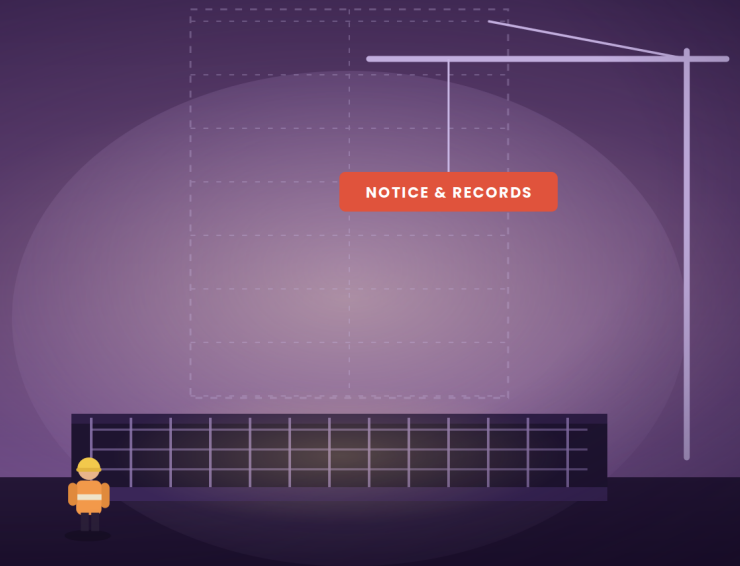


— PROJECT SERVICES

The Best Time to Build a Claim Is Before You Need One

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Introducing Systech MDP Project Services

A specialist subcontractor's entitlement to time and money is not created in a dispute. It is created, or quietly lost, week by week on the project, in the notices that were or weren't served and the records that were or weren't kept. By the time a matter reaches arbitration, litigation or a board of contract appeals, that entitlement is already fixed. Whoever you bring in at that stage can only recover what the paperwork is capable of proving.

That is the uncomfortable truth behind most failed delay, change-order and disruption claims. The merits were there. The money was genuinely owed. What was missing was the unglamorous discipline that turns a real grievance into a recoverable claim: **timely notice and contemporaneous records**. And it goes missing for an entirely understandable reason: a subcontractor's people are busy building, not minding the contract.

This is the gap Systech MDP Project Services is built to close. It is a service we deploy ahead of any dispute, embedded in the live project, to lay the groundwork that ensures a claim can actually be pursued, and funded, and won, if it ever needs to be.

What the service does, and when

Project Services puts the right contractual discipline on the project from the outset, rather than reconstructing it under pressure years later. In practice that means two functions working together throughout the work:

A Contracts Manager who owns the contractual machinery: tracking the notice regime, serving notices and notices of intent to claim on time, and managing correspondence so it builds the record rather than damaging it. They are the reason a contractual window never closes unnoticed.

A Scheduler who owns the truth about time: the baseline schedule, the progress updates, and the analysis of events as they occur. They are the reason you can later prove cause and effect rather than merely allege it.

The defining feature is timing. This is not a claims team assembled after the relationship has broken down. It is a capability working quietly inside the project while it is still running, so that the foundations of any future claim are being laid in real time, by people whose job that is.

Backed by purpose-built technology

What sets Project Services apart is that our people are not working with off-the-shelf tools. They are supported by Systech's own bespoke, **AI-enabled delay analysis and disruption calculation software**, technology developed specifically for the demands of construction disputes.

That matters in two ways. First, it makes the discipline faster and more consistent: schedules are baselined and updated, events are impacted, and disruption is measured against contemporaneous data continuously through the project rather than reconstructed in a rush at the end. Second, it raises the quality of the output. Delay analysis built on a methodology recognized by **AACE International's Recommended Practice 29R-03 (Forensic Schedule Analysis)**, and disruption measured by quantified, data-driven calculation rather than broad-brush assertion, produces claims that are harder to challenge, and therefore quicker to settle and more readily funded.

The technology does not replace judgment; it amplifies it. It lets an experienced Contracts Manager and Scheduler do, in real time and at scale, the analytical work that would otherwise be impossible to keep current across a live project, so that the entitlement position is always known, always evidenced, and always claim-ready.

Why timing is everything

Modern construction contracts do not reward you for being right. They reward you for being right and on time.

- On federal work, the Changes and Differing Site Conditions clauses require prompt written notice, and the Contract Disputes Act requires a properly certified claim. Miss the notice or the certification and recovery can be lost, reduced or deferred, however strong the underlying case.
- The ConsensusDocs and EJCDC families tie a contractor's right to additional time or money to giving written notice of a changed condition, delay or claim within a defined window, typically a matter of days, as a precondition to recovery.
- Even the widely used AIA forms require a claim to be initiated by written notice within 21 days of the event that gave rise to it (A201-2017, § 15.1.3.1), pursued through the contract's procedure and to its standard of substantiation.

These provisions are increasingly drafted, and increasingly enforced by courts, as **conditions precedent**: miss the notice and you do not get a smaller award, you get nothing. The right never arises. No court, arbitrator or board can rescue an entitlement the contract extinguished months earlier because nobody served a one-page notice on time. Project Services exists precisely so that those notices are served, on time, every time.

CONDITIONS PRECEDENT

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Records are what let you walk through the door

Notice opens the door; records are what let you walk through it.

A delay claim lives or dies on the schedule, properly baselined, updated with real progress, against which delay can actually be demonstrated. A change order needs the instruction, the marked-up scope and the record of what was done and at what cost. A disruption claim, the hardest of all, needs labor and productivity records granular enough to separate your own inefficiency from disruption caused by others.

AACE International's recommended practices on forensic schedule analysis and lost labor productivity, and the wider body of US forensic-claims practice, reduce this to one principle every subcontractor should pin to the wall: **keep contemporaneous records**. Records made while the work is happening are worth more than any expert report written two years later, because they cannot be dismissed as reconstructed for the dispute. Project Services is the discipline that ensures those records exist, are organized, and are claim-ready long before anyone asks for them.

The groundwork that makes everything downstream possible

The value of doing this early is not only that it protects entitlement. It is that it makes every later option available and stronger.

A well-papered position settles faster and on better terms, because the other side can see the case is real. It defeats claims made against you. And, this matters, it is the difference between a claim that **can be funded** and one that cannot: litigation funders and contingency-fee counsel diligence the records before they will back anything, so the work Project Services does on day one determines whether, on day five hundred, the dispute can be run at little or no cost and no balance-sheet risk to you. Project Services is the front end that makes the rest of what we do possible.

The economics are not close

The arithmetic is stark. The cost of embedding this discipline across the life of a project is trivial set against the value of a single well-evidenced delay or change-order account, where the gap between a fully papered claim and a poorly papered one routinely runs into six and seven figures. This is not overhead. It is **the only insurance that pays out on the claims you will actually need to bring**, and it pays out precisely because the premium was paid in advance, in notices and records, while the work was being done.

A commercial model built around the risk

Systech MDP provides Project Services on a **fixed monthly fee**, a predictable, modest cost that runs alongside the work, rather than a large and unwelcome bill at the point of crisis. In certain circumstances that monthly fee can be built into a contingency-fee arrangement itself, so the cost of protecting the claim is carried by the same risk-sharing structure that ultimately pursues it. That is the purest form of alignment: our interests are tied to yours from the first day on site to the final recovery, and the groundwork is funded by the upside it helps secure.

On projects that are likely to experience significant disruption, this is not a refinement, it is essential. Disruption is the most fact-intensive and most record-dependent claim there is, and it is the one that cannot be reconstructed credibly after the event. Where the risk profile of a project points to serious disruption ahead, having Project Services embedded from the outset, on a monthly basis, and ideally folded into the contingency-fee arrangement, is the difference between a disruption claim that can be proved and one that quietly evaporates for want of records that were never kept.

Build it before you need it

The firms that recover what they are owed are not the ones with the best lawyers after the event. They are the ones that treated notice and records as a discipline of the work from day one, and resourced it with people whose job that is.

That is what Systech MDP Project Services is: the groundwork, laid early, that means if a dispute ever becomes necessary, it can be pursued from a position of strength rather than salvaged from a position of regret. **The best time to build a claim is before you need one.** By the time you need it, the most valuable work has either already been done, or already been lost.

THE GROUNDWORK

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If you are starting a project with a serious disruption risk ahead, it is worth asking who is minding the contract while your people are busy building.

This article describes a general approach to contract administration and does not constitute legal advice; the requirements and consequences of notice and record-keeping depend on the terms of the specific contract and its governing law.