RISHI JAVERI · PROJECT CONTROLS DIRECTOR · QUICK REFERENCE

SCL Protocol 2017 — Project Controls Quick Reference

A practical one-page aid to the key ideas of the Delay and Disruption Protocol. Not a substitute for the Protocol or your contract.

Practical learning aid only — not legal advice, and not a substitute for the SCL Delay and Disruption Protocol (2nd Edition, 2017), your contract, or the governing law. The Protocol is guidance; it does not determine entitlement. Core Principle (CP) references are indicative.

KEY CONCEPTS

- **The Protocol is guidance, not law.** The contract, governing law, facts and evidence decide entitlement.
- **Delay** = critical delay to completion (a time question → EOT).
- **Disruption** = loss of productivity (a money question; independent of the finish date).
- **Critical path** = the longest path driving completion; least float. It *shifts* over time.
- **Float** = spare time before a path affects completion (total float) or its successor (free float).
- **Baseline** = the agreed starting line; must be realistic, logic-driven and (ideally) accepted.
- **Assess contemporaneously** — don't "wait and see". CP4

DELAY TERMINOLOGY

- **Employer / Contractor Risk Event** — who bears the risk under the contract.
- **EOT** — relieves LDs for Employer-risk delay; sets a new completion date; stops time going "at large". CP2
- **Net vs gross** — EOT = Employer-risk critical delay, not total slip.
- **Fragnet** — a sub-network modelling an event's impact.
- **Data date** — the "as-at" line dividing actual from forecast.
- **Prospective** — likely impact from a point in time. **Retrospective** — actual impact with hindsight.

SIX ANALYSIS METHODS 11.5

- **Impacted As-Planned** — events on the baseline; theoretical; least data.
- **Time Impact Analysis** — fragnet on the contemporaneous update; forecast; fits "assess as you go".
- **Time Slice Windows** — critical path read per window from updates; needs good updates.
- **As-Planned vs As-Built Windows** — plan vs record per window; needs good as-built.
- **Retrospective Longest Path** — trace the as-built critical path back from completion.
- **Collapsed As-Built (but-for)** — remove events from the as-built; needs imputed logic.
- **No preferred method** — choose by records, stage, contract, value, proportionality. CP11

CONCURRENCY

- **Not** just "two delays at once". Needs two effective causes of critical delay — one each side — coinciding in time. Rare.
- **Three gates:** opposite risk · genuine criticality (no float) · coinciding effects.
- **Time (CP10):** Contractor's concurrent delay should not reduce the EOT due.
- **Money (CP14):** generally no prolongation for the concurrent period — unless Employer-caused loss can be separated.
- **Contract & law govern** — jurisdictions differ (incl. apportionment).

EOT, FLOAT & COMPENSATION

- **Float** is generally not owned by either party unless the contract says so. CP8/9
- A delay absorbed by float usually gives **no EOT**.
- **EOT ≠ money.** Different doors, different keys. CP12
- Four outcomes: both · time-only · money-only (disruption) · neither.
- **Mitigation** (CP15) = reasonable steps, no significant cost. **Acceleration** (CP16) = cost to finish earlier; instructed = compensable, constructive = difficult.

EVIDENCE CHECKLIST CP1 / APP. B

- **Programme** — baseline, updates, revisions
- **Progress** — actual start/finish, % complete, as-built
- **Resource** — labour, plant, subcontractor, timesheets
- **Cost** — reports, applications, valuations
- **Correspondence** — RFIs, instructions, notices, minutes, drawing registers
- **Contract & tender** documents
- **Keep records contemporaneously** — reconstructed narratives are discounted.

PROGRAMME CHECKLIST

- Baseline accepted / reviewed under the contract
- Realistic durations; complete logic; minimal open ends
- Few constraints — each justified (no mandatory-finish forcing the date)
- Updates with correct data date and honest actuals
- Dated snapshots saved; audit trail preserved (never overwrite)
- Float real, not manufactured; criticality demonstrated, not asserted

COMMON MISTAKES

- Treating "SCL Protocol" as law or as proof of entitlement
- Confusing delay (time) with disruption (money)
- Equating total lateness with EOT entitlement
- Assuming "critical in P6" = critical to the contract completion date
- Trusting an unaccepted or constraint-propped baseline
- Picking a method for its number, or one the records can't support
- Calling any temporal overlap "concurrency"
- Assuming EOT brings prolongation money
- Reading "mitigate" as authority to accelerate and recover cost
- A global claim used to cover a records failure

Primary reference: Society of Construction Law, *Delay and Disruption Protocol*, 2nd Edition, February 2017. Outcomes depend on the facts, the contract and the law. The full 24-part series: rishijaveri.com/insights/scl-protocol