

## Top Ten Construction Contract Administration Best Practices

### *Questions + Answers from the Webinar*

**Q:** It would be helpful to have/see a typical agenda for a pre-bid and a pre-construction conference. Are these defined in AIA agreements?

**A:** I am not sure if these are noted within AIA agreements. I would suggest contacting the Contract Documents folks at AIA to inquire. They are at <http://www.aia.org/contractdocs/index.htm>

**The Construction Specifications Institute (CSI) has as a portion of its Construction Contract Administration Practice Guide a format for a pre-construction conference; noted in Chapter 13.**

**Q:** Would you hold on work if your invoices are not being paid in a timely fashion?

**A:** You must be very cautious about withholding services/deliverables. First...ALWAYS follow what your contract requires. Second, call your liability insurance carrier and discuss it. Next, try to develop an understanding of what is at issue. It may be something simple to address.

**Q:** How did you fix that stair mistake?

**A:** The GC completely removed them and replaced them. Truth is he was so embarrassed he had done that once he really looked at the documents we never had to discuss it.

**Q:** How do you feel about a partnering agreement at the beginning of a project under CA?

**A:** I love partnering. I love partnering agreements “per project” at the beginning. I really love it when they give the architect some responsibility and the document has “teeth” in it. I would be cautious about “template” partnering agreements. They can often give away too much authority and decision making opportunity.

**Q:** Have you ever experienced hostility from the contractor for bringing marginal work to the attention of the owner? How would you avoid/ handle situations like this?

**A:** Yes. I find it better to have those side discussions in private. I try to point out issues quickly and with the party who has done the unacceptable work. It needs to be very clear and very direct...this is not acceptable and must be redone/removed/replaced/etc...it should not be condescending. BUT....it also needs to be documented as “rejected as non-conforming work” immediately. If you can set up the GC to be able to say in front of the owner “it’s taken care of” that helps make it an easier pill to swallow.

**Q:** So what we are saying is document, document, document. Correct?

**A:** RIGHT ON!!!! ALWAYS!!!!

**Q:** What do you do when a client sends in their own staff (not a design professional or contractor), to oversee CA? How do you tell them that is the WORST idea ever...without making them embarrassed?

**A:** That's a tough one. I try to make the best of it. If you can establish a personal relationship with that individual...and "take them under your wing" so to speak...then they may become an advocate on your behalf. Help them see by your action that you care and genuinely want to help. Don't point out what they don't know...help them know more. Also I try to educate them...show them in detail what CA really is...and give examples of how having me there is the right thing...using comparisons of "selecting the right doctor for the right surgery" kind of example...podiatrist for foot surgery...not brain surgery" kind of thing.

**Q:** Do you have any advice for an intern architect (finishing IDP), who is NOW responsible for 90 percent of everything that transpires within a small firm? "No one steps up within the office.

**A:** Be careful. Don't be afraid to say "this one is over my head. I MUST have backup. Your firm depends on the right answers to this one". You are getting amazing experience so that is great. But...I see this happen frequently. See if you can create a "users group" in your area...some other folks may be in your same shoes. Talking it out helps every single issue.

**Q:** What does one do when the client overrides your suggested actions during CA services?

**A:** If it isn't over a life safety or code requirement issue, it may be OK. If you can let them have that kind of involvement and it really isn't a big deal...maybe you should consider accepting the action. But, if it is related to life safety or codes....document it immediately. Be sure they understand in writing that they just absolved you of any liability in your opinion. Copy your liability insurance carrier. I'd also thank them for doing so. That should keep it to a minimum from then on.

**Q:** Who normally provides the punch list?

**A:** The GC should produce the list first. She/he should then provide a copy to you. Once it is completed, they should give you a copy of their marked up version and let you know it is time for you to produce your list. This process would then make any list you complied very brief.

**This NEVER happens. It is what should and what is contracted...but hardly ever is it done. I try to make it happen on every job. I am not giving up yet!**

**Q:** How do you feel about a partnering agreement with a license architect and intern architect?

**A:** It depends on what the subject of the agreement is. It might be a great document...especially if it uses the IDP guidelines as a basis of partnering. That would provide very clear descriptions for both parties.



**Q:** Do you think the lack of the Architect being more responsible with their documents and costs led to CM'S?

**A:** OH YES. My personal opinion is we ran from an aversion to risk. We are typically afraid to say we need more money, can't meet a schedule, messed up, that something was our mistake, that we missed something, that the owner just can't have what they want...We just will not say "no" when often we know it is the right answer. We set up the CM so perfectly...they were able to not only get our share of project management...they got the contractors too. All they needed was a builder's license; which are not that difficult to get.