

## CONTRACT PROGRAMMES: GETTING THE BASICS RIGHT

### CARL DOWNS

Senior Consultant, London

### INTRODUCTION

The Contract Programme is the single most important document that a Contractor is likely to submit between contract award and final account submission. It is the common platform against which project progress is monitored and the extent and causation of delay (and any related extension of time entitlement) is assessed. Given the significance of the Contract Programme, it is surprising how little attention is often paid - by all parties - to its preparation and content.

The various standard forms of contract contain differing requirements as to the content and format of the Contract Programme. This article sets out to identify the minimum requirements that should be observed - irrespective of any lower standard of information that the particular contract may require - in order to ensure that a robust platform for monitoring works progress is established and to allow the impact of any delaying events to be fairly and reasonably assessed, thereby avoiding unnecessary disputes.

### PLANNING VS PROGRAMMING: AN IMPORTANT DISTINCTION

In this context, it is important - in my view - to distinguish between planning and programming. Often, when looking into delay issues, I am advised to engage with the planner, only to find that the so-called "planner" did not, in fact, plan the work (and, in some cases, is not wholly familiar with key principles of the

planning process), but is a "programmer", who has taken the work plans and methodology of others and simply replicated them in particular programming software. The "true" planner is an experienced construction professional, able to plan site access arrangements, determine work sequencing and methodologies, and assess requisite task outputs and related manpower levels - the key building blocks of successful planning and programme development. If the integrity of the Contract Programme is to be safeguarded, it is essential that - so far as is practicable - the original planning logic remains intact in any subsequent programme updates or amendments - and thus, the involvement of the original planner in this process (or, at the very least, a comprehensive understanding of his or her intentions at the outset) is essential.



## ESSENTIAL COMPONENTS OF THE CONTRACT PROGRAMME

The Contract Programme, I suggest, requires two components as a minimum: the first of these is a narrative explanation of how the Contractor intends to carry out the works, together with the key assumptions adopted in preparation of the programme, including (but not limited to) details of:

- Site access arrangements;
- Location and extent of site compound area (with a sketch showing layout and service requirements);
- Location and extent of laydown areas (with a sketch showing layout and service requirements);
- Materials, equipment and services to be provided by the Employer and the required timing thereof;
- Information to be provided by the Employer (planning permissions, designs, etc.) and the required timing thereof;
- Contractor submissions (e.g. permanent and/or temporary works designs, method statements, material samples), indicating the planned timing of these and the related period for consideration and approval of such submissions by the Employer;
- Work to be carried out by interfacing contractors, the required timing for such works and provisions for related access and storage requirements;
- Off-site fabrication of components (including any inspection regime at factory), the timing and arrangements for their delivery, and the timing of delivery of any critical materials or goods from off-shore suppliers;
- Other third party interactions (e.g. required timing of service supply or diversion, party-wall agreements, land purchase, air rights, statutory approvals);
- Key temporary works and related design, maintenance and removal;
- Key plant requirements and related periods of deployment;
- Key staff requirements and related periods of deployment;
- Key labour requirements - for example, the number of gangs controlling key activity production rates that are to be deployed (provision of a histogram of planned resource, by discipline, is recommended); and
- Allowances for inclement weather.

The second component is the intended programme of working, but it is only with the key planning completed and documented that this can effectively be drawn up.

The Contract Programme should provide a comprehensive breakdown of the sequence and timing of activities required to complete each section of the works - as a minimum, this should be to level 4 (main activities) in detail, and preferably level 5 (detailed activities), and accompanied by a higher-level summary document for ease of reference. Key dates and milestones should be shown, together with earliest and latest start and finish dates for each activity, the relationships (network) between activities, and the underlying critical path(s). In preparing the programme:

- Grouped activities should be avoided;
- Activity durations in excess of 28 days should be further broken down in order to provide a means for relative progress to be assessed against these yardsticks;
- Constraints should be minimised;
- Open ends (i.e. activities with no predecessor and/or successor links) should be avoided.

The Contract Programme should be prepared, titled, dated and submitted for review and approval by the Employer (and/or his consultants) in accordance with the timelines prescribed in the contract, but - in any event - as close to the commencement date as is practicable. This will enable the Employer to review not only the Contractor's intended manner of carrying out the work, but also to identify and manage his own deliverables.

An electronic copy of the programme and related documentation should be retained, and if re-submission is called for this should be clearly identified as a revision and dated accordingly.

## PROGRESS MONITORING & RECORDING

Once the Contract Programme is approved, a baseline is established against which change can be measured - this requires that the programme be monitored and actual progress recorded. Progress should be recorded on fresh electronic copy generations of the Contract Programme to ensure that base data is not inadvertently overwritten or deleted. I recommend that such recording is carried out weekly and, as a minimum, on no longer than a monthly basis, and should encompass not only the Contractor's own work-scope but also reflect the status of Employer and third party deliverables. This information will form the basis of any periodic progress reports called for under the contract.

## SUMMARY

It is difficult to overstate the importance of the Contract Programme - successful demonstration of any extension of time entitlement is likely to depend on it. Accordingly, it is imperative that adequate thought and appropriate resources be applied in its preparation in order to ensure that the optimum manner of carrying out the works is identified and recorded, and that due consideration is afforded to the particular requirements and constraints imposed by the contract terms.

If these key aspects in project planning are observed, and the actual progress of the works properly recorded, the process of identifying the cause and extent any delay will be greatly eased, and related disputes more quickly resolved.

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## MORE INFORMATION

If you would like to find out more details about any of the subjects covered in this Ebriefing please contact DGA Group through the contact details below or at [DGAGroup@dga-group.com](mailto:DGAGroup@dga-group.com)

### DGA GROUP HEADQUARTERS

33 Cavendish Square,  
London  
United Kingdom  
W1G 0PW

Tel: +44 (0)207 182 4062

**BIRMINGHAM**  
**MANCHESTER**  
**NOTTINGHAM**  
**LEEDS**  
**BRISTOL**  
**MAIDSTONE**

Tel: +44 (0)121 698 2148

Tel: +44 (0)161 932 1222

Tel: +44 (0)1332 638 061

Tel: +44 (0)113 251 5017

Tel: +44 (0)117 344 5023

Tel: +44 (0)1622 673 021

### UNITED ARAB EMIRATES

2nd floor,  
Clover Bay Tower  
Al Abraj Street,  
Business Bay  
United Arab Emirates

Tel: +971 4 818 3124

### SINGAPORE

7500A Beach Road,  
#13-324,  
The Plaza,  
Singapore 199591  
Singapore

Tel: +65 62916208

### CANADA

160 Quarry Park Boulevard SE  
Suite 300  
Calgary  
Alberta  
Canada  
T2C 3G3

Tel: +1(403) 279-1603

### HONG KONG

Office 146, 14th Floor  
Somptueux Central  
52-54 Wellington Street  
Central  
Hong Kong

Tel: +852 3980 9227

### AFRICA

Building 2  
Country Club Estate  
21 Woodmead  
Sandton  
South Africa  
2054

