

Contract Administration: What documentation and when?

Michael Conroy

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Introduction

- General duties of a Certifier
- Terms of reference
- Key milestones for the Contract Administrator
- Responsibilities of the Contract Administrator Generally
- Specific responsibilities of the Contract Administrator under JCT/SBCC standard building contract terms
- Practice points



General duties of a Certifier

- Decision maker
- To act fairly and impartially
- To retain independence
- Liability to employer and contractor

Terms of reference

- Professional Appointment – what should be in a schedule of services?
- Build Contract – standard conditions of contract but note schedules of amendments
- Other Professionals – their roles and appointments
- Client considerations

Key milestones for the Contract Administrator

- Pre-commencement
- Date of possession
- Sections: Dates for Completion
- Completion Date
- Interim payment due dates
- Practical Completion
- Making Good
- Final Certificate

Responsibilities of the Contract Administrator Generally

- Time – fixing of Completion Date
- Money – certification of payments
- Quality – Practical Completion Certificate and Certificate of Making Good

Specific responsibilities under JCT/SBCC standard building contract terms

- Section 2 – Carrying out the Works
- Section 3 – Control of the Works
- Section 4 - Payment

Section 2 – Carrying out the Works

- CDP integration with whole design – CA direction to be complied with (Clause 2.2)
- Materials – CA consent and reasonable satisfaction (Clause 2.3)
- Supply of documents – Contract Drawings, etc (Clause 2.8)
- Construction information for CDM and Contractor's master programme (Clause 2.9)
- Contractor's Design Documents – design submission procedure (Clause 2.9.5)
- Levels and setting out – Information Release Schedule (Clauses 2.10 and 2.11)

Section 2 – carrying out the works

- Further drawings, details and instructions (Clause 2.12)
- Discrepancies (Clauses 2.15 and 2.16)
- Divergences from statutory compliance and emergency compliance (Clauses 2.17 and 2.18)
- Unfixed materials and goods (Clause 2.24)
- Adjustment of Completion Date (Clauses 2.26 to Clause 2.29)
- Practical Completion and certificates (Clause 2.30)
- Non-Completion Certificates (Clause 2.31)
- Partial possession by Employer (Clause 2.33)
- Defects and Certificate of Making Good (Clauses 2.38 and 2.39)

Section 3 – Control of the Works

- Access (Clause 3.1)
- Clerk of Works (Clause 3.4)
- Replacement Contract Administrator (Clause 3.5)
- Sub-contracting (Clause 3.7)
- Instructions – variations, postponement, provisional sums, tests, work not in accordance with contract, exclusion of persons, antiquities (Clauses 3.10 to 3.22)

Section 4 – Payment

- Interim payments and certificates (Clauses 4.9 to 4.12)
- Pay less notices (Clause 4.13)
- Contractor's right to suspend (Clause 4.14)
- Final Certificate and final payment (Clause 4.15)
- Loss and expense (Clauses 4.23 to 4.26)

Practice Points

- Information from Employer
- Information from Contractor
- Valuation dates
- Site Meetings and inspections
- Instructions
- Records to be kept

Contact details

Michael Conroy

Partner

t: +44 (0)141 227 9316

e: michael.conroy@harpermacleod.co.uk

