

Early 2018

ESSENTIAL MARITIME MANAGEMENT TRAINING PROGRAMS

CONTRACT MANAGEMENT FOR SHIP CONSTRUCTION, REPAIR AND DESIGN

Auckland, NZ: 22-24 January 2018 (Mon. – Wed.)

Sydney, NSW: 31 January – 02 February 2018 (Wed. – Fri.)

Henderson, WA: 7-9 February 2018 (Wed. – Fri.)



Previously attended by over 5000 representatives of 500+ organizations from 28 countries.
Accredited by RINA and SNAME.



**FISHER
MARITIME**
Consulting Group

*Consulting Naval Architects and
Marine Engineers, Project Managers*

CONTRACT MANAGEMENT FOR SHIP CONSTRUCTION, REPAIR AND DESIGN

Training Program Opportunities Early 2018



Dear Colleague:

I am pleased to be able to advise you and your organisation that the well-received 3-day training program, *Contract Management for Ship Construction, Repair and Design*, will be available in Auckland, Sydney, and Henderson on the dates shown on the front cover of this brochure. These are open registration presentations of the program that has been previously conducted over 440 times world-wide, including more than 50 times in Australia and New Zealand. Registrations will be limited to about 25 persons per presentation (not more than 12 persons per organisation unless some seats remain available) in order to ensure effective interaction, which is a vital part of the course.

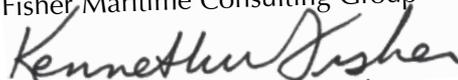
Benefits: This program assists you in defining, understanding and appreciating the most professional manner of managing, controlling, developing and/or using the language of the contract to maximise benefits during ship construction, repair and design. Your participation in this program will assist you by continuing to improve your professional project management skills that are vital to the cost-effectiveness of your work and essential to the long-term success of your organisation.

The benefit of improved contract management is the identification of the pitfalls and traps experienced within the industry. Attendees will be more prepared to identify all the costs and schedule impacts of changes, and to properly assign responsibility for those changes and effects. This will save considerable sums in each major contract. The benefits are estimated at two to three percent of the total value of all contracts managed after the training program.

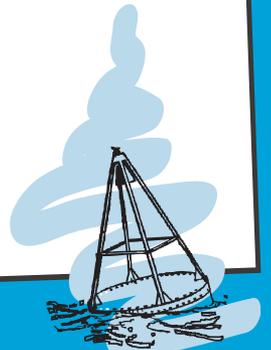
Fees: The open registration fee has been set competitively low in order to give small organizations the economic opportunity to send participants at about the same per-person cost that has been effectively paid by organisations for in-house presentations.

I look forward to having the opportunity to assist your organisation continue to improve the professional skills of you and your colleagues—skills that are vital to the cost-effectiveness of your work and essential to the long-term success of your organisation. Thank you for taking the time to consider this opportunity.

Fisher Maritime Consulting Group

A handwritten signature in blue ink that reads "Kenneth W. Fisher".

Dr. Kenneth W. Fisher, President



Contract Management Training Program

Comments from some prior attendees

The Operator's Perspectives

“The first fresh and rational approach to resolving contract problems, starting with causes and misunderstandings which cost disproportionate amounts of money and time.”—N.V., Director, European fleet operator.

“Although I was aware of most of the pitfalls in the overall process of contract establishment and subsequent management, the course’s lucid advice provided me with many different concepts, options, and identified the surer way to travel the perilous path. The many anecdotal references illustrated both good and bad practices and the importance of sticking to the basic principles of good preparation and proactive management.”—W.R., navy project manager.

“The course provided current policy and pragmatic legal interpretations for conflict resolution. I enjoyed the areas of do’s and don’ts of contract negotiation.”—L.S.M., ferry operator.

“An excellent balance of very informative material. I feel much more confident in managing a contract. I thought it was the best course I have received while in the Canadian Forces.”—A.N., Canadian Dept. of National Defense.

“If you think you know all there is to know about contracting in the marine industry, reserve judgment until you take this course!”—R.O., Canadian Dept. of Nat’l Defense.

“The curriculum touched upon every mistake we made in the past several years, indicating better approaches to solving those problems.”—R.B., Project Manager, European fleet operator.

“Great course that makes you look at the contract as a whole whilst still focusing on specific issues that can have great impact. I will be better prepared to manage our contracts from inception to reality.”—B.H., N.Z. fishing fleet manager.

“Every topic—without exception—was essential to successful shipyard contract management. Extremely worthwhile.”—A.O., ship owner’s representative.

“This course should be mandatory for anyone preparing for a new build or upgrade. It was a good refresher for me.”—S.H., offshore operator’s project manager.

The Contractor's Perspectives

“This training can save a company huge amounts of money which otherwise may have been lost by not understanding a proper business relationship between the owner and the shipyard and the effects of accepting owner’s change requests.”—S.M., shipyard project manager.

“Most insightful program leading to a better understanding of cost-effective management. I also benefited by listening to other participants sharing their contract problems.”—F.G., Project Manager, Canadian shipyard.

“This course is a ‘must’ for anyone who is involved in contract management. Well structured, systematic approach, supported by endless examples from real life.”—T.G., Gen’l Manager, N.Z. custom yacht builder.

“Tremendous overview covering the full spectrum of contract management from pre-contract to post-delivery.”—M.G., Ass’t Project Manager, major newbuilding shipyard.

“This seminar was an eye-opener. It made me realize how important it was to clear-up contract ambiguities prior to signing.”—L.K., Contract Manager, major ship repair yard.

“I benefited greatly regarding the organisation of OFE and OFI. It was very interesting to listen to all the different lessons, taken from reality, in order to avoid those mistakes in the future.”—G.W., Exec. Manager, European shipbuilder.

“Excellent seminar. Dr. Fisher’s examples and analyses drove home the importance of individual components of the large contract management picture.”—B.E., Project Manager, major shipyard.

“Great eye-opener! Dr. Fisher’s experience really shows up as he guides you through the jungles of contract misunderstandings.”—D.C.R., Project Engineer, major marine vendor.

“For someone in any aspect of the marine business this course should be mandatory. If your attendance was more than 3 years ago, you should attend again.”—V.W., shipyard project manager.

“Great benefit to taking course before getting involved with a major contract. Hard to improve.”—B.A., Program Manager, major shipyard.

Who Should Attend?

- Project Managers (Yards and Owners)
- Contract Managers and Specialists
- Newbuilding Shipyards, Repair Yards
- Fleet Managers
- General Managers of Shipyards
- Financial Managers (Yards & Owners)
- Ship Conversion Specialists
- Naval Architects, Marine Surveyors
- Federal, State and Public Agencies
- Ferry Operators (Public and Private)
- Naval Shipyards
- Owner's Representatives
- On-Site Representatives
- Major Equipment Vendors
- Marine Superintendents
- Consultants, Attorneys

Lessons Learned —Not Theoretical

This program is a lessons-learned one, not some theoretical course on contract management. It bears a lot of “scar tissue” from marine contractual disasters. It is designed for: (a) project managers who handle day-to-day relations with the other party, (b) persons who form contracts, and (c) senior managers who monitor contract-related resources/cash flow.



Your Instructor

Dr. Kenneth Fisher is recognized worldwide as the leading authority on the development and management of complex contracts and specifications for ship construction, conversion, repair and design. He is author of the 2004 RINA publication, *Shipbuilding Specifications: Best Practice Guidelines*, the 2003 SNAME publication, *Shipbuilding Contracts and Specifications*, and the SNAME Significant Paper of 2012, *The Impact of Contracts on Ship Design Preparation*. As an arbitrator, expert witness, consultant and instructor for more than 40 years, he brings clarity and organization to an otherwise-complex set of management requirements unique to the maritime industry.

“ This course should be a compulsory part of any training given to project managers moving into the marine industry. I have certainly benefitted from the change management section as this seems to take up a large portion of my working day.”—L.S., Project Manager, New Zealand yacht builder

‘I especially benefitted from the actual problems experienced between shipyards and owners. I also appreciated the in-depth discussions on contract language, contractor point-of-view, contractor management philosophies and negotiation/resolution techniques. Excellent presentation. Well done!’—D.S., Canadian Dept. of National Defense

‘The course will furnish the tools to allow you to manage your contracts with significant savings to your firm.’—L.U., Fleet Manager, service vessel

‘A must for anyone involved (even remotely) with contract management. Dr. Fisher explains the complex elements of contract management very eloquently by using real life examples.’—Z.H., Canadian Navy

‘Comprehensive coverage of all aspects of contract management. Beneficial for Contracts, Program Management, and Senior Technical personnel alike. Our Project Engineers learned many practical do’s and don’ts.’—J.M., Engineering Manager, major US shipyard

Contract Management for Ship Construction, Repair and Design

3-Day Training Program

Day 1

Project Formation Utilizing Principles of Contract Management

- Unique contracting characteristics of the marine industry
- Principles of contract management applied to the marine industry
- Nine case studies on mis-management of ship repair, construction and design
- Analysis of the causes of mis-management
- Chronology of contracts from formation to close-out after the warranty ends
- Meetings and other pre-contract communications which affect contract workscope
- Defining all of the contract deliverables
- Pre-signing contract management, bid package formation, contract development
- Identification of owner's rep's functional responsibilities throughout performance
- Development of spread sheets to track all contract communications
- Shipyard's development of estimate and bid
- Identification of engineering, regulatory and classification-related responsibilities
- Contract signing, pricing review and schedule review
- Project kick-off meeting agenda items
- Advance development of mechanisms to avoid prolonged disputes



[Registration Form Page 6](#)

Day 2

Negotiating, Pricing, Scheduling

- Examples of successful and other changes
- How timing affects the cost of changes
- Identification of real change in workscope
- Change work as a substitute for basic work
- Risk assessment and risk syndication
- Engineering and procurement for changes
- Identification of all involved crafts
- Support services for change work
- Obtaining advance pricing commitments
- Limiting negotiation authority for changes
- Hazardous waste removal change orders
- Identifying the non-obvious scope of work
- Credits for canceled or replaced basic work
- Shipyard's vs. ship owner's estimates
- Choosing a negotiator or negotiating team
- Lead times and durations for change work
- Identifying schedule impacts of changes
- Determining delay entitlement for changes
- Competition for change work
- The shipyard's view on indirect costs
- Identifying overlooked billable personnel
- Estimating change's non-productive effects
- Reliance on OFE/GFE commitments
- Dealing with mandatory changes
- Time and material changes
- Identifying/neutralizing negotiating tactics
- Twelve negotiating techniques
- Use of THE CHECK LIST before making commitments

Day 3

Project Control Through Application of Principles and Proven Techniques

- Translating the contract into routine procedures and communications
- Identifying standards for inspection or rejection of workmanship
- Drawings and bills of material
- Classification and Coast Guard approvals
- Schedule development, monitoring and updating—selecting CPN or Gantt
- Delays—excusable, compensable, non-excused and concurrent
- Responding to failures by the other party to fulfill its obligations
- Owner's review of contractor's drawings
- Review of contractor equipment selections
- Owner-furnished information, equipment
- Management of owner's secondary contracts and yard's sub-contracts
- Early identification of potential disputes and their quick resolution
- Inspection deficiency reports—origination and follow-up
- Distributed change order authority
- Warranty and incomplete items
- Vessel delivery and re-delivery procedures
- Financial and insurance matters
- Monitoring contract deliverables lists
- Closing out the contract



Every 5th
Registrant from the
same organization is
FREE!

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001 973 660 1144

REGISTER BY MAIL
Fisher Maritime
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Florham Park, NJ 07932

REGISTER ONLINE
www.fisher-maritime.com/register

Be sure to indicate the location
you will be attending.

All Programs:
8:30 AM to 4:30 PM

See below for special discounts.

TRAINING PROGRAM REGISTRATION FORM

- EARLY 2018 -



POINT OF CONTACT INFORMATION

Name: _____ Email: _____

Org. Name: _____

Address: _____

City: _____ State/Province: _____ Postal Code: _____

Country: _____ Date: _____

Phone: _____ Fax: _____

REGISTRATION & DISCOUNTS

Registration Fee: _____ No. of Registrants: _____ Team Discount: _____

Early Payment Discount: _____ Total Registration Fee: _____

Contract Management Course:

[] Auckland, NZ: 22-24 January 2018 (Mon. – Wed.) \$1450.00 (NZD)

[] Sydney, NSW: 31 January – 02 February 2018 (Wed. – Fri.) \$1350.00 [AUD]

[] Henderson, WA: 7-9 February 2018 (Wed. – Fri.) \$1350.00 [AUD]

BILLING INFORMATION

Form of Payment: [] Check [] AMEX [] Visa [] MasterCard [] Gov't PO

Cardholder's Name: _____

Cardholder's Signature: _____

Card #: _____

Expiration Date: _____

PAYMENT IS DUE WITH REGISTRATION
(Except for Gov't P.O.s)

**10% TEAM
DISCOUNT**

- AND -

Every 5th registrant from
the same organization attends

FREE

ATTENDEES

1) Name: _____ Email: _____

2) Name: _____ Email: _____

3) Name: _____ Email: _____

4) Name: _____ Email: _____

5) Name: _____ Email: _____

EARLY PAYMENT DISCOUNT: An \$50 discount applies if payment is received at least one month prior to the first day of the program attended by the registrant(s).

TEAM FEE DISCOUNT: A \$110 discount per person applies when 2 or more people from the same organization attend the same program, date and city. ON-SITE programs are cost-effective for 7 or more persons.

LOCATION: All programs are held at convenient industry locations. Registrants will be advised of the specific venues.

FEE: The tuition and registrations, payable in advance, is shown above. This includes the cost of all workbooks, program materials and refreshments (luncheons not included).

CANCELLATIONS: All cancellations must be in the form of a written notice. Registrations cancelled at least 14 days before the first day of the program are subject to a \$75 cancellation fee. Registrations cancelled 7-13 days before the first day are subject to a \$150 cancellation fee. Registrations cancelled 3-6 days before the first day are subject to a \$300 cancellation fee. Registrants who do not attend or who cancel less than 3 days

before the program will receive copies of program materials but no refund. In the event of a cancellation of a program for any reason, our liability is limited to the return of the registration fee.

TRANSFERS/SUBSTITUTIONS: There is no charge for transfers or substitutions; however, the cancellation policy stated above applies equally.

EMAIL: We recommend you fax this form since we can not guarantee the security of your credit card information when transmitted over email.