

COMMERCIAL CONTROL KIT™ · CLIENT DELIVERABLE

Entitlement Statement — CE-009

Formal entitlement analysis for CE-009. Contractual basis, facts relied upon, impact on Defined Cost and Completion Date, and supporting evidence index.

PROJECT	Crestfield Distribution Centre, Warrington
REF	CREST-ES-CE009
CONTRACT	NEC4 ECC Option A · £3,814,200
PERIOD	Period 7 · May 2026

— ENTITLEMENT STATEMENT — CE-009

HV Switchgear Design Change — Contractual Entitlement

ENTITLEMENT

The Contractor is entitled to a change to the Prices (clause 63.1) and to the Completion Date (clause 63.5) under clause 60.1(1). The Project Manager gave an instruction (PMI-047) which changed the Scope by replacing the specified 11kV ring-main unit (Schneider RM6)

with a 33kV switchgear panel (Schneider MCSET), together with the associated civil base, cable-trench and termination works.

– CCK PACK

FACTS

1. Works Information Part 2, Section 4.3.1 specified an 11kV ring-main unit (Schneider RM6 or approved equiv).
2. Revised DNO connection agreement DNO-CRE-2026-044 (18 Mar 26) increased the incoming supply from 11kV to 33kV.
3. PM instruction PMI-047 (24 Mar 26), signed R. Whitworth (Alder Cost Consultants), changed the specification to a 33kV MCSET panel.
4. Contractor became aware 24 Mar 26 at 14:22; early warning issued 25 Mar 26 (clause 15.1), acknowledged same day.
5. CE notified by Contractor on 26 Mar 26 — 2 days from awareness, within the 8-week window per clause 61.3 (expiry 19 May 26).
6. PM responded 28 Mar 26 (clause 61.4) — CE not disputed; quotation requested.
7. Quotation submitted 8 Apr 26 per clause 62.3, 10 days ahead of the 18 Apr deadline.
8. PM's two-week period for reply expired 22 Apr 26 (clause 62.6) without an assessment. PM requested further information on the DNO witness-testing lead 12 May 26; Contractor responded 14 May 26. Assessment outstanding.

COST IMPACT

+£43,039 change to the Prices (Defined Cost assessed using the Schedule of Cost Components, plus the Fee at 11.5% per Contract Data Part 2). Breakdown: plant & materials £18,400, subcontracted civils £8,200, people £2,800, equipment £4,400, charges/prelims £4,800 — Defined Cost £38,600; Fee £4,439; submitted at £43,039.

TIME IMPACT

+1.5 weeks change to the Completion Date. Critical path impact: the 33kV panel requires a DNO-attended witness test with a 4-week booking lead against 2 weeks for the 11kV arrangement, partially mitigated by re-sequencing other activities. Accepted Programme Rev 6 (14 Mar 26) shows HV commissioning completing Week 38; Programme Rev 7 shows Week 39.5. Net delay: 1.5 weeks. No float consumed.

CLAUSE 62.6 POSITION

The PM did not reply to the Contractor's quotation within the two-week period for reply (clause 62.6), which expired on 22 April 2026. The Contractor's position under clause 62.6 is **reserved and documented, but is not operative and is not relied upon**: no deemed-acceptance notice has been issued and CE-009 remains recorded as submitted and awaiting the PM's assessment. The Contractor responded cooperatively to the PM's 12 May information request on 14 May 2026 to preserve the commercial relationship.

EVIDENCE

See Evidence Bundle Index (EBI-CE009): 10 items, EV-009-01 to EV-009-10 — PMI-047, DNO connection agreement DNO-CRE 044, Works Information Part 2 §4.3.1 extract, Schneider quotation SC-2026-1147, civil works estimate CE009-CIV-01, Programme Rev 6 and Rev 7 extracts, early warning, CE notification and PM response, site photographs of the existing 11kV installation. Completeness verified 10/10.

← CCK PACK



CE-009 LIFECYCLE · 6 DELIVERABLES

