

Contract Administration Training Programme Level 3 - Advanced Course - 15 Hours

(Only those who completed the Levels 1 & 2 training of 25 hours and studied the 900+ Case Studies sent online qualify for this course)

Course Overview :- Where the SCA course dealt with FIDIC-4th Edition 1987, CA-AC is structured to train the Contract Administrators on FIDIC 1999. CA-AC also educates them on how to deal with and on the parties' entitlements related to De-Scoping, Suspension and Termination issues (which are quite common when money is in short supply), under both FIDIC 1999 and FIDIC-4th Edition, 1987, especially in relation to the applicable Law. Due to the many shortcomings existing in FIDIC 1999, without the rare knowledge provided by this training, the Company's interests cannot be protected. Even where the employer is not providing such training opportunity, it is still in the interest of the employee to undertake such training (for better employment prospects), by gaining this unique knowledge which is not available from any other source.

Who should attend :- This course is available only to the Alumni of SCA course who have completed Levels 1 & 2 training. Already crammed University/Polytechnic Degree/Diploma programmes of limited durations cannot accommodate adequate material and space to educate the graduates on the above essentials or in these advanced administration aspects of contracts under FIDIC and bespoke forms of contract, and therefore all practitioners involved in a project need to undergo such training conducted by industry experts. Similar training is not available from any other source in this part of the World. Engineers, Quantity Surveyors, Project Managers, Planners, Cost Controllers, Designers and Company Executives cannot protect the interests of the Company without such knowledge/training.

Course Structure :-

Session I – Omission, Suspension and Termination – Part 1

Session II – Omission, Suspension and Termination – Part 2

Session III – Omission, Suspension and Termination – Part 3

Overview During these 3 sessions lasting some 8 hours, all the provisions regarding de-scoping, suspension and termination in both FIDIC 1999 and FIDIC-4th Edition, 1987 would be discussed in detail, together with the provisions in the applicable Law governing termination of contracts. Since the enforceability of FIDIC provisions regarding termination is questionable, Contract Administrators from both sides (Developers and Contractors) and especially the Engineers should be fully aware on the complications before embarking on any de-scoping of the work, suspending the progress of the work or terminating either the Contract or the employment of the Contractor (or the Subcontractor) under the Contract (or the Subcontract).

Contents -

- Identifying whether the contract has formed.
- Understanding the provisions in the applicable Law regarding terminations.
- The 4 different ways that the contract can end.
- Revisiting the formation of contracts.
- Does the party who seeks termination, benefit from it ?
- Understanding the 5 termination provisions in FIDIC-4th and the comparison of payment on termination .
- Understanding the 6 termination provisions in FIDIC 1999 and the comparison of payment on termination .
- How to deal with terminations when the contract/subcontract does not have termination provisions.
- Difference between the termination of the contract and the termination of the Contractor's employment under the contract.
- Essential considerations prior to a termination.
- Action required following a termination.
- Force Majeure and frustration.
- Survival of important provisions following a termination (which exists in FIDIC-4th but absent in FIDIC 1999).
- Suspension provisions in FIDIC-4th and FIDIC 1999.
- How to deal with de-scoping, as the contracts are silent about it.

- Legal provisions regarding termination for cause and/or convenience.
- Conclusions as to whether or not a court order is required prior to termination.
- Authorities and case Law.
- Questions & Answers ?

Session IV – Introduction to FIDIC 1999.

Overview This Session is structured to train the Contract Administrator on the new terminology and new provisions that the industry was not used to in this part of the world, and on their implications. During this Session many shortcomings found in FIDIC 1999 as well as the reasons why parties may not want to use FIDIC 1999 for their contracts (and go back to the FIDIC-4th Edition, 1987) would be discussed in detail..

Contents -

- Understanding the new terminology introduced by FIDIC 1999 (and the complications as the same terminology previously existed, but with different meaning/definition under FIDIC-4th).
- Shortcomings in the Priority of Documents.
- Absence of the requirement for Engineer's impartiality.
- Some 40 other concerns in FIDIC 1999.
- Increased work load of Engineers and Quantity Surveyors in administrating FIDIC 1999 contracts (when compared to FIDIC-4th).
- Understanding the new Dispute Adjudication Board ("DAB") provisions.
- Understanding the DAB process.
- Opportunities for Contract Administrators to pursue a career as Adjudicators.
- Discussion time (Questions & Answers).

Session V – Variations & Valuation of Variations Under FIDIC 1999.

Overview One of the two main duties of the Contract Administrator is the management of Variations. Though the delegate is fully knowledgeable with such management under FIDIC-4th, (via the theory learned at the SCA Course and its application learned through the 700+ case studies), this Session would provide the additional knowledge required in respect of FIDIC 1999, due to many concerns that exist in its Variations provisions.

Contents -

- Understanding the correct interpretation of the Variations clause and the intentions of the parties.
- Understanding the shortcomings in the FIDIC 1999 Variations clause and how to address them.
- Understanding the 11 Sub-Clauses under which Variations can arise.
- Addressing the concerns due to the absence of a separate provision for valuation of variations.
- Understanding the complex single provision to value both original scope of work and Variations.
- Absence of provisions to value some parts of original scope of work and some varied work.
- Due to the absence of a provision to restore the Contractor's overhead under-recovery, interpreting an existing provision for this purpose.
- Inability to correct an over-recovery of Contractor's overheads.
- Concerns due to a Contractor's ability to claim varied rates/prices even in a re-measurement type contract, if the BOQ quantity does not represent an item of work found in the Drawings / Specification.
- Comparison of the payment application / certificate under the 2 contracts.
- Discussion time (Questions & Answers).

Session VI – Extension of Time & Prolongation Costs Under FIDIC 1999.

Overview The other main duty of the Contract Administrator is the management of Claims. Though the delegate is fully knowledgeable with such management under FIDIC-4th, (via the theory learned at the SCA Course and its application learned through the 700+ case studies), this Session would provide the additional knowledge required in respect of FIDIC 1999, due to many concerns that exist in its Extension of Time and Prolongation Costs provisions.

Contents -

- Understanding the correct interpretation of the Extension of Time clause and the intentions of the parties.
- Understanding the shortcomings in the Extension of Time clause and how to address them.
- Understanding the 28 Sub-Clauses pursuant to which the Contractor claims Extension of time and Prolongation Costs under FIDIC 1999 contracts.
- Addressing the concerns due to the absence of a separate provision for claiming prolongation costs when an instructed Variation delays the project completion.
- The policy in FIDIC 1999 to award profit in addition to cost when the Employer is responsible for a delay, and the inconsistency in this policy.
- Unlike in FIDIC-4th, the necessity for a relevant Sub-Clause (where delays are mentioned) to expressly state the Contractor's entitlement to Extension of Time, and the inconsistency in it.
- Comparison of the EOT/Cost/Profit provisions under the 2 contracts.
- Discussion time (Questions & Answers).
- Certificate presentation.

Those who graduate from the CA-AC course qualify for Level 4 training i.e. the Contract Administration – Master Class (“CA-MC”).