



# Contract Administration Manual

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Minor and Major Works

**Version 2**



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<b>Group</b>	<b>Ver No.</b>	<b>Date</b>	<b>Revision Details</b>	<b>Author</b>	<b>Reviewer</b>	<b>Approver</b>
	1	3/7/18	First issue of Final document	VIRIP	PMC, VIRIP	A/Director PWD
	2	21/1/20	Second issue. Corrections as a result of feedback from training from October 2018	VIRIP	PMC, VIRIP	Director

## **Prologue**

This Manual has been produced for the administration of construction contracts up to a value of around VT200 million. The procedures included in this Manual are based on the Government of Vanuatu's General Conditions of Contract for Minor Works (as per Request for Quotation – Works) and Major Works (as per Request for Tender – Works) and PWD Procurement Procedure 001. This Manual is not suitable for use without revisions to take account other particular contract requirements.

It is only through the systematic approach of administration of contracts that PWD can be assured that the quality of the works is correct and the Government is achieving value for money.

For civil works using the PWD Roads and Bridges Specifications, this Contract Administration Manual must be used in conjunction with the Quality Control Manual.

Users of the Manual are invited to submit comments or to suggest changes. These should be directed to the Director Public Works Department, so that changes, if appropriate, may be incorporated into future revisions.

Allen Faerua

Director

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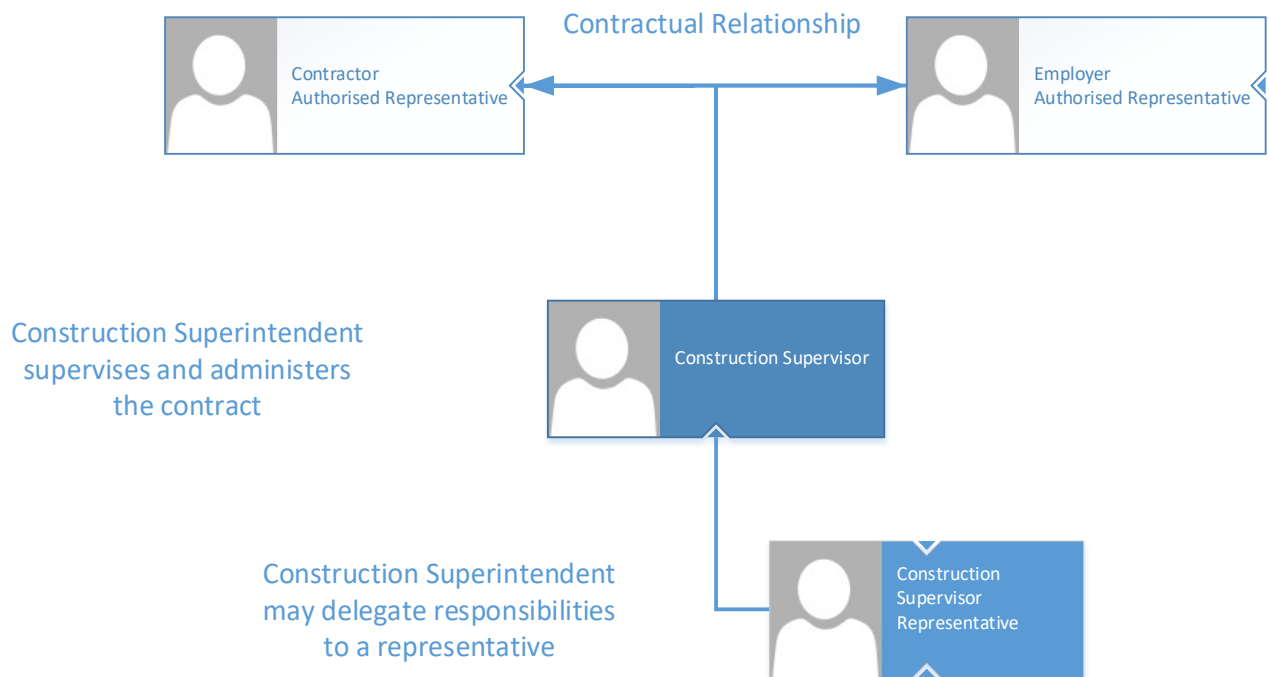
## **INTRODUCTION**

The contract documents take precedence over this Manual and in the event of any perceived conflict, refer the matter to the Construction Supervisor for clarification.

As noted in the prologue to this document, the procedures included in this Contract Administration Manual (CAM) is partly based on PWD Procurement Procedure 001. For all contract administration during contract implementation, the CAM takes precedence over the PWD Procurement 001

Where this Manual refers to action to be taken by individual staff members, such action is to be taken only after due adherence of the staffing organisation for the contract and in particular the delegated duties and responsibilities of the staff members for each contract.

## CONTRACT ROLES



The Employer for the Contract is the Agency (Ministry, Department or Public Body) and the name of the authorised representative is the Head of Agency, such as the Minister. The Employer is the party who employs the Contractor to carry out the Works.

The Contractor is the party whose offer to carry out the Works has been accepted by the Employer. The Contractor will have an authorized representative.

The Construction Supervisor (sometimes known as the Project Manager) is the person appointed by the Employer and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.

The Construction Supervisor may delegate some or all of the duties and responsibilities of the Construction Supervisor to the Construction Supervisor's Representative who is nominated by the Agency.

Other site staff will be delegated with duties and responsibilities as considered appropriate by the Construction Supervisor. Typical site staffing is listed below for modification to suit particular positions and delegated duties and responsibilities of the staff on the contract.

Office and clerical functions will be under the control of an Office Manager.

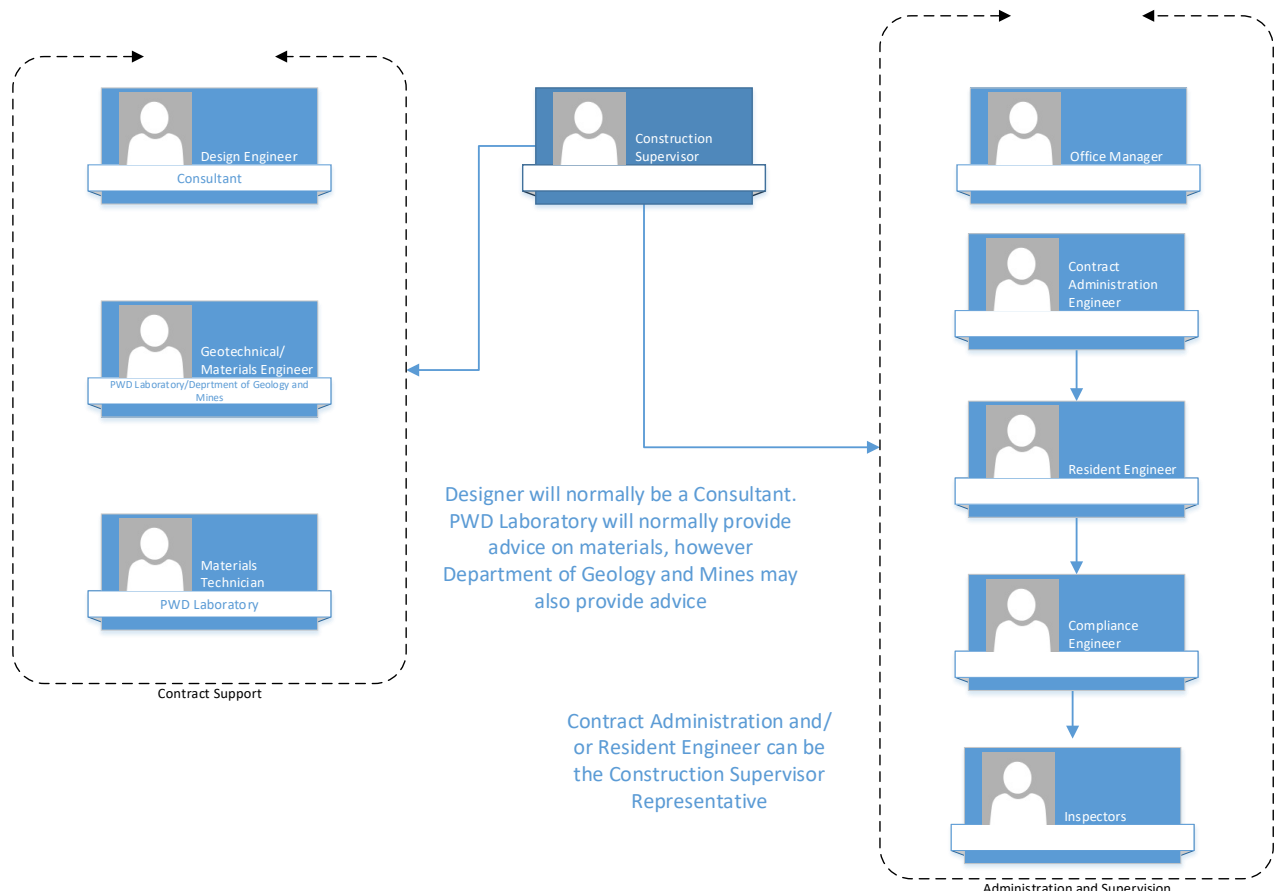
Delegations are shown in Procedure CA01 - Delegations.

Detailed descriptions of individual responsibilities are provided in the next section.

## STAFF RESPONSIBILITIES

### GENERAL

Responsibilities of the senior staff involved in the contract will vary depending on the contract specific staff organisation set-up. Not all the positions detailed below will necessarily be involved or required on a particular contract.



Contract specific duty statements for staff will be prepared by the Construction Supervisor.

Following preparation of the duty statements, the Construction Supervisor will discuss the requirements with individual staff members.

### CONSTRUCTION SUPERVISOR

The Construction Supervisor is responsible for the total administration of the contract and providing overall management direction.

The Construction Supervisor will maintain close liaison with the Employer under the contract to ensure that the contract is proceeding to their satisfaction.



The Construction Supervisor is responsible for the full and timely execution of the contract in the field. He will set procedures for job conduct between the contractor and site staff and will ensure that the requirements of the contract are followed.

The Construction Supervisor will carry out frequent reviews of schedule and payment status and will be kept informed through site staff on performance deficiencies.

The Construction Supervisor must ensure a suitable job climate to make the contractor a working team member. Rigid lines of contract barriers must be softened and administered in a way to promote cooperation, teamwork and sharing to gain maximum efficiency and best performance.

## **CONTRACT ADMINISTRATION ENGINEER**

The Contract Administration Engineer is responsible for the day-to-day administration of the contract under the direction of the Construction Supervisor. If there is no requirement for a Contract Administration Engineer, the Construction Supervisor fulfils this role and adopts responsibilities

The Contract Administration Engineer, as specialist adviser to the site staff on contractual matters, will oversee, by review and interpretation of the documents, the contract administration activities of all field staff.

The Contract Administration Engineer will:

- arrange an initial coordination meeting with the contractor, under the chairmanship of the Construction Supervisor, to review the scope of work and conditions and terms of the contract;
- ensure that all submittals required by the contract (Insurances, Securities, program, etc.) are received in the required time;
- Ensure compliance with all technical and safeguards (social and environmental) requirements as stipulated in the contract documents.
- in conjunction with the Construction Supervisor, establish with the contractor requirements for conduct and standards of performance, methods of invoicing and payment, administration and lines of authority and communication on the site within the limits set by the contract;
- ensure that all necessary contract documentation is available on site;
- attend periodic meetings with the contractor and other site staff on costs, scheduled progress and contractual and technical problems that may affect the contractor's performance or ability to meet the contract objectives;
- review the contractor's initial and updated construction programs for compliance with contract completion dates and ensure that the updated programs properly reflect actual delays and awarded extensions of time;
- provide controls for the proper authorisation of variation orders;
- keep the Construction Supervisor advised of actual and forecast cost and progress of the contract,
- review interim payment applications;
- advise the Construction Supervisor with respect to contractual matters;

- coordinate final inspection and acceptance of the work and prepare Completion Certificates for issue; and
- prior to leaving the Site hand over all completion reports, records, files, details of the release of securities and issue of final certificates to the Employer.

## **RESIDENT ENGINEERS**

The role of the Resident Engineer is to perform technical supervision of the contractor's work within the areas of their responsibility. In some cases, the Resident Engineer will assume the role of Contract Administrator. They will be assisted in this task by inspectors.

The Resident Engineers will:

- liaise with the Contract Administration Engineer to ensure that the contractor performs the work in accordance with the requirements of the contract;
- ensure that the Construction Supervisor is kept informed of all issues that may affect the performance of the contract;
- ensure that site engineers and inspectors assigned to them carry out their responsibilities and duties;
- review the contractor's construction programs for their areas of responsibility and assessment of physical progress for monthly reporting; and
- be responsible for arranging measurement of the work in their areas of responsibility for payment purposes.

## **SAFEGUARDS/ COMPLIANCE ENGINEER**

- Liaise with Contract Administration Engineer to ensure that the contractor performs the work in accordance with the requirements of the contract.
- The Compliance Engineer will monitor to ensure compliance with all contract technical and safeguards (social and environmental) as stipulated in the contract document.
- Provide clear feedback to the Contract Supervisor (generally the Divisional Managers) and the Contract Supervisor Representative / Contract Administration Engineer/ Resident Engineer to ensure that the contractor is fulfilling all obligations for the technical and safeguards areas.
- Based on the outcome of the compliance engineer monitoring activity, corrective actions for compliance will be identified and confirmed with the construction supervisor

## **SURVEYOR**

The surveyor is responsible for checking the original control points for the contract and to confirm their reinstatement if they have been dislodged.

In addition, the surveyor will check the contractor's setting out during the progress of the work as and when required and check other work when specifically requested to do so by a Resident Engineer.

The surveyor, at the request of a Resident Engineer, will undertake all surveying work required for measurement for payment purposes and prepare the associated measurement calculations.

## **DESIGN ENGINEER**

Responsible to the Construction Supervisor for:

- ensuring that design preparation is in accordance with any approved construction program;
- advising the Construction Supervisor of design changes that may result in variations;
- where necessary, review and approval of the contractor's designs; and
- management of design office staff and the inputs of short term design experts.

## **GEOTECHNICAL/MATERIALS ENGINEER**

Responsible to the Construction Supervisor for:

- provision of expert advice in the geotechnical aspects of the contractor's design;
- establishment and management of materials testing laboratories and ensuring that materials and workmanship are in accordance with the specified requirements;
- geological mapping.

## **MATERIALS TECHNICIANS**

Responsible to the Geotechnical/Materials Engineer for testing the materials and work in accordance with the specified test methods.

Responsible for the testing carried out by them by ensuring that:

- the proper test methods are followed;
- only calibrated equipment is used;
- work sheets and report forms are correctly completed; and
- all calculations are checked.

## **INSPECTORS**

Inspectors are responsible directly to the relevant Resident Engineer.

Inspectors are to observe the contractor's activities and note all relevant details in their daily diary and report forms.

Inspectors must be familiar with those parts of the Specification that affect their area or areas of work.

They are to regularly inspect the areas of work and report upon the quality of workmanship and if it is ready for survey and/or testing or, in the case of structures, whether concrete may be placed.

## **OFFICE MANAGER**

Responsible directly to the Construction Supervisor for:

- managing the administrative staff;
- checking on a regular basis that the contract registers are being properly maintained;
- establishing and maintaining the filing system; and
- distributing documents to the relevant staff.

## **SECRETARY**

Responsible to the Office Manager for:

- the preparation of all contract correspondence in the correct format;
- maintaining the registers for all incoming and outgoing correspondence; and
- ensuring that all documents are correctly and chronologically filed.

## **CONTRACTUAL OBLIGATIONS**

In order to perform their appointed duties, each member of the supervision team must be aware of the duties and responsibilities under the contract and of their own specific authority to direct; approve and vary the scope of work.

### **BASIC CONTRACTUAL CONCEPTS**

The following is based on the General Conditions of Contract.

The expression "Construction Supervisor" is used in this text in its contractual sense as defined in the Conditions of Contract and includes the powers and authorities of the Construction Supervisor.

#### **Intent of Specifications**

Technical Specifications are generally technical specifications in that they specify the end result of the work and make the contractor fully responsible for the correction of defective work without additional payment.

The Construction Supervisor does not have any obligation to approve the contractor's methods but the ultimate choice of method remains with the contractor. The Construction Supervisor may reject all work which fails to meet the standards specified, regardless of any approval of the contractor's methods and procedures.

#### **Survey and Setting Out**

The Construction Supervisor is responsible for providing the contractor with initial survey reference points. The contractor is then responsible for establishing survey control for its own use and for the day-to-day setting out. Suitable site procedures must be established for checking the contractor's setting out in key areas to ensure that the work meets the lines, levels, dimensions and tolerances required. (Refer to Procedure CA13 - Survey Checks).

#### **Approval of Materials**

The Construction Supervisor has the right to request test certificates, manufacturer's warranties and other evidence that the materials supplied comply with the Specifications. Substitute materials are permitted where the contract so allows, subject to the Construction Supervisor's approval.

#### **Acceptance Testing**

Where the Specifications require materials to be supplied, or work to be performed, to specified standards or codes, acceptance must be based on tests prescribed in the codes and on the acceptance criteria stated therein.

Manufactured components or materials supplied by the contractor to be installed in the permanent work, whether inspected off-site or not, are subject to acceptance at the site.

Quality control methods are set out in Procedure CA12 - Quality Control – Field Inspection. Quality control checklists and an Audit Schedule have been prepared and are included in the Quality Control Manual (QCM).

## **CONSTRUCTION SUPERVISOR'S APPROVALS AND DIRECTIONS**

All work under the contract is required to be performed in accordance with the Specifications to the satisfaction of the Construction Supervisor. The contract also set outs those matters which require the Construction Supervisor's approval and those which require the Construction Supervisor's directions.

### **Approvals**

The Construction Supervisor is required to give consent or approval to various submissions made by the contractor in accordance with the contract. Verbal consent or approval must be confirmed in writing and written consent or approvals must state:

*"Consent or approval does not relieve the Contractor of responsibility for correctness of detail nor does it waive any of the Contractor's obligations under the Contract unless specifically stated in writing by the Construction Supervisor or the Employer."*

### **Directions**

In exercising the Construction Supervisor's option to issue directions, field staff must be extremely cautious. Where work is subject to the Construction Supervisor's directions, responsibility must be accepted for the outcome of those directions and the contract could allow additional payment. All Construction Supervisor's directions must state what work is to be performed and the method of payment, e.g. without additional cost or at a price to be submitted by the contractor and agreed by the Construction Supervisor. (Refer to Procedure CA24 - Variations).

The Construction Supervisor's directions may be issued by letter over the signature of an individual with the proper delegated power to:

- give notice to commence
- delay the work
- approve drawings
- direct the contractor to comply with the requirements of the contract
- amend or clarify a detail on the Drawings or Specifications
- vary the scope of work, etc.

Site Instructions (see Procedure CA9 - Site Instructions) are issued by various authorised staff to implement day to day construction supervision within the scope of work; to confirm verbal instructions; and to record verbal job agreements. Site Instructions must not include directions to vary the scope of work or order a variation to the contract

## **DRAWINGS**

The contractor is required to perform all work in accordance with the contract which includes the Specifications and "Approved for Construction" Drawings.

Where the "Approved for Construction" Drawings are revised or changed in any way, the contract has been varied. Such change may attract a change in price. All drawings issued to the contractor must be reviewed for possible changes or variations to the contract and any such changes brought to the attention of the Construction Supervisor.

## **SCHEDULES AND PROGRAMS**

The contractor must submit a construction program for the work included in the contract and there is a requirement for periodic updating and revision.

The contract requires that the contractor submit a detailed program to the Construction Supervisor for review. This program is to be submitted within a specified time frame (refer to clause 5.4.4 of the Conditions of Contract).

The “review” must not be regarded as a casual matter. It is important that the program be in detail, that it be thoroughly checked and that it be revised and resubmitted by the Contractor if it is not in accordance with the Contract requirements.

The construction program must comply with the requirements of the contract for completing the work within the contract completion period.

## **MEASUREMENT OF WORK**

The Construction Supervisor, working through site staff, is responsible for measurement and assessment of the work at regular intervals. (Refer to Procedure CA21 - Measurement and Certification of Quantities).

## **CONTROL OF CONTRACTOR'S SUB-CONTRACTS**

If the contractor employs sub-contractors to carry out part of the work, all instructions must be directed through the contractor. It must be noted that neither the Construction Supervisor and delegated staff nor the Employer have any direct contractual relationship with the contractor's sub-contractors.

## **REPORTS AND RECORDS**

All site staff supervising the contractor's work are required to report regularly on the work inspected.

Apart from keeping a personal daily diary, all conversations, meetings and agreements with the contractor's staff should be recorded.

A system of daily reports will be prepared. (Refer to Procedure CA10 - Daily Reports).

The Quality Control Manual (QCM) includes checklists for each Specification Group, these checklists will form an integral part of the Quality records for the contract. (Refer to Procedure CA12 – Quality Control)

## DELEGATIONS

The Employer under the Contract is the Agency on behalf of the Government of Vanuatu. The Construction Supervisor, (sometimes referred to as the Engineer) is a representative of the Agency To enable functional administration, Construction Supervisor delegates powers and authorities to act on its behalf to individuals.

### PROCEDURES

The delegation of the full or part of the Construction Supervisor's powers will usually be made a representative, depending on the circumstances and location of the contract and of the person.

Delegations will be notified in accordance with the Contract.

Copies of the delegations will be communicated to:

- the Contractor;
- the Employer; and
- the financing agencies, if appropriate.

If any delegation is changed or revoked, advice to this effect will be communicated to all the above-mentioned parties.

### RESPONSIBILITIES

The Construction Supervisor is responsible for preparing the delegations for signature and for ensuring that they are notified to all concerned parties.

### RECORDS

File XXXXX.005.01 - General Administration

### ATTACHMENTS

Samples of Delegations



**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**DELEGATION OF POWERS AND AUTHORITIES OF THE CONSTRUCTION SUPERVISOR**

On and from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, as Construction Supervisor for the above-named Contract, I hereby delegate powers to \_\_\_\_\_<sup>1</sup> and until revoked in writing, all the powers and authorities of the Construction Supervisor under the provisions of the Contract with the exception of those clauses listed in the Schedule set out below shall be exercised accordingly.

**SCHEDULE OF NON DELEGATED POWERS<sup>2</sup>**

List of Clauses in which the power is retained by the Construction Supervisor

Clause No	Description
5.8	Variations

\_\_\_\_\_  
(Delegates signature)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Construction Supervisor

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<sup>1</sup> Delete this if no previous delegation.

<sup>2</sup> Amend this list as necessary.

## **FILE SYSTEM**

A properly structured file system is necessary to:

- keep track of site records,
- avoid duplication,
- be able to easily locate records, and
- store records in an orderly manner.

Standardised file numbers will assist in familiarity with the system. Most files and folios will be stored electronically and these files and folders should be filed in the same structure for cross-reference.

## **PROCEDURES**

The Construction Supervisor will establish the electronic and hard copy file system which will be based on the format of a five digit Contract Number followed by a user defined five digit sequence (XXXXX.XXX.XX). Where a contract involves multiple packages, an additional digit will be necessary to distinguish between contracts, e.g. XXXXX/A.XXX.XX.

The Construction Supervisor in conjunction with the Office Manager will establish and maintain the files.

All contract correspondence will be filed on a regular basis, on the correct file **and** in proper sequence.

All sheets in each individual file will be registered and given a progressive Folio Number.

Once filed, no correspondence will be removed from a file unless for transfer to another file. In this event the removed correspondence will be replaced by a sheet denoting "Folio Number(s) Transferred to File No. XXXXX.XXX.XX folio Number(s)".

Files will be sited in a central server and hard copy location and a record of removal maintained.

A set of backup electronic files will be stored in a separate location.

## **RESPONSIBILITIES**

The Construction Supervisor is responsible for the establishment of the file system and for the periodic review of its operation.

Clerical staff are responsible for filing and maintenance of the file location register.

## **ATTACHMENTS**

Sample of File Index

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**FILE INDEX**

**ACTIVITY PROPOSAL**

XXXXX.001.01 Activity Proposal Approved

**PROCUREMENT OUTCOMES**

XXXXX.002.01 Details of negotiations

**DESIGN MATTERS**

XXXXX.003.01 General design matters  
XXXXX.003.02 Design and issue of drawings etc - Civil Works  
XXXXX.003.03 Design and issue of drawings etc - E&M Works  
XXXXX.003.04 Receipt and approval of contractor's drawings/designs

**SITE ADMINISTRATION**

XXXXX.004.01 Site accommodation and housing  
XXXXX.004.02 Site office facilities  
XXXXX.004.03 Medical and health facilities  
XXXXX.004.04 Communications and other facilities  
XXXXX.004.05 Project vehicles  
XXXXX.004.06 Assets - household, survey and office equipment

**FORMATION, ADMINISTRATION AND FINALISATION OF CONTRACT**

XXXXX.005.01 General Administration  
Notice to commence; possession of site; submission of securities, insurance etc; authorised signatories; completion documents.  
XXXXX.005.02 Staff and Labour  
Contractor's staff organisation, labour returns, hours of work, holiday and close down arrangements, expatriate work-force, local work-force, (including training)  
XXXXX.005.03 Subcontractors  
Approval of proposed subcontractors.

**VARIATION ORDERS, EXTENSIONS OF TIME, DISPUTES AND ARBITRATION**

XXXXX.006.01 Issues  
XXXXX.006.02 Contractual Claims  
All matters relating to receipt, investigation and replies to claims  
XXXXX.006.03 Variation Orders  
Approvals from Employer, issue of VOs  
XXXXX.006.04 Extensions of Time  
XXXXX.006.05 Disputes

**REPORTS AND MEETINGS**

XXXXX.007.01 Reports to Employer

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- XXXXX.007.02 Record of Meetings with Contractor
- XXXXX.007.03 Record of Meetings with Employer
- XXXXX.007.04 Co-ordination Meetings
- XXXXX.007.05 Daily Reports

### **PROGRAM, FINANCIAL CONTROL AND CONTRACT PAYMENTS**

- XXXXX.008.01 Contractor's Construction Program  
Submission, analysis and reply
- XXXXX.008.02 Financial Control  
Contractor's cashflow estimates, contract value
- XXXXX.008.03 Interim Payments  
Contractor's Statements and Construction Supervisor's Certificates
- XXXXX.008.04 Escalation
- XXXXX.008.05 Advances  
Mobilisation, materials
- XXXXX.008.06 Day Works  
Requests, records, claims
- XXXXX.008.07 Provisional Sums  
All matters relating to obtaining quotations, approvals, etc
- XXXXX.008.08 Measurement of Work (subdivided into each section of BoQ)

### **TEMPORARY WORKS**

- XXXXX.009.01 Contractor's Construction Facilities  
Works areas, workshops, stores, temporary access roads

### **PLANT AND EQUIPMENT**

- XXXXX.010.01 Contractor's Construction Plant and Equipment  
Contractor's proposals regarding the purchase, manufacture, shipping and use of construction plant and equipment
- XXXXX.010.02 Employer Furnished Plant and Equipment

### **CONSTRUCTION MATERIALS**

- XXXXX.011.01 Concrete Manufacture  
Concrete batching and mixing. Design of mixes, inspection and testing, test results
- XXXXX.011.02 Steel  
Supply, testing and approval of structural steel, reinforcing steel, steel plate
- XXXXX.011.03 Protective Coatings  
All classes of paint, bitumen compounds, curing compounds. Proposals, examination and approval of materials and system. Methods of application
- XXXXX.011.04 Explosives  
Sources of supply, approval for use, control of storage and use
- XXXXX.011.05 Grout  
Sources of supply, approval for use, acceptance and routine testing, usage
- XXXXX.011.06 Embankment Materials - Soils
- XXXXX.011.07 Embankment Materials - Rock

- XXXXX.011.08 Other Construction Materials  
Includes waterstops, metal seals, neoprene pads, polythene vapour barriers, joint fillers, special formwork, etc
- XXXXX.011.09 Miscellaneous Metalwork  
Supply, fabrication, approvals etc of items such as handrails, ladders, grating, hatch covers and frames
- XXXXX.011.10 Architectural Materials

### **SAFETY, INDUSTRIAL, PUBLIC RELATIONS AND SAFEGUARDS**

- XXXXX.012.01 Safety and Accidents  
All matters relating to safe working, accident reports
- XXXXX.012.02 Industrial Matters  
Recruiting of local labour, labour agreements, disputes, strikes, etc
- XXXXX.012.03 Public Relations  
Arrangements for visitors, etc
- XXXXX.012.04 Community Consultation  
Notes of all meetings and agreed actions from meetings with communities and community representatives  
Records of land use and rental agreements including condition surveys and written certifications allowing mobilisation and demobilisation of work camps
- XXXXX.012.05 Environmental and Social Safeguards  
All documents and permits relating to environmental and social safeguards including Contractors ESMP
- XXXXX.012.06 Complaints and Grievances Register

### **SUPPLY AND INSTALLATION OF MECHANICAL AND ELECTRICAL EQUIPMENT**

- XXXXX.013.01 Supply and Installation of Electrical and Mechanical Equipment  
Delivery program and arrangements, storage, protection, installation

### **GENERAL CONSTRUCTION MATTERS**

- XXXXX.014.01 Clearing
- XXXXX.014.02 Preservation, Restoration and Soil Conservation  
Including cleaning up on completion
- XXXXX.014.03 Survey, Setting Out and Control
- XXXXX.014.04 Quarries  
Sites and methods of working quarries for approval; regeneration and soil conservation, current valid quarry permits and quarry management plan
- XXXXX.014.05 Borrow, Stockpile and Disposal Areas  
Sites and methods of excavation for approval; regeneration and soil conservation

### **QUALITY CONTROL**

- XXXXX.015.01 Non-Conformances and Corrective Action forms
- XXXXX.015.02 Audit Reports

### **ROAD WORKS**

- XXXXX.016.01 Access Road Construction
-

XXXXX.016.02 etc.

**BRIDGE WORKS**

XXXXX.017.01 Foundation investigation

XXXXX.017.02 etc.

**DAM CONSTRUCTION**

XXXXX.018.01 Diversion and Care of the River

XXXXX.018.02 etc.

**NOTE:** Technical construction matters should be subdivided into as many groupings as necessary for the size and scope of the contract.

## **FEEDBACK FROM CONTRACT**

It is important for progressive elimination of problems that all personnel associated with the administration and inspection of construction contract work are given the opportunity and are encouraged to register their comments and suggestions in relation to design details and contract documents.

### **PROCEDURES**

Any comments or suggestions should be communicated directly by individuals to the Construction Supervisor ( name )

The feedback must take place as soon as problems are encountered so that significant suggestions can be incorporated in relevant contract documents and/or drawings currently being prepared for other contracts.

### **RESPONSIBILITIES**

The Construction Supervisor to encourage staff to register comments and suggestions.

All staff to provide comments and suggestions as and when problems occur.

### **RECORDS**

Branch Files.

### **ATTACHMENTS**

Nil.

## CONTRACT REGISTERS

Registers are a tool to manually record correspondence details and contractual matters.

### PROCEDURES

The Construction Supervisor will maintain the following registers:

Register	Description
R1	Correspondence from Contractor
R2	Correspondence to Contractor
R3	Correspondence from Employer
R4	Correspondence to Employer
R5	Internal Correspondence
R6	Not Used
R7	Not Used
R8	Issues
R9	Extension of Time Claims
R10	Variations
R11	Claims
R12	Dayworks
R13	Drawing Issue
R14	Site Instructions
R15	Non-conformances
R16	Safeguard Matters

For inwards correspondence:

The Construction Supervisor will fill in the sender's letter reference, date received, subject and file number columns immediately upon receipt.

Upon a reply being signed by Construction Supervisor, he will fill in the reply reference and date columns.

For outwards correspondence:

On request from an author, the Construction Supervisor will allocate a letter reference number and fill in the file number and subject columns.

After signature of the letter by the Construction Supervisor, he will complete the remaining columns.

## RECORDS

Contract Files  
Registers

## ATTACHMENTS

Sample Registers



**“INSERT CONTRACT NAME ” “INSERT CONTRACT NUMBER”**

**REGISTER R1 - CORRESPONDENCE FROM CONTRACTOR**

Date Received	Sequence No.	Contractor Ref No.	Document Date	Subject	File No.	Folio No.	Reply req'd (Y/N)	Reply Date	Reply Ref No.

**“INSERT CONTRACT NAME” “INSERT CONTRACT NUMBER”**

**REGISTER R2 - CORRESPONDENCE TO CONTRACTOR**

Sequence No.	Date	Subject	File No.	Folio No.

**"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"**

**REGISTER R3 - CORRESPONDENCE FROM EMPLOYER**

Date Received	Sequence No.	Employer Ref No.	Document Date	Subject	File No.	Folio No.	Reply req'd (Y/N)	Reply Date	Reply Ref No.

**"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"**

**REGISTER R4 - CORRESPONDENCE TO EMPLOYER**

Sequence No.	Date	Subject	File No.	Folio No.

***"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"***

**REGISTER R5 - INTERNAL CORRESPONDENCE**

Date	Sequence No.	Originator	Subject	File No.	Folio No.

**"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"**

**REGISTER R6 - CORRESPONDENCE FROM CLIENT**

Date Received	Sequence No.	Client Ref No.	Document Date	Subject	File No.	Folio No.	Reply req'd (Y/N)	Reply Date	Reply Ref No.



**"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"**

**REGISTER R8 - ISSUES**

Issue No.	Date	Details	File No.	Folio No.	Remarks



**“INSERT CONTRACT NAME” “INSERT CONTRACT NUMBER”**

**REGISTER R9 - EXTENSION OF TIME CLAIMS**

EOT Claim No.	Date of notification	Date of claim	Details	Time claimed	Date of report to Employer	Date of Employer approval	Time awarded	Date of award	Ref. No.	Extended completion date

**"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"**

**REGISTER R10 – VARIATIONS**

No.	Description	Date submitted to Employer	Approval by Employer		Instruction issued		Date priced by Contractor	Price agreed (Y/N)	Provisional rate fixed (Y/N)	Date rate fixed by Construction Supervisor	Remarks
			Date	Ref.	Date	Ref.					



"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"

REGISTER R12 - DAYWORKS

Daywork Order No.	Description	Amount	Date of Issue	Completion Date	Remarks

**“INSERT CONTRACT NAME” “INSERT CONTRACT NUMBER”**

**REGISTER R13 - DRAWING ISSUE**

Drawing Title	Drawing No.	Revision No.	Date of issue	Issued to	No. of copies	Transmittal Form No.

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“**INSERT CONTRACT NAME**” “**INSERT CONTRACT NUMBER**”

**REGISTER R14 – SITE INSTRUCTIONS**

Instruction No.	Date	Issued by	Details	File No.	Folio No.

**"INSERT CONTRACT NAME" "INSERT CONTRACT NUMBER"**

**REGISTER R15 – NON-CONFORMANCES**

No.	Date	Issued by	Details	Date remedial action proposed	Remedial action approved?	Date remedial action completed

***“INSERT CONTRACT NAME” “INSERT CONTRACT NUMBER”***

**REGISTER R16 – SAFEGUARD MATTERS**

<b>Issue No.</b>	<b>Date</b>	<b>Details</b>	<b>File No.</b>	<b>Folio No.</b>	<b>Remarks</b>



## CONTRACTUAL CORRESPONDENCE

It is essential that all contract staff be aware of their limits of authority in communicating with the parties to the contract, of the significance of their written communication and of the formal or contractual communication required.

Contractual correspondence within the authorities of the Construction Supervisor will be issued under signature of "Construction Supervisor" whilst all contractual correspondence issued within delegated powers to sign for the Construction Supervisor will be issued under the signature "for (Agency)".

There can only be one Construction Supervisor. Correspondence must be signed by the appointed individual and not by anyone else. If the Construction Supervisor is to be absent from site for a lengthy period, it may be necessary to revoke his authority and appoint an alternate during that period.

All correspondence will have 2 associated identifying numbers – a Sequence Number and a Folio Number. Inwards and outwards correspondence will have an independent Sequence Number system. The Folio Number will be a consecutive numbering system to identify each separate sheet in a particular file. Each separate item of correspondence will have only one Sequence Number but may have a series of Folio Numbers.

### PROCEDURES<sup>3</sup>

Shortly after the award of the contract, an initial start up meeting shall be convened and to be attended by the Contractor, the Construction Supervisor, the Construction Supervisor Representative, the Safeguard Compliance Officer and the Client. At this meeting the distinction between authorities held by the Construction Supervisor and those persons delegated with the duties and responsibilities of the Construction Supervisor will be clarified. The Safeguard requirements of the contract will also be discussed and noted. Agreement shall be reached with the contractor on the date for the initial community induction and awareness meeting. Supplementary Specification requirements inclusive of clauses pertaining to the safeguard requirements of the contract shall be noted.

All correspondence will be received at the Construction Supervisor's office. For contractual matters within the delegated authority of the Construction Supervisor, all correspondence will be responded to from the site. The Construction Supervisor will forward all correspondence on matters not within his authority to the appropriate person.

All inwards correspondence will be received and printed by the Office Manager and will be date stamped (electronically or stamped) with the date received and the Inwards Sequence No.

The original, together with all attachments, will be filed in the appropriate Folder. Individual folios will be filed for at least the following registers:

Correspondence from Contractor  
Correspondence to Contractor

---

<sup>3</sup> These procedures are prepared for World Bank Conditions of Contract

Correspondence from Employer  
Correspondence to Employer  
Internal Correspondence

The file will be passed to the Construction Supervisor who will allocate a file number and distribution list.

The file will be circulated to all personnel marked on the distribution list.

It is important that correspondence and attachments are not marked up. Comments on the contents of the correspondence is be made on separate email or document. If acceptable by the Construction Supervisor, electronically marked up version may be circulated, however control over the distribution must be controlled.

For all outwards correspondence, the originator will register the correspondence with an Outwards Sequence Number.

After typing and proofreading, the originator will initial the site file copy and obtain the Construction Supervisor's signature.

The files will be passed to the Office Manager who will place the relevant electronic Folder, place a original on the correct hard copy file after giving each sheet its Folio Number and then complete the appropriate Register.

The Office Manager will circulate copies of the outward correspondence to other site staff as required for information purposes.

Terminology and other requirements should be in accordance with the set of draft notices attached to this Procedure.

## **RESPONSIBILITIES**

The Construction Supervisor will:

- allocate file numbers and complete the distribution list for all inwards correspondence;
- sign all outwards correspondence within his delegated powers;
- arrange for action by such other person with the appropriate delegation when the subject of the correspondence is outside the limits of his delegation.

The Office Manager will:

receive all inwards correspondence and stamp correspondence with the Inwards Sequence Number;

- complete and maintain the Registers;
- allocate file and Outwards Sequence Numbers for outwards correspondence.

copy and circulate correspondence;  
maintain the files.

**RECORDS**

Electronic Folders/Files

Site files

Backup files

Registers

Contract Management System database (if it exists)

**ATTACHMENTS**

Draft notices

## DRAFT NOTICES

The following are suggestions for the wording that could be used when a written notice is required or would be advisable. They provide a means of checking that the form is addressed and copied to the right parties. The giving of notices at the correct time, addressed and copied correctly and in an acceptable form is important in any contract. This is because a correct form removes from the other parties an excuse for argument or non-performance. Contract documentation important to the form of notices include:

GCC sub-clause 5.4.4 (Communications) which requires communications to be in writing and delivered.

Special Conditions of Contract which defines the correct addresses for the Contractor, Employer and Construction Supervisor.

All notices and other communications must be dated.

The following draft notices are based on the General Conditions of Contract and may need to be amended to provide for the Special Conditions of Contract.

Where reference is made to the Construction Supervisor, this may include those delegated with the duties and responsibilities of the Construction Supervisor, depending the applicable delegation in effect.

### Sub-Clause 5.2.2(3)

To: Contractor from Construction Supervisor

I have delegated pursuant to Sub-Clause 5.2.2(3) of the contract, [name of person] to undertake the duties and responsibilities of the Construction Supervisor. His duties and responsibilities are as follows: ... [specify] ...

### Sub-Clause 5.3.1(8)

To: Contractor from Construction Supervisor

I hereby consent to the sub-contracting by you to [name of sub-contractor] of the following part of the works: ... [specify] ...

### Sub-Clause 5.1(6)

To: Contractor from Construction Supervisor

Copy: Employer

I have determined pursuant to Sub-Clauses 5.1(6), 5.4.1(1) and 5.8(2) (or 5.15.2 as applicable) that the Completion Date shall be extended by ... [specify] days and the amount of the costs to be added to the Contract Price is [amount].

### Sub-Clause 5.2.2(4)

To: Contractor from Construction Supervisor

I give you notice under Sub-Clause 5.2.2(4) that [name] is to be removed for the following reasons: [state reasons]. You are obliged to remove the person from the works and you may not employ him on the works again in any capacity. Kindly submit the name and details of an alternative representative for my approval.

Sub-Clauses 1.15; 1.16;1.17;1.18 & 5.6.5(1)

To: Contractor from Construction Supervisor

I write to give you notice pursuant to Sub-Clause 5.6.5(1) [that specify materials or plant] and/or Sub-Clause 1.15;1.16;1.17;1.18 that [specify safeguards] are defective or otherwise not in accordance with the contract and they are therefore rejected for the following reasons: ... [specify]. Correction of the defect will be completed within: ..[specify time]

## CONTRACT COMMENCEMENT

Proper administration requires that certain matters be attended to at an early stage in the contract.

### PROCEDURES

#### RELATIONSHIP MANAGEMENT

Contracts require good working relationships between both contract parties and the Construction Supervisor. This is essential for a successful contract.

The Construction Supervisor must respect the basis of the contractual relationship between the Employer and Contractor. The Employer wants the works to be completed, as provided in the contract. Contractors want to complete those works for profit. However, it is essential that the Construction Supervisor facilitate the needs of both parties, without compromising the outputs of the contract for the Employer and profitability for the Contractor.

The Contract Supervisor will promote good relationships through the following:

- encouraging an atmosphere of trust, openness and clear communication and an attitude based on working together and shared objectives;
- proactively looking for ways to improve relationships and ensure parties feel involved;
- establishing and managing an effective communication framework between parties;
- ensuring, where possible, that communications at all levels are peer to peer;
- managing the resolution of disputes – resolving 'soft' tensions between parties, and 'managing upwards' to ensure senior management are informed about issues before they escalate and able to intervene as appropriate;
- establishing regular reporting procedures (formal and informal); and
- organising forums, seminars, training and other information-sharing activities.

#### FAMILIARISATION

During the start up meeting, it is expected that the Construction Supervisor will facilitate a session on relationship building to ensure both parties are able to respectfully understand each other and their respective needs.

One of the first tasks for site staff when they arrive at the contract is to become familiar with the site, drawings, specifications and the administration and inspection procedures to be adopted.

The Construction Supervisor will personally brief each member of the site staff, covering such matters as:

- line of authority
- duties and responsibilities of each team member
- outline of Contractor's organisation and appropriate levels of contact
- requirements with respect to correspondence, reports and records.

The Construction Supervisor will further elaborate the responsibilities and duties of site staff on their arrival at site.

## CONTRACT DOCUMENTS

The formal contract documents are the basis for the administration of a contract and only the specific requirements of those documents can be used in establishing the rights and obligations of both parties to the Contract. All personnel involved in administration of the Contract must ensure that both the Employer and the Contractor receive fair and equitable treatment.

All other documents issued for the purposes of tendering, all interviews, negotiations and correspondence exchanged by the parties prior to the execution of the Agreement and not included in the contract documents have no contractual significance and are not to be used or quoted when interpreting the Contract.

At least one complete set of the contract documents and all completed "Approved for Construction" drawings are to be available on site at the start of the Contract. This set of documents and drawings will be kept intact and updated with all issues of variation orders and drawing revisions so that a complete and up-to-date set of documents is available during the contract period (see Procedure CA28 - Work-as-Executed Drawings).

Copies of relevant parts of the contract documents and drawings will be issued to site staff as necessary to perform their duties.

## STANDARDS AND CODES

At least one copy of each Standard Specification or Code mentioned in the Specifications must be available at the Site. Generally, it is the Contractor's responsibility to provide these.

## SURETIES

Under the Conditions of Contract, the Contractor is required to lodge various sureties to provide for recompense to the Employer in the event that the Contractor defaults.

Note: Liquidated Damages and debts for services rendered to the Contractor by the Employer cannot be deducted from the sureties unless the Contract provides for this.

The Construction Supervisor will check that the sureties have been lodged and that they are acceptable to the Employer.

## INSURANCE

The Conditions of Contract set out the Contractor's obligation for insurance. The Construction Supervisor will ensure that all insurance policies submitted by the Contractor are acceptable to the Employer. Specialist advice, if needed, will be sought to review the proposed insurance policies to ensure that they meet the requirements of the Contract. During the period of the Contract, the Construction Supervisor will ensure that all required

policies are kept current by requesting the Contractor to produce adequate evidence of this when renewal of insurances are due.

## START UP MEETING

Shortly after the award of the contract, an initial start up meeting shall be convened and to be attended by the Contractor, the Construction Supervisor, the Construction Supervisor Representative, the Safeguard Compliance Officer the Client and other staff to be engaged in site supervision duties. The meeting should be chaired by the Construction Supervisor or in his/her absence, the Construction Supervisor Representative. At this meeting the distinction between authorities held by the Construction Supervisor and those persons delegated with the duties and responsibilities of the Construction Supervisor will be clarified. The Safeguard requirements of the contract will also be discussed and noted. Agreement shall be reached with the contractor on the date for the initial community induction and awareness meeting. Supplementary Specification requirements inclusive of clauses pertaining to the safeguard requirements of the contract shall be noted.

The Construction Supervisor will prepare and distribute an agenda for the meeting.

Apart from an exchange of organisation charts and an explanation of the responsibilities of contract staff, the agenda for the meeting will include the following:

- contractual obligations of both parties - these include the submission of proposals, schedules, labour and accommodation returns and other information by the Contractor; the handling of correspondence and the issue of drawings
- procedures to be adopted for processing interim payment claims, measurement of quantities, escalation claims, issue of variation orders, submission of claims by the Contractor and issues of certificates by the Construction Supervisor
- technical details and procedures for examination, inspection and testing of work in accordance with the Contract, construction procedures, Contractor's proposals, approvals and directions by the Construction Supervisor, submission of construction programs, and progress reports.

The Construction Supervisor will ensure that the procedures and agreements reached are within the terms and conditions of the Contract.

Minutes of this meeting setting out basic agreements and procedures will be recorded by the Construction Supervisor and distributed to all persons attending.

The Construction Supervisor will prepare a letter to the Contractor confirming all agreements made with the Contractor at this meeting.

## EMERGENCY TELEPHONE NUMBERS

The Construction Supervisor will prepare a list of emergency contact numbers. A copy of this will be given to the Employer, the Contractor and all site personnel and a copy will be



posted in the site office in a prominent location. The contractor's representative is also required to prepare a list of emergency numbers as outlined in the ESMP/CESMP

## **HAND OVER OF FACILITIES TO THE CONTRACTOR**

The Conditions of Contract and the Specification detail the facilities that the Employer will make available to the Contractor.

Written and/or photographic records are essential to avoid conflict at the end of a contract in determining responsibility for clean up and restoration of quarry areas, borrow pits, roads and on-site areas. These records will be prepared by the Construction Supervisor prior to any site disturbance. Copies of records will be retained by the Construction Supervisor for ensuring that the Contractor meets its obligation on completion of the work.

## **CORRESPONDENCE**

At the initial site meeting the Construction Supervisor will establish the number of copies of each letter, proposal or other submission required from the Contractor. The number of shop drawings, manuals, spare-parts lists and other data to be submitted by the Contractor is set out in the Contract. The Contractor will also nominate the number of copies of correspondence required.

## **CLIMATIC CONDITIONS**

Exceptionally adverse climatic conditions can generate claims for extensions of time and, in cases of heavy precipitation, flood damage which affects insurance claims may occur.

Consequently it is important for the Construction Supervisor to be aware of the effects of weather on a contractor's progress in such activities as earthworks, concreting and painting; its effect on labour attendance and stand downs, and damage to the works, the plant and equipment and temporary works.

Personal recollections of weather patterns are of no use for reporting or in assessing claims for extensions of time and only formally measured and recorded weather data are to be used.

The Construction Supervisor or his representative will arrange for the installation of recording equipment and collection and maintenance of daily weather reports.

## **RECORDS**

Copies of sureties and insurance policies  
File XXXXX.007.02 - Record of Meetings with Contractor  
Site records at handover  
Emergency telephone numbers  
Weather records.

## **ATTACHMENTS**

Sample Agenda for Initial Site Meeting

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Emergency Telephone Numbers form

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## TYPICAL AGENDA FOR START UP MEETING

Contractor: \_\_\_\_\_

Meeting to be held at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

Those agenda items in **red** led by Client, **green** will be led by the Contractor. Items in **blue** are jointly discussed.

1. **Opening Prayer**  
**Introduction**  
**General description of Contract scope**  
**Relationship building**
  - **Contract philosophy**
  - **Discuss and agree on how to encourage trust, openness and clear communication and an attitude based on working together and shared objectives.**
  - **Discuss and agree on how to proactively looking for ways to improve the relationship and ensure parties feel involved.**
  - **Discuss and agree on principles to establish and manage an effective communication framework between parties;**
  - **Discuss and agree on the strategy to manage the resolution of disputes, including resolving 'soft' tensions between parties, and 'managing upwards' to ensure senior management are informed about issues before they escalate and can intervene as appropriate;**
  - **Discuss and agree on informal reporting procedures to improve openness, clarity and good working relationships.**
  
2. **Organisation**  
**Client's organisation and personnel for the Contract**  
**Contractor's organisation and personnel for the Contract**
  
3. **Communication**  
**Verbal**  
**Site Memos/Instructions**  
**Correspondence and drawing transmittals**  
**Schedule for meetings**
  
4. **Program**  
**Overall work plan and program**  
**Manpower**  
**Co-ordination with other contractors and their work programs**
  
5. **Environmental and Social Requirements**  
**ESMP**  
**Contractor's ESMP (CESMP)**
  
6. **Risk Management**  
**Identification of Hazard Scenarios**

Discussion on Likelihood  
Discussion on consequences  
Agreement on Risk

7. Construction Materials
  - Planning for material supplies
  - Transport and offloading procedures
  - Storage and stockpiling procedures
8. Contractor's facilities
  - Accommodation or camp facilities
  - Construction power (if applicable)
  - Water and sewerage (if applicable)
  - Sewage and waste disposal
  - Telecommunications (if applicable)
  - Operation in borrow areas, quarries, disposal and stockpile areas
9. Contractor's plant and equipment planning
10. Contractor's storage areas
  - Location and layout
  - Buildings
  - Conditions or restrictions on use
  - Requirements of other contractors (if applicable)
11. Work rules
  - Work hours
  - Work outside agreed hours
  - Security
  - Camp regulations
12. Safety
  - Safety provisions and procedures (Community and Workforce)
  - First-aid and medical provisions
  - Accident reporting
13. **Grievance and Complaints**
  - Definitions**
  - Reporting**
14. Quality control program
  - Inspection of the work
  - Testing
15. **Measurement of the work**
16. **Monthly progress statement procedure**
  - Agreement of monthly progress measurements**
  - Form of submittal**

Payment for variations  
Deductions for retention, etc

17. Issue of variation orders
18. Claims or other contract dispute handling
19. Reporting requirements (as applicable)
20. Drawing and data submittal and review procedure
21. Contractor's appointment of subcontractors
22. Insurance
23. Other matters

---

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NAME”**

**EMERGENCY TELEPHONE NUMBERS**

**SENIOR CONTRACT PERSONNEL**

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>
Construction Supervisor	_____	_____	_____
Construction Supervisor's Delegate	_____	_____	_____
Contractor's Construction Supervisor	_____	_____	_____
Employer's Representative	_____	_____	_____

**OTHERS**

Fire	_____
Ambulance	_____
Doctor	_____
Hospital	_____
Police	_____
Electricity Company	_____
Water Company	_____
Telephone Company	_____
Insurance Company	_____

## ISSUE OF DRAWINGS AND OTHER DOCUMENTS

The drawings depicting the scope of work are legal documents which form an integral part of the contract and the contractor is required to perform the work in accordance with them.

Consequently, to achieve proper administration of the contract, the transmittal of drawings must be handled with circumspection and properly recorded at all stages to avoid unnecessary disputes and claims.

The issue of other documents to the Contractor must also be properly recorded.

### PROCEDURES

As part of the contract documents, the contractor will be issued drawings which accurately reflect the work upon which the tender was based and accepted. This will avoid any claim or dispute that the drawings have been changed, revised or unseen by the contractor before the contract was signed.

The Contractor will be issued with the number of sets of construction drawings as required by the Conditions of Contract.

These drawings will be the tender drawings incorporating any necessary revisions together with any further required drawings and will be marked "Approved for Construction".

All drawings will be accompanied by a Drawing Transmittal form which is to be signed by the contractor acknowledging receipt of the drawings.

In allocating priorities for drawing preparation, the following aspects will be taken into account:

contractor's construction program and construction sequence  
delivery time for construction materials  
fabrication time for manufactured items  
any design work or shop drawings required from the contractor.

When any drawing is revised, copies of the revised drawings must be issued to the contractor with the revisions clearly marked.

Prior to issue, all revised or new drawings will be checked for variations from the scope of work or departures from the Specifications. The results of this check will initiate, if necessary, the appropriate procedure for issue of a Variation Order (Refer to Procedure CA24 – Variations).

If necessary, the Construction Supervisor will liaise with the designer to ensure the designer is aware of any drawing that is inconsistent with contractual obligations or that may give rise to a variation. This will give the designer the opportunity to reconsider or confirm the revised drawing prior to issue to the contractor.

After issue of drawings to the contractor, the Construction Supervisor will update the master set of drawings and Drawings Issued Register (Refer to Procedure CA04 – Contract Registers).

## **RECORDS**

File XXXXX.003.02 - Issue of Drawings

Drawing Issue form

Drawings Issued Register (module in Contract Management System database)

Document Transmittal form

## **ATTACHMENTS**

Sample Drawing Issue form

Sample Document Transmittal form.



**DRAWING ISSUE FORM**

Sheet No. \_\_\_\_ of \_\_\_\_

CONTRACT NAME CONTRACT NUMBER		DATE OF ISSUE												
		Day												
		Month												
	Year													
DRAWING TITLE	DRAWING No.	REVISION No.												
No. OF DRAWINGS ISSUED TO:														
Legend P Print R Reduced size print		Client												
		Contractor												
		Site Office												
		Other												
PURPOSE OF ISSUE:		Information												
		Approval												
		Comment												
		Construction												
		Quotation												
		Other												

Attached drawings have been checked and agree with above list:

Issued by: \_\_\_\_\_ Receipt Acknowledged: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONDITIONS**

The accuracy and completeness of information transmitted by electronic means cannot be assured and only hard copy documents supplied by the issuing Agency are authoritative. The issuing Agency will not be liable for loss or damage that results from the inaccuracy or incompleteness of electronically transmitted information, or from any corruption or distortion of that information when printed as hard copy. In the event that the electronically transmitted information supplied by issuing Agency is used in any manner other than under its sole control and for the specific purpose for which it was prepared, issuing Agency will not be liable for such use or for any loss or damage which may result.

Copyright in all drawings, specifications, reports and other documents produced by issuing Agency vests in and remain with the Agency unless otherwise provided. The copyright material may not be used, copied, handed on, modified or altered by the receiver, its servants, agents, contractors or licensees for any purpose other than authorised in writing by the issuing Agency.

---

**DOCUMENT TRANSMITTAL**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Your Ref: \_\_\_\_\_  
\_\_\_\_\_ Our Ref: \_\_\_\_\_  
Attention: Construction Supervisor Contact: \_\_\_\_\_  
Contract: \_\_\_\_\_ Phone: \_\_\_\_\_

Herewith: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For:     Information                       Resubmit                       Return to you  
          Approval                               Construction                 Other \_\_\_\_\_  
          Comment                               Quotation

---

Attachments documents have been checked and agree with above list:

Issued by: \_\_\_\_\_ Date: \_\_\_\_\_

Receipt Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

---

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Copyright in all drawings, specifications, reports and other documents produced by issuing Agency vests in and remain with the Agency unless otherwise provided. The copyright material may not be used, copied, handed on, modified or altered by the receiver, its servants, agents, contractors or licensees for any purpose other than authorised in writing by the issuing Agency.

## **APPROVAL OF SUBCONTRACTORS**

The Conditions of Contract preclude subcontracting without the consent of the Construction Supervisor.

### **PROCEDURES**

On becoming aware of a subcontractor moving on to the site, the Construction Supervisor will verify that the subcontractor has been approved.

In the event of the subcontractor not being approved, the Construction Supervisor will notify the Contractor of the breach of contract.

### **RESPONSIBILITIES**

The Construction Supervisor and his delegates are responsible for monitoring site operations and so becoming aware of subcontractors.

These staff are responsible for checking whether subcontractors have been approved and advising the Construction Supervisor of non-approved subcontractors working on the site.

The Construction Supervisor is responsible for following up with the Contractor to ensure that the provisions of the Contract are followed.

### **RECORDS**

File XXXXX.005.03 - Approval of Proposed Subcontractors

### **ATTACHMENTS**

Nil.

## **SITE INSTRUCTIONS**

For minor matters, or when insufficient time is available to issue a formal letter, authorised staff may issue a Site Instruction to the Contractor.

### **PROCEDURES**

Staff who have the necessary authority will issue instructions to the Contractor as required.

Instructions may only be issued for work that is specified in the Contract and not for any new work or any activity that could be construed as a variation or result in an extension of time claim.

Instructions must refer to the relevant Specification clause or drawing.

A copy is to be filed in a dedicated site file and the Site Instructions Register completed.

A copy is to be forwarded to the Construction Supervisor on the day that it is issued.

### **RESPONSIBILITIES**

Authorised staff are responsible for completing the Instructions, maintaining registers and ensuring correct distribution of copies.

### **RECORDS**

File XXXXX/XXX/XX – as appropriate  
Correspondence to the Contractor

### **ATTACHMENTS**

Site Instruction form.

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NAME”**

**SITE INSTRUCTION**

No.: \_\_\_\_\_

Subject: \_\_\_\_\_

Reference: \_\_\_\_\_

In accordance with Clause \_\_\_\_\_ of the Conditions of Contract and/or  
\_\_\_\_\_ of the Technical Specifications, you are hereby instructed as follows.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for instruction:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instruction does/does not constitute a variation nor does it give reason for an extension of time.

\_\_\_\_\_  
Construction Supervisor [or delegate]

\_\_\_\_\_  
Date

Received by: \_\_\_\_\_  
(Contractor’s Representative)

\_\_\_\_\_  
Date

- Original: Contractor
- Copy: Site Office
- Copy: Construction Supervisor (and then file)
- File No.: \_\_\_\_\_

## DAILY DIARIES AND REPORTS

Daily reports are used to maintain a record of significant events and activities for later use in preparing reports or addressing contractual claims.

All supervisory staff must maintain a daily diary in which notes and records of daily activities and conversations are kept. The diary is not a substitute for the daily report and needs to record:

general daily activities. Every day must be recorded. If there is no work carried out on a given day, or the recorder is absent for any reason, these details need to be recorded;

- telephone calls made or received with details of the conversation;
- details of all substantial conversations held with the Contractor, as well as any instructions issued and commitments made by either party;
- any work or material not conforming to the specified requirements, as well as the action taken;
- unforeseen conditions or other problems that may affect the Contractor

## PROCEDURES

As well as maintaining a comprehensive diary, Inspectors will compile a Daily Report and a General Report recording daily events on the aspects of the work for which they are responsible. The report will be prepared for each main feature of the work and be completed for all normal working days irrespective of whether or not any progress was accomplished.

The following information will be recorded:

- areas/structures where work is in progress, with details of work being performed and the major plant and approximate number and classification of men involved;
- when work commences in a new area or on a new structure;
- when work has stopped for a period;
- concrete placements achieved, including start and finish times;
- subcontractors on site and location of areas where working;
- details of any lost time due to industrial disputes, weather etc;
- arrival/departure of major items of plant;
- significant non-availability of major/critical items of plant;
- arrival of major items of material;
- directions/instructions given to the Contractor, other than those of a routine nature; and
- significant changes to the Contractor's supervisory staff;

Inspectors will forward their reports to the Construction Supervisor on a daily basis. The Construction Supervisor will note any matter requiring his action and initial the

reports as having been received and reviewed. Any follow-up action required and carried out will be documented in the reports.

Construction Supervisor will maintain files of the Inspector's reports and ensure that the reports are submitted daily.

Daily information such as rainfall, site delays and visitors will be recorded by the Construction Supervisor on a Miscellaneous Information form. These forms will be retained in a working file by the Construction Supervisor.

## **RESPONSIBILITIES**

Inspectors are responsible for preparing fully detailed reports on all areas of the work for which they are responsible.

Construction Supervisor is responsible for reviewing the reports on a daily basis and taking action where necessary and for completing a Miscellaneous Information form.

## **RECORDS**

Daily Report  
Weekly Information  
Inspection Checklists (Refer Quality Control Manual)  
XXXXX.007.05 - Daily Reports.

## **ATTACHMENTS**

Daily Report  
Weekly Information

**DAILY REPORT - "INSERT CONTRACT NAME", "INSERT CONTRACT NUMBER"**

<b>CSR/Inspector:</b>				<b>Date:</b>	
Weather: Sunny Cloudy Overcast		Rain: _____mm		Time worked from _____ to _____	
<b>Personnel on Site</b>	<b>WORK IN PROGRESS</b>				<b>Access Road conditions:</b>
	Description	Location	Remarks		
					<b>Instructions or Warnings issued:</b>
Total:					
<b>Sub-Contractors</b>	<b>FIELD TESTS</b>				<b>Important matters discussed:</b>
	Test	Location	Results	Remarks	
Total:					
<b>Major Plant on Site</b>					
					<b>Safeguards (env, social, OHS):</b>
	<b>TEST SAMPLES</b>				
	Material	Location	Test	Remarks	
					<b>Materials received on site:</b>
<b>Visitors:</b>					
<b>Signature:</b>					



**Notes:**

<i>Provide full explanations</i>	<i>Instructions or Warnings issued? Important matters discussed? Safeguards (env, social, OHS) problems?</i>

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**WEEKLY INFORMATION**

**Week Ending** \_\_\_\_\_

**WEATHER OBSERVATIONS:**

Day	mm Rain	Weather Details
Sun		
Mon		
Tue		
Wed		
Thu		
Fri		
Sat		

**SITE DELAYS:**

Date	Feature	Duration	Cause/Remarks (eg weather, power outage, industrial, access out, equipment failure, etc)

## **HANDOVER BOOK**

Where shift work is required or work is spread over a relatively large site, a “Handover Book” is a convenient means of passing on information to other site staff without having to actually locate and speak to each individual. Also, the information is readily available for future reference by all concerned.

Properly used, the Handover Book will be an extremely useful record of contractual information.

### **PROCEDURES**

A Handover Book will be prepared for each section of the work under the control of the delegated site staff.

Each Handover Book will be held at a central point and perused by relevant staff at regular intervals. New entries will be initialled to indicate that they have been seen and the information noted.

The Handover Book will be used for recording and advising the following:

- work in progress at shift change and other information for the oncoming inspector;
- messages, directions and/or instructions from (and to) site staff;
- field copies of Site Instructions; and
- tests, measurements, etc done or taken during the shift.

### **RESPONSIBILITIES**

The Construction Supervisor is responsible for setting up the Handover Books for the contract. The persons delegated by the Construction Supervisor will be responsible for the administration of the Handover book.

Inspectors and site engineers are responsible for utilising the Handover Book in accordance with the specified procedures.

### **RECORDS**

Handover Books retained by the Construction Supervisor as each book is filled.

### **ATTACHMENTS**

Nil.

## QUALITY CONTROL - FIELD INSPECTION

Part of the supervision role is to ensure that construction is carried out in accordance with the specified standards.

### PROCEDURES

Procedures for field inspection will be developed by the Construction Supervisor after review of the Contractor's Quality Assurance system (if required by the Contract) and the requirements of the Specifications. These procedures will form a separate manual to this Contract Administration Manual and will be the Quality Control Manual.

Procedures will include check lists to permit the systematic checking, inspection and acceptance of works, record sheets to record the details of an activity as it is happening and report sheets to summarise the results of an activity after its completion.

The date and findings of all inspections will be recorded, together with pertinent details of remedial work or corrective work directed. Follow-up inspections will be carried out to verify that the remedial work has been carried out, and findings again recorded.

The check lists and record sheets are to be completed as the work is in progress. Inspection staff must not write information on other pieces of paper or notebooks and later transfer them to these sheets, rather they must be completed at the time the event is occurring and, whilst care must be taken to keep the sheets neat and legible, it is understood that in the course of the work they may become soiled or creased.

The Contractor will be advised immediately, by the issue of a Non-conformance Notice, if any inspection reveals that work does not conform to the requirements of the Specification.

The Contractor will produce a Corrective Action Request, based on the Non-conformance Notice, indicating how the non-conformance (defect) will be rectified.

Construction Supervisor will ensure that the Contractor corrects all non-conformances.

After the concurred rectification works is completed, the Non-conformance Notice is closed out by completing the form and the register.

### RESPONSIBILITIES

The Construction Supervisor is responsible for:

- in conjunction with other designated staff, preparing the Construction Quality Control Procedures;
- ensuring that site staff are inspecting the works to the appropriate standard; and
- signing non-conformance notices.

The Construction Supervisor's delegates are responsible for:

ensuring all work is inspected as and when necessary and that all work conforms with the requirements of the Specification;  
ensuring all inspections are recorded on suitable forms;  
if authorised, signing non-conformance notices; and  
ensuring the Contractor is issued with the appropriate non-conformance notice.

All field staff are responsible for quality control checking and identifying non-conformances.

## **RECORDS**

Non-conformance Notices  
Corrective Action Request  
XXXX.015.01 Non-conformances and Corrective Action  
Inspection forms, as applicable

## **ATTACHMENTS**

Non-conformance Notice  
Corrective Action Request

---

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**NON-CONFORMANCE NOTICE**

**No. \_\_\_\_\_**

To: \_\_\_\_\_

You are hereby notified that  tests /  inspection /  survey checks indicate that the

\_\_\_\_\_

\_\_\_\_\_

does not conform to requirements of the Specification/Drawing. The Specification/Drawing violated is Section \_\_\_\_\_, Clause \_\_\_\_\_, Drawing Number \_\_\_\_\_. Under the provisions of the Specification/Drawing, the requirements are:

\_\_\_\_\_

Non-conforming work may be required to be removed and replaced at no cost to the Employer.

It is your responsibility to determine the corrective action necessary, and to determine whether you wish to discontinue operations until additional investigation confirms or refutes the initial findings.

Your proposed remedial action should be submitted for review.

\_\_\_\_\_  
Construction Supervisor

\_\_\_\_\_  
Date

Non-conformance Notice was received by Contractor on \_\_\_\_\_

\_\_\_\_\_  
Contractor's representative

\_\_\_\_\_  
Date

**REMEDIAL ACTION APPROVED:**

**REMEDIAL ACTION COMPLETED:**

\_\_\_\_\_  
Construction Supervisor

\_\_\_\_\_  
Date

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**CORRECTIVE ACTION REQUEST**

**No. \_\_\_\_\_**

Audit No.		
Date of audit:		
Auditor:	Contractor's Representative:	Area audited:
Non-conformance:		
Signature:		
_____		_____
Contractor's Representative		Date
Signature:		
_____		_____
Auditor		Date
Corrective action proposed:		
Date for completion of corrective action:		
Signature:		
_____		_____
Contractor's Representative		Date
Signature:		
_____		_____
Construction Supervisor		Date
Corrective action implemented:		
Signature:		
_____		_____
Construction Supervisor		Date

## **SURVEY AND SAFEGUARD CHECKS**

One of site supervision roles is to ensure that the Contractor's work is to the specified quality and that safeguard requirements are being adhered to. This includes checking that work is to the dimensions and tolerances required by the Contract, and that local community members are being kept informed of progress. It is noted that the Contractor is fully responsible for the accuracy of setting out.

There may be certain stages of construction where the Contract specifically requires the Contractor to stop and await a survey check and approval/acceptance before covering up the work and/or to rectify a safeguard non-compliance issue. If the Contract does not specifically have such a requirement, the Construction Supervisor can direct the Contractor not to proceed beyond a certain construction stage (and cover up work) until a survey check/safeguard check has been undertaken, and approval/acceptance has been given.

### **PROCEDURES**

The Construction Supervisor will review the Contract Documents and the Contractor's proposed quality assurance procedures to identify any mandatory check points requiring approval/acceptance and will compile a list of requirements, with the relevant clause number.

The Construction Supervisor will decide on any other check points. These check points will be incorporated into this Procedure.

The Construction Supervisor will advise the Contractor on what is to be checked.

Standard procedures will be agreed between the Construction Supervisor and the Contractor.

The practice of the Contractor using Agency's survey information to correct deficiencies will not be allowed. The Contractor will not be given the full survey information but merely advised that a section is acceptable or not.

If survey checks show that the work conform to the specified requirements, the Surveyor will orally advise the Construction Supervisor and the Contractor and note this in his survey record. This will be followed by confirmation in writing.

If results are non-conforming, the Surveyor and Construction Supervisor will discuss and the Construction Supervisor will decide either:

for a minor non-conformance, the Contractor may either leave as is or carry out some minor rework, or

for a serious non-conformance, rework, etc., and resubmission is necessary.

All non-conformances will be advised in writing to the Contractor using the Non-conformance Notice (see Procedure CA12 - Quality Control – Field Inspection).



## **RESPONSIBILITIES**

The Construction Supervisor is responsible for compiling a list of check points.

The Construction Supervisor is responsible for ensuring that the system reflects the requirements of the Contract and that the system is followed.

The Construction Supervisor's delegates are responsible for:

- ensuring that the system works on a day-by-day basis;
- the Construction Supervisor is advised of potential problems;
- ensuring results pass promptly to the Contractor; and
- ensuring that all areas/sections that are to be checked, do in fact get checked and eventually conform to requirements.

## **RECORDS**

List of Survey Check Points.

Surveyor's work files

Computerised calculations - original and back-up files and hard copy

File XXXX.015.01 - Non-conformance Notices and Corrective Action

File XXXX.014.03 – Survey, Setting out and Control

Contractor's submission of corrective action

## **ATTACHMENTS**

Nil.

## **PHOTOGRAPHS**

Regular photographs document a pictorial report of work progress ,and the compliance with safeguard requirements, and provide a record of issue related events. Photo's should include witness requirements of community meetings, toolbox meetings, waste management as well as construction of the works.

## **PROCEDURES**

Site staff will photograph special features or issues as they occur.

Where the Agency is responsible for the taking of progress photographs, the Construction Supervisor will arrange twice monthly photographs of all major parts of the contract. Where possible, such photographs will be taken from the same vantage point to provide a clear comparison of progress.

Where the Contractors are responsible for the taking of photographs, Construction Supervisor will instruct the Contractor as to where photos are to be taken by means of a "Photographs to be Taken" form. Construction Supervisor will monitor the Contractor to ensure that photos have been taken. On delivery of the photographs by the Contractor, the Construction Supervisor will check them for compliance.

After verification that the photographs are as required, Construction Supervisor will pass them to the Office Manager who will electronically store them, indicating the date and location of the photograph.

## **RESPONSIBILITIES**

The Construction Supervisor will arrange monthly filing of photographs.

Site staff will photograph events, special features and issues as they occur. They will prepare a Photographic Register event.

Site staff will instruct the Contractor in the taking of progress photographs and ensure that the required photographs are submitted.

The Office Manager will establish and maintain and store all photographs in an appropriate manner.

## **RECORDS**

Electronic Register  
Instruction for taking of Photographs form  
Photographic Record Checklist

## **ATTACHMENTS**

Instruction for taking of Photographs form

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**INSTRUCTION FOR TAKING OF PHOTOGRAPHS**

In accordance with clause \_\_\_\_\_ of the Specification, you are instructed to take the following photographs:

Location	Description	No. Required

The photographs are to be taken in the period from \_\_\_\_\_ to \_\_\_\_\_ and be submitted in the specified format and numbers by \_\_\_\_\_.

\_\_\_\_\_  
Construction Supervisor

\_\_\_\_\_  
Date

## QUALITY AUDITS

Quality Audits are necessary on contracts, where construction is carried out under a Quality Assurance System, to detect procedures which are at variance with those set out in the Contractor's approved plan and the CESMP

### PROCEDURES

The Construction Supervisor will prepare a Quality Audit Plan for the contract which will specify the scope, type and frequency of Quality Audits to be undertaken. Audits will establish that procedures herein have been followed.

The Quality Audit Plan is located in the Quality Control Manual (QCM)

The auditor will give at least 7 days' notice in writing to the Contractor of the intended audit and will specify which aspects of the work are to be audited.

Prior to the audit being undertaken, the auditor will prepare checklists of specific details of procedures to be audited.

At the start of the audit, the auditor will hold an audit opening meeting to explain the purpose and procedure to be adopted for the audit with all persons involved in the audit. Attendees at the meeting will complete an attendance sheet.

The auditor will undertake the audit using the prepared checklists. Any non-conformances will be noted and details entered on Non-conformance Notice and Corrective Action Request forms. Separate forms will be completed for each non-conformance.

At the completion of the audit, the auditor will hold a closing meeting with the Contractor and the Construction Supervisor to explain the results of the audit and to hand over any Non-conformance Notice and Corrective Action Requests. The Contractor will sign the requests signifying that he understands the nature of the non-conformance.

The auditor will forward an audit report to the Contractor within 14 days, giving a full account of the audit undertaken. A copy of the audit report will be forwarded to the Construction Supervisor.

The Construction Supervisor will ensure that the Contractor proposes a means to correct each non-conformance and undertake action to prevent a recurrence of any non-conformance. This will be outlined in the Contractor's Corrective Action Request. The Construction Supervisor must concur with the proposed means for correction is considered acceptable.

The Construction Supervisor will follow up on any proposed actions as a result of the audit and will complete the close out section of the forms when action has been undertaken in a satisfactory manner.

## **RESPONSIBILITIES**

The Construction Supervisor will:

prepare a quality audit plan for the contract;  
ensure that the Contractor proposes dispositions for non-conformances and corrective actions; and  
concur with proposed satisfactory dispositions and follow up on any dispositions or corrective actions to be undertaken.

The auditors will:

give notice of intended audits;  
prepare checklists for use during an audit;  
undertake the audit and complete any necessary Non-conformance Notifications and Corrective Action Requests;  
maintain records of quality audits undertaken.  
complete an audit report for each audit.

## **RECORDS**

Quality Audit checklists (Refer Quality Control Plan)

File XXXXX.015.02 - Audit Reports

File XXXXX.015.01 - Non-conformance Notices & Corrective Action Request Forms

## **ATTACHMENTS**

Nil

## SITE MEETINGS AND MINUTES

Regular, properly conducted meetings, with agreed minutes, should reduce the number of contractual letters between the Construction Supervisor and Contractor.

### PROCEDURES

Site meetings will be held on a regular basis at intervals of not more than one month.

Where a contract involves more than one contractor, an initial co-ordination meeting with all contractors will be held and subsequent meetings held between two or more contractors on an as-required basis.

The procedure to be adopted will be agreed at the initial Site Meeting to be convened soon after the award of the Contract (see Procedure No. CA06 - Contract Commencement). Matters which will be agreed include the following:

- frequency of meetings;
- time and location of meetings;
- personnel to attend;
- recording of minutes.

The Construction Supervisor will arrange the meetings and set an agenda. Meetings will follow a standard agenda including the following general topics:

- matters arising from previous meeting and confirmation of previous minutes;
- review of progress and any problems;
- review of planning;
- outstanding correspondence;
- new matters raised by Contractor;
- new matters raised by Construction Supervisor;
- community concerns & site safeguards
- next meeting.

Discussions on individual matters should not become too prolonged. If an issue cannot be resolved satisfactorily or requires further discussion, a special meeting should be arranged to deal with the topic. This will then allow the meeting to progress onto the other matters on the agenda.

The regular Site Meeting should not be used for discussing claims or contentious issues, these being left to special meetings, possibly with fewer people in attendance, and after further research.

As soon as possible after the meeting a draft set of minutes will be prepared by the Construction Supervisor. Minutes will be limited to the recording of progress, agreements, approvals, requests and decisions and must never attempt to record everything said. Copies of the draft minutes will be forwarded to the Construction Supervisor and Contractor and any agreed changes incorporated.

After agreement, the minutes will be signed by the Construction Supervisor and Contractor.

If the Contractor does not agree with the minutes, a note of the point(s) of disagreement is to be attached to the file copy of the minutes.

Copies of the signed minutes will be placed on the appropriate file and forwarded to the Contractor and to any person responsible for initiating some action.

Each meeting and minute will be numbered consecutively.

## **RESPONSIBILITIES**

The Construction Supervisor is responsible for:

- convening the meetings and preparing and circulating an agenda;
- checking and signing the minutes.

Construction Supervisor's delegates are responsible for advising the Construction Supervisor of any items needing to be discussed at the meetings.

The Construction Supervisor is responsible for taking notes of the meetings, preparing minutes and obtaining signed copies of the agreed minutes.

## **RECORDS**

File XXXX.007.02 - Record of Meetings with Contractor

## **ATTACHMENTS**

Sample of Agenda  
Minutes of Meetings Proforma

**“INSERT CONTRACT NAME”**

**“INSET CONTRACT NUMBER”**

**MEETING AGENDA**

Agenda for Meeting No. \_\_\_\_ to be held in the Construction Supervisor's Office at \_\_\_\_\_ hours on \_\_\_\_\_, 20\_\_.

1. Matters arising from Previous Meeting
2. Progress of Works
  - a. Temporary Works
  - b. Materials Processing - General
  - c. Permanent Works: [Separate into main features]
3. Planning of the Works
4. Safeguards
  - a. Site Safety
  - b. Community Safety and other concerns
  - c. Environment including waste management
5. Problems (Technical and Contractual)
  - a. Existing
  - b. Potential
6. Outstanding Correspondence
7. New Matters Raised by Contractor (Technical and Contractual)
8. New Matters Raised by Construction Supervisor (Technical and Contractual)



---

**"INSERT CONTRACT NAME"**

**"INSERT CONTRACT NUMBER"**

**MINUTES OF MEETING No. \_\_\_\_**

Meeting held in the Construction Supervisor's Office on \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ hours.

Present

Employer:

Construction Supervisor:

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Matters Arising From Previous Meeting
- 2.
- 3.
- 4.
- etc

Action By:

Meeting closed at \_\_\_\_\_ hours.

Minutes of Meeting Agreed:

\_\_\_\_\_  
Construction Supervisor

\_\_\_\_\_  
Contractor

## **GENERAL MEETINGS**

Regular meetings are necessary to keep all site staff and the client informed of progress and problems.

### **PROCEDURES**

Within the first month after the contract commencement, the Construction Supervisor will produce a schedule of all required meetings (other than formal meetings with the Contractor under Procedure CA16 - Site Meetings and Minutes) such as those required to be held with the client and for internal purposes.

The Construction Supervisor will nominate a chairperson who will organise the meetings and prepare and distribute agenda.

For all meetings, other than internal staff briefings organised by the Agency, minutes will be prepared by a person nominated by the chairperson.

The chairperson will ensure that minutes are produced and circulated to attendees. The format of the minutes will be similar to that set out in Procedure CA16 - Site Meetings and Minutes.

### **RESPONSIBILITIES**

The Construction Supervisor is responsible for preparing and updating the schedule of meetings and ensuring the meetings take place as scheduled.

Construction Supervisor is responsible for chairing meetings for which they are nominated as chairperson.

Other site staff are responsible for attending and participating/contributing to the proceedings, as required/necessary.

### **RECORDS**

Minutes of meetings

### **ATTACHMENTS**

Nil.

## MONITORING OF PROGRESS

Regular monitoring and documentation of the progress of construction is essential to provide a measure of contract performance, a record of progress and an "as-built" program useful for an analysis of delay claims.

When delays and subsequent claims arise, the construction schedule will be an important reference point. **It is imperative that the construction schedule be understood and used properly.** When the critical path changes, the reasons must be recorded so that the information is available for any dispute that may arise.

### PROCEDURES

At the start of the contract, the Construction Supervisor will establish the initial Contractual Program on either suitable computer software or paper based Gant Chart. This program will be based on the one submitted by the Contractor for the Construction Supervisor's consent and will be in sufficient detail to identify individual features and the critical path(s).

Where possible, the same software as the Contractor will be used to facilitate data exchange.

The Contractual Program will be fixed as a "baseline" program and actual progress tracked to give a comparison between planned and actual progress.

As work progresses, actual progress data will be input on a regular basis for comparison with that planned in the Contractual Program. The progress data will be entered at least monthly but shorter periods may be preferable if the activities are of short duration and critical.

As they occur, delays will be recorded and analysed to determine whether or not an extension of time is applicable.

Construction Supervisor will maintain a special set of drawings and/or schedules on which progress, date of placement, erection or installation, date of inspection and of acceptance of various features of the work will be recorded.

Drawings and/or charts will be prepared for each major item of work such as, but not limited to, the following examples:

- excavation
- earthworks
- road pavements
- bridge substructures
- bridge superstructures
- anchor bars, rock bolts
- foundation drainage
- drilling
- grouting, including water pressure testing
- concrete placement

- embedded metalwork, including pipes
- structural steelwork erection
- pipework, internal and external
- architectural finishes
- tunnel/shaft operations.

## **RESPONSIBILITIES**

The Construction Supervisor is responsible for setting up and monitoring the overall progress on the accepted Contractual Program.

The Construction Supervisor's delegates are responsible for monitoring progress and maintaining detailed records for each area under their responsibility and passing the relevant information to the Construction Supervisor.

## **RECORDS**

Contractor's approved program  
Electronic data of program or Gant Chart

## **ATTACHMENTS**

Nil.

## **FINANCIAL PROGRESS MONITORING**

Effective contract management requires a system that will provide a realistic forecast of expenditure.

### **PROCEDURES**

The Construction Supervisor will check the theoretical cashflow estimates submitted by the Contractor based on the accepted construction program and major BOQ items.

Actual expenditure based on Interim Payments will be plotted and compared with the theoretical cashflow diagram.

When actual expenditure varies by 5% or more from the predicted cashflow, the Construction Supervisor will request the Contractor to submit a revised cashflow estimate.

### **RESPONSIBILITIES**

The Construction Supervisor is responsible for ensuring that the Contractor submits cashflow estimates, for checking the accuracy of these cashflow estimates and for monitoring actual expenditure.

### **RECORDS**

Cashflow estimates  
Cashflow diagram  
File XXXXX.009.02 - Financial Control.

### **ATTACHMENTS**

Nil.

## PROGRESS REPORTS

As part of the recording system for the contract the site staff are required to produce progress reports. These reports summarise the progress for the reporting period and note specific events during the period in order that the client and financing agencies are kept formally informed about the contract on a regular basis.

### PROCEDURES

In order that reports are produced in a timely fashion, the Construction Supervisor will set a report “close-off” date. This will be typically by the 26th of the month.

Construction Supervisor’s delegates will prepare the required input for sections which have been allocated to them and forward it to the Construction Supervisor no later than 3 working days before the “close-off” date.

Drawings detailing progress for the various contract features will be prepared on an appropriate CAD package and, where access to a colour photocopier is available, reproduced in colour.

The Construction Supervisor will prepare the required input for sections which have been allocated to him, will edit the various contributions to ensure common phraseology and will monitor preparation of the report to ensure that it is submitted to the Employer no later than 7 working days after the end of the reporting period.

The Office Manager will arrange typing, printing, binding and dispatch of the report.

Copies will be distributed to:

Employer	(to be agreed)
Financing agency	(to be agreed)
Construction Supervisor	1
Site	2

### RESPONSIBILITIES

The Construction Supervisor is responsible for preparing input for allocated sections of the report and for editing and checking the report.

The Construction Supervisor’s delegates are responsible for preparing input for allocated sections of the report.

The Office Manager is responsible for arranging typing, printing, binding and dispatch of the report.

### RECORDS

Monthly Report  
File XXXXX.007.01- Reports to Employer

**ATTACHMENTS**

Sample Monthly Report Table of Contents and task list

**MONTHLY REPORT**

**SAMPLE CONTENTS AND TASK LIST**

LIST OF FIGURES	Responsibility
LIST OF APPENDICES	Office Manager
LIST OF PHOTOGRAPHS	Office Manager
EXECUTIVE SUMMARY	Construction Supervisor
PROGRESS	Construction Supervisor
Design	Construction Supervisor
Construction	Construction Supervisor
Financial	Construction Supervisor
ISSUES	Construction Supervisor
1. CONTRACT DESCRIPTION	Office Manager
1.1 CONTRACT DESCRIPTION	Office Manager
General Description	Office Manager
Location	Office Manager
Scope of the Works	Office Manager
1.2 THE CONTRACT	Construction Supervisor
Contractor	Construction Supervisor
Contract Price	Construction Supervisor
Contract Completion Date(s)	Construction Supervisor
2. ISSUES TO BE RESOLVED	Construction Supervisor
3. WORKS ACTIVITIES	Construction Supervisor
3.1 DESIGN	Construction Supervisor
3.2 CONSTRUCTION	Construction Supervisor
4. QUALITY ASSURANCE/QUALITY CONTROL	Construction Supervisor
5. SAFEGUARDS	Construction Supervisor
a. Site Safety	Construction Supervisor
b. Community Safety and other concerns	Construction Supervisor



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c.	Environment including waste management	
6.	CONTRACTOR'S RESOURCES	Construction Supervisor
6.1	PERSONNEL	Construction Supervisor
6.2	PLANT AND EQUIPMENT	Construction Supervisor
6.3	SUB-CONTRACTS	Construction Supervisor
7.	PROGRAM AND PROGRESS	Construction Supervisor
8.	FINANCIAL	Construction Supervisor
8.1.	CONTRACT PAYMENTS	Construction Supervisor
8.2.	VARIATIONS	Construction Supervisor
8.3.	DAYWORKS	Construction Supervisor
8.4.	CLAIMS	Construction Supervisor
9.	SITE STAFFING	Office Manager
10.	SITE VISITORS	Office Manager
FIGURES		
1	Contract Layout	Office Manager
2	Site Organisation Chart	Office Manager
3	Contract Program	Construction Supervisor
4	Contract Progress - Feature 1	Construction Supervisor
5	Contract Progress - Feature 2	Construction Supervisor
6	Contract Progress - Feature 3	Construction Supervisor
7	Contract Progress - Feature 4, etc.	Construction Supervisor
APPENDICES		
1	Meteorology Records	Construction Supervisor
2	Site Staffing	Office Manager
3	Contractor's Staffing Report	Construction Supervisor
4	Recorded Complaints and Grievances	Construction Supervisor

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5	List of Subcontractors	Construction Supervisor
6	Contractor's Plant and Equipment List	Construction Supervisor
7	Financial Summary	Construction Supervisor
7.1	Summary of Interim Statement for the Month	Construction Supervisor
7.2	Summary of Progress Payments	Construction Supervisor
7.3	Summary of Variation Orders	Construction Supervisor
7.4	Summary of Daywork Orders	Construction Supervisor
7.5	Summary of Request for Prices	Construction Supervisor
7.6	Summary of Notices of Intention to Claim	Construction Supervisor
7.7	Summary of Claims	Construction Supervisor
7.8	Revised Estimated Value of Works	Construction Supervisor

## MEASUREMENT AND CERTIFICATION OF QUANTITIES

Under the General Conditions of Contract the Construction Supervisor is required to determine the value of the Works (Refer clause 5.9.4 of General Conditions of Contract).

The intention of this procedure is to ensure that correct Interim Payment Certificates are produced quickly and that a minimum of effort is required to finalise quantities at the completion of the Contract.

### PROCEDURES

#### SUMMARY

It is mandatory to give reasonable notice to the Contractor when taking measurements is intended. The Notice of Measurement form will be used to give notice.

The Construction Supervisor's and Contractor's staff must meet regularly to review measurement records and quantity calculations. These meetings must ensure that all items are measured and measurements, calculations, etc., are correct. Items for which agreement cannot be reached will be recorded. Payment will be made of the quantity calculated by the Construction Supervisor's staff until the differences are resolved.

The Interim Statements will be checked against the QS forms and other calculations made by site staff. Pay quantities will be reconciled or provisional payments will be made on Construction Supervisor's calculations and payment will be corrected on a following Interim Certificate.

The Construction Supervisor will review Interim Statements based on QS Forms, calculations and other data submitted to him by site staff and the Contractor. Interim Statements will be reviewed by the Construction Supervisor and certified by him prior to forwarding to the Employer for payment.

#### MEASUREMENTS

The system of measurement adopted for each item will be agreed between the Construction Supervisor and the Contractor. These systems will be chosen for practicality and economy in use of staff and accuracy in meeting provisions of the Contract. All final agreements with the Contractor will be recorded and placed on File No. XXXX.009.08 - Measurement of Work.

Quantities upon which payments will be made fall into three categories:

- quantities calculated from drawings using measured field dimensions and levels
- quantities physically measured in the field
- quantities based on weight either calculated or physically weighed.

#### **Quantities calculated**

Quantities for such items as concrete paid for on the basis of volume will be calculated from pay lines shown on the Drawings, within the limits specified for the appropriate items. All

---

calculations will refer to the appropriate drawings used and to field directions, if issued, to amend or clarify drawn dimensions. Field measurements will indicate work under each item completed within the specified limits.

### **Quantities physically measured**

In all cases the measurement should be witnessed by a representative of the Contractor and QS forms jointly certified. If a representative of the Contractor is not present, this will be noted on the QS form.

Specific methods for dealing with items embedded in concrete, non-embedded items and the use of surveyed cross-sections are dealt with in following sections of this Procedure.

### **Quantities based on weight**

Where the Contract calls for items to be paid at a unit rate per kilogram or tonne the methods of measuring such items will be agreed with the Contractor. The following guidelines will be used:

- computations of mass will be used only for recurrent items of regular shape which cannot be easily weighed, i.e. mass of structural steel shall be based on dimensions shown on shop drawings and the mass calculated using  $7,850 \text{ kg/m}^3$ ;
- individual small items will be weighed, if convenient, on approved scales which can be checked;
- the mass of large items of equipment or machinery will be accepted on the basis of weighbridge docket which must record the mass of all tare blocking and packing. Alternatively, manufacturer's shipping weights will be acceptable;
- the mass of multiple items such as reinforcing bars, rails, pipe specials and valves, etc, will be accepted if obtained from manufacturer's lists or catalogues. Very small items such as nuts, bolts, washers will be weighed in bulk and averaged to obtain individual mass if necessary; and
- the mass of coating materials, paint, gaskets, welding runs, grout and caulking materials applied at site are not included in computing mass for payment. Waste, off cuts and rolling margins will be disregarded.

## **SPECIFIC METHODS OF MEASUREMENT**

The following are specific methods which will be used for certain items of work to obtain the necessary accuracy and avoid duplication of payment. These methods relate mostly to items which cannot be checked later and require formal check out when the work is performed.

### **Surveyed cross-sections**

Where excavation is made to lines not actually defined on the Drawings or where large mass excavations are to be paid on the basis of surveyed cross sections, the procedures for measurement will be as follows:

a survey will be made of the original ground surface (after stripping) and before excavation is commenced. Further surveys will be made when portions of the work are to be measured for payment;

all surveys will be made jointly with the Contractor;

Site surveyor and the Contractor will prepare the appropriate plotted outputs, compare and agree them;

contract pay lines will be superimposed where required and the pay quantities computed to obtain agreed quantities;

the QS form will then be issued certifying the agreed measurement and quantity for payment. No further check will be required by the Construction Supervisor; and

all survey notes, computations and plotted outputs will be signed by the Site surveyor and the Contractor's representative.

### **QUANTITY SURVEY FORM**

This form is the basis of payment and is a contractual document which will be treated as a record for safe keeping until the Contract is finalised.

The following will be recorded:

- BOQ item being measured;
- the location of the work performed;
- the measurements recorded;
- the unit of measurement for payment; and
- the agreed quantity.

No alteration is to be made to a QS form unless both parties sign the alteration.

All QS forms will be numbered to identify the BOQ Item and the number of QS forms issued for that Item as follows:

XX.XX/XX/YY, where

XX.XX/XX = Item number in BOQ e.g. 03.08/01 - Random backfill

YY = Two digit sequential numbering 01,02,03, etc

QS forms will be filed by the Construction Supervisor who will be responsible for their safe-keeping.

QS forms will be filed under individual Bills, e.g. all QS forms issued for Bill 5 will be filed together, those for Bill 6 in a separate file, etc. Subdivision into separate items will be done by using dividers. The front of each file subdivision will contain a summary of quantities paid under that item identified by monthly payment and accumulated total.

Pay quantities in Interim Statements will be rounded off to the nearest unit. The final Progress Payment will be certified to the nearest tenth of a unit.

## PREPARATION OF THE QS FORM

The manner in which a QS form is made out cannot be standardised but the following basic rules will apply:

- both the Contractor and site staff will sign any alterations made to QS forms;
- cancellation to only part of a form will not be made but the whole form will be cancelled or superseded. A new QS form for the same work will record that a previously issued form has been cancelled;
- where the work is completed the QS form representing the final measurement will be recorded as "FINAL" and "Work Completed" written on the form;
- if an actual measurement is not made and a provisional payment is agreed upon with the Contractor the QS form will state "Provisional Payment" and the agreed quantity to be paid. All previous provisional payments will be cancelled by the issue of a QS form when measurements and/or calculations are made to finalise a pay quantity; and
- supporting data, cross sections, drawing numbers, field directions, etc will be listed for identification in support of the QS form.

## CALCULATIONS

All calculations will be made on standard Calculation Sheets. It is essential that calculations are clear, concise and set out to make for easy verification and cross checking. The accuracy to which calculations are made will be determined firstly by the order in which inaccuracies are magnified and secondly by the unit rate at which the relevant quantity will be paid.

As a general rule the following will be adopted:

- where constants or factors are adopted they will be agreed with the Contractor and placed on File XXXX.009.08; and
- quantities will not be rounded off in calculations. This will be done by the Construction Supervisor as set out above.

## **RESPONSIBILITIES**

The Construction Supervisor is responsible for ensuring that the physical measurement on site of the Contractor's work is carried out. He will delegate specific responsibilities to site staff for the taking of field measurements and the preparation of calculations to support the quantities certified for payment. He is responsible for examination of the Contractor's Interim Statements and for preparation of Interim Payment Certificates. He will prepare specific procedures for implementing submission of such data and reconcile all differences with the Contractor on measurement and payment.

Site staff are responsible for carrying out field measurements with the assistance of inspectors and preparing computations of quantities for payment or arranging for surveyors to undertake this work when required. They are also responsible for providing notification to the Contractor of intention to measure any part of the work.

Surveyors are responsible for carrying out all survey measurements and calculations.

## **RECORDS**

- Notices of measurement
- Quantity Survey Forms
- Calculation sheets
- Computer outputs
- Contractor's Interim Statements
- File XXXX.009.03 - Interim Payments
- File XXXX.009.08 - Measurement of Work
- Agreed Survey Records
- QS Form Files for Individual Items or Bills

## **ATTACHMENTS**

- Notice of Measurement Form
- Quantity Survey Form
- Summary of Quantities Form

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**NOTICE OF MEASUREMENT**

<b>To:</b> In accordance with Clause 5.9.4 of the General Conditions of Contract, you are advised that measurements which will be used in calculating quantities will take place at: Location: _____ BOQ Item No.: _____ Date: ____/____/_____ Time: _____ am/pm Should you choose to have a representative present, he should liaise with _____	
<b>NOTES</b> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
_____ <b>Construction Supervisor</b> _____ <b>Date</b>	<b>Received by:</b> _____ <b>Contractor’s Representative</b> _____ <b>Date</b>



---

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**QUANTITY SURVEY FORM - BOQ ITEM No. \_\_\_\_\_**

QS Form No. XX.XX/XX/XX

Sheet \_\_\_\_\_ of \_\_\_\_\_

Description of Work:

---

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Location: \_\_\_\_\_

Relevant Drawing Nos: \_\_\_\_\_

Where applicable, sketches, measurements, calcs, etc to be provided in this space

Agreed Quantity: \_\_\_\_\_

Agreed Between:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Supervisor

Date: \_\_\_\_\_

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**SUMMARY OF QUANTITIES**

Sheet \_\_\_\_ of \_\_\_\_

BOQ ITEM No. \_\_\_\_\_

Quantity in BOQ: \_\_\_\_\_

Rate in BOQ: \_\_\_\_\_

Date	Location	Dwg. No.	QS Form No.	Quantity	Sub Total	Cumulative Total

## **INTERIM PAYMENTS**

Payments can only be certified by the person with the delegated authority and that certification must be made within the time set out in the Contract. Checking of the Interim Statements must be done in a timely manner within these constraints.

### **PROCEDURES**

Work will be measured for payment in accordance with Procedure CA21 - Measurement and Certification of Quantities.

The Construction Supervisor will discuss quantities and amounts with the Contractor before an Interim Statement showing the quantities and value of work done for the month is submitted by the Contractor.

If there is no agreement with the Contractor on quantities or value, the Construction Supervisor will correct the submitted Interim Statements.

Within 21 days [or as specified in the contract] of receipt of the initialled Interim Statement the Construction Supervisor will sign the Statement, prepare an Payment Certificate and deliver both to the Employer.

### **RECORDS**

Survey and measurement records  
QS Forms  
Contractor's Interim Statement  
Payment Certificates  
File XXXX.009.03 - Interim Payments.

### **ATTACHMENTS**

Sample Progress Payment Certificate

**GOVERNMENT OF THE  
REPUBLIC OF VANUATU** MINISTRY  
OF INFRASTRUCTURE & PUBLIC  
UTILITIES  
PMB 9057, PORT VILA  
VANUATU



**GOUVERNEMENT DE LA  
RÉPUBLIQUE DE VANUATU**  
MINISTÈRE DE L'ÉQUIPEMENT  
ET DE L'AMÉNAGEMENT  
SPP 9057, PORT VILA  
VANUATU

TEL: (678) 22790

FAX: (678) 27714

**Contractor:**  
**Contract No:**  
**Payment Progress Certificate Number:**  
**Claim Period Month:**

1	Original Contract Value (excluding Contingency & Provincial Item)	VUV
2	Variations issued	VUV
3	Current Approved Contract Value	VUV

	Item	Cumulative Before this Claim (VUV)	This Claim (VUV)	Cumulative After this Claim (VUV)
4	Value of Service Provided (Refer attached Contract Extra)			
5	Retention (nil held for Advance Payment)			
6	Advance Payment			
7	Retention Return (at completion).			
8	Progress Payment due			

**Payment Due to Contractor for the Amount of** **VUV**

Payment Verification:

- A. Contractors Invoice
- B. Payment Letter from Supervisor
- C. Contract Budget Breakdown

Endorsed for Payment:

Signature: .....

Name and Date: .....

Position: Contract Supervisor Representative.....

Approved for Payment:

Signature: .....

Name and Date: .....

Position: Contract Supervisor.....

## **ISSUES**

Issues are circumstances that could result in future monetary or extension of time claims or necessitate variations.

Issues can be resolved rapidly, or can advance into claims or variations.

Each issue must be tracked until it is resolved or superseded by a variation or a claim, at which time it is transferred to the appropriate claims or variations register.

### **PROCEDURES**

When an issue becomes known, the Construction Supervisor will enter the details in the Issues Register.

All relevant documentation to do with a particular issue will be placed on the Issues file, with a divider being used for each issue.

If the issue evolves into a claim, or a variation is issued, the Issues Register will be noted with this fact and the documentation will be removed to the particular claim or variation file.

### **RESPONSIBILITIES**

All site staff are responsible for notifying the Construction Supervisor of any issue.

The Construction Supervisor is responsible for completing and maintaining the Issues Register.

### **RECORDS**

File XXXXX.006.01 - Issues  
Issues Register

### **ATTACHMENTS**

Nil.

## VARIATIONS

Variations occur in instances such as when design modifications are made or additional work is directed. Variation is deemed to be any change in the price or sequence within the original document.

It is important that, once it is realised that a variation is required, the instructions must be issued promptly to minimise any adverse effects this may have on the overall works.

Construction Supervisor must always seek approval before issuing a variation when the Employer has not delegated this authority to the Construction Supervisor. Because this process can be time-consuming, it is important that the Employer be presented with all known information and details about a variation so he is in a position to make a prompt decision (See variation approval process flowchart)

It is important that the variation is still within the nature of the contract and not a material change. A material change to the contract is where the variation departs from the original intent of the contract. For example if the road maintenance contract is to be varied to include some new road construction, then this is deemed to be a material change.

Excessive variations can result in claims for payment over and above the cost of carrying out the work. Such claims may include increased overheads, extensions of time and other ripple effects not foreseen when individual variations are being processed.

Care must be taken with the timing of issue of variations. If the contract period has passed, the issue of a variation could affect the recovery of liquidated damages. The actual situation will depend on the particular contract conditions.

## PROCEDURES

If "Approved for Construction Drawings" and/or specifications are revised, the Construction Supervisor will determine if the change constitutes a variation to the Contract, its extent and the terms and conditions under which the variation will be implemented. Extra work should not be ordered or changed drawings issued unless accompanied by a variation order.

If necessary, approval of the Employer will be sought.

If necessary, determine if the proposed variation requires an update of the social and environmental safeguards.

If possible, the value of the variation will be agreed with the Contractor before the variation is ordered.

If the Contract does not contain any applicable rates or prices for the varied work, the Construction Supervisor will forward a Request for Price form to the Contractor seeking new rates or prices.

If, after consultation with the Employer and the Contractor, a suitable rate or price cannot be agreed, the Construction Supervisor will determine a rate or price for the work. This will be notified in writing to both the Contractor and the Employer.

See Procedure CA05 - Contractual Correspondence for wording of variation and fixing of rates.

## **RESPONSIBILITIES**

The Construction Supervisor is responsible for:

determining if a change constitutes a variation to the Contract, its extent and the terms and conditions under which the variation will be implemented;  
if necessary, obtaining the Employer's approval for the variation;  
if necessary, determine if the proposed variation requires an update of the social and environmental safeguards  
if holding the authority, issuing a Variation Order. If not holding the authority, forward the pertinent documentation to the appropriate person for signature.  
Determining the valuation of the variation.  
Approve the variation, if provided delegation from the Employer.

Employers Responsibilities

- Approval the variation as the contracting authority

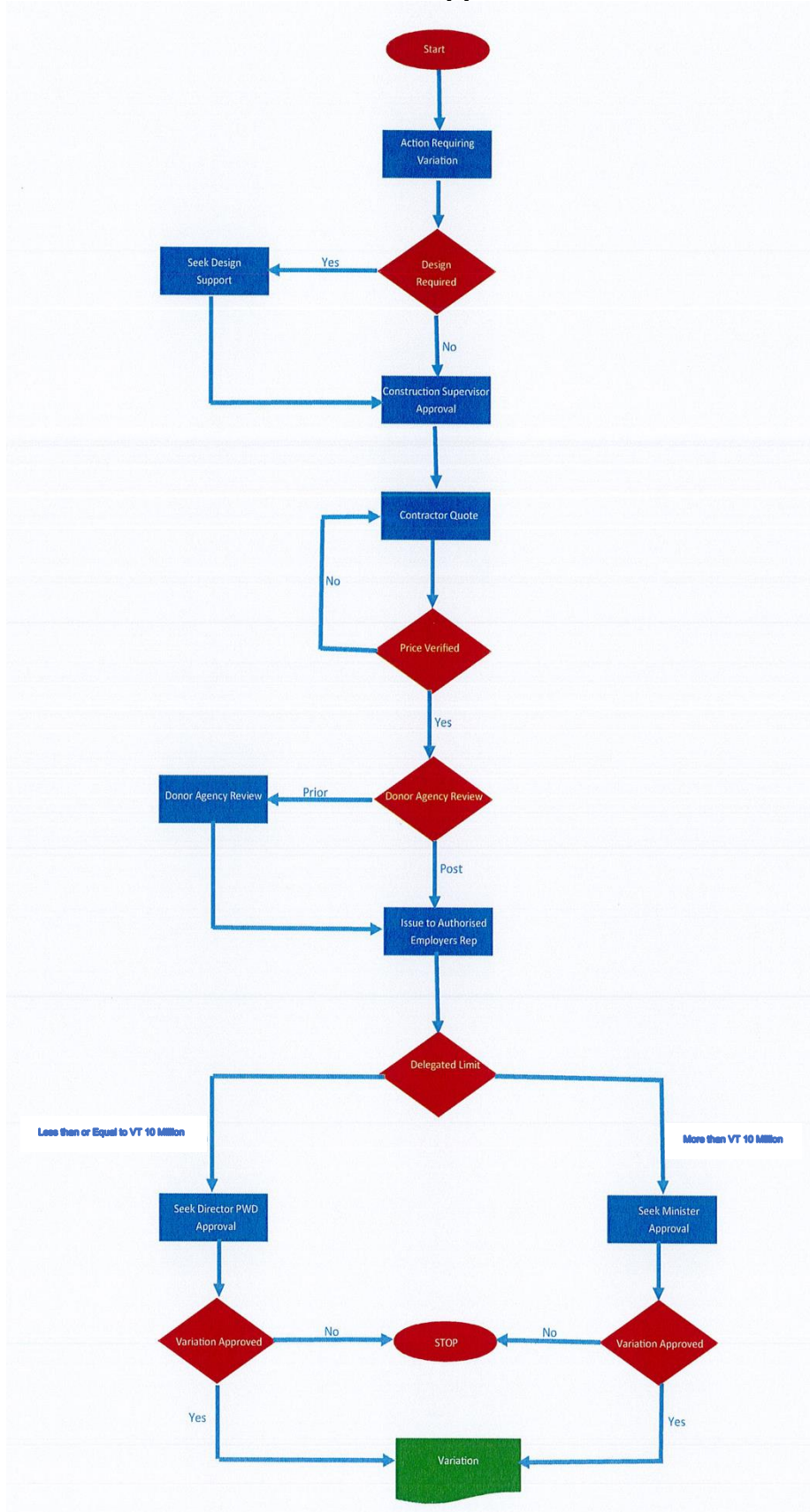
## **RECORDS**

Variations Register  
Variation checklist  
File XXXX.006.03 - Variation Orders  
Request for Price form  
Variation Orders

## **ATTACHMENTS**

Variation Approval Process Flowchart  
Variation checklist  
Request for Price form  
Sample Variation Order

### Variation Approval Process Flowchart





**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**VARIATION CHECKLIST**

Issue No:	
Type of variation:	
Location:	
Work described in Specification?	
Work shown on Drawings?	
Variation recommended?	
Applicable rates or prices in BOQ?	
Does this variation require review or update of safeguards approvals	
RFP issued?	
Contractor’s price proposal received?	
Will variation effect Time for Completion?	
Value of variation agreed with Contractor?	
Effect on time agreed with Contractor?	
Provisional rate necessary?	
Provisional rate determined?	
Rate fixed by Construction Supervisor?	
Employer’s approval necessary?	
Employer’s approval received?	
Variation No.:	

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**REQUEST FOR PRICE No. \_\_\_\_**

In accordance with the provision of Clause 5.2.2(2)(b) of the Conditions of Contract, the Contractor is hereby requested to submit, for the Construction Supervisor's consideration, a quotation for the item(s) of work listed in the schedule below:

**1. SCHEDULE**

Item No	Description	Unit	Quantity	Rate	Amount

**2. DRAWINGS**

*State drawing numbers*

**3. SPECIFICATION**

In accordance with the relevant sections of the Specification and letter reference \_\_\_\_\_ dated \_\_\_\_\_.

Requested by:

\_\_\_\_\_

Construction Supervisor

\_\_\_\_\_

Date

The Contractor's Representative  
ABC Contractors  
123 Main Street  
Sometown.

Dear Sir

***"INSERT CONTRACT NAME"***

***"INSERT CONTRACT NUMBER"***

**Variation Order No. \_\_**

Pursuant to sub-clause 5.8 of the Conditions of Contract, you are instructed to do the following:

[specify].

The work shall be carried out in accordance with the Contract Specification and with Drawing No.\_\_\_\_.

The value of this variation is agreed at \_\_\_\_\_. The valuation includes allowance for the following:

All direct costs associated with the varied work;  
All indirect costs and profit associated with the varied work;  
All impact costs associated with the varied work; and  
All costs associated with any ripple effects resulting from the varied work.

No adjustment to the Time for Completion will be made by reasons of the changes and/or additions instructed herein.

Yours faithfully,

Signature<sup>4</sup>

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<sup>4</sup> Determine who has the delegated powers to sign the variation, either Construction Supervisor or Employer Representative

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## EXTENSIONS OF TIME

Claims for extensions of time are common in construction contracts and frequently are not responded to expeditiously, resulting in a dispute.

NOTE: that it is not necessary that the Contractor submit a claim before the Construction Supervisor may award an extension of time, but that it generally would be in the Contractor's interest to submit a formal claim.

NOTE: that it may be a provision of the Contract that the approval of the Employer be obtained before awarding an extension of time.

In some contracts, the grounds for an extension of time are listed. The Contract must be reviewed to identify these grounds.

There are 3 types of delays:

Excusable, compensable (delays due to some act or omission of the Employer or Construction Supervisor),  
 Excusable, non-compensable (delays which are not the fault of either party), and  
 Non-excusable (delays caused by the Contractor).

In order that a delay be excusable in the technical sense, the delay must directly affect the ultimate contract completion date, i.e. it must be on the critical path. A delay that is not immediately seen as being on the critical path may ultimately affect the end completion date as the critical path can change through other events. For this reason, it is necessary that an up to date program, tracking all delays, be maintained.

Concurrent delays affect the entitlement, both to time and costs. Where concurrent delays affect the critical path, the following is generally applied:

<u>Delay type</u>	<u>Concurrent with</u>	<u>Entitlement</u>
Excusable, compensable	Excusable, non-compensable	Time, no costs
Excusable, compensable	Non-excusable	Time, no costs
Excusable, non-compensable	Non-excusable	Neither time nor costs

Extension of time claims are often accompanied by a claim for prolongation costs. An extension of time does not of itself cause extra cost. To prove that delay damages are applicable, a contractor must show that:

- an act, or failure to act, by the Employer or Construction Supervisor actually caused delay;
- the delay was unreasonable;
- there were no concurrent delays caused by the Contractor; and
- the delay caused an increase in the Contractor's costs.

Ambit, or total cost claims, are not accepted. It is necessary that the Contractor prove individual extra costs resulting from each variation, instruction or delay.

The types of costs that need to be considered in assessing delay damages are:

- extended overheads,
- idle labour,
- idle plant (ownership costs only),
- loss of productivity, etc.

Profit on delay damages is not applicable unless the Contractor can prove that delayed completion resulted in the loss of the opportunity to earn profit elsewhere using the resources that were delayed.

## **PROCEDURES**

On receipt of a claim, the Construction Supervisor will allocate a claim number and record the claim in the Extension of Time Claim Register.

The Construction Supervisor will review the claim in conjunction with site staff and determine the entitlement of the Contractor. A checklist will be used to ensure that all aspects are considered in the review.

After approval from the Employer (if necessary), the Construction Supervisor will prepare the advice of determination which will give details of the time awarded as well as the revised contract completion dates for the whole of the Works and for any separable sections.

When the determination is issued the Construction Supervisor will complete the Register with details of the award.

The Construction Supervisor will check that the Contractor submits a revised construction program that is updated to account for the revised completion dates.

## **RECORDS**

File XXXX.006.04 - Extensions of Time  
Extension of Time Claims Register  
Extension of Time checklist

## **ATTACHMENTS**

Extension of Time checklist.

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**EXTENSION OF TIME CHECKLIST**

Issue No:	
EOT Claim No.:	
Contractor's claim reference:	
Time claimed:	
Costs claimed:	
Time in calendar or working days?	
Cause of delay:	
Type of delay:	Excusable, compensable/ excusable, non-compensable/ non-excusable
Applicable Contract clause:	
Any associated notice provisions?	
Notice provisions complied with?	
Construction program checked?	
Will delay effect Time for Completion?	
Sections or Whole of Works affected?	
Any concurrent delays?	
Effect of concurrent delays?	
Extension of time justified?	
Period recommended:	

## **CONTRACTUAL CLAIMS AND DISPUTES**

The Contractor is entitled to claim under the Contract at any time during the Contract for additional costs arising from certain matters beyond its control and for costs associated with compensable delays.

When a claim is received it is most important that a full and complete investigation and examination is made at the time. It can be very difficult to reconstruct events at a later date when records may be scattered or personnel have left the contract.

Successful resolution of contract claims requires, as a starting point, the establishment of a proper basis of entitlement and supportable methods of quantification. Anything less must result in rejection of the claim.

Correspondence with the Contractor regarding approval or rejection of claims must be over the signature of the Construction Supervisor as allowed in the respective delegations.

### **PROCEDURES**

All claims or notifications of intended claims received will initially be referred to the Construction Supervisor.

Where a claim is likely to involve considerable input which may interfere with the normal duties of site staff, specialist assistance will be sought.

On receipt of a claim or notification of intended claim the Construction Supervisor will register the claim in the Claims Register and give it an identifying number.

The Construction Supervisor will advise the Employer of the claim and keep him informed as to the progress of examination and the possible outcome.

If no immediate resolution can be anticipated, receipt of the claim will be acknowledged by a letter under signature of the Construction Supervisor.

The claim will be reviewed:

for compliance or validity under the terms of the Contract, with attention being paid to specific requirements associated with the giving of notice, and for reasonableness of the amount claimed.

The Construction Supervisor will discuss the claim with the Contractor at the earliest opportunity, in order to gather more facts or information, and to discuss the results of the initial review. Often, there will be views or opinions which may not be fully understood in writing, and it is best to clarify any misunderstandings at an early stage, rather than be misled and to let a dispute arise.

Before proceeding to support or reject a major claim it must be referred to the Contracts Specialist, fully documented and supported by all available factual evidence.

After review and discussions with the Contractor a determination will be issued under the Construction Supervisor's signature.

Note that consultation with, or approval by, the Employer, may be necessary if the Conditions of Contract so provide, before a decision can be given to the Contractor.

If the Contractor disputes the determination, the claim may be referred to the Courts in Vanuatu for a decision.

## **RESPONSIBILITIES**

It is the responsibility of the Construction Supervisor to advise on the Contract provisions which allow or disallow the claim.

It is the responsibility of the site staff to assist with assessing the quantum claimed.

It is the responsibility of the Construction Supervisor to issue the determination of the claim.

In the event of a dispute, the issue may be referred to the Courts in Vanuatu for a decision.

## **RECORDS**

File XXXX.006.01 - Contractual Claims

File XXXX.006.04 - Disputes

Registers

## **ATTACHMENTS**

Sample Claims Assessment Table of Contents.



## **CLAIMS ASSESSMENT**

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1. SUMMARY
2. INTRODUCTION
  - 2.1 BACKGROUND
3. CRITICAL FACTS
  - 3.1 THE CONTRACT
  - 3.2 EXTENDED DATE
4. THE CONTRACTOR'S CLAIM
  - 4.1 CONTRACTUAL BASIS
  - 4.2 COSTS CLAIMED
5. RELEVANT CONTRACTUAL PROVISIONS
6. ASSESSMENT OF CLAIM
7. CONCLUSIONS AND RECOMMENDATIONS

## **DAYWORKS**

Dayworks are sometimes utilised for minor items of additional work.

### **PROCEDURES**

When doing work by Dayworks is considered desirable, the Construction Supervisor will prepare and issue a Dayworks Order for the work.

The site staff will pay close attention to work undertaken by Dayworks and record manpower, equipment and materials utilised for cross-checking the Contractor's daily records.

The site staff will review the Contractor's daily records and discuss and agree corrections with the Contractor. The agreed list and statement will be countersigned by the Construction Supervisor and one copy will be returned to the Contractor and the other copy will be retained by the Construction Supervisor for use in preparing Interim Payment Certificates.

### **RESPONSIBILITIES**

The Construction Supervisor is responsible for signing the Dayworks Order.

The site staff are responsible for ensuring records are submitted by the Contractor on a daily basis and signing daily records after agreement.

The Construction Supervisor is responsible for maintaining the records of Dayworks and arranging payment to be included with each Interim Certificate.

### **RECORDS**

Dayworks Orders  
Daily Dayworks Records  
Dayworks Register  
File XXXX.009.06 - Dayworks  
Contract Management System database

### **ATTACHMENTS**

Sample of Dayworks Order

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**DAYWORKS ORDER No. \_\_\_\_**

In accordance with and subject to the Conditions of Contract, the Contractor is hereby instructed to execute the following work by dayworks:

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Payment will be made in accordance with the Contract using the following rates:

Description (Manpower/materials/equipment)	Unit	Rate

Work done under this Dayworks Order shall not be separately measured for payment under any item in the Bill of Quantities.

\_\_\_\_\_  
Construction Supervisor                      Date

Received:

\_\_\_\_\_  
Contractor’s Representative                      Date

## WORK-AS-EXECUTED DRAWINGS

Work-as-Executed drawings are required to provide a record of the work as actually constructed.

### PROCEDURES<sup>5</sup>

The surveyor or draftsman will keep a dedicated set of drawings on which notes of changes to the drawings will be progressively recorded. These are not WAE drawings.

Site staff will advise of any work not in accordance with the drawings.

The notes of changes will be marked in red. Examples of notes are:

- “Site Instruction No.272 dated 14.09.99 change foundation width to 2.5m”, with an arrow to where on the drawing it applies; or
- “Variation No. 17 instructed paved shoulders to be 40mm BC”, with an arrow to where on the drawing it applies.

Site staff will regularly check that the Contractor is keeping accurate, properly marked-up work-as-executed drawings.

On submission of the work-as-executed drawings by the Contractor, the site staff will check that all changes have been incorporated.

Before issuing a Taking-Over Certificate, the Construction Supervisor will ensure that the Contractor has submitted the work-as-executed drawings as required.

### RESPONSIBILITIES

The site staff are responsible for providing information on changes to the work to the surveyor or draftsman.

The surveyor or draftsman is responsible for marking-up these changes on a master set of drawings.

The site staff are responsible for checking that all changes have been incorporated.

The Construction Supervisor is responsible for ensuring that the Contractor has submitted the work-as-executed drawings as required.

### RECORDS

Final set of work-as-executed drawings

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<sup>5</sup> This procedure is for when the Contractor is responsible for the WAE drawings

**ATTACHMENTS**

Nil.

## **CONTRACT COMPLETION**

Certain formalities need to be followed at the completion of the Contract.

### **PROCEDURES**

#### **TAKING OVER**

When the Construction Supervisor is satisfied that the stage of substantial completion is reached, he will prepare and issue a certificate of Completion of the Works. The Employer will take over the site and the Works within seven days of the Construction Supervisor's issuing of the certificate.

#### **LIQUIDATED DAMAGES**

Clause 5.12 of the General Conditions of Contracts, as supplemented by the Special Conditions of Contract, stipulates the amount(s) of Liquidated Damages due for late completion of Works or Sections.

It is not within the Construction Supervisor's authority as to whether Liquidated Damages are applied. The Construction Supervisor may recommend a course of action for the Employer to adopt, but in this the Construction Supervisor must be scrupulously fair to both Employer and Contractor.

The Construction Supervisor will review the circumstances and determine the amounts of Liquidated Damages due under the Contract. In this he will be assisted by site staff who must assess any extenuating circumstances involving late completion of the Work.

The Construction Supervisor will issue the appropriate letter to the Employer based on the date of issue of the certificate of Completion of the Works and any approved Extension of Time.

#### **DEFECTS LIABILITY CERTIFICATE**

When all obligations under the Contract have been completed, including those required to be performed during the Defects Liability Period, the Construction Supervisor is required to issue a Defects Liability Certificate of a detailed account of the total amount that the Contractor considers payable under the Contract.

Between the date of issue of the certificate of Completion of the Works and the issue of the Defects Liability Certificate, the Construction Supervisor will ensure all outstanding matters of the Contract have been completed. These include:

finalisation of all repairs, rectification of defects, omissions etc. as instructed by the Construction Supervisor;

clean up and removal of all site facilities erected by the Contractor including restoration and rehabilitation of all areas as required under the Contract;

hand back of all facilities, camp accommodation and other camp amenities including repairs of damages and refurbishing as required under the Contract; and

hand over of all "as-built" drawings, manuals, maintenance and operation instructions, etc as required under the Contract.

## **RELEASE OF SECURITIES**

Clause 5.11 of the Conditions of Contract requires that the performance security is to remain valid until 30 days from the date of issue of the Certificate of Practical Completion in the case of a bank guarantee, and until one year after the from the date of issue of the Practical Completion Certificate in the case of a Performance Bond (if applicable)

The security is held by the Employer and it is up to him to affect the release however the Construction Supervisor, as part of the Contract wind-up procedures, will formally remind the Employer of this requirement when the Certificate of Practical Completion is issued.

## **RESPONSIBILITIES**

The site staff are responsible for coordinating the final inspection and acceptance of the areas of work under their responsibility to ensure all work complies with the Contract.

The Construction Supervisor is responsible for preparing and issuing the certificate of Completion of the Works, information for Liquidated Damages assessment, Defects Liability Certificate and Final Payment Statement.

## **RECORDS**

Certificate of Practical Completion of the Works  
Defects Liability Certificate  
File XXXX.005.01 - General Administration  
File XXXX.009.03 - Interim Payments

## **ATTACHMENTS**

Certificate of Practical Completion of the Works  
Defects Liability Certificate

To Contractor, copy to Employer.

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

BETWEEN

\_\_\_\_\_ (Employer)

AND

\_\_\_\_\_ Contractor)

FOR: \_\_\_\_\_

**CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

Pursuant to Clause 5.7.1 of the General Conditions of Contract, this is to certify that have been substantially completed in accordance with the Contract on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_ .

The following outstanding work and/or defects is/are to be completed and/or rectified with due expedition during the Defects Liability Period which shall be from the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_ to the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_ .

*(List any known outstanding work and defects)*

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Other outstanding work and/or defects as instructed by the Construction Supervisor during the Defects Liability Period are to be completed or rectified with due expedition after receiving notification.

\_\_\_\_\_  
Construction Supervisor



To Contractor, copy to Employer.

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

BETWEEN

\_\_\_\_\_ (Employer)

AND

\_\_\_\_\_ Contractor)

FOR: \_\_\_\_\_

**DEFECTS LIABILITY CERTIFICATE**

This is to certify that, as on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, all Work has been fully and satisfactorily executed and that the Contractor has fulfilled all its obligations under the Contract.

This Defects Liability Certificate is issued in accordance with Clause 5.7.2 of the Conditions of Contract.

\_\_\_\_\_  
Construction Supervisor

## **COMPLETION REPORT**

It is necessary to produce, within a set time frame of the contract having been completed, a report covering details of the execution of the contract. This will act as a record and learning tool by highlighting lessons learned on the Contract.

### **PROCEDURES**

The Construction Supervisor will allocate responsibility for various sections of the report.

Individuals will maintain informal files/folders on the sections allocated to them such that all the information is available when needed.

One month prior to the scheduled completion of the various features, individuals will prepare a draft of the respective sections.

The Construction Supervisor will edit all the drafts to ensure common phraseology.

Within one month of the final (if more than one) Completion Certificate being issued, the Construction Supervisor will submit a draft report to the Employer.

Within one month following review by the Employer and consideration of any comments, the Construction Supervisor will submit the final printed report.

### **RESPONSIBILITIES**

Individuals are responsible for drafting the various sections of the report as allocated by the Construction Supervisor.

The Construction Supervisor is responsible for editing all drafts, compiling the complete draft report and submitting it to the Employer.

The Construction Supervisor is responsible for finalising the report and submitting it to the Employer.

### **RECORDS**

Printed Completion Report  
File XXXX.007.01 - Reports to Employer

### **ATTACHMENTS**

Sample Report Table of Contents

## EXECUTIVE SUMMARY

1. INTRODUCTION
2. CONTRACT
  - 2.1. DESCRIPTION OF WORKS
  - 2.2. OPERATING PLAN
  - 2.3. CONTRACT COSTS
3. DETAILS OF CONTRACT
4. ACCESS TO SITE
5. RAINFALL AND RESERVOIR LEVEL
6. SAFEGUARDS
7. PROGRAM AND PROGRESS
  - 7.1. SPECIFIED CONSTRUCTION PERIODS
  - 7.2. CONTRACT PROGRAM
  - 7.3. CONSTRUCTION PROGRAMS
  - 7.4. PROGRESS
8. CONSTRUCTION SUPERVISOR'S ESTABLISHMENT
  - 8.1. STAFF AND ORGANISATION
  - 8.2. BUILDINGS AND FACILITIES
  - 8.3. SURVEY
  - 8.4. QUALITY CONTROL
  - 8.5. TRANSPORT
9. CONTRACTOR'S ESTABLISHMENT
  - 9.1. STAFF AND LABOUR
  - 9.2. BUILDINGS AND FACILITIES
  - 9.3. EQUIPMENT
10. QUALITY ASSURANCE
  - 10.1. CIVIL WORKS
  - 10.2. PLANT WORKS
11. ASSESSMENT OF CIVIL WORKS
12. PROBLEMS, SOLUTIONS AND RECOMMENDATIONS

## **ASSESSMENT OF CONTRACTOR'S PERFORMANCE**

To assist evaluation of future tenders an assessment is to be made of the Contractor's performance on the Contract, either during or at the end of the Contract period.

### **PROCEDURES**

The Construction Supervisor will compile a report on the Contractor's performance on the contract.

Prior to submission of the report to the Client, the assessment must be discussed with the Contractor. Any criticisms of the Contractor's performance must be explained and the Contractor given an opportunity to respond. Minutes of the meeting with the Contractor are to be taken and attached to the report.

### **RESPONSIBILITIES**

The Construction Supervisor is responsible for carrying out the assessment.

### **RECORDS**

File XXXXX.005.01 – General Administration

### **ATTACHMENTS**

Sample Performance Report.

**“INSERT CONTRACT NAME”**

**“INSERT CONTRACT NUMBER”**

**CONTRACTOR PERFORMANCE REPORT**

**General information**

Contractor name: \_\_\_\_\_ Contract No. \_\_\_\_\_

Contract description: \_\_\_\_\_

Original Contract period: \_\_\_\_\_ Date of commencement: \_\_\_\_\_

Original date for completion: \_\_\_\_\_ EOTs approved: \_\_\_\_\_

Actual date of completion: \_\_\_\_\_

Original Contract Price: \_\_\_\_\_ Final Contract Price: \_\_\_\_\_

**Contractor’s performance**

	Unsatisfactory	Acceptable	Good	Superior
Time management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of site personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management of subcontractors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health and safety management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial relations management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workforce or skills development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Co-operative relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall performance</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Suitability for further work**       Not suitable       Suitable  
*if “not suitable”, detailed reasons must be given*

The report has been forwarded to Contractor       yes       no

Recommended for further work       yes       no

If the recommendation is no, the unsatisfactory performance aspects have been discussed with:

Name of Contractor’s representative \_\_\_\_\_

Telephone \_\_\_\_\_ Date of discussion \_\_\_\_\_

Minutes of meeting and Contractor’s response attached       yes       no

\_\_\_\_\_  
 Construction Supervisor      Date

## **CONTRACT TERMINATION**

If there has been a significant breach of contract or one or both parties cannot fulfil their obligation, it may be necessary to terminate a contract before it reaches its natural conclusion. Contracts can only be terminated by the authority that executed the contract.

Termination of a contract is very serious event. Extreme care must be taken by the Construction Supervisor to ensure that all available measures have been explored, prior to termination proceedings.

### **PROCEDURE**

The following rules apply in relation to contract terminations:

1. Construction Supervisor is to establish the nature of the significant breach. This will require extensive documented evidence.
2. Construction Supervisor is to discuss the breach with the contractor in an effort to resolve the matter.
3. Employer to seek written legal opinion from the State Law Office. This must be sought prior to terminating a contract.
4. Upon seeking legal advice, the Employer must follow these instructions.
5. Relevant stakeholders, including Ministry of Finance and Economic Management, Central Tenders Board and Aid and Donor Agencies (as appropriate) must remain informed throughout the termination process.

### **RESPONSIBILITIES**

Construction Supervisor is responsible to ensure all measures have been explored before considering termination. Construction Supervisor must collect evidence and keep the Employer fully informed of proceedings.

Employer is to seek legal advice from State Law Office. Employer must refer termination proceedings to the relevant contracting authority.

Contracting authority is responsible for the termination of the contract, based on technical and legal advice.

### **RECORDS**

File XXXXX.005.01 – General Administration

### **ATTACHMENTS**

Nil