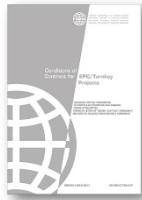


Online E-Learning Programme for the New 2017 FIDIC Conditions of Contract Train Your Project Teams in Construction Contracts and EPC/Turnkey Contracts



High-Point has produced a fourth e-learning training programme specifically for **international contractors**. This training programme provides much more **extensive and better practical training for key project team members** at a **fraction of the cost of any other available training course**.



Exceptional Online E-Learning Training at a Competitive Price, Silver Book or Red Book
Exceptional value at only US\$ 7,500/annum for up to 20 user licences (US\$ 375/user licence) giving 30 hours of top-quality e-learning prepared by experienced FIDIC practitioners.

This programme offers the **Silver Book** course or the **Red Book** course (the most used standard forms of contract on international construction projects). **Important and significant changes introduced in FIDIC 2017 makes training for your key project team more important than ever before.**

Essential learning for:

project managers, construction managers and site engineers
contract managers, contract administrators, quantity surveyors
procurement, planning and cost control engineers
design engineers and architects
QA/QC, EHS and administration managers

- train up to 20 project team members
- self-learning using interactive and engaging **web-based training materials** prepared by experienced practitioners.
- progress from **Beginner**, through **Elementary**, **Intermediate** and **Advanced** levels and receive Graduation Certificates at each level.

Module	Red Book Course Content	Silver Book Course Content	Certificates
0	General Commentary on Construction Contracts	General Commentary on Construction Contracts	BRONZE SILVER GOLD PLATINUM
1	Requirements and Implications of the General Provisions	Requirements and Implications of the General Provisions	
2	Role and Responsibilities of the Employer	Role and Responsibilities of the Employer	
3	Role and Responsibilities of the Engineer	Role and Responsibilities of the Employer's Representative	
4	Role and Responsibilities of the Contractor	Role and Responsibilities and Design Obligations of the Contractor	
5	Progress and Programme Management	Progress and Programme Management	
6	Delays to Progress, Delays to Completion, Extensions of Time, and Delay Damages	Delays to Progress, Delays to Completion, Extensions of Time, and Delay Damages	
7	Completion of the Works, Tests on Completion, Defects and Taking Over	Completion of the Works, Tests on Completion, Defects, and Tests after Completion	
8	Variations and Adjustments to the Contract Price	Variations and Adjustments to the Contract Price	
9	Measurement and Valuation, Contract Price and Payment	Contract Price and Interim and Final Payments	
10	Suspension and Termination by the Contractor and Exceptional Events	Suspension and Termination by the Contractor and Exceptional Events	
11	Claims, Dispute Avoidance and Dispute Resolution, and Arbitration	Claims, Dispute Avoidance and Dispute Resolution, and Arbitration	
12	Particular Conditions Part A- Contract Data, and Part B- Special Provisions	Particular Conditions Part A- Contract Data, and Part B- Special Provisions	
	Graduation Test	Graduation Test	

each training course comprises 13 x 2hour e-learning modules plus a graduation test

structured around 'key topics' rather than contract clauses

content independently accredited ensuring global CPD quality and training requirements

flexible access to learning materials 24/7 x 12 months

Why is this Training Programme so Important?

FIDIC 2017 is replacing FIDIC 1999 and it is very different. It is more complicated and difficult to understand and administer and more prescriptive requiring higher contract administration expertise (and additional cost). Failures to administer properly, give timely notices, maintain contemporary records and provide detailed claims within specified time limits will severely prejudice Contractor's rights to additional payment, extensions of time, and other entitlements.

Comparison of FIDIC 1999 and FIDIC 2017 Conditions	Red Book		Silver Book	
	FIDIC 1999	FIDIC 2017	FIDIC 1999	FIDIC 2017
No of Clauses	163	168	166	169
Number of Pages	74	128	72	123
Number of Words	35,300	56,900	31,300	58,600
Number of Defined Terms	60	88	50	80



available remotely for multi-users

Content and more details are available on <http://www.highpointpartnership.com>

Example Pages from FIDIC 'Silver Book' Course

Module 7 Completion of the Works, Tests on Completion, Defects, Taking Over and Test after Completion

Lesson

Main Differences Between FIDIC 2017 and FIDIC 1999

- The key differences in Clause 9, Clause 10, Clause 11, and Clause 12 are:
- under Sub-Clause 9.1 the Contractor is required to submit a detailed test programme for the tests on completion including the intended timing and resources, and this programme must be submitted to the Employer not less than 42 days before the proposed commencement of the tests;
 - Sub-Clause 9.2 now provides that the Employer is entitled to recover any costs incurred if the Contractor fails to carry out the 'Tests on Completion' within 21 days of a Notice from the Employer;
 - Sub-Clause 9.4 has been expanded to include that the Employer can reject a Section of the Works if a result of a failure to pass the 'Tests on Completion' is the Section is not capable of being used for its intended purpose;
 - Sub-Clause 10.1 has been significantly amended with a list of requirements to be met for the Works to be taken over by the Employer including a Notice of No-objection for as-built records and provisions
 - furthermore, if the Employer requirements;
 - under Sub-Clause 11.1 the Contractor is required to submit a detailed test programme for the tests on completion including the intended timing and resources, and this programme must be submitted to the Employer not less than 42 days before the proposed commencement of the tests;
 - there is a change with any other 'under the Contract' an extension of one of the
 - under Sub-Clause 11.1 additional right reflects the 'ri
 - Sub-Clause 11.1 remedy defect
 - Sub-Clause 11.1 Completion a
 - 7.4);
 - the Contractor Employer del

- the requirements for "taking-over" the completed Works including 'tests on completion', and 'tests after completion';
 - what constitutes 'defects', and the requirements and time allowed for remedying those defects; and
 - final completion and the issue of some form of performance certificate.
- Memory Jigger**
The Schedule of Rates and Prices is a document which sets out descriptions and rates or prices of work proposed to be carried out by the Contractor under the Contract
- General Observations on FIDIC 2017**
Clause 9 and Clause 10 of FIDIC 2017 includes provisions dealing with the tests required before the Works can be considered complete, the actions required by the Contractor in order for the Employer to take-over the completed Works and for the issue of a 'Taking-Over Certificate'.
- It should be noted that under FIDIC 2017 a Taking-Over Certificate can be issued for:
- the 'Works' (which includes both the Permanent Works and the Temporary Works); and
 - a 'Section' of the Works (which is a part of the Works specified in the Contract Data in Part A of the Particular Conditions).

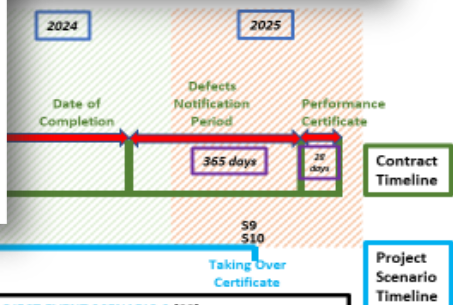
Project Team 'Must Do' List for Completion of the Works, Tests on Completion, Defects, Taking-Over and Tests after Completion

- PREPARE FOR TESTS ON COMPLETION AND TESTS AFTER COMPLETION** ensure all as-built records (under Sub-Clause 5.6) and operation and maintenance manuals (under Sub-Clause 5.7) are complete at the earliest time so as not to delay issue of the Taking-Over Certificate and commencement of the Tests after Completion.
- ensure the Employer properly and fully identifies and justifies any outstanding work or defects on receipt of the application from the Contractor for a Taking-Over Certificate under Sub-Clause 10.1 [Taking Over the Works and Sections].
- carry out the minor outstanding work, defects and re-testing required in the Defects Notification Period as soon as possible and ensure the Employer acts properly in dealing with any further defects which arise during the Defects Notification Period.
- take all practical steps necessary to avoid any delay in the issue of the Performance Certificate under Sub-Clause 11.9 and ensure there is full and detailed evidence of all Contractor's Documents supplied by the Contractor, and full records of all defects remedied, and records of the Tests on Completion and Tests after Completion.
- keep all necessary factual records of the Works as it is completed, the timing and nature of any inspections by the Employer, the work carried out in remedying any defects (and the resources used), and the work and resources required for testing and any re-testing.
- consider whether the Contractor should issue a Notice of Claim for additional payment and/or an extension of time under Sub-Clause 20.2, or whether the Contractor is entitled to any other relief requiring agreement or determination of the Employer's Representative under Sub-Clause 3.5 [Agreement or Determination].

Module 7 Stepping Stone Question No. 1
Construction contracts only deal with completion of all of the 'Works' and do not deal with completion of Sections of the Works.
True/False

Clause 11 of FIDIC 2017 deals with completing any outstanding work and the requirements and time for remedying defects in the Works after the issue of a 'Taking-Over Certificate' under Sub-Clause 10.1 [Taking Over the Works and Sections]. The Taking-Over Certificate can be issued by the Employer even if there is minor outstanding works, and minor defects in the Works. It also deals with what is required to enable the issue of a 'Performance Certificate' by the Employer after all defects have been remedied.

Module 7 Stepping Stone Question No. 2
Clause 10 of FIDIC 2017 does not require all defects remedied before a 'Taking-Over Certificate' can be issued.
True/False



PROJECT EVENT SCENARIO 1 [S1] the Employer fails to issue a Notice stating the Commencement Date

PROJECT EVENT SCENARIO 2 [S2] access and possession of the Site not given in accordance with the Contract

PROJECT EVENT SCENARIO 3 [S3] preparation and submission of Contractor's initial programme

PROJECT EVENT SCENARIO 4 [S4] delayed access and possession of the Site causes Time for Completion to be extended by 2 months but Contractor concurrently in delay

PROJECT EVENT SCENARIO 5 [S5] delays and additional costs incurred as a result of changes required to the design of the foundations following identification that the loadings in the superstructure were higher than included in the Contractor's Documents

PROJECT EVENT SCENARIO 6 [S6] the Employer requests a proposal for Variation from the Contractor to increase the floor area of the main terminal building by 25% but the Employer provides only a conceptual design brief

PROJECT EVENT SCENARIO 7 [S7] progress has fallen behind the Programme under Sub-Clause 8.3 and the Employer instructs the Contractor to expedite progress and complete the Works within the Time for Completion

PROJECT EVENT SCENARIO 8 [S8] the Employer has issued changes to the Employer's Requirements and the Employer's Representative has made many comments on the Contractor's design and construction drawings and the Contractor considers some of those changes and comments constitute Variations

PROJECT EVENT SCENARIO 9 [S9] the Contractor applies for a Taking-Over Certificate 7 months after the Time for Completion and the Employer rejects the application

PROJECT EVENT SCENARIO 10 [S10] the whole of the Works were not completed within the Time for Completion and the Employer deducts Delay Damages from the subsequent interim payment

