

THE SUPERINTENDING OFFICER'S DUTIES UNDER JKR SARAWAK FORM OF
CONTRACT PWD 75 (VER. 2006)

FRAULINE ANAK ENKAMAT

UNIVERSITI TEKNOLOGI MALAYSIA

THE SUPERINTENDING OFFICER'S DUTIES UNDER JKR SARAWAK FORM OF
CONTRACT PWD 75 (VER. 2006)

FRAULINE ANAK ENKAMAT

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Universiti Teknologi Malaysia

To my family for their love and support....

Thanks for everything...

Kind hearts are the gardens;

Kind thoughts are the roots;

Kind words are the flowers;

Kind deeds are the fruits.

Anon

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ABSTRACT

The JKR Sarawak Form of Contract PWD 75 (Ver. 2006) was officially launched on 2007 to be used for administering the construction contract. Under PWD 75 (Ver. 2006), the Superintending Officer (S.O) will be appointed and is responsible to act reasonably in supervision of the project. The standard of care demanded of a professional is in accordance with the test that was enunciated in the English case of *Bolam v. Friern Hospital Management Centre* (1957) 2 All ER 47 i.e. it requires a person doing a skilful act to exercise as an ordinary competent human being of the same calling. Since PWD 75 (Ver. 2006) is a new form, therefore the extent of the reasonable supervision is not clear to the practitioner. Thus, in order to determine the reasonable supervision applicable in for PWD 75 (Ver. 2006), a thorough understanding of the art of the supervision is required. Therefore, the objective of this research is to determine the kind(s) of supervision in a construction contract that is reasonable. This research is confined to the traditional procurement, law cases in supervision of construction project, PWD 75 (Ver. 2006), Conditions of Engagement for Professional Services, By-Laws Provisions and documents/manuals regarding supervision. In order to achieve this objective, the research was conducted by analyzing relevant court cases. From the findings, a list of supervisory duty has been determined in Chapter 4. Apart from that, the S.O must give reasonable supervision to the works, as enable him to give an honest certificate that the work has been properly carried out. He is not required personally to measure or check every detail, but should check substantial and important matters, such as, the bottoming of cement floor, especially if failure to do so will result in the work being covered up and therefore not being capable of inspection at a later stage. The adequate supervision is not tested by counting the number of hours spent on the site. The S.O is generally under no duty to instruct the contractor in the manner of performance of his work. In the task of supervision, the S.O, though he may be assisted by the S.O's Representatives or Assistants to the S.O or both, cannot escape responsibility except perhaps in the smallest matters of detail, by delegation. He may make use of assistants, provided he retains control of the work and does not cease to exercise his own supervision and judgement. As a conclusion, the standard required in the supervision is not great but the risk of being sued remains high and mitigated by several factors.

ABSTRAK

JKR Sarawak Form of Contract PWD 75 (Ver. 2006) telah dilancarkan secara rasmi pada 2007 untuk digunakan mentadbir kontrak pembinaan. Di bawah PWD 75 (Ver. 2006), Pengawai Penguasa (P.P) akan dilantik dan bertanggungjawab untuk mentadbir projek secara munasabah. Standard tugas yang dikehendaki dari seorang professional adalah seperti ujian yang digunapakai dalam kes Inggeris iaitu *Bolam v. Friern Hospital Management Centre* (1957) 2 All ER 47 i.e ia mengkehendaki seseorang yang berkemahiran untuk menjalankan tugas setaraf dengan kecekapan manusia biasa. Memandangkan PWD 75 (Ver. 2006) adalah borang baru, maka takrif penyeliaan yang munasabah adalah tidak jelas kepada pentadbir. Untuk menentukan penyeliaan yang munasabah yang dapat digunapakai untuk PWD 75 (Ver. 2006), kefahaman yang mendalam mengenai seni penyeliaan adalah perlu. Maka, objektif penyelidikan adalah untuk menentukan jenis penyeliaan kontrak pembinaan yang dianggap munasabah. Untuk mencapai objektif ini, penyelidikan adalah dijalankan dengan menganalisis kes mahkamah yang berkaitan. Penyelidikan ini hanya merangkumi perolehan tradisional, kes-kes mahkamah yang berkaitan dengan penyeliaan projek pembinaan, PWD 75 (Ver. 2006), 'Conditions of Engagement for Professional Services', 'By-Laws Provisions' serta dokumen/manual mengenai pentadbiran projek pembinaan. Dari hasil kajian, satu senarai tugas penyeliaan projek telah ditetapkan dalam Bab 4. Selain itu, P.P mesti menyelia projek secara munasabah, yang membolehkan dia menilai secara jujur kerja yang telah dijalankan. Dia tidak dikehendaki untuk mengukur dan memeriksa setiap perincian, tetapi harus memeriksa perkara yang penting, seperti, dasar lantai simen, terutamanya jika gagal berbuat demikian akan menyebabkan kerja tersebut tertutup dan tidak dapat diperiksa pada peringkat seterusnya. Penyeliaan yang cukup tidak diuji dengan menghitung masa yang diluankan melakukannya. P.P secara umumnya tidak mempunyai tugas untuk mengarahkan kontraktor cara melakukan kerja. Dalam penyeliaan, walaupun P.P mungkin dibantu oleh wakil P.P atau pembantu P.P, dia tidak boleh lari dari tanggungjawab, kecuali dalam perkara kecil dengan mewakilkan kuasa. P.P boleh menggunakan pembantu, dengan syarat dia masih mengawal kerja. Sebagai kesimpulan, standard yang diperlukan dalam penyeliaan adalah tidak besar tetapi risiko untuk disaman masih tinggi dan dikawal oleh beberapa faktor.

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LIST OF ABBREVIATIONS

AC	Law Reports: Appeal Cases
All ER	All England Law Reports
ALR	Australian Law Report
BLR	Building Law Reports
CLJ	Current Law Journal (Malaysia)
Const LJ	Construction Law Journal
Const LR	Construction Law Report
DE	Divisional Engineer
K.B.	King's Bench
Lloyd's Rep	Lloyd's List Reports
LT	Law Times Report
LR	Law Reports
NZLR	New Zealand Law Report
P.P	Pengawai Penguasa
QB	Queen Bench
S.O	Superintending Officer
S.O Rep	Superintending Officer's Representatives
WLR	Weekly Law Report

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CHAPTER 1

INTRODUCTION

1.1 Background of the study

The construction contract practice in Sarawak is quite unique as compared to the other states because for the government project, it has its own standard form of contract namely JKR Sarawak Form of Contract PWD 75 (Ver. 2006); also known as PWD 75/2006. Sabah and all states in Peninsular Malaysia are using the JKR 203 (2007) published by the Ministry of Works Malaysia. The standard form of contract use in Sarawak was first published by the Public Works Department, Sarawak and issued in 1961. The latest amendment to this form of contract was in 2006.

The new PWD 75 (Ver. 2006) was officially launched in 2007 to replace the old form i.e. 'General Conditions of Contract PWD 75 (Rev. 5/61). The Sarawak Government has endorsed the PWD 75 (Ver. 2006) and gave its approval for other government departments and agencies to be used the form for the procurement government projects. The Guide to The Form of Contract was also published in order to provide a guide to the construction community of Sarawak. The content of the Guide is basically the practice note, the relevant certificates, letter and circulars to be used with the PWD 75 (Ver. 2006).

One of the changes in the new PWD 75 (Ver. 2006) is that it can be used for lump sum contract and contract with bill of quantities. The new PWD 75 (Ver. 2006) can be used where the BQ is form part of the contract and where the BQ do not form part of the contract. Therefore, Clause 8.1 shall apply for Contract based on Bill of Quantities and Clause 8.2 shall apply for Contract based on Drawings and Specifications.

Under this new form of contract, there are three people who are given the responsibilities to manage the project. They are the Superintending Officer (S.O)¹, the Superintending Officer's Representatives (S.O Representatives)² and the Assistants to the Superintending Officer³. They are responsible for the successful construction and completion of the project. But their roles, duties and responsibilities are different in term of scope and authority. The S.O is responsible for the overall supervision and direction of the Works while the duties of the S.O's Representative (which can be more than one) is to assist the S.O to inspect and supervise the Work and tests and examine any material, goods or equipment in connection with the Work⁴.

Who should be appointed or employed as a S.O or the S.O's Representative or the Assistant to the S.O? The CIDB standard form of contract expressly stated that the S.O must be a full member of a professional body associated with the construction industry⁵. So, the S.O must be a professional architect, engineer or quantity surveyor. No other person, other than those mentioned professionals, can be appointed or employed as the S.O for a project.

There is no expressed provision in the PWD 75 (Ver. 2006) form as to who may be appointed or employed as the S.O or S.O's representatives for a project. It

¹ Clause 11.1(a) JKR Sarawak Form Of Contract PWD 75 (Ver. 2006)

² Clause 11.1(c) supra

³ Clause 11.2 (a) supra

⁴ Clause 11.1 supra

⁵ Clause 1.1 Superintending Officer CIDB Standard Form of Contract for Building Works (2000) Edition

can be assumed that the absent of such provision is due to the fact that the key employees of the PWD Sarawak are qualified professionals such engineers and architects. The other reason why this provision was not inserted in the new form of contract is that it is open for use by other government department and agencies which may not have qualified professionals.

The discussion has so far touched on the new PWD 75 (Ver. 2006) form of contract, the S.O as the person in-charged of the project and who may be appointed as the S.O. But what exactly is the role, duties and authority of the S.O under the contract? As stated clearly in Sub-Clause 11.1(a) of the PWD 75 (Ver. 2006), “*the S.O shall be responsible for the overall **supervision and direction of the Works.***”

This clause also suggested that the role of the S.O is supervisory in nature i.e. he is also the project supervisor. It also provided that, as a supervisor with professional background, the S.O should **act reasonably and be timely** in carrying out his duties and responsibilities both during the pre-contract and post-contract stages. As a professional man himself the S.O must discharge his duties with reasonable skill, care and diligence.

Most contracts for the engagement of consultants define the **standard of care** that is expected from the professional when discharging their duties⁶. They shall carry out their duties with **reasonable skill, care and diligence**⁷. As Frank (1988) noted that in law the *failure to perform* or *negligently perform* these duties or responsibilities constitute a breach, therefore he or she will be answerable or accountable to the other party who may have suffered as a result of his/her wrongful act.

The question of whether an S.O has **acted reasonably and timely** or with **reasonable skill, care and diligence** depend on what he is required to do when he is appointed as a S.O. Sub-Clause 11.1(a) of the PWD 75 (Ver. 2006) stated that the

⁶ BEM Form 1999 and BAM/JKR Form B (Revised 1/83)

⁷ Clause 5.1 *supra*

S.O shall be responsible for the **overall supervision and direction of the Works**. The words used here are “**the overall supervision**” and “**direction**”. But these words have a very broad meaning as such it is difficult to ascertain the extent of the S.O’s duties under the contract.

As stated by Judge Oliver in the case of *Midland Bank Trust Co. Ltd v Hett. Stubbs and Kemp*⁸:

“There are no such things as general retainer in that senses. The expression “my solicitor”, is as meaningless as the expression “my tailor” or “ my bookmaker” as establishing a general duty apart from that arising out of a particular matter in which his services are retained. The extent of his duty and any duty of care to be implied must be related to what he is instructed to do”

The judgment of the above case is supported by Wallace in Hudson’s Building and Civil Engineering Contract that:

“The building owner is entitled to a professional standard of skill in discharging all the duties necessary until the purposes of the appointment have been achieved. A mere request to act as an Architect, Engineer or Quantity Surveyor or Project Manager in connection with the building project without specifying at the outset, the service required of them may lead to doubt or disputes as to what are the respective rights and duties of the parties, particularly where more than one consultants are engaged”

The above cases and statement stress out the need of the S.O to have knowledge on his duties. He cannot solely rely in the PWD 75 (Ver. 2006) and the Form of Agreement for the Consultant since it only states very briefly about the supervision duties. Therefore, it is very important to study what exactly is the extent of his supervision duties of the S.O.

⁸ [1979] Ch 384 [1978] All ER 571

1.2 Statement of issues

The use of the words “overall supervision” in the contract still leaves some unanswered question of the extent of the duties and responsibilities of the S.O. Do they mean inspecting or overseeing or something beyond these functions? Is he expected to monitor, through inspection and testing, the works being carried out and to make sure that the timely completion of the work? Do the words “overall supervision” mean that the S.O has to walk the site the whole time to monitor each and every one of hundreds of works?

The issue here, what is the extent of the supervisory duties of the S.O under PWD 75 (Ver. 2006), that is considered to be reasonable and timely or as stated in most contract of engagement of consultants to exercise “reasonable skill, care and diligence”?

1.3 Objective of Study

The objective of this study is to ascertain **the extent of the S.O’s supervisory duties** under JKR Sarawak Form of Contract PWD 75 (Ver. 2006) that will meet the standard of care required of him.

1.4 Scope of Study

The main thrust of this dissertation is on determining the Superintending Officer's reasonable supervision duties. The scope of this study will be confined to the following areas:

- a. Under conventional procurement
- b. Law Cases related in supervision of construction projects
- c. JKR Sarawak Form of Contract PWD 75 (Ver. 2006)
- d. Conditions of Engagement for Professional Services
- e. By-Law Provisions
- f. Documents/Manuals regarding supervision

This study is limited to the law cases which involves in supervision on sites. The clauses in PWD 75 (Ver. 2006) regarding the supervision will be identified.

1.5 The Significant of Study

This research is very important in order to ensure the S.O's practice is in line with the legal aspect. The supervision on sites is one of the most important aspects to ensure the project is completed in accordance with specification and drawings. Therefore, it is very important for the S.O to know how to supervise the project reasonably. Not only they have to gain the technical knowledge about the construction, but they must also prepare themselves with the legal contract administration knowledge.

Up to date, no complete manual has been published by JKR Sarawak regarding on how the S.O should act at the site. It is also noted that, there is yet any law case disputing the supervision of the S.O under this contract. Thus, this research perhaps would contribute towards the enhancement of the S.O's knowledge

regarding their supervisory duties. With this research, hopefully the S.O can avoid any claim regarding their negligence supervision.

1.6 Research Method

To achieve the research objectives, a systematic research process had been drawn up and adhered to. The research process consists of four major stages, namely, identifying the research issue, data collection, data analysis and writing. Each stage is depicted in detail below.

1.6.1 1st Stage – Identifying the Research Issue

The research issue is identified following thorough reading of academic books, seminar papers, journals and articles. Comments on the said issue will also be sought from lecturers for more insight. Next, the topic, objective and scope of the research are identified. Other than this, a research outline is prepared in order to identify the data sources.

1.6.2 2nd Stage – Data Collection

Two types of data are collected – primary data and secondary data. Data will be collected through documentary analysis and will be sorted out accordingly.

1.6.2.1 Primary Data

Primary data will be collected mainly from law journals and law reports such as, Malayan Law Journal, Building Law Reports and Construction Law Reports and any other relevant sources of cases. These journals and reports are accessed through the LexisNexis legal database. Clauses in JKR Sarawak Form of Contract PWD 75 (Ver. 2006) will become the key point in studying the cases. Cases relating to the research topic and scope will be gathered and analyzed at the third stage – the data analysis stage. The supervisory duties under conditions of engagements, manuals and clauses in PWD 75 (Ver. 2006) will be compared to get a list of duties during supervision.

1.6.2.2 Secondary Data

Secondary research data will be retrieved from the books, standard form of building contract, articles and journals, seminars papers as well as Internet websites. These sources are important to complete the literature review chapter.

1.6.3 3rd Stage – Data Analysis and Interpretation

In this stage, the law cases collected in the previous stage is converted into information that is useful for the research. The relevant law cases collected will be carefully reviewed, with special attention on the facts of the case, issues and judgments presented by each case law. This stage also involves data arrangement so that the information presented can be easily understood. The information acquired in this stage determines whether or not the objective of the research is achieved.

1.6.4 4th Stage – Writing

The last stage of the research process involves writing up and checking of the writing. The author will also review the whole process of the research to identify whether the research objectives have been achieved.

REFERENCES

Anthony Speaight and Gregory Stone (2004), *Architect's Legal Handbook*, 8th Edition, Architectural Press, Burlington.

Ashley Underwood & Stephen Holt (1981), *Professional Negligence*, Billing and Sons Limited, London.

CIDB Standard Form of Contract for Building Works (2000 Edition)

Conditions of Engagement of Consulting Architect for Professional Services, BAM/JKR Form B (Revised 1/83)

Conditions of Engagement of Consulting Engineer for Professional Services, BAM/JKR Form A (Revised 1/83)

Donald Keating (1969), *Building Contracts*, 3rd Edition, Sweet & Maxwell, London.

Gould F.E and Joyce N.E (2000), *Construction Project Management*, Prentice Hall, Upper Saddle River, New Jersey.

Hacket M., Robinson I. and Statham G. (1999), *The Aqua Group Guide To Procurement, Tendering & Contract Administration*, Blackwell Publishing.

I. N. Duncan Wallace Q. C. (1970), *Hudson's Building and Engineering Contracts*, 11th Edition, Sweet & Maxwell, London.

Ir Harbans Singh KS (2002), *Engineering and Construction Contracts Management – Commencement and Administration*, LexisNexis, Kuala Lumpur.

JKR Sarawak Form of Contract P.W.D 75 (Ver. 2006).

Jabatan Kerja Raya Sarawak (2006), *Guide to the Form of Contract*, Ibu Pejabat JKR Sarawak.

Jabatan Kerja Raya Sarawak (2009), *Project Management & Administration JKR-CP-PM-01*, Ibu Pejabat JKR Sarawak.

John Uff (2000), *Construction Law*, 5th Edition, Sweet and Maxwell

John Murdoch and Will Hughes (2008), *Construction Contracts – Law and Management*, 4th Edition, Taylor & Francis, London.

Kishore Gajria (1999), *Law Relating to Building and Engineering Contracts in India*, 4th Edition, Butterworths, India.

Manual of Instruction Jabatan Kerja Raya Sarawak 2006

Manual of the BPF System The British Property Federation System for building design and construction

Nigel M. Robinson, Anthony P. Lavers, George Tan Keok Heng & Raymond Chan (1996), *Construction Law in Singapore and Malaysia*, Second Edition, Butterworths Asia, Singapore.

S.L. Tang, S.W. Poon, Syed M. Ahmed and Francis K.W. Wong, (2003) *Modern Construction Project Management*, Hong Kong University Press, Hong Kong.

Stephen Brickford-Smith, Norman Palmer and Ruth Redmond-Cooper (1993),
Construction Law Manual, Butterworths, London.

William Abraham and Rishwant Singh (2005), *FIDIC-An Analysis of International Construction Contracts*, International and International Bar Association.

BIBLIOGRAPHY

Bob Greenstreet, David Chappel and Micheal Dunn (2003), *Legal and Contractual Procedures for Architects*, 5th Edition, Architectural Press, Burlington.

Chow Kok Fong (1988), *Construction Contract Claims*, Longman Singapore Publisher, Singapore.

Chow Kok Fong (2004), *Law and Practice of Construction Contracts*, 3rd Edition, Sweet & Maxwell Asia, Singapore.

Chow Kok Fong (1980), *The Law Relating to Building Contract Cases and Material*, Quins Malaysia and Singapore.

General Conditions of Contract P.W.D.75 (Rev. 5/61) (For use Where Bills of Quantities do not Form Part of the Contract.)

John M E Lyden (2002), *Professional Negligence: The Irish and UK Case Law*, Society Construction Law. www.scl.org.uk

Nael G Bunni (2005), *The FIDIC Forms of Contract*, 3rd Edition, Blackwell Publishing.

P. A. M. (2006) Agreement and Conditions of Building Contract Private Edition with Quantities.

P.W.D. 203/203A (2007) Standard Form of Contract

Roger Knowles (1986), *Project Manager: the Legal Position*, Chartered Quantity Surveyor Vol. 8-12 July.

William H. Gill (1969), *Emden and Gill's Building Contracts and Practice*, Butterworths, London.