

INTRODUCTION

The recent construction boom in Trinidad and Tobago brought with it all sorts of foreign expertise. Included among these foreign experts were a hitherto unfamiliar group known as quantity surveyors and claims consultants. Their purpose and aim was to ensure that the works were always performed within the terms and conditions of the Contract. Any extra works, prolongation, disruption or dislocation due to errors on the Engineer's part and/or Conditions of Contract were to be exploited in the Contractor's favour usually in terms of cost reimbursement or time extension. In effect, these professionals were acting on the Contractor's behalf in much the same way the Consultant has acted on behalf of the client.

The foreign professionals were often seasoned campaigners in their field. Confronted with inexperienced opposition in what was essentially a young construction industry it was "ole mas" from the start. Consultants who, before this time were not accustomed to having "sharks" looking over them, were suddenly thrown into the deep end. Matters were made worse by the fact that many inexperienced, newly graduated engineers held senior positions, (this due to the lack of skilled personnel during this period).

What resulted, was the production of a mass of claims

out of which was borne a new awareness and new dimension in the construction industry much to the chagrin of many a client!

This project is based largely on personal experience, and is intended to expose the uninitiated to the real work of the construction industry. The case studies presented are by no means the only types of claims possible, but represent some of the more common types experienced on a construction site. The case studies show how claims may arise i.e. the Contractor's presentation and how they were solved i.e. the Engineer's decision after negotiation with the Contractor. Some claims vary from this format in order to highlight various other aspects of construction claims.

The claims are analysed in the context of the I.C.E. Conditions of Contract (fifth edition). Where necessary, the various clauses quoted within each chapter are included at the end of the text in the APPENDIX for easy reference.