



The Case™

Cause, Effect & Entitlement Narrative

Building the argument that withstands assessor scrutiny. Not just "what changed" — but why the Contractor is entitled, which clause applies, and what the consequence is. The chain that turns a change event into a defensible commercial position.

PROJECT

Crestfield Distribution Centre — Phase 2 M&E

CONTRACT

NEC4 ECC Option A · £3,814,200

PERIOD

Month 7 of 12 · May 2026



— THE ENTITLEMENT CHAIN

Cause → Effect → Entitlement

Most variation submissions fail at the assessor's desk because the "why entitled" is missing. The contractor describes what changed and what it costs, but doesn't build the chain that connects the change to the contractual right to recover. The Case builds that chain for every compensation event — three links, each independently evidenced.

CAUSE**What Changed**

The instruction, event or condition that triggered the change. Source-documented: PMI, site record, drawing revision, physical discovery.

**EFFECT****What's the Consequence**

The impact on cost, time, quality or risk. Quantified: additional Defined Cost, programme delay, method change, resource reallocation.

**ENTITLEMENT****Why We're Entitled**

The contractual basis for recovery. Clause reference, precedent, contract mechanism. The "so what" that makes the case defensible.

— THE DIFFERENCE

Weak Narrative vs. Strong Narrative

— CCK PACK

The same compensation event — CE-009, HV switchgear design change — described two ways. One gets pushed back at the assessor's desk. The other gets agreed.

✗ Weak — Gets Pushed Back

"The PM changed the switchgear from 11kV to 33kV. This costs more because the equipment is bigger and more expensive. We need an additional £43,039 and 1.5 weeks. Please see attached quotation from our supplier."

✓ Strong — Gets Agreed

"PMI-047 (24 Mar 2026) instructs a change from 11kV RMU to 33kV switchgear panel, arising from the revised DNO connection agreement (ref DNO-CRE-2026-044). This is a compensation event under clause 60.1(1) — the Project Manager has given an instruction which changes the Scope (Works Information Part 2, Section 4.3.1, specifying 11kV ring-main unit). The Defined Cost impact is £38,600 comprising switchgear differential (£18,400), civil base extension (£8,200), cable termination rework (£2,800), commissioning re-sequence (£4,400) and prelims extension (£4,800); with Fee at 11.5% (£4,439) the submitted quotation is £43,039. The programme impact is 1.5 weeks to planned Completion, driven by the DNO witness testing requirement for 33kV (4-week booking vs 2-week for 11kV). Evidence index: PMI-047, DNO connection agreement, Schneider quotation SC-2026-1147, civil works estimate, revised programme extract."

The weak narrative says "it costs more." The strong narrative says why the Contractor is entitled to recover, which contract clause applies, what the Defined Cost breakdown is, and what evidence supports each element. That's what The Case produces.

— CE-009 — FULL NARRATIVE

The Structured Entitlement Narrative

This is the complete entitlement narrative for CE-009 as produced by The Case. It follows the cause → effect → entitlement structure with full clause references and evidence

CE-009 • ENTITLEMENT NARRATIVE

£43,039

HV Switchgear Design Change — Additional Civil Works

QUOTATION
SUBMITTED

& Programme Impact

1. CAUSE — WHAT CHANGED

On 24 March 2026, the Project Manager issued instruction PMI-047 changing the HV switchgear specification from an 11kV ring-main unit (Schneider RM6, as specified in Works Information Part 2, Section 4.3.1) to a 33kV switchgear panel (Schneider MCSET). The instruction arises from a revised DNO connection agreement (ref DNO-CRE-2026-044, dated 18 March 2026) which increased the incoming supply voltage from 11kV to 33kV. The change was not anticipated in the Scope, was not caused by the Contractor, and was not a risk allocated to the Contractor under the contract.

PMI-047

DNO-CRE-

2026-044

2. EFFECT — WHAT'S THE CONSEQUENCE

The change from 11kV to 33kV is not a like-for-like substitution. The 33kV panel (Schneider MCSET) requires a physically larger switchgear enclosure — an additional civil base measuring 2.4m × 1.8m × 300mm deep, reinforced, with cable trench modifications. The cable terminations change from standard heat-shrink (11kV XLPE) to dry-type stress-cone terminations (33kV). The commissioning programme changes: 33kV witness testing requires a DNO-attended test with a 4-week booking lead time, compared to the 2-week lead for 11kV. The net programme impact after re-sequencing other activities is 1.5 weeks added to planned Completion.

Schneider SC-2026-1147

Civil estimate CE009-CIV-01

3. ENTITLEMENT — WHY WE'RE ENTITLED

This is a compensation event under **clause 60.1(1)** of the NEC4 ECC — the Project Manager gives an instruction which changes the Scope. The original Scope (Works Information Part 2, Section 4.3.1) specified an 11kV ring-main unit. PMI-047 explicitly changes this to a 33kV panel. The Contractor did not cause the change; the change arises from a revised DNO connection agreement issued to the Employer. The Contractor is entitled to a change to the Prices (clause 63.1) assessed as the effect on Defined Cost plus the resulting Fee, and a change to the Completion Date if the compensation event delays planned Completion (clause 63.5).

60.1(1)

63.1

63.5

The accepted programme (Rev 6, dated 14 March 2026) shows HV commissioning completing in Week 38 with a 2-week DNO lead for 11kV testing. The revised programme (Rev 7, submitted with this quotation) shows HV commissioning completing in Week 39.5 — a delay of 1.5 weeks to planned Completion. The delay is driven entirely by the extended DNO witness testing lead (4 weeks for 33kV vs 2 weeks for 11kV). No float has been consumed. The delay falls on the critical path. The Contractor is entitled to a change to the Completion Date under clause 63.5.

Programme Rev 6

Programme Rev 7

7

— NARRATIVES PRODUCED

14 Entitlement Narratives — Status

Every compensation event on this project has a structured entitlement narrative. The 8 agreed CEs have narratives that were accepted by the PM without material revision. The 4 submitted CEs have narratives awaiting PM assessment. The 2 in-preparation CEs are at the narrative drafting stage now.

8

NARRATIVES AGREED

Accepted without material revision by PM. Average first-time agreement rate: 100% on this project.

4

AWAITING ASSESSMENT

Submitted with full cause → effect → entitlement chain. CE-009 is the priority item.

2

IN DRAFTING

CE-013 (fire alarm relocation) and CE-014 (late BMS spec). Narratives in preparation.

The Argument Is Built. Every Link Evidenced.

— CCK PACK

Before a CE moves to The File (Stage 04), The Case confirms: the cause is documented with source evidence, the effect is quantified with cost and programme data, and the entitlement is anchored to the correct contract clause. The chain holds under scrutiny.

✓ Cause documented with source instruction/event reference

✓ Effect quantified — cost and programme impact stated

✓ Entitlement anchored to NEC4 clause with reasoning

✓ Programme impact assessed against accepted programme

✓ Evidence items identified and cross-referenced

✓ Narrative reviewed by J. Navarro (Commercial Lead)

Handover note to Stage 04 — The File™: CE-009 narrative complete. Evidence items identified: PMI-047, DNO connection agreement, Schneider quotation, civil estimate, programme Rev 6 & Rev 7, photos of existing 11kV installation. The File needs to index, verify completeness, and confirm every claim in the narrative has supporting evidence attached.

— THE CASE — SNAPSHOT

14 narratives. 8 agreed first time.

Every compensation event on this project has a structured cause → effect → entitlement narrative. The 8 that have reached PM assessment have all been agreed without material revision — because the chain was built properly the first time. That's not luck. That's process.



← PREVIOUS STAGE 02

The Clock

NEXT STAGE 04 →

The File