All Content Dashboard

SESSION NAVIGATOR
Move between Practice Areas.

PRACTICE AREAS
Access content grouped by category.

USER MENU
View subscription content, set default Home Page or logout.

NEWS
Sign up for email delivery of Dailies, Newsletters, and Notifications.

TITLES A-Z
Browse or search an alphabetized list of all the titles included in your subscription.

GIVE FEEDBACK
Share your suggestions and comments.

Access additional training resources via
https://lrus.wolterskluwer.com/training/cheetah
Search Results

**FILTERS**
Refine search results by Document type, Court, Jurisdiction and more.

**FILTER RESULTS**

**DOCUMENT TYPE**
- Treatises (1)
- Explanations and Annotations (13)
  - Bold subtopics
- Explanations (12)
- Annotations (1)
- News and Blogs (22)
- Rules and Regulations (106)
- Show subtopics
- Agency Materials (164)
- Show subtopics
- Decisions (143)
- Show subtopics
- Other Content (15)

**COURT**
- Federal (38)
- Show subtopics

**JURISDICTION**
- Federal (528)

**ISSUING BODY**

**RECORD KEEPING OPTIONS**
Select documents to Add (Worklist or Favorites), Print, Email or Download.

**SAVED ITEMS**
View your saved searches, notes & highlights, and favorites.

**COLOR-CODED RESULTS**
Find document types quickly and easily.

Access additional training resources via
https://lrus.wolterskluwer.com/training/cheetah
Document View

CONTENTS
Browse through contents in publication order.

INFORMATION
Source, Citations, Version, Jurisdiction.

FOOTNOTES
Annotations & links to cross-referenced documents.

Contract Administration: Tools, Techniques and Best Practices

Introduction
Every contract ends. Sometimes contracts end in an unexpected manner or at an unexpected time; but regardless of manner, or method, every contract ends.

This chapter reviews three aspects of the last days of a contract, beginning with a discussion of the various ways that contracts may be discharged and the rights, duties, obligations, and responsibilities of all parties at cessation of a contract. After we look more specifically at the affirmative discharge of contracts via termination for convenience or termination for default, we consider the procedures that may be appropriate, and the specific procedural process that must be followed. Finally, we examine the contract process, a step that is often ignored or not completed properly. Unfortunately, it is an exception when contracts are discharged timely. Best practices dictate that the closeout process be followed to ensure that lingering issues do not grow into major problems.

Discharge
The concept of contract discharge is common to all contracts whether or not the government is a party. Contract discharge methods arise from the common law of contracts and occasionally via statute (also called civil law). One of the seemingly simple, but amazingly difficult questions to answer concerning a contract is, When is it done? Why is this question so difficult to answer? It might be due to sloppy drafting at its inception. It might be due to unexpected events arising during performance. It might be due to a failure in the inspection and acceptance process. The reasons are countless. Yet it is important for good contract administration to understand when exactly a contract ends.

Lawyers like to collect the various rules of law in a concise format. One of those is the Restatement of the Law of Contracts published by the American Law Institute. According to this publication there are no less than 23 different ways to discharge a contract. The most common method is when all parties have fulfilled their obligations; goods or services have been delivered at the right quantity and condition and at the right time and place. Other methods include the exercise of a power of termination contained in the contract itself, or by mutual agreement, or by performance of a condition precedent in the contract, for example, the contract may provide that if a specified event occurs, the contract shall terminate. The Restatement indicates that these methods are the most common. However, there are exceptions to these, and these are the areas where problems may develop.