ABSTRACT

Since its inception in 1980, the Singapore Institute of Architects Articles of Building Contract (Measurement Contract) Fourth Edition 1988 (SIA88) has gained acceptance in the local building industry by both clients and contractors. The acceptance of SIA88 does not mean that it is being administered without difficulties. For the purpose of this dissertation, the implications of the contract on the client’s procurement process will be discussed. Being part of that process, it will focus on the role of the architect in the discharge of his post-contract duties. SIA88 has been seen by many practitioners and legal commentators to be drafted to the client’s advantage. However, such advantage has often been outweighed by the inherent lengthy administrative procedures and the legalistic language adopted by the draftsman of the contract.

The objectives of this dissertation include identifying the professional duties and liabilities imposed upon the architect under SIA88. In addition, the objectives include examination of those cumbersome clauses under SIA88, how the professional risk is currently managed by the architect and the alternative ways of risk management available to the architect; and the various management measures available to the client for the purpose of reducing risk exposure due to inadequate contract administration.

The responses from the postal survey conducted by the writer together with the analysis of some of the recent court cases on the operation of certain provisions of SIA88 reveal that the architects do face potential liability in the course of providing post-contract services.

The survey results also reveal that the greatest exposure to liability arises from procedural tasks of administering extension of time and delay in completion and liquidated provisions of SIA88.

From the findings, it can be concluded that the client’s project manager has a role in monitoring the contract administration function of the architect in order to preserve the rights of the client under the building contract.
In addition, the client should insist that the standard of contract administration provided by the architect or consultants be maintained or if necessary, upgraded by employing appropriately qualified and experienced staff, and by carrying suitable and adequate professional indemnity insurance.

The management measures recommended are likely to prompt the architects or consultants to be more vigilant in the discharge of their contract administration duties under SIA88 and should also meet the challenge of the present sophistication of the local building industry for successful project delivery.