



Contract Compliance

Successful project performance depends on the legal and business relationship between the owner, prime contractor, subcontractors and suppliers as much as any other factor. Although the prime contractor is responsible for the satisfactory and timely completion of the project, much of the work is performed by subcontractors and suppliers. Chapter 8 of *Common Sense Construction Law* is a discussion of subcontract administration and dispute avoidance.

Changes are inevitable in any significant construction project. Projects are rarely built exactly as they were originally designed. A multitude of variables can generate the need for a modification. The “changes” clause in a construction contract allows one party to implement changes in the work while the project is being constructed. The use, dangers and documentation of contract changes is discussed in Chapter 9 of *Common Sense Construction Law*.

A common source of disputes between owners and contractors is the cost to remedy site conditions that are materially different from those contemplated at the time the contract was bid. Unanticipated site conditions often generate extra costs, and they can also substantially delay and disrupt the project. These delays usually occur at the front-end of the job which can have a greater over-all impact on the project. Responsibility for differing site conditions and the relief that is possible for unforeseen conditions is reviewed in Chapter 10 of *Common Sense Construction Law*.

Other chapters focus on what happens when construction costs escalate or schedule delays occur. Chapter 12 focuses on the third prong of the cost/schedule/quality trilogy by discussing three issues that relate to construction quality: (1) inspections, (2) acceptance and (3) warranties.

back to **Contract Performance**