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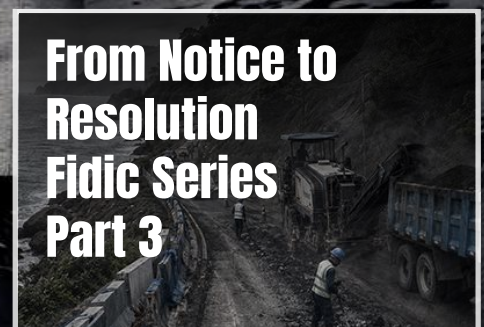
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**Choosing the
Right Masonry
for Local
Conditions**



**Repaint Economics:
Why Specifying
a Premium
System Wins the
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TECHNICAL REVIEW BY: ABEL BUILDING SOLUTIONS

CHOOSING THE RIGHT MASONRY FOR LOCAL CONDITIONS

Clay and concrete block both have a place in Trinidad and Tobago construction. The key is matching the wall system to the job.



Masonry is one of the most familiar forms of construction in Trinidad and Tobago. Homes, commercial properties, and industrial buildings across the country rely on units laid, reinforced, rendered, and finished by local hands. Clay block and concrete block have both earned their place over many decades, and both continue to serve contractors on a wide range of projects.

For a contractor, the useful question is rarely which material is better in the abstract. It is which material suits the building being built, the conditions of the site, and what the drawings and the specification require. A wall is asked to carry a particular load, sit in a particular exposure, support a particular finish, and last a particular service life. The right masonry decision starts from those real requirements, not from a general preference for one material over another.

Start with the building, not the block

It helps to start with the building itself, because the guidance a contractor works to changes with the size, use, and complexity of what is being built.

For smaller buildings, Trinidad and Tobago has prescriptive guidance. The national guide TTS 599:2006 covers the design and construction of small buildings for residential or general-purpose use, up to two stories and not more than 300 square meters, and addresses foundations, walls, floors, roofs, and structural integrity, including provision for hurricanes, earthquakes, and flooding. There is also a regional code of practice, CRCP 10:2023, the CARICOM Regional Code of Practice for the Construction of Houses, developed by CROSQ in partnership with CDEMA, with Trinidad and Tobago representation on the regional project

team. It gives guidance for houses within its own defined scope of single-story homes up to about 25 feet by 40 feet, built with hollow block masonry or timber-framed walls. These documents are valuable references, but their specific provisions are written for the building types they cover and should not be stretched beyond that scope.

For buildings outside that scope, including most larger, more complex, or commercial projects, the picture is different. The masonry decision becomes part of an engineered design. Here the structural engineer's drawings and specification are central. They set the unit, the strength, the reinforcement, and the way

the wall ties into the structure, based on the loads and conditions of that specific building. For most commercial work, that engineered specification is the document a contractor builds to, and matching the masonry to it is the job.

The distinction is a practical one. It tells a contractor where the answer comes from. On a small house, prescriptive local guidance is available. On a commercial building, the engineer's design governs. In both cases, clay and concrete can be valid choices. What changes is not which material is allowed, but how the requirements are set.

The finished wall is a system

Whichever material is chosen, the strength of a block is not the same thing as the strength of the finished wall. Structural performance depends on the whole assembly: the unit, the mortar, any grout and reinforcement, the render and coating, the detailing, and the standard of the workmanship. Two walls built from the same units can perform very differently depending on how each is built. This is why the national standards set minimum requirements for the units themselves, and why the engineer or the relevant guidance then sets how those units are assembled into a wall that can do its job. Keeping the wall as a system helps reduce the risk of early failure.

Loads, reinforcement, and connections

Every wall has a structural job, and that job varies. Some walls carry significant load as part of the structure. Others mainly divide and enclose space. Matching the unit to that role



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is the starting point, and for anything beyond a simple small building it is a matter for the engineer to specify.

In Trinidad and Tobago, loads are not only vertical. The country sits in a seismically active region, and buildings must also resist lateral forces from earthquakes and from high winds. The regional house code reflects the importance of this, with guidance for houses within its scope that addresses hurricanes, earthquakes, wall reinforcement, roof anchoring, and durable construction. For masonry, the response to lateral load lies largely in the wider assembly rather than in the block alone. Reinforced masonry walls are designed to be reinforced in both the vertical

and horizontal directions, tied at junctions and corners, with cores grouted where the design calls for it, and with the wall properly connected to the floors and the roof. How walls handle openings for doors and windows, and how they are anchored at roof level, all affect performance under load. The specific reinforcement and connection details belong to the guidance for the building type or to the engineer's design, and following them is what allows either clay or concrete masonry to do its structural job safely.

Climate, moisture, and coastal exposure

Trinidad and Tobago's climate places real demands on the building envelope. The country is warm and humid for most of the year, rainfall can be heavy, and some sites sit on or near the coast. Managing those conditions is central to durable masonry, and it depends as much on the wall system, the detailing, the finishing, and maintenance as on the choice of unit.

Moisture performance comes down to detailing, render, coatings, drainage, and maintenance, whichever unit is used. A wall that is properly rendered, correctly coated, detailed to shed water, and looked after will outlast a wall of the same units that is poorly finished or neglected. In practice, water tends to enter or sit at predictable weak points. Openings around doors and windows, parapets, the junction where the roof meets the wall, the base of walls where water can pool, and cracks in the render all deserve attention. None of this, by itself, decides the choice between clay and concrete.





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Coastal exposure raises the stakes, and the issue there is not only rain on the wall. In a salt-laden atmosphere, the main durability concern is corrosion of the reinforcing steel where it is not well protected, so protecting the reinforcement is especially important near the coast. The guidance for durable construction emphasizes adequate concrete cover to the reinforcement, dense and well-compacted concrete that has been properly cured, control of cracking, sound plastering and protective coatings, good drainage, and sensible maintenance over the building's life. On exposed sites, this protection deserves as much thought as the choice of unit, for clay and concrete alike.

Thermal comfort and design

Keeping interiors comfortable in a warm climate is a growing priority, and masonry plays a part. Masonry generally has useful thermal mass, absorbing and releasing heat slowly and helping to even out indoor temperature swings.

How much that helps depends on the design around the wall. In a hot, humid setting where day and night temperatures do not differ greatly, thermal mass works best alongside shading that keeps direct sun off the walls, ventilation that carries heat away, and sensible orientation and wall configuration. Both clay and concrete masonry can contribute to a comfortable building when the wall and the wider design are planned for the climate. No masonry unit, by itself, guarantees a comfortable interior. Shading, ventilation, orientation, finish, and configuration carry much of the result.

Cost, availability, buildability, and finish

Practical factors carry real weight and vary from job to job. Unit cost, the coverage a unit provides, delivery and availability, the speed of construction, and how familiar the available labor is with the material all feed into the true cost of a finished wall. None of these can be judged from the unit price alone, because a wall's cost combines materials, labor, time, and finishing.

Concrete block remains one of the most familiar masonry choices in local construction, supported by established production, supply, and site experience. Certified clay blocks are also available locally and have an established role in the market, particularly where their characteristics suit the design, finish, and specification. Both benefit from established local masonry experience, provided the crew is familiar with the specified wall system.

Appearance is part of the picture too. Concrete units are also used locally in decorative and ventilation forms that have become a familiar part of Caribbean architecture, while clay masonry offers its own distinctive character where texture and traditional appearance are part of the design. When weighing options, the installed cost of the finished wall, including the finishing system, is a sounder basis than comparing units on their own.

Final guidance

The masonry that is right for a project is the masonry that fits the building, the site, and the specification. Start from what the building is and what the wall has to do. Use the local and regional guidance where it applies, and keep within its scope. For larger or more complex work, follow the engineer's design. Select certified units from reputable suppliers, confirm they meet the relevant standard, and give the same care to the mortar, reinforcement,

grouting, finishing, and workmanship that turn good units into a sound wall.

Clay block and concrete block have both served Trinidad and Tobago's builders for generations, and both will continue to do so. The aim is not to rank one material above the other. It is to build, for each project, the wall the building actually needs. The block matters, but the finished wall depends on how it is designed, detailed, built, finished, and maintained.

Standards and references: Concrete masonry units in Trinidad and Tobago are covered by the national compulsory standard TTCS 2:2020, Concrete Masonry Units, which is based on ASTM C90. Hollow clay blocks are covered by TTS 588:2015 (horizontal core) and TTS 587:2005 (vertical core). Guidance on small

buildings is given in TTS 599:2006, Guide to the Design and Construction of Small Buildings, for residential or general-purpose buildings up to two stories and 300 square meters. CRCP 10:2023, the CARICOM Regional Code of Practice for the Construction of Houses, gives regional guidance for houses within its stated scope. The standards are administered by the Trinidad and Tobago Bureau of Standards (TTBS); CRCP 10:2023 was developed by the CARICOM Regional Organisation for Standards and Quality (CROSQ) in partnership with CDEMA and approved as a CARICOM Regional Standard in June 2023. Contractors should work from the current version of any standard and confirm that products are certified to the relevant standard.





TECHNICAL REVIEW BY: ANSA COATINGS

REPAINT ECONOMICS: WHY SPECIFYING A PREMIUM SYSTEM WINS THE COMMERCIAL BID

This article examines lifecycle cost, surface preparation, complete coating systems, recoat intervals, and disruption to reveal why premium specifications can deliver lower long-term costs for commercial building owners and contractors.



Much of the commercial painting work in Trinidad and Tobago is not new construction. It is recoating buildings that are already standing and already in use. The shopping plaza that needs refreshing before Christmas. The office block whose facade has gone chalky and streaked. The hotel that wants to look its best for the season. The warehouse whose steelwork is showing rust at the joints. These are repaint jobs, and they follow a different economic logic than painting a building for the first time.

That difference matters because of how repaint contracts are usually won. A client puts the work out, several contractors price it, and the lowest number tends to get the nod. On the surface, that looks like prudent spending. In practice, it is where the trap is set, both for the client who pays twice and for the contractor who wins the job on a thin price and then watches it come back to haunt the relationship.

Understanding why this happens, and learning to specify and price a job so that it does not, is one of the most useful skills a commercial painting contractor can develop.

The cheapest price and the cheapest job are not the same thing

The principle is simple enough that everyone nods along, and then a surprising number of people ignore it when the quotes come in. The cheapest price at the point of purchase is not the cheapest job over the life of the building. A coating that has to be redone in three years is more expensive than one that holds for nine, even if the second one cost more to put on. The total cost of owning that finish, including paint, labor, preparation, and every future repeat, is what actually matters, and it is almost never reflected in the lowest tender.

That argument is well understood in principle.

What gets missed is that, on a repaint, it is sharper than on a new build, because the client is already paying to undo whatever went before. They are not starting with a clean surface. They are starting with a surface that has a history, and somebody has to deal with that history before a brush touches the wall.

Every shortcut taken on the last job becomes a cost on this one. So the contractor who understands repaint economics is not really selling paint. They are selling the client a way out of a cycle of paying again and again.

The recoat interval is the number that decides everything

If there is one figure to keep in mind when pricing repaint work, it is how long the finish will last before it has to be done again. Call it the recoat interval. It is the quiet number

behind every honest comparison between a cheap job and a good one.

Consider two ways of painting the same building. One uses a budget approach: minimal preparation, a thin specification, and a low-grade coating, and it might look acceptable for a couple of years before it starts to fade, chalk, and let go. The other uses proper preparation, the right primer or sealer for the surface, and a quality topcoat built for hard exposure, and it holds its appearance and its protection for far longer. The first option wins the bid on price. The second wins the building on cost, because in the years it takes the good system to need attention, the cheaper one may already have been redone once and be heading for a second time.

This is not a small refinement. In Trinidad and Tobago's climate, the gap between a system that is matched to the conditions and one that is not can be wide. Buildings here face strong sun, persistent humidity, heavy wet-season exposure, and, on coastal and marine-exposed sites, salt-laden air that can punish finishes and the metal beneath them. A coating that would last comfortably in a milder climate can be pushed hard under these conditions. That is exactly why the recoat interval, rather than the sticker price, should anchor the way a contractor thinks about and presents a repaint.

Why the cheapest rebid loses money over two cycles

To see where the real money goes on a repaint, look at what actually fills the invoice. It is rarely just paint. The coating itself is often only one



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part of the job. The larger costs are labor, access, and disruption.

Labor is the crew's time, and on a repaint, a great deal of that time goes into preparation rather than finishing. Access and logistics are whatever it takes to reach the surface and work safely: scaffolding, lifts, ladders, transport, rigging, and the hours that go with putting it up and taking it down on a multi-story commercial face. Disruption is the cost the client carries while the work is happening: a section of car park closed off, a storefront partly obscured, or rooms or offices taken out of use.

Here is the part that the lowest bid hides. Those costs do not disappear because the

coating is cheap. The access still has to be paid for. The crew still has to mobilize, protect the site, prepare the surfaces, work through the same elevations, and clean down afterward. A cheaper coating does not remove any of those base costs.

So when a cheap system fails early and the job has to be done again, the client does not just pay for paint a second time. They pay again for many of the same costs: labor, access, disruption, and site management. The premium system that costs more up front may well carry the building through the period in which the cheaper one needed doing twice. Counted properly, across two cycles rather than one, the higher tender can become the lower real cost. Once a contractor can show that arithmetic to the client, the premium tender no longer looks like the expensive quote in the room. It becomes the tender that shows the real number.

Preparing a surface that is already in service

This is where repaint work truly parts company with new construction, and where bids most often go wrong. On a new building, the surface is fresh. On a repaint, the surface carries whatever the last contractor left, and assessing that honestly is the difference between a job that holds and one that fails no matter how good the paint is.

A coating is only ever as sound as what it is sitting on. If the existing finish is chalking, peeling, or losing its grip, a new coat laid straight over it inherits all of that weakness. New paint cannot bond properly to a surface that is already letting go, and the weakness underneath can pull the fresh work off long before the client expected.

So competent repaint preparation begins with looking properly. How sound is the existing coating? Is it holding firm, or coming away when tested? Is there chalk that has to be washed and stripped back? Is there mold or algae feeding in the damp that has to be killed and removed rather than painted over? On metal, is there rust that has to be removed and treated before anything goes on top?

None of this shows up at a glance, and none of it is free, which is precisely why a careful contractor's price for proper preparation can sit above a careless one's, and why that higher price is the honest one. Pricing a repaint as though the surface were new is either guessing or hoping. Assessing the existing condition, pricing the preparation it genuinely needs, and explaining to the client why it is necessary is what separates work that lasts from work that fails.

Specify the whole system, not just the coat you can see

There is a habit, among clients and sometimes among contractors, of thinking about a paint job as the topcoat, the color that goes on and the finish you end up looking at. But a coating that lasts is not one product. It is a system, and the parts that do the hard work are often the ones you never see once the job is done.

A sound system starts with preparation, moves to the right primer or sealer for that particular surface, whether it is concrete, rendered masonry, wood, or metal, and finishes with a topcoat that is compatible with what is under it and built for the exposure it will face. Each layer has a job. That primer or sealer prepares the surface and gives the topcoat something sound to hold. The topcoat carries the color and takes the punishment from the sun and the weather. Leave out a layer or mismatch the parts, and the system fails at its weakest point, regardless of how good any single component was.

Specifying the full system has a further advantage on a repaint that is worth understanding, because it shapes the next job as much as this one. When a system is properly built, it tends to wear from the top down; the finish coat ages while the layers beneath it stay sound. That can allow a future recoat to refresh the finish without tearing the whole thing back to the substrate and starting over. But that only works if the original system was specified and applied correctly in the first place. A job done as a single thin coat over poor preparation gives the next contractor nothing to build on. They have to strip it all and begin again. So specifying a proper system is not only an investment in the life of this finish. It protects





the cost of the recoat after it, which is exactly the kind of long view a commercial client should want from the contractor they trust.

Pricing the work around a building that cannot stop

A commercial building is usually working while it is being painted. The plaza is trading, the hotel is taking guests, and the offices are occupied. That reality belongs in the bid, and it is another place where the longer-lasting system quietly wins.

Repaint work on an occupied building has to be phased and scheduled around the people using it. Sections are done in turn, work happens at hours that interfere least, and the contractor manages the inconvenience as carefully as the coating. All of that takes planning and time, and it carries a cost to the client beyond the painting itself: lost trading, disturbed guests, and normal business interrupted.

A client who has just lived through that disruption does not want to repeat it in three years. The prospect of going through it all again soon is, for many commercial owners, a heavier cost than the paint. This is one of the strongest arguments a contractor can make for the premium system, and it is a true one. A longer recoat interval means the disruption happens less often. A good system can be cheaper across its life, and it buys the client years of being left alone. That is worth a great deal to anyone trying to run a business behind that facade.

Winning the next job, not just this one

In the end, specifying well is how a contractor wins the job and, more importantly, keeps the client.

A manufacturer's warranty on a quality system can help the contractor make the case, but it should not be treated as a magic shield. It only holds if the correct system is specified, the surface is properly prepared, and the application conditions are met. The contractor still has to explain what the warranty covers, what it excludes, and what conditions must be satisfied for it to apply. Handled that way, it becomes a genuine part of the value rather than a line nobody reads.



A longer recoat interval works the same way. It is not a technical detail buried in the specification. It is the contractor telling the client, in plain terms, that they will not be calling them back to repeat this any time soon.

The cheapest bid is easy to beat once a client understands what it really costs them. The contractor who explains the life cycle, who prices the preparation honestly, who specifies a complete system matched to local conditions, and

who frames the warranty and the recoat interval as the real value is no longer competing on price. They are competing on competence, and they are giving the client a reason to come back rather than a reason to regret the saving. Getting the specification right protects the building, protects the contractor's margin, and protects the relationship that leads to the next job. That is what repaint economics, properly understood, comes down to.

Why a premium repaint system can cost less

Commercial repaint economics in Trinidad and Tobago

1 What the lowest bid hides

- Paint is only part of the cost
- Labor, access, and site disruption stay expensive
- If the coating fails early, those costs return

2 The number that matters

Budget repaint

Minimal preparation + thin specification + low-grade coating

Premium repaint system

Proper preparation + right primer or sealer + quality topcoat

ILLUSTRATIVE 9-YEAR COMPARISON



A longer recoat interval lowers the real cost over time.

3 What a sound repaint system includes



1. Proper surface preparation



2. Primer or sealer matched to the surface



3. Compatible topcoat built for exposure

 A coating system is only as sound as the surface beneath it.

4 Why clients benefit



Fewer repeat disruptions



Less disruption to tenants, guests, or shoppers



Built for sun, humidity, wet-season, and coastal exposure



A stronger contractor-client relationship



ARTICLE BY: VAUGHN I. LEZAMA

A NEW LEVEL OF EGREGIOUS PAYMENT TERMS IN STATE CONTRACTS

*WHEN THE
CONTRACTOR
OR
CONSULTANT
IS EXPECTED
TO FINANCE
THE STATE'S
FUNDING RISK*



Introduction

I have previously written about the increasing imbalance and onerous finance and payment terms appearing in State construction contracts in Trinidad and Tobago. Those concerns have included extended payment periods, the removal or reduction of financial charges for delayed payments, excessive retention provisions, and other amendments to standard forms of contract which progressively transfer financial risk from the Employer to Contractors and Consultants.

A recent Invitation to Bid (ITB) and Request for Proposals (RFP) issued by a State Agency appear, however, to take this practice to a new and troubling level.

The payment provisions advise bidders,

in effect, that amounts properly due under the contract will only be paid after the State Agency receives the corresponding funds from its line Ministry. The RFP states that the project is a Public Sector Investment Project (PSIP) and that amounts due on invoices will be paid within seven working days after receipt of funds from the Ministry.

At first glance, "seven working days" may appear to constitute a reasonably prompt payment provision. It does not.

The critical issue is not the seven days. The critical issue is: seven days after what?

If there is no defined period within which the Ministry is required to provide the funds to the State Agency, there is consequently no defined period within which the Contractor

or Consultant can be assured of receiving payment. The payment period is therefore potentially indeterminate.

A Fundamental Transfer of Financial Risk

This represents a significant transfer of financial risk.

A Contractor or Consultant pricing a tender or proposal must be able to assess the anticipated cash flow associated with performing the contract. Employees must be paid. Subconsultants and subcontractors must be paid. Materials, equipment, accommodation, transportation, insurance, professional services, statutory obligations and other operating expenses must all be financed as the project proceeds.

The Contractor or Consultant must therefore know, with reasonable certainty, when payment for properly executed work or services is expected.

If the contract instead provides, in effect: We will pay you after somebody else provides us with the money, but we cannot tell you when that will occur, then the bidder has no reasonable contractual basis upon which to quantify the financing exposure associated with the work. The problem becomes considerably more serious where the same contract also provides that no interest or financing charge will accrue during the period in which the Employer is awaiting the release of funds.

The Contractor or Consultant is then being asked to accept both the time risk and the financing cost arising from circumstances entirely outside its control. This is not an equitable allocation of contractual risk.

The Seven-Day Payment Period Is Illusory

Consider the practical effect. A Consultant submits a properly supported invoice. The invoice is reviewed and certified. The

Consultant has performed the services and incurred the corresponding costs.

The State Agency may be perfectly willing to pay. However, the Agency has not yet received the necessary allocation or disbursement from its Ministry. Does payment occur after 30 days? Fifty-Sixty days? Seventy days? Six months? The contract provides no answer.

Once the Ministry eventually releases the funds, the Agency undertakes to pay within seven working days. But the seven-day period does nothing to quantify the financial risk preceding it.

For tender-pricing purposes, therefore, the relevant payment period is not seven days. It is an unknown period + seven working days. That is the commercial risk that the bidder is being asked to accept.



Contractors and Consultants Are Not Project Financiers

There is a fundamental distinction between providing construction or professional consulting services and providing finance. Contractors inevitably finance portions of their operations between expenditure and receipt of interim payments. Consultants similarly incur salaries, specialist fees and operating expenses before invoices are paid. Normal payment periods recognise this commercial reality. But there must be a limit.

A Contractor or Consultant should not unknowingly become the financier of the Employer's project because the Employer's own funding arrangements have not produced the cash required to satisfy contractual payment obligations.

Where a public project depends upon PSIP

funding or periodic Ministry disbursements, that is an Employer-side funding arrangement. The Contractor or Consultant has neither control over the Ministry's budgetary processes nor any contractual relationship with the Ministry through which it can accelerate the release of funds. To transfer that risk entirely to the service provider, while simultaneously denying compensation for the resulting financing cost, creates a particularly severe contractual imbalance.

There Is Also a Cost to the State

State Agencies may understandably seek contractual provisions that protect themselves against circumstances outside their immediate control. However, transferring a risk through the contract does not make the economic consequences of that risk disappear. Someone must carry it.

A knowledgeable bidder faced with an uncertain payment period has essentially three choices. It may price the financing risk into its tender; seek to qualify or negotiate the payment provision; or accept the provision without adequate protection and hope that payments will nevertheless be made promptly.

The first alternative increases the cost to the State. The third may produce an apparently lower tender price but can ultimately contribute to cash-flow distress, delayed performance, disputes, suspension, reduced resources, insolvency or abandonment.

None represents an optimum project outcome. Fair and balanced risk allocation is therefore not an act of generosity toward Contractors and Consultants. It is sound procurement and project-management practice.

Bidders Must Read Beyond the Tender Sum

This development also reinforces an important lesson for Contractors and Consultants



participating in public procurement.

The lowest tender price is not necessarily the lowest commercial risk.

Before submitting a tender or proposal, bidders should carefully examine the conditions governing:

- the period for certification and payment;
- any condition precedent to the Employer's obligation to pay;
- the Employer's funding arrangements;
- entitlement to financing charges or interest for delayed payment;
- rights of suspension or reduction in the rate of work;
- retention and release provisions;
- payment for variations;
- advance or mobilisation payments; and
- dispute-resolution provisions relating to payment.

These provisions should form part of the bidder's financial risk assessment before the tender price is finalized. A contract worth \$20 million with predictable payment arrangements may be commercially preferable to a \$25 million contract under which payment is uncertain and the Contractor is expected to finance substantial expenditure indefinitely without compensation.

The same principle applies to Consultants, particularly those whose principal project expenditure comprises professional salaries that must be paid every month regardless of whether the Client has received its allocation from another public authority.

Do Not Simply Accept an Unquantifiable Risk

Bidders sometimes believe that because a State Agency has included a condition in an ITB or RFP, the condition is necessarily non-negotiable. That assumption should be reconsidered.

A bidder faced with an indeterminate payment provision should not simply

acknowledge the condition without qualification where its financial proposal has been prepared on a fundamentally different payment assumption.

Doing so may leave the successful bidder contractually committed to financing an unknown payment period that was never incorporated into its price. The appropriate response is not confrontation. Nor is it necessary to accuse the procuring entity of acting unfairly.

The better approach is a clear, professional and commercially reasoned qualification.

Establish the Basis of the Financial Proposal

The bidder should first acknowledge the payment provision contained in the ITB or RFP. It should then explain that because the period between certification of an invoice and the Employer's receipt of funding from the Ministry is undefined, the bidder cannot reasonably quantify the resulting financing exposure.

Most importantly, the bidder should state the payment assumption upon which its tender or



financial proposal has actually been prepared.

For example, a Contractor may price on the assumption that certified and undisputed payments will be made within a defined period such as 56 days, depending upon the applicable conditions of contract.

A Consultant may prepare its proposal on the basis of payment within 30 days of invoice.

The particular period will depend upon the procurement, the contract and the bidder's commercial assessment. The important point is that the pricing assumption must be defined and transparent.

This protects both parties. The Employer understands the commercial basis of the tender price, and the bidder avoids creating the impression that an indefinite financing obligation has been incorporated into its price.

Offer a Negotiated Alternative

A qualification should not end with rejection of the Employer's proposed condition. The bidder should acknowledge the realities of PSIP funding and indicate its willingness to negotiate an arrangement that accommodates the

Employer's administrative requirements while mitigating the bidder's financial exposure.

Depending upon the circumstances, possible measures could include an agreed maximum payment period; financing charges after a specified period; mobilisation or advance payment; adjustment to the payment schedule; reduced retention; more frequent invoicing; direct arrangements associated with funding availability; or some other commercial concession that reduces the working-capital burden being transferred to the Contractor or Consultant.

The appropriate mechanism will vary from project to project. The principle, however, remains constant:

If the Employer requires the Contractor or Consultant to assume additional financial risk, that risk must either be capable of being priced or appropriately mitigated through the contract.

A Suggested Qualification

A bidder confronted with such a provision may therefore consider inserting a qualification along the following lines in its Cost Proposal: Qualification Regarding Terms of Payment

The Contractor/Consultant acknowledges the payment provisions stated in the ITB/RFP whereby amounts due on invoices will be paid by the Client within seven (7) working days following receipt of the relevant funds from the line Ministry.

The Contractor/Consultant respectfully notes, however, that as the period between submission and certification of an invoice and the Client's receipt of the corresponding funds from the Ministry is not defined, the proposed arrangement introduces an indeterminate payment period and consequently a financial exposure that cannot reasonably be quantified at the time of tender.



Accordingly, the Financial Proposal has been prepared on the basis that certified and undisputed amounts due will be paid within the payment period expressly stated in the proposal. This assumption has been adopted for the purpose of establishing a reasonable and quantifiable basis for pricing and associated cash-flow requirements.

The Contractor/Consultant recognizes the PSIP funding arrangements applicable to the Project and remains willing to discuss and agree with the Client an alternative payment arrangement that accommodates those arrangements while providing an equitable allocation of the financing risk associated with any extended or indeterminate payment period.

The Contractor/Consultant therefore respectfully proposes that the final payment provisions be agreed during contract negotiations, with the objective of establishing terms that are commercially reasonable and acceptable to both parties.

This is not an unreasonable qualification. It simply identifies an unquantifiable risk and establishes the basis upon which the bidder's price has been prepared.

Procurement Authorities Should Also Consider the Consequences

The issue deserves consideration beyond individual tenders. A procurement system that encourages competition while simultaneously imposing risks that cannot reasonably be quantified may inadvertently disadvantage the very firms that undertake responsible financial and contractual analysis.

A prudent bidder will either qualify the risk or price it. A bidder that ignores the risk may submit the lower price. If the latter bidder subsequently encounters severe cash-flow problems, however, the consequences ultimately return to the project and therefore to the State.

The public interest is not served by obtaining

a low tender price that cannot sustainably finance delivery of the contract. Public procurement should seek value for money over the entire project lifecycle, not merely the lowest apparent financial proposal at the date of tender.

The Wider Industry Issue

The construction and consulting sectors in Trinidad and Tobago cannot sustainably operate on the basis that private firms provide indefinite, uncompensated financing for public projects.

Contractors have employees, subcontractors, suppliers, plant and financing facilities to maintain. Consulting firms have professional and technical staff whose salaries must be paid monthly. Banks do not suspend interest because a Ministry has not yet released a PSIP allocation.

An Employer may transfer a risk contractually, but it cannot eliminate its economic consequences. Eventually, those consequences manifest themselves in higher tender prices, reduced competition, financially weakened firms, delayed projects, claims, disputes, suspension, abandonment or the loss of competent firms from the public-sector market. That outcome serves neither the State nor the construction industry.

Conclusion

Onerous payment provisions in State contracts are not new. Contractors and Consultants have for years encountered extended payment periods, restrictions on financing charges, excessive retention and other contractual mechanisms that transfer financial exposure away from the Employer.

A provision making payment contingent upon an undefined future release of funds by a third party represents something materially different. It converts a defined contractual payment obligation into an uncertain future event while

asking the Contractor or Consultant to carry the associated financing burden. That is a new level of financial risk.

Contractors and Consultants should therefore resist the temptation simply to sign, acknowledge and hope for the best.

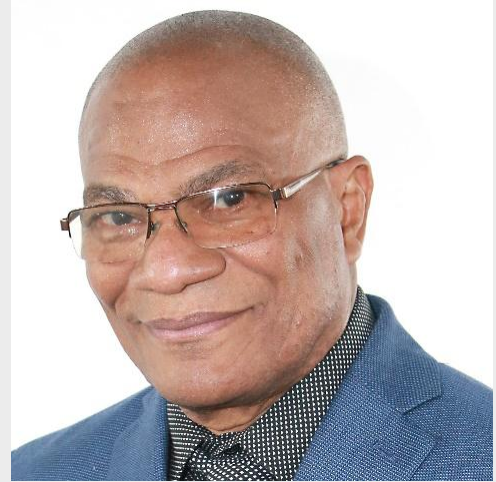
Identify the risk. Quantify what can be quantified. State clearly the payment basis upon which the tender or proposal has been priced. Qualify what cannot reasonably be priced. And offer commercially sensible alternatives for negotiation.

There is nothing improper about a State Agency protecting the public purse. But protection of public funds should not depend upon transferring an unlimited and unquantifiable financing obligation to Contractors and Consultants.

Fair contracts do not eliminate risk.

They identify it, allocate it to the party best able to manage it, and price it transparently.

That principle is as important to the sustainability of Trinidad and Tobago's construction and consulting industries as it is to the successful delivery of the State's development programme.



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FIDIC SERIES: PART 3

FROM NOTICE TO RESOLUTION:

***MANAGING
CLAIMS AND
DISPUTES
UNDER FIDIC
2017/2022***



Part 2 of this series looked at how FIDIC allocates risk across the Red, Yellow, and Silver Books, and why that allocation should shape pricing, negotiation, and the way a project is run. This part takes the next step. The contract tells you who carries which risk. But knowing you carry a risk, or that the other side does, is not the same as protecting your position when that risk turns into a real event on site.

Under modern FIDIC, the moment something goes wrong is not the moment to start a fight. It is the moment to start administering the contract. A claim, properly understood, is not an act of aggression. It is the ordinary, expected way a contractor asks for what the contract already entitles it to. The trouble starts later, when notices are missed, records are thin,

or a matter is left to fester until the working relationship has broken down. By then a claim has become a dispute, and disputes are slow, expensive, and corrosive.

The forms you are actually working under

A quick point of accuracy first, because it matters for anyone signing a FIDIC contract today. For new contracts using FIDIC's 2017 Rainbow Suite, the texts now commonly referenced are the 2017 Red, Yellow, and Silver Books as reprinted in 2022 with amendments. The 2022 changes were not a new edition and did not overhaul the 2017 approach, but they tightened several things that bear directly on claims. In particular, they sharpened the line



between three ideas that are easy to confuse: a Claim, a matter to be agreed or determined, and a Dispute. If your contract still uses the unamended 2017 text, the principles below still apply, but the wording your team relies on should be checked against the version you actually signed.

A claim is not a dispute

The 2017 suite separated what used to sit in a single clause into two. Clause 20 deals with claims. Clause 21 deals with disputes and arbitration. The distinction is not academic. A claim is a request for time, money, or some other entitlement under the contract. A dispute is what a claim becomes only if it is rejected, ignored, or not resolved through the contract's own machinery.

Most entitlements should never become disputes. The 2022 reprints reinforced this by making the path from claim to dispute more structured rather than less. As a general rule, a matter now has to go through the Engineer's

process for agreement or determination, and a party has to formally record its dissatisfaction, before anything can be referred onward as a dispute. (On a Silver Book project there is no Engineer in this role; the same functions sit with the Employer's Representative. To keep things readable, the rest of this article refers to the Engineer, but Silver Book readers should read that as the Employer's Representative throughout.) There are a few narrow exceptions, mainly around non-payment and termination, where a dispute is treated as having arisen automatically. The thrust, though, is clear: the contract wants issues worked through its proper channels, in order, and not escalated prematurely.

For a contractor, the practical lesson is that staying inside the claims process, and using it well, is almost always better than rushing toward the dispute process. The claims process is where entitlements are protected. The dispute process is where they are argued over.

The notice clock is part of the entitlement

Under FIDIC, having a valid entitlement is not enough on its own. You also have to claim it in time, and in the right way.

The mechanism runs on two deadlines. A Notice of Claim must be given as soon as practicable, and in any event within 28 days of the date the claiming party became aware, or should have become aware, of the event or circumstance. A fully detailed claim, setting out the contractual basis, the supporting records, and the time or money sought, then follows within 84 days of that same awareness, unless the Engineer agrees to a longer period. Miss the first deadline and the consequences are severe: no extension of time, no additional payment, and the other party discharged from liability on that claim.

One change in the 2017 forms is worth flagging because it cuts both ways. The notice

requirement now applies to the Employer in the same way it applies to the Contractor. The old arrangement, where Employer claims ran through a softer, separate route, is gone. Both sides are held to the same discipline. That is fairer in principle, and it means a contractor that keeps its own notices in order is also better placed to test whether the Employer has kept its own.

A recent reminder, close to home

If anyone doubts that courts take these requirements literally, a 2026 decision of the Privy Council, arising from a water infrastructure project in Trinidad and Tobago, gave contractors here, and across the wider region, a clear and current warning. The contractor there had carried out work it regarded as additional, and pursued payment

for it. The claim failed. Not because the work was imaginary, and not because the contractor lacked sympathy. It failed because the contractor had not given the notice the contract required. Strikingly, the project Engineer gave evidence supporting the contractor's position, and even that made no difference, because an Engineer has no power to waive the contract's requirements or to rewrite the parties' bargain after the fact. The case concerned an earlier edition of the Yellow Book, but the notice principle it enforced runs straight through into the current forms.

The message for contractors is uncomfortable but useful. Site goodwill is not a substitute for a notice. "They knew about it anyway" is not a claims strategy. And waiting until a relationship has soured before raising an entitlement is the surest way to lose it.

FIDIC 2017/2022: The Claims & Disputes Pathway

CLAUSE 20: PROTECTING THE CLAIM

1 The 28-Day Notice Rule

Failure to meet the 28-day notice deadline can result in loss of entitlement on that claim.



2 The Fully Detailed Claim

Provide the contractual basis and supporting records within 84 days of awareness of the event or circumstance.



3 Contemporary Records

Records must be prepared at the time of the event, or immediately after, not reconstructed later.



4 The 14-Day Safety Valve

If the Engineer, or in the Silver Book the Employer's Representative, considers the Notice of Claim late, notice of lateness must be given within 14 days, or the Notice of Claim is deemed valid.



CLAUSE 21: DISPUTES & ARBITRATION

1 Agreement or Determination

Matters are first addressed under Clause 3.7 (Red/Yellow) or Clause 3.5 (Silver).



2 The DAAB's Avoidance Role

The DAAB can provide informal assistance, when jointly requested, before issues become formal disputes.



3 The Escalation Ladder

Typical path: claim → agreement/determination → formal dissatisfaction → DAAB decision → arbitration.



4 Path to Arbitration

If a DAAB decision is contested and the matter remains unresolved, it may proceed to arbitration.





The one safety valve, and what it does not do

The 2017 forms did add a measure of protection against the harshest edge of the time bar. If the Engineer believes a Notice of Claim was late, the Engineer has to say so, in its own notice, within 14 days. If the Engineer fails to do that, the Notice of Claim is treated as valid even if it was in fact late. The claiming party can also dispute a late finding, or explain why the delay was justified.

This is genuinely helpful, but it is widely misunderstood, so it is worth being precise. A notice that is deemed valid is not the same as a claim that is won. All the safety valve does is keep the door open. The contractor still has to prove the entitlement itself: that the event occurred, that it caused the delay or cost claimed, and that the records support the numbers. Deemed-valid notice gets you into the room. It does not put money on the table.

Records are part of the work

Which brings us to records, the single factor that most often decides whether a claim succeeds. FIDIC requires the contractor to keep contemporary records sufficient to substantiate any claim, and the 2017 forms are specific about what “contemporary” means: records prepared at the time of the event, or immediately after, not reconstructed later with a claim in mind. Statements written up months afterward, however honest, carry far less weight than the daily record made while the work was actually happening.

In practice this means treating record-keeping as part of building the job, not as something the commercial team scrambles to assemble once a claim arises. Daily reports, instructions and confirmations, site correspondence, dated photographs, progress reports, and labor, plant, and cost records are the raw material of every entitlement. The contractor that keeps them as a matter of routine rarely has to argue about whether something happened. The contractor that does not is often left with a real grievance and no way to prove it. The local case mentioned above shows the same discipline at work: missing notices, unclear contemporaneous documentation, and a failure to follow the contract’s machinery can sink even a claim that might otherwise have had merit.

The board that is there to keep you out of a fight

FIDIC’s most distinctive feature for managing trouble is the standing dispute board, renamed in the 2017 forms the Dispute Avoidance/Adjudication Board. The new name was deliberate. The board is no longer only there to decide disputes once they have hardened. Its first job is to help the parties avoid them.

In the recommended arrangement, the board is appointed at the start of the project, visits the site regularly, and stays in place for the life of

the contract. Because it has followed the work from the beginning, it understands the project rather than parachuting in cold. Crucially, the parties can jointly ask it for informal assistance on a brewing issue before that issue becomes a formal dispute. Used early, while positions are still flexible, that conversation can settle a question of interpretation or a contested instruction quietly, before it costs anyone a claim.

FIDIC has put real weight behind this avoidance role in recent years, issuing a series of guidance notes on how dispute boards should be used, appointed, and run. The direction is consistent: get the board in early, build trust with it, and treat it as a working part of the project rather than an emergency service. The common temptation, particularly where budgets are tight, is to strike the board out of the contract altogether. On any project of real size or duration, that is usually a false economy.

When avoidance fails, the ladder

If a matter cannot be settled and becomes a dispute, the contract sets out an orderly path, and the path has to be followed in order. The Engineer gives its determination. A party that is dissatisfied records that dissatisfaction formally. The dispute is then referred to the board, which gives a reasoned, binding decision. That decision is binding but not necessarily final. If neither side formally objects within the set period, it becomes final and binding. If a side does object, the decision must still be complied with in the meantime, on a “pay now, argue later” basis, while the right to take the matter to arbitration is preserved. Only at the end of this chain does arbitration come into play.

Two things are worth holding onto. First, the 2017 forms closed an old loophole: if a party simply ignores a board decision, the other party can now take that failure straight to arbitration for enforcement, without re-running the

whole process. Second, following the steps in sequence is not optional. Skipping a rung can put a later arbitration in jeopardy, so the order has to be respected.

A claims culture that protects entitlement without poisoning the project

All of this points to a single idea, and it is the one most worth taking away. A claims culture is not about being litigious. It is about being precise.

The contractors who recover what they are owed, and keep their clients, are not the ones who treat every notice as a shot fired. They are the ones who treat notices, records, and the dispute board as ordinary parts of running a job properly. They notice early and in neutral terms, so the Employer and Engineer learn about an issue while there is still time to deal with it, rather than discovering it in a claim months later. They keep their records as they go. They raise things while relationships are intact, not after they have collapsed.

Handled this way, claims stop being a threat to the relationship and become a sign of a well-run project. Everyone knows where they stand. Entitlements are protected without anyone feeling ambushed. And the disputes that do remain are the few that genuinely needed resolving, rather than the many that good administration would have prevented.

Under FIDIC, entitlement is not self-executing. It has to be protected, in time and on paper, through the contract's own machinery. Notice early, document properly, and use the dispute board before a disagreement hardens into a dispute. The contractors who do this are not the most aggressive on a project. They are simply the most precise, and on a FIDIC contract, precision is what gets paid.

This article is intended as general industry guidance and is not legal advice. Contractors should check the exact FIDIC form and amendments used in their own contract.



ARTICLE BY: MIKEY THACKOOR

REGULARIZING CARIBBEAN CONSTRUCTION:

*BUILDING
A SYSTEM
WORTHY OF
WHAT WE
BUILD*



Across the Caribbean, we do not suffer from a shortage of construction talent. We suffer from a fragmented system that too often fails to distinguish competence from confidence, construction experience from improvisation, and responsible contractors from persons who simply possess tools, labor, and access to a client's money.

I have had the privilege of working across much of the Caribbean, long enough to recognize the same conversations spoken in different accents. In countries where I have not worked directly, I have colleagues and peers on the ground whose experiences echo many of the same challenges.

In Trinidad and Tobago, the complaint may be about a contractor taking a mobilization

payment, completing half the work and disappearing. In The Bahamas, the concern may be whether a builder operating across several islands is properly qualified, adequately insured and capable of managing logistics beyond New Providence. In Guyana, rapid development is placing new pressure on approvals, labor capacity and delivery systems. Across Belize, Jamaica and the Eastern Caribbean, the discussion repeatedly returns to permits, inspections, standards, skilled labor and whether the institutions responsible for enforcement have the people and resources to do the job.

The names of the agencies change. The underlying problem does not.

Construction is one of the few industries in

which a person can be entrusted with a family's life savings, alter the permanent value of land, affect public safety for generations, and employ workers in hazardous conditions. Yet, in parts of our region, the threshold for presenting oneself as a contractor remains remarkably low.

Regularization is not simply another license, form, or fee. Properly implemented, it unites contractors, workers, projects, and approvals into a regional competence framework that enhances safety and reliability.

The objective should not be to make construction harder. Construction is already hard enough; I bear the scars. The objective should be to make it more dependable, more consistent, and its results more repeatable.

We Have Regulations, but Not Always a Functioning Regulatory System

It would be inaccurate to say the Caribbean has no construction regulations. Most jurisdictions have some combination of planning legislation, building requirements, national standards, professional registration laws, permit procedures, occupational safety obligations, and public procurement rules.

A planning authority may approve land use without establishing the competence of the contractor who will execute the work. An engineer may prepare or certify drawings, yet the work eventually covered by concrete, plaster, or ceilings may never be checked against them at the right time. A contractor may satisfy tax or procurement requirements while operating outside any broader system that classifies the type, complexity, or value of work that the contractor is technically capable of undertaking.

A World Bank assessment highlights the implementation gap in Caribbean building regulations, directly affecting regional safety and quality.

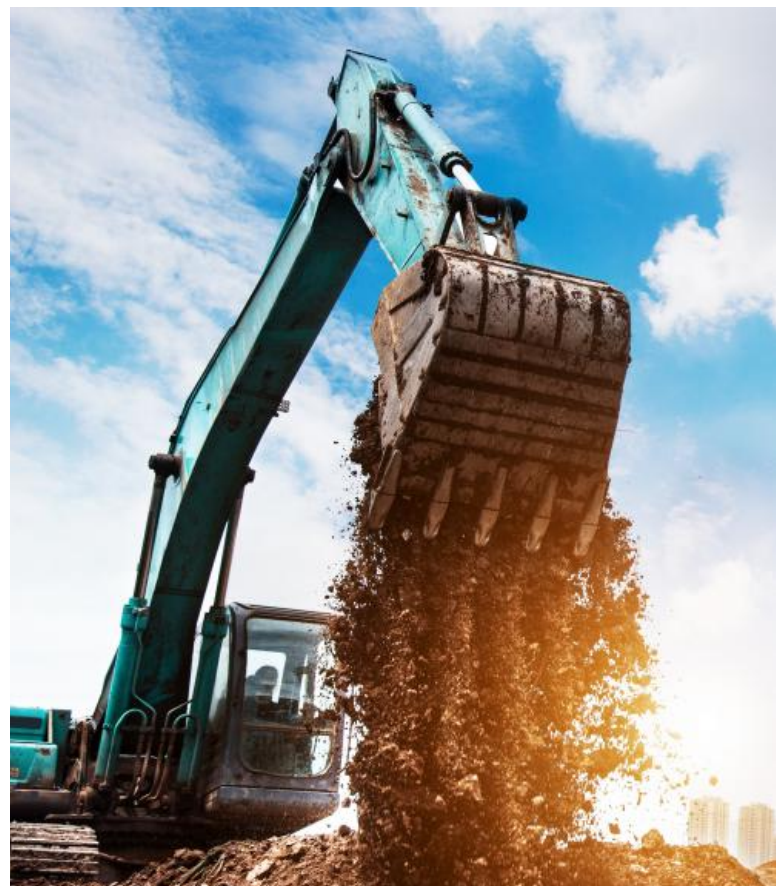
This is not an accusation against individual

public officers. It is a capacity problem. No law enforces itself. No building code climbs onto scaffolding, checks reinforcement before a concrete pour, or verifies that hurricane straps form a continuous load path from roof to foundation.

A functioning regulatory system requires competent people, sufficient staffing, and shared responsibility, emphasizing our collective role in building a safer region.

Informality Is Not a Side Issue

In 2025, the International Labor Organization estimated that approximately 5.85 million Caribbean workers were in informal employment. Haiti, where the ILO placed informality at about 91 percent, pulls the regional figure sharply upward. But even when Haiti is excluded, the ILO still reports that more than half of workers across the rest of the Caribbean earn their livelihoods outside formal employment structures. Construction labor paid by the day is one example the ILO uses to describe that reality.



We cannot solve that by declaring thousands of workers illegal or unqualified.

Many of the best masons, carpenters, steel fixers, equipment operators, welders, and supervisors I have encountered learned through apprenticeship, repetition, and hard experience rather than formal classroom training. Respecting these professionals is essential for a resilient system.

Experience, however, still has to be tested. A person can spend twenty years in construction and repeat the same unsafe or defective practice for twenty years. The right response is to recognize prior learning, conduct a practical assessment, and provide a pathway to certification.

The regional foundation already exists. CARICOM's Caribbean Vocational Qualification provides a mechanism for regionally recognized competence, and OECS skills programs have shown that workers can be certified against common occupational standards. Those qualifications now need stronger links to market access, procurement,

contractor registration, insurance, and advancement.

A experienced carpenter moving from Saint Lucia to Trinidad and Tobago, or a steel fixer from Guyana to The Bahamas, illustrates the need for portable, trusted regional competence to support labor mobility and system regularization.

In the Caribbean, Poor Construction Becomes a National Economic Risk

In a temperate country, a concealed defect may remain a dispute between owner and contractor. In the Caribbean, the same defect can become part of a national disaster.

We build within hurricane zones, coastal environments, floodplains, corrosive marine conditions and, in several territories, areas of significant seismic risk. Roof connections, reinforcement laps, concrete cover, drainage, foundations, retaining systems and corrosion protection are therefore not academic details. They decide how buildings behave when the environment tests them.

Dominica's experience after Hurricane Maria remains one of the clearest warnings. The official post-disaster assessment recorded damage and losses equivalent to 226 percent of the country's 2016 gross domestic product, with housing accounting for the largest share of physical damage.

No country can inspect its way out of a hurricane after the roofs are gone.

Resilience has to be built before the event—in the drawings, materials, connections, workmanship, inspections, maintenance, and decisions made when no storm is visible.

CARICOM has already shown regional technical harmonization is possible. Developing and adopting standards together can position the Caribbean as a leader in construction resilience and quality.



Different Jurisdictions, Similar Lessons

The region does not need one administrative model. Geography, population, and institutional capacity differ too much. The useful approach is to examine what each jurisdiction teaches us.

In Trinidad and Tobago, suppliers and contractors seeking work from public bodies must be pre-qualified through the Office of Procurement Regulation's Procurement Depository, including by line of business and value category. That is an important step towards due diligence and capability-based procurement. Its limitation is reach: the mechanism governs public procurement, while substantial private construction can occur outside that gate.

Jamaica's Building Act 2018 modernized the statutory basis for building permits, the National Building Code, and the regulation of building practitioners. Jamaica's experience reinforces the principle that building control works best when responsibility attaches not only to the structure but also to defined practitioners who perform and certify the work.

Belize offers a useful lesson in decentralization. Certified municipal Building Units operate under the Central Building Authority and are subject to monitoring and quarterly audits. The Authority can decertify units for inadequate staffing, persistent non-compliance, or failure to maintain required records. For a region of islands, remote districts and small administrations, that combination of local delivery and central oversight deserves attention.

Guyana's Electronic Planning and Development Single Window provides a unified online entry point through which applicants can submit, monitor, and track planning and development applications, with deadlines and escalation built into the process. As construction expands, that kind of traceability matters. Digital systems cannot repair weak

technical review by themselves, but they can make responsibility and elapsed time visible.

In The Bahamas, Parliament passed the Construction Contractors Act in 2016. Yet in 2026, the Bahamian Contractors' Association was still publicly petitioning for the appointment of the Construction Contractors Board, which is required to activate the intended licensing and oversight regime. The lesson is simple: legislation without the operating institution behind it leaves a regulatory promise unfinished.

Across Barbados and the OECS, the challenge is different again. Small jurisdictions cannot always maintain a deep bench of specialist building officials in every discipline and district. Regional training, shared technical resources, digital review and carefully controlled use of qualified private-sector inspectors may therefore be practical necessities, not signs of institutional weakness.

None of these jurisdictions is a finished model, and none should be singled out as uniquely deficient. They are solving different pieces of the same regional problem.



The Danger of Regulating Badly

The case for regulation is strong, but poor regulation can damage the industry it intends to improve.

A badly designed system can become political gatekeeping, protection for established firms, excessive fees, duplicated approvals, and discretion without accountability. It can shut competent small contractors out because they are administratively weak rather than technically incapable. The worst version gives us strict requirements on paper and selective enforcement in practice.

That is bureaucracy wearing a hard hat.

Small contractors should meet the same minimum safety and quality outcomes as larger firms. Still, the route to compliance can be proportionate: simplified registration, staged upgrading, recognition of prior learning, subsidized training, standard contract templates, shared technical services and insurance arrangements matched to project scale.

Government performance must also be measurable. Authorities should publish service

standards, inspection timeframes, appeal procedures and transparent fee schedules. A contractor should not be penalized for delay while an application sits untouched in an agency. Accountability has to run in both directions.

A Caribbean Construction Competence and Compliance Framework

If we agree on the problem, the next question is what a workable regional model should actually control. I would build it around six connected elements, with national governments retaining legal authority while using common regional standards where they add value.

1. The Contractor — Tiered Registration, Performance and Financial Responsibility

Contractors should be registered by discipline, complexity and project value. A small residential contractor should not face the same administrative burden as a company constructing hospitals, marine works or high-rise buildings, but neither should possession of a general business license open the door to every category of construction.

Classification should consider verified experience, technical personnel, safety systems, financial standing, insurance, and the maximum scale of work that can responsibly be undertaken. Serious disciplinary findings, abandonment, fraud, and repeated defective work should become part of a fair, searchable performance record. Regional mobility cannot mean regional amnesia.

2. The Worker — Competence That Can Be Proven and Carried

Tradespeople and supervisors need practical certification tied to common occupational standards, with recognition of prior learning for experienced workers and clear progression from laborer to artisan, supervisor, and specialist. Continuing competence should matter as well: renewal should reflect relevant



work, safety performance, and upgrading, not simply fee payment.

National systems can retain control over registration and immigration requirements while recognizing trusted regional qualifications. That would give the experienced artisan a route into the formal economy without pretending that classroom education is the only way competence is acquired.

3. The Project — One Traceable Record from Approval to Completion

Every regulated project should have a durable record containing approved drawings, responsible professionals, contractor information, inspection stages, material test results, approved variations, and completion documentation. A permit should make accountability visible.

Changes made during construction should not survive only in a WhatsApp message, someone's memory, or a marked-up drawing that never reaches the approving authority. Digital project records can create the chain of evidence that protects owners, designers, contractors, regulators, and future occupants.

4. The Product — Conformity, Testing and Regional Laboratory Capacity

The Caribbean imports much of what it builds with: cement, reinforcing steel, roofing systems, fasteners, windows, waterproofing products, electrical components, and mechanical equipment. Product control therefore belongs inside the regulatory conversation.

National standards bodies, customs authorities, accredited laboratories, designers, suppliers, and contractors need a clearer conformity chain for critical products. The region does not need to duplicate every test facility on every island; it needs confidence in recognized laboratories, accepted test results, and surveillance strong enough to keep counterfeit or unsuitable products out of critical applications.

5. The Process — Risk-Based Permitting,

Inspection and Transparent Service Standards

Permitting and inspection should be proportionate to risk. A simple house should not move through the same review intensity as a hospital, school, high-rise or major coastal development. High-risk work should have defined hold points before foundations are covered, concrete is poured, walls are closed, and buildings are occupied.

Digital platforms should show where an application sits, who is responsible, what information is outstanding, and when a decision is due. Regulators should publish their own performance data — processing times, inspections completed, stop notices, complaints and backlogs — because a regulatory system that measures only the contractor is only half a system.

6. The Completed Building — Occupancy, Records and Responsibility Beyond Handover

Regularization cannot end when the contractor demobilizes. Occupancy certification, as-built information, test records and maintenance obligations should be reliable and retrievable. Major alterations should



connect back to the building record so future professionals understand what was originally approved and what has changed.

A building may stand for fifty years or more. Our regulatory memory should outlast the project team.

The Missing Piece: How Do We Actually Implement It?

This is where the proposal must survive the same criticism I have leveled at regional frameworks. A Caribbean Construction Competence and Compliance Framework that cannot be funded, sequenced, and administered would simply become another well-written document on somebody's shelf.

I would not attempt a region-wide "big bang" launch. Start with a small group of pilot jurisdictions representing different realities — for example, one larger or fast-growing construction market, one archipelagic jurisdiction and one smaller island state. Establish a common baseline, test the contractor classifications, recognition-of-prior-learning process, digital registers, inspection

protocols and product-control arrangements, measure what works and then expand.

The first phase should be deliberately modest: map existing legislation and agencies, agree common definitions and contractor classes, establish minimum competency pathways, identify critical inspection hold points and build searchable national registers. The second phase should test interoperability—whether qualifications, disciplinary records, and selected product test results can be recognized across borders without surrendering national authority. Expansion should follow evidence, not ceremony.

Funding also has to be realistic. Core regulatory functions — licensing decisions, inspections, enforcement and national registers — ultimately belong in national budgets, supported by proportionate fees that do not price small contractors out of legitimacy. Start-up costs are different. Digital systems, assessor training, inspector development, laboratory strengthening and regional technical assistance are precisely the kinds of capacity investments Caribbean development institutions and international partners already finance.

There is precedent. The Caribbean Development Bank and partners have supported regional safer-building initiatives and training across multiple Caribbean countries. The World Bank and GFDRR resilience work in the region have been supported through development-partner financing. At the same time, CROSQ energy-efficiency programs have used GEF and UNDP funding to support adoption and application of regional standards. The financing architecture already exists; it needs to be organized around a clear implementation plan and measurable national commitments.

Over time, the system should be sustained through national institutions and proportionate fees, not permanent donor support. External





financing can help build the machinery; national institutions must operate it.

The Role of Contractors and Industry Associations

It would be convenient for the industry to call regularization a government responsibility. We should resist that temptation.

Contractors' associations, including the TTCA, should help define competency classes, ethical obligations and realistic implementation pathways. Established contractors should support apprenticeships and stop using uncertified labor indefinitely while complaining about skills shortages. Consultants must issue coordinated, buildable information. Suppliers must stand behind product data. Clients must understand that the cheapest tender is not automatically the lowest cost.

We must also be willing to discipline our own.

An industry loses credibility when everyone privately knows who repeatedly underprices, abandons jobs, fails to pay workers or produces defective work, but no institution is prepared

to act. Professional solidarity cannot mean collective silence.

Regularization should reward companies that invest in supervision, testing, insurance, worker development and proper systems. At present, those costs can make the responsible contractor appear expensive beside a competitor who carries none of them. The apparent saving is simply hidden risk transferred to the client, the worker and the public.

The Decision Before Us

I will say it again: our region is not deficient. We do not lack talented people, standards, legislation or institutions. What we lack is the consistent connection between them.

We need a system where the qualified worker can prove competence; the responsible contractor can compete fairly; the client can verify who is being hired; the regulator can trace what was approved against what was built; and the public can trust that an occupied building has passed more than a financial test.

Regularization will not eliminate every defective building, dishonest contractor or failed project. No system can. But it can make competence visible, misconduct traceable, and non-compliance harder to hide. This is where the conversation must become personal.

You may not be a contractor. You may never prepare a drawing, inspect reinforcement, or manage a project. But you live in a building. Your children go to school in one. You work in one. You shop in one. You drive across bridges, walk under roofs, enter hospitals, and depend every day on structures somebody else designed, approved, and built.

Construction affects all of us

That also means none of us is completely powerless. If you are a client, ask who is building for you and what qualifies them to do the work.

If you are a contractor, invest in competence, supervision, safety, and documentation, even when nobody is forcing you to.

To the tradesperson, keep learning, seek certification where it is available, and pass proper practice to the person coming behind you.

As a consultant or inspector, hold the line on what is safe, buildable, and compliant. If you are part of an industry association, push for standards that mean something and are enforced fairly.

For the homeowner or member of the public, ask better questions. Ask whether the work is permitted. Ask who designed it. Ask who inspected it. Ask what materials are being used. Ask for proof, not reassurance.

That may feel like a small contribution, but industries change when enough people stop accepting poor practice as normal. The standard rises every time someone refuses a shortcut, documents a decision, asks for evidence, reports unsafe work, trains an apprentice properly, or chooses competence over the lowest price.

For a region exposed to hurricanes, flooding, earthquakes, corrosive coastlines, limited public resources, and increasingly complex development, reputation, personal connections, and intervention after failure are no longer enough.

A poorly prepared meal may inconvenience someone for an evening. A poorly constructed building can endanger families, workers, and communities for generations.

That system will not arrive fully formed from a ministry, an association or a piece of legislation.

It will be built the same way everything else is built: one decision, one standard, one inspection, one trained worker, one responsible contractor and one person willing to say, "This can be done better."

The question is no longer whether regularization is needed. The question is: what small part will you play in making it real?



MIKEY THACKOOR

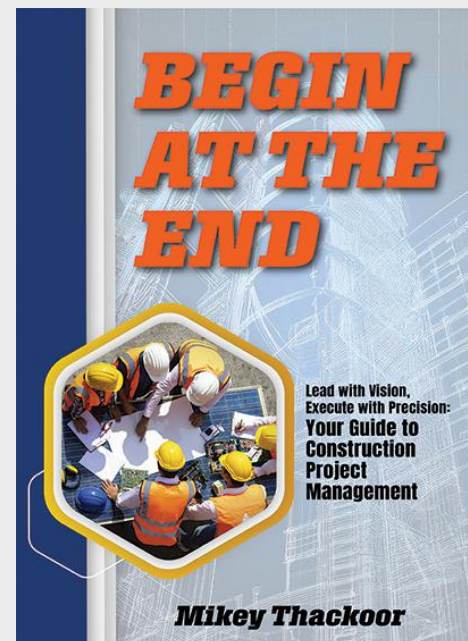
Mr. Mikey Thackoor is an experienced professional in the construction industry with a track record of over 25 years working across the globe. Mr. Thackoor provides expert leadership in project development, design, implementation, and execution to ensure optimal results are achieved.

Mikey Thackoor is the author of:

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