost Components 14.3 The Shorter Schedule of Cost Components

## Sommario/riassunto

Launched in 1991, the New Engineering Contract (NEC) has become one of the UK's leading standard forms of contract for major construction and civil engineering projects. Currently in the third edition, popularly known as NEC 3, it is a process based construction contract embodying project management best practice, and thus the basic philosophy behind the contract is different to the more adversarial principles and approach of other standard construction contracts. Written as a practical guide to the application of the procedures contained in NEC 3, this book will aid users in the transition