



Contractual and Mid-Project Risk Management

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A circular inset image on the left side of the slide shows a construction site. Two large tower cranes are visible against a light sky, positioned between two multi-story building frames under construction. The building frames are made of dark metal or steel, showing a grid-like structure. The entire scene is framed within a white circle that is set against a dark blue vertical bar on the left side of the slide.

Contractual and Mid-Project Risk Management

- Contractual Agreements
- Communications protocol
- Pro forma notices as agreed Day One
- Collaborative approach to project management within the PWC framework
- “Stockpile or set them free”
- Practical tips for avoiding claims



Contractual Arrangements

- Review Schedule K before you tender
- Review programme and Employer's Requirements
- Memorise variation procedure
- Adhere to your quality assurance policy
- Communicate any programme issues NOW
- Project Board
- Standing Conciliator
- What about a CAP (Conflicts Avoidance Process)?



Conflicts Avoidance Process

- Transport for London & RICS
- New panel for each dispute
- 21 Day process
- Findings & Recommendations
- Non binding
- Possible in Ireland?

A circular inset image on the left side of the slide shows a construction site. Two large tower cranes are visible against a light sky, positioned over the steel framework of a multi-story building under construction. The building's structure is composed of a grid of steel beams. The entire scene is framed within a circular border.

Communications Protocol

- What is it?
- Does it have contractual status?
- Any external consultants to assist?

Pro Forma Notices Agreed Day One

- Notice of Charge Order (Clause 10.3 and Clause 4.14)
- Notice of Claim for time and money (Clause 9.3.1)
- Notice of Conciliation (Clause 13.2)
- Notice of Employer's Claims (Clause 10.9.1)
- Notice of dispute (Clause 13.1.1)
- Notice of Instruction required (Clause 4.11.1)
- Notice of Start date (Clause 9.1.1)
- Notice of Termination (Clause 9.2.3 and Clause 12.1.1)
- Notice of Payment Claim (Clause 11.1.1)
- Notice of Referral to Arbitration (Clause 13.2.11)

A circular inset image on the left side of the slide shows a construction site. It features two large cranes and the skeletal steel framework of a building under construction. The background of the slide is a dark blue vertical bar.

Collaborative Approach to Project Management

- Is this part of the PWC framework?
- PW – CK10 Public Works Contract for Early Collaboration
- Paper published by TUD September 2019
- Will BIM charge all contracts?
- Will Blockchain and Digitalisation aid collaboration?
- What does collaboration cost you?



"Stockpile or Set them Free"

- When is the best time to settle a dispute?
- Is there an advantage in stockpiling disputes?
- Is there a downside to an immediate notification?

Practical Tips for Avoiding claims

- Document discussions
- Reduce all communications to writing (Clause 4.11.2)
- Maintain a notices ledger
- Insist the Employer's Representative issues decisions
- Think of the next project

Questions and Thank You



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