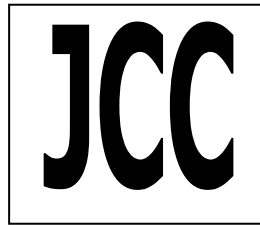




Fédération Internationale des
Ingénieurs – Conseils



Joint Consultative Council
for the Construction Industry



Accredited FIDIC
Training Company

PRESENT

**“The Responsibilities and Duties of
Dispute Adjudicators and Parties to Disputes”**

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

**PLEASE BE ADVISED THE PERSONS REGISTERING TO TAKE THIS
COURSE MUST HAVE COMPLETED MODULES 1 & 2**

On

16nd & 17th July, 2012

&

**“Contract Management and Administration of 1999 FIDIC
Construction, Plant and Design-Build Contracts**

19th & 20th July, 2012

**Hyatt Regency Trinidad
Port of Spain, Trinidad and Tobago**

Tutor: Simon Worley, *B Eng (Hons), C Eng, MICE, MCIWEM*

**For Further information contact Desiree L- Arthur
Tel: 868-720-0850/ 623-9396 / Fax: 868-625 - 5749**

Email us at: jcctt1@gmail.com or

Visit web sites: www.jcc.org.tt or www.fidic.org/seminars or www.ecvglobal.com

***The Responsibilities and Duties of
Dispute Adjudicators and Parties to Disputes
Under the 1999 FIDIC Contracts***

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.

This practical course explains and illustrates the procedures and application of the Dispute Adjudication requirements under these Contracts. The course is designed for both those wishing to work as dispute adjudicators as well as those who will use Dispute Adjudication Boards either as an Employer, Engineer or Contractor.

SEMINAR TUTOR:

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:

Simon R. Worley *B Eng (Hons), C Eng, MICE, MCIWEM,*

COURSE MATERIALS

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

- FIDIC Conditions of Contract for Construction (Red Book) 1999 edition
- FIDIC Conditions of Contract for Plant & Design - Build (Yellow Book) 1999 edition
- Schedule of overheads used during the seminar – to be used as “Work Book”
- Work Exercises for each of the course sessions

WHO SHOULD ATTEND?

The course provides the necessary knowledge for professionals from Government Departments 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 managing or practicing the dispute adjudication process under the FIDIC or similar Contracts.

Ensure that your staff involved with the dispute adjudication procedure, understand fully the requirements and implications of this most important process that is the 21st Century's answer to Arbitration

CONTRACT MANAGEMENT & ADMINISTRATION OF 1999 FIDIC CONTRACTS UNDER THE FIDIC CONSTRUCTION CONTRACT

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.

This practical training course, provided by a professional engineer 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 TUTOR:

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: Simon Worley, *B Engineer (Hons), C Engineer, MICE, MCIWEM*

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

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 FIDIC 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, or Government Works Projects that 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 Responsibilities and Duties of Dispute Adjudicators and Parties to Disputes”
Under the 1999 FIDIC Contracts

PROGRAMME - Module 3

<u>Day1:</u>	<u>09.00 – 17.00</u>	<u>Day 2: 09.00 – 17.00</u>
0.900-9.30	<u>Registration of Participants</u>	0.900: <u>Session 4</u> – Dispute timetable and position papers
9.30	<u>Session 1</u> – Adjudication Principles <ul style="list-style-type: none">• What is a Dispute?• Background of dispute resolution• Alternative methods of dispute• Resolution• Application in USA & Europe• Dispute adjudication under FIDIC/MDB Contracts• Legal status of adjudicator and DB’s	<ul style="list-style-type: none">• Establish timetable• Nature of Position Papers• Responses• DB Directions• Evidence statements
11.00	Work exercises on principles	Work Exercises on position papers
11.30	<u>Break</u>	<u>10.45 – 11.15 Break</u>
	<u>Session 2</u> – DB Establishment and responsibilities <ul style="list-style-type: none">• Selection process and appointment/s• Contract Agreement• Full Term and Ad Hoc responsibilities• Fees, expenses and payment terms• Termination and replacement of DB	11.15 <u>Session 5</u> – Hearing <ul style="list-style-type: none">• Pre-hearing requirements• Site visit before hearing• Attendees• Agenda and procedures• Evidence• Conclusion of hearing• After the hearing
13.00	Work exercises on DB establishment	Work Exercises on a Hearing
14.00	<u>Lunch</u>	<u>13.00 – 14.00: Lunch</u>
	<u>Session 3</u> - Procedural Rules <ul style="list-style-type: none">• Routine Procedures• Full term site visits• Opinion and advice• Dispute referral• DB jurisdiction	14.00: <u>Session 6</u> – Dispute Decision <ul style="list-style-type: none">• Reaching the decision• 3 Person DB discussion• Format of decision• Unanimity• Enforcement of decisions
15.30	Work exercises on Procedural Rules	Work exercises on dispute decision
15.50	<u>Break</u>	<u>15.30 – 15.50: Break</u>
	Case Studies on Site Visit and DB opinion	15.50 Case Studies on DB referrals and decisions
17.00	<u>End of Day 1</u>	<u>17.00 End of Day 2</u>

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

Attendance Fee

**(Includes for lunch on both days, refreshments and all course materials)
For 2 or more delegates from the same organisation**

**CONTRACT MANAGEMENT AND ADMINISTRATION OF 1999 FIDIC CONTRACTS -
CONSTRUCTION & PLANT AND DESIGN-BUILD CONTRACTS**

PROGRAMME - Module 4

	<u>Day 1: 08.30 – 17.00</u>	<u>Day 2: 08.30 – 17.00</u>
07.30 – 08.30	<u>Registration of Participants</u>	<u>08.30 Session 4:</u>
08.30	<u>Session 1:</u> <u>Contract Documents & Award</u> <ul style="list-style-type: none">• Contract Award Procedures• Contract Documents• Role and Authority of Engineer• Performance Security	<u>Financial Controls and Disciplines</u> <ul style="list-style-type: none">• Measurement• Variation Orders• Value Engineering• Interim Payment Certificate• Final Payment Certificate
10.45	Coffee Break	10.45 Coffee Break
11.00	<u>Session 2:</u> <u>Contract Start Up</u> <ul style="list-style-type: none">• Pre Commencement Date• Appointments• Programme• Insurances• Drawings• Start Up Meeting	11.15 <u>Session: 5:</u> <u>Claims, Suspension and Termination</u> <ul style="list-style-type: none">• Contractor's Claims• Engineer's Responses• Employer's Claims• Determinations• Suspension by Engineer / Contractor• Instruction by Employer / Contractor
13.00	Lunch Break	13.00 Lunch Break
14.00	<u>Session 3:</u> <u>Post Commencement Date Administration</u> <ul style="list-style-type: none">• Access & possession of Site• Site security• Contractor s Mobilisation• Nominated Sub Contractor• Records• Progress Reports	14.00 <u>Session 6:</u> <u>Disputes, Amicable Settlement & Arbitration</u> <ul style="list-style-type: none">• Establishment of DAB• Procedures of DAB• Amicable Settlement procedures• Arbitration procedures
15.30	Tea Break	15.30 Tea Break
15.30	<u>Session 3 (Cont): Post</u>	15.50: <u>Session 7:</u> <u>Taking Over the Works and Defects Notification</u>
15.50	<u>Commencement Date Administration</u> <ul style="list-style-type: none">• Local Laws• Design & ER Scrutiny• Contractor's Documents• Plant, Materials & Workmanship	<u>Period and Contract Completion</u> <ul style="list-style-type: none">• Taking Over Certificate• Defects in DNP• Performance Certificate• Contract Completion issues
	<u>End of Day 1</u>	Differences between FIDIC & MDB's Harmonised Construction Contract (Provided as Aide Mémoire) <u>End of Day 2</u>

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

REGISTRATION FORM

Two day courses on:

The Responsibilities and Duties of Dispute Adjudicators and Parties to Disputes, Under the FIDIC 1999 Conditions of Contract for Construction (Red & Yellow Books)

16TH & 17TH JULY, 2012

And

Contract Management and Administrator of the 1999 FIDIC Contracts – Construction and Design-Build Contracts

19TH & 20TH JULY, 2012

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Please complete in BLOCK CAPITALS

First Name:

Family Name:

Job Title:

Organisation Name

Organisation Address:

.....

Telephone:

Facsimile:

Participant E-Mail:

PAYMENT:

Credit Card/ Certified Cheque/Wire or bank transfer payable to:

Joint Consultative Council

Republic Bank Limited, Ellerslie Court, Maraval
Trinidad

I confirm payment of US\$1,300 per person, per course

US\$1,200 per person, per course - For 2 or more delegates from the same organization

US\$1,120 per person, per course – **Early-bird special (deadline for payment June 22nd, 2012)**

PAYMENT:

CREDIT CARD - PLEASE GO TO: www.ECV.com
(Note registration forms are to be sent to jcctt1@gmail.com)

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

Please forward proof of payment to JCC.

Terms and Conditions

Registration

Participants may register via Fax or E-mail & forward to JCC offices in the same manner. Contact info: [Tel:868-623-9396](tel:868-623-9396)
Fax: 868-625-5749 or
email: jcctt1@gmail.com

Payment and receipts:

All payments to be made via bank/ wire transfer, certified cheque (details included). 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 [Print]:

Position.....

Telephone.....

Fax.....

Email.....

Signature.....

Please ensure the correct spelling of names of participants.