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Works Branch Technical Circular No. 8/92

**Notes to Engineers and Architects on the Assessment of
Contract Completion Time and Grant of Extensions of
Time in Relation to Inclement Weather
in the General Conditions of Contract (1990 Edition)**

(LWBTC No. 27/85 is to be retained for the duration of all 1985 GCC. This WBTC is to be used for all 1990 GCC onwards)

The General Conditions of Contract for "Civil Engineering" and "Building" Works (1990 Editions) Clause 50(1)(b)(i), provide for the Contractor to be granted an extension of time for completion of the works -

"If in the opinion of the Engineer (Architect) the cause of the delay is :-

(i) inclement weather conditions adversely affecting the progress of the Works"

2. In this context, "inclement weather conditions" may be taken to mean "any weather condition which is detrimental to the progress of the Works in critical areas of the works programme and effectively delays the completion of the Works."

3. When weather conditions occur which may fall within this definition it is the responsibility of the Engineer/Architect to fairly determine whether the conditions prevented the completion of the Works, within the stated or extended time and if so, to assess the length of time by which the Works were delayed, and grant an extension to the time for completion accordingly. The object is to replace the lost time.

4. In making this decision the Engineer/Architect must use his professional judgment, but in so doing the Engineer/Architect may consider :-

- (a) the Contractor's notice required under Clause 50(1)(a) of the cause and probable extent of the delay;
- (b) the timing, duration and severity of the "inclement weather conditions";

- (c) changes in volume of work output;
- (d) changes in resources employed on the site;
- (e) details of items of work delayed and their importance in the works programme as a whole;
- (f) the readiness of the Contractor to work had weather conditions been favourable;
- (g) any measures taken by the Contractor to minimise the effects of inclement weather; and
- (h) whether the extended period included any statutory or accepted (e.g. Lu Pan Festival) holiday during which the Contractor would not in any case work, in which case this lost time may also be added.

5. In assessing the contract period before proceeding to tender, no allowance need be made for the effects of inclement weather unless it is intended to delete the inclement weather sub-clause.

Subsumed

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