


Construction Contracts Management FIDIC JBCC NEC GCC

SAAMA2017949

Live Online Sessions - Limited slots available

8th to 10th December 2021
26th to 28th January 2022
23rd to 25th February 2022
23rd to 25th March 2022
27th to 29th April 2022
25th to 27th May 2022
22nd to 24th June 2022

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content

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More than 300 registered delegates
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Key Objectives

- ✓ Looking at the roles and responsibilities of the various parties and role players under FIDIC , NEC, JBCC, GCC 2010 contracts
- ✓ Understanding the differences and similarities between FIDIC, NEC, JBCC & GCC contracts
- ✓ Grasp how to make effective procurement choices from amongst the different contracts that are available for your selection
- ✓ Explore the structure of FIDIC, NEC, JBCC and GCC contracts
- ✓ Gain practical tips on the procurement and administration of these contracts
- ✓ Analyse the processes applicable to contract variations, compensation events or claims for an extension of time and additional payment and the manner in which to prepare, to administer and to assess them
- ✓ Examine the milestones relative to the Stages of Completion
- ✓ Delve deeper into dispute resolutions mechanisms applicable under FIDIC, NEC, JBCC and GCC contracts
- ✓ Discover the changes made to the JBCC Agreements relative to the previous 5th Edition

This 3 day Masterclass will look at the contracts widely used in the construction industry . The construction industry is becoming ever more competitive and demanding. A detailed knowledge of the technicalities and legal framework within which the construction team operate has become indispensable in influencing, distributing and managing risk. Every member of the construction team should have an understanding of the contractual issues, the law regulating claims, negligence and other legal issues. In an industry that is seeing increased insolvencies, increasing claims and numerous disputes, the importance of a sound understanding of the legal background cannot be underestimated. A thorough understanding of the legal framework provides the key to successful financial management and reliable risk management. This Masterclass will provide a thorough understanding of the relevant procurement and contract administrative processes, which contribute to effective management and avoidance of disputes and increase the chances of projects being completed on time and within budget.

This workshop covers conditions for international Contracts for civil and industrial projects. The above four contracts will be a recurring theme in South Africa for contractors and consultants alike as they form part of the standardization of the Construction Industries Development Board of South Africa. This makes these contracts compulsory when organisations contract for built environment.

How you as a delegate will benefit

- Increased skill sets in contracting process
- A greater sense of Professionalism
- Knowledge of evaluating prices
- Greater ability to lead successful negotiations
- Increased recognition by the organization due to improved Performance

Organisations Benefit

- Greater strategic focus of those involved in Contracting
- Higher productivity of contracting personnel
- Reduced cost of contracts for materials & services
- Better outcomes in negotiations
- Improved supplier performance



Who Should attend

This workshop is intended for :

- Engineers, Supervisors, Project Managers,
- Lawyers, Quantity Surveyors, Contract Administrators, Supply Chain Managers
- Engineering Managers, Planning Engineers
- Executives wishing to understand Contract Administration Requirements.

Our Facilitators

This year , we have decided to work with Industry experts this this field located in various towns. List to be updated as sessions progress . Our list includes:

1. A highly experienced accredited training facilitator, Assessor and Moderator with extensive legal experience and business consulting experience.

He has worked in the Logistics industry for the past 20 years and has held various senior role playing positions with different companies. His current work relations involve training, developing & sourcing strategies for the Government Departments Nationally from Education to many other departments within the Government realm as well as the Private Sector. In addition, He has been instrumental in very large training projects with Eskom and Nampak where the element of Back to Basics within the work place was the main focus. He was part of drawing up the Supply Chain program handbook for the implementation of the Back to Basics program.

2. He has an LLB. BComm (DMU) an MBA (DMU) and an BEng (Hons)(DMU). His ability to reason and rationalize combined with earnest enthusiasm make him a proficient and vibrant speaker. He has led numerous training companies to success in the capacity of CEO as well as lecturing at CIDA City Campus and Walter Sisulu University, driving firm social and ethical principles through understanding and co-operation.

This workshop will :

- Provide an independent & critical overview of the key provisions of these contracts
- Focus on provisions that might contain difficulties and may require amendment or supplementation
- Highlight the similarities and differences between them
- Critically analyse key contract administration provisions and the content of key contractual notices and correspondence Highlight compliance & governance requirement
- Explain the potential risks and costs of non-compliance with contract provisions

All Delegates are required to complete our pre-workshop Questionnaire

FIDIC

Administering infrastructure projects is a complex, technical, administrative and contractual process. Contract Administration utilising the FIDIC standard conditions of contract are increasingly used by the International Construction Industry throughout the world. The International Federation of Consulting Engineers (FIDIC) has, over the years, issued a number of standard documents for use on construction projects.

This interactive special course has been designed to offer practical knowledge on how to administer the FIDIC conditions for building and engineering works designed by the Employer (Red Book) and the Plant and Design Build contract for Electrical and Mechanical Plant and for building and engineering works designed by the Contractor (Yellow book).



Session 1 – The Legal Framework underpinning Engineering Contracts

- The general and particular provisions applicable engineering and construction Contracts and their interpretation.
- Engineering contracts and the law of property, delict and OHS
- Contracts as projects and business management and governance tools

Session 2 - Introduction to the FIDIC "family of contracts"

- The FIDIC "Rainbow" and which contract to use for which project.
- Distinguishing the features of each contract
- How to select the appropriate contract for your particular project and needs
- The parties and role players under FIDIC and contracts

Session 3 - Preparing FIDIC contracts

- The structure of FIDIC contracts
- The Contents the Appendix to Tender
- Amendments and supplementary provisions in the
- Particular Conditions of Contract & other contract documents
- Specifications, drawings, employers requirement and contractors proposals

New Session : Introduction to the FIDIC 2017 Contracts

- Risk allocation and philosophy
- Role of Engineer
- Distinctive features

Session 4 – FIDIC and change control : Time, Scope and Costs & Profits

- Communications types and contents
- Establishing commencement, access and completion dates
- Instructions and variations
- Claims for extension of time
- Claims for additional Costs and profit
- Procedures and grounds for claiming Extension of Time and / or additional payment
- How to properly prepare and quantify claims
- Assessment of claims

Session 5 Pre -awarding of contracts :

- Choosing the correct FIDIC contract for the project: type of project, design responsibility, basis of payment;
- Pre-qualification of Tenderers under the FIDIC contracts;
- Preparing the tender documentation including instructions to Tenderers ;
- Effective management of the tendering process.

Session 6 :After Award and Before Work Commences:

- Risk and liability under the FIDIC contracts;
- Insurance issues;
- Guarantees and security;
- Design issues.

Session 7 :During Progress of Works

- Extensions of time;
- Claims for variations;
- Value engineering;
- Instructions and variations;
- Payment provisions;
- Information required by tenderers under the different FIDIC contracts.

Session 8 – Disputes & Termination

The dispute resolution process under FIDIC contracts & termination provisions

Benefits

- Participants will benefit from this course by being better able to:
- Gain clarity on the interpretation of the contracts
- Obtain greater understanding of the Tender Process
- Identify appropriate contract forms for a given risk strategy
- Understand the contract relationships between the Parties
- Plan, schedule and monitor the Works
- Understand the importance of cash flow and financial management
- Take necessary actions in case of claims and disputes

NEC

NEC has already had a transformative effect on the industry. The adoption of NEC contracts put collaboration and collective risk sharing as the foundation for modern procurement.

In recent years the construction industry has become more exposed to the global arena. As a result, there is an increasing demand on professionals to make use of international forms of contract such as the New Engineering Contract (NEC).

NEC contracts are different to the more traditional contracts. They are drafted as a set of procedures for the management of time, cost and quality which are to be carried out by role players named in the contract. Training in the understanding and application of those management procedures is an essential pre-requisite to their effective application.

This session will provide an informed introduction to the NEC in four sessions. The first session provides an overview of the contract options, the distinguishing features of each option, the selection of an appropriate contract, and the parties and role players involved. The second session considers the preparation of the contract documents, including the structure and the essential documentation required. The third session addresses time and change management and takes into account sequence and programme, delays, early warnings, compensation events, the preparation of claims, and the schedule of cost components. The final session deals with termination and disputes.



Introduction

- ✓ Introduce the course case study
- ✓ Overview of the procurement process
- ✓ **Preparing the tender documents**
 - How contract risk is handled in the NEC
- ✓ Pricing and contracting strategies
- ✓ Overview of the NEC contract
- ✓ Compiling NEC tender documents and compiling the contract data

The procurement process

- The site clarification meeting
- Criteria for adjudicating and awarding tenders

Administering the NEC contract

- Obligations of the employer and contractor
- Responsibilities of the project manager
- Scope management: managing scope changes and compensation events
- Time management: submitting and approving the construction programme; managing and updating the programme
- Cost management: measurement and payment
- Quality: The Quality control plan and Quality control process
- Human resources: Managing the site team of contractors and sub-contractors
- Communications: a procedural framework for communications, and using registers for field enquiries (FEQ's), compensation events (CE's), instructions (PMI's) and early warnings (EW's)

- Risk: Managing risk through Compensation events and risk contingencies
- Procurement of subcontractors and free-issue materials
- Health and safety: legislated requirements in South Africa and managing health and safety with the NEC
- Monitoring and controlling scope, time, cost and quality to keep the contract on track
- Practical exercises

Delays and extension of time

- Principles of risk, delays and delay claims
- Practical advice for preparing a delay claim
- What are your rights when there are concurrent delays?
- Dealing with disruption
- Who owns the float?
- Delays after the completion date
- Compensation for delays
- Delay claims procedures with the NEC

Disputes and claims

- Handling disputes and claims with the NEC

Success principles

- Requirements for a successful NEC contract

Learning Objectives:

- Achieve an understanding of the NEC and it's application & objectives.
- Understand the Core Clauses.
- Understand the provisions of the contract.
- Understand Breach of Contract.
- An understanding of Adjudication.
- Consideration of the Optional clauses.

JBCC 6.2

In 2000 the Joint Building Contracts Committee launched the Series 2000 version of the JBCC contracts. Since then the contract has undergone a number of revisions, in July of 2007, in 2013, 2014 and most recently in May 2018, with their Edition 6.2. The contract is widely used in South Africa and the Committee reports that it sells in the region of 500 copies of the Principal Agreement per month. The JBCC contract is recognised by the Construction Industry Development Board (CIDB) as one of the four contracts for use in public sector contracts in South Africa and it has been adopted by many government and private sector agencies undertaking building work.

Session 13 Overview and use of the JBCC Principal Building Agreement

- Overview of changes brought about by the new JBCC Principal Building Agreement
- Preparation of the various contract documents (including the Contract Data)
- Obligations of the Employer
- Obligations of the Contractor

Session 14 - Administration of the Contract

- Role of the Principal Agent
- Contract Instructions
- Use of the programmes

Session 15 - Time and Change Management

- Claims for an Extension of the date for practical completion
- Claims for changes to the contract value and time
- Claims for contract value - grounds, procedures, compilation and assessment thereof
- Other claims

Session 16- Disputes

The dispute resolution and termination processes under the JBCC

GCC 2010 & Introduction GCC 2015 3rd edition

This Contract is an upgraded version of GCC 2010 AND is suitable for Civil Construction, Building Construction and for Design and Build contracting strategy. It is also appropriate for mechanical and electrical work. It is perfect in dealing with civil, mechanical, electrical and building projects or a combination of these projects. GCC 2010 has been in operation for some years and the utilisation of same has highlighted some areas that needed clarification and some areas that need modification. GCC remains the standard form of choice especially for local government –run projects. This training is an essential guide to the GCC 2015 and will provide you with a whole new level of understanding especially if you deal with the use of this contract on a regular basis

Session : 1 Introduction to GCC 2015

Changes to the GCC 2010 that have necessitated the publication of the GCC 2015 third edition, why these changes were necessary and how they will affect the execution of contracts under this new form of contract. Issues that have been addressed:

- 3rd edition satisfies the CIDBs standard of uniformity in construction
- Relationship between the 3 main role players (Employers, Contractors & Engineers) is extremely important for successful completion of a contracts
- Each party has specific responsibilities to fulfil for smooth running of the project. To understand these responsibilities better, one has to understand the Contract, and learn to interpret it properly. Most of the Clauses will be discussed and there are several Case studies to illustrate the points

Session 2 – Introduction and overview of the GCC 2010

- GCC 2010 documentations and SANS tenders
- Overview and structure of the GCC
- Completing Contract Data and the Form of Offer and Acceptance

Session 3: Payment Time and Change Management

- Communication and Notices
- Scope change, Variation Orders, Deemed Variation Orders
- Supplementary agreements
- Physical conditions, Technical & Site Information
- Resolving ambiguity and 'dissatisfaction claims' – disputes relating to interpretation
- Time and money claims
- Payment, security and performance guarantees
- Vesting of plant and materials

The four key issues for successful contracting:

- Programme (including risk identification, monitoring and management), Communication
- Notices and conditions precedent
- Records Good industry practice and how the GCC 2010 manages these issues.

Session 4 - Disputes and Termination

- Disputes and 'dissatisfaction claims'



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Registration

- Complete the registration on the last Page
- Select delegate package
- Submit scanned copies to register@casits.co.za
- Receive invoice , Make payment , Complete pre-workshop Questionnaire
- Attend Session



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Event Name : Construction Contracts Management (FIDICJBCC NEC GCC)



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R9 999 excl. VAT per delegate

R8 999 excl. VAT

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Live Online Sessions - Limited slots available

Select preferred session

- 8th to 10th December 2021
- 26th to 28th January 2022
- 23rd to 25th February 2022
- 23rd to 25th March 2022

Sessions Start at 09:00 AM to 4:00 PM

Delegate Details

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