

Example 3

RM : COMMERCIAL, CONTRACTUAL AND ADJUDICATION SERVICES PROVIDED TO THE MAIN CONTRACTOR

a. **Type of Project - Mixed Use Development**

The project consisted of the refurbishment and extension of existing office premises in city centre. Contract sum £4.5m. The contract was a traditional JCT form of contract with the Employer's (a developer) own team carrying out design.

b. **Description of Issues**

The main contractor had experienced substantial delays of approximately a year overall. Disputes arose about time and the application of liquidated damages. Disputes with several subcontractors arose over delays and the alleged lack of design information. RM represented the main contractor in 6 separate adjudications covering time and money.

c. **Entitlements or Liabilities**

An extension of time for the main contractor was established and claims were made. Liability for defective work became an issue and claims for approximately £1m. The developer could not ultimately meet his liabilities and Receivers were appointed.

d. **Assistance to the Main Contractor**

RM provided the main contractor with commercial, contractual and adjudication services. RM was able to successfully defend adjudications commenced by subcontractors and secured a favourable decision from the Adjudicator of an extension of time for part of the works of 21 out of the 25 weeks claimed.

Example 7

RM : ADJUDICATION SERVICES ON BEHALF OF A SPECIALIST SUBCONTRACTOR

a. **Type of Project – New Hotel Building**

The project consisted of a newly built hotel in Derby. The subcontract sum was £2.5 m and the terms and conditions were the main contractor's amended form of Dom/2.

b. **Description of Issues**

The specialist subcontractor (a steel worker) was on the receiving end of a withholding of £500k in respect of alleged design defects in the steel frame which were apparently impacting upon the floor levels.

c. **Entitlements or Liabilities**

RM referred the dispute to adjudication on behalf of the steel worker to recover the £500k withholding and other outstanding sums.

d. **Assistance to the Specialist Subcontractor**

RM provided the specialist subcontractor with commercial, contractual and adjudication services including the employment of an expert structural engineer. The adjudicator's decision gave rise to the steel worker defeating the withholding of monies together with an additional payment of £200k. The specialist subcontractor had therefore improved his financial position by £700k.

Example 10

RM : DEFENDING AN ADJUDICATION REFERRAL ON BEHALF OF A MAIN CONTRACTOR

a. **Type of Project – Refurbishment and Extension**

The project consisted of the refurbishment and extension of existing office premises in a city centre. The contract sum was £4.5m and the contract terms and conditions was a standard JCT form of contract.

b. **Description of Issues**

The main contractor (RM's client) received a notice of adjudication and referral from its suspended ceiling specialist subcontractor in respect of delays and variations in the sum of £160k.

c. **Entitlements or Liabilities**

RM defended its client's position in respect of time and money, both of which were argued to be nil.

d. **Assistance to the Main Contractor**

RM provided the main contractor with commercial, contractual and delay analysis services throughout the adjudication process. The adjudicator's decision provided that the Referring Party's claim for an extension of time was nil and its claim for additional sums was valued at nil.