

MACHIAVELLI RECONSIDERED

27

~~RULES OF WAR~~

PEACE

A PRACTICAL GUIDE TO THE
RESTORATION OF PEACE
IN CONSTRUCTION

Machiavelli's 27 rules. Reimagined for teams that build.

TEMRIK

Built for teams that actually build.

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Source-rule headings are TEMRIK paraphrases. Each chapter presents the historical meaning, a construction peace principle, an executable playbook and a link to a related downloadable agent playbook.

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THE ARGUMENT

The project is not the enemy

THE STARTING POINT

A construction project can have one objective and still behave like a collection of opposing armies. The client presses for a date. The builder protects margin. The consultant defends the design. The subcontractor seeks payment. Each position may be understandable; together they can leave the work trapped between them.

The first argument is often preceded by something smaller: an instruction without authority, a drawing without a disposition, a date without a dependency, or a warning without an owner. A tougher letter may preserve a right. It cannot retrospectively create the missing decision.

WHY MACHIAVELLI

The article supplied for this edition identifies 27 general rules near the end of Book Seven of Niccolò Machiavelli's *The Art of War* [S19]. This guide follows those 27 rules in that order. The historical Italian passage and an older English text were checked directly [S21, S22]. The crossed-out chapter headings are concise TEMRIK paraphrases, not quotations from a modern translation.

Some rules already favour preparation and restraint. Others depend on deprivation, concealment or fear. We retain useful discipline, adapt the operational insight or reject the premise. The construction principles belong to TEMRIK; they are not claims about what Machiavelli intended for modern business.

THE OBJECTIVE

Peace means clarity before commitment, evidence before accusation and a controlled route for disagreement. It can require firm notices, qualified advice, stopping unsafe activity or legal proceedings. It does not require accepting a poor bargain.

The argument is practical: remove avoidable uncertainty, preserve rights and make the next useful decision easier. No evidence here establishes that all conflict is preventable or that AI guarantees fewer disputes.

Read the rule. Change the operating method.

WHY TWENTY-SEVEN

The number now comes from the requested historical sequence, not a selection of generic business themes. Each rule receives a construction interpretation, a ten-part playbook and a downloadable playbook link. Related rules remain separate where their control differs: observation is not training; reserves are not transition arrangements; readiness is not merely funding. The mapping register makes every relationship inspectable.

A NOTE ON THE TEXT

The article is a useful doorway, but not the translation authority. Its rule 17 differs from both historical texts about sending people to their quarters. Rule 24 is clearer in those texts as a contrast between sudden and anticipated events. Rule 4's older English rendering locates the greater role of fortune in battle. These differences are recorded in the research dossier.

No chapter asks readers to imitate military deprivation, deception or punishment. The book addresses construction coordination, not warfare. Public-domain historical ideas provide the structure; modern evidence supports the limited business propositions.

EVIDENCE AND HUMAN CONTROL

Judgments show what courts decided on particular facts and wording. Audits document specific projects. Research can support a mechanism without proving that this playbook prevents disputes. Source findings, TEMRIK interpretations and invented examples are distinguished.

Every playbook specifies trigger, input, checks, AI assistance, exceptions, human decision, action, evidence retained, escalation and output. AI retrieves, compares, organises and drafts. People approve commitments and exercise professional judgment. Important AI conclusions must identify source facts, interpretations, assumptions and proposed actions.

HOW TO USE THE GUIDE

Read in Machiavelli's order, or start with a recognisable site problem in the contents. Each rule occupies three pages. Six appellate cases and two public audits follow. The final Peace Audit selects evidence-backed priorities without a score or invented legal probabilities. Start with one project, one procedure and one measurable improvement.

~~THEIR GAIN IS YOUR LOSS~~

Protect the outcome you both depend on.

Machiavelli starts from opposed advantage: a benefit to one force injures the other. Construction must reject that starting assumption. A party can protect its margin while helping another remove a delivery constraint. [S21, S22]

THE BUSINESS BATTLEFIELD

A builder delays agreement on an access change to strengthen its commercial position. The subcontractor loses the only workable installation slot. The apparent negotiating gain can become a delay for both parties. Before pressing an advantage, ask which shared dependency it may damage.

WHY THIS HAPPENS

Contract packages divide responsibility more cleanly than they divide reality. A local saving can move cost to another package and return as disruption. Joint interests do not erase genuine distributional disputes over price, risk or entitlement.

REAL EVIDENCE

Agency theory explains why delegated incentives can diverge [S14]. Interest-based negotiation distinguishes demands from underlying needs [S15]. Neither proves that every dispute offers a win-win settlement.

THE COST OF WAR

Compare the proposed concession with its effect on access, sequencing and completion. Count a transferred cost once, not as a saving for one party and a separate project loss.

Mutual success map

TRIGGER	New package, stalled negotiation or threatened withdrawal of cooperation.
INPUT	Scope, price assumptions, milestones and each party's stated constraints.
CHECKS	Separate fixed obligations, negotiable interests and unverified claims.
AI ASSISTANCE	Extract dependencies and prepare questions with source references.
EXCEPTIONS	Competition-sensitive information and confidential limits stay restricted.
HUMAN DECISION	Authorised representatives choose acceptable trade-offs.
ACTION	Agree one shared dependency and the steps each party will take.
EVIDENCE RETAINED	Dated map, assumptions, approvals and formal amendments where required.
ESCALATION	Conflicting commitments go to the people able to change them.
OUTPUT	Mutual success map: shared result, interests, constraints and owners.

Replace the zero-sum bargain

WORKED APPLICATION

Illustrative construction application: a façade package needs approved shop drawings before a production slot can be held. Asking only for a lower price misses the constraint. The parties document drawing release, an authorised order and a realistic delivery date. They can disagree about the final valuation while still resolving the drawing dependency.

Use three columns in the meeting: what each party needs; what the records establish; what decision would unblock delivery. Record a refusal accurately rather than inventing a motive.

WHAT AI CAN DO

Prepare the map and identify conflicting dates. AI cannot establish a party's private intention or decide a fair bargain.

WHAT HUMANS MUST DECIDE

People verify interests, negotiate and commit within delegated authority.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

Compare scope, obligations and assumptions before committing. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

[OPEN THE PLAYBOOK ON GITHUB →](#)

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MEASURE WHAT MATTERS

Track shared dependencies resolved by their useful decision date, not the number of agreeable meetings.

~~WATCH THE ENEMY; TRAIN HARD~~

Watch the project, not for an enemy.

The second rule combines observation with preparation. TEMRIK redirects vigilance toward changing project conditions, using information people are authorised to access. It does not turn colleagues into surveillance targets. [S21, S22]

THE BUSINESS BATTLEFIELD

A repeated design query, a delivery date moving twice and an unanswered valuation may appear in different systems. Together they can show a decision problem before the next progress meeting calls it a dispute.

WHY THIS HAPPENS

A reporting cycle can record yesterday accurately while leaving tomorrow unprotected. Observation helps only when someone owns the response and still has time to act. More alerts without triage create another queue.

REAL EVIDENCE

The NAO's Crossrail review identified weaknesses in the delivery plan and schedule pressure [S07]. This supports testing reported confidence against evidence, not a claim that a monitoring tool would have prevented the delay.

THE COST OF WAR

Estimate the consequence of the missed decision window: remobilisation, unplanned procurement or loss of a practical option. Do not equate every warning with a realised loss.

Project early-warning review

TRIGGER	Weekly review or a material change in date, instruction or commitment.
INPUT	Approved programme, RFIs, procurement dates, actions and payment exceptions.
CHECKS	Date/source reliability, repeated unresolved items and last useful intervention date.
AI ASSISTANCE	Group related records and propose the five most consequential exceptions.
EXCEPTIONS	Unsafe conditions and legal deadlines bypass the weekly cycle.
HUMAN DECISION	Project lead validates significance and assigns the decision owner.
ACTION	Issue a short warning brief and obtain an accepted next action.
EVIDENCE RETAINED	Source snapshot, warning, response and reasons for dismissal or closure.
ESCALATION	Escalate before the useful decision date expires.
OUTPUT	Five-item warning brief with evidence, consequence and owner.

Observe conditions before they harden

WORKED APPLICATION

Illustrative application: the lift supplier's promised drawing date moves, but the dashboard remains green because equipment delivery is still months away. The warning review links the drawing to the shaft opening and concrete release. The immediate decision concerns coordination, not blame.

Distinguish an overdue response from its project effect. A late cosmetic selection and a late structural opening decision should not compete for attention merely because both are red.

WHAT AI CAN DO

Compare approved records and flag contradictions. Use observable commitments, not inferred emotions or loyalty scores.

WHAT HUMANS MUST DECIDE

The team tests the warning with the people responsible and chooses an intervention.

PUT THIS PRINCIPLE TO WORK

Delay and Early Warning

Connect emerging events to programme evidence and decisions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure warnings reaching an authorised owner before options expire.

~~DO NOT FIGHT WITH AN UNREADY FORCE~~

Mobilise on evidence, not confidence.

Machiavelli advises confirming morale and order before battle. The construction counterpart replaces guessed confidence with observable readiness: information, access, people, resources and approval. [S21, S22]

THE BUSINESS BATTLEFIELD

A concrete booking can become a demand to pour even when a drawing, inspection or interface is unresolved. Once labour and plant arrive, the cost of waiting becomes pressure to treat uncertainty as permission.

WHY THIS HAPPENS

A start date is easy to display; readiness is distributed. Commercial, technical and site teams may each assume another person checked the missing condition. A gate makes those assumptions inspectable.

REAL EVIDENCE

HSE guidance links construction planning to information, coordination and allowances for resources [S24]. This is British guidance. The proposed commercial readiness gate is TEMRIK's application, not a statutory certificate.

THE COST OF WAR

Compare the cost of a controlled hold with abortive mobilisation and rework. Safety approval is not a tradeable amount in that comparison.

Work-package readiness gate

TRIGGER	Before mobilisation, irreversible procurement or a major work stage.
INPUT	Current design, scope, access plan, resources, inspections and approvals.
CHECKS	Every prerequisite has evidence, an owner and a valid version.
AI ASSISTANCE	Assemble the release pack and list missing or conflicting prerequisites.
EXCEPTIONS	Emergency protection follows competent emergency arrangements.
HUMAN DECISION	Authorised technical, site and commercial people approve their own domains.
ACTION	Release, hold or narrow the work scope with a recorded reason.
EVIDENCE RETAINED	Gate checklist, referenced evidence, named approvals and released scope.
ESCALATION	Unresolved prerequisites go to the responsible approver before mobilisation.
OUTPUT	Package release record with explicit boundaries.

Earn permission to start

WORKED APPLICATION

Illustrative application: a slab pour is booked while an opening schedule remains under review. The release meeting identifies the opening owner and the required engineering decision. An AI summary saying “all documents received” cannot show that the documents are consistent.

A partial release must state exactly what may proceed and how the held area is protected. Silence is not approval. The person who supplies a document need not be the person authorised to accept it.

WHAT AI CAN DO

Check completeness and versions; never certify structural adequacy or release hazardous work.

WHAT HUMANS MUST DECIDE

Competent professionals judge technical and safety readiness; commercial staff assess commitments.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

Compare scope, obligations and assumptions before committing. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track starts with unresolved prerequisites and the reasons any exceptions were authorised.

~~WIN BY STARVING THE OPPONENT~~

Do not finance leverage by starving delivery.

The historical rule prefers deprivation to uncertain battle. The peace response rejects starvation as a commercial tactic. In construction, squeezing payment can threaten the capacity needed to finish the same project. [S21, S22]

THE BUSINESS BATTLEFIELD

A payment dispute becomes more dangerous when the payer treats the entire account as a bargaining chip. An incomplete claim also creates avoidable resistance. Both sides need a clear account of what is claimed, disputed, assessed and due.

WHY THIS HAPPENS

Entitlement, evidence, valuation and cash timing are different questions. Mixing them encourages a false choice between paying everything and paying nothing. The applicable contract and statute determine the actual process.

REAL EVIDENCE

NSW security-of-payment guidance describes a statutory progress-payment process [S17]. Probuild illustrates the importance of the initial adjudication process and limits on a particular form of review [S04]. Other jurisdictions differ.

THE COST OF WAR

Identify cash withheld, financing effects and threatened delivery dependencies separately. An asserted amount is not automatically cash available to spend.

Payment evidence and response

TRIGGER	Upcoming payment claim, receipt of a claim or a threatened cash interruption.
INPUT	Contract, progress records, variations, notices, valuations and payment history.
CHECKS	Applicable process, service evidence, deadlines and each disputed item.
AI ASSISTANCE	Assemble an evidence index and reconcile claimed, assessed and paid amounts.
EXCEPTIONS	Statutory deadlines, suspected fraud and insolvency concerns require prompt advice.
HUMAN DECISION	Commercial and legal professionals determine entitlement and the response.
ACTION	Issue the authorised claim or response and track payment and unresolved items.
EVIDENCE RETAINED	Served documents, receipt evidence, assessment reasons and remittance records.
ESCALATION	Unresolved non-payment follows the verified contractual/statutory route.
OUTPUT	Payment reconciliation and exception schedule.

Protect payment continuity

WORKED APPLICATION

Illustrative application: a subcontract account combines measured progress with three disputed variations. The review produces separate lines for each. It does not assume that a disputed variation justifies withholding unrelated sums; the approver checks the actual legal position.

The companion TEMRIK Failure Intelligence guide, page 29, also distinguishes asserted, assessed, approved and paid amounts. That internal connection informs the workflow; no companion-book statistics are imported.

WHAT AI CAN DO

Reconcile records and prepare a draft. AI cannot determine legal entitlement or send the claim without approval.

WHAT HUMANS MUST DECIDE

People decide the legal position, payment authority and any lawful interim arrangement.

PUT THIS PRINCIPLE TO WORK

Payment Evidence

Reconcile progress, claimed amounts and supporting evidence. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track age by payment status, not a single total labelled “recoverable”.

~~**KEEP THE PLAN SECRET UNTIL EXECUTION**~~

Give people time to respond.

The fifth rule values concealed plans. Construction often needs the opposite: notice before changes remove another party's options. Legitimate confidentiality remains; strategic surprise is not a substitute for required communication. [S21, S22]

THE BUSINESS BATTLEFIELD

A design revision reaches the installer after materials are cut. The sender knew the change earlier but waited for a complete solution. The receiver now faces a choice between wasted material, delay and an argument over authority.

WHY THIS HAPPENS

People confuse a warning with a final admission or instruction. A controlled early message can state the known fact, uncertainty and next review without inventing an agreed valuation or conceding entitlement.

REAL EVIDENCE

Mann shows that variation procedure can materially affect recovery [S01]. Rock Advertising demonstrates the significance of agreed amendment formalities under its English-law contract [S03]. Neither supplies a universal notice rule.

THE COST OF WAR

Identify costs committed between discovery and communication. That interval reveals an intervention opportunity, although it does not by itself establish liability.

Change warning and formal notice

TRIGGER	Possible scope, drawing, sequence or access change is detected.
INPUT	Baseline, changed record, instruction trail and applicable notice clauses.
CHECKS	Who knew what when; required recipient, form, service and deadline.
AI ASSISTANCE	Compare versions and prepare a source-linked change summary and draft notice.
EXCEPTIONS	Privilege, investigations and confidential bids require authorised disclosure limits.
HUMAN DECISION	Commercial/legal approver decides wording and whether a formal notice is required.
ACTION	Warn relevant parties, serve approved notices and track responses separately.
EVIDENCE RETAINED	Original and revised documents, approvals, service proof and response history.
ESCALATION	Uncertain deadlines or disputed authority go promptly to qualified review.
OUTPUT	Change chronology and notice register.

Replace ambush with timely notice

WORKED APPLICATION

Illustrative application: a proposed façade bracket revision may affect an order already in production. The team records when the issue emerged, asks what commitments exist and routes a warning. Technical approval and time/cost agreement remain distinct.

The objective is not indiscriminate openness. Share the information another party needs to respond, using the proper channel, while protecting legitimately restricted material.

WHAT AI CAN DO

Expose document differences and assemble a draft chronology. Never infer service from a draft in an outbox.

WHAT HUMANS MUST DECIDE

Authorised people decide disclosure, contractual position and instructions.

PUT THIS PRINCIPLE TO WORK

Variation Control

Trace the instruction, capture the change and prepare a reviewable record. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure time from detection to reviewed communication and proof of receipt.

~~SEIZE THE OPPORTUNITY~~

Treat decision windows as project assets.

Machiavelli stresses recognising and using the moment. TEMRIK keeps the attention to timing while changing its purpose: preserve workable choices instead of exploiting another party's vulnerability. [S21, S22]

THE BUSINESS BATTLEFIELD

A crane booking, fabrication slot or lender decision may disappear before the contractual final date. A team can be technically “not late yet” while already losing the cheaper or less disruptive solution.

WHY THIS HAPPENS

Action registers usually sort by due date. They rarely distinguish the last acceptable response from the last useful response. Good triage connects the decision to the option it preserves.

REAL EVIDENCE

Crossrail's public audit highlights the consequences of an unrealistic delivery plan [S07]. The decision-window method is an original operational inference, not a method validated by that report.

THE COST OF WAR

Compare feasible options today with those remaining after the window closes. Avoid presenting hypothetical lost options as booked losses.

Decision-window triage

TRIGGER	A request affects a booking, approval, procurement or dependent work stage.
INPUT	Action queue, option expiry dates, programme links and contract deadlines.
CHECKS	Distinguish hard legal deadlines, operational cut-offs and preferences.
AI ASSISTANCE	Rank requests by consequence and flag expiring options with supporting records.
EXCEPTIONS	Immediate safety, fraud or legal urgency goes directly to the relevant professional.
HUMAN DECISION	Project lead assigns priority; delegated approver chooses the option.
ACTION	Set a decision meeting before the useful window closes.
EVIDENCE RETAINED	Options considered, dates, constraints, decision and authority.
ESCALATION	Escalate where the current owner cannot decide in time.
OUTPUT	Decision queue with useful-by date and consequence.

Act while options remain

WORKED APPLICATION

Illustrative application: an alternate cladding finish is available only if selected before a production run. The contract may allow more time for the response, but the team separately records the commercial window. It does not mislabel that preferred date as a contractual deadline.

A useful warning names the option at risk and the person who can preserve it. “Urgent” on its own tells the recipient almost nothing.

WHAT AI CAN DO

Find dependencies and organise a decision pack. It cannot create a deadline that the contract does not contain.

WHAT HUMANS MUST DECIDE

People assess urgency, approve cost and decide whether an expiring option matters.

PUT THIS PRINCIPLE TO WORK

Delay and Early Warning

Connect emerging events to programme evidence and decisions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track avoidable decisions made after their options had expired.

~~TRAINING MAKES THE BRAVE~~

Make the right response familiar.

The seventh rule treats capability as something developed through practice. The peace counterpart is rehearsal of the actual task and its evidence trail, rather than reliance on a heroic individual. [S21, S22]

THE BUSINESS BATTLEFIELD

A new supervisor encounters an oral variation instruction and improvises. They may know the trade well but have never practised the commercial workflow: record, verify authority, notify, preserve evidence and follow up.

WHY THIS HAPPENS

A policy stored in a folder is not the same as a usable skill. Practice exposes inaccessible records, unclear ownership and forms that nobody can complete under site conditions.

REAL EVIDENCE

Safe Work Australia's model construction code distinguishes induction, workplace/task training and supervision [S23]. Local adoption must be checked. TEMRIK extends the practice concept to commercial administration, without claiming statutory equivalence.

THE COST OF WAR

Measure the time needed to complete a real workflow and correct errors. Training attendance alone does not establish competence or avoided dispute cost.

Commercial workflow rehearsal

TRIGGER	New starter, new contract or recurring failure in a required process.
INPUT	Approved contract workflow, realistic sample instruction and evidence template.
CHECKS	Can the person identify the trigger, owner, deadline and source?
AI ASSISTANCE	Create fictional practice prompts and compare the response with approved steps.
EXCEPTIONS	Safety qualifications and professional competence need their own recognised assessment.
HUMAN DECISION	Trainer checks performance and decides supervision or further practice.
ACTION	Run one rehearsal, fix the workflow and repeat the failed step.
EVIDENCE RETAINED	Scenario, response, feedback, revised instructions and demonstrated completion.
ESCALATION	Persistent uncertainty goes to the process owner before independent use.
OUTPUT	Practical readiness record and improved job aid.

Practise before the pressure arrives

WORKED APPLICATION

Illustrative application: ask a supervisor to handle a fictional request to move a wall. Give them an incomplete email and an old drawing. Watch which source they seek first. The exercise is useful precisely because nobody has yet spent money on the mistake.

Do not train people to send a notice automatically whenever a keyword appears. Train them to recognise a possible trigger, preserve evidence and reach the right human decision quickly.

WHAT AI CAN DO

Generate labelled fictional exercises and retrieve the approved job aid. It cannot award a professional credential.

WHAT HUMANS MUST DECIDE

A competent trainer assesses understanding and whether the procedure itself needs repair.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure successful completion of critical steps, not completion of a slide deck.

~~DISCIPLINE OUTWEIGHS FURY~~

Let the process carry the disagreement.

Machiavelli gives discipline greater weight than fury. This is a rule worth retaining with a different objective: reliable action under pressure, without intimidation or punitive bureaucracy. [S21, S22]

THE BUSINESS BATTLEFIELD

A heated email arrives about alleged delay. The project team spends the afternoon defending itself while the underlying question remains unanswered: what happened, what evidence exists and what response is required now?

WHY THIS HAPPENS

Anger accelerates sending, not necessarily solving. A short response protocol separates facts, disputed interpretations, immediate duties and the forum for deciding the issue.

REAL EVIDENCE

Probuild shows why procedural routes matter [S04]. A legal objection did not itself establish an available form of court review. The practical lesson is to verify the route before escalating the rhetoric.

THE COST OF WAR

Record management hours and external costs spent on repeated argument. Separate useful rights-preservation work from duplicated correspondence.

Controlled dispute response

TRIGGER	Formal complaint, adverse notice or repeated unresolved disagreement.
INPUT	Original correspondence, contract, chronology, evidence and deadline register.
CHECKS	Facts versus allegations; applicable response requirements; immediate protective action.
AI ASSISTANCE	Prepare a neutral chronology, open questions and draft response options.
EXCEPTIONS	Urgent safety, fraud, injunction or statutory matters bypass routine steps.
HUMAN DECISION	Authorised commercial lead and advisers decide the position and forum.
ACTION	Clarify, exchange evidence, meet at the right level and escalate deliberately.
EVIDENCE RETAINED	Approved response, source pack, service proof and decision rationale.
ESCALATION	Move to expert, contractual or legal process where necessary.
OUTPUT	Response plan with parallel rights calendar.

Use procedure before pressure

WORKED APPLICATION

Illustrative application: the client alleges ten days of delay. The first response acknowledges the issue and identifies the programme records needed. The commercial team separately checks any required notice. A neutral chronology can support a firm position; calm language does not mean conceding it.

Set a rule for the team: no important accusation without a source, no commitment without authority, and no meeting without an owner for the next step.

WHAT AI CAN DO

Organise the pack and draft language for review. It must not threaten proceedings, infer privilege or send a legal position autonomously.

WHAT HUMANS MUST DECIDE

Professionals choose the legal route; authorised people negotiate and approve.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure time to a suitable decision-maker and whether rights-sensitive dates were protected.

~~GAIN STRENGTH FROM DEFECTORS~~

Make handovers lawful, complete and fair.

The ninth rule values people who leave the opposing side, while acknowledging mistrust. Construction should reject the betrayal metaphor: staff and suppliers change roles, but information rights and fair treatment still matter. [S21, S22]

THE BUSINESS BATTLEFIELD

A replacement project manager inherits an inbox but not the reasoning behind a settlement, design concession or procurement exception. Conversely, a new employee may be pressed to bring confidential records from a previous employer.

WHY THIS HAPPENS

Knowledge is mistaken for personal ownership. A project needs an authorised record that survives departures, while recognising that not every document someone can access is theirs to transfer.

REAL EVIDENCE

NAO commercial-lifecycle guidance includes transition [S20]. ASD guidance addresses controlled system access [S25]. These support an orderly transfer process; they do not resolve employment or confidentiality disputes.

THE COST OF WAR

Identify decisions that would have to be reconstructed if one person left today. Estimate reconstruction time rather than assigning a speculative value to their entire knowledge.

Authorised knowledge handover

TRIGGER	Role change, departure, new supplier or project transfer.
INPUT	Role responsibilities, authorised records, open decisions and access inventory.
CHECKS	Ownership, confidentiality, pending deadlines and missing rationale.
AI ASSISTANCE	Index approved project records and identify questions for the outgoing role.
EXCEPTIONS	Disputed ownership, personal data and former-employer material require review.
HUMAN DECISION	Manager and relevant advisers approve what may be transferred.
ACTION	Complete a structured handover and test retrieval with the successor.
EVIDENCE RETAINED	Handover pack, permissions, unresolved questions and access changes.
ESCALATION	Unresolved rights or critical gaps go to the accountable manager.
OUTPUT	Handover acceptance record and knowledge-gap list.

Transfer knowledge without betrayal

WORKED APPLICATION

Illustrative application: a new commercial manager finds a spreadsheet showing a variation as agreed. The handover must locate the actual agreement, authority and service trail. If these cannot be found, the amount remains unverified.

Do not reward a recruit for importing another firm's confidential bid library. Ask them to contribute experience and lawful knowledge, then build your own evidence from authorised sources.

WHAT AI CAN DO

Organise permitted documents and prepare retrieval questions. It cannot decide ownership or encourage unauthorised copying.

WHAT HUMANS MUST DECIDE

People approve access, validate the handover and resolve confidentiality issues.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track critical decisions retrievable by an authorised successor.

~~**KEEP RESERVES BEHIND THE FRONT**~~

Do not commit every resource twice.

The tenth rule favours reserves over a thinly stretched front. TEMRIK applies that logic to genuine contingency capacity: people, time and funds that can actually be used when a problem occurs. [S21, S22]

THE BUSINESS BATTLEFIELD

A programme contains float, but three managers each assume it belongs to their package. A senior engineer is named as backup on several simultaneous projects. The reserve exists on paper more than in practice.

WHY THIS HAPPENS

Local plans conceal shared constraints. A contingency is credible only if its owner, release conditions and competing demands are visible. Reserving capacity also has a cost that needs approval.

REAL EVIDENCE

The NAO's Carillion review examined government monitoring and contingency preparation [S08]. It supports asking whether a fallback is usable, without showing that any particular reserve would have prevented insolvency.

THE COST OF WAR

Compare the cost of holding capacity with a stated disruption scenario. Do not count the same float, cash or backup person as available to multiple events at once.

Contingency capacity register

TRIGGER	Baseline approval, major commitment or concurrent emerging risks.
INPUT	Resource plan, cash forecast, programme allowances and backup arrangements.
CHECKS	Actual availability, release authority, lead time and double allocation.
AI ASSISTANCE	Compare plans and flag the same resource promised in several places.
EXCEPTIONS	Financing, employment and safety decisions require appropriate professional input.
HUMAN DECISION	Leadership approves reserves and the conditions for using them.
ACTION	Assign reserve owners and rehearse a realistic release request.
EVIDENCE RETAINED	Approved capacity, assumptions, competing demands and drawdown decisions.
ESCALATION	Capacity conflict goes to the portfolio decision-maker.
OUTPUT	Contingency register with verified availability and release rules.

Keep capacity for the unexpected

WORKED APPLICATION

Illustrative application: two sites nominate the same supervisor as emergency cover. The register exposes that dependency before both projects need help. Management chooses a trained deputy or changes the proposed commitments.

A supplier described as “available if needed” is not a contingency until the team has checked scope, capacity, lead time and what agreement would be necessary.

WHAT AI CAN DO

Find duplicate allocations and compare scenarios. It cannot guarantee future availability or financing.

WHAT HUMANS MUST DECIDE

Leaders decide how much capacity to retain and which project has priority.

PUT THIS PRINCIPLE TO WORK

Delay and Early Warning

Connect emerging events to programme evidence and decisions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure reserve commitments that have been checked rather than merely named.

~~KNOW BOTH SIDES' STRENGTH~~

Test capability before reliance.

Machiavelli links accurate knowledge of both forces with resilience. The construction version examines the delivery capacity of your own organisation and its counterparties, without equating commercial partners with enemies. [S21, S22]

THE BUSINESS BATTLEFIELD

A tender assessment checks price and insurance but not whether the nominated team is committed elsewhere. The builder's own design-review capacity is also ignored. Each side assumes the other can absorb the next constraint.

WHY THIS HAPPENS

Qualification and available capacity are different. A competent firm can be overstretched; a detailed promise can depend on unconfirmed people, equipment or approvals.

REAL EVIDENCE

UK procurement guidance promotes structured preparation and supply-market engagement [S10]. TEMRIK's capacity check is an operational application, not a credit rating or a prediction of business failure.

THE COST OF WAR

Identify the exposure created by relying on an unverified commitment. Use defined scenarios rather than speculative insolvency probabilities.

Counterparty and internal capacity review

TRIGGER	Before award, a major commitment or reliance on a critical supplier.
INPUT	Proposed team, workloads, programme, resources, references and dependencies.
CHECKS	Named people, actual availability, subcontracting assumptions and your own obligations.
AI ASSISTANCE	Compare promises across the approved tender and delivery records.
EXCEPTIONS	Sensitive financial or personal data needs restricted handling and lawful access.
HUMAN DECISION	Commercial and delivery leads decide reliance conditions and further checks.
ACTION	Clarify assumptions, verify critical resources and record award conditions.
EVIDENCE RETAINED	Questions, responses, verification sources and approval rationale.
ESCALATION	Unresolved critical capacity gaps go to the award authority.
OUTPUT	Capacity and dependency assessment with review triggers.

Know the capacity behind the promise

WORKED APPLICATION

Illustrative application: a services contractor nominates an experienced commissioning lead. The review asks when that person becomes available and who covers design coordination before then. It also checks whether the builder can provide access and witness testing when promised.

The point is reciprocal reliability. Asking searching questions of a supplier while hiding your own unresolved prerequisites creates a misleading assessment.

WHAT AI CAN DO

Organise evidence and inconsistencies; avoid invented credit scores or inferred financial health.

WHAT HUMANS MUST DECIDE

People decide which assurances are credible and what contractual protections are appropriate.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

Compare scope, obligations and assumptions before committing. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track critical commitments supported by named, available resources.

~~QUALITY AND GROUND OUTWEIGH NUMBERS~~

More people cannot repair a blocked workforce.

The twelfth rule distinguishes numbers from capability and recognises the importance of location. Construction can preserve that insight: the right team needs a work environment in which its skill can be used. [S21, S22]

THE BUSINESS BATTLEFIELD

A delayed package receives more labour while access, supervision and design remain unchanged. Congestion grows. The client sees headcount increase and expects progress; the site sees more people waiting for the same unresolved release.

WHY THIS HAPPENS

Resource quantity is visible and easy to demand. Effective capacity depends on skills, sequence, space and supporting decisions. Acceleration needs a tested delivery explanation, not only a histogram.

REAL EVIDENCE

HSE planning guidance includes access, shared work areas and coordination of operations [S24]. It does not establish a universal relationship between crew size and output.

THE COST OF WAR

Compare productive access, supervision and completed work with extra labour costs. Avoid using attendance hours as a direct measure of earned progress.

Workface capacity review

TRIGGER	Proposed acceleration, repeated congestion or productivity concern.
INPUT	Crew plan, qualifications, access, design releases, plant and sequence.
CHECKS	Binding constraint; safe space; supervision; upstream readiness.
AI ASSISTANCE	Compare planned resources with recorded constraints and blocked tasks.
EXCEPTIONS	Safety and technical adequacy are assessed by competent people.
HUMAN DECISION	Delivery leads decide whether to add people, change sequence or remove a blocker.
ACTION	Resolve the constraint and agree a measurable short-term plan.
EVIDENCE RETAINED	Constraint review, approved method, resource decision and observed results.
ESCALATION	Cross-package constraints go to the coordinating project lead.
OUTPUT	Workface plan with constraint owner and release evidence.

Fit the team to the work

WORKED APPLICATION

Illustrative application: extra installers arrive for a ceiling package, but services inspections are incomplete. The team identifies the rooms that can genuinely be released and the inspection decisions blocking the rest. More labour may help only after those constraints change.

The review does not prescribe engineering or safety solutions. It forces the proposed commercial acceleration to refer to a competent delivery plan.

WHAT AI CAN DO

Expose dependencies and summarise observed progress. It cannot certify a safe crew size or installation method.

WHAT HUMANS MUST DECIDE

Competent managers and professionals approve the method and resources.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

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MEASURE WHAT MATTERS

Measure released work completed, alongside resource cost and unresolved constraints.

MEET THE NEW ENEMY IN SMALL TRIALS

Make uncertainty small enough to learn from.

The thirteenth rule proposes limited encounters before a full engagement with an unfamiliar opponent. The peace counterpart is a controlled trial with acceptance criteria and a decision before repetition. [S21, S22]

THE BUSINESS BATTLEFIELD

A new façade detail is repeated across elevations before the first installation is reviewed. A defect then becomes a system-wide disagreement about design, workmanship and who authorised repetition.

WHY THIS HAPPENS

The programme rewards starting and counting units. Unless there is a deliberate learning gate, uncertainty becomes embedded in completed work faster than it is resolved.

REAL EVIDENCE

MT Højgaard shows that satisfying a specified standard may not resolve every contractual performance promise [S02]. A trial should therefore refer to the actual acceptance requirements; it cannot guarantee legal compliance.

THE COST OF WAR

Compare the controlled trial cost with the exposure of repeating an unverified detail. Keep hypothetical avoided rework separate from measured savings.

First-of-type acceptance trial

TRIGGER	New material, detail, supplier, workflow or repeated installation method.
INPUT	Design requirements, acceptance criteria, test plan and representative conditions.
CHECKS	Trial scope, test authority, limits, hold points and what remains untested.
AI ASSISTANCE	Compile criteria and compare observations with the approved trial plan.
EXCEPTIONS	Regulatory approvals and engineering certification are not replaced by a mock-up.
HUMAN DECISION	Competent professionals decide acceptance, redesign or further testing.
ACTION	Complete the trial, record findings and release repetition only as authorised.
EVIDENCE RETAINED	Approved criteria, observations, photographs, results and release decision.
ESCALATION	Unmet criteria return to the responsible designer or specialist.
OUTPUT	First-of-type record with acceptance scope and open conditions.

Test unfamiliar work before scaling

WORKED APPLICATION

Illustrative application: a window interface is trialled on one representative bay. The team records installation sequence, relevant test results and unresolved details. A photograph that looks satisfactory is not proof of every performance requirement.

The same discipline applies to AI: test a variation assistant against known examples, including missing and contradictory records, before letting its drafts enter a live approval workflow.

WHAT AI CAN DO

Prepare comparison records and flag omissions. It must not invent test results or expand the acceptance scope.

WHAT HUMANS MUST DECIDE

Qualified people define valid tests and approve what the results justify.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

Compare scope, obligations and assumptions before committing. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track repetition started before the first-of-type decision.

~~DO NOT PURSUE VICTORY IN DISORDER~~

A win is unfinished until it is implemented.

The fourteenth rule warns that disorderly pursuit can reverse a victory. Construction can lose the value of a commercial agreement through poor implementation, unclear releases or a second fight about what was settled. [S21, S22]

THE BUSINESS BATTLEFIELD

A meeting resolves a variation in principle. Work resumes, but nobody records whether time was included, who must sign or which claims remain open. Months later each side remembers a different bargain.

WHY THIS HAPPENS

Relief at reaching agreement can weaken the control that made agreement possible. A settlement is a set of obligations, not merely a favourable number in the forecast.

REAL EVIDENCE

Rock Advertising illustrates the importance of agreed amendment formalities [S03]. It does not mean all oral agreements are ineffective everywhere; form and legal context require review.

THE COST OF WAR

Track agreed value separately from executed, implemented and paid value. An unsigned meeting note is not a reason to erase uncertainty from the forecast.

Agreement and settlement close-out

TRIGGER	Commercial resolution, accepted variation or proposed settlement.
INPUT	Offer, acceptance trail, authority, scope, time effects and draft terms.
CHECKS	Execution requirements, inclusions, exclusions, releases and implementation dates.
AI ASSISTANCE	Compare drafts with the decision record and flag inconsistent terms.
EXCEPTIONS	Legal releases, privilege and admissions need qualified review.
HUMAN DECISION	Authorised signatories and advisers approve the complete agreement.
ACTION	Execute through the required process and assign each implementation action.
EVIDENCE RETAINED	Final signed version, authority, service and evidence of performance.
ESCALATION	Unresolved material terms return to negotiators before reliance.
OUTPUT	Agreement completion record and residual-issues schedule.

Close the agreement before chasing more

WORKED APPLICATION

Illustrative application: a builder and subcontractor agree a lump sum for changed work. The close-out check asks whether it includes prolongation, acceleration or only direct cost. The question is raised before either party relies on a broad release.

The operational record should identify what can now proceed, what still needs approval and what money is actually due. A negotiation win that cannot be implemented is not yet a reliable project result.

WHAT AI CAN DO

Compare versions and track obligations. It cannot determine the legal effect of a release.

WHAT HUMANS MUST DECIDE

People approve the bargain, execution and residual claims.

PUT THIS PRINCIPLE TO WORK

Dispute Prevention

Build a factual record and prepare practical resolution options. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure agreements fully executed and implemented, not merely announced.

~~WITHOUT PROVISIONS, DEFEAT NEEDS NO SWORD~~

A project cannot build with promises alone.

The fifteenth rule warns that failure to provision can bring defeat without battle. Construction translates this directly into confirmed materials, information and cash availability at the point of use. [S21, S22]

THE BUSINESS BATTLEFIELD

A purchase order is marked complete while the supplier still awaits a deposit and approved dimensions. The programme treats the item as secured. The site discovers the missing conditions only when the delivery fails to arrive.

WHY THIS HAPPENS

Ordering, producing, dispatching and receiving are separate states. A procurement register that collapses them conceals dependencies and encourages premature confidence.

REAL EVIDENCE

Crossrail's review connects delivery difficulties with wider planning weaknesses [S07]. HSE also includes deliveries and storage in construction planning [S24]. Neither supports treating every late item as a supplier failure.

THE COST OF WAR

Compare the cost of missing essentials with the cost and constraints of alternatives. Include storage and cash commitments, not just the purchase price.

Critical supply and information flow

TRIGGER	Look-ahead review or release of a long-lead purchase.
INPUT	Orders, supplier confirmations, design releases, cash dates and site need dates.
CHECKS	Conditions outstanding, manufacturing slot, transport, storage and receipt criteria.
AI ASSISTANCE	Reconcile status across procurement, finance and design records.
EXCEPTIONS	Substitution requires technical, commercial and regulatory review where relevant.
HUMAN DECISION	Procurement and delivery leads approve the supply plan and alternatives.
ACTION	Resolve prerequisites and obtain verified milestone confirmations.
EVIDENCE RETAINED	Order, confirmations, approvals, delivery records and exceptions.
ESCALATION	Threatened need dates go to the decision owner while options remain.
OUTPUT	Critical supply register showing conditions and verified status.

Secure the flow of essentials

WORKED APPLICATION

Illustrative application: a switchboard is listed as ordered. The review finds an unanswered technical query and a deposit still awaiting approval. Responsibility becomes clearer when both dependencies appear beside the supplier’s production date.

The aim is a reliable flow of essentials, not excessive stock. Holding everything early can create damage, storage and financing problems. Record why each proposed buffer is useful.

WHAT AI CAN DO

Compare dates and expose missing prerequisites. It cannot promise production capacity on a supplier’s behalf.

WHAT HUMANS MUST DECIDE

People approve orders, payments, substitutions and delivery commitments.

PUT THIS PRINCIPLE TO WORK

Payment Evidence

Reconcile progress, claimed amounts and supporting evidence. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure critical items with confirmed milestones and closed prerequisites.

~~MATCH YOUR FORCES TO THE GROUND~~

Do not make the site fit an untested assumption.

The sixteenth rule requires the choice of ground to suit the balance of forces. Construction usually cannot move the site; it must adapt the method, equipment and sequence to verified conditions. [S21, S22]

THE BUSINESS BATTLEFIELD

A tender assumes open access and a standard installation method. The actual site has restricted delivery hours, neighbours, overhead constraints or limited laydown. Each contractor prices a different version of the same place.

WHY THIS HAPPENS

Generic methods hide site-specific assumptions. When the gap emerges after award, the technical question quickly becomes a commercial allocation dispute.

REAL EVIDENCE

HSE advises examining site history, surroundings and proposed methods before work [S24]. MT Højgaard also cautions against reading one technical requirement in isolation [S02]. The contractual consequences remain fact-specific.

THE COST OF WAR

Identify allowances omitted from the original method and the effects of changing it. Distinguish a revised estimate from an established entitlement.

Site-method and contract interface review

TRIGGER	Tender, method selection or discovery of a material site constraint.
INPUT	Survey, access conditions, design, scope, proposed plant and contract assumptions.
CHECKS	Interfaces between method, location, responsibility and performance promises.
AI ASSISTANCE	Compare assumptions across documents and prepare an unresolved-interface list.
EXCEPTIONS	Engineering, environmental and safety matters require competent assessment.
HUMAN DECISION	Technical and commercial approvers decide the workable method and risk position.
ACTION	Clarify constraints and document authorised scope or method changes.
EVIDENCE RETAINED	Verified conditions, assumptions, approvals and controlled document versions.
ESCALATION	Unallocated or unsafe interfaces go to the responsible professional.
OUTPUT	Site-method alignment report and interface register.

Match the method to the site

WORKED APPLICATION

Illustrative application: a precast package assumes crane access that is unavailable during school arrival periods. The team examines delivery windows, lifting arrangements and responsibilities before relying on the tender sequence.

A line saying “contractor to verify” does not make uncertainty disappear. Record what was verified, what remains unknown and which person is authorised to accept the resulting risk.

WHAT AI CAN DO

Find inconsistent assumptions. It cannot design a lift, approve ground bearing or interpret liability conclusively.

WHAT HUMANS MUST DECIDE

Competent professionals approve the method; authorised commercial people agree the bargain.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

Compare scope, obligations and assumptions before committing. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track unresolved interfaces before the relevant work is committed.

~~IDENTIFY THE STRANGER IN CAMP~~

Verify identity and authority without suspicion.

The seventeenth rule uses a camp-accounting manoeuvre to expose an outsider. Its modern counterpart is explicit identity and access control. The historical text sends people to their quarters; the linked article's wording differs. [S21, S22]

THE BUSINESS BATTLEFIELD

A former consultant can still edit the drawing register. A subcontractor receives an instruction from someone who attends every meeting but lacks authority to vary scope. Familiarity has been mistaken for permission.

WHY THIS HAPPENS

Access, identity and delegated authority are separate controls. A known person may lack approval power; an approved role may need only part of the project record.

REAL EVIDENCE

ASD guidance supports authorising access according to need and maintaining account controls [S25]. This is security guidance, not a claim that unexplained access proves misconduct.

THE COST OF WAR

Assess the records or commitments exposed by inappropriate access. Do not treat every dormant account as an actual breach or every irregular instruction as fraud.

Identity, access and authority register

TRIGGER	Onboarding, role change, departure or instruction from an uncertain source.
INPUT	Named accounts, role permissions, delegation limits and engagement records.
CHECKS	Identity, current role, necessary access, expiry and approval authority.
AI ASSISTANCE	Compare rosters with access lists and flag unexplained differences.
EXCEPTIONS	Personal data, investigations and contested access need restricted review.
HUMAN DECISION	Account owners and commercial delegates approve access and authority changes.
ACTION	Confirm, limit or remove access through the approved process.
EVIDENCE RETAINED	Approval, permission changes, delegation record and review trail.
ESCALATION	Suspected compromise goes promptly to security and relevant advisers.
OUTPUT	Current access-and-authority matrix with accountable owners.

Know who can act and access

WORKED APPLICATION

Illustrative application: an instruction arrives from a familiar address asking for changed work. The site records the request and checks the delegation rather than assuming authority from the signature block. Separately, IT verifies whether an old account remains enabled.

Do not build an AI “spy detector”. A missing match is a question for a reviewer, not evidence of dishonesty. Preserve fair process and the minimum access needed for the job.

WHAT AI CAN DO

Reconcile approved lists and flag exceptions. It must not label people disloyal or remove access without authorised controls.

WHAT HUMANS MUST DECIDE

People decide access, investigate discrepancies and verify instruction authority.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure access reviews completed and unresolved authority exceptions.

~~CHANGE A PLAN THE ENEMY EXPECTS~~

Be predictable in process, adaptable in method.

Machiavelli recommends changing a plan once the opponent anticipates it. Construction should change for a different reason: new evidence has made the old assumptions unreliable. Surprise itself is not the objective. [S21, S22]

THE BUSINESS BATTLEFIELD

A programme continues to show an installation date after the supplier has confirmed a later dispatch. Teams create informal workarounds, but the official baseline and instructions never catch up. Competing versions then become competing narratives.

WHY THIS HAPPENS

Changing a published plan can look like admitting failure, so people protect the document instead of the project. An audit trail allows revision without erasing the original commitment.

REAL EVIDENCE

Crossrail illustrates the danger of unrealistic delivery planning [S07]. Triple Point shows that delay and termination consequences depend on the actual contract [S05]. Updating a programme does not itself decide entitlement.

THE COST OF WAR

Compare feasible recovery options and their costs. Keep the original forecast and actual events so the effect of the change can later be understood.

Evidence-led replan and change control

TRIGGER	New evidence invalidates a material programme or delivery assumption.
INPUT	Approved baseline, actual progress, source event, dependencies and notices.
CHECKS	What changed, when, affected work and which approvals are required.
AI ASSISTANCE	Compare versions and prepare options with assumptions clearly labelled.
EXCEPTIONS	Contractual notices and safety reviews continue independently of replanning.
HUMAN DECISION	Project and commercial leads approve the plan and required communications.
ACTION	Issue the authorised revision, retain the baseline and track affected decisions.
EVIDENCE RETAINED	Original/revised plans, event records, option analysis and approvals.
ESCALATION	Unresolved cross-party consequences go to a coordinated decision meeting.
OUTPUT	Replan decision record and controlled current programme.

Revise the plan when facts change

WORKED APPLICATION

Illustrative application: a delivery delay makes one floor sequence impossible. The team compares a revised zone sequence with temporary demobilisation. It records which option was chosen and why, while preserving the separate time-entitlement process.

Never overwrite a baseline to make a late activity appear on time. A useful current plan and an honest historical record serve different purposes and both must survive.

WHAT AI CAN DO

Compare schedules and organise evidence. It cannot establish critical-path causation or extension-of-time entitlement without competent review.

WHAT HUMANS MUST DECIDE

Planners and professionals assess effects; authorised parties approve commitments.

PUT THIS PRINCIPLE TO WORK

Delay and Early Warning

Connect emerging events to programme evidence and decisions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Measure time between verified assumption failure and approved replanning.

~~CONSULT MANY; CONFIDE IN FEW~~

Separate participation from decision authority.

The nineteenth rule distinguishes broad advice from restricted disclosure of the final plan. TEMRIK retains clear decision authority, while rejecting unnecessary secrecy from the people who must implement the decision. [S21, S22]

THE BUSINESS BATTLEFIELD

A coordination meeting reaches apparent consensus, but the person with approval power is absent. Alternatively, a small group decides a change without involving the trade that must install it. Both routes produce avoidable reopening.

WHY THIS HAPPENS

Attendance, consultation and approval are not interchangeable. A sound decision process gathers the knowledge needed, identifies the authorised approver and communicates the outcome to affected people.

REAL EVIDENCE

The model construction code addresses consultation and coordination [S23]. Rock Advertising shows a separate issue: an agreed contractual formality can matter to an amendment's effectiveness [S03]. A meeting record cannot replace either requirement.

THE COST OF WAR

Track reopened decisions and waiting time caused by missing input or authority. Meeting duration alone is not a measure of wasted work.

Consultation-to-decision record

TRIGGER	Meeting or proposed decision affecting more than one work package.
INPUT	Question, options, affected roles, evidence and delegation limits.
CHECKS	Who must contribute, who can approve and who must receive the result.
AI ASSISTANCE	Prepare the agenda and extract proposed decisions, actions and open objections.
EXCEPTIONS	Confidential, privileged or personal matters use restricted channels.
HUMAN DECISION	The authorised approver decides after appropriate consultation.
ACTION	Confirm the decision, owner, due date and any separate execution step.
EVIDENCE RETAINED	Inputs, dissent, approval, final record and communication evidence.
ESCALATION	Unresolved authority or missing critical input returns to the decision owner.
OUTPUT	Decision record with implementation owners and approval status.

Consult broadly, decide clearly

WORKED APPLICATION

Illustrative application: an RFI meeting favours a different finish. The minutes label it “recommended”, because the cost approver has not agreed. Once approved, the authorised instruction goes to procurement and site. The distinction prevents a discussion becoming an accidental order.

Record dissent without turning the record into a blame document. A useful objection explains a consequence that the decision-maker must consider.

WHAT AI CAN DO

Draft the record and identify missing owners. Recording/transcription must follow applicable permissions and policies.

WHAT HUMANS MUST DECIDE

People verify the record, consult appropriately and approve within authority.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track decisions reopened because consultation or authority was incomplete.

~~CONTROL THROUGH FEAR AND REWARD~~

Reward early truth, not reassuring reports.

The twentieth rule contrasts punitive control in quarters with rewards in battle. TEMRIK rejects fear as a management system and examines what the organisation actually rewards when people report bad news. [S21, S22]

THE BUSINESS BATTLEFIELD

A supervisor is praised for keeping the dashboard green and criticised for raising uncertainties. Problems are therefore reported late, when they are harder to resolve. A commercial target can have the same effect if it rewards disputed revenue as though collected.

WHY THIS HAPPENS

People respond to the practical consequences of reporting. A policy welcoming early warnings means little if the first response is humiliation or an impossible demand to make the issue disappear.

REAL EVIDENCE

Edmondson's study of 51 manufacturing teams associated psychological safety with learning behaviour [S12]. This is not construction-specific causal proof. Agency theory also helps examine misaligned incentives [S14].

THE COST OF WAR

Look for late disclosure, repeated forecast reversals and work needed to reconstruct events. Do not infer a person's mental state from their email tone.

Reporting and incentive alignment

TRIGGER	Repeated late surprises, conflicting targets or a review of performance measures.
INPUT	Targets, reporting categories, escalation responses and documented examples.
CHECKS	What behaviour is rewarded; whether uncertainty can be reported honestly.
AI ASSISTANCE	Compare definitions and flag targets that could conflict with project outcomes.
EXCEPTIONS	Employment complaints and suspected retaliation need appropriate confidential handling.
HUMAN DECISION	Leaders and relevant specialists choose fair measures and response expectations.
ACTION	Clarify categories, recognise useful warnings and remove contradictory incentives.
EVIDENCE RETAINED	Approved measures, examples reviewed, changes and follow-up observations.
ESCALATION	Unresolved harmful incentives go to accountable leadership.
OUTPUT	Incentive alignment record and truthful-reporting protocol.

Make truthful reporting worth doing

WORKED APPLICATION

Illustrative application: a margin report counts unapproved variations at full value. The team separates asserted, assessed, approved and paid amounts and preserves uncertainty. It does not punish the person who reveals the gap.

Psychological safety is not immunity from consequences for misconduct. The aim is fair accountability supported by evidence, alongside a credible route for people to surface problems early.

WHAT AI CAN DO

Compare metric definitions and group factual signals. It must not diagnose emotions or rank employees by inferred loyalty.

WHAT HUMANS MUST DECIDE

People decide employment matters, incentives and fair accountability.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions.
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MEASURE WHAT MATTERS

Measure earlier substantiated warnings and responses, not sentiment scores.

~~FIGHT ONLY WHEN NECESSITY OR ADVANTAGE CALLS~~

Measure the war before entering it.

The twenty-first rule limits engagement to necessity or a suitable opportunity. TEMRIK retains deliberate choice while widening the calculation to cash, time, capacity, duties and the consequences of not acting. [S21, S22]

THE BUSINESS BATTLEFIELD

A claim's face value dominates a management discussion. Nobody has costed the next year of document review, professional fees, delayed cash and attention diverted from live projects. Equally, a cheap settlement may leave serious misconduct unaddressed.

WHY THIS HAPPENS

A strong belief in being right can crowd out comparison of routes. The decision is not a vote on who deserves sympathy; it is a choice between legally available actions with different consequences.

REAL EVIDENCE

Babcock and Loewenstein discuss self-serving evaluations in bargaining [S13]. Acas's employer-cost model also captures effects beyond proceedings [S11]. Neither supplies a probability of winning a construction case.

THE COST OF WAR

Compare future costs and cash timing by scenario; keep sunk expenditure separate. Include adverse-cost and non-recovery scenarios where appropriate, without inventing legal probabilities.

Dispute economics and route selection

TRIGGER	Before material escalation, settlement authority or a litigation budget.
INPUT	Claim evidence, adviser estimates, management hours, cash timing and alternatives.
CHECKS	Future versus sunk cost; collectability; rights; non-financial reasons to proceed.
AI ASSISTANCE	Calculate transparent scenarios and show assumptions and sensitivity.
EXCEPTIONS	Safety, fraud, urgent relief and statutory duties may require immediate action.
HUMAN DECISION	Advisers assess law; finance checks economics; authorised leadership chooses.
ACTION	Compare negotiation, expert process, contractual mechanisms and proceedings.
EVIDENCE RETAINED	Dated scenarios, advice boundaries, decision rationale and review triggers.
ESCALATION	Reassess when evidence, cost or available options materially change.
OUTPUT	Dispute decision brief without invented outcome probabilities.

Choose escalation deliberately

WORKED APPLICATION

Illustrative application: a business compares settlement now with two possible recovery amounts after proceedings. It records expected professional spend as a budget assumption, not a court prediction. A separate note explains any precedent, safety or integrity reason to continue.

The worked economics pages later in this guide show arithmetic only. A useful model makes assumptions challengeable; it does not turn uncertainty into a confident percentage.

WHAT AI CAN DO

Calculate and organise. It cannot rate legal merits, choose settlement terms or predict a judgment.

WHAT HUMANS MUST DECIDE

Qualified advisers explain legal consequences; leaders decide acceptable exposure.

PUT THIS PRINCIPLE TO WORK

Dispute Prevention

Build a factual record and prepare practical resolution options. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Review decisions against the information available when made, not only the eventual result.

~~CONCEAL THE FORMATION; KEEP FALLBACK LINES~~

Continuity should not depend on one line holding.

The twenty-second rule joins concealment with supporting lines able to receive retreating units. TEMRIK rejects concealment from affected delivery teams and retains the practical idea of a coordinated fallback. [S21, S22]

THE BUSINESS BATTLEFIELD

A project has a backup supplier but no rights to the design files that supplier would need. A commercial decision has a deputy but no delegated approval limit. The fallback cannot receive the work when the first route fails.

WHY THIS HAPPENS

Naming an alternative is easier than transferring a live responsibility. Continuity requires records, authority, resources and a clear activation trigger. This differs from rule 10's reserve: the issue here is the route into using it.

REAL EVIDENCE

The Carillion audit addresses contingency and continuity in government response [S08]. It does not establish that a replacement supplier can lawfully or practically take over any contract.

THE COST OF WAR

Estimate transition time and the work exposed during it. Do not count the full contract value as an automatic loss or assume replacement capacity is free.

Fallback and continuity handover

TRIGGER	Critical dependency identified or primary delivery route becomes unreliable.
INPUT	Continuity plan, contracts, records, access rights and alternative capacity.
CHECKS	Activation authority, transfer rights, minimum handover pack and actual availability.
AI ASSISTANCE	Map missing links between the primary route and proposed alternative.
EXCEPTIONS	Termination, insolvency, IP and safety issues need qualified review.
HUMAN DECISION	Leadership and advisers decide whether and how to activate a fallback.
ACTION	Confirm the handover package and rehearse the transition without making unauthorised commitments.
EVIDENCE RETAINED	Contingency approvals, rights review, capacity checks and rehearsal findings.
ESCALATION	Unworkable transition conditions go to the accountable executive.
OUTPUT	Usable continuity route with trigger, owner and transfer requirements.

Make fallback routes usable

WORKED APPLICATION

Illustrative application: a specialist installer becomes unavailable. The team checks whether drawings, warranties and product information can be shared with a replacement, and whether the replacement has capacity. It does not assume the original contract can simply be cancelled.

A fallback should specify what remains with the original party, what changes hands and who tells affected teams. Otherwise continuity itself becomes a new source of dispute.

WHAT AI CAN DO

Prepare dependency maps and authorised handover indexes. It cannot decide termination rights or transfer restricted information.

WHAT HUMANS MUST DECIDE

People approve activation, legal steps and practical replacement arrangements.

PUT THIS PRINCIPLE TO WORK

Dispute Prevention

Build a factual record and prepare practical resolution options. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

[OPEN THE PLAYBOOK ON GITHUB →](#)

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MEASURE WHAT MATTERS

Measure continuity routes tested against actual transfer conditions.

~~DO NOT REASSIGN UNITS MID-BATTLE~~

Do not move an obligation without its dependencies.

The twenty-third rule warns against changing a unit's assignment during action and creating disorder. Construction needs controlled reassignment, rather than rigidly freezing a plan that may genuinely need to change. [S21, S22]

THE BUSINESS BATTLEFIELD

A trade is told to “help out” with another package. Work begins before scope, design responsibility, supervision and payment are settled. Each party later describes the same request differently.

WHY THIS HAPPENS

Responsibility is often treated as a name in a matrix. Moving it also changes information, authority, resources and interfaces. An instruction cannot safely assume these follow automatically.

REAL EVIDENCE

Mann illustrates the consequences of variation formalities [S01]. The model construction code separately addresses coordination where duties overlap [S23]. Neither makes informal reassignment a complete solution.

THE COST OF WAR

Capture changed work, omitted work and interface effects separately. Do not price only the added task while leaving a gap in the original assignment.

Scope and responsibility change control

TRIGGER	Reassignment, substituted trade, acceleration request or scope transfer.
INPUT	Original scope, proposed instruction, responsibility matrix and affected interfaces.
CHECKS	Authority, competence, time/cost effect, notices and remaining duties.
AI ASSISTANCE	Compare old/new assignments and identify unowned or duplicated tasks.
EXCEPTIONS	Immediate protection follows competent emergency arrangements; record changes promptly.
HUMAN DECISION	Technical, safety and commercial approvers assess their respective responsibilities.
ACTION	Issue an authorised change and confirm handover of dependent information.
EVIDENCE RETAINED	Baseline, approved instruction, valuation, notices and acceptance of responsibilities.
ESCALATION	Unallocated duties or contested authority go to the appropriate professional.
OUTPUT	Controlled scope-change record and updated responsibility map.

Control changes in responsibility

WORKED APPLICATION

Illustrative application: the builder asks a services trade to cut an opening excluded from its scope. The review identifies design approval, method, making good and payment before treating the request as a complete instruction.

A responsibility matrix can show who coordinates a task without deciding every legal duty. Keep that distinction explicit, especially where several organisations retain overlapping obligations.

WHAT AI CAN DO

Identify gaps and prepare drafts. It cannot transfer statutory duties or decide engineering adequacy.

WHAT HUMANS MUST DECIDE

People approve changed scope, competence, authority and commercial terms.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

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MEASURE WHAT MATTERS

Track changed work started without a complete authorised disposition.

~~**ANTICIPATED ACCIDENTS ARE EASIER TO REMEDY**~~

Think ahead while there is still time to choose.

The twenty-fourth rule contrasts sudden events with those considered beforehand. The historical Italian and English texts support anticipation; the linked article phrases it differently. TEMRIK uses a practical response rehearsal. [S21, S22]

THE BUSINESS BATTLEFIELD

A foreseeable delivery failure occurs and everyone starts searching for a contact, approval or alternate sequence. The organisation spends its first useful hour deciding who is allowed to decide.

WHY THIS HAPPENS

Risk registers name threats but may omit the first action, trigger and evidence needed. A response plan becomes useful when a team can walk through an actual event and identify a decision in time.

REAL EVIDENCE

HSE includes emergency planning within construction preparation [S24]. TEMRIK's commercial scenario exercise is separate from professional emergency procedures and cannot replace them.

THE COST OF WAR

Compare response lead time with the time available before the consequence. Financial estimates should state assumptions and avoid adding overlapping downstream losses.

Pre-event response rehearsal

TRIGGER	Material risk identified or a stage with limited recovery options approaches.
INPUT	Risk scenario, dependencies, decision authority, contact list and response options.
CHECKS	Trigger, first action, information required and time available.
AI ASSISTANCE	Prepare a labelled hypothetical scenario and record gaps exposed by the exercise.
EXCEPTIONS	Actual emergencies use established emergency arrangements immediately.
HUMAN DECISION	Accountable leads approve feasible response actions and delegation.
ACTION	Rehearse, fix missing links and assign review dates.
EVIDENCE RETAINED	Scenario, decisions, gaps, revised plan and confirmation of responsible people.
ESCALATION	Unresolvable response constraints go to leadership before exposure grows.
OUTPUT	Response card with trigger, first action, owner and backup.

Prepare the response before the event

WORKED APPLICATION

Illustrative application: ask what happens if a critical delivery slips by two weeks. Who confirms the fact, who assesses the programme, who contacts the client and who can approve an alternative? A rehearsal exposes missing authority without requiring the event to occur.

Do not use scenario exercises to create a false sense that all events are predictable. Their value is preparation of the response and recognition of what remains uncertain.

WHAT AI CAN DO

Organise scenarios and decisions. It cannot direct an emergency response or assess immediate site safety.

WHAT HUMANS MUST DECIDE

Competent people establish emergency arrangements; managers approve commercial contingencies.

PUT THIS PRINCIPLE TO WORK

Delay and Early Warning

Connect emerging events to programme evidence and decisions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

[OPEN THE PLAYBOOK ON GITHUB →](#)

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MEASURE WHAT MATTERS

Measure critical response gaps closed before the exposed work begins.

~~PEOPLE, ARMS, MONEY AND PROVISIONS~~

A funded plan still needs people who can deliver it.

The twenty-fifth rule identifies four resources and gives priority to people and arms. TEMRIK translates the insight into a capability check, while rejecting any claim that skill makes cash or materials optional. [S21, S22]

THE BUSINESS BATTLEFIELD

A project has an approved budget but no confirmed specialist, suitable equipment or workable sequence. The budget is treated as evidence of capacity even though some resources cannot be obtained within the available time.

WHY THIS HAPPENS

Money can purchase a service only if the service exists, can be mobilised and is suitable. The inverse is also true: an excellent team cannot deliver indefinitely without cash and supplies.

REAL EVIDENCE

The UK Construction Playbook offers a structured procurement framework [S10]. The proposed four-resource check is TEMRIK's application, not an empirical claim that one resource always outranks another.

THE COST OF WAR

Compare committed funding, cash timing, competent capacity and supply readiness. A positive project margin does not establish that every near-term commitment can be funded.

Four-resource delivery check

TRIGGER	New work acceptance, major stage release or proposed acceleration.
INPUT	People, equipment/method, cash timing and material/information supply plans.
CHECKS	Each resource exists, is available when needed and matches the approved work.
AI ASSISTANCE	Join the four plans and identify a missing or unverified prerequisite.
EXCEPTIONS	Solvency, financing and safety decisions require qualified review.
HUMAN DECISION	Leadership and delivery professionals decide whether to commit or change the plan.
ACTION	Close resource gaps or revise the authorised commitment.
EVIDENCE RETAINED	Availability evidence, cash assumptions, resource approvals and revised plan.
ESCALATION	Critical gaps go to the commitment authority before promises are made.
OUTPUT	Four-resource readiness brief with constraints and owners.

Build the capability behind the budget

WORKED APPLICATION

Illustrative application: a builder accepts an accelerated handover date because the client offers additional funding. The review finds that the commissioning specialist is unavailable in the new window. The funded proposal still lacks a workable delivery route.

This is a commitment check, not an argument against growth. It asks which resource is genuinely constrained and what evidence would justify the promise.

WHAT AI CAN DO

Combine approved plans and expose conflicts. It cannot certify solvency, competence or equipment suitability.

WHAT HUMANS MUST DECIDE

People make financial commitments and approve the delivery plan.

PUT THIS PRINCIPLE TO WORK

Contract Before Signature

Compare scope, obligations and assumptions before committing. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

[OPEN THE PLAYBOOK ON GITHUB →](#)

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MEASURE WHAT MATTERS

Track commitments made while a critical resource remains unverified.

~~WEALTH WITHOUT DEFENCE INVITES LOSS~~

Do not leave a sound project unable to explain itself.

The twenty-sixth rule describes wealth without protection as vulnerable. The peace counterpart is an inspectable bargain and a reliable record, not aggressive behaviour or an arsenal of threatening letters. [S21, S22]

THE BUSINESS BATTLEFIELD

A profitable project can still struggle to demonstrate an instruction, valuation or completion event. The work happened, but the evidence needed to explain it is scattered across phones, inboxes and departed employees.

WHY THIS HAPPENS

People often build the record only when a dispute begins. By then chronology is reconstructed through memory, and missing information can harden into competing accounts.

REAL EVIDENCE

Mount Bruce demonstrates how definitions, incorporated documents and context matter [S06]. Mann shows the significance of the contractual/statutory setting [S01]. Good records reduce uncertainty; they do not guarantee entitlement.

THE COST OF WAR

Estimate retrieval and reconstruction effort. Do not imply that the party with the largest document collection necessarily has the stronger legal case.

Contract and evidence completeness

TRIGGER	Before signature, at package milestones and when an important event occurs.
INPUT	Execution set, scope, drawings, instructions, notices, photographs and approvals.
CHECKS	Current version, source, date, authority, missing links and required retention.
AI ASSISTANCE	Build a source index and distinguish facts, interpretations, assumptions and actions.
EXCEPTIONS	Privilege, personal information and confidential material need controlled access.
HUMAN DECISION	Commercial/legal reviewers decide significance and required corrective steps.
ACTION	Capture contemporaneous records and close the highest-consequence gaps.
EVIDENCE RETAINED	Originals, metadata, version history, corrections and approved communications.
ESCALATION	Missing rights-sensitive evidence goes promptly to professional review.
OUTPUT	Evidence gap register and controlled contract index.

Protect value with evidence

WORKED APPLICATION

Illustrative application: the team can find a photograph of completed work but not the instruction authorising the change. The register records the limited fact the photograph establishes and searches for the missing link. It does not let AI invent an instruction from context.

Build the record while participants can still correct it. Preserve corrections alongside the original rather than silently rewriting history to support the preferred narrative.

WHAT AI CAN DO

Retrieve, classify and compare. Important conclusions must show their sources and uncertainty.

WHAT HUMANS MUST DECIDE

People judge evidential significance, approve notices and decide the commercial position.

PUT THIS PRINCIPLE TO WORK

Payment Evidence

Reconcile progress, claimed amounts and supporting evidence. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

[OPEN THE PLAYBOOK ON GITHUB →](#)

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MEASURE WHAT MATTERS

Measure important events with a retrievable, source-linked record.

~~TEACH SOLDIERS TO DESPISE LUXURY~~

Make the system lighter, not the people's lives harder.

The final rule promotes austerity and hardiness. TEMRIK rejects contempt for comfort or welfare and keeps a narrower lesson: remove process decoration that consumes resources without helping delivery. [S21, S22]

THE BUSINESS BATTLEFIELD

A site team completes several reports containing the same information while decisions still wait. Management sees activity and assumes control. The records become harder to maintain precisely when the project is under pressure.

WHY THIS HAPPENS

Processes accumulate because deleting a form feels riskier than adding one. A useful control needs an identifiable purpose, user and decision; otherwise the team may spend effort maintaining a ritual.

REAL EVIDENCE

The model construction code includes workplace facilities and other protective arrangements [S23]. These are not waste. NIST's AI guidance also cautions against uncritical reliance on generated information [S16]. Automation needs control.

THE COST OF WAR

Measure time spent on duplicated capture and the decision it serves. Count savings only after checking that the required evidence and protection still exist.

Administration simplification review

TRIGGER	Repeated reporting, duplicated requests or a proposed automation.
INPUT	Forms, reports, recipients, required records and actual decisions supported.
CHECKS	Purpose, legal/contractual need, duplication, access and retention.
AI ASSISTANCE	Compare fields and propose a single controlled capture with tailored outputs.
EXCEPTIONS	Never remove safety, welfare, legal or evidence controls merely to save time.
HUMAN DECISION	Process owner and relevant specialists approve elimination or redesign.
ACTION	Remove one duplication, pilot the change and verify the retained control.
EVIDENCE RETAINED	Before/after process, approval, retained evidence and measured time.
ESCALATION	Unclear obligations go to the responsible professional before deletion.
OUTPUT	Simplified workflow with preserved controls and named owner.

Remove waste without demanding hardship

WORKED APPLICATION

Illustrative application: the same progress data is entered into a site report, payment spreadsheet and management presentation. The team creates one controlled capture and three reviewed views. It checks that each recipient still receives the evidence needed for their decision.

Peace is not achieved by making people endure a bad process more quietly. A useful playbook removes uncertainty and unnecessary effort together. The best test is whether the next person can do the right thing with less reconstruction.

WHAT AI CAN DO

Identify duplication and prepare drafts. It must not delete source records or automate consequential actions without approval.

WHAT HUMANS MUST DECIDE

People decide which controls are necessary and whether the new process works.

PUT THIS PRINCIPLE TO WORK

Meeting Decisions and Actions

Turn discussion into sourced decisions, owners and tracked actions. Download the Markdown file, load it into your AI agent and supply authorised project information. Review its outputs before acting.

[OPEN THE PLAYBOOK ON GITHUB →](#)

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MEASURE WHAT MATTERS

Measure verified time released while required evidence and decisions remain intact.

Mann v Paterson Constructions Pty Ltd

[2019] HCA 32 • High Court of Australia • 9 October 2019

THE WAR

Two townhouses, requested variations and termination produced a dispute over payment on a reasonable-value basis.

THE EVIDENCE

The domestic building contract, staged payments and Victorian statutory variation requirements framed the claim.

FIRST DECISION AND INTERMEDIATE APPEAL

VCAT awarded the builder relief; the Supreme Court appeal failed and the Victorian Court of Appeal left that result standing: [2018] VSCA 231.

FINAL APPEAL DECISION

The High Court allowed the owners' appeal, set aside the relevant orders and remitted the matter to VCAT.

THE TURNING POINT

Accrued contractual payment rights were distinguished from incomplete stages; the majority permitted limited restitution for the latter. Statutory variation restrictions could not be bypassed by restitution.

THE COST

Multiple tribunal and court stages are documented. Total legal fees and management hours are not established here.

THE PEACE PLAYBOOK

Playbooks 05, 23 and 26: preserve the baseline, authorised change, required notice and supporting evidence.

Business lesson: Do not treat termination as erasing the agreed bargain or curing missing variation formalities.

Peace principle: Control change before commitment.

Limit: Historical Victorian domestic-building setting. Separate judgments contain important reasoning differences. This is not a current entitlements calculator. [S01]

An uncertainty-reduction review would ask which work belongs to an accrued stage, which remains incomplete, which is a variation and what procedure applies to each. Those questions improve the record; they do not guarantee a legal result.

MT Højgaard A/S v E.ON Climate & Renewables UK Robin Rigg East Ltd

[2017] UKSC 59 • UK Supreme Court • 3 August 2017

THE WAR

Offshore wind-turbine foundations failed despite use of a specified industry standard containing an error.

THE EVIDENCE

The contract included technical requirements concerning a 20-year lifetime alongside compliance and skill-and-care provisions.

FIRST DECISION AND INTERMEDIATE APPEAL

The Technology and Construction Court found for E.ON on the relevant contractual obligation: [2014] EWHC 1088 (TCC). The Court of Appeal reversed: [2015] EWCA Civ 407.

FINAL APPEAL DECISION

The Supreme Court allowed E.ON's appeal and restored the first-instance order.

THE TURNING POINT

The technical requirement was not displaced merely because other obligations required compliance with the standard.

THE COST

The parties agreed remedial-work cost of €26.25 million. That is repair cost, not a legal-fee total.

THE PEACE PLAYBOOK

Playbooks 13 and 16: test actual performance requirements and compare the method with the site and contract.

Business lesson: Review performance promises wherever they sit in the contract documents.
Peace principle: Check the interfaces.

Limit: Contract-specific interpretation under English law. Do not infer that compliance with a standard is never sufficient. [S02]

The judgment also records the parties' practical cooperation on a remedy before resolving liability. That is an unusually useful example of operational progress alongside a preserved commercial disagreement. A review can separate immediate repair decisions from the allocation of their cost.

Rock Advertising Ltd v MWB Business Exchange Centres Ltd

[2018] UKSC 24 • UK Supreme Court • 16 May 2018

THE WAR

A serviced-office licensee relied on an oral payment rescheduling arrangement after arrears arose.

THE EVIDENCE

The licence required variations to be written and signed. The trial judge found an oral agreement but held it ineffective under that clause.

FIRST DECISION AND INTERMEDIATE APPEAL

The County Court found for MWB. The Court of Appeal reversed: [2016] EWCA Civ 553, treating the oral agreement as also dispensing with the formality.

FINAL APPEAL DECISION

The Supreme Court allowed MWB's appeal and restored the County Court order.

THE TURNING POINT

The majority gave effect to the agreed variation formalities. It left the consideration issue undecided; the facts did not establish estoppel.

THE COST

The record shows three court levels. No total litigation-cost figure is used.

THE PEACE PLAYBOOK

Playbooks 14 and 19: separate discussion, authority, execution and implementation of an agreement.

Business lesson: Capture agreement in the form the actual contract requires.

Peace principle: Record decisions and authority.

Limit: English-law decision; other jurisdictions and estoppel questions need separate advice.
[S03]

A decision record should capture what was discussed and then identify any separate execution step. Do not ask AI to infer that a friendly conversation waived a formality. Equally, do not use this case to assert that no oral agreement can ever have legal effect.

Probuild Constructions (Aust) Pty Ltd v Shade Systems Pty Ltd

[2018] HCA 4 • High Court of Australia • 14 February 2018

THE WAR

A louvre subcontract payment claim met a liquidated-damages set-off; adjudication favoured the subcontractor.

THE EVIDENCE

The payment schedule, adjudicator's reasons and NSW statutory scheme defined the review question.

FIRST DECISION AND INTERMEDIATE APPEAL

The NSW Supreme Court quashed the determination: [2016] NSWSC 770. The Court of Appeal reversed on the availability of review for non-jurisdictional legal error.

FINAL APPEAL DECISION

The High Court dismissed Probuild's appeal.

THE TURNING POINT

The scheme excluded that form of review for non-jurisdictional error of law on the record. Jurisdictional-error review is a different question.

THE COST

Adjudication and several court stages are documented; total fees are not quantified.

THE PEACE PLAYBOOK

Playbooks 04 and 08: protect the initial payment response and verify the available dispute route.

Business lesson: An asserted legal error does not itself identify an available remedy.

Peace principle: Choose the appropriate route and protect the initial response.

Limit: The scheme as considered in 2018; not a statement that every determination is immune from challenge or finally fixes all contractual rights. [S04]

The practical control is an early procedural review, not an AI appeal generator. Ask the adviser what can be decided in the present process, what must be preserved now and which matters may require another route.

Triple Point Technology Inc v PTT Public Company Ltd

[2021] UKSC 29 • UK Supreme Court • 16 July 2021

THE WAR

A delayed software implementation led to suspension, termination and competing payment and damages claims.

THE EVIDENCE

Milestones, delay-damages wording and a liability cap with exceptions were central.

FIRST DECISION AND INTERMEDIATE APPEAL

The trial court awarded pre-termination delay damages. The Court of Appeal restricted liquidated damages to completed work and applied the cap: [2019] EWCA Civ 230.

FINAL APPEAL DECISION

The Supreme Court restored the availability of liquidated damages up to termination for unfinished work; its majority also interpreted the negligence exception to include contractual negligence.

THE TURNING POINT

The interaction of termination, delay wording and cap exceptions changed the outcome. Two justices dissented on the negligence issue.

THE COST

The judgment records substantial damages; no damages amount is presented as litigation cost.

THE PEACE PLAYBOOK

Playbooks 18 and 21: preserve programme history and compare consequences before termination or escalation.

Business lesson: Read the remedy and liability clauses together, including the unfinished-project scenario.

Peace principle: Keep options visible before termination.

Limit: A software case decided on its wording under English law, not a universal construction liquidated-damages formula. [S05]

Before commitment, ask how the contract treats work completed late, work never completed and replacement delivery after termination. A plain-language scenario review can expose ambiguity without pretending to settle its legal interpretation.

Mount Bruce Mining Pty Ltd v Wright Prospecting Pty Ltd

[2015] HCA 37 • High Court of Australia • 14 October 2015

THE WAR

A long-running royalty agreement raised questions about the covered area and entities deriving title through or under the original party.

THE EVIDENCE

Defined terms, incorporated agreements, a map and transaction context mattered.

FIRST DECISION AND INTERMEDIATE APPEAL

The NSW Supreme Court upheld the royalty claim. The Court of Appeal partly reversed concerning Channar A: [2014] NSWCA 323.

FINAL APPEAL DECISION

The High Court dismissed Mount Bruce's appeal and allowed the royalty parties' appeal and cross-appeal, restoring the trial result on that issue.

THE TURNING POINT

The agreement's text and context did not require the narrow, unbroken title chain adopted below.

THE COST

Successive court proceedings are documented. No estimate of professional fees is asserted.

THE PEACE PLAYBOOK

Playbooks 16 and 26: retain definitions, schedules, maps and the complete controlled execution set.

Business lesson: Defined terms and incorporated documents deserve the same attention as headline economics.

Peace principle: Make the bargain inspectable.

Limit: A royalty case with its own factual history; the Court did not resolve every broader debate about using surrounding circumstances. [S06]

For a long-lived agreement, maintain the material needed to understand its boundaries after the original negotiators leave. Do not assume a familiar phrase has the same effect in another contract, statute or transaction.

Crossrail: when the plan stops describing reality

THE WAR

The NAO's 2019 review examined how Crossrail reached a late announcement that its planned opening could not be achieved. This is a delivery-governance example, not a claim that every difficulty was a commercial dispute [S07].

THE EVIDENCE

The review identified several contributing features: a compressed schedule, the contractual model, weakened cost pressure and the absence of a realistic plan. These findings concern the period covered by the report, principally 2015 to March 2019.

THE TURNING POINT

The management lesson is TEMRIK's inference: a deadline can become an identity to defend rather than an assumption to test. A reporting system needs a route for contradictory evidence to change the forecast.

THE COST

The report records an increase in funding to £17.6 billion in December 2018, £2.8 billion above the 2010 funding level. This is a programme funding comparison, not a quantified cost of conflict or a current project-cost statement.

THE PEACE PLAYBOOK

Use Playbooks 02, 06 and 18 together. Ask for evidence behind milestone confidence, unfinished dependencies and the last useful intervention date. A warning should result in a decision, not simply a new colour on a dashboard.

APPLY IT LOCALLY

Take the date your team is least willing to question. Ask which three facts would make it unachievable. Then locate those facts in the current record. If nobody can describe what would falsify the forecast, the forecast is not yet an inspectable management tool.

Keep the original forecast when it changes. That history allows the business to learn whether the problem was a new event, a missing dependency or an assumption that remained untested too long.

Carillion: the dependency extends beyond the contract

THE WAR

Carillion's liquidation in January 2018 exposed the continuity implications of dependence on a major supplier. The NAO examined the UK government's preparation and response, not the conduct of Carillion's directors or advisers [S08].

THE EVIDENCE

The report describes monitoring of the strategic supplier, contingency planning and the response to its request for support. This supports examining supplier sustainability and continuity across contracts.

THE TURNING POINT

TEMRIK's inference is that a contract register alone does not reveal concentration. Several individually manageable contracts may depend on the same provider, specialist team, system or funding source.

THE COST

Service-continuity work and liquidation are documented. This guide does not assign an aggregate failure cost or infer that disputes caused the insolvency.

THE PEACE PLAYBOOK

Use Playbook 22 to map dependency, replacement lead time and authorised contingency. Include access to records, transition rights and the practical capacity of any alternative provider.

APPLY IT LOCALLY

Ask what would happen if your most important supplier stopped tomorrow. Do you have the current drawings, configuration, keys, licences, warranties and contact history needed to continue? Which items are actually yours to access or transfer? Which require another party's consent?

Do not confuse contingency planning with a decision to terminate. The latter has contractual and legal consequences. The former provides decision-makers with an honest picture of their options before the options are needed.

There is no single price of distrust

A CREDIBLE FIGURE WITH A BOUNDARY

Acas reported a modelled annual cost of workplace conflict to UK employers of £28.5 billion in 2021, using inputs from before the March 2020 pandemic lockdown. The model includes employment-related effects such as departures, absence and time devoted to resolution [S11].

It is not an Australian construction estimate, a litigation-only figure, or proof that all of that cost is avoidable. It should not be scaled by population to manufacture a local claim.

FOUR QUANTITIES THAT MUST STAY SEPARATE

Claim value is the amount asserted. Project loss is the underlying economic damage. Process cost is what the parties spend dealing with the issue. Cash timing is when money leaves or arrives. They interact, but they are not interchangeable.

A €26.25 million remedial-work figure in MT Højgaard is a repair cost, not a measure of lawyers' fees [S02]. A funding increase in Crossrail is not a "distrust tax" [S07]. These distinctions protect the argument from impressive but misleading numbers.

BUILD YOUR OWN OBSERVABLE BASELINE

For a month, record external advice costs, management hours, duplicated administration, rework supported by a causal record and financing cost linked to withheld cash. State the rate used for internal time. Record whether it is additional cash expenditure or an opportunity-cost proxy.

Do not add lost revenue and lost margin for the same event. Do not count a payment transfer between counterparties as though it were new economic destruction. Record reputational and relationship effects descriptively unless there is a defensible basis for valuation.

A decision table, not a prediction

ILLUSTRATIVE ASSUMPTIONS ONLY

Consider a claimant comparing settlement now with continued proceedings. All figures below are invented AUD examples excluding tax, discounting and any unrelated project losses. They are not forecasts, legal advice or suggested settlement amounts. No probabilities are assigned.

Route	Receipt	External cost + time proxy	Net
Settle now	\$120,000	\$8,000 + \$6,000 (40h)	\$106,000
Proceed: lower recovery	\$80,000	\$55,000 + \$30,000 (200h)	-\$5,000
Proceed: higher recovery	\$200,000	\$55,000 + \$30,000 (200h)	\$115,000
Proceed: no recovery + adverse cost	\$0	\$90,000 + \$30,000 (200h)	-\$120,000

READ THE ASSUMPTIONS

Net equals receipt less future external cost less the time proxy. The last row assumes \$55,000 own external costs plus \$35,000 adverse costs. The table assumes actual collection of the stated receipt; a separate collectability scenario is required. Management time is valued for comparison and is not necessarily incremental payroll.

If the higher-recovery row requires a year of waiting, compare the cash timing separately. If the work relationship continues, examine delivery consequences too. Do not add an arbitrary “relationship value” just to make the preferred route win.

AI as an evidence assistant

DESIGN THE BOUNDARY FIRST

The AI's approved role is reading, organising, comparing, retrieving, summarising, drafting and monitoring. NIST's generative-AI profile identifies risks including confident false outputs and information-integrity failures [S16]. A cited answer is useful only if the cited source actually supports it.

This edition proposes controls; it does not assert that a particular TEMRIK deployment already implements them. Capabilities, integrations and professional-review arrangements must be confirmed during implementation.

FOUR LABELLED OUTPUTS

SOURCE FACT: what the linked record actually says, with date, version and locator.

INTERPRETATION: what the assistant thinks it may mean, with alternatives.

ASSUMPTION: what has not been established and needs confirmation.

SUGGESTED ACTION: a proposed next step, its owner and the approval required.

A HUMAN APPROVAL GATE

A draft becomes externally effective only after an authorised person reviews the source, content, recipient and method of issue. Contractual notices, payment commitments, admissions, settlement offers and changes to work need explicit approval appropriate to their consequence.

Separate the permission to read from the permission to act. A user who can search a contract must not thereby acquire authority to amend it. A retrieved document may contain malicious or irrelevant instructions; treat its text as material to analyse, not a command to execute.

FAILURE BEHAVIOUR

When access fails, a source is missing or a deadline is uncertain, show the limitation and route to a person. Never silently substitute a generic clause or invent a missing date. Keep a manual route so a tool outage does not stop an urgent obligation.

Find your five sources of avoidable conflict

PURPOSE

The TEMRIK Peace Audit is a facilitated diagnostic, not a score, certification or prediction. It identifies observable conditions that could create avoidable conflict and turns the five most consequential findings into owned actions. An urgent safety, regulatory, solvency or legal issue is referred immediately rather than waiting for the audit to finish.

CHOOSE THE BOUNDARY

Name the business unit, project and review period. Include an operations representative, commercial lead and someone responsible for records. Add finance, design or other specialists where the work requires them. Record what the audit cannot access.

As a starting sample, examine three live contracts, five recent changes, two payment cycles, two meeting records and the oldest open decisions. This is a suggested operational sample, not a statistically representative design. Expand where a finding requires it; do not generalise beyond what was inspected.

USE EVIDENCE STATES

VERIFIED: the sampled record supports the condition.

CONTRADICTED: sources disagree and the conflict remains unresolved.

NOT FOUND: the required evidence was not located within the stated search boundary.

NOT APPLICABLE: a named reviewer has recorded why the check does not apply.

CHOOSE PRIORITIES WITHOUT FAKE PRECISION

Prioritise immediate obligations and potentially irreversible harm first. Then consider cash, programme, people and dependency effects, the available intervention window and confidence in the evidence. Explain the judgement in words. Do not multiply subjective scores to create an apparently scientific ranking.

A finding may reveal a necessary dispute rather than a preventable one. Record that distinction and choose a proportionate response.

The evidence questions: agreement and delivery

Domain	Question to test	Evidence to inspect	PB
Contract alignment	Are the operative documents and accepted risks clear?	Execution set and exceptions	26
Scope clarity	Can changed work be distinguished from the baseline?	Scope and revisions	23
Decision recording	Does each consequential decision have authority and an owner?	Minutes and approvals	19
Evidence completeness	Which required records are missing?	Gap register and source index	26
Programme visibility	Are dependencies and decision windows visible?	Baseline and updates	18
Commercial alignment	Do incentives support the shared result?	Milestones and measures	20
Payment clarity	Can each claimed or withheld amount be explained?	Claims, responses and evidence	04

READING THE SAMPLE

A verified answer requires a recent example, its source and a reviewer. Record exceptions as findings rather than forcing a yes/no result. These first seven domains examine the bargain and the work required to deliver it.

The evidence questions: coordination and warning

Domain	Question to test	Evidence to inspect	PB
Stakeholder alignment	Are constraints verified with the affected parties?	Alignment map	01
Knowledge concentration	Can a deputy retrieve the live position?	Handover retrieval test	09
Unresolved actions	Are old actions owned and consequence-ranked?	Action queue	06
Dispute signals	Are repeated issues receiving a suitable response?	Chronology and routing record	08
Approval delays	Will a decision arrive before options expire?	Warning brief	06
Information fragmentation	Can the current position be traced across systems?	Version and contradiction register	26

HOW TO ASK

Ask people to show a recent example. A policy saying that something should happen is not evidence that it happened. Conversely, a missing entry in one system does not prove that nobody acted. Record the search boundary and seek the source before assigning blame.

FOLLOW THE CONNECTION

When several domains point to the same underlying gap, create one coordinated finding with linked evidence. A missing design decision may affect scope, programme and payment; three disconnected actions could recreate the same silo problem the audit is intended to reveal.

The five-finding output

REQUIRED FIELDS

Each finding contains SIGNAL, EVIDENCE, CONSEQUENCE, PEACE PLAYBOOK, OWNER and NEXT ACTION. Add the review date, uncertainty, priority rationale and closure test. An action is complete when the closure evidence exists, not when its status turns green.

WORKED FINDING: ILLUSTRATIVE ONLY

SIGNAL: three recent design changes have no recorded commercial disposition.

EVIDENCE: revisions C, D and E are in the sampled drawing register; the variation register contains no linked entry. This proves a register gap, not that no instruction exists elsewhere.

CONSEQUENCE: procurement may proceed against an unpriced or unapproved change; the actual exposure is still to be assessed.

PEACE PLAYBOOK: 23, Scope and responsibility change control, supported by 26, Contract and evidence completeness.

OWNER: the nominated commercial manager, with the design lead responsible for the revision history.

NEXT ACTION: locate the instruction trail, check applicable notice requirements and obtain an authorised disposition before the next irreversible order.

CLOSURE TEST: each revision has a linked instruction or a recorded unresolved status, a responsible reviewer and a dated next step.

NO FORCED FIFTH ITEM

Return the five most useful findings supported by the sample. If only three are supported, report three and explain the coverage limit. Do not invent findings to fill the template. If more than five need urgent attention, retain the full exception list and explain which matters require immediate parallel action.

Your working sheet

FINDING 1

Signal / evidence / consequence / playbook / owner / next action

FINDING 2

Signal / evidence / consequence / playbook / owner / next action

FINDING 3

Signal / evidence / consequence / playbook / owner / next action

FINDING 4

Signal / evidence / consequence / playbook / owner / next action

FINDING 5

Signal / evidence / consequence / playbook / owner / next action

CLOSE THE LOOP

Set the first review while the audit participants are still together. Ask what changed, what evidence now exists and whether any new issue has become more urgent. Keep unresolved findings visible. Do not repeatedly audit the same missing document without changing who must act or how the work enters the system.

THE NEXT THIRTY MINUTES

Choose one project. Identify the oldest unresolved variation, the most repeated meeting action and the next decision with a hard consequence. Trace each to its source. Give the most consequential gap one owner and one next action. That is a useful beginning, even before a single workflow is automated.

The objective is not to win more wars. It is to need fewer of them.

WHAT TO CARRY BACK TO WORK

You do not need to remove every disagreement. You need to remove the ambiguity that makes disagreement unmanageable. The uncertain instruction, the missing approval and the undocumented decision are not inevitable features of commercial life. They are conditions you can investigate and often improve.

A good playbook does not promise harmony. It makes responsibility visible, preserves evidence and provides a route when something goes wrong. It helps people distinguish a difficult fact from an unsupported accusation, and a necessary escalation from a reflex.

RUN THE TEMRIK PEACE AUDIT

Find the conflict before the conflict finds you.

Use the audit in this guide to identify your five biggest sources of avoidable conflict. Start with evidence. Choose a playbook. Assign an owner. Complete the next action. Then measure whether the process made the work clearer and the decision easier.

Peace is not the absence of a firm position. It is the ability to hold one without abandoning the facts, the process or the people who must deliver the work.

TEMRIK

Built for teams that actually build.

Sources & reading notes

S01 / JUDGMENT

Mann v Paterson Constructions Pty Ltd [2019] HCA 32

High Court of Australia, 9 October 2019

Orders; [1]-[4], [150]-[161], [205]-[222]. Domestic building variations and restitution; historical Victorian law.

Open source / original record ↗

S02 / JUDGMENT

MT Højgaard A/S v E.ON Climate & Renewables UK Robin Rigg East Ltd [2017] UKSC 59

UK Supreme Court, 3 August 2017

[21]-[26], [30]-[44], [54]. Technical requirements and design obligations.

Open source / original record ↗

S03 / JUDGMENT

Rock Advertising Ltd v MWB Business Exchange Centres Ltd [2018] UKSC 24

UK Supreme Court, 16 May 2018

[2]-[5], [10]-[18]. Formal variation requirements; limited estoppel discussion. English law.

Open source / original record ↗

S04 / JUDGMENT

Probuild Constructions (Aust) Pty Ltd v Shade Systems Pty Ltd [2018] HCA 4

High Court of Australia, 14 February 2018

[19]-[26], [29]-[30], [53]-[55]. Non-jurisdictional error review under the NSW scheme considered.

Open source / original record ↗

S05 / JUDGMENT

Triple Point Technology Inc v PTT Public Company Ltd [2021] UKSC 29

UK Supreme Court, 16 July 2021

[19]-[24], [35], [64], [122]-[125]. Delay damages, termination and liability cap; majority and partial dissent.

Open source / original record ↗

Accessed 24 September 2026. Source IDs in the text link directly to these records. Historical decisions are not a substitute for current professional advice.

Sources & reading notes

S06 / JUDGMENT

Mount Bruce Mining Pty Ltd v Wright Prospecting Pty Ltd [2015] HCA 37

High Court of Australia, 14 October 2015

Orders; [1]-[7], [46]-[52], [81]-[82], [120]. Contextual interpretation of royalty terms.

[Open source / original record ↗](#)

S07 / PUBLIC AUDIT

Completing Crossrail

UK National Audit Office, 3 May 2019

Report conclusions and background. Historical account to March 2019, not current project status.

[Open source / original record ↗](#)

S08 / PUBLIC AUDIT

Investigation into the government's handling of the collapse of Carillion

UK National Audit Office, 7 June 2018

Background and scope. Government preparation and response, not a finding on directors' conduct.

[Open source / original record ↗](#)

S09 / GOVERNMENT RESEARCH

Public Infrastructure: Inquiry Report

Productivity Commission, released 14 July 2014

Key points; Volume 1 chapter 3; Volume 2 chapter 12. Procurement and risk allocation.

[Open source / original record ↗](#)

S10 / GOVERNMENT GUIDANCE

The Construction Playbook

UK Cabinet Office, September 2022 edition; landing page updated 11 July 2023

Public works procurement framework. Referenced as institutional practice, not Australian law.

[Open source / original record ↗](#)

Accessed 24 September 2026. Source IDs in the text link directly to these records. Historical decisions are not a substitute for current professional advice.

Sources & reading notes

S11 / COMMISSIONING-BODY RESEARCH SUMMARY

Workplace conflict: estimating the cost to employers

Acas, Catriona Smith, 11 May 2021

Explains Saundry and Urwin cost study, pre-March-2020 inputs, UK employer scope. £28.5bn annual model estimate.

[Open source / original record ↗](#)

S12 / ACADEMIC RESEARCH

Psychological Safety and Learning Behavior in Work Teams

Amy Edmondson, 1999, Administrative Science Quarterly 44(2), 350-383

Repository abstract; field study of 51 manufacturing teams. Association, not universal causal proof. DOI 10.2307/2666999.

[Open source / original record ↗](#)

S13 / ACADEMIC RESEARCH

Explaining Bargaining Impasse: The Role of Self-Serving Biases

Linda Babcock and George Loewenstein, 1997, Journal of Economic Perspectives 11(1), 109-126

Publisher abstract and citation. Experimental and field evidence on selective evaluation and impasse.

[Open source / original record ↗](#)

S14 / ACADEMIC RESEARCH

Theory of the Firm: Managerial Behavior, Agency Costs and Ownership Structure

Michael C. Jensen and William H. Meckling, 1976, Journal of Financial Economics 3, 305-360

Section 1.4: principal-agent relationship and agency costs. Theory, not a project-dispute prevalence estimate.

[Open source / original record ↗](#)

S15 / INSTITUTIONAL LITERATURE COMMENTARY

Principled Negotiation: Focus on Interests to Create Value

Harvard Law School Program on Negotiation, Katie Shonk, 30 June 2026

Institutional account of Fisher, Ury and Patton, Getting to Yes. Interests, options and objective criteria.

[Open source / original record ↗](#)

Accessed 24 September 2026. Source IDs in the text link directly to these records. Historical decisions are not a substitute for current professional advice.

Sources & reading notes

S16 / GOVERNMENT TECHNICAL GUIDANCE

Artificial Intelligence Risk Management Framework: Generative Artificial Intelligence Profile

NIST AI 600-1, July 2024

Sections 2 and 3: confabulation, information integrity and governance. No claim of product certification.

[Open source / original record ↗](#)

S17 / REGULATOR GUIDANCE

Security of payment

Building Commission NSW, accessed 24 September 2026

Progress-payment purpose and distinct statutory procedures. No universal deadline table reproduced.

[Open source / original record ↗](#)

S18 / INDUSTRY COMMENTARY

Disputes in the digital age

Arcadis, Benjamin Eiss, 2024

Industry commentary on unclear documents and poor data coding; no report-wide numerical estimate used.

[Open source / original record ↗](#)

S19 / SOURCE ARTICLE

Machiavelli's Rules of War

War on the Rocks staff, 27 December 2016

Requested starting article; numbering of 27 rules. Wording checked against Book Seven, rather than copied as the translation authority.

[Open source / original record ↗](#)

S20 / PUBLIC AUDIT GUIDANCE

Contract management: Managing the commercial lifecycle

UK National Audit Office, guidance accessed 24 September 2026

Lifecycle definition and guidance scope. Procurement through termination or transition.

[Open source / original record ↗](#)

Accessed 24 September 2026. Source IDs in the text link directly to these records. Historical decisions are not a substitute for current professional advice.

Sources & reading notes

S21 / PRIMARY HISTORICAL TEXT

Dell'arte della guerra, Libro settimo

Niccolò Machiavelli; historical Italian text, Wikisource transcription

General-rules passage beginning “Nè mi pare”; primary historical basis for all 27 paraphrases. Transcription is marked incomplete; the relevant rule passage is present.

Open source / original record ↗

S22 / HISTORICAL TRANSLATION

The Art of War, Book VII

The Works of Nicholas Machiavel, Volume 4; historical English text, Wikisource

General military rules near the conclusion. Cross-check of sequence and meaning, especially rules 4, 17 and 24.

Open source / original record ↗

S23 / GOVERNMENT MODEL GUIDANCE

Model Code of Practice: Construction Work

Safe Work Australia, November 2024

Consultation pp.14-18; training/supervision pp.39-42; workplace arrangements p.43. Model guidance: verify local adoption and current requirements.

Open source / original record ↗

S24 / REGULATOR GUIDANCE

Planning for construction work

UK Health and Safety Executive; accessed 24 September 2026

Pre-construction information, site constraints, methods, deliveries and coordination. Great Britain guidance, not Australian legal advice.

Open source / original record ↗

S25 / GOVERNMENT TECHNICAL GUIDANCE

Guidelines for system access

Australian Signals Directorate; accessed 24 September 2026

Access authorisation, authentication and account lifecycle. Security guidance, not proof of a construction dispute-prevention effect.

Open source / original record ↗

Accessed 24 September 2026. Source IDs in the text link directly to these records. Historical decisions are not a substitute for current professional advice.