The programme you accepted

The programme is a contract document. Acceptance has a clock on it, and every claim for the next three years will be measured against the version that was accepted without being tested. This paper sets out what a client commits to, what a monthly update conceals, and the six questions that reveal whether the reported position is the real one.

A white paper for clients, sponsors, programme boards and funders of capital projects.

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1 The one contract document nobody reads

A capital project runs on a set of documents that are read with care. The contract is read by lawyers. The specification is read by engineers. The cost plan is read line by line, by several people, every month.

The programme is not read by anybody, and this is not carelessness. It is a practical impossibility. A construction programme of nine thousand activities cannot be reviewed by looking at it. What matters in it is not visible on the page: the logic between activities, the constraints holding dates in place, the calendars that decide what a working day means, and whether this month's version can be traced back to the one that was agreed. None of that survives printing. A PDF of a programme is a picture of a programme.

So it is accepted — or, more often, not rejected — on the basis of a bar chart, a covering note and a meeting. And from that moment it becomes the document against which delay, disruption, prolongation and every extension of time will be measured for the rest of the project.

> The asymmetry is the whole problem. The contractor's planner spends a month building the programme. The client has two weeks to accept it, no tool with which to open it, and no one whose job it is to try.

2 What acceptance commits you to

The standard forms differ in mechanism but agree on the direction of travel: silence favours the submitting party. The windows below are short, they start on submission, and they run whether or not anyone has opened the file.

Form	The window	If the window passes in silence
NEC4 ECC, cl. 31.3	Two weeks to accept or to give reasons for not accepting	The Contractor may notify the failure; a further week and the programme is treated as accepted
FIDIC 2017, sub-cl. 8.3	21 days for the Engineer to notify non-compliance	The Contractor proceeds on the programme as submitted
JCT 2016 / 2024	No acceptance mechanism at all	Nothing formal happens — which means less protection, not more

NEC4 cl. 31.2 sets out what a programme must contain: the operations, the order and timing, float, time risk allowance, health and safety requirements, and the dates the Contractor plans to meet the Conditions of Contract. A programme missing those things is not a compliant programme, and the grounds for saying so are on the face of the clause.

The exposure, in four lines

- The accepted programme becomes the yardstick for every extension of time claim that follows.
- Compensation events and variations are assessed against it, so an inflated or untested baseline is paid for twice — once in the price and again in the entitlement.
- Your own obligations — access, information, free issue, decisions — sit inside it on dates you may never have agreed to.
- A programme accepted by silence is harder to challenge later than one accepted with recorded reservations.

3 The grounds to reject already exist

The contract does not leave a client defenceless. It gives grounds, and it gives leverage. They are almost never used, for a single reason: using them requires somebody to open the native file within a fortnight and say something specific about what is wrong with it.

Under NEC4 the Project Manager may decline to accept a programme where the plans it shows are not practicable, where it does not show the information the contract requires, where it does not represent the Contractor's plans realistically, or where it does not comply with the Scope. Those are four separate arguments, and each of them is a matter of evidence rather than opinion once the file is open.

> **The leverage clause.** NEC4 cl. 50.5 allows a quarter of the Price for Work Done to Date to be retained until the Contractor has submitted a first programme showing the information the contract requires. That is the answer to "how do I make them give me the file" — and it is the client's leverage, not the assurer's.

Under FIDIC the position is similar in effect: the Engineer's notice of non-compliance is a defined act with a defined window, and the absence of a notice is itself a decision.

Rejection is rarely the objective. A recorded, reasoned reservation is usually worth more than either acceptance or refusal, because it preserves the argument without stopping the work.

4 What a monthly update conceals

Once the baseline is set, delay does not announce itself. It is absorbed. Six mechanisms do most of that absorbing, and all six are ordinary planning practice rather than misconduct — which is exactly why they are not challenged.

The six absorption mechanisms

- **Re-sequencing between revisions.** Activities are added, split, merged or renumbered, so this month's programme cannot be matched to last month's. Once continuity is broken, no commitment made in the previous revision can be tested.
- **Logic churn.** Relationships between activities are changed. The driving path moves to a different chain of work while the reported completion date stays where it was.
- **Constraint-held dates.** Hard constraints hold key dates in place, so slippage has nowhere to show. Negative float never appears, and the programme reads as though it is under no pressure at all.
- **Duration compression without method.** Remaining durations are shortened on the strength of an acceleration that has no resource, no method statement and no cost behind it.
- **Float consumed quietly.** Delay is taken up in paths that still have float. Nothing changes on the reported date until the float is gone, at which point several months of movement arrive at once.
- **Progress claimed by judgement, not quantity.** A percentage that keeps the conversation manageable, rather than a count of what has actually been installed, tested or accepted.

4.1 What this looks like when it is measured

The figures below come from two consecutive month-end exports of a live capital project of roughly nine thousand activities, compared activity by activity. No client, no project, no sector, no dates, no activity names. They are measurements, not opinions about project reporting.

Measured	In one month, on one programme
51.7%	of activities in the current programme could be traced to the previous revision. The other half could not.
2,562	activities moved later, by a median of 31 days.
13 days	earlier — the movement of the stated completion date over the same period.
145 of 1,153	commitments made in the previous revision were met.
52%	of the logic between activities changed between the two revisions.
None	negative float anywhere in the programme.

Each of those is individually arguable. Together, in one period, they say something a sponsor cannot un-read: the date being reported is not derived from the work underneath it.

Two of these are worth arguing against

The absence of negative float is routinely presented as reassurance. It is the opposite. A programme under genuine pressure shows that pressure somewhere. One that shows none, while two and a half thousand of its activities move later, is holding its dates by constraint rather than by logic.

And the untraceable half of the programme is not a caveat about the analysis — it is the most serious finding in it. Where continuity is broken, the previous revision cannot be used to test anything at all, and the record of what was promised is simply gone.

5 Six questions to ask every month

These are not questions for us. They are questions for whoever reports to you, and they are the most useful part of this paper. A project that can answer all six is in control of its own record. A project that cannot has already separated the reported position from the real one, whether or not anybody has noticed.

1	Which activities are setting the completion date this month, and are they the same ones as last month?
2	What proportion of this programme can be traced back to the programme we accepted?
3	How many of the commitments made in last month's revision were met?
4	What confidence level attaches to the reported date, and by what method was it derived?
5	Where is float being consumed, and who is consuming it?
6	What did we ask for this month that we were not given?

Question six is the one that is never asked, and it is the one that matters most. Everything else can be answered with a document. That one can only be answered by someone willing to record an absence.

6 Assurance is not a second PMO

Appointing a project manager, a PMC or a delivery partner transfers management. It does not transfer assurance. Those are three separate lines, and the third one belongs to the client whether or not anybody is standing in it.

Line	Who	Accountable for
First	Contractor	Delivering the work, and producing the programme and the progress claim
Second	PM / PMC / delivery partner	Managing and administering delivery on your behalf, and reporting on what it manages
Third	**You — the client**	Testing whether the reported position is the real one, and whether the contract's protections are being used

The boundary, including the inconvenient parts

There are three things a project team structurally cannot do for itself, and they are the entire basis of an independent appointment. It cannot be independent of itself, because it reports on its own organisation's work. It cannot quantify, because a defensible confidence level requires correlated simulation over the real activity network. And it cannot report what it was not given, because "the project could not evidence this" is career-limiting written from inside and routine written from outside.

The inconvenient half of that boundary applies to us. An assurance function embedded on a project is captured within about two months — which is why auditors rotate, and why this work is done at a distance, on a defined cycle, with no line management and no decisions taken on the client's behalf. Distance is not an apology for the model. It is the model.

7 The contemporaneous record

There is a second reason to test the programme every month, and it has nothing to do with management information.

When a delay is argued — two years later, in front of an adjudicator, a tribunal or a court — what carries weight is what was recorded at the time by someone with no interest in the outcome. A forecast produced after the event, however competent, is an expert opinion. A forecast produced monthly, before the outcome was known, sealed and never revised, is evidence.

So each month's position is recorded as it stood: the date, the confidence level, the assumptions, the source files by hash, and the seed the simulation ran under, so the analysis can be re-run and audited rather than taken on trust. Nothing is amended afterwards. Where a later month proves an earlier forecast wrong, both stand, and the difference between them is itself a finding.

> A record built this way costs nothing extra to produce and is worth a great deal at the only moment it is ever needed. Its value is precisely that it was made before anyone knew which way the argument would run.

8 Getting the data, and why timing decides the price

All of this depends on receiving the native programme file rather than a report about it, and cost as a defined data set rather than a reformatted spreadsheet. Both are ordinary requests, and both become considerably harder to make once a project is in dispute.

The time to write them into the appointment is at award, when nobody has anything to defend. A short clause requiring the native export, the cost data in a fixed schema, and evidence above an agreed threshold, costs nothing at that point. The same clause negotiated eighteen months later, after the first serious slippage, is a commercial event with a price attached.

The same applies to the retention mechanism in NEC4 cl. 50.5. It is available from day one and it is almost never invoked, because by the time anyone wants the file badly enough to use it, the relationship in which it might have been used routinely has already gone.

9 What this does not do

Four limits, stated plainly, because a paper that claims more than it can prove is worth less than one that claims nothing.

- **It does not manage the project.** No instruction to the contractor, no decisions taken on your behalf, no parallel reporting line. Assurance that starts managing has stopped being assurance.
- **It does not replace the PMO or the project manager.** It tests their output. A good team gets a report that says so, in terms they can put in front of their own board.
- **It cannot verify what is not released.** Where evidence is withheld or does not exist, the report records that it was asked for and not provided. It does not fill the gap with an estimate.
- **It is not legal advice.** Findings are framed against contract mechanisms and their windows so that you and your advisors can decide what to do with them. Clause references are given so they can be checked.

10 Two ways to start

Neither of them is a retainer. A monthly service should be the consequence of what a fixed-scope piece of work found, or it should not happen at all.

Free	**The distress diagnostic** Twenty questions across eight weighted domains, about four minutes, returning a 0–100 index, your three weakest domains and a concrete action for each over the next ten days. Nothing is stored, sent or tracked — no account, no cookies, no server. The questions ask what is, not how you feel about it.
Fixed fee	**The mobilisation review** A defined scope, a defined price and no ongoing commitment. The accepted programme and the current one are tested properly, once: traceability, logic, calendars, constraints, the driving path, the cost data set and a quantified position. You end with a written baseline of where the project actually is, what the contract still allows you to do about it, and whether monthly assurance is worth buying. If it is not, you have learned that for the price of a review rather than over a year.

About the author

William Lord has spent over thirty years in capital project delivery across life sciences and GMP manufacturing, oil and gas, energy and infrastructure — client-side, contractor-side and consulting. The recurring work has been recovery: projects already in delay and over budget, taken from a current-state assessment through re-baselining, restructuring and control into commissioning and handover. Primavera P6 hands-on rather than in principle; quantitative schedule and cost risk analysis; and forensic planning and delay analysis used in claim resolution. PMP, and a CIArb-accredited mediator — a credential that does real work in a paper about contractual exposure.

Project Central Assurance is a single practitioner, deliberately. A report signed by someone who did not read the file is worth nothing.

To discuss a programme

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The most useful first conversation is thirty minutes about one programme. Bring the native export if you can — that is where the answer is.