

# ONLY PROFESSIONAL TRAINING OF ITS KIND!

*Fisher Maritime invites you to participate in an important in-house two-day, training program which is both eye-opening and profit-making. Specifically developed for for Shipyard and Subcontractor Midlevel Managers.*

## SHIPYARD MANAGEMENT of the CUSTOMER & CONTRACT

### Who Should Attend?

This program focuses on the project/contract participation and involvement of:

- Shipyard and Subcontractor *Project Managers*
- Shipyard and Subcontractor *Production Managers and Foremen*
- Shipyard and Subcontractor *Estimators and Planners*
- Shipyard and Subcontractor *Engineering Managers*
- Shipyard and Subcontractor *Superintendents*

**Previously attended by over 700 representatives from more than one hundred shipyards world-wide!**

To arrange for presentation of this profitable training program contact:



*Management Consultants to the Marine Industries  
Consulting Project Managers,  
Naval Architects, Marine Engineers*

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**"Pays for itself many times over on the first contract after taking the course."**

**Available IN-HOUSE at your premises for 7-25 participants.**

Tel. +1 973-660-1116 • Fax +1 973-660-1144

147 Columbia Turnpike #203

Florham Park, New Jersey 07932 USA

[www.fisher-maritime.com](http://www.fisher-maritime.com)

email inquiries: [kfisher@fisher-maritime.com](mailto:kfisher@fisher-maritime.com)

# SHIPYARD MANAGEMENT OF THE CUSTOMER AND THE CONTRACT

Training Program Opportunity—Biloxi, MS—May 25-26, 2010  
Focused Training Results in Greater Profits and Avoidance of Costly Errors



Dear Colleague:

When ship owners bring about changes to the contracted workscope, the shipyard often absorbs secondary costs and impacts that arise from those changes. Relief is now in sight for those shipyards that are tired of absorbing such costs and for those yards that wonder how the customer always seems to get free work. The major focus of the course is how to timely identify and recover all *direct* and *indirect* costs of owner-caused *changes* and *impacts*. The secondary focus is avoiding costly mistakes of other shipyards.

Usually we offer this course only as an in-house presentation (55 times already) but in order to make it available to personnel from smaller shipyards we are going to have an open registration presentation noted above. This program is intended for shipyard and subcontractor personnel only: project managers, ship superintendents, production supervisors, craft and shop foremen, planners, schedulers and estimators.

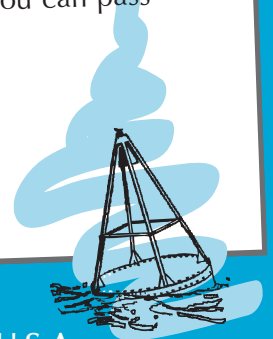
The program will show key personnel how to identify and capture those previously unrecovered costs on their next ship construction, conversion or repair job. The means of identifying those costs and the actions necessary to charge them to the customer in a systematic and straightforward manner are the centerpiece of the two-day course. The course also reveals the most common pitfalls in estimating and contracting, allowing shipyard personnel to identify and see through some of the ship owners' more common means of avoiding responsibility for extra costs and impacts. The cost of attending this course almost certainly will be recovered in the next project when you apply the information and techniques that you will learn from this course. Dozens of other shipyards and their professional staff are already benefiting from having taken this course. I look forward to assisting you and your organization learn those techniques to increase profitability and to use your facilities more efficiently.

Several discounts are shown on the registration form on the back. Alternatively, to arrange for a presentation at your facility, contact us at 973 660 1116 or by email at: [register@fishermaritime.com](mailto:register@fishermaritime.com). If you already have attended this course, perhaps you can pass this on to a colleague who has not done so.

Fisher Maritime Consulting Group

*Kenneth W. Fisher*

Dr. Kenneth W. Fisher, President



# SHIPYARD MANAGEMENT of the CUSTOMER & CONTRACT

**LESSONS LEARNED.** This course is a lessons-learned, custom-designed program for shipyard personnel and subcontractors to shipyards. The topics of discussion have been selected from common sources of shipyard errors, disagreements or disputes analyzed in numerous prior contracts. The lessons learned by others through their mistakes are used to create positive, problem-avoidance practices for shipyard personnel. The result for the shipyard is an enhanced ability to identify costs which are the Owner's responsibility and sell them to the Owner instead of absorbing those costs.

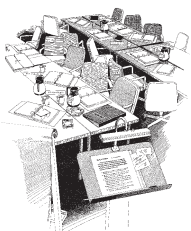
## Day One: **Workscope Estimating, Bidding and Scheduling, Communications and Project Start-Up**

- Common oversights during review of Owner's bid package
- Quantities, not performance, as a basis for bidding
- Understanding risks associated with different types of specifications
- Recognizing errors in Owner's bid package
- Understanding design and engineering responsibilities
- Identifying non-obvious scope of work slipped in by Owner
- Purposes and intelligence-gathering opportunities of pre-bid ship checks
- Alternatives to a pre-bid ship check
- Allowances for access to work and temporary removals
- Allowances for costs of environmental and safety regulation compliance
- Meetings and pre-contract communications which affect contract workscope
- Defining all of the contract deliverables
- Relationships and cost allowances for third parties
- Order of precedence, inclusions and exclusions of contract documents
- Primary check-list: all crafts and services available or needed
- Development of estimates for appropriate ship types
- Process vs. end-product for estimating
- The vital differences between estimates and bids
- Conversion of the estimate to a bid
- Qualifications to the shipyard's bid
- Contract signing, pricing review and general schedule review
- Identification of Owner's responsibilities vis-a-vis schedule
- Establishing function-related lines of communication with Owner
- Project kick-off meeting agenda items
- Development of detailed schedule and updates
- Development of spread sheets to track all contract communications
- Implementation of mechanisms to avoid disputes

## Day Two: **Inspections, Change Orders, and "Difficult-to-Deal-With" Owner's Representatives**

- Management and scheduling of the shipyard's sub-contracts
- Delays as costs: excusable, compensable, non-excused and concurrent
- Condition-found reports: origination and follow-up
- Reliance on OFI and OFM commitments: form, timing, integration
- Responding to failures by the other party to fulfill obligations
- Identifying standards for inspection or rejection of workmanship
- Selection of equipment under the "or equal" clause
- Changes mandated by third parties
- Change of productivity vs. change of workscope
- Examples of successful and other changes
- How timing affects the cost of changes
- The impacts of indirect costs associated with changes
- Risk assessment and risk syndication
- Engineering and procurement for changes
- Identification of all involved crafts: process vs. end product
- Support services for change work
- Distributed vs. limited authority for change negotiations.
- Credits for canceled or replaced basic work
- Lead times and durations for change work
- Identifying impacts of changes on the schedule
- Determining delay entitlement for changes
- Competition for change work
- Use of the Primary Check List for change pricing
- Recovery for time and material changes
- Identifying and neutralizing negotiating tactics
- Use of The C.O. Check List before making new commitments
- Debriefing the production staff prior to post-delivery negotiations

*"Excellent seminar! ...Ken Fisher is extremely knowledgeable about the shipbuilding and ship repair industry."  
—Vice President., US Gulf Coast ship repair yard*



## Comments from previous training program participants:



*Send your key production people also. It helps to get them on the team so more people outside of management understand the consequences of what they tell our customers.”*

*—Production Manager, Major US shipyard*

*“The general response of our 22 employees attending was very favorable to the overall program.” —Ass’t. General Manager, Major US shipyard*

*“Gives new insight into negotiating. The course has paid for itself many times over on the first contract after having the course.” —Vice President, Canadian shipyard*

*“In 20 years of working in the maritime business, I have never attended a seminar where I knew most everything but did not ever have it brought together in such a way that it was inspirational.” —Ass’t General Manager, ship repair yard*

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

*“A ‘must’ for anyone involved in contract administration.” —President, U.S. ship repairer*

*“Open discussion and examples reinforce prior knowledge and lend motivation to use it. I have used these insights to great benefit in the few weeks since taking the course.” —Contract Manager, Gulf Coast shipyard*

*“This training opens up your views of the impact of changes on other departments within your organization. Now I will evaluate changes in scope with a broader perspective.” —Ass’t Project Manager, US Naval Shipyard*

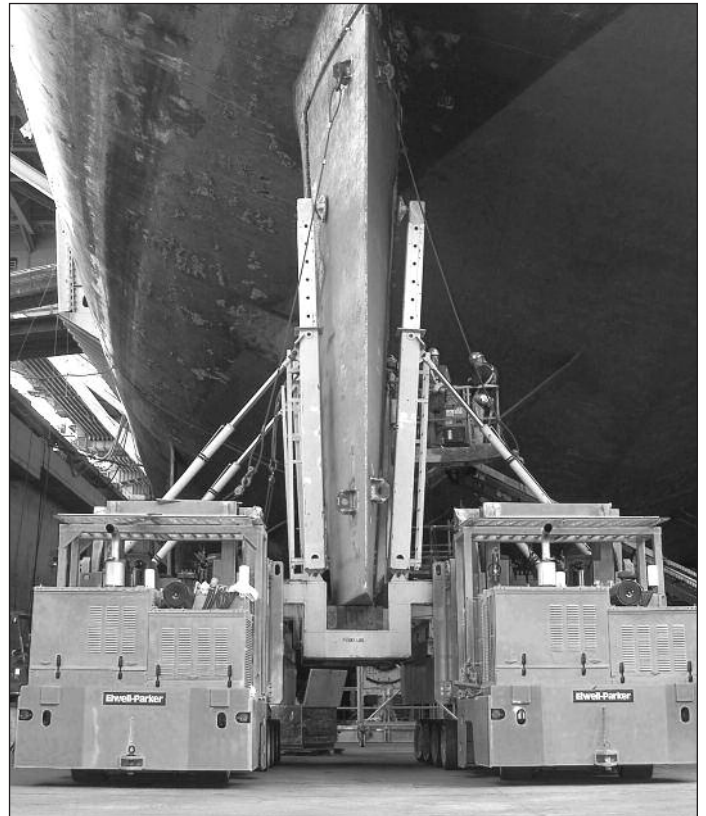
*“This seminar was an eye-opener. It made me realize how important it was to clear up contract ambiguities prior to signing.” —Contract Manager, major ship repair yard*

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

*“Dr. Fisher gave me new ideas to negotiate change orders. Excellent training. It gave me a lot of new ideas to work with.” —Program Manager, US Naval Shipyard*

*“I thought the program was excellent! I see great potential for improving the financial results on my next project.” —Project Manager, US Naval Shipyard*

*“Excellent program! We should be able to avoid many future disputes through pre-contract review.” —Major Sub-contractor to shipyard*



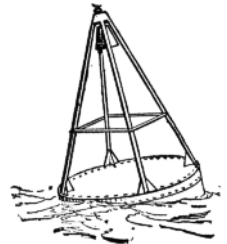
**INSTRUCTOR:** Dr. Kenneth Fisher draws on his wide experience as arbitrator, expert witness and mediator to analyze the causes of errors and disputes that have befallen shipyards. He and his colleagues at Fisher Maritime Consulting Group are the recognized experts on practical and commercial aspects of contract management for ship construction, conversion and repair. Our programs on shipyard contract management have been presented by Dr. Fisher over 250 times to more than 3500 persons from 24 countries and over 350 organizations. The continuing demand for these programs is a testament to their usefulness and accuracy.

## WHICH SHIPYARDS WORLDWIDE HAVE ATTENDED THIS AND PRIOR COURSES?

A & P Southampton Ltd.  
A & P Tyne Ltd.  
Aarhus Dockyard Ltd.  
Aker Yards Oy  
AK-WA Shipyard  
Al Larson Boat Yard  
Algiers Iron Works  
Allied Shipbuilders  
Aluminum Boats Inc.  
American Marine Corporation  
American Shipyard Corp.  
Amfels Inc.  
Astilleros Espanoles de Puerto Real  
Atlantic Marine  
Australian Defence Industries  
Avondale Industries  
BAE Systems Ltd.  
Babcock Rosyth Defence Ltd.  
Basic Marine Inc  
Bellingham Bay Shipyard  
Bender Shipbuilding & Drydock  
Blohm + Voss GmbH  
Bollinger Shipyard  
Cammell Laird Tyneside Ltd  
Cascade General Inc.  
Cockatoo Dockyard Pty  
Colonna's Shipyard Inc  
Conrad Industries  
Continental Shipyards  
Elefsis Shipbuilding Enterprises  
Elmwood Dry Dock & Repair  
Equitable Shipyards  
Flensburger Shipbuilding  
Fraser Ship Repair  
Fremont Boat Company Inc.

Gallup Marine Services  
General Dynamics  
Geo Shipyard Inc.  
Gladding-Hearn Shipbuilding  
Gretna Machine & Iron Works  
Gulf Copper & Manufacturing  
Halifax-Dartmouth Industries  
Halter Marine  
Harland & Wolff Ltd.  
Hellenic Shipyards Co.  
High Modulus NZ Ltd  
Hongkong United Dockyards  
Howaldtswerke-Deutsche Werft  
International Ship Repair  
Intramarine Inc.  
Izar Construcciones Navales  
Jacksonville Shipyards Inc.  
Kennebec Marine Co  
Keppel FELS Ltd.  
Keppel Shipyard Pte. Ltd.  
Keppel Singmarine Dockyard  
Ketchikan Shipyard  
Lake Union Drydock  
Lithgows Limited  
M.I.L. Davie Shipbuilding  
Main Iron Works  
Marine Industry Assoc  
Marine Ways of Pittsburgh  
Marinette Marine Corp.  
Marystown Shipyard Ltd.  
McDermott Shipyard Div'n  
Metro Machine Corp  
Moss Point Marine  
Nanaimo Shipyard Ltd.  
National Steel & Shipbuilding

Navalrocha Shipyard  
Northland Svcs Inc.  
Ocean Marine Services Inc  
Oceanco Shipyards  
P.T. Pal Indonesia (Persero)  
Pan-United Singapore Shipyard  
Port Weller Dry Docks  
PT Pan-United Indonesia  
Rivtow Straits Shipbuilding  
Seley Corp.  
Sembawang Shipyard Pte. Ltd.  
Seward Ships Drydock  
Signal International LLC  
Singapore Technologies Marine  
Southwest Marine Shipyards  
St. John Shipbuilding Limited  
Superior Boat Works Inc.  
Swansea Drydocks Ltd.  
T. Marioti Spa Shipyard  
Tampa Bay Shipbuilding  
Tenix Shipbuilding Australia  
Textron Marine Systems  
Todd Pacific Shipyards Corp.  
Total Marine Projects  
Transfield Shipbuilding Pty Ltd.  
Trinity Yachts, Inc.  
Vancouver Shipyards Co. Ltd.  
Vaudrey Miller Yachts  
Verreault Navigation Shipyard  
Vosper Thornycroft Ltd.  
VT Halter Marine Inc.  
Westport (WA) Shipyard  
WIS Marine Service  
Yarrow Shipbuilders Ltd



**Benefits:** The benefits of this course are estimated at two-to-three percent of the total value of all contracts managed after the training program. The costs of the course will be easily recouped on the first contract after your staff has taken the course. All the extra profits thereafter are like an unexpected bonus for the shipyard.



**Fee Schedule:** A single fee covers all professional fees for up to 15 persons, the instructor's travel costs and course materials (slight extra fee for each additional attendee). The fees on a per person basis are quite modest. The meeting facilities are to be provided by the organization being trained. Details can be sent via email or fax upon request.



*Management Consultants to the Marine Industries  
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Tel. +1 973-660-1116 • Fax +1 973-660-1144  
147 Columbia Turnpike #203  
Florham Park, New Jersey 07932 USA  
[www.fisher-maritime.com](http://www.fisher-maritime.com)  
email inquiries: [kfisher@fisher-maritime.com](mailto:kfisher@fisher-maritime.com)

Every 5th  
Registrant from the  
same organization is  
**FREE!**

## SHIPYARD MANAGEMENT OF THE CUSTOMER AND THE CONTRACT

### REGISTRATION FORM

May 25-26, 2010—Biloxi, Mississippi

**REGISTER BY PHONE**  
1 800 732-3476

**REGISTER BY FAX**  
973 660-1144

**REGISTER BY MAIL**  
Fisher Maritime  
147 Columbia Tpke #203  
Florham Park, NJ 07932

Location of course in Biloxi will be given  
after registration is completed.

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

*See below for special discounts.*

#### PAYMENT IS DUE WITH REGISTRATION

Date \_\_\_\_\_

Name\* \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. \_\_\_\_\_ Fax \_\_\_\_\_

**REGISTRATION FEE \$1145.00 (US Dollars)** No. of Registrants \_\_\_\_\_

Early Payment Discount \$ \_\_\_\_\_ Team Discount \$ \_\_\_\_\_

Total Registration Fee \$ \_\_\_\_\_

#### FORM OF PAYMENT

Check  AMEX  Visa  Master Card

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

Signature \_\_\_\_\_

Email Address \_\_\_\_\_

## 10% Team Discount

AND  
Every fifth  
registrant from  
the same  
organization attends

**FREE**

#### \*Additional participants registering from the same organization eligible for a 10% team discount:

Name 2 \_\_\_\_\_ Title \_\_\_\_\_

Name 3 \_\_\_\_\_ Title \_\_\_\_\_

Name 4 \_\_\_\_\_ Title \_\_\_\_\_

Name 5 \_\_\_\_\_ Title \_\_\_\_\_

**EARLY PAYMENT DISCOUNT:** A \$55 discount applies if payment is received at least one month prior to first day of the program attended by the registrant(s).

**TEAM FEE DISCOUNT:** A \$115 discount per person applies when 2 or more persons from the same organization attend the same program, date and city. ON-SITE programs are cost-effective for 7 or more persons.

**LOCATIONS:** All programs are held at convenient hotel locations downtown or near the airport. Registrants will be advised of the specific venues.

**FEE:** The tuition and registration, \$US 1145.00 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 of the program are subject to a \$150 cancellation fee. Registrations cancelled 3-6 days before the first day of the program 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.