

There are three phases to completing a path construction project, which are:

Phase 1. Snagging phase (pre-finish stage)

A week or two before the projects due to finish hold a snagging meeting to inspect the pathwork and site. This should preferably include your clients' site representative as well as the contractor (or principal contractor).

The purpose of the snagging meeting is to identify all outstanding works, or even extra works to be completed before the construction phase is finished. This is also the time to note any visible problems with the pathworks and wider site. For additional works, negotiate a price using existing bill of quantities rates if possible, rather than simply using the daywork rates.

Look for:

- Untidy verges along either side of the path
- Borrow pits not filled in or not landscaped over
- Rubbish not cleared up
- Track or wheel marks from plant on adjoining ground
- Roller marks on new path surface
- Landscaped verge edges higher than finished path surface
- Exposed base layer stone or geotextile sheet (if one was specified to be used) along path surface edges
- Any other signs that the works have not been completed to specification and/ or good practice.

This process is called 'writing a snagging list'.

On site, with the contractor (or principal contractor), agree a time scale for outstanding and snagging work, as well as any extras to be completed. Make sure full list of snagging items are agreed before issuing, making sure the contractor (or principal contractor) is aware that invoices will not be processed until the list of snaggings is signed off.

Phase 2. Practical completion phase (final finishing stage)

Once the contractor (or principal contractor) has completed all the agreed works a final site visit should be held on site. Measure and check all works, and agree everything has been completed to a satisfactory standard for signing off and handing over. If necessary, the contractor (or principal contractor) may need to finish off specific unsatisfactory works. It is important that all specified work is completed, and payments are not made until the work is actually done to a satisfactory standard. However, it is unfair to ask a contractor (or principal contractor) to do work that was not originally specified without their agreement.

The work should be signed off by issuing a practical completion certificate. This certificate is usually a simple checklist of various elements of work completed with final total quantities shown. The contractor (or principal contractor) and clients' site representative should sign it, as well as the client or the project manager. This forms a record of agreement if there are later problems. It should be noted that in contract law there is some ambiguity over the meaning of 'practical completion' and potential liabilities to rectify defects, so some care needs to be taken that all parties are in agreement.

The contractor (or principal contractor) can issue the invoice once all parties sign the practical completion certificate. Providing that it has been included in the terms and conditions of contract a retention sum, usually 3 - 5% of total contract price, is then held back by the client for a given period. This is known as the 'defects period'.

Phase 3. Final completion phase (defects period stage)

The defects period stage commences from the date the practical completion certificate was issued and is effectively a guarantee of workmanship. During the 'defects period', which is usually 6 months to 1 year depending on the scale of the project, any defects in the completed path or related feature work should be rectified by the contractor (or principal contractor). It is

important to note that defects in the design, which may also be highlighted in the first year of a path's use, are not covered by the defects retention. It covers things like surfacing breaking up due to insufficient compaction, Type 1 emerging through the whin dust surface, but not, for example, surface scouring if there was insufficient drainage specified - that is the clients fault and should have been resolved when pathworks were first carried out during construction phase.

At the end of the defects period, the client can hold another path inspection meeting on site with the contractor (or principal contractor) to view and make sure all defects have been dealt with to a satisfactory standard. If all the work has been carried out to the satisfaction of the client, the withheld retention sum with final certificate can be released for payment to the contractor (or principal contractor).

Final certificate

The final certificate is certification by the client that the fixed price contract has now been fully completed. It is issued at the end of the defects period and has the effect of releasing all remaining money due to the contractor (or principal contractor), including any retention sum.

Claims

Unforeseen circumstances often mean that extra works will be required to complete a path project. Ideally, the provisional items in the bill of quantities will cover all possible extra works. This means that prices are already agreed, and it is just a matter of verifying quantities.

If the contractor (or principal contractor) claims for extras not included in the bill of quantities, then it is essential to find out exactly what they are requesting, and why. If extra works are a result of the contractor (or principal contractor) not having allowed enough time to complete the work, or due to their own actions, then it is important that the contractor (or principal contractor) covers their own costs.

In the event of a claim, good recordkeeping of all works, such as site visit records are

invaluable. It is difficult for a contractor (or principal contractor) to claim for works when no one has a record of its completion.

Health and safety file

If your project will, or is expected to, involve more than one contractor working on site at any one time, a health and safety file must be produced for you as the client. This is a legal requirement under the Construction (Design and Management) Regulations 2015.

The health and safety file provides health and safety information about the constructed path and any other structures installed at same time on site, e.g. bridge. The file is a live document that informs those tasked to maintain the structures about remaining or unobvious health and safety risks. It is also of value to those who will dismantle, replace or upgrade the path and other structures in the future - as they will need to know about the risks.

The principal designer starts to develop and prepare the health and safety file during the pre-construction stage of project. If the principal designer is still involved through to end of project, they are responsible for finishing the file off, or updating original file if one already exists. If the principal designer is not involved, they must hand the part prepared file over to the principal contractor, who will finish it and pass it to the client for keeping.

The client, designer, principal contractor, and other designers or contractors if involved, will need to provide any relevant information such as 'as-built drawings' to the principal designer or principal contractor for the health and safety file.

The client, who retains the health and safety file, keeps it up to date and makes it available to those who need to know about remaining or unobvious health and safety risks, e.g. volunteers maintaining the path or a contractor replacing or upgrading the path surface, or other structures on it.

[<< Back to top](#)

