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PIU Training
30 October 2012

CONSTRUCTION SUPERVISION

From HEAVEN to HELL and BACK!

OR

From BLISS to the BLUES and BACK!

PRESENTATION BY:

Trevor Nielsen, Chief Engineer, MISP IPA 2010

A. FUNDAMENTAL PREMISES:

A common, and much loved, but *False* premise is:

The SUPERVISOR, is ALL Powerful :

The HEAVENLY (BLISSFUL) attitude!!!

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FUNDAMENTAL PREMISES:

The *Actual or True* attitude should NOT be:

which is an attitude from HELL!!

FUNDAMENTAL PREMISES:
BUT, the *Actual or True* attitude should be:

MAKE PEACE, NOT WAR
A HEAVENLY inspired attitude!

FUNDAMENTAL PREMISES:
THUS:
It should be clear which attitude or premise is the best:
You, the Supervisor, should realize:

1. **You are NOT ALL POWERFUL, but**
2. **You are a FACILITATOR**
3. **You are a PEACEMAKER, but**
4. **You are NOT a COMPROMISER!!!!**

FUNDAMENTAL PREMISES:

THUS:

1. In performing his duties the Supervisor should take care that he <u>does not erode</u> the responsibilities of the Contractor.

2. He should <u>not</u> approve where approval is not required under the Contract.

FUNDAMENTAL PREMISES (Continued):

3. He should not approve where <u>comment only</u> is required.

4. He should not 'lead' the Contractor in matters of methods of construction, or other matters that are the responsibility of the Contractor under the Contract.

5. He should not give instructions with respect to Temporary Works or safety which could be construed as removing the Contractor's responsibility for these matters.

FUNDAMENTAL PREMISES (Continued):

The following attitudes <u>will</u> give you the BLUES:

1. Ignore the 5 advices given

2. Compromise: On quality, time, cost, specification.

3. Look for a fight – for the fight's sake!

4. Assume you are ALL powerful

PITFALLS:

The following pitfalls will also give you the BLUES:

1. A tendency to accede, without thinking, to ALL requests and instructions from the Contracting Authority. ***WEAK!!***

2. A tendency to accede to ALL claims (justified or spurious) from the Contractor (to keep the peace!). ***KAFANA & MOBILE TELEPHONE Supervision!!***

3. Giving instructions to accelerate. **IRRESPONSIBLE**

PITFALLS (continued):

4. Lack of feedback, i.e. minimum communication.
   DISORGANIZED
5. Failure to take decisions.
   WEAK
6. Failure to record ALL actions, activities, events.
   CARELESS
7. Inconsistency in actions.
   IRRESPONSIBLE

RESULT

B. ADVANCED PREMISES:

(Or in laymen's terms: **Applied Principles**)

The basis for these premises is:

Volume 2: Section 2 – General Conditions of Contract, and

Section 3 – Special Conditions of Contract (Not discussed here: Info only)

Following these premises will keep you out of HELL and lead you to HEAVEN!!!

ADVANCED PREMISES - Applied principles

VOLUME 2 : The CONTRACT

Section 1	Form of Contract
Section 2	General Conditions of Contract
Section 3	Special Conditions of Contract
Section 4	Form of Performance Guarantee
Section 5	Form of Advance Payment Guarantee
Section 6	Form of Retention Money Guarantee

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ADVANCED PREMISES - Applied Principles

VOLUME 2 : Section 2

GENERAL CONDITIONS of CONTRACT

ADVANCED PREMISES - Applied Principles

Let's consider a few articles (clauses) that frequently trigger differences of opinion between Contractors and the Supervisor.

I.e. they push the temperature UP!

ADVANCED PREMISES - Applied Principles

1. Art. 21: Exceptional Risks.

Unforeseen physical conditions.

ADVANCED PREMISES - Applied Principles

1. Art. 21: Exceptional Risks.

21.1. If, during the execution of the works, the Contractor encounters **artificial obstructions or physical conditions** which could not reasonably have been foreseen by an experienced Contractor, ……. he shall **give notice** to the Supervisor in accordance with Articles 35 and/or 55. The Contractor shall specify …… the artificial obstructions and/or physical conditions, giving details of:

(i) the anticipated effects thereof,
(ii) the measures he is taking or intends to take and
(iii) the extent of the anticipated delay in or interference with the execution of the works.

ADVANCED PREMISES - Applied Principles

1. Art. 21: Exceptional Risks.

21.2. Following receipt of the notice, the Supervisor may *inter alia:*

(a) require the Contractor to provide an estimate of the cost ……;

(b) approve measures referred to in Article 21.2 (a) ……..;

(c) give written instructions as to how the artificial obstructions or physical conditions are to be dealt with;

(d) order a modification, a suspension, or termination of the contract.

ADVANCED PREMISES - Applied Principles

1. Art. 21: Exceptional Risks.

21.3. **To the extent** that the Supervisor shall decide that the …….artificial obstructions or physical conditions **could not reasonably have been foreseen by an experienced Contractor,** the Supervisor shall:

(a) take into account any **delay suffered** by the Contractor ……in determining any extension ……. to which the Contractor is entitled under Article 35; and/or

(b) in case of artificial obstructions or physical conditions other than weather conditions, **determine additional payments due** to the Contractor in accordance with Article 55.

ADVANCED PREMISES - Applied Principles

1. Art. 21: Exceptional Risks.

EXAMPLE 1. Insufficient Geotechnical information

ADVANCED PREMISES - Applied Principles

1. Art. 21: Exceptional Risks.

EXAMPLE 2. Uncontrolled access to site

- Resulting in unforeseen additional excavations

ENSURE PROTECTION OF THE CONSTRUCTION SITE

ADVANCED PREMISES - Applied Principles

ADVANCED PREMISES - Applied Principles

Article 32: Patents and licenses

Unless otherwise provided in the Special Conditions, the Contractor *shall indemnify* the Contracting Authority and the Supervisor against any claim resulting from the use, as specified in the contract, of patents, **licenses**, drawings, ***designs***, models, or brand or trade marks, ***except where such infringement results from compliance with the design or specification provided by the Contracting Authority and /or the Supervisor , e.g. design by the C A***.

ADVANCED PREMISES - Applied Principles

Article 32: Patents and licenses

- Permits: - Issued by GoS (Ministries) and Local Authorities
- Designs: - by the Contracting Authority (= Red Book)
  - by the Contractor (= Yellow Book)
- Land issues: - Access to Site

ENSURE TIMELY APPLICATIONS AND APPROVALS,

otherwise….

ADVANCED PREMISES - Applied Principles

Article 55: *Claims for additional payment*

55.1. If …..there are circumstances which the Contractor considers entitle him to additional payment, the Contractor shall:

(a) if he intends to make **any claim for additional payment**, **give** to the Supervisor **notice of his intention or make such claim within 15 days** after the said circumstances become known ……; and

ADVANCED PREMISES - Applied Principles

Article 55: *Claims for additional payment*

55.1. continued :

(b**) submit full and detailed particulars of his claim** …… **no later than 60 days after the date of such notice…..**..

ADVANCED PREMISES - Applied Principles

Article 55: *Claims for additional payment*

55.2. When **the Supervisor has received the full and detailed particulars** of the Contractor's claim that he requires, he shall, without prejudice to Article 21.4, **after due consultation with the Contracting Authority** and, where appropriate, with the Contractor, **determine** whether the Contractor is entitled to additional payment and notify the parties accordingly.

55.3. The **Supervisor may reject any claim** for additional payment which does not comply with the requirements of Article 55.

POTENTIAL: or

ADVANCED PREMISES - Applied Principles

In Conclusion: Further activities that need special attention:

- Programme of Implementation of Tasks
- Prices and Rates
- Drawings
- Safety
- Extension of Time
- Delays
- Payments (Periodic interim and variations)
- Tests and Commissioning
- Provisional Acceptance and Handover
- Commencement of Defects Liability Period
- Final Acceptance
- Final Statement of Account

REMEMBER:

IT IS LARGELY UP TO YOU, AS SUPERVISOR/CONTRACTING AUTHORITY/INVESTOR, WHERE YOU END UP:

or

SUCCESS IS A CHOICE

THANK YOU FOR YOUR ATTENTION