



Fédération Internationale
des Ingénieurs – Conseils



Joint Consultative Council
for the Construction Industry



Accredited FIDIC
Training Company

PRESENT

(Module 1)

A two-day course on

***“The Practical Use of the 1999 FIDIC Conditions of Contract
for Construction & Design-Build”***

***Under the 1999 FIDIC Contracts & Aide Mémoire on the Multi-lateral Development Banks’
Harmonised Construction Contract 2006***

16th & 17th June 2011

Coco Palm Hotel, Rodney Bay Village, St. Lucia

&

(Module 2)

A two-day course on

***“The Practical Management of Contract Claims and the
Resolution of Disputes”***

***Under the 1999 FIDIC Contracts and Multi-lateral Development Banks’ Harmonised
Construction Contract 2006 FIDIC***

20th & 21st June 2011

Coco Palm Hotel, Rodney Bay Village, St. Lucia

Principal Tutor: David Heslett – Managing Director – ECV

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“The Practical Use of the 1999 FIDIC Conditions of Contract for Construction & Design-Build”

OVERVIEW

The 1999 FIDIC Conditions of Contract are being increasingly used by the international Construction Industry throughout the World. In Europe they are used by the European Commission for all their projects throughout Central and Eastern Europe. The Multi-Lateral Development Banks, including the World Bank, Islamic Bank for Development and the Asian Development Bank have adopted the 1999 FIDIC Conditions of Contract for Construction with modifications. These are covered in this course.

This practical training course, provided by professional engineers with extensive international experience, explains and illustrates the use of the FIDIC Conditions of Contract for Construction (the “Construction Contract”) and the FIDIC Conditions of Contract for Plant and Design-Build (the “Design-Build Contract”). The course is designed to help the participants have confidence in working with these documents whether representing Employers, Consultants or Contractors

SEMINAR TUTORS:

The tutor is provided by European Construction Ventures, ECV, in association with FIDIC. ECV specialises in training and management consultancy to the international construction and infrastructure industries. The ECV tutors have provided over 150 training courses throughout the world in the last 3 years on the use of FIDIC documents

Tutor: David Heslett, BSc (Hons) C. Eng. FICE. Managing Director, ECV

COURSE MATERIALS

All delegates will be provided the following materials, in English:

- FIDIC Conditions of Contract for Construction 1999 Edition
- FIDIC Conditions of Contract for Plant & Design – Build, 1999 Edition
- Schedule of overheads used during the seminar – to be used as “Work Book”
- Work Exercises
- Notes on changes incorporated in the MDBs’ Harmonised Construction Contract

WHO SHOULD ATTEND?

The training course provides the necessary knowledge for professionals from Government Ministries and Agencies, Private Sector Employers, Consulting Engineers, Contractors, Quantity Surveyors, Architects, Legal Advisers and all involved with the implementation and management of large Works Contracts. It is particularly important to those involved in preparing or managing infrastructure projects financed under MDBs' Funds, the EU Cohesion and Structural Funds, as all their Works contracts use the FIDIC Conditions of Contract.

Ensure that your staff is prepared for working with these important documents that are becoming the international contractual language of the 21st Century

“The Practical Management of Contract Claims and the Resolution of Disputes”

OVERVIEW

With all FIDIC contracts there will be claims. This training course is designed to provide practical assistance to those working with the New FIDIC Contract Conditions (1999 Editions) in the management of claims and achieving resolution to claims and in particular the workings of the Dispute Adjudication Board.

It is applicable to all the Parties involved within a New FIDIC Contract – the Employer, the Contractor, the Engineer, and the DAB Members. By having a professional understanding of the responsibilities and rights of the Parties under a New FIDIC contract and the procedures to manage claims, the resolution of claims will be achieved more successfully. The tutors of the course are very experienced British engineers, who have extensive involvement with FIDIC claims, disputes, adjudications, and arbitration procedures throughout the world.

The World Bank and the IFI's also require a Dispute Board on the same basis as the FIDIC Contract and detailed in Harmonised Construction Contract.

SEMINAR TUTOR:

The tutor is provided by European Construction Ventures, ECV, in collaboration with FIDIC. ECV specialises in training and management consultancy to the international construction and infrastructure industries. The ECV tutors have provided over 150 training courses worldwide in the last 3 years on the practical use of FIDIC documents.

Tutor: David Heslett, BSc (Hons) C. Eng. FICE. Managing Director, ECV

COURSE MATERIALS

All delegates will be provided the following materials, in English:

- FIDIC Conditions of Contract for Construction 1999 edition
- FIDIC Conditions of Contract for Plant & Design-Build
- Schedule of overheads used during the seminar – to be used as “Work Book”
- Notes on changes incorporated within MDBs' Harmonised Construction Contract

WHO SHOULD ATTEND?

The seminar provides the necessary knowledge for professionals from Government Ministries and Agencies, Private Sector Employers, Consulting Engineers, Contractors, Quantity Surveyors, Legal Advisers and all involved with the next generation of International Projects. It is particularly important where FIDIC and MDB procedures shall be implemented and “adjudication” is required to resolve disputes.

COURSE RECOGNITION BY FIDIC

The course (Module 2) is regarded by FIDIC as providing part of the appropriate training for any person wishing to apply to the National Adjudicators' lists or FIDIC the FIDIC Presidents Adjudicator's list

Ensure that your staff is prepared for working with these important documents which are becoming the international contractual language of the 21st Century.

PROGRAMME

“The Practical Use of the 1999 FIDIC Conditions of Contract for Construction & Design-Build”

	<u>Day 1: 8:30 – 5:00</u>	<u>Day 2: 9:00 – 5:00</u>
7:30 – 8:30	<u>Registration of Participants</u>	9:00 <u>Session 5:</u>
8:30	<u>Session 1:</u> <u>Introduction & Principles</u> <ul style="list-style-type: none">• Background / History• Examination of Contracts• Basic Principles• Risk Analyses• Selection of Appropriate Contracts	<u>Clauses 8,9,10,11 &12 (YB)</u> <ul style="list-style-type: none">• Commencement Procedure• Programme• Extension of time• Suspension• Taking over Certificate• Defects period & Performance Certificate
10:30	Coffee Break	10:30 Coffee Break
11:00	<u>Session 2:</u> <u>Clauses 1 & 2</u> <ul style="list-style-type: none">• General provisions• Responsibilities of the Employer• Funding by Employer• Claims by Employer	11:00 <u>Session: 6:</u> <u>Clauses 12(RB), 13, & 14</u> <ul style="list-style-type: none">• Measurement• Evaluation• Variations• Payment
1:00	Lunch Break	1:00 Lunch Break
2:00	<u>Session 3:</u> <u>Clauses 3 & 4</u> <ul style="list-style-type: none">• Responsibilities of the Engineer• Delegations by Engineer• Engineers Determinations• Responsibilities of the Contractor	2:00 <u>Session 7:</u> <u>Clauses 15,16,17,18 &19</u> <ul style="list-style-type: none">• Termination by Employer• Suspension/Termination by Contractor• Risks and Responsibilities• Insurance• Force Majeure
3:30	Tea Break	3:30 Tea Break
3:50	<u>Session 4:</u> <u>Clauses 5 (RB & YB), 6 & 7</u> <ul style="list-style-type: none">• Nominated Contractors (Red Book)• Design (Yellow book)• Contractors Documents (Yellow Book)• Labour Requirements• Workmanship	3:50 <u>Session 8:</u> <u>Clause 20</u> <ul style="list-style-type: none">• Contractor's Claims• Disputes Adjudication Board• Amicable Settlement• Arbitration Differences between FIDIC & MDB's Harmonised Construction Contract (<i>Provided as Aide Mémoire</i>)
5:00	<u>End of Day 1</u>	5:00 <u>End of Day 2</u>

***Throughout the seminar there will be opportunities for questions,
and where appropriate, case studies will be introduced***

Delegate Fee (includes for lunch on both days, refreshments and all course materials)

PROGRAMME

“The Practical Management of Contract Claims and the Resolution of Disputes”

	<u>Day 1: 8:30 – 5:00</u>	<u>Day 2: 9:00 – 5:00</u>
7:30 – 8:30	<u>Registration of Participants</u>	9:00 <u>Session 5:</u>
8:30	<u>Session 1:</u> Contractual Risks <ul style="list-style-type: none">• Risk Management• Causes of Claims• FIDIC Claims Entitlements	Disputes and Establishment of Dispute Adjudication Board (DAB) <ul style="list-style-type: none">• Types of DAB• Terms of Agreement• Payment Conditions
10:30	Coffee Break	10:30 Coffee Break
11:00	<u>Session 2:</u> Claims and Contractual Procedures <ul style="list-style-type: none">• Clause 2.5 Employer’s Claims• Clause 20.1 Contractor’s Claims• Clause 3.5 Engineer’s determination	11:00 <u>Session 5:</u> The Working of the DAB and Procedural Rules (PR) <ul style="list-style-type: none">• Procedural Rules• DAB Decision Process• Position Papers/ Hearing• DAB Decision• Dissatisfaction with DAB decision
1:00	Lunch Break	1:00 Lunch Break
2:00	<u>Session 3:</u> Time related Claims by Contractor <ul style="list-style-type: none">• Extension of Time• Reasons & justification of time claims	2:00 <u>Session: 7:</u> <ul style="list-style-type: none">• DAB Work exercises
3:30	Coffee Break	3:30 Coffee Break
3:50	<u>Session 4:</u> Additional Payments by Contractor <ul style="list-style-type: none">• Substantiation• Evaluation by Engineer	3:50 <u>Session 8:</u> Engineer as DAB, Amicable Settlement & Arbitration <ul style="list-style-type: none">• Engineer as DAB• Amicable Settlement• Arbitration Aide Mémoire on MDB’s amendments to FIDIC procedures
5:00	<u>End of Day 1</u>	5:00 <u>End of Day 2</u>

Throughout the seminar there will be opportunities for questions, and where appropriate, case studies will be introduced

Delegate Fee (includes for lunch on both days, refreshments and all course materials)



Two day courses on:

- Practical use of New FIDIC 1999 Conditions of Contract for Construction Red and Yellow Books**
(Module 1) – 16th & 17th June 2011 (ST. LUCIA)

&

- Management of Contract Claims and Disputes Under New FIDIC 1999 Conditions for Construction Red and Yellow Books**
(Module 2) – 20th & 21st June 2011 (ST. LUCIA)

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Please complete in BLOCK CAPITALS

First Name:

Family Name:

Job Title:

Organisation Name

Organisation Address:

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Telephone:

Facsimile:

Participant E-Mail:

- I confirm payment of US\$1,300 per delegate per Course
- For 2 or more delegates from the same organization - US\$1,120 per delegate, per course
- Special: Both Courses at US\$2,080 per delegate.

PAYMENT:

Certified Cheque/Wire or bank transfer payable to:
Joint Consultative Council
Republic Bank Limited, Ellerslie Court, Maraval
Trinidad

US\$ Account No: 213102501

TT\$ Account No: 340512209501

Swift Address: RBNKTPX

Wire - Transfer CHARGES FOR YOUR ACCOUNT

Terms and Conditions

By Fax or E-mail to JCC offices with payments by Bank transfer, cheque or certified cheque see details below.

Registration

Participants may register

Payment receipts:

All registered delegates will receive confirmation of payment together with acknowledgement of registration, 5 days before the course.

Cancellations:

Cancellations by delegates must be made in writing received and acknowledged three weeks (3) before the seminar. It is regretted that no refunds will be made or invoices cancelled after this date and the full registration fee will be payable. Substitutions may be made at any time. Refunds minus an administration fee of US\$30.00 will be applicable to cancellations received and acknowledged within the period specified.

Cancellation by the organizers:

We reserve the right to cancel the event if it is under subscribed or for any reason. In the event of cancellation we will endeavor to give delegates two-week notice, and the fee will be refunded in full.

I have read and accept the Terms and Conditions.

Name of Authorization Officer (where applicable) [Print]:

.....

Position/Telephone:

.....

Signature:

.....

- **Please ensure the correct spelling of names of participants** so as to guarantee accuracy of Certificates to participants.

