



MODULE 01 – CONTRACTS

Part A – Contract Risk Assessment Form

Objective: Determine what risks are hidden in the two contracts given, and how it is potentially addressed by our agreement with the other contracting parties. Choose one contract that you believe is more favorable to the DPR project team and be able to explain your decision.

Procedure for how to fill out a “Owner Contract Risk Assessment” Form:

1. Review the contracts given to you.
2. Open a blank “Owner Contract Risk Assessment” Form.
3. Read the “Risk Description” portion of the Owner Contract Risk Assessment (OCRA).
4. Find the language in the contract which addresses the Risk Description.
5. Determine if the Risk Description answer is “Yes,” “No,” or “Other” and put an X in the appropriate box.
 - a. “Other” means it is either not applicable in the contract, the contract is silent on the issue, or the answer is something other than a clear Yes or No.
6. Under the “Contract Reference: column, write in the source section number in which the answer to the “Risk Description” can be found in the contract.
 - a. For example, if Section 4.1.5.6 is the contract location which speaks to the Risk Description, write, “4.1.5.6” in the Contract Reference Section.
7. In the comment box, explain in 1-2 sentences what the contract states with regards to the risk description. By filling this in, it will help you remember how the contract reads in case your DPR executive asks you questions about that item and it will help us understand your thoughts behind the Yes/No/Other answers. All comment boxes must be filled out.
8. Perform Steps 3-7 for all rows on the “Owner Contract Risk Assessment” Document.
9. After you have completed the OCRA forms, use it to help answer the Risk Assessment Questionnaire (Part B).

Part B - Questionnaire

Objective: Showcase the teams understanding of contract risk evaluation through the contract selection process and answering the questions below.

Method: Review the completed OCRA forms and answer the following questions on your own template.

Questions:

1. Given the risks for DPR posed by the two contracts, explain the level of fairness and general thoughts these contracts presented to the team. Make your case for the contract you selected.



2. Based upon your assessment, what were the 4 primary reasons the selected contract is more favorable to DPR?
3. What are the 4 biggest drawbacks/risks that DPR needs to effectively minimize throughout the project?
4. If DPR was able to negotiate 3 items from the contract with the Owner:
 - a. Which items would they be?
 - b. Why those?
 - c. Propose new language that you would like to see in its place.
 - d. For each, how would you propose this to the Owner to get their buy-in?
5. Explain if the DPR project team will be incorporating additional language in the trade partners contracts as a result of the risk presented in this contract. If so, list 3 items that would be incorporated in their contract.
6. Assuming that the above risks were not able to be mitigated during contract negotiations with the owner or during buyout, how would you mitigate through your project approach?
7. Name 2 critical risks in the contract that was not selected. If these clauses were to be removed from the contract, would this affect your decision? Why or why not?
8. [Open ended] Please state and explain all assumptions you had to make during the review of the selected contract and during the questionnaire.

Required Deliverables:

1. (2) OCRA forms should be filled out and turned in for the owner contracts you have received as a PDF and Excel Spreadsheet file (submitted via Box)
2. (1) questionnaire as a Word document (submitted via Box)