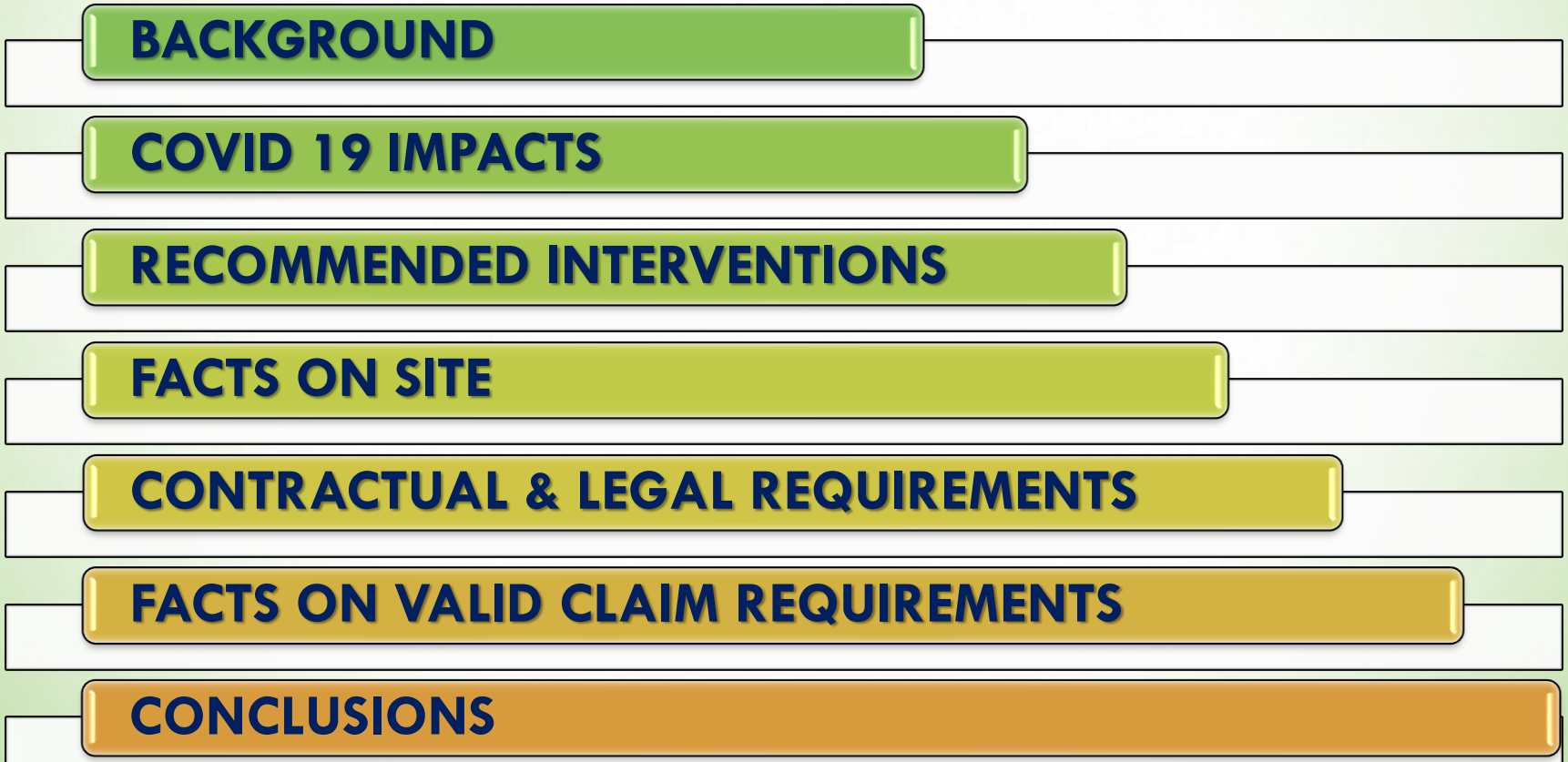
COVID 19 IMPACTS ON THE CONSTRUCTION INDUSTRY

WUBISHET JEKALE MENGESHA (DR. ENG.)

JUNE, 2020

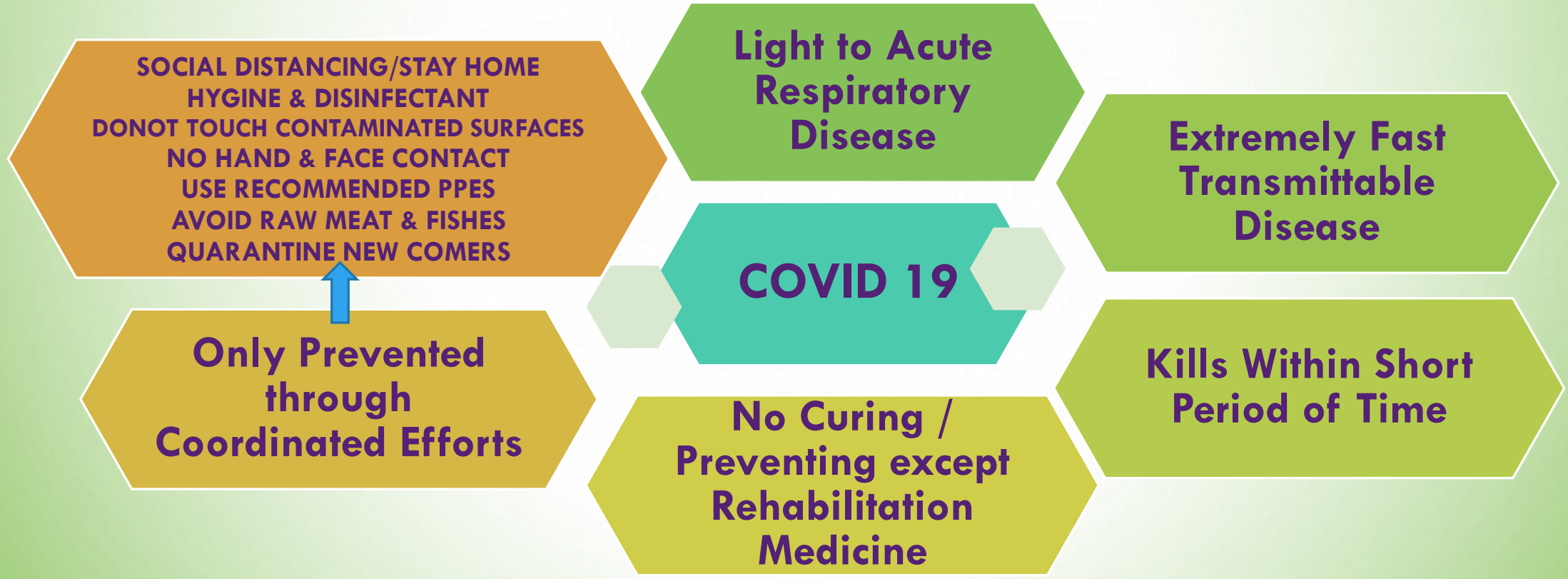
PRESENTATION LAYOUTS

- COVID 19 IMPACTS ON THE CONSTRUCTION INDUSTRY



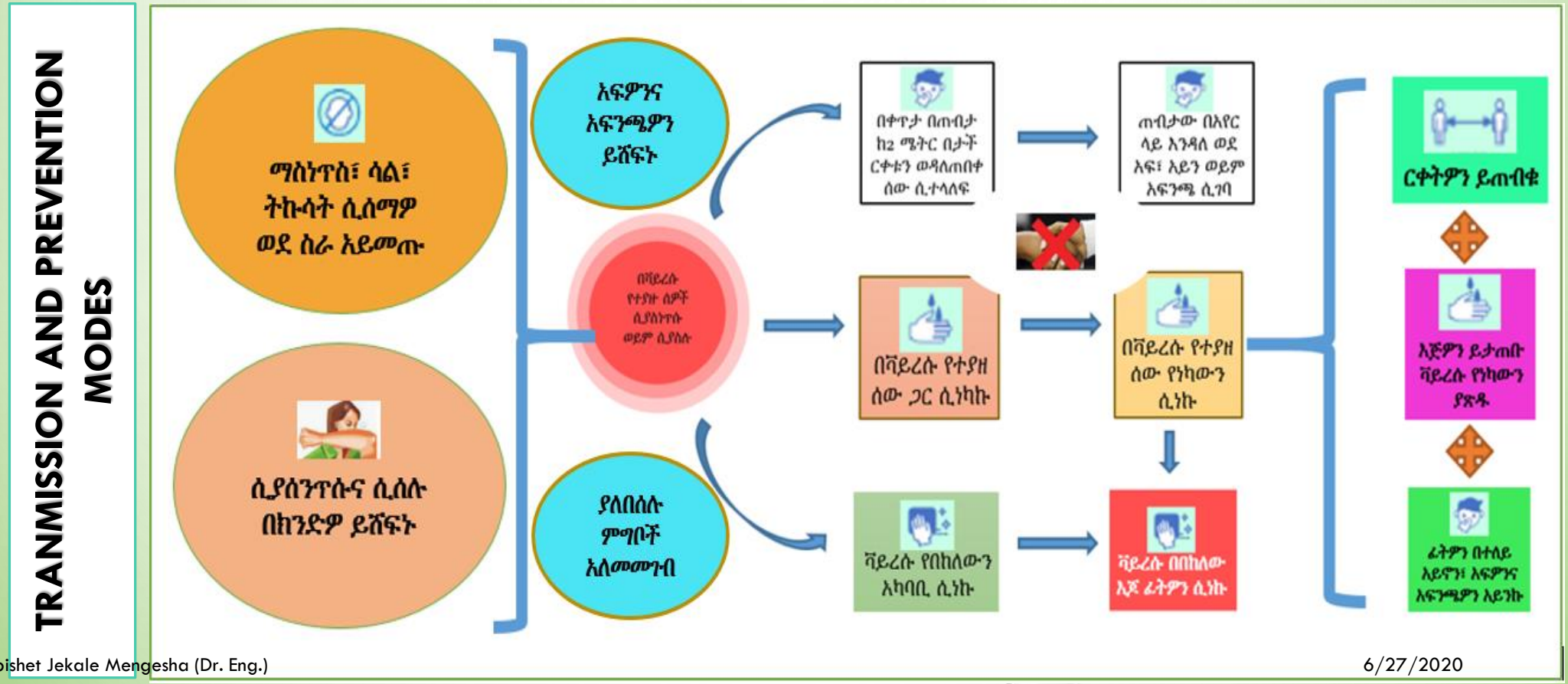
BACKGROUNDS

- COVID 19 AND THE CONSTRUCTION INDUSTRY



BACKGROUNDS

- **COVID 19 AND THE CONSTRUCTION INDUSTRY**



BACKGROUNDS

- **COVID 19 AND THE CONSTRUCTION INDUSTRY**

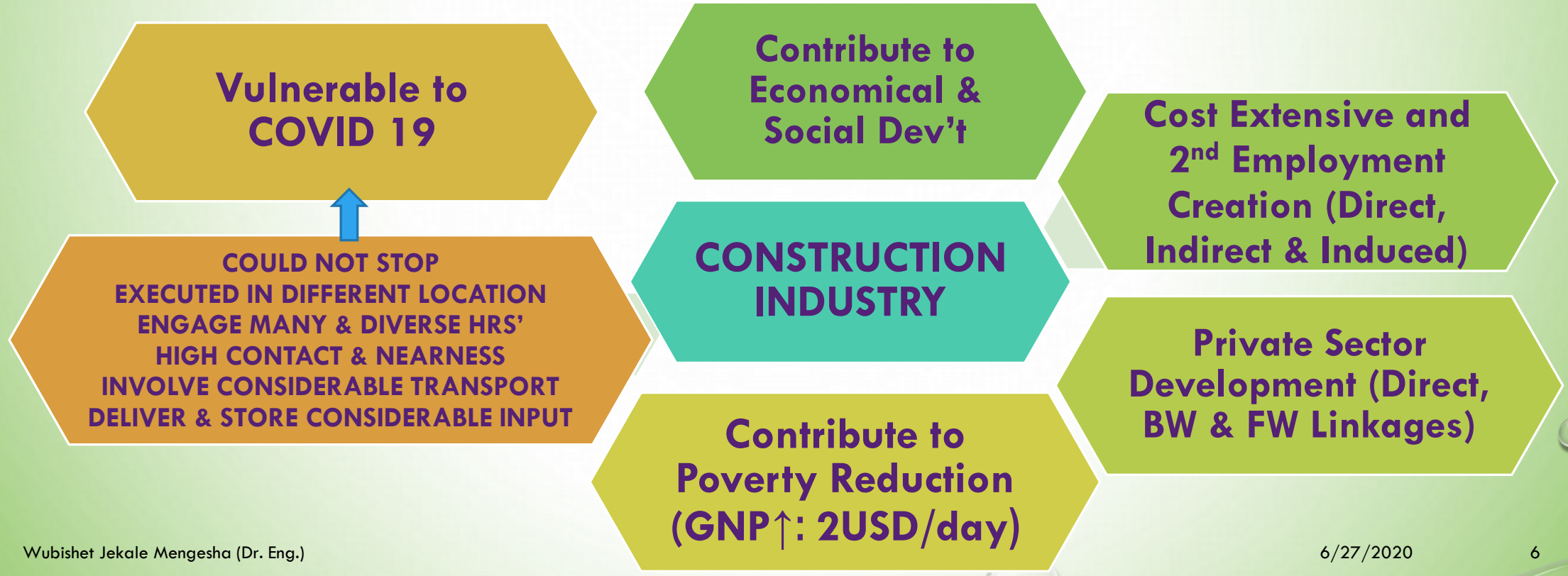
MAJOR SYMPTOMS

OTHER SYMPTOMS
SORE THROAT FATIGUE / TIREDNESS LOSS of TASTE



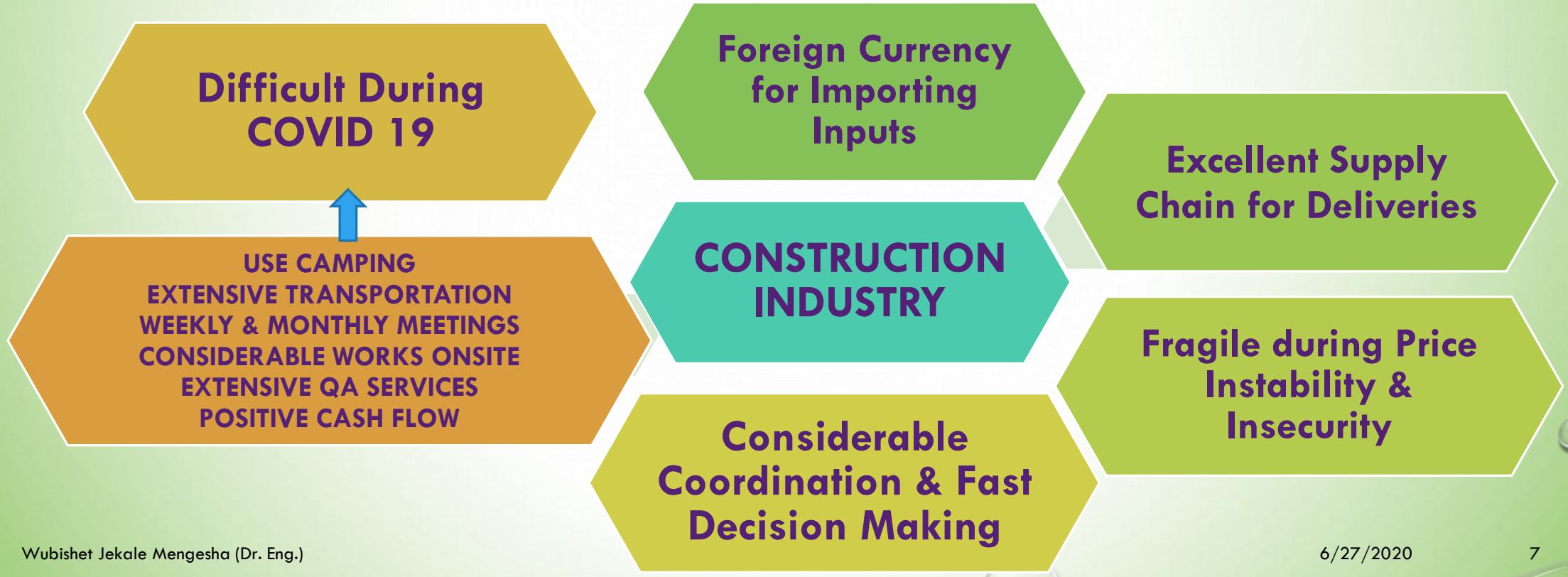
BACKGROUNDS

- **COVID 19 AND THE CONSTRUCTION INDUSTRY**



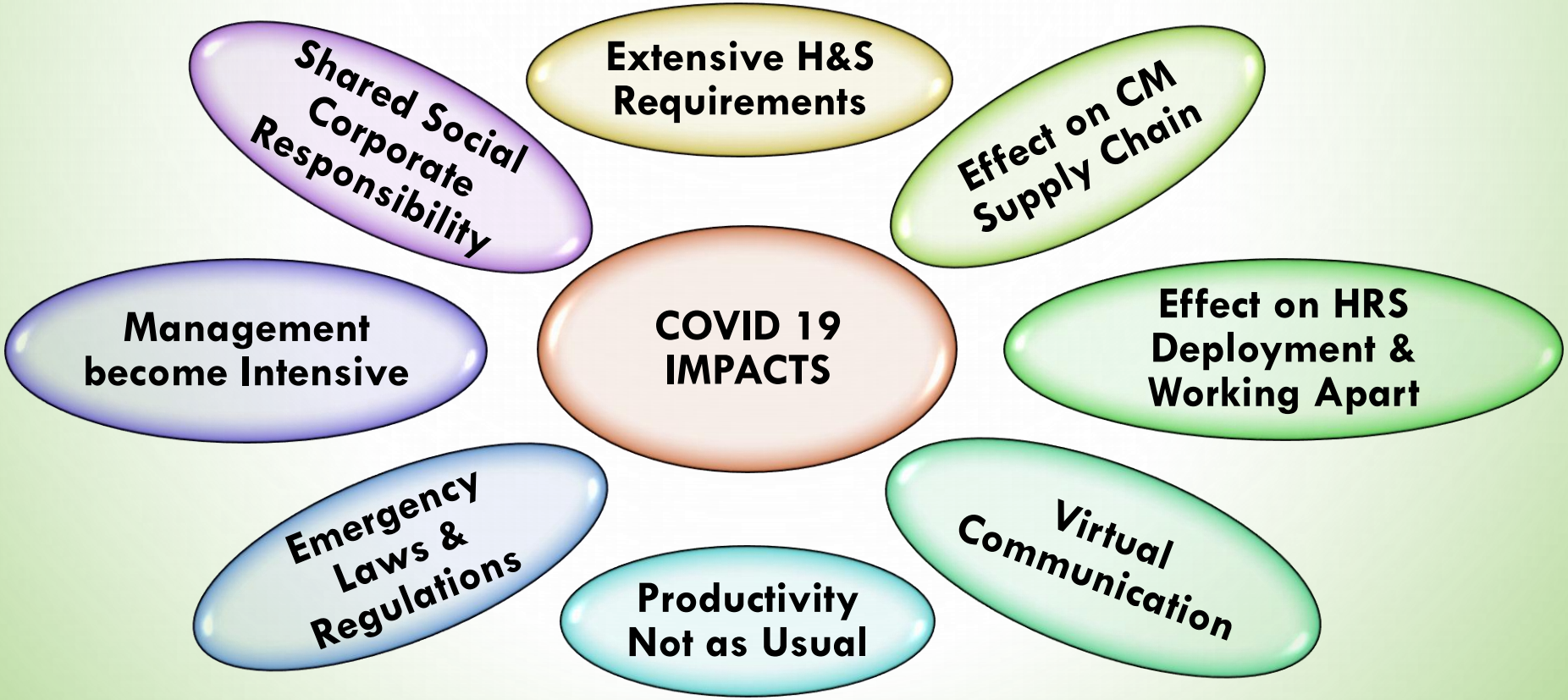
BACKGROUNDS

- **COVID 19 AND THE CONSTRUCTION INDUSTRY**



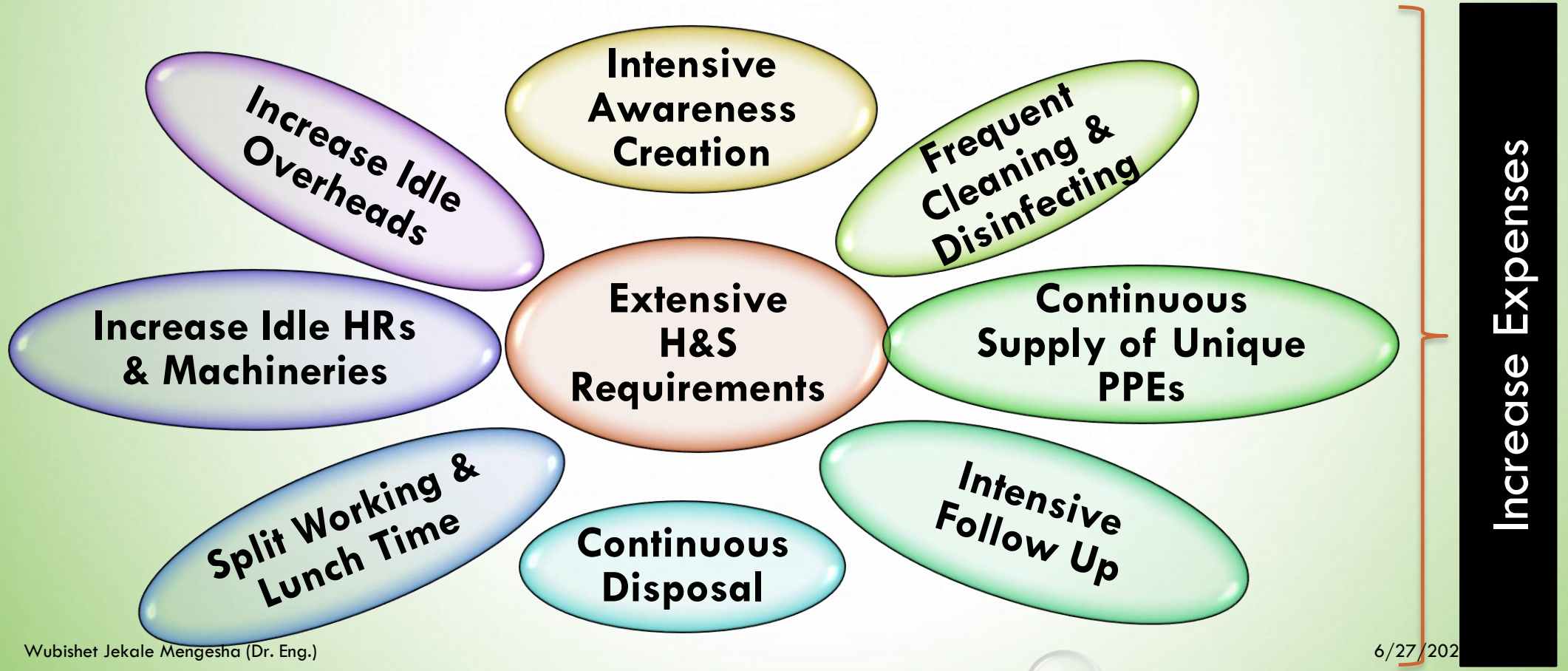
COVID 19 IMPACTS

- **GENERAL IMPACTS**



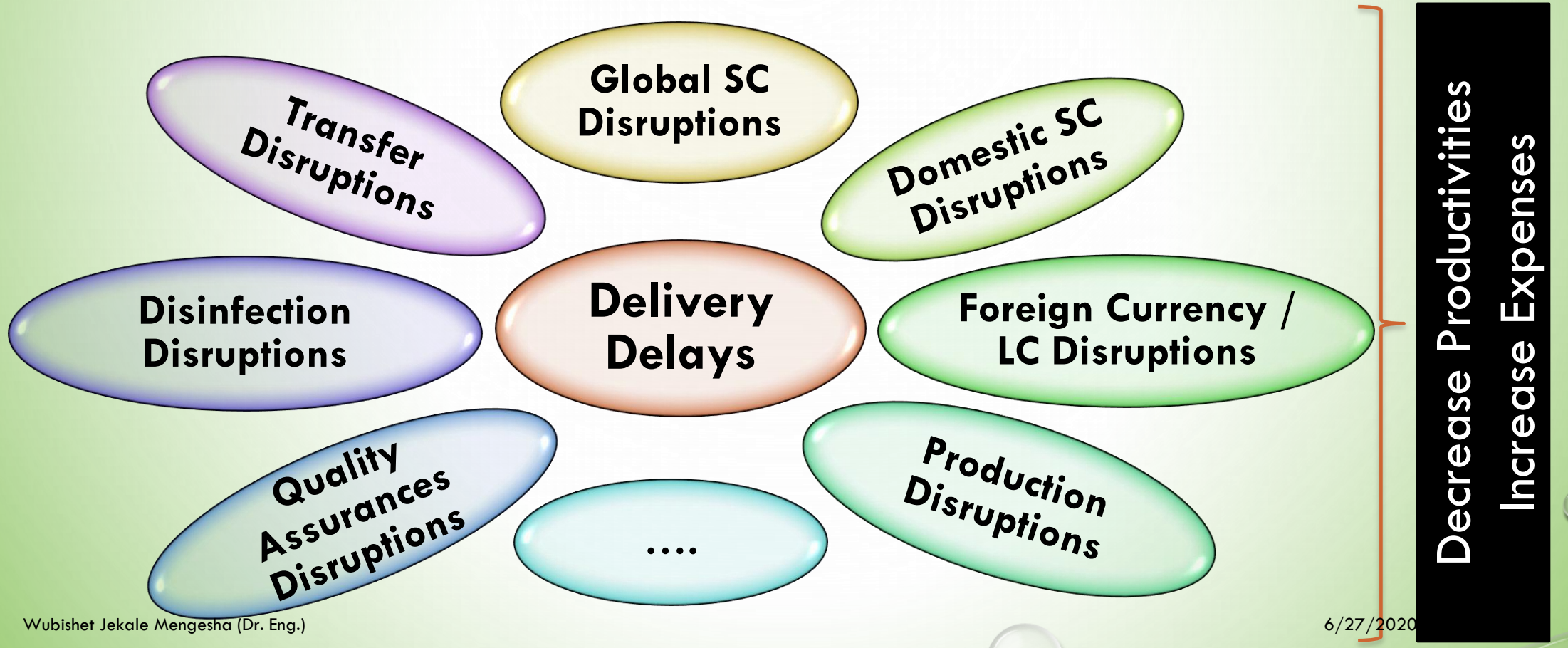
GENERAL IMPACTS

- **EXTENSIVE HEALTH & SAFETY REQUIREMENTS**



GENERAL IMPACTS

- **DELIVERIES OF CONSTRUCTION MATERIALS NOT TO BE AS USUAL**



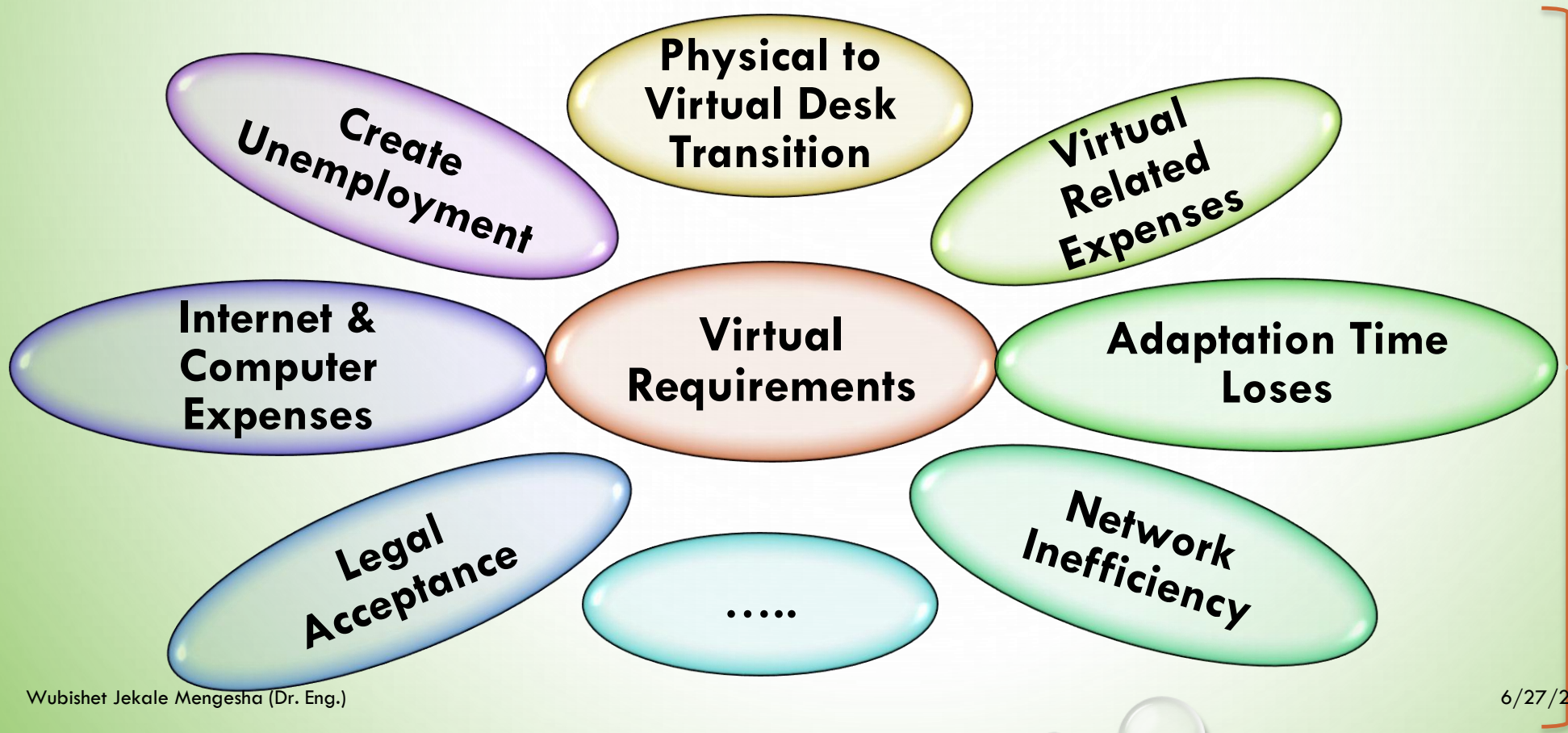
GENERAL IMPACTS

- **DEPLOYMENT / AVAILABILITY OF HRS AND WORKING SITUATIONS**



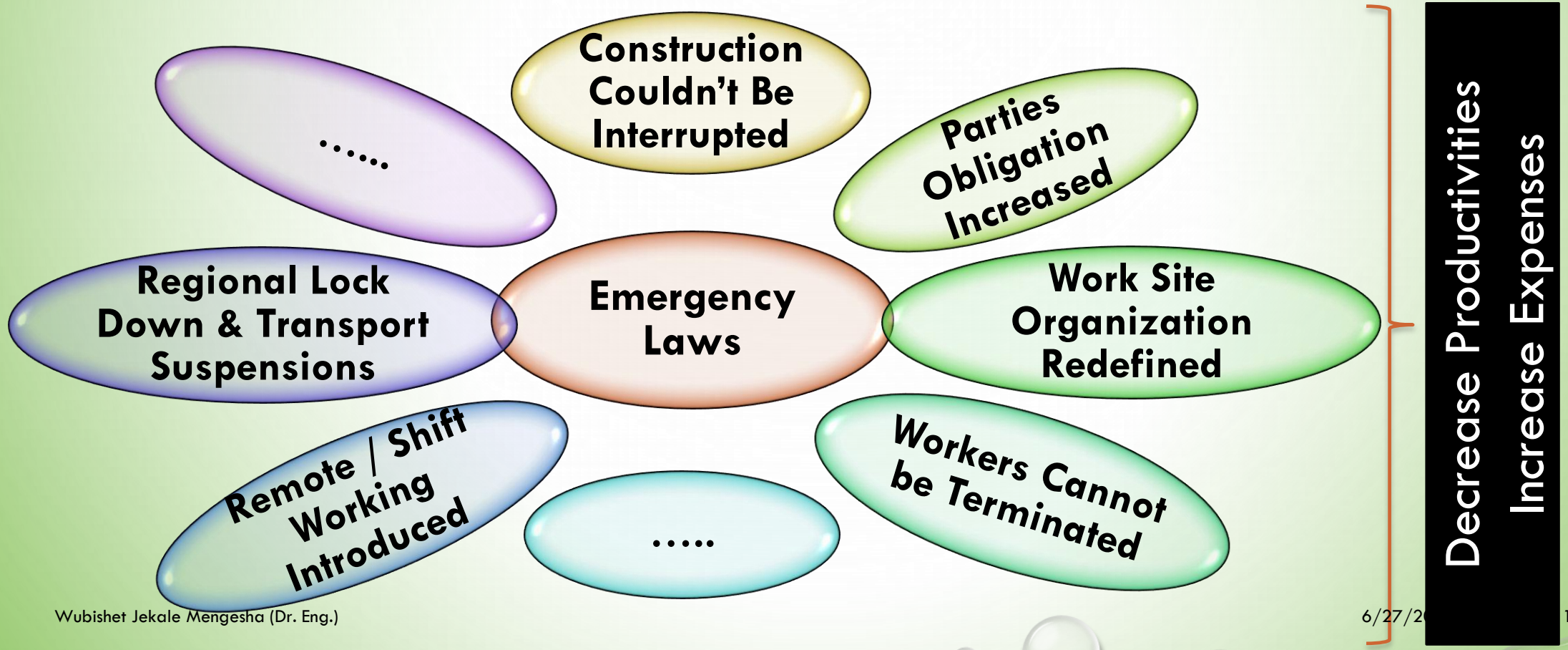
GENERAL IMPACTS

- **VIRTUAL COMMUNICATION INTRODUCED**



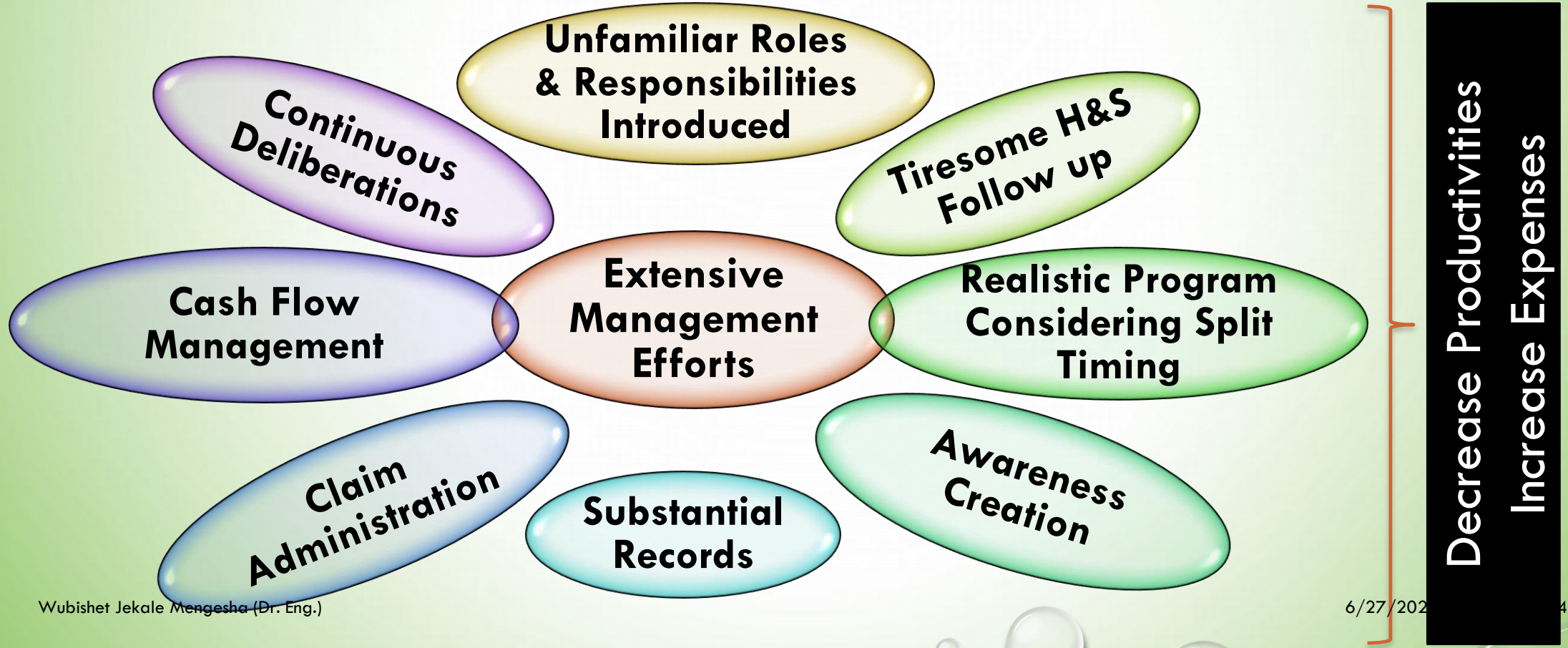
GENERAL IMPACTS

- **EMERGENCY LAWS TO BE LEGISLATED**



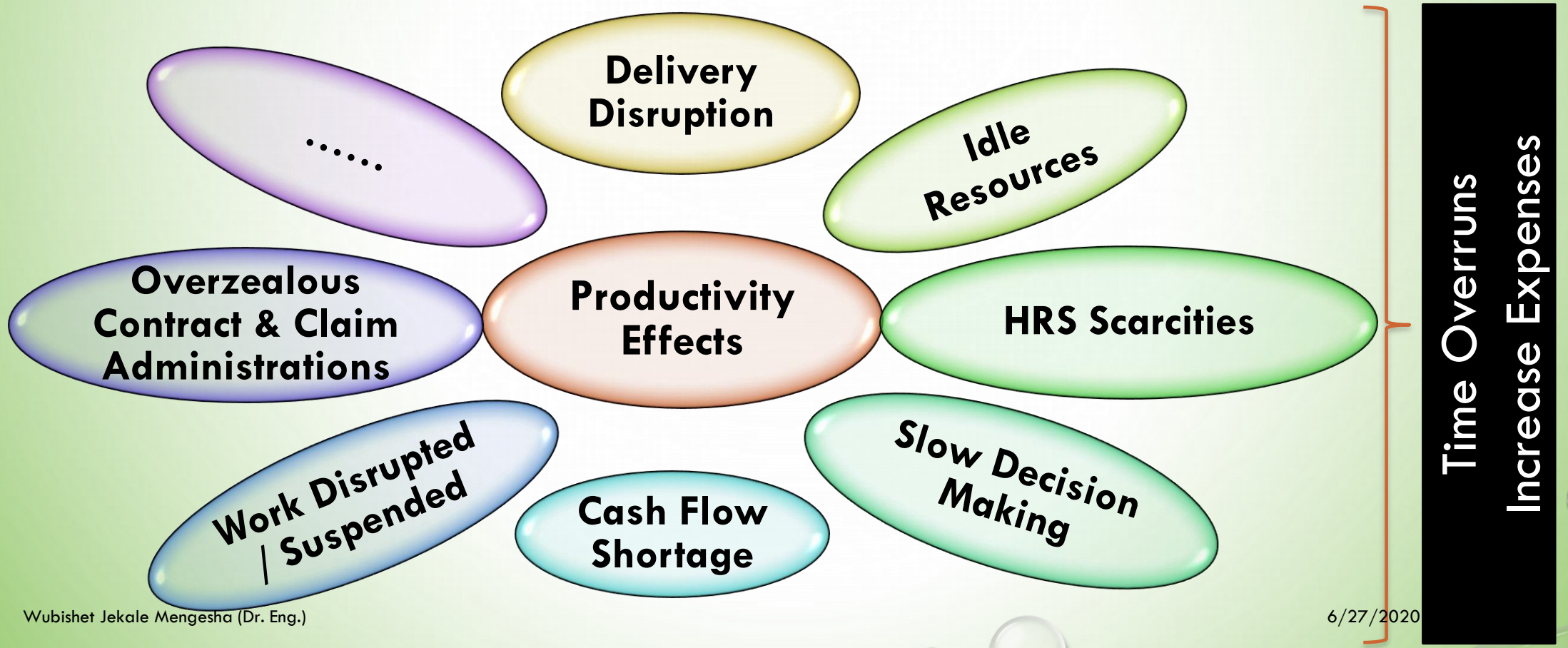
GENERAL IMPACTS

- **MANAGEMENT EFFORTS TO BE EXTENSIVE**



GENERAL IMPACTS

- **PRODUCTIVITY OF WORKS AND SERVICES NOT TO BE AS USUAL**



GENERAL IMPACTS

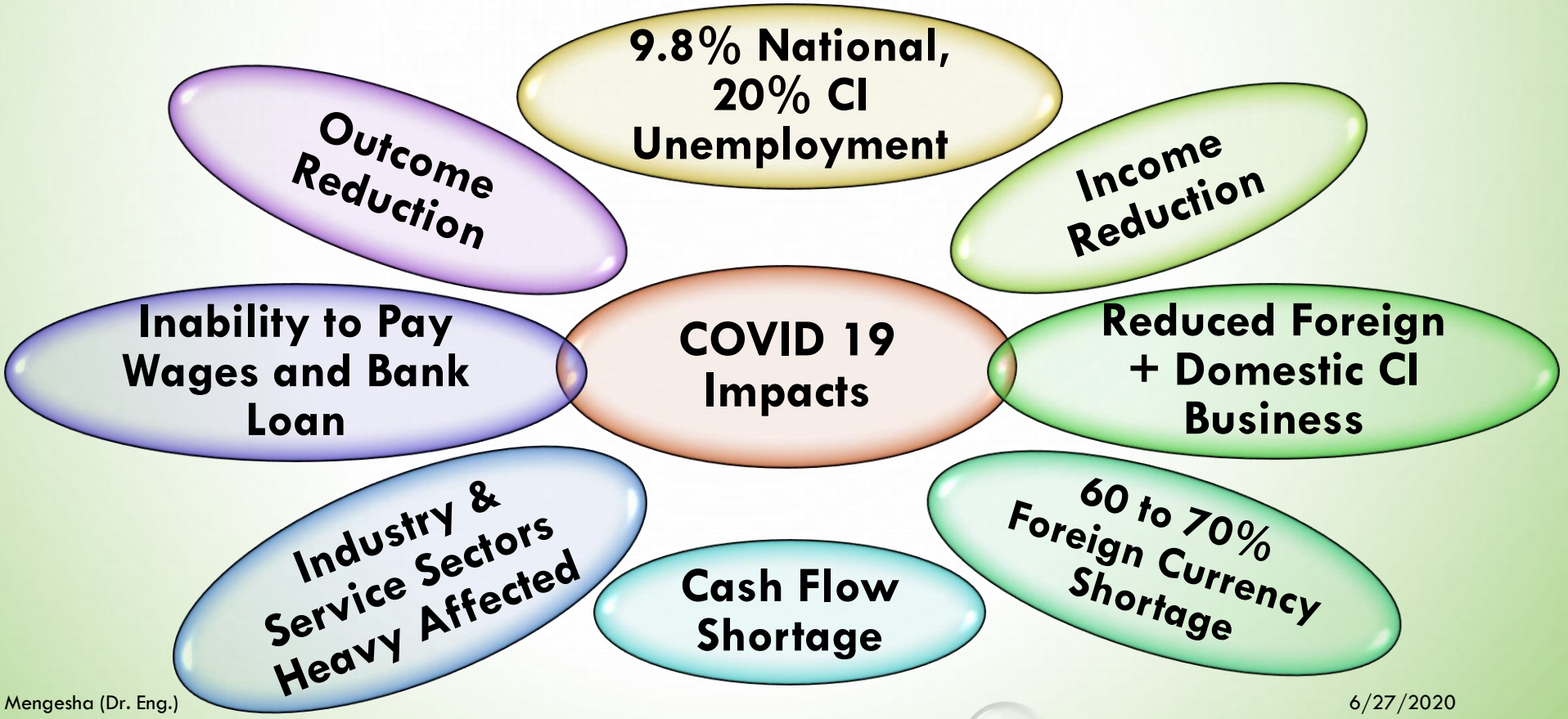
- **SOCIAL CORPORATE RESPONSIBILITY TO BE SHARED**



GENERAL IMPACTS

- **NATIONAL PERSPECTIVE**

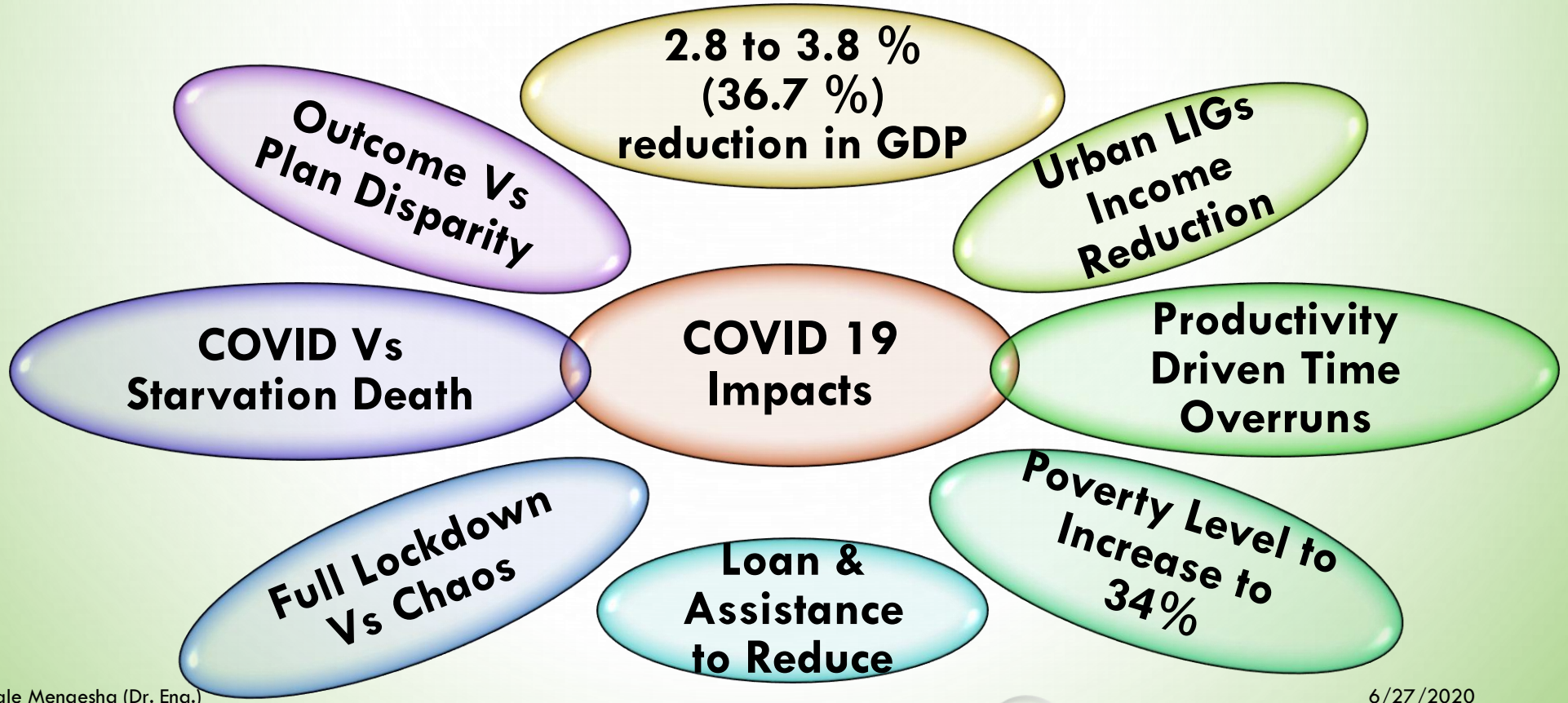
Planning & Development Commission, May 2020



GENERAL IMPACTS

- **NATIONAL PERSPECTIVE**

Planning & Development Commission, May 2020



SPECIFIC IMPACTS

- **CONSTRUCTION INDUSTRY**

Ministry of UD and Construction, May 2020

ተ. ቁ.	መግለጫ	የወረርሽኙ ተጽዕኖ
1	የምርታማነት መቀዛቀዝ (የፕሮጀክቶች መዘግየት)	40 በመቶ
2	በጉልበት / በቀን ሰራተኞች ላይ የሚቀንስ ገቢ	2.8 (ህ) እና 2.3 (መ) በመቶ
3	በጥቃቅንና አነስተኛ ተቋማት ላይ የሚቀንስ ገቢ	11.2 በመቶ
4	በግንባታ ስፍራዎች ቀጥተኛ ያልሆነ አገልግሎት የሚሰጡ የህብረተሰብ ክፍሎች ላይ የሚቀንስ ገቢ	ከ75 በመቶ እስከ መዘጋት
5	በመለስተኛና ጀማሪ ባለሙያዎች ላይ የሚቀንስ ገቢ	4.28 (ህ) እና 3.5 (መ) በመቶ
6	የግንባታ ግብአት አምራቾች / አቅራቢዎች ላይ የሚቀንስ ገቢ	20 (ህ) እና 16 (መ) በመቶ
7	የግንባታ ማሽነሪ አከራዮች ላይ የሚቀንስ ገቢ	2.4 (ህ) እና 6.4 (መ) በመቶ
8	የስራ ተቋራጮች ተጨማሪ ወጪ	12.75 (ህ) እና 17.45 (መ) በመቶ
9	የፋይናንስ ተቋማት ላይ የሚደርስ ተጽዕኖ	ከፍተኛ የመንግስት ድጎማ
10	ጂ.ዲ.ፒ.	60 በመቶ
11	የስራ ዕድል የሚቀንሰው	40 በመቶ

SPECIFIC IMPACTS

- **RECOMMENDED INTERVENTIONS**

Western Australia COVID 19 H&S Guideline, May 2020

- Screening workers coming to site
- Workplace Mapping
- Physical Distancing
- Hygiene
- Shared Tools, Plant and Equipment
- Cleaning and Disinfecting
- Personnel Hoists
- Personal Protective Equipment
- Common Areas
- Inspections
- Travel
- General Communications
- Vulnerable workers



SPECIFIC IMPACTS

- **RECOMMENDED INTERVENTIONS**

Western Australia COVID 19 H&S Guideline, May 2020

- Screening workers coming to site
- Workplace Mapping
- Physical Distancing
- Hygiene
- Shared Tools, Plant and Equipment
- Cleaning and Disinfecting
- Personnel Hoists
- Personal Protective Equipment
- Common Areas
- Inspections
- Travel
- General Communications
- Vulnerable workers



RECOMMENDED INTERVENTIONS

- **SCREENING WORKERS**

INITIAL DECLARATIONS

- have not been diagnosed with COVID-19 in the last 14 days;
- are not in a period of 14-day quarantine as directed by a health professional;
- have not been overseas in the last 14 days;
- have not been in contact with anyone who has COVID-19;
- have not been in contact with anyone who has been tested for COVID-19 and is awaiting the result; and
- do not have anyone in their household with symptoms consistent with COVID-19.

ONGOING DECLARATIONS

- have they been overseas or interstate in the last 14 days;
- have they been in contact with anyone who has COVID-19;
- have they been in contact with anyone who has been tested for COVID-19 and is awaiting the result; and
- do they have anyone in their household with symptoms consistent with COVID-19.

RECOMMENDED INTERVENTIONS

- **SOCIAL / PHYSICAL DISTANCING**

Physical distancing of at least 1.5 metres between workers should be maintained wherever possible. Employers should consider each work task and whether there is a safe alternative way to undertake the work with appropriate physical distancing. Consideration should be given to:

- Marking safe distances in work, transit and break areas (e.g. on floors and walls).
- Different shift patterns to minimise the number of workers onsite (e.g. AM/PM shifts).
- Staggering start times, breaks and finish times to avoid congestion in high traffic areas.
- Minimising workers coming into contact with each other as they move around the site.
- Planning for how physical distancing will be maintained during inclement weather (e.g. use of lunch or crib rooms and amenities).
- Installing temporary physical barriers (e.g. fences, screens) between work areas, where appropriate.

Where it is not possible to undertake work tasks and maintain physical distancing, other control measures need to be implemented. For example:

- Minimise the number of worker to worker interactions that need to be completed within 1.5 metres.
- Minimise the number of workers involved in activities that need to occur within 1.5 metres of each other.
- Provide personal protective equipment (PPE) (e.g. gloves, masks, glasses).

RECOMMENDED INTERVENTIONS

- **SHARED TOOLS AND EQUIPMENT**

Workers should avoid the shared use of tools, plant and equipment wherever possible. For example, drop saws, drills, grinders, ladders or elevating work platforms should not be used by more than one worker.

Where it is not possible to eliminate shared use:

- Provide cleaning products (e.g. alcohol spray or solution) where communal tools, plant and equipment are located.
- Keep cleaning products with tools, plant and equipment as they move around the site.
- Ensure all operators thoroughly wash or sanitise their hands before and after every use.
- Ensure all parts of tools, plant and equipment (e.g. including handles, handrails) are wiped down before and after use.

Shared use of phones, desks, offices, computers and other devices should also be avoided. Where this is not possible, these items should be regularly disinfected.

SPECIFIC IMPACTS

- **RECOMMENDED INTERVENTIONS**

Ministry of UD and Construction, May 2020

1. በየእለቱ ለሰራተኞች ስለቫይረሱ አስከፊነትና የመተላለፊያ መንገዶች በቂ ግንዛቤ መስጠት፣
2. በሳይት ላይ የጤና ባለሙያ በቋሚነት መመደብና የሰራተኞቹን እንቅስቃሴና የጤንነት ሁኔታ በቅርብ መከታተል፣
3. የሙቀት መለኪያ መሳሪያ ማቅረብና በቀን ቢያንስ ሁለት ጊዜ የሰራተኞቹን ሙቀት መለካት፣
4. በአንድ የስራ ቦታ ላይ ርቀታቸውን ጠብቀው መስራት የሚችሉ|ውስን ሰራተኞችን ብቻ ማሰማራት፣
5. ሰራተኞች ተገቢውን ርቀት ጠብቀው ስራቸውን እያከናወኑ መሆኑን መከታተል፣
6. ምቹና ርቀትን መጠበቅ የሚያስችል የመመገቢያና ልብስ የመቀየሪያ ስፍራ ማዘጋጀት፣
7. ሰራተኞችን በሽፍት ማሰራትና አንድ ላይ ግር ብለው እንዳይቀመጡ መከላከል፣

SPECIFIC IMPACTS

- **RECOMMENDED INTERVENTIONS**

Ministry of UD and Construction, May 2020

8. በሰራተኞች መካከል የስራ መሳሪያዎች ልውውጥን ለመግታት እያንዳንዱ ሰራተኛ በተቻለ መጠን የራሱ የሆነ የስራ መሳሪያ እንዲኖረው ማድረግ ወይም በኬሚካል በማጽዳት መቀባበል፣
9. በግንባታ ስፍራዎች ላይ በቂ የመጠጥና የንጽህና መጠበቂያ ውሀ፣ ሳሙና፣ ሳኒታይዘር፣ የእጅ የአፍና የአፍንጫ መሸፈኛ ማቅረብ፣
10. የግንባታ ቦታዎችን በየጊዜው ማፅዳትና ከቆሻሻ ነፃ ማድረግ፣
11. የስራ ቦታዎችን በኬሚካል ማጽዳት፣
12. የCOVID-19 ቫይረስ ተጠርጣሪ ጊዜያዊ ለይቶ ማቆያ ቦታ ማዘጋጀት፣
13. በተቻለ መጠን የግንባታ ሰራተኞች የህዝብ ትራንስፖርት ከሚጠቀሙ ይልቅ በድርጅቱ ትራንስፖርት ማጓጓዝ ወዘተ.

FACTS ON SITE

- **CONSTRUCTION INDUSTRY**

Ministry of UD and Construction, May 2020

- አብዛኛዎቹ ፕሮጀክቶች ለተወሰኑት ሰራተኞቻቸው ብቻ የትራንስፖርት አገልግሎት እንደሚሰጡና ሰፊውን ቁጥር የሚሸፍነው ሰራተኛ በህዝብ ትራንስፖርት እንደሚገለገል፣
- ከአንድ ፕሮጀክት ውጪ በተቀሩት ሁሉም ሳይቶች ላይ የሰራተኞችም ሆነ የጎብኝዎች የመፀቀት መጠን እንደማይለካ፣
- በአብዛኞቹ የግንባታ ሳይቶች ላይ ሰራተኞቹ ወደ ስራ በሚገቡበት ወቅት ስለ ቫይረሱ መተላለፊያና የጥንቃቄ መርሆች ግንዛቤ እንዲያገኙ እንደሚደረግና በአንድ ሳይት ላይ ደግሞ በምሳ ሰአት ላይ መረጃዎችን በሬዲዮ እንዲያገኙ እየተደረገ ስለመሆኑ፣
- በሁለት ፕሮጀክቶች ላይ የእጅ ጓንት በተወሰነ ደረጃ የቀረበ ቢሆንም ሰራተኞቹ በሚፈለገው አግባብ እየተጠቀመበት እንዳይደለና በጥቅሉ የቁጥጥር ክፍተት እንደሚስተዋል፣
- የአፍና አፍንጫ ማስክን በተመለከተ በአብዛኛዎቹ ፕሮጀክቶች ላይ የምህንድስና ባለሙያ የሆኑ ሰራተኞች ብቻ እየተጠቀሙ እንደሆነና ሰፊ ቁጥር ላላቸው የእጅ ባለሙያዎችና የቀን ሰራተኞች አቅርቦቱ እንደሌለ፣
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FACTS ON SITE

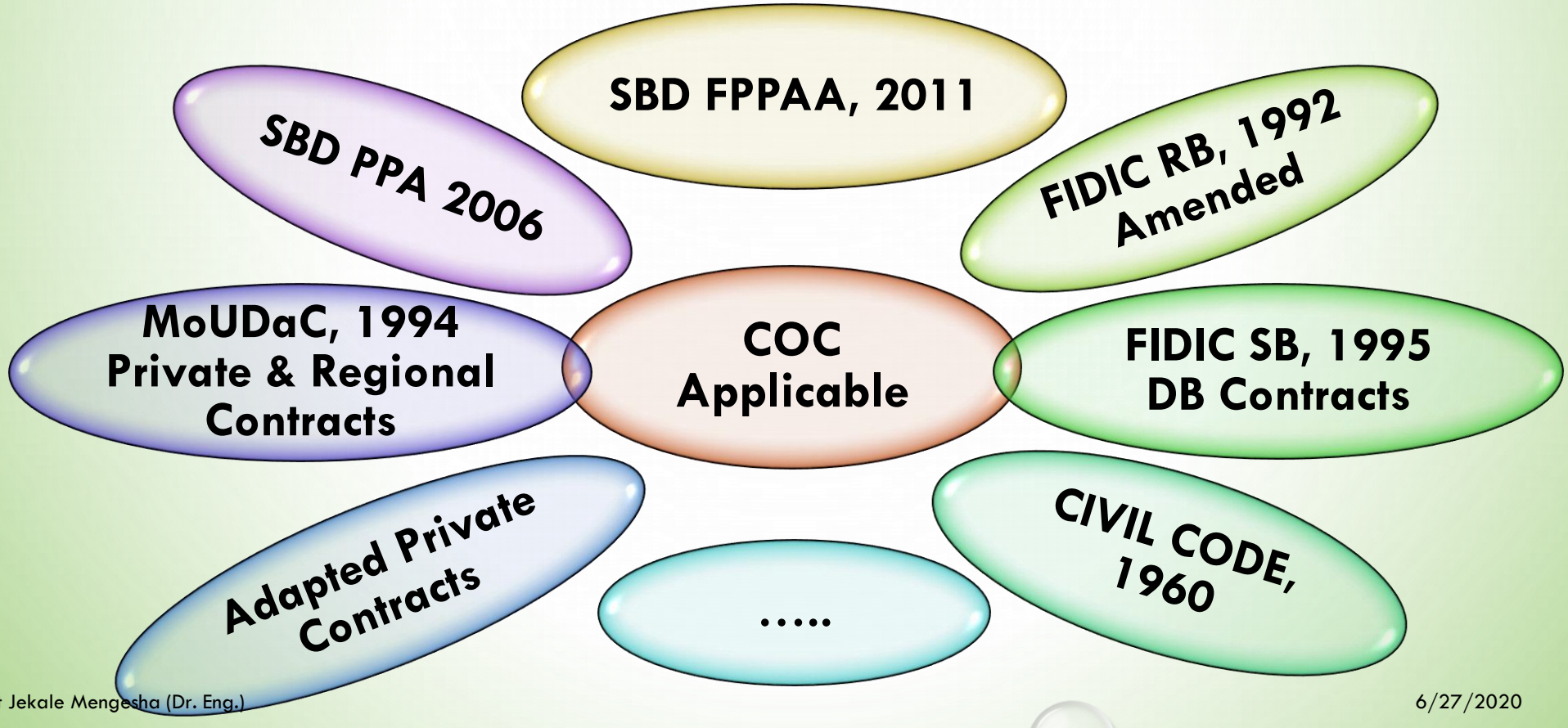
- **CONSTRUCTION INDUSTRY**

Ministry of UD and Construction, May 2020

- የሳኒታይዘር አቅርቦት በበቂ ሁኔታ እንደሌለና በተወሰነ ደረጃ የቀረበውም ቢሆን በየትኛውም ሳይት ላይ ለእጅ ባለሙያዎችና ለቀን ሰራተኞች የተሰጠበት አግባብ እንደሌለ፣
- በዳሰሳው ውስጥ ከተካተቱት አስር የግንባታ ሳይቶች መካከል በአንዱ ሳይት ላይ ብቻ ሰራተኞች በሚሰሩበትና መግቢያ በሮች አካባቢ በየቀኑ የኬሚካል ርጭት እንደሚከናወንና በቀሪዎቹ ሳይቶች ላይ ግን ይህ እንደማይተገበር፣
- የግንባታ ቦታዎችን በየጊዜው ማፅዳትና ከቆሻሻ ነፃ ማድረግ በአብዛኛው ሳይት ላይ በአግባቡ እየተተገበረ እንዳይደለ፣
- በየሳይቶቹ ላይ ያለው የሰራተኞች ቁጥር ከሌላው ጊዜ አንጻር በጥቅሉ አነስተኛ እንደሆነ፣
- በስራ ላይ ያሉት ሰራተኞችም ቢሆኑ በሚፈለገው ልክ ማህበራዊ ርቀታቸውን በጠበቀ አግባብ ስራዎችን እያከናወኑ እንዳልሆነ፣
- የCOVID-19 ቫይረስ ተጠርጣሪ ጊዜያዊ ለይቶ ማቆያ ቦታ ዝግጅትን በተመለከተ በሁለት ሳይቶች ላይ ብቻ ሙከራ መደረጉንና በቀሪዎቹ ሳይቶች ላይ ለጉዳዩ ምንም ትኩረት እንዳልተሰጠውና
- በሁሉም ሳይቶች ላይ በቂና ምቹ የሆነ የሰራተኞች መመገቢያ ካፍቴሪያ እንደሌለ ተገኘው

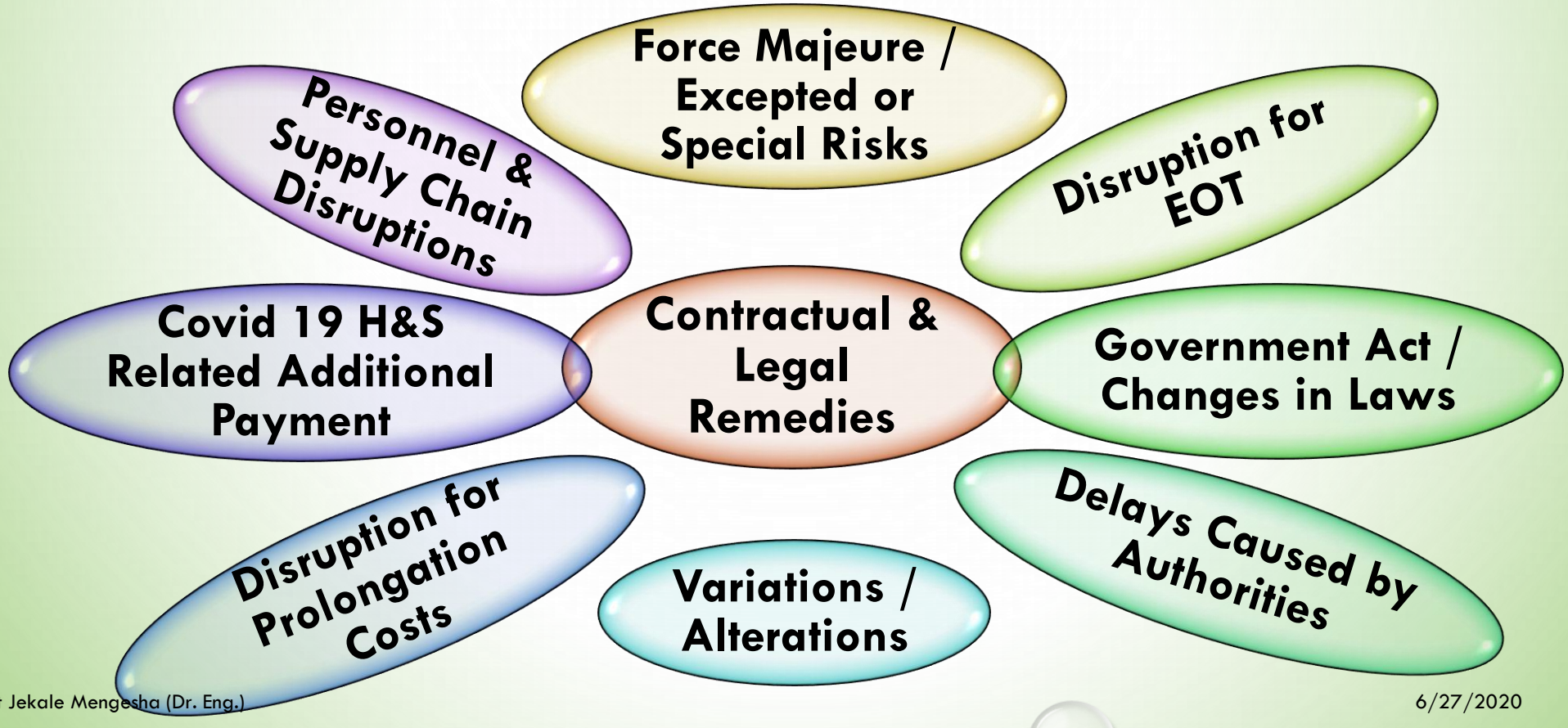
CONTRACTUAL & LEGAL REQUIREMENTS

- **CONDITIONS OF CONTRACT & APPLICABLE LAW**



CONTRACTUAL & LEGAL REMEDIES

- **CONSTRUCTION INDUSTRY**



CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL RISKS**

FPPAA, GCC 2011

18. Force Majeure

18.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Contractor, and which makes a Contractor's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes:

(a) An official prohibition preventing the performance of a contract,

(b) A natural catastrophe such as an earthquake, fire, explosion, storm, floods, or other adverse weather conditions, or

(c) International or civil war, or

(d) Other instances of Force Majeure identified as such by the civil code.

Civil Code, 1960

Art. 1792. — *Force majeure.*

(1) Force majeure results from an occurrence which the debtor could normally not foresee and which prevents him absolutely from performing his obligations.

(2) Force majeure shall not exist where the occurrence could normally have been foreseen by the debtor or where it renders more onerous the performance by the debtor of his obligations.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL OR EMPLOYER RISKS**

FIDIC RB, 1992

Loss or Damage Due to Employer's Risks	**20.3**	In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.
Employer's Risks	**20.4**	The Employer's risks are: (h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL RISKS**

Civil Code, 1960

Art. 1793. — *Cases of force majeure.*

The following occurrences may, according to the circumstances, constitute cases of force majeure:

(a) the unforeseable act of a third party for whom the debtor is not responsible; or

(b) an official prohibition preventing the performance of the contract; or

(c) a natural catastrophe such as an earthquake, lightning or floods; or

(d) international or civil war; or

(e) the death or a serious accident or unexpected serious illness of the debtor.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL RISKS**

Civil Code, 1960

Art. 1794. — *Absence of force majeure.*

Unless otherwise expressly agreed, the following occurrences shall not be deemed to be cases of force majeure:

(a) a strike or lock-out taking place in the undertaking of a party or affecting the branch of business in which he carries out his activities; or

(b) an increase or reduction in the price of raw materials necessary for the performance of the contract; or

(c) the enactment of new legislation whereby the obligations of the debtor become more onerous.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL RISKS**

FPPAA, GCC 2011

18.2 The following occurrences shall not be deemed to be cases of Force Majeure:

(a) A strike or lock-out taking of a party or affecting the branch of business in which he carries out his activities where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, or

(b) An increase or reduction in the price of raw materials necessary for the performance of the contract, or

(c) The enactment of new legislation where by the obligations of the debtor becomes more onerous, or

(d) Any event which is caused by the negligence or intentional action of a Contractor or such Contractor's Sub-Contractors or agents or employees; or

(e) Any event which a diligent Party could reasonably have been expected to both:

(i) Take into account from the effective date of the Contract; and

(ii) Avoid or overcome in the carrying out of its obligations; or

(f) Insufficiency of funds or failure to make any payment required hereunder.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL RISKS**

FPPAA, GCC 2011

18.3 The failure of a Contractor to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Contractor affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

18.4 A Party affected by an event of Force Majeure shall take all reasonable measures to

(a) Remove such Party's inability to fulfill its obligations hereunder with a minimum of delay; and

(b) Minimize the consequences of any event of Force Majeure.

18.5 A Contractor affected by an event of Force Majeure shall notify the Public Body of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL RISKS**

FPPAA, GCC 2011

18.6 Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

18.7 During the period of their inability to carry out the Works as a result of an event of Force Majeure, the Contractor, upon instructions by the Public Body, shall either:

(a) Demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Public Body, in reactivating the Works; or

(b) Continue to perform his obligations under the Contract to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

18.8 Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, has become unable to carry out the Works, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL OR EMPLOYER RISKS**

FIDIC EPC Turnkey, 1999

19.1 Definition of Force Majeure	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.
19.2 Notice of Force Majeure	If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

CONTRACTUAL & LEGAL REQUIREMENTS

- **FORCE MAJEURE / EXCEPTED OR SPECIAL OR EMPLOYER RISKS**

FIDIC EPC Turnkey, 1999

19.4 Consequences of Force Majeure

If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 *[Notice of Force Majeure]*, and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 *[Contractor's Claims]* to:

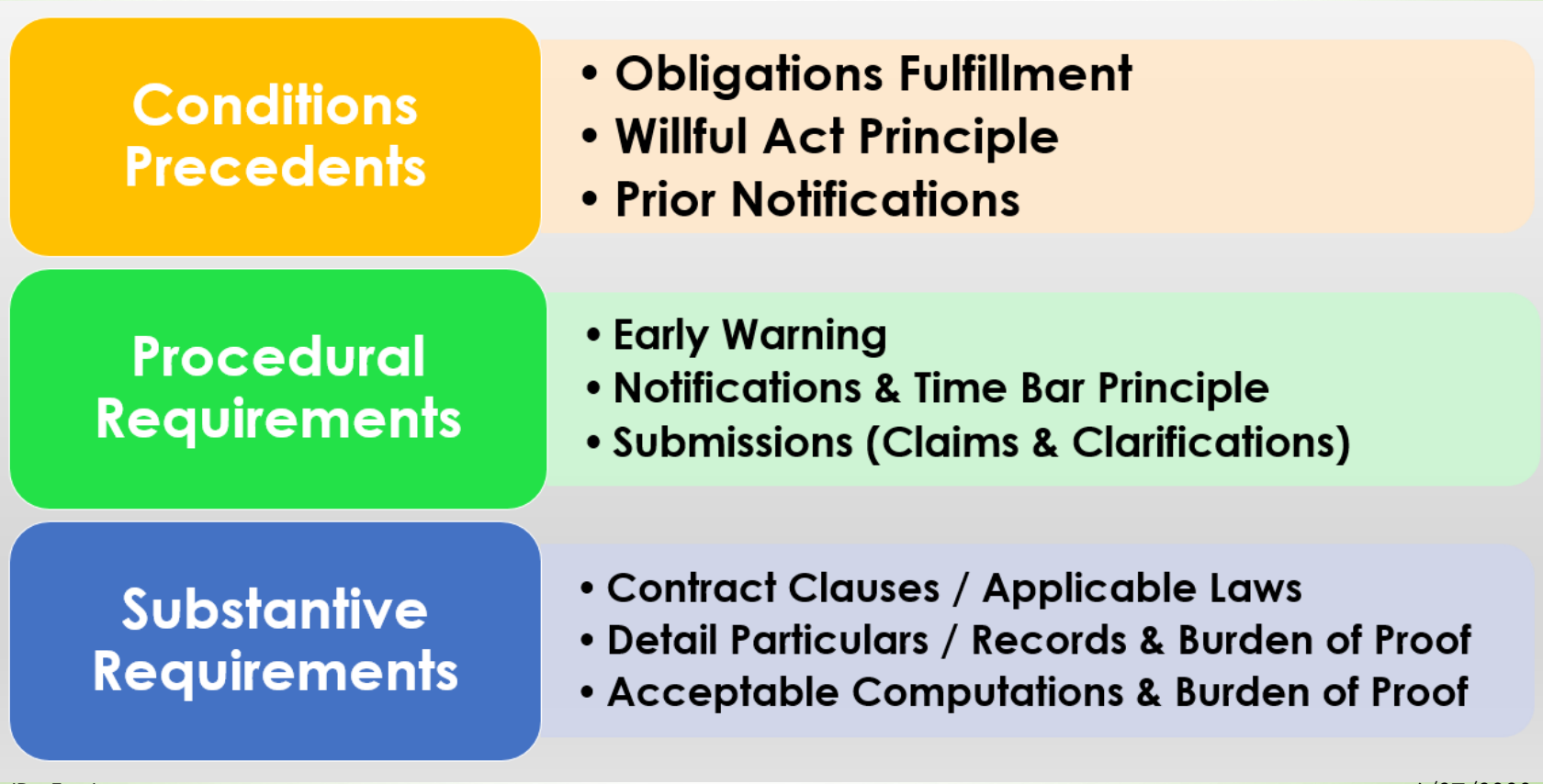
(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 *[Extension of Time for Completion]*, and

(b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 *[Definition of Force Majeure]* and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 *[Determinations]* to agree or determine these matters.

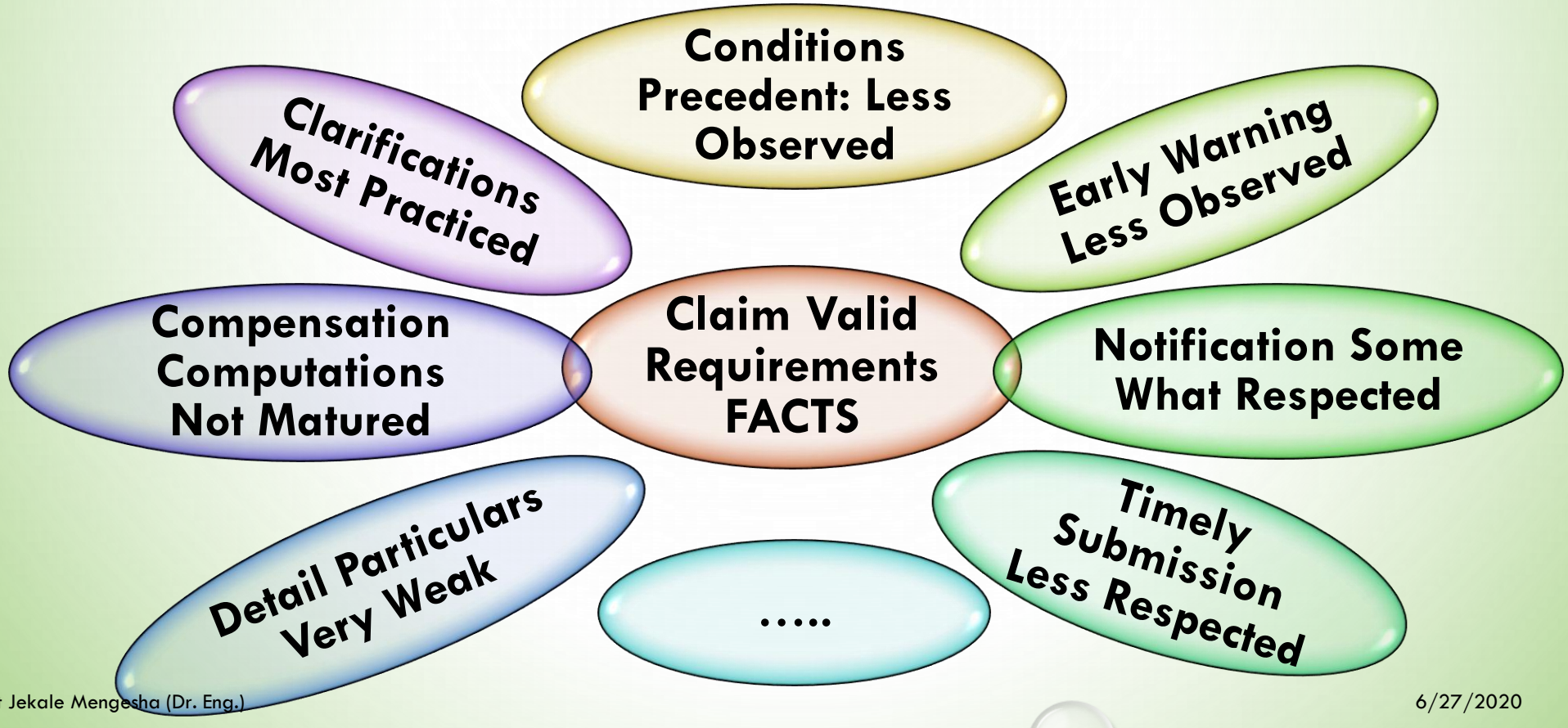
CONTRACTUAL & LEGAL REQUIREMENTS

- **VALID CLIAM REQUIREMENTS**



FACTS ON CLAIM VALID REQUIREMENTS

- CONSTRUCTION INDUSTRY



CLAIM TYPES

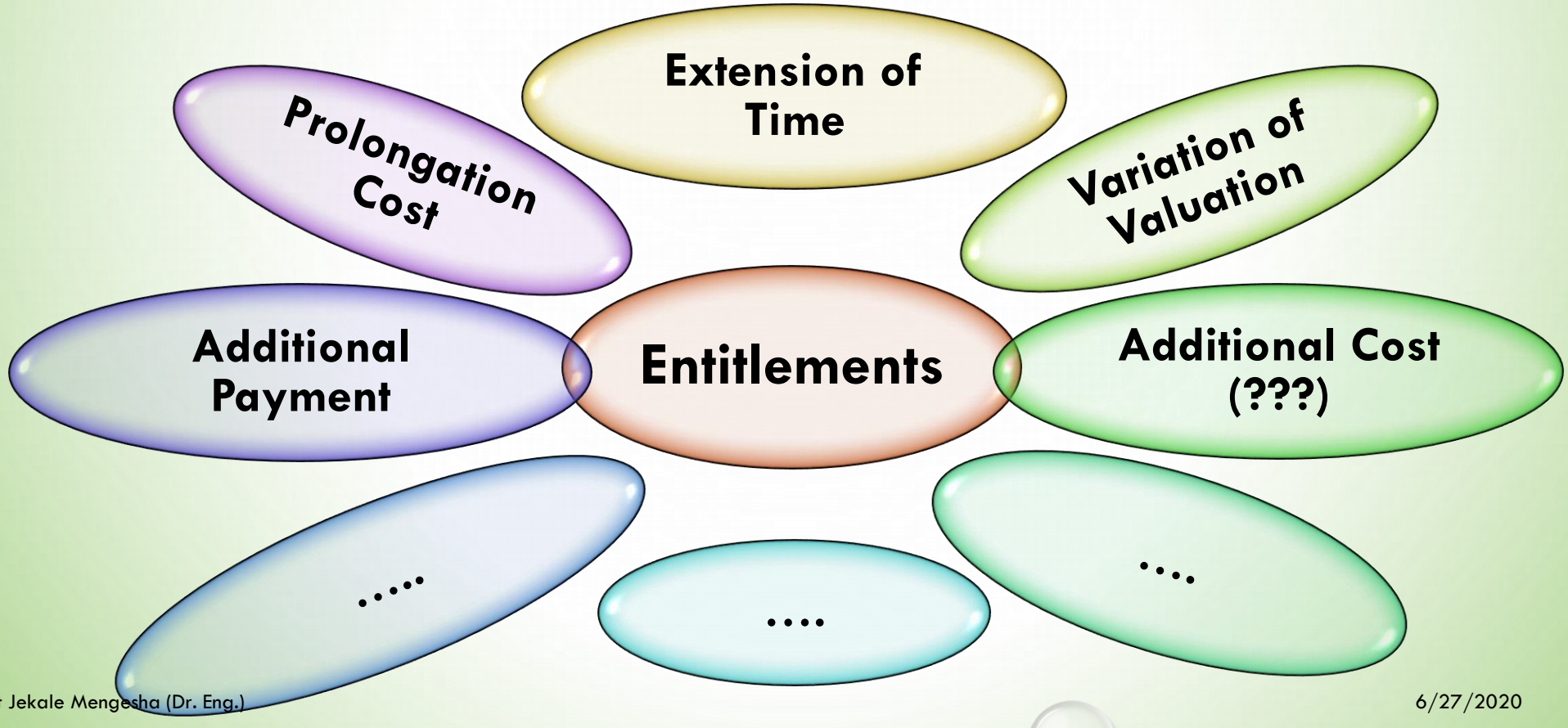
- **CONSTRUCTION INDUSTRY**

CLAIM & DISPUTE TYPES

1. **CONTRACTUAL CLAIMS & DISPUTES**
   a. **EXTENSION OF TIME**
   b. **ADDITIONAL COST**
2. **EXTRA CONTRACTUAL CLAIMS & DISPUTES**
   a. **WITH FAULT**
   b. **WITHOUT FAULT**
   c. **PRECARIOUS**
3. **QUANTUM MERIT CLAIMS & DISPUTES**
   a. **PAYMENTS DUE TO WORKS INSTRUCTED OR CONTRACT REPLACED**
4. **EX-GRATIA CLAIMS & DISPUTES**
   a. **PAYMENT ARISING OUT OF HARDSHIP WITH NO LEGAL REMEDY (MERCY OR MORAL LIABILITY OR SYMPATHY CLAIMS)**

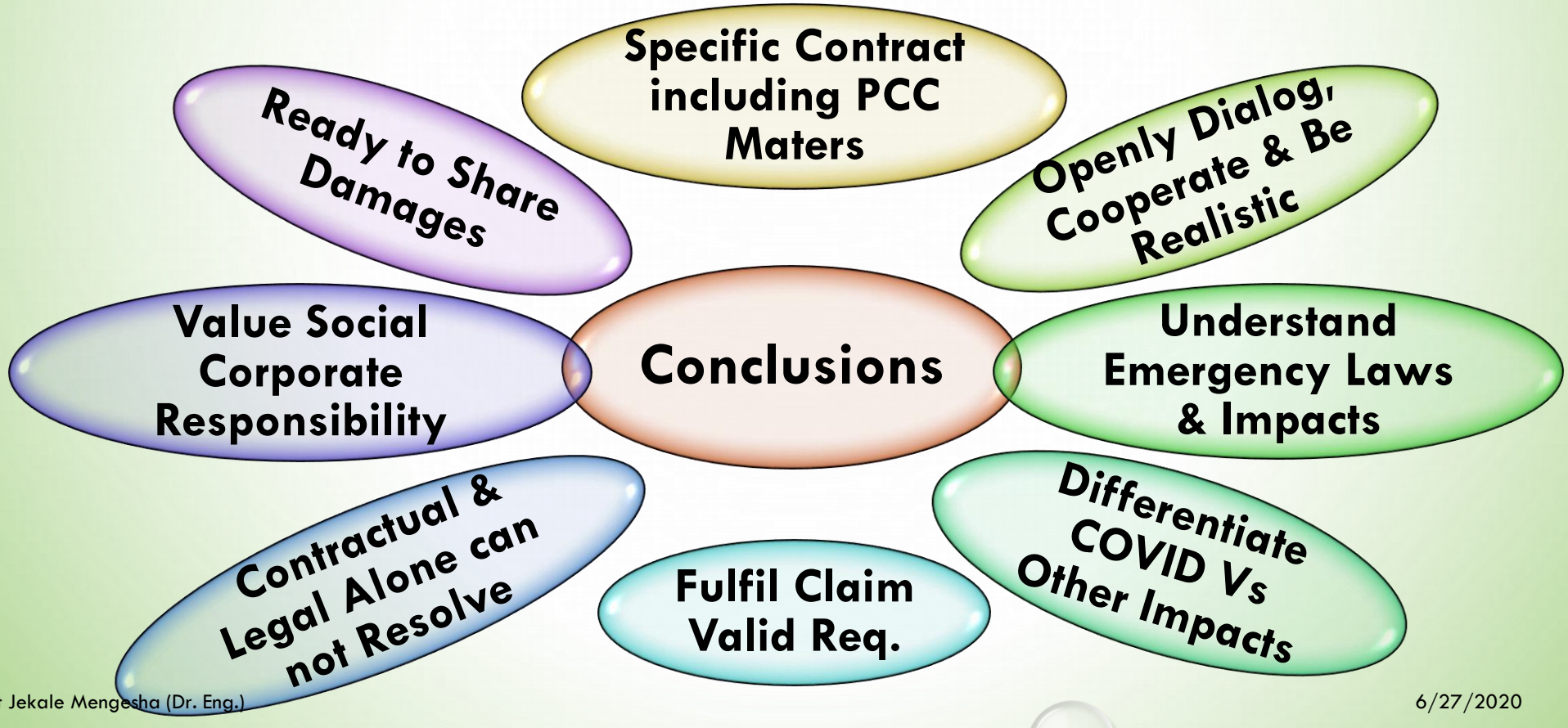
CONCLUSIONS: ENTITLEMENTS

- **ENTITLEMENTS**



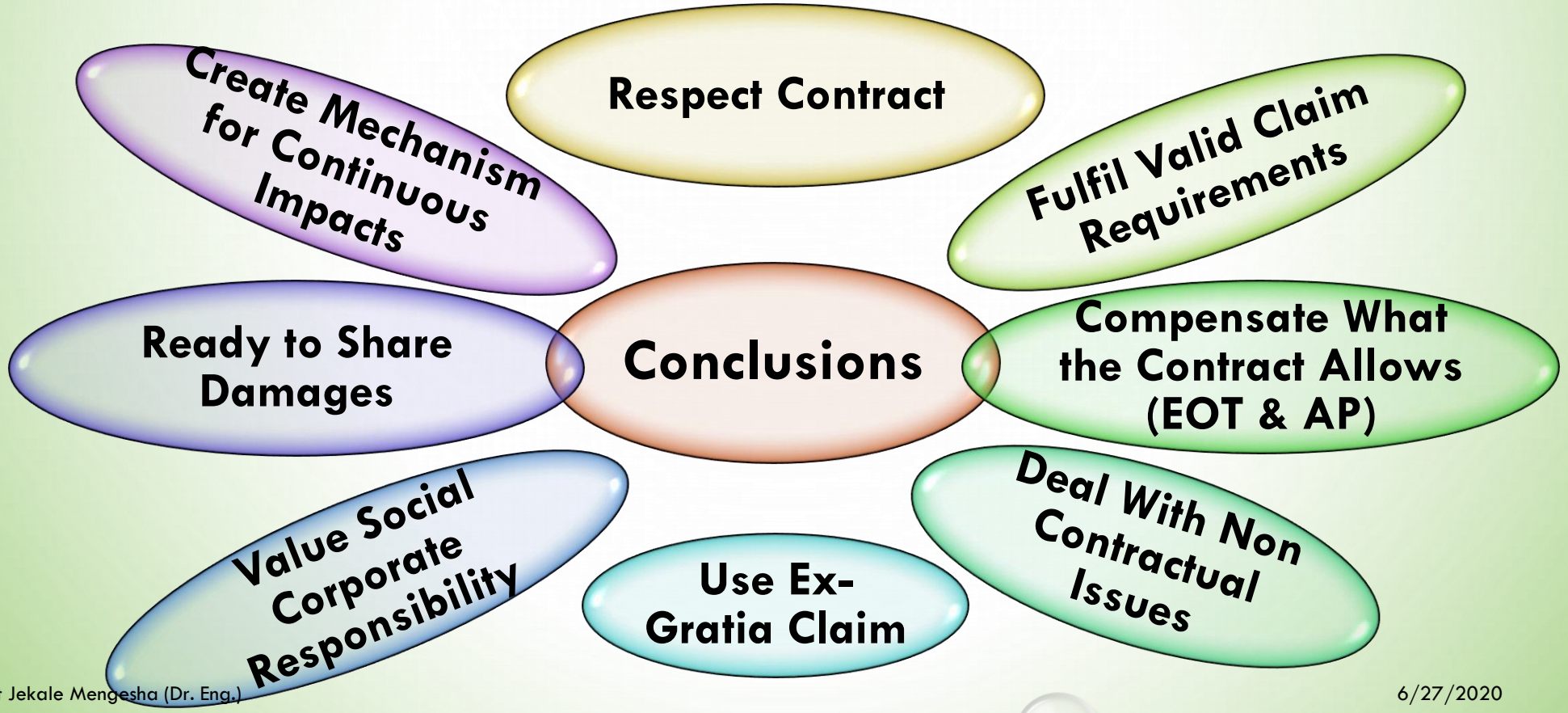
CONCLUSIONS: WHAT FIDIC RECOMMENDED

- **CONSTRUCTION INDUSTRY**



CONCLUSIONS: MY VIEW

- **CONSTRUCTION INDUSTRY**



Thanks &



Questions