The Contract Administrator will carry out the duties of the Contract Administrator, as defined in the contract, in administering the contract. The Contract Administrator shall be a specified person for the purposes of section 4(1) of the Construction Contracts Act 2013.

Stage 4 – Construction

Issue directions to resolve any inconsistencies that may arise within the contract documents.

The Contract Administrator is to issue instructions on any matter connected with the works up to the end date of the Defects Liability Period.

Clarify the terms of appointment for each member of the Professional Team, defining clearly the relevant duties and roles.

Confirm that the level of professional indemnity insurance to be provided by each member of the Professional Team is in accordance with the recommendations of the Employer's insurance advisers.

Agree and examine performance bonds, collateral warranties and guarantees in favour of the Employer.

Advise the Employer generally on project insurance requirements.

Brief the Contractors on their duties, the project and the roles of the other Project Team members.

Arrange with the Employer for possession of the site to be given on the due date.

Check that all Statutory approvals and requirements are in order and satisfied in advance of commencement, including Planning Consents, Pre Commencement Conditions, BCAR, Fire, DAC.

Co-ordinate, chair and minute fortnightly progress meetings with the main contractor(s), their Design Team, Technical Monitor & the Employer. and attend site on a monthly basis to monitor the progress of works. Ensure tracking of actions.

Chair monthly meetings with the Technical Monitor & Employer. Ensure tracking of actions.

Attend meetings with the key stakeholders, including Uisce Eireann, Irish Rail & Local County Council.

Attend all site meetings and site walks.

Ensure Developer submits and updates a detailed construction programme, to include detailed design. Review, approve/reject updates as necessary. Monitor against design development, site progress and resources, and keep the Employer informed.

Review programme against Preliminary Inspection Plan, ensuring coordination.

Advise the Employer on expected completion. Where there is a risk of delay to completion, advise on any programme and sequence of work implications. Discuss mitigation strategies where necessary.

Advise the Employer on Project utility requirements.

Establish and maintain communication systems so that any required instructions are issued at the proper time. In conjunction with the Quantity Surveyor/Cost Monitor, advise the Employer on the cost and programme implications of any proposed changes to the Employer's Requirements in accordance with an agreed change management system.

Prepare monthly progress reports for the Employer in an agreed format to include the following:

- Health and safety
- Design Progress
- Construction Progress
- Sub-contractor Appointments
- Collateral Warranty Execution
- Financial Statement
- Forecast Final Account

All instructions are to be issued in writing by the Contract Administrator for the duration of the contract.

Administer the payment process as described in the building contract and issue certificate which shall be the response for the purposes of the Construction Contracts Act 2013.

Where certified amount differs from claim, provide written explanation of the difference to the Developer/Contractor. All necessary inspections and approvals of materials, or other elements of the works are to be undertaken in advance of issue of certificate.

If the amount certified differs from the progress statement and the payment application submitted by the Contractor, if requested, give the Contractor an explanation of the difference.

Before including any unfixed materials or goods in an interim certificate, determine whether a vesting certificate is required and coordinate execution of same.

Monitor cost forecasts, contract sums, and variations.

Request cost and time impact of any variation proposed by the Employer, providing sufficient details of the proposed variation to enable investigation by the Developer/Contractor.

Liaise with the Employer to review and agree on any Developer/Contractor requested variations including associated time and cost impact.

Liaise with the Employer to review the benefit, cost and programme implications of any Value Engineering opportunities proposed by the Contactor / Developer. Accept or reject Proposals.

Where applicable, instruct the Contractor/ Developer by way of variation in relation to the omission or reduction of any part of the works.

Make fair and reasonable decisions on extension of time requests from Developer/Contractor.

Make determination in respect of any claims made by the contractor during the works and provide timely responses to same.

Instruct on any suspension of works.

Assist in obtaining statutory and other licences necessary for the occupation/use of the project.

Advise the Employer on arrangements for handover of the project, and on the logistics of taking possession of the project.

Co-ordination of the project handover stage.

Liaise with appointed third-party representatives following the commissioning of Fire Safety Systems and Lift Systems to:
Coordinate and facilitate a pre-handover inspection of such systems, as required for the third-party representative to assume responsibility for ongoing management and maintenance.
Provide all necessary documentation, reports, and access to assist the third-party representatives in verifying system compliance, functionality, and handover requirements.

Stage 5 – Handover and Defects Liability Period

Undertake comprehensive pre-Practical Completion inspection. Prepare and manage schedules listing any outstanding, incomplete or defective works.

Oversee snagging and defects rectification process as required, confirm and report progress to Employer on ongoing basis.

Attend asset management strategy workshops with Employer, Contractor and other design consultants as required.

Prior to issue of a Certificate of Practical Completion for the Works request from the Developer/Contractor, information and documents for the Safety File and evidence and details of the Certificate of Compliance on

Completion has been included on the register and all relevant Opinions on Compliance.

Monitor the preparation, submission and acceptance of the Safety, Health, and Welfare at Work (Construction) Regulations 2013 and Safety File, as built drawings, operating and maintenance manuals, maintenance agreements and guarantees.

Advise Employer on in relation to the application of liquidated damages.

Make a determination on and issue Certificate of Practical Completion.

Oversee and confirm the agreement of final accounts with the Consultant Team and Contractors, report to the Employer.

Communicate all reported defects to and follow up until resolution, making written instruction to the Developer/Contractor where appropriate.

Carry out end-of-defects inspections; confirm rectification; issue the Final Certificate in accordance with the building contract. Phasing may be required subject to project programme.

Where Developer fails to remedy, advise the Employer on exercising retention or third-party completion
One month before the end of the defects periods as set out in the construction contract(s), inspect the site and compile a list of defects and issue a schedule of defects/snags to the Employer for review if required, and issue to the Contractor to action.

Liaise with contractor for close out all outstanding claims under contract.

Coordinate inspection at the end of the defects period.

Make recommendation on further retention of monies.

Prepare final report for issue to Employer including lessons learned.

Administer retention period post Practical Completion including

Undertake final snagging of projects and close out of same to release final retention.
Liaise with specialist as necessary to resolve issues.

Final Account

After receipt of the Final Statement the Final Account must be agreed and the Employer's Representative shall issue to the Employer a Final Account Report including the Quantity Surveyor's Report. Timelines for this activity are to be agreed on a project-by-project basis.

The QS recommendation for payment of the adjusted Contract Sum must be detailed in this report with the following appendices:

The summary section only of the Draft Final Account.

Quantity Surveyor's Final Account Report.

Written Confirmation from the Project Supervisor Design Process and the Employer that the completed SafetyFile has been handed over to the Employer.

A copy of the Designers Opinions on compliance of the Works with Planning and Development Acts.

Copies of all guarantees provided for in the Contract Documents.