

Example of investigation into methods of dispute resolution in jct 2011 thesis

[Business](#), [Industries](#)



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1. ABSTRACT

This investigation is an approach to methods of solving problems in a standard form of contract called JCT. In the following work the JCT methods as Litigation, Negotiation, Arbitration, Adjudication and Mediation will be properly, defined, clarified and explained, subsequently the use of a questioner will be analyzed and discussed. This subject was chosen since nowadays with all the laws and clauses in contracts, disagreements happen often between parties in the construction business and in order to solve it through the right method, JCT can save both parties time and a reduction of costs. In the investigation process and results it occurs that at the start of the research the goal was to find the best method of dispute resolution, but after a wide investigation and study about this topic the conclusion reached was that there is not a best method to achieve construction resolution but there is the most appropriate method for each incident of disagreement. Therefore each construction dispute has its own appropriate and most suitable technique of resolution within the disputable frame.

2. KEYWORDS

Dispute

Methods

Construction

Civil Engineer

Contracts

Resolution

Arbitration

Litigation

Adjudication

Negotiation

Mediation

3. ACKNOWLEDGEMENTS

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5. LIST OF TERMINOLOGIES

JCT Joints of Contracts Tribunal

ICC Infrastructure Conditions of Contract

ICE Institution of Civil Engineers

ADR Alternative Dispute Resolution

NEC The New Engineering Contract

6. INTRODUCTION

Disagreements in the construction industry are inevitable and as such other avenues of dispute resolution must be conclusively sought before Alternative Dispute Resolution is applied. The major layers having realized that disagreement and disputes in the construction industry are expensive and time consuming sought a standard procedure or acts of solving them. The Joint Contracts Tribunal came into effect in 1931 and has been in use ever since. Many publications have been used ever since with the latest publication JCT 2011 being applied to contracts signed after 1st of October 2011.

The three major forms of dispute resolution include ADR, mediation, adjudication, arbitration and litigation. As noted earlier, litigation is the most expensive method because it involves legal actions such as lawsuits. Likewise, it is the longest method and does not guarantee good relations after the process. Arbitration on the other hand, is an alternative to the court proceedings and as such as much cheaper. However, it has an unlimited time and takes away the right undertakes further judicial undertakings. The decision made in an arbitration process is final irrespective of the method used or violation of any terms.

Adjudication is another attractive method used to solve contractual disputes in the construction industry. The method was carved out in 1996 and remains attractive due to its short time and low cost. An adjudicator agreed upon by both parties is appointed to take up adjudication and reach to a conclusion. However, the method is only applicable between companies and companies or persons and persons but not across.

In this regard, this research sought to conduct an interview probing the effectiveness of this method and especially the latest publication JCT 2011. In probing the effectiveness of JCT methods, the study will carry out interviews through questionnaires drafted for the purpose. Results will be analyzed and a critical evaluation conducted to test the effectiveness of the JCT methods and a conclusion drawn.

Therefore, numerous legal methods have been adopted in dispute resolution in JCT contracts between client and contractor. However, the first step involves taking a contract administrator, who is usually an architecture and is always obliged to remain impartial. When the parties adopt (ADR)

alternative dispute resolution method of solving their conflict they do not involve judicial proceedings. For example, when the parties adopt mediation, which is a voluntary method, where both parties agree on a solution which may be beyond the original terms of the contract. The parties agree on an accredited mediator who manages the whole process of dispute resolution. For example, the mediator negotiates independently with both parties establishing the basis of compromise and settlement. If the parties reach an agreement a civil law is drawn where both parties commit to abide in the new contract.

An adjudication procedure was created specifically to suit the specific needs of the construction industry and facilitates dissolution of disputes in the industry. Adjudication is included when drafting contraction contracts and both parties have to agree on especially if they are companies. However, when one of the parties is an individual the adjudication procedure may be removed from the contract. Adjudication procedure is imperative in the construction industry due to the low cost and short time when the parties achieve an agreement. This method is different since the parties do not necessarily reach a compromise, rather, an adjudicator chosen by the regulatory authority examines the issues of controversy and judgement is made based on the evidence provided by both parties. However, unsatisfied parties can challenge the judgement in a court where the judgement can be nullified if there are procedural errors or cases of impartiality.

In an arbitration, which is also an alternative dispute resolution method has been used for a long time due to low cost. However, in the recent years the procedure has been costly and has been taking a long period of time nearly

equivalent to a judicial proceeding. Contrary to an adjudication procedure, an arbitration is only initiated after the completion of a project and the time is not limited. In addition, the solution of the procedure can be excluded from the contract attracting further judicial actions.

When the intensity and magnitude of the conflict between the parties is high, in most cases the alternative dispute resolution (ADR) methods are not adopted. The adoption of ADR methods is also dependent on the relationship between the disputing parties. For example, when the relationship between the disputing parties is cordial with few differences the ADR methods are most appropriate. However, when the relationship between the disputing parties is hostile and there are large and numerous differences and disagreements on the terms and conditions of the contract parties involves a court procedure in solving their differences. Litigation is the formal term used in formalized legal procedure of solving disputes and it is available to both parties in a contract . However, parties can lose their right of litigation when prior to adopting litigation the party had engaged arbitration unsuccessfully. It is not a preferred method of dispute resolution due to high cost and long period before the parties obtain an agreement. Parties adopt this measure when they have enough evidence and high probability of winning against the opponent.

LITERATURE REVIEW

Conflicts have become inevitable in the construction industry. Most of the parties involved in the projects have a conflicting aims to meet. The management team of every project to be undertaken requires to fully

consider the short and long-term goals of every team member against the project performance. The dissatisfaction nature that has been expressed by various parties in the construction industry have resulted in fluidity in the various roles undertaken by parties in the industry.

In recent years, tremendous changes have occurred in the construction industry structure, some have been positive to extend of becoming beneficial to the members while others have negatively faced them resulting into a dispute. These variations have been ushered indifferently by the team members.

Researches carried out by the various organizations have identified the reasons and forms of conflict in the industry. This requires the managers to look onto the anticipating zones and seal the loop holes. It is advisable that it is easy to avoid the conflicts rather than reacting to the negative consequences they may result to afterwards (Bendel, 1991)

Both the construction project and dispute have one characteristic in common. That is they both have the onset and offset lifecycles. Most of the occasion parties may be in a position to predict and pinpoint the likely occurrence of the dispute but cannot precisely show the moment it will erupt. Similarly the construction project can be fully entangled with such disputes, this call for prompt options tested and conflicts fully managed. In any construction program a full detailed hierarchy of operations should always be made to all the parties involved. This requires a proper strategic plan, which is prepared against the objectives and aims of the plans to be implemented. Proper time allocations, well engaged negotiations and building concept developments are of great value (Putman, 2012).

Any plan can provide a disputable position for the progress; this may require certain physical events to be put in place in order to continue. A dispute cannot be resolved until the basic framework of facts is made. The various steps involved in the dispute reconstruction make it look alike to the construction process. It can be made within a strategic framework, decision pointed out and risk associated with each option identified (Putman, 2012). Another similarity of dispute resolution and construction is that the circumstances will vary in the progress, therefore reasonable forward looking and flexible management team is vital for their installation. Risk always arises from a variety of sources and reasonably varies in likelihood and in impact. For example inflation cannot have the same impact as compared to the impact that is caused by fire destruction of the constructed project upon completion even though both are conflicts. Seven reasonable risk potential may be identified as physical, political, financial, and design risks (Chappell, 2008).

A dispute arising against the architect or the engineer on the claims of negligence is minimal. However, claims on domestic, commercial and engineering developments may face an architect on various grounds. For instance, failure to inspect, survey the site, do underground exploration in precision of future settlement may attract legal action against the architect. Also design of faulty designs, drawings and computations, negligence and nuisance caused by collapse poorly designed structures can be charged accordingly in court (Haughton, 1992).

According to The JCT Minor Works Building Contracts 2005 and

Understanding JCT Standard Building Contracts, JCT contracts allow one to

choose any legally available forms of contractor-client dispute resolution. The first step is to take the contract administrator's (usually architect's) counsel. Even though the client employs them, they are legally obliged to remain impartial. Advice of contract administrator is not legally binding. There are few other ways that have been made forward for conflict and dispute resolution.

Adjudication is the majority resolution of resolving disputes in most construction companies in the UK. It is a procedure where power is given by the contract to an independent third party to make interim decisions on disputing parties under the contract. It therefore forms a contractual dispute resolution procedure. For it to be effective, the following conditions must be met; it should be applied before the start of the project, the adjudicator should seek information from all parties in order to make a decision by the adjudicator who is responsible for binding both parties until an amicable agreement is achieved (Keith, 2001).

Extension of resolution methods of resolving conflict in the UK involves litigation, arbitration, and mediation and UK standard form of construction contract. Normally in any kind of dispute the first step is to attempt to solve the problem by the negotiation method that consists in both parties getting to an agreement by themselves, if that procedure doesn't work an ADR is used which involve the use of an external third party to solve the dispute, the last and alternative method of resolution is litigation where a formal process is claimed and is taken through the civil courts and conducted in public (Chappell, 2008). In set of cases, the court is likely to grant a summary of the judgment in case adjudicator fails to settle a claim. In most

cases, courts rely on litigation, through enforcement of contract terms. In mediation, the third party provided for by the ADR method ensures that the disputing parties make their negotiations more productive. Other foreseen advantages of ADR entail; constructive negotiations, continued business relationship, active management of the dispute, more options for settlement, relatively fast, reduced costs in resolving the dispute, highly classified and ensures that outcome procedures followed while resolving dispute is controlled accordingly (Chappell, 2008).

The second mechanism of reducing the causes of conflict in the proper training and education to the stakeholders involved in the upbringing of the project. This is because most of the parties may not have the prerequisite knowledge on how to handle various occasions that may arise in the project dispute management will ensure effective methods reducing and eliminating them (Chappell, 2008).

Sometimes, a pre-action protocol may be necessary when settling the disputes, most of the cases may not apply to such situations especially if the adjudication proceedings require a claim to be compensated. The objective of the protocol is to provide prior information about the proposed dispute to enable the infected individuals to review their stand and hopeful not to undergo litigation but to settle the matter before any settling commences (Nickson, 2003). In some cases where the proceedings cannot be avoided, and the court has to be consulted, then the protocols have always acted as a strong evidence ground for the litigation process (Nickson, 2003).

A hybrid and a multistage technique sometimes may also be employed to help in settling the disputes. In this process a two stage process is always

employed, in the initial stage where the parties tend to amicably solve their differences in mediation forum. In cases where a reasonable solution is not achieved the parties may decide to move to arbitration, with similar mediator who appeared in the first stage. The benefit of the method is the possibility of the settlement through similar mediation (Honcock, 1992).

In the recent years, the industry has emerged with various ways of resolving these conflicts. These positive changes have been predominantly ushered by the parties, resulting to greater fluidity in the overall undertaking of the construction projects. The promptly provided drafts have given fresh arenas where conflicts could be resolved in the most appropriate manner.

The risks may not have an impact on all the members of the party. For example the design team may not be liable for the developer's failure to bring the project into completion. The ability of the parties to manage the likelihood and impact of the conflict also varies, e. g. it is only the contractor who is able to mitigate the weather and its impacts. Contractual complexity may reduce the capacity of application of risk management but the decision to use risk management methodology equitably for all parties as discussed is of a great necessity.

8. MAIN BODY REPORT

8. 1 Questionnaire design

The conceptual model forms the foundations of the questionnaire design. The concepts were translated into the questionnaire with each question deriving some relevance of the research tools utilized in the conceptual framework. This includes the various JCT publications including JCT 2011.

The design of the questionnaire uses the principle concepts employed in the research such as;

- Negotiation
- Litigation
- Alternative Dispute Resolution (ADR) methods

. This aids in the gathering of relevant information that is in line with the research question. In addition, the questionnaire is designed to be simple, clear, brief and encompassing only the relevant details notes that the cardinal rule in the design of questionnaires is to keep it brief and relevant as much as possible in addition to giving it a sequential and logical structure so that the respondent can easily identify the relevant parameters requiring responses and follow it until the last stage. Dividing the questionnaire into various parts that require different feedback according to the topics covered is important. The chronological order with which the questionnaire questions appear and the simplicity of answering them is vital for completing it. Easy and straight forward questions should appear first followed by medium and finally hard questions. Personal questions are located on the last page together with the recommendations and the views of the respondent.

8. 1. 2 QUESTIONNAIRE

Dear Contractor,

I am a student of Civil engineering degree program, and I am writing a dissertation on Methods of dispute resolution of JCT 2011. As a result I need to collect data and opinions from industry professionals who have put to use the recently published JCT 2011 standard forms of contract or the preceding forms such as the 2005 version. Please help by taking a few Minutes of your

<https://assignbuster.com/example-of-investigation-into-methods-of-dispute-resolution-in-jct-2011-thesis/>

time to answer our questionnaire about your personal experience with dispute resolution in the construction industry and whether the 2011 publication has addressed impending problems.

Conflict is an inevitable menace in the construction industry; this is due to the constant interaction among the members. This calls for the team members to identify and evaluate positive and negative implications of the conflict and their general effect in the industry.

Thanks for your anticipated cooperation.

1. Which of the following is your profession? (mark the suitable box)

Architectural engineer

Civil engineer

Mechanical engineer

Civil engineer

Quantity surveyor

2. Have you ever had/experience a disagreement in your construction industry?

Yes (please continue)

No (Thank you for your time)

The questions only take less than 10 minutes. I know that these things are annoying and time consuming but it is fundamentally important for my research. I kindly appreciate your time and effort to response.

Please answer the following by marking the appropriate box.

3. Please indicate the JCT Standard form of contract that is currently in use or was the last edition to be used.

Prior 1998

1998

2005

2011

4. During your daily practice, did any issues, disputes or conflicts arise due to the use of the contract between the parties involve? This could be as a result of acts, clauses, wording and definitions etc?

Yes

No

5. If yes, give a small preview and/ or opinion.

6. How useful was the JCT Standard Form of Contract in respect to addressing the situation when a dispute arose between the contractual partners?

Very Helpful

Moderately Helpful

Least Helpful

Not Helpful

7. Please specify the previous edition of JCT Standard Form of Contract that was in your use prior to the recent edition?

.

8. Compare the previous edition and the current edition and comment whether disputes have decreased, increased or remains constant

Increased? Yes/ NO. Give reason .

Decreased? Yes/ NO. Give reason ..

Remain constant? Comment ..

9. In your view, which areas of the current edition have specifically increased or decreased disputes?

10. In your opinion, is JCT doing the enough to address/ eradicate the causes of disputes and conflicts in the construction industry resulting from Standard from?

Yes

No

11. If yes indicate the degree of effectiveness. Choose from a scale of 1 to 5 where 1 represents strongly agree and 5 represent strongly disagree. Mark the following appropriately.

12. Do you agree or contest the following statements? Choose from a scale of 1 to 5 where 1 represents strongly agree and 5 represent strongly disagree. Mark the following appropriately.

13. Do you think JCT solves the overall problems or introduce new problems into the industry?

14. In your view, what could be done to future editions of JCT Standard Form of Contract to enhance its problem solving mechanisms and disputes arising from its use.

15. Any other comment or view not covered in the questionnaire but is of

vital significance to the research.

8. 2 METHODOLOGY

This section illustrates the steps taken to retrieve data from the industry player respondents. It also outlines the reasons for the chosen methods in reference to their significance, validity and usability. The sample size and demography is mentioned based on the reliability and the validity of the respondents.

The population chosen includes 300 executives, constructors and workers in construction industry in the city of London. The structured questionnaire was administered to these chosen groups in the respective construction sites with equal representation of all the interviewee.

The research involved deliberations on the dispute resolution and common areas of interest in the construction industry. It was followed by the choice of information research string. Building amicable dispute resolution mechanisms through JCT 2011 was the preferred string. This was used for obtaining data from different sources such as project managers, constructors, surveyor, engineers and contract administrators. Books, journals, and articles from the industry were also included as well as website documents. Literature review of the past publications on the topic followed. The conceptual framework put into perspective included dispute resolution mechanisms using various JCT Standard Form of Contract publications. Finally the research questionnaire and methodology was designed to be in line with the research objective. The primary data obtained was gathered, analyzed and synthesized to draw a conclusion and recommendation. This research method used the non-probability sample method due to the random

distribution of the questionnaires to represent the whole population.

8. 2. 1 Methods of data collection

The research utilized the primary data from different sources. The players in the construction industry were questioned through face to face and online questionnaires. The questionnaires were distributed to them via site visits or email links. This method ensured quick and easy access of the questionnaire material. The pre-coded questionnaire sent via email was chosen because according to forms one of the best approaches in the digital media. It provides a quantification of the research material as well as the comparison of views and experience of different groups of sampled users. The objective of the research is to compare industry perception of dispute resolution mechanism by applying JCT 2011 and prior publications. A sample of 300 executives, contractors, project managers and site builders is considered enough to be a representative of all the construction industry and derive a conclusion. According to pre-coded questionnaire is used to access those respondents that cannot be reached on a face to face basis.

Secondary data in the form of past publications such as articles, journals and literature from databases was also useful in the study in order to compare past research and the views of the authors on the topic. Vast books obtained from the construction industry are a good source of JCT publications as well as additional sources from Google Books and Google Scholar. These materials enhanced the research study and provide a foundation for critical interpretation of the results in order to avoid conflicting and unfounded impressions with the originators opinions and observations.

8. 3 INTERVIEWS

Conflicts turn out into disputes when the contracting parties fail to reach a compromise leading to a solution. Dispute resolution would appear through binding or non-binding agreements. ADR processes do not require full legal procedures and sometimes become mainstream options to traditional dispute resolution. The insignificant frequency of practicing ADR in the local construction industry needs to be addressed. In exploring these issues, the questionnaires were issued to gather the information. The questionnaires were particularly designed to meet the objectives of the research. Dispute resolution methods are classified and discussed together based on the similarity of their characteristics and utilized for the questionnaire survey. The research explores the various ways of dispute resolution as per the JCT Standard Form of Contract. It is slightly different from other research that focus on dispute resolution methods individually or the method itself. This approach seeks to obtain views from industry players of the effectiveness of different publications and how they solve or add to the problems in dispute resolution.

Background of respondent

Survey samples were concentrated in the city of London due to its strategic location. 300 developers from varied quarters of the construction industry such as Association of Consulting Engineers, Local Government Association, Royal Institute of British and British Property Federation. The questionnaire was distributed and 60 questionnaires were returned. A total of 44 contractors and 14 developers participated in the survey. This number is acceptable as a representation n of the larger portion of the construction

industry. The 60 respondents comprised of 20 contract executives, 6 managers, 7 directors, 6 project managers and 21 construction professionals. The number is sufficiently important to provide useful statistics regarding dispute resolution practices in the industry.

8. 4 RESPONDENT PARTICULARS

Of the sampled respondents, the majority of them held a Bachelors degree and higher educational qualification. This implies that the respondents were well educated and qualified to respond to the questionnaire. The questionnaire required some level of knowledge about industry matters in respect to dispute resolution.

Likewise most of the returned surveys were from experienced professionals. 65% of the respondents possessed more than 5 years working experience in the industry. Thus the factor of reliability was well taken care of as the responses were out of in depth knowledge and experience of the industry practitioners.

Figure 1 -The ages percentage between the respondents is shown in the graphic above.

Of the sampled respondents, 40 of them had completed residential and commercial projects and contractors. The involvement of the project background was necessary to understand their background towards dispute resolution mechanisms. It justified that most of the respondents were working with the organizations that partake building projects.

The source of funding of the projects varied and according to the returned questionnaires, private sector was leading with a 60 % stake while government funded projects comprised 30% and the rest a joint venture

between government and the private sector.

Finally, the sampled respondents acknowledged the existence of disputes in the building industry. Results from the returned questionnaires depicted the fact that conflicts and disputes arise at different levels of the project. Thus the questionnaire served its purpose of evaluating the existence of disputes and the effectiveness of dispute resolution mechanisms in place as well as other recommendations.

8. 5 Definitions of the Different Construction Methods of Dispute in accordance to JCT 2011

8. 5. 1 Negotiation

Negotiation is normally is the first dispute resolution procedure to be applied, as well as the most common one, where all the parties attempt to resolve the disagreement by themselves. It is a procedure of solving the disagreement through direct communication. The procedure can be bilateral or multilateral, in other terms, can be used by two or multiple parties, it is deliberate and non-binding. Negotiation is usually the most efficient form of disagreement determination in terms of managing time, relation between the parties and costs. The process always provides a reasonably good environment, encourages confidentiality and a range of possible solutions to the parties involved. If both parties cannot achieve a solution through negotiation, then another process has to consider an ADR or go straight to Litigation, and even though another method is being put into practice, negotiation can be used at the same time (Bendel, 1991).

8. 5. 2 Mediation

It is a voluntary method similar to the negotiation process where both parties

are not obliged to agree on the terms of the arrangement, a third party is chosen known as the mediator that simplifies the procedure of both parties. The mediator manages meetings for both parties in two dissimilar places and attempt to discuss with both parties individually trying to achieve any kind of settlement. At most instances, the mediator takes a high- profile in ensuring that both disputing parties reach a binding agreement, and must be duly signed in a formal document or a contract, which should clearly state the terms and conditions of the agreement (Chappel, 2003).

The mediator does not have the full mandate to decide on the outcome of the ultimate settlement of the claim, but only act as facilitator of the process. The method has the following advantages; it takes really a short period of time to undertake, cheap, preserve the relationship between the parties and carry on the confidentiality of the parties but may be limited at times by complicated decision choices to be made by the party (Putman 2012).

8. 5. 3 Arbitration

Arbitration is a formal and private ADR, consists in a consensual agreement of both parties to pick a third party, in this case the arbitrator to solve the dispute proposed, originally this method was easy to proceed and inexpensive but in during the years it developed and achieved the same level of cost and procedures as the other methods. Different from the 'adjudication' procedures can only be underway once the project has been finished and Arbitration has no time limit, like the other 2 methods Negotiation and Mediation, Arbitration is a free private progressing with flexible decisions, its details and determination are only acknowledged by

the parties involved (Keith, 2001). Over the years the method has been used by many parties though coupled with various limitations such as; the procedures and the general cost is usually higher as the parties pay both the arbitrator and the facilities used in the process which is sometimes usually long to make (Putman 2012).

8. 5. 4 Adjudication

This is a method of dispute resolution that is chosen in the following circumstances; when a quick decision is needed, there is a comprehensive course of contract of referral and a final resolution is not necessary to the private and confidential is one made legal by the arbitration.

Adjudication is typically a legal court-based, where the disagreeing parties appear before a selected or nominated official and appeal their particular cases, normally concluding in around 30 days. Adjudication is a similar process as the arbitration, a third party has to be indicated, however the main change in the procedure is that in arbitration the arbitrator select the disagreement decision then both parties decide to accept or not, in Adjudication the adjudicator resolve the dispute without any agreement of the clients. Another dissimilarity among adjudication and arbitration is that the parties in an adjudicated resolution are bound by law to obey. If the losing party declines to obey or is incapable to realize the order of the resolution, the party may be penalized or actually be jailed (Putman 2012).

As much as it may seem as one of the best methods of resolution it is entangled with the following drawbacks, the right of the parties to appeal in the courts is very limited and a wrong decision may be forced to the parties without their approval (Putman 2012). .

8. 5. 5 Litigation

It is generally the final resource of the process to be used and the least preferred, it involves a trial before a judge, taken through the civil engineer courts and conducted in public, Due to its legality process provides the following advantages to the parties; it provides the environment possibly to bring the unwilling parties together, ensures full sealing of the negotiation process by the parties by providing a reasonable platform to be followed by the parties thus avoiding further wastage of time and resources. As any other process it is also limited by wastage of time, limited control on the decision made and destruction of the cordial relationship of the partners, thus have been used in limited circumstances by most of the parties (Chappel, 2008).

Comparison Methods in a tabular form:

8. 6 Definitions of the Various Construction Conditions of Disagreement in accordance to JCT 2011

Disagreement in the Construction industry refers to a misunderstanding between parties or key players like major construction project participants, owners, design professionals and contractors which eventually culminate to inherent conflict.

Construction condition of disagreement under the traditional contractual provision arises between the contractors and their sub-coordinators, usually over the difference in payments i. e. for extra items purchased for construction, and late payments of interim installments among others. In the case of nominated sub-coordinators, disagreements don't normally arise in

the sense of late payments, however, in the case where the main contractor pushes responsibility for the nominated sub-contractor for the essence of covering up for his incompetence to deliver may resolve to a conflict (Hancock, 1992).

8. 6. 1 Inherent conflicts between the client, architect and contractors

Conflict between the parties involved in the project delivery is usually a common phenomenon, and they include;

8. 6. 2 Ambiguity of role

The ambiguity of role is the major cause of disagreement in construction companies. For instance, uncertainty in structure project's results to conflict. Lack of a clear boundary of tasks to be performed by either sub-contractors and/or main contractors' as being viewed as the major cause of disagreement in many contracts As explained earlier, some contractors unknowingly lay their responsibilities to sub-contractors rather than resolving it on their own, this does not provide the relevant boundary of understanding for the contractors (Chappel, 2008)

An interpersonal skill of key players is an essential element of the construction company. Dynamics of interpersonal relationship acts as a key for successful projects. However, individual's personality and the environmental setup act as the major influential barriers for a successful interpersonal relationship between workers and their bosses. For instance, psychological tests conducted by FIRO-B and the Myers-Briggs Type indicators offers an insight on how an individual's personality affects interpersonal relationships. The three dimensions of personality employed by

FIRO-B, inclusion, control and affection measured in terms of high, moderate and low tabled the following results in f1 below:

M—moderate score

L—low score