



SUPPLEMENTARY PROJECT AGREEMENT - SCOPE

Introduction

Prior to the Supplementary Project Agreements being implemented on Category 1 Projects and Category 2 R&M Sites scope exclusions are agreed as part of the SPA negotiation process over a number of meetings. During this process proposed exclusions from scope are discussed, developed and finally agreed upon as part of the SPA as a whole.

SPA In-Scope Definitions

This section of most SPAs is generally standard and traditionally lists in-scope areas of work in line with the definitions in NAECI 1.4(a)(i). For example, craneage in support of in-scope work and work undertaken by NAECI operatives in support of pre-commissioning and commissioning work are often included as in-scope work.

SPA Out-of-Scope Work

This SPA section is understandably always more prescriptive and lists operations and areas of the site which are not in-scope, specific to the project.

NAECI out-of-scope work can include, but is not limited to:

- Repair, maintenance or minor modification work
- Pre-commissioning and commissioning work
- Work associated with admin buildings and general infrastructure (building services)
- Civil work and sub-contracts of the civil works contractor
- Craneage in support of civil activities
- Specialist activities performed by contractors/vendor/suppliers
- Catering, cleaning, security and other ancillary
- Work carried out by the client
- Any other such works as agreed by the PJC

Scope Issues at PJCs

Most PJCs operate through to conclusion without scope issues arising. However, scope issues tend to be raised where:

- Potential scope issues and conflicts are not identified, raised and considered thoroughly enough for inclusion at the time of SPA development
- A signatory employers' association member company engaged on work in-scope of the SPA is also sub-contracted to the civil contractor undertaking the same or other work

Guidance

It is highly recommended that at the time of SPA negotiations all potential scope issues specific to the project (or site), including but not limited to those above, are fully considered and appropriately defined during the discussions.

To ensure that this process is undertaken thoroughly the negotiating parties should make robust investigations into all of the anticipated project work. Detailed information on the work should be made available by the main / managing contractor and/or client so that the parties are satisfied that all relevant work areas have been reviewed with regards to scope.

It should be possible to identify all of the upcoming work during the SPA negotiation process. However, where additional un-anticipated work does arise following the signing off of the SPA and during the course of the project, then the employer(s) should ensure that it is raised as early as possible with the Trade Unions and the PJC to discuss the appropriate scope allocation.

The NJC Regional Operations Manager (ROM) in attendance at the SPA discussion meetings will ensure that discussions on potential scope issues are fully explored and will also advise and give guidance on all other SPA development matters as required.

Reference: NAECI 1.4(a)(i)&(c); NAECI Appendix D, Annex A.3. Scope.