

## **Training Programme for Sound Contract Administration - 4 Sunday Afternoons 26<sup>th</sup> May and 2<sup>nd</sup>, 9<sup>th</sup> & 23<sup>rd</sup> June 2024 - 2pm to 9pm**

**Course Overview :-** Sound Contract Administration ("SCA") is a 25 hour intensive short Course providing holistic education/training to the delegates on the Best Practice in dealing with Variations, step-by-step guidance on the preparation (or evaluation) of claims to demonstrate and secure (or identify and determine) a Contractor's entitlement to Extension of Time and Prolongation Costs (especially where the Contractor's own culpable delay is concurrent), project cost control, dispute resolution and drafting contracts/subcontracts in a legally binding manner. Due to the existence of many incorrect practices in the construction industry in administering contracts, it is essential for all Developers, Consultants and Contractors to educate their employees on such harmful practices and train them on the professional administration of the Contract, without which 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. (For full Course Syllabus please visit [www.drsamfze.com](http://www.drsamfze.com)).

**Who should attend :-** Already crammed University/Polytechnic Degree/Diploma programmes do not have time to educate the graduates on the above essentials or in the complex administration 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 adequately protect the interests of the Company without such knowledge/training.

Here is a unique low-cost fast track opportunity to gain this rare knowledge :-

**Training Programme : "Be a Sound Contract Administrator in 10 Sessions"**

**Conducted by : Prof. Indrawansa Samaratunga DSc**  
**FRICS, FAIQS, FIQSSL, FCIArb, FCIQB, FCMI, FIAS, FCABE**  
Chartered Surveyor, Chartered Manager, Chartered Building Engineer,  
Chartered Construction Manager, Chartered Quantity Surveyor  
Arbitrator / Mediator - London Court of International Arbitration  
Arbitrator / Expert - Dubai International Arbitration Centre, UAE  
Ex Board Member of Construction Law & Dispute Resolution Advisory Board of British University in Dubai,  
Ex Middle East Representative of the Australian Institute of Quantity Surveyors

**Venue : Millennium Hotel (Next to the Mall of the Emirates), Dubai.**

**Charges : Dhs. 2800/= per head for the full course (plus VAT). Cheques should be written in favour of "DRSAM FZE".** (Cash is also acceptable). Direct remittances/transfers can be made to Mashreq Bank IBAN number AE970330000019100024745. **There are limited places available on a first-come-first-served basis.** (Each delegate would receive a Certificate showing 25 hrs Structured Continuous Learning - equivalent to 25 CPD hours / 25 PDUs - gained at the Training Programme). Those who complete the course would qualify to receive on-line free-of-charge, 900+ Q&A on typical day-to-day contract administration issues that the practitioners face on work sites.

### **Sunday 26<sup>th</sup> May 2024**

- 1.30 pm** Registration is open from 1.00 pm. Delegates should arrive at least by 1.30 pm to allow time for registration.
- 2.00 pm** **1. Variations and Valuation of "varied work" under FIDIC and similar Forms of Contract.** (If there are no Variations, then the administration of a contract is straight forward, but almost all projects are burdened with Variations and if the Contract Administrator is not fully competent in dealing with Variations, then disputes are unavoidable. This session provides detailed teaching on everything there is to know about Variations and their valuations, and the 12 different ways that the existing rates and prices become inapplicable / inappropriate, when variations are instructed).
- 6.40 pm** Snacks, Tea / Coffee break.
- 7.00 pm** **2. Provisions in the Contract for Extension of Time and Prolongation Costs.** (Delayed project completion has become quite common in the industry. It is the duty of the Contract Administrator to deal with Extension of Time and Prolongation Cost Claims. If he/she is not fully aware about the entitlements of the parties and how to administrate them, then disputes are unavoidable. This session teaches in detail, on how to identify the entitlements to extension of time and prolongation costs even where such entitlements are not stated in a contract, by applying the essential tests to verify the entitlements).

### **Sunday 2<sup>nd</sup> June 2024 - 1.45 pm Registration**

- 2.00 pm** **3. Dealing with Concurrent Delays** (It is quite common for a Contractor to have slow progress during the early stages which he can recover during later stages. But at a time when he is late, if the Employer also delays him, generally it is



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difficult to establish who should bear the responsibility for delayed completion. In such concurrent delay situations, the Contract Administrator should be fully competent in identifying the entitlements of the parties, as the Contracts are usually silent on how to deal with concurrent delays. Learn the 12 arguments for the Contractor and the 3 for the Employer).

**4.00 pm 4. Notices, Detailed Particulars and Calculation of Prolongation Costs** – (It is not always that a Contractor loses its rights if a notice or detailed particulars are not submitted within the time period stated in the Contract. Therefore the Contract Administrator should be able to identify the circumstances under which the Contractor would lose its rights. This session also guides the participant step-by-step through the claims preparation process, and about the evidence required to prove the entitlements to Extension of Time and Prolongation Costs and their Quantum).

**6.40 pm Snacks, Tea / Coffee break.**

**7.00 pm 5. Under-Recoveries and Over-Recoveries under Sub-Clause 52.** (Under a JCT Form of Contract, the Employers and Consultants always deduct the Contractor's Overheads priced within the Variations against the Overheads Claimed within Prolongation Costs, when EOT is given for delays due to such Variations, but under a FIDIC Form of Contract it is incorrect to make such adjustment. Also if the Effective Final Account is well above the Effective Contract Price, the Contract Administrator should know how to adjust the over-recoveries in favour of the Employer and vice versa. Learn the existing incorrect practices / misconceptions about this Sub-Clause, and the correct practice through worked examples).

## **Sunday 9<sup>th</sup> June 2024 - 1.45 pm Registration**

**2.00 pm 6. Use of Formulae for Recovery of Overheads (Hudson, Emden, Eichleay, Hank-Laun and Samaratunga).** (Often the largest portion of a Prolongation Cost Claim is the Contractor's Head Office Overheads cost element, which is also the most difficult part of the Claim to demonstrate and quantify. The Contract Administrator should be fully aware of what Head Office Overheads are, which parts of such overheads can be claimed, which parts cannot be claimed and most importantly how such overheads could be apportioned to the delay period of a project. They should also know why formulae such as Hudson, Emden and Eichleay cannot be used when dealing with a FIDIC Form of Contract).

**3.30 pm 7. How to Draft a Contract Agreement.** (Without knowing what a contract is, it cannot be administrated. This session explains what a legally binding contract is, how contracts are made and provides knowledge on the essential provisions one should draft into a contract, and educates the practitioner on what to look for before his/her Company signs a contract thus protecting the Company's interests. This session also deals with drafting Subcontracts. Should the limit of Subcontract penalties be 10% of Subcontract Price or 10% of Main Contract Price ?).

**7.20 pm Snacks, Tea / Coffee break.**

**7.40 pm 8. Project Cost Control and Measurement Principles.** (This covers project cost control mechanism, art of preparing the BOQ and a brief introduction to Methods of Measurement such as CESMM3, SMM7 and POM(I). Irrespective of the method used, the BOQ should be capable of serving its objective, which is to produce a set of rates/prices that cannot be challenged as inapplicable/inappropriate for valuing variations/original scope of work, thus ensuring effective cost control of projects. The correct evaluation of PC rates is also discussed during this Session).

## **Sunday 23<sup>rd</sup> June 2024 - 1.45 pm Registration**

**2.00 pm 9. Arbitration and Other Dispute Resolution Techniques.** (Before the parties become eligible to refer their disputes to arbitration, their Contract Administrators should follow many procedures in resolving any issues at lower tiers. Contract Administrators should be fully knowledgeable on the multi-tiered dispute resolution process written in contracts. In addition to providing them with such knowledge, this session also explains the step by step arbitration process including a video clip of an arbitration hearing. Also an introduction to Mediation, Conciliation and other ADR).

**6.00 pm Snacks, Tea / Coffee break.**

**6.20 pm 10. Sound Contract Administration.** (How to protect the interests of the Company and its Clients. The What, Who, When and Why of Contract Administration. Also presents The DOs, The DON'Ts and a code of conduct/ethics for Contract Administrators. This Sessions also introduces the procurement routes that the Contract Administrators should be aware of).

On each day sessions commence at sharp 2.00 pm and therefore the delegates are required to be seated by 1.55 pm. Each Session consists of a lecture of 1 ½ - 2 hrs and a discussion (Q & A) time of ½ - ¾ hr, with further Q&A time at the end of the day.

Reserve your place by sending an email to [drsam@rakfzbc.ae](mailto:drsam@rakfzbc.ae) For an immediate response please call 050-4588949.