



## **PENRYN TOWN COUNCIL**

# **Contract Monitoring Procedures**

### **Introduction**

Often forgotten in the rush to enter into a contract is the process for ensuring that the contractor delivers what is specified for the price agreed in the contract, hence the need to consider this at pre-procurement and tendering stages. This is the stage where things can go wrong and where costs can increase if not managed carefully. The specification and terms and conditions of a contract should have a direct reference to who is responsible for doing what, when payments are triggered, what happens when it goes wrong and what standards/performance indicators the supplier must meet.

### **Pre-contract start**

1. Before the contract starts the Town Clerk, and where appropriate a Councillor(s), will meet with the supplier and reach a common understanding of the contract to ensure that there are no surprises later on.
2. A delivery plan, with dates, outcomes and owners of activity will be agreed and dates for regular meetings/updates will be set, relevant to the contract and the risks and opportunities associated with it.

### **Contract delivery phase**

3. Service contracts will require ongoing management and some degree of flexibility from both parties as the situation may evolve over a longer period of time. The Town Clerk will ensure that the contract continues to deliver to the standard needed to avoid disputes and a switch to adversarial behaviour.
4. The contract will include details of what is to be monitored, for example, number of times the service is used, number of complaints by residents, number of health and safety issues raised, and quality improvements logged.
5. The Town Clerk will hold regular contract meetings and take notes.
6. Any contract changes should be signed, and added to the signed service contract.

7. Short-term contracts such as minor works, installation of play equipment or street furniture will be scrutinised to ensure that health and safety matters are covered, the public is safe and the materials used are as specified.
8. Professionals such as a clerk of works or project manager experienced in delivery may be engaged with the agreement of the Town Council to ensure that large or complicated contracts are adequately managed.
9. The contract should have a built in period for snags to be reported.

### **Change control**

10. Contracts should include a clause that sets out how change will be managed and the resulting costs/savings.
11. All contract changes must be agreed in writing, and only by the persons named as responsible in the contract documents.

### **Contract end**

12. Copies will be kept of all relevant warranties/insurance relating to any goods/works contracts so that costs can be recovered if needed in the future.
13. Retention money will be built in to a works contract to cover the costs of any defects that arise when the contractors have left site.
14. Contracts should include the ability to levy a schedule of contra-charges, against any components of the contract that are not met.