



What happens when the  
Project Manager goes  
quiet?

NECtar<sup>o</sup>  
sessions

# Introduction



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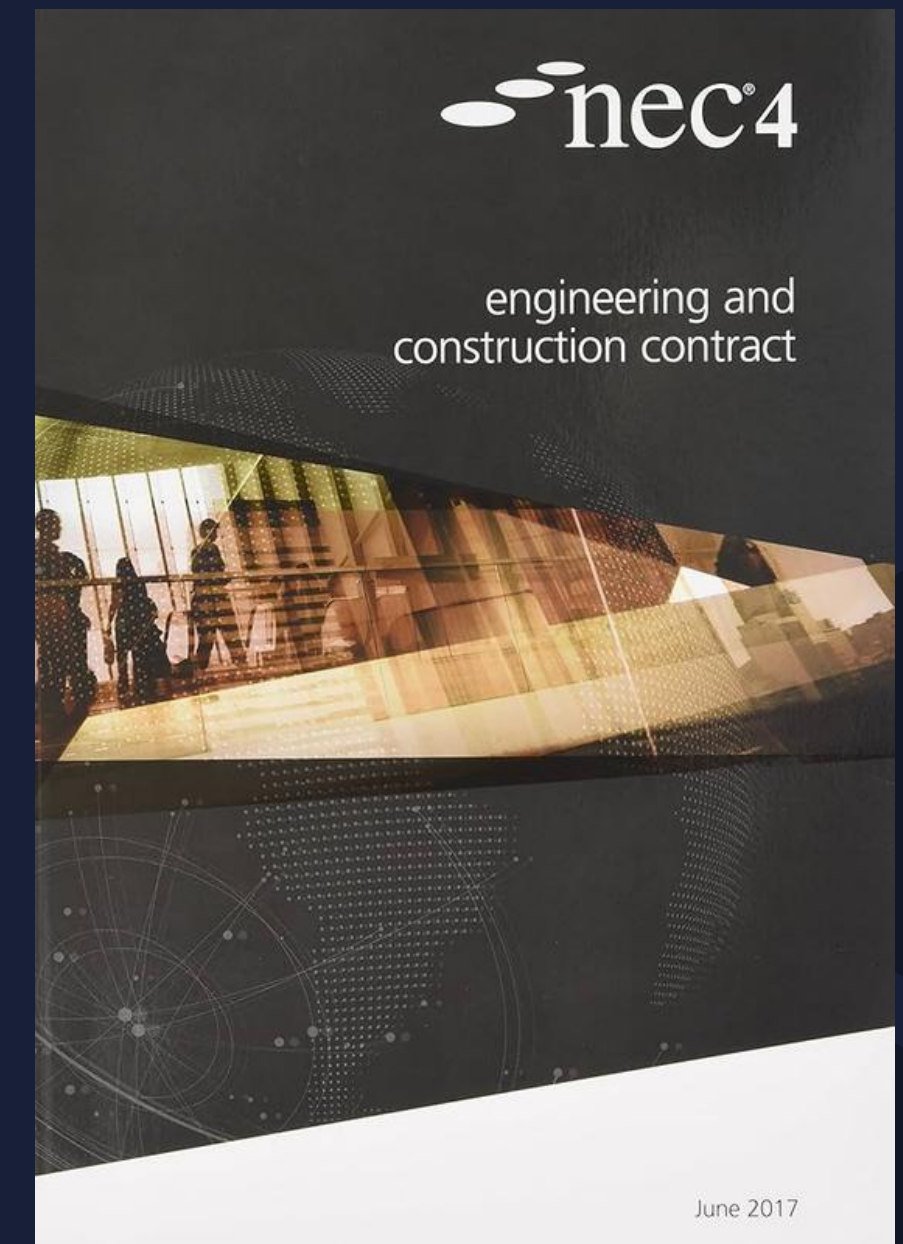


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# Today's Session...

- Which ECC clauses **need** a *Project Manager* response?
- Which ECC clauses **do not need** a *Project Manager* response?
- What if there is no response, and what are the implications?
- How to encourage quick responses
- *Project Manager* and *Contractor* perspectives
- Q&A



**Does your *Project Manager* always respond within their timescale?**

**If not, which responses are usually lacking the most?**

Put your answers in the Q&A chat





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**Which ECC clauses **need** a  
*Project Manager* response?**



# Which ECC clauses **need** a *Project Manager* response?

- If the contract requires the *Project Manager*, the *Supervisor* or the *Contractor* to reply to a communication, unless otherwise stated in these conditions of contract, they reply within the **period for reply** (13.3).
- The **period for reply** (and there may be more than one for different circumstances) **is unique to your contract** and stated in the Contract Data.
- The *Project Manager* replies to a communication submitted or resubmitted by the *Contractor* for acceptance. If the reply is not an acceptance, the *Project Manager* states the reasons **in sufficient detail** to enable the *Contractor* to correct the matter... A reason for withholding acceptance is that more information is needed in order to assess the *Contractor's* submission fully (13.4).

# Which ECC clauses **need** a *Project Manager* response?

For example...

- **16.1/16.2** – value engineering proposal (4 weeks) – lapses?
- **16.3** – proposal to add an area to the Working Areas – silence could lead to major problems, Options C to E.
- **17.1** – *Contractor* notifies ambiguity/inconsistency – *Project Manager* states how it should be resolved – how can the *Contractor* proceed with that issue?
- **17.2** – *Contractor* notifies illegality/impossibility in the Scope – *Project Manager* states how it should be resolved and must give an instruction, again, how else can the *Contractor* proceed with that issue?

# Which ECC clauses **need** a *Project Manager* response?

And...

- **21.2** – *Contractor's design* – submitted for acceptance if Scope requires this – delay gets very messy – note the hold point!
- **23.1** – Design of Equipment submitted for acceptance, if instructed – no hold point.
- **24.1** – proposed replacement *key person* – could bring the job to a standstill?
- **26.2** – names of proposed Subcontractor submitted for acceptance – delay = more time/cost?
- **26.3** – proposed subcontract documents in certain circumstances – delay = more time/cost.

**Which ECC clauses **do not need**  
a *Project Manager* response?**



# Which ECC clauses **do not need** a *Project Manager* response?

For example...

**15.1**

Early warning notification by *Contractor*

**15.2**

*Contractor* instructs *Project Manager* to attend an early warning meeting

**26.4**

Subcontractor pricing documents (Option C to F), submission, but no reference to acceptance

**What if there is no response,  
and what are the implications?**



# What if there is no response and what are the implications?

- Firstly, find out **why** (10.2) – ill health, other issues, pressure of work, capability?
- Maybe look to agree to extend the **'period for reply to a communication'** (13.5).
- Do nothing – always an option.
- No reply in time = compensation event (60.1(6)).
- Reply not following contract = compensation event (60.1(9)).
- *Contractor* may kick start **deeming provisions** (such as programmes (31.3), **compensation events** (61.4, 62.6 & 64.4) and finalising **Defined Cost** (50.9, C to F).



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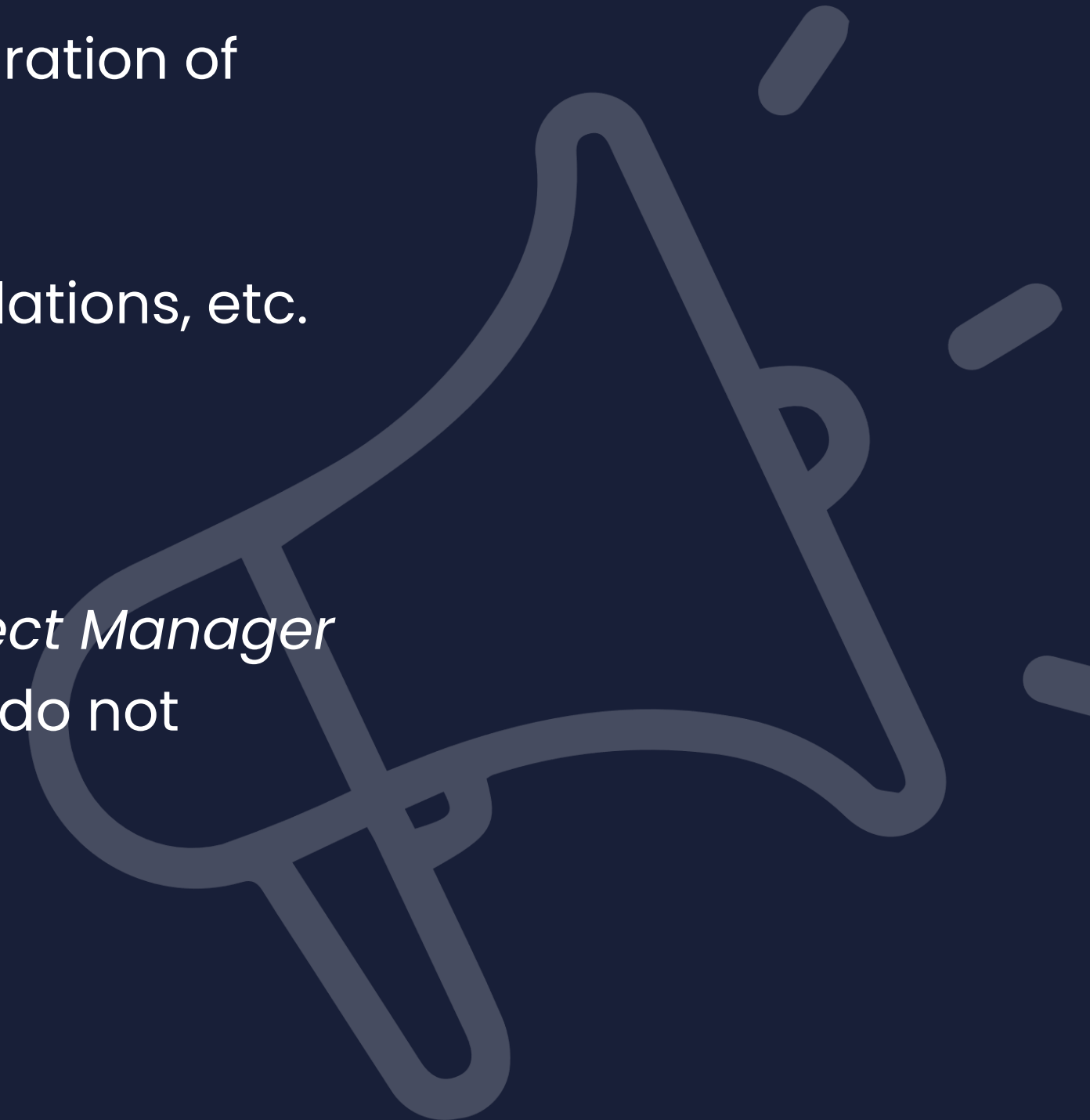


# How to encourage quick responses



# How to encourage quick responses

- 10.2 – trust and co-operation – **work together** during preparation of deliverables (collaborate).
- Explain, challenge, tell the truth, assist with evidence/calculations, etc.
- **Smash the timescales**, don't just meet them!
- **Collaborate** in the truest sense, which means that the *Project Manager* can freely say... "but if you submit that, I'm afraid I will say I do not accept because...".



***As a Project Manager, do you find it easier to respond using a contract management system?***





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# ***Project Manager*** perspective



# Stakeholder engagement

- In person meetings
- Develop relationships
- Understand drivers

# Stakeholder management

- Workload
- Amount of communication
- Speak first, “communicate\*” second
- Use discretionary contract mechanisms (31.3, 61.4, 62.6)

\*as the contract requires – clause 13

# Clear ask

- Provide **clear** communications
- Adequately detailed substantiation
- Make it **readable**

# Escalation

- *Contractor / Client* informal discussions
- Resolving and Avoiding Disputes (**W Option**)



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# ***Contractor perspective***



# Clear communication

- Know your PM
- Understand their **informal** communication preference
- Use **clear** and **simple** language

# Collaboration

- Help your PM
- Provide information to support
- **Honesty** in communications

# Drumbeat

- Early diary management
- Regular meetings
- Appropriate engagement

# Proactive and Reactive

- Clear understanding – contract terms / methods
- Engage **pre-contract**
- React to change – people / work / behaviours

# Q&A Time

## Closing question

Does anyone have any other aspects of the *Project Manager* response that they would like to know about that we may have not covered today?