

course work

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INTRODUCTION

A construction contract is an agreement between two parties to begin, design and complete the construction of a building project. This is mainly based on policies and terms and conditions that have been included in the contract. The type of contract is determined by the clients who needs the construction and shows the terms and conditions of the contract. It is attached to the contract in some of the documents, and it is also specify the scope of the project, period of work, cost, date of start and end work.

1.1 Background of the course work.

In this course this paper will discuss about the general conditions and components of some construction contracts in construction projects. The paper will also put into consideration some of the backgrounds in construction projects and some of the management contracts.

1.2 Objectives of the Project.

- Identify and compare the obligation of joint contract tribunal (JCT) and others contract document form.
- Find common links and relations between the various scopes of a construction project: (construction, design and maintenance)
- Discussing about the Construction bonds, Delay's analysis, Construction variations, and Claims.
- Discuss the detailed requirements of various contracts

Chapter 2

METHODOLOGY

2.1 Comparison between Joint Contracts Tribunal (JCT) and the case study contract form according to obligations of various construction parties.

2.1.1 Obligation (JCT).

JCT are a type of contracts that are sign in order to provide guidance and to facilitate the construction process, these contracts determine the responsibilities of each party in the project and also outline all the inputs by various parties all the way to the completion of the project. This type of contract was first used and developed in the UK even fit all the contract is used and is customizable to fit any type of construction projects.

The JCT 05 Standard Building Contract which was first generated and used in the UK is one of the most efficient in its class. The obligation outlined in the contractual agreement includes the following but are not limited:

- 1- The Contractor shall provide an architect after signing the contract; On the other hand, the Contractor shall work according to the contract strictly in accordance with the contract specifications.
- 2- The Contractor is committed to noting and identifying any amendment to extend the period specified by the architect and to provide the engineer with two copies of the amendments.

3- The Contractor shall give written notice if by any circumstance the contractor may need an extension of the time they will take to complete the construction project, and this notice must include the following details:

- 1 a. give details of all the material circumstances surrounding the delay;
- b. state the cause of the delay;
- 1 c. Identify out of all causes given for the delay, which of the causes the Contractor is convinced to believe they are Relevant and unavoidable Events.

4- The contractor in important events specified must provide the following:

- a. estimate any delay in the completion arising from delays
- b. The estimated time the delay would take and on what conditions and terms the delay is to be awarded to the contractor.
- c. All the details of the expected effects of the delay and how the contractor plans to act on the effects to ensure smooth flow of the project implementation.

1 5- Contractor also has notified the architect of any changes in the material requirements and the estimates included in previous budgets.

6- The Contractor gets into a commitment that the completion and implementation of the works in accordance with the contract documents are correct and ingenious.

The contractor's obligations and powers under JCT Intermediate Contract 2011.

1- In the contract between the contractor and the owner also known as the client: the contractor working on the project model and commitment in relation to the materials and other requirements in the entire construction project.

2- The Contractor shall plan, draw, design and implement the work properly and ingenious according to the contract document.

- 3- The task of the contractor in the binding in material quality and quantity needs to be good and sound and complete the work before the completion stipulated in the contract date.

2.1.2 Obligation contractor Engineering and Construction Contract (ECC).

The New Engineering Contract (NEC), or NEC Engineering and Construction Contract is a formal system that was created by the Institution of Civil Engineers; which directs the drafting of documents on civil engineering projects and construction for the purpose of obtaining tenders, grants and contract management.

This contract defines the responsibilities and duties of employers and contractors in the business. The contract consists of two parts, part 1 is data that is provided by the employer, and the other part is the data provided by the contractor. It is used in the UK and internationally in countries such as Australia, New Zealand, and Hong Kong, South Africa.

When it comes to considering the obligations of this contract, there are a lot of obligations that are entailed in this document form, such as:

- 1- In the event of any change in the design the Contractor shall notify the owner within seven days of the change after which the client is supposed to organize a meeting to approve or disapprove the change.
- 2- In the event of failure of the contractor in terms of the contract, the owner is entitled to re-negotiate the contract or terminate the contract and get a partial refund of the contract amount paid depending on the deliverables and milestones involved in the contract document.

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2.2 Evaluate the linkages and interrelationships between construction disciplines

2.2.1 Links between:

In every field of work there is a connection, also in the building there is a relationship between the designer and the construction before that the design must be determined based on the building, and what the documents state as the starting point. Working on the project has a very important role in the success of the project, on the other hand, the architectural advantages of the contractors side loom quite a large part in any project.

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The document must be designed to take into account some of the things during the design for the project's success, of things that must be observed, electrical installations and conduits to pass through the building, and details must also be present and show the drainage paths.

Another stage where the architectural elements of the project play a role in the construction includes the availability of accurate designs that are free from defects. The documents that contain the design must contain all the technical and the physical details of the building. The reason why the success of the project and the construction process seems to be easy is because there are no obstacles posing a danger or any mishaps during the implementation.

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On the other hand, the project's success depends in general on the success of the design and the quality of the materials involved in the design. The implementation stage mainly depends on the contractor showing their ability to work correctly. The project design must be structured according to the General Terms and Conditions, and laws mandate from the government. The designer must put all the data in drawing, and processing plan and attach all the annexes of the project. The contractor also needs to be more precise and clear as to how the design is to be transformed to the final project without having to stop to restructure. The designs that are drawn be the designer act as the actual true position of the project and only becomes invalid at the completion of the project and handing over of the project to the client.

On the side of the Contractor, the contractor must work on the project according to statements and graphics in the contract. The contractor must provide labor and be experienced in work to ensure the project is carried out in a way that would work properly. In terms of equipment the contractor must provide specialized equipment at work until the contract is completed or in any case the contract gets terminated. On the other side, Materials must be procured and purchased in accordance with the accompanying drawings and bills of quantities in the conditions.

On matters Maintenance; the contractor should work on the implementation according to the drawings made by the architectural designer. It is the sole duty of the contractor to ensure that the conditions included in the contractual documents be followed to the latter. The sustaining of the project implementation process to the end in an accurate manner would in turn attract very low or no maintenance expenses in the project in the long term.

2.3 Contract administration by discussing the following sections of:

2.3.1 Construction bonds

Is a type of bond document which is more like a constitution in construction contracts that used in construction projects by investors to protect both parties from the occurrence of an emergency event causing disturbances and delays in a project? The bond captures anything that may lead to non-completion and/or delays that may come in the construction project.

Types of Construction Bonds.

Bid Bond

This is a promise by the contractor that tends to analyze the ability of the contractor to handle the project and deliver all the project requirements without any disturbance. It is necessarily a

document used in the financial evaluation of a contractor. After submission of proposals it is also safe to understand that the contractor would get an advanced credit facility to deal with any mishaps that may come up during the project implementation process. This promise ¹ to reassure developers that select the bidders have a vital commercial paper for this office. If this proposal is to identify the procuring entity drops the Contractor function or decline the proposal, a pledged builder can make a claim on the link to make up the difference in the midst of this proposal and the top of the next attempt.

Performance Bond

A performance bond promises the performance that the contractors would complete the pledges in accordance with the contractual terms. If a contractor fails to do so, the builder promises to make a claim on the link to accept the funds that can be used to launch the project accorded ¹ to the contractor immediately with a promise of repayment in order to finish the job. Joint support Miller needs to show promises to be used in all backed by the federal government valued at \$ 100,000 or more depending on the size of the projects.

Payment Bonds

These bonds Promise to pay the agreed ¹ payment for services in the event of the lead contractors going out of business after working on the project in context. It can take advantage of a number link to compensate suppliers and subcontractors and others who worked on the contract planning stages if the main contractor is unable to carry out their work for them. ¹ Miller's statement is that the joint support needs and promises of payment will be used in all constructions backed by the federal government valued at \$ 100,000 or more for the scope of the ¹ projects. In fact, these promises are often delivered in conjunction along with the offer bonds while awarding contracts.

Supply Bonds

They display the state bonds that provide the suppliers of materials and equipment for the contract implementation all the way to the completion as agreed and documented on the bills of quantities for ¹supplies as specified in the purchase orders. If the supplier provides supplies as agreed, the amount of the bond failure can be used to compensate the buyer for the loss that may be brought about by underestimating the required material and inputs.

Maintenance Bonds

In this Bond the contractor promises to maintain, repair and replace the defective material and any mistake brought about by the ¹workmanship for a specific period of time maintenance follow-up to completion of the project. If the pledge was discovered to be defective during this period, the number of links can be used to carry out the reforms that require to be made as a result.

Subdivision Bonds

Promises division which the Contractors need in order to formulate and/or renovate the facilities within the area subdivisions. The facilities that are included in these bonds may include all facilities that the contractor may need to access during the project duration. These may include roads, sidewalks and garbage collection services. ¹If a contractor fails to follow these guidelines, ²the number of link can be used for the task to the end of the project to ensure completion of the project in the best time.

Site Improvement Bonds

This bond places a liability on the contractor to ensure that the general well-being of the site by the time the project is complete is maintained at the current standards if not better. This type of bonds is normally used ¹ to renew pledges that have notified the old facilities around the construction or supplementary continuing Properties that may be affected by the new project.

Contractor License Bonds

This bond is a ¹ kind of license and permit connection, often gathering promises contractor's license incorrectly on the side of the promises of the contract as they are used by the professional's assembly. Specific licenses may be required by specific professions involved in the construction period depending on their job description. Contractors have to buy in advance these permits and licenses so that they can be granted licenses ¹ in the state, province and / or city level. This promises and protects the fact that the contractors follow all the licensing and regulations systems

2.3.2 Delay analysis in construction contract

Delays in construction projects are delays that may occur either due to natural calamities or artificial calamities. These may include the striking of workers or poor weather conditions that cannot allow for project implementation at various stages. ¹ This delay affects the project in terms of time, quality and cost. Other delay factors during the construction process that are ¹ may befall the contractor include; delayed delivery of materials for the project, lack of funding for the project, the lack of information in the charts or drawing, poor communication in the work on the project site and the speed of decision-making.

Types of delays

- Delays ¹ that occur and may affect the date of the end of the construction project.
- Delays through which the effect does not happen on the date of the end of the construction project.

Also can be said that construction contracts where there is types of delays categories:

- Delays resulting from natural reasons.
- Delays caused by the client
- Delays caused by the Contractor
- Concurrent delay caused by either two or three of the above conditions.

¹ 2.3.4 Construction variations

Variations in construction contracts are the changes ¹ that may be applied to the construction project or changes in the terms of the contract. In other words, these are the changes that may be effected on the scope of the project due to unavoidable circumstances or due to some stages in previous stages of the project planning stages.

¹ Variations in construction projects are absolutely imperative in any of the projects, These Variations are changes made in order to cope with unforeseen circumstances that may occur in the future during the implementation or the design of the project. Therefore chances are that it ¹ could be these are variations on the form of additions or deletions or replacements of specific components of the projects.

These variations may include the following but they are not limited:

- ¹ Amendments to the design (deletion and/or additions in the graphics and designs).

- Amendments to the quantities (Increase or decrease caused by under/over estimation).
- Amendments to quality.
- Changes to working conditions (Change of task force or transfer of the workplace).
- Amendments to the action sequences (Providing business or delays).

These variations may also occur because of human errors. In some cases the contract documents may not properly describe all the components of the project in a comprehensible way.

Variations that may be implemented (without the consent of the contractors) include:

- Change the fundamental nature of the work.
- Deletion so that the project may be carried out by another contractor.
- Additional Issued instructions after practical completion.
- The contractor is to carry out all acts that were the subject of the amount of the cost that the Government may require according to the laid out conditions of carrying out construction works.

2.3.5 Claims in contract construction:

Claims typically arise between the parties that attest and sign the construction contract. The claims may be made as a result of issues arising such as; delays, changes and unforeseen circumstances, inadequate information, and conflicts. The contract has a provision for losses and expenses claims, extension of time, damage and so on. The contract should specify what would constitute a claim and how it should be handled. There may also be claims for compensation related to appointment of extra advisers after the completion and signing of the contracts.

Case1: Contractor claims from the client.

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A Contractor may make a claim against the client for more time and money (losses and expenses), and the cost of changes to the business (as differences or as a quantum merits) as following:

- The contractor may claim for an extension of time to the completion date.
- The contractor may claim for loss and expense.
- The contractor may claim for the cost of variations brought by negligence of the client during the planning and documenting stages.
- **1** The contractor may claim for payment under a quantum merits.

2.4 Discuss the detailed requirements of various contracts by applying to the selected cases study.

2.4.1 Detailed requirements of various contracts in construction.

The detailed requirements for the various contracts are a list of documents attached to the contract during the signing of the contract.

These could include contracts the initial project plan and construction. It includes a number of contract documents:

- Terms of the agreement on material contracts, to complete simple as a contract.
- Executive drawings.
- BOQ (bills of quantities).
- Specifications.
- Work schedules (time log).

- Agenda that includes explanations for negotiation and agreement on the tender and amendments. This facility comes in handy after receipt of bids and before signing the contract with the contractor.
- The Contractor shall provide a performance bond and obtain guarantees to show that they will in turn pay the suppliers and other parties involved in the contract.

So as to ensure that no differences will ¹ occur during work, the owner and the contractor sign all contract papers before the start of work on the construction project.

There are also attachments ¹ that must be reviewed in the terms and conditions of the design and they may include:

- BOQ
- Proposals from the contractor
- Analysis of the contract value
- Employer requirements
- Terms of the contract
- Material

Chapter 3

CONCLUSTION

In conclusion, the report needs to start and be the first in the abstract. It should include and contain the brief of the main objective and methodology of the project and the project deliverables. The second thing is in this introduction and it covers the conclusion of the report and summarizes the brief and focus on its significance. This should also state the report's aim (objective). Third is the report body and it has covered the requirements about the comparison between Joint Contracts Tribunal (JCT) and contractor Engineering and Construction Contract (ECC) form according to obligations of various construction parties. On another thought the paper revealed the linkages and interrelationships between construction disciplines (Design, Construction and Maintenance).

Another component that has been highlighted in this paper is the administration of the contract and the security measures that the contract puts into consideration in order to ensure project completion without any mishaps. This has been made possible by making an analysis of some of the documents that include the contract administration by construction bonds, delay's analysis, construction variations, and claims.

Finally, the paper has put into consideration and in detail discussed the detailed requirements of various contracts.

course work

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Jones. "Time", The JCT Major Project Form,
02/25/2008

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