

Claims and Counterclaims in China — Which contract is more appropriate?^{1, 2}

Yi Wang

ABSTRACT

Construction projects will encounter various accidents during the construction process, resulting in disputes over construction delays and cost losses. In recent years, construction claims have received increasing attention from the constructing industry in China. However, the weak sense of claims and the low level of claims management are still common phenomena in Chinese construction enterprises. This shows that the claims management of Chinese law is still not perfect, so this paper will refer to the four internationally mature construction contracts to find the one that is most suitable for China's national conditions.

This paper uses Multi-attribute Decision Making and Additive Weighting Technique to rank the four claim terms, and concludes that the FIDIC contract is the best standard for dealing with claims in the construction industry. Its contract clause can reasonably and fairly discriminate the responsibility of the parties and protect their legal right to a large extent.

Keywords: Xiaolangdi Dam Project; Construction project; contract management; claim; counterclaim; construction industry; Stakeholder;

INTRODUCTION

Project contract management is a complex and comprehensive system engineering. Construction project contract is a type of economic contract and a branch of the whole contract management system. The success or failure of contract management is directly related to the smooth operation of the whole project and the ultimate goal. As a code of conduct with legal effects, the contract largely restricts the behavior of the contractor to the construction project, and at the same time clarifies the responsibilities and obligations of both parties. Any party to the contract shall violate the contents of the contract during the construction period and shall bear corresponding legal liabilities. Construction engineering itself is a very complicated behavior, so the related contract management is a huge and complicated project. Figure 1 shows the contract system of a certain engineering construction project in China. Observing the figure

¹ Editor's note: This paper was prepared for the course "International Contract Management" facilitated by Dr Paul D. Giammalvo of PT Mitratata Citragraha, Jakarta, Indonesia as an Adjunct Professor under contract to SKEMA Business School for the program Master of Science in Project and Programme Management and Business Development. <http://www.skema.edu/programmes/masters-of-science>. For more information on this global program (Lille and Paris in France; Belo Horizonte in Brazil), contact Dr Paul Gardiner, Global Programme Director, at paul.gardiner@skema.edu.

² How to cite this paper: Wang, Y. (2019). Claims and Counterclaims in China — Which contract is more appropriate? *PM World Journal*, Vol. VIII, Issue IV (May).

we can find that in the process of contract management if no effective measures are taken, it will inevitably lead to many problems and contradictions.

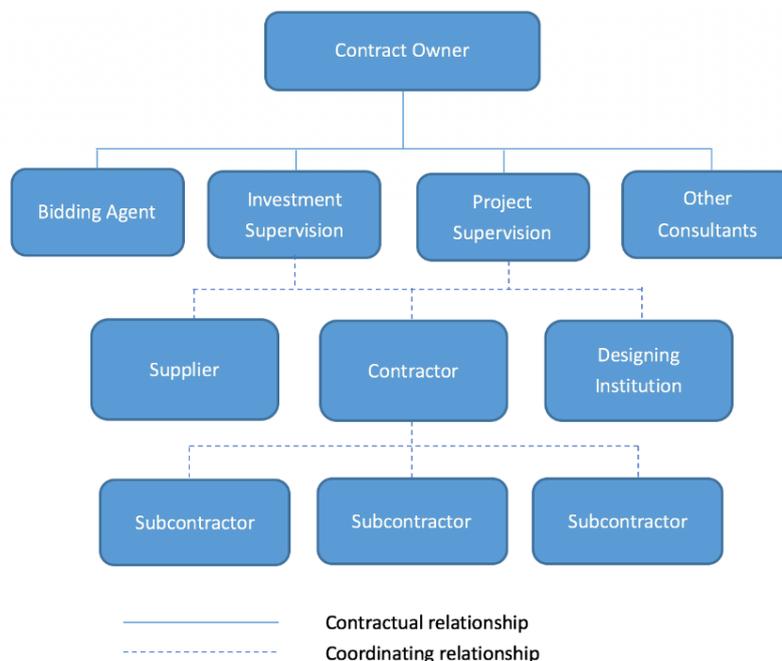


Figure 1. The contract system of engineering construction project in China³

In today's increasingly fierce competition in the international construction market, China's construction industry has clearly exposed more and more drawbacks. "Throughout the "Ertan Hydropower Project", "Wanjiazhai Dam Project", "Hong Kong International Airport Project", so much of disputes shows the low level of engineering claims in China, seriously lagging behind the international developed countries is the most prominent problem."⁴ Because of the lack in laws and regulations related to counterclaim in China, the process of claim and counterclaim cannot be guaranteed to proceed smoothly and effectively, which leads to the development of claim and counterclaim cannot proceed smoothly and rapidly.

"The deep lesson of "Xiaolangdi Project": "Xiaolangdi Dam Project" was started in 1994 and completed in 2001. The project obtained international loans of US\$1.109 billion for project investment, including US\$89 million in hard loans from the World Bank. During the whole process of "Xiaolangdi Project" of the Yellow River, thousands of claims letters have been sent, and the problem of claim has become the focus of widening the gap between China and foreign construction industry."⁵ Observed in the course of international project contracting, FIDIC contract conditions generally applicable. For the owner, it is unrealistic to expect the final cost

³ By author.

⁴ Angelo Kakolyris (13 Oct. 2009) A New Asian Dispute Resolution Tool? Retrieved from <https://www.squirepattonboggs.com/en/news/2009/10/a-new-asian-dispute-resolution-tool-english-vers>

⁵ Angelo Kakolyris (13 Oct. 2009) A New Asian Dispute Resolution Tool? Retrieved from <https://www.squirepattonboggs.com/en/news/2009/10/a-new-asian-dispute-resolution-tool-english-vers>

of the project to become the winning bid due to changes in the environment. Low bids and counterclaims are international practices of the owner in the project cost settlement process.

Nowadays, there are widespread claims for claims and counter-claims in China's construction contract. Claims and counter-claims in contracts are normal business contacts between owners and contractors. The healthy development of such business contacts is very beneficial to the rapid development of the construction industry and lays an important foundation for the cultivation and development of the construction market. However, there are many disputes and divergences between some contractors and builders due to the different understanding of claims and counterclaims. Therefore, at present, it is essential to attach great importance to the study of claims and counter-claims, so as to safeguard the legitimate interests of various stakeholders, lay the foundation for improving the sustainable development of the construction industry.

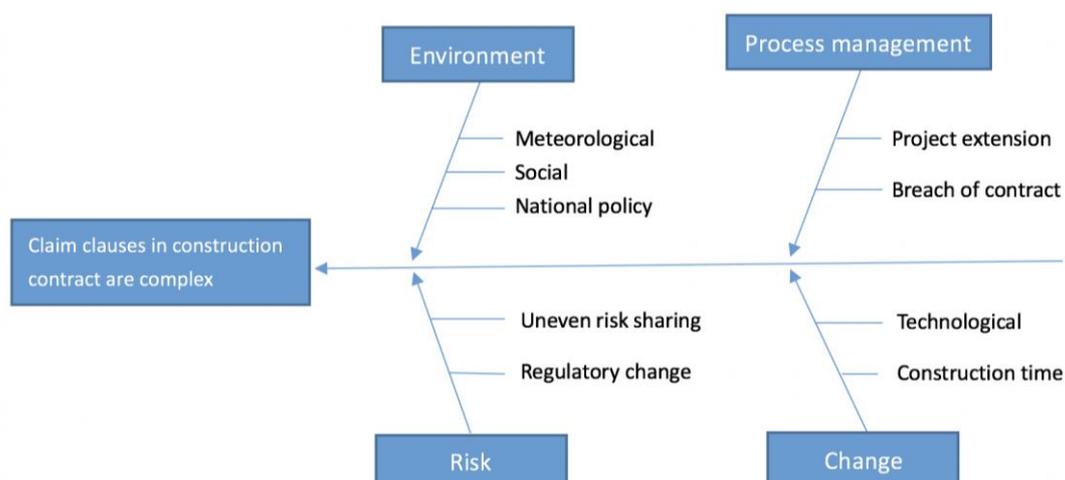


Figure 2. Fishbone Diagram⁶

METHODOLOGY

STEP 1: Problem Definition

The aim of this research is thus to identify which type of claims clause in contract fit best for the construction industry.

To fulfill this aim, this research is going to answer the following questions:

- How and to what extent Claims clause matters in a construction contract?
- What are the current challenges project managers are facing with claim clause in contract?

⁶ By author. Reference to GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) | Project Controls - planning, scheduling, cost management and forensic analysis (Planning Planet). (n.d.). Retrieved from <http://www.planningplanet.com/guild/gpccar/introduction-to-managing-forensic-analysis>

- What are the characteristics and drawback of the claims clause of the four construction contracts (FIDIC, AIA, EJCDC, and Consensus Docs)?

STEP 2: Feasible Alternatives

In order to find which of these four kinds of construction contract is most prefer for China's construction claim problem, the using of Claims Notice Requirements clause in AIA, EJCDC, and Consensus Docs need to be compared. The comparison is to determine whether:

The **AIA** Claims Notice Requirements clause fits best for the construction industry?

By the AIA clause 15.1.2 Notice of Claims. "Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later."⁷

The **FIDIC** Claims Notice Requirement clause fits best for the construction industry?

By the FIDIC CLAUSE 35, The Contractor's claim shall notify the architect of its claim intent within 28 days of the first occurrence of the event that caused the claim. If the contractor fails to comply with the regulations, the relevant payment that it is entitled to will only be verified by the architect. Moreover, Article 53.3 stipulates that when the incident in which the claim is filed has a continuous impact, the claim report submitted by the contractor shall be considered as a provisional detailed report, and the contractor shall issue a final detailed notice within 28 days after the impact of the claim event ends. In the newly published FIDIC book, it has more developed and detailed Sub-Clause improvement. The FIDIC contract is dealing with Contractor's claims and Employer's claims.

The **Consensus Doc** Claims Notice Requirement clause fits best for the construction industry?

By the Consensus Doc contract clause 6.4 NOTICE OF DELAY CLAIMS. If the Contractor wants to apply for an acceptable extension of the contract time or a fair adjustment of the contract price due to the delays described in 6.3 Sub-clauses, the contractor should delivery written notice to the owner in accordance with Article 8.4. If the contractor delays the completion of the work, the owner has the right to recover the additional cost under clause 6.6. The owner should handle all kinds of such claims against the Contractor by the clause 8. Moreover by Article 8.4 CLAIMS FOR ADDITIONAL COST OR TIME, apart from sub-clause 6.3 and 6.4 issued, in any other situations, the Contractor shall give written notice to the Owner within 14 days after the Contractor first confirms the conditions for the claim, whichever is later. In addition to emergencies, notifications should be communicated before work. After that, the Contractor only has 21 days to submit the documentation of its claim, including valid supporting documentation, otherwise, the parties reach a consensus for more extended period to deal with the dispute. The owner has 14 days to respond whether or not approve the claim from the contractor.

⁷ A MATRIX OF SELECTED CLAUSES IN THREE STANDARD FORM CONTRACTS. (n.d.). Retrieved from http://fidic.org/sites/default/files/18%20int_construction_law_feb04.pdf

The **EJCDC** Claims Notice Requirement clause fits best for the construction industry?

The written notice indicates that the claimant should hand it over to the architect and the other party as soon as possible within 30 days of the claim event. The party making the claim is obliged to prove the claim. Moreover, the statement regarding the amount and scope of the claim should be sent to the engineer and the other party of the contract together with the supporting data for the statement no more than sixty days of the occurrence of the claim event. If the applicant needs more time to submit more accurate data to support the claim, it needs to obtain the permission of the engineer.

STEP 3: Development of the Outcomes

First alternative: **The FIDIC contract**. It is an international standard construction contract, the claim is clearly defined and categorized. The claim of the owner and the contractor is equally treated, and the filing of the claim report is time-limited. The FIDIC contract provides flexibility in the claims processing process, giving the engineer/owner representative greater discretion to process claims. It also specifies the content that should be included in the claim report.

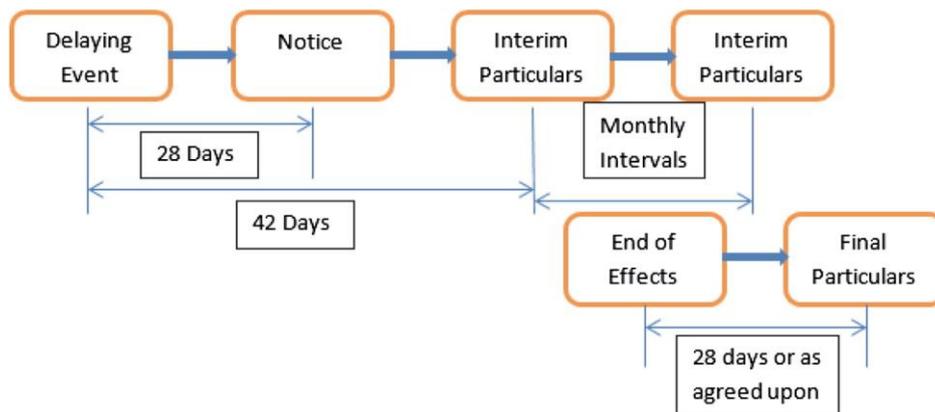


Figure 3. The 28 days claim processes⁸

Second alternative: **The AIA contract**. The AIA contract details the time, method, treatment and adjustment method for the claim in the event of a different claim. It provides guidance on the content, scope, formalities, and treatment of claims, making the contract's dual masters documentable and well-documented while improving the predictability of claims. However, the AIA series of contract conditions are mainly used for private housing construction projects, so the scope of application cannot meet the needs. According to the normal processing flow, the problem can be substantially progressed within 21 days.

⁸Administering Extension of Time under National and International Standard Forms of Contracts: A Contractor's Perspective. (2016, January 7). Retrieved from [https://ascelibrary.org/doi/abs/10.1061/\(ASCE\)LA.1943-4170.0000182](https://ascelibrary.org/doi/abs/10.1061/(ASCE)LA.1943-4170.0000182)

Third alternative: **The EJCDC contract.** It contains the requirements and standards of the claim requirement. The claim cycle is very quick but can be adjusted by consulting with the engineer. According to the normal processing flow, the claim problem can be solved within 30 days.

The fourth alternative: **The Consensus Doc contract.** In the Consensus DOCS contract, the contracting parties are obliged to establish a positive relationship. In the event of a crisis, the contract already contains pre-determined steps to resolve the claim. If the process cannot be followed, the contractor will meet to discuss the project. If the problem still cannot be resolved, the parties can use the project neutrality or dispute review board to publish the results of the non-binding investigation to help resolve the potential claims. The next step is to use the current American Arbitration Association's (AAA) Construction Industry Mediation Rules.

STEP 4: Selection of the Criteria

There is a particularly significant trend in the field of construction disputes, that is, the dispute arising from international contracts is submitted to arbitration. "The success of international arbitration can be explained by several major advantages it offers in comparison with litigation, especially litigation in foreign courts. However, certain disadvantages also need to be taken into account by parties in deciding whether to enter into an arbitration agreement. Both the main benefits and the principal drawbacks of international arbitration are outlined below:

1. Speed
2. Cost
3. Confidentiality
4. Flexibility of Process
5. Limited Discovery
6. Absence of Appeal
7. Enforceability
8. Potential Need for Court Intervention
9. Arbitrators' Inability to Consolidate Actions or Join Third Parties
10. Party autonomy: Parties can select the place, the language and the procedure or any other environmental conditions as they wish to allow and so on. " ⁹

The Proskauer guide gives 10 criteria about the main benefit and drawbacks, compare with China's national conditions here we will choose some suitable criteria as we list below:

1. Speed: Reasonable claims processing efficiency.
2. Cost: A clear classification management of claim parties and claim range.
3. Confidentiality

⁹ Perceived Advantages and Disadvantages of International Arbitration - Proskauer on International Litigation and Arbitration. (n.d.). Retrieved from <https://www.proskauguide.com/arbitration/19>

4. Flexibility of Process: The flexibility of the collection responsibility and range.
5. Absence of Appeal: Risk management in the early stage of the claim.
6. Enforceability
7. Potential Need for Court Intervention

In addition, we add two extra criteria to make the result more relevant to the topic:

8. Reliability: To assess which contract perform better and more effectively for China's national conditions.
9. Tractability: to check which contract is perceived by project managers as the most effective

Attributes	EJCDC	Consensus Doc	AIA	FIDIC
Cost	FAIR	GOOD	GOOD	EXCELLENT
Absence of Appeal	FAIR	GOOD	FAIR	GOOD
Flexibility of Process	POOR	POOR	FAIR	GOOD
Speed	EXCELLENT	POOR	GOOD	EXCELLENT
Reliability	FAIR	POOR	FAIR	EXCELLENT
Tractability	POOR	POOR	FAIR	GOOD
Confidentiality	FAIR	FAIR	FAIR	FAIR
Enforceability	GOOD	FAIR	EXCELLENT	EXCELLENT
Potential Need for Court Intervention	FAIR	GOOD	FAIR	GOOD

Figure 4. Multi-Attribute Decision-making models analysis of the four alternative¹⁰

Relative ranking of construction contract based on attributes: FIDIC > AIA > EJCDC > Consensus Doc. To distinguish the importance of these attributes, we evaluate them and give them a rating to understand which is the most important criterion for the alternative.

¹⁰ By author.

	Cost	Absence of Appeal	Flexibility of Process	Speed	Reliability	Tractability	Confidentiality	Enforceability	Potential Need for Court Intervention	Ordinal ranking
Cost	0	0	1	0	0	1	0	0	2	
Absence of Appeal	1	1	1	0	0	1	1	1	6	
Flexibility of Process	1	0	1	0	0	1	1	1	5	
Speed	0	0	0	1	0	0	1	0	1	
Reliability	1	1	1	1	0	0	1	1	7	
Tractability	1	1	1	1	1	0	1	1	8	
Confidentiality	0	0	0	0	0	0	0	0	0	
Enforceability	1	0	0	1	0	0	1	1	4	
Potential Need for Court Intervention	1	0	0	1	0	0	1	0	3	

Figure 5: Comparison of the importance of the attributes¹¹

FINDINGS

STEP 5: Summarize

After compare and ranking the importance of each attribution, we can see the ranking of the attributes and the adaption degree of the four selectable contracts. We can use the Additive Weighting Technique to calculate out the best alternative.

Quality	
EXCELLENT	4
GOOD	3
FAIR	2
POOR	1

Figure 6. Scorecard¹²

¹¹ By author.

¹² By author.

Attributes	EJCDC	Consensus Doc	AIA	FIDIC
Cost	2	3	3	4
Absence of Appeal	2	3	2	3
Flexibility of Process	1	1	2	3
Speed	4	1	3	4
Reliability	2	1	2	4
Tractability	1	1	2	3
Confidentiality	2	2	2	2
Enforceability	3	2	4	4
Potential Need for Court Intervention	2	3	2	3
Sum	19	17	22	30

Figure 7. Scores of four alternative¹³

Attributes	Ranking	normalized weight(A)	Alternatives							
			EJCDC		Consensus Doc		AIA		FIDIC	
			(B)	(A)*(B)	(C)	(A)*(C)	(D)	(A)*(D)	(E)	(A)*(E)
Tractability	9	0.20	1	0.20	1	0.20	2	0.40	3	0.60
Reliability	8	0.18	2	0.36	1	0.18	2	0.36	4	0.71
Absence of Appeal	7	0.16	2	0.31	3	0.47	2	0.31	3	0.47
Flexibility of Process	6	0.13	1	0.13	1	0.13	2	0.27	3	0.40
Enforceability	5	0.11	3	0.33	2	0.22	4	0.44	4	0.44
Potential Need for Court Intervention	4	0.09	2	0.18	3	0.27	2	0.18	3	0.27
Cost	3	0.07	2	0.13	3	0.20	3	0.20	4	0.27
Speed	2	0.04	4	0.18	1	0.04	3	0.13	4	0.18
Confidentiality	1	0.02	2	0.04	2	0.04	2	0.04	2	0.04
Total	45	1		1.87		1.76		2.33		3.38

Figure 8. Additive Weighting Technique results¹⁴

STEP 6: Selection of the preferred alternative

From the analysis of the multi-attribute decision model in Figure 4, we can conclude that the FIDIC contract is the optimal choice. Then we combine the attribute importance ranking and the Additive Weighting Technique to quantify the four choices and obtain the data support. Obviously, FIDIC is the best choice because it is 145% better than the second choice AIA contract

¹³ By author.

¹⁴ By author.

($3.38/2.33 \times 100\% = 145\%$, 181% better than the third choice Consensus Doc contract ($3.38/1.87 \times 100\% = 181\%$), and 192% better than the worst choice EJCDC contract ($3.38/1.76 \times 100\% = 192\%$). Therefore, we support the FIDIC contract as the construction contract that best meets the Chinese construction industry claims and counterclaims.

STEP 7: Performance Monitoring and Post Evaluation Results

In order to achieve a fair and equitable treatment mechanism for claims and counterclaims in the construction industry, the terms of the contract should be implemented in a manner consistent with national conditions. For any company that wants to successfully complete the project, reducing and avoiding claims and counterclaims creates time and cost for itself. With reference to the four factors affecting claims and counterclaims listed in the introduction, we can consider the adaptability of the FIDIC contract by observing the following points:

Is there a definition of a claim for the meteorological environment, social environment and national policy?

Is there a process management clause that prevents project delays and dispute of contracts?

Whether the uneven sharing risk and regulatory change risk is prevented?

Whether the rules for responding to changes in construction technology and changes in construction time clear?

CONCLUSIONS

We can now answer to the questions asked at the beginning of this research:

- How and to what extent Claims clause matters in a construction contract?
- What are the current challenges project managers are facing with claim clause in a contract?
- What are the advantages and disadvantages of the claims clause of the four construction contracts (FIDIC, AIA, EJCDC, and Consensus Docs)?

The weakness of the claim may result in a part of the risk and cost being borne by the contractor. To ensure sufficient profit, the contractor must calculate the increased cost into the cost, which will lead to an increase in the bid price. The quotation in the bidding process is now the biggest factor in winning the bid. Obviously, it is difficult to offer a high bid, but if forced down the offer, even if successful, the project will enable the claimant weak profitability difficult. In an environment where the profit is very low, the construction party bears huge cost pressures throughout the progress of the project. If you want to make a profit, you can only use low-cost means to reduce costs, or even cut corners or falsely report the amount of work, which will lead to a reduction in the quality of the project. Eventually, the owner will have to pay more for the future use, which will ultimately cost more.¹⁵

¹⁵ Problems and Countermeasures in Engineering Claims. (n.d.). Retrieved from <https://zhuanlan.zhihu.com/p/41739429>

The challenge for project managers is to change attitudes and understanding of claims and improve their ability to claim legitimate claims. At present, there are still many misunderstandings in the construction industry in China. The construction company does not understand how to claim, does not dare to claim and will not claim, the owner of a family is not allowed to claim.

The advantages and disadvantages of the four contracts have been pointed out in steps 3 and 4. The advantages of the FIDIC contract conditions recommended in this paper are: international, versatile, impartial and rigorous. In the event of a dispute, the dispute resolution clause attached to the contract document may be enforced to resolve the dispute. The standard contract conditions can reasonably and fairly distribute risks and responsibilities between the parties, clearly define the rights and obligations of both parties, and largely avoid the extra expenses and related disputes caused by not performing the contract seriously.¹⁶

BIBLIOGRAPHY

1. China Contract Damages. (2015, October 18). Retrieved from <https://www.chinalawblog.com/2015/10/china-contract-damages-what-to-do-what-to-do.html>
2. China Employment Contracts: Be Careful with the Penalty Provision | China Law Blog. (2017, September 12). Retrieved from <https://www.chinalawblog.com/2017/09/china-employment-contracts-be-careful-with-the-penalty-provision.html>
3. Suing a Chinese company. (2018, March 12). Retrieved from <https://www.chinalawblog.com/2013/10/suing-a-chinese-company-for-breach-of-contract.html>
4. Convergence, Culture and Contract Law in China. (2016). Retrieved from https://scholarship.law.umn.edu/cgi/viewcontent.cgi?article=1109&context=faculty_articles
5. Essential Principles in Breach of Contract. (2015) Retrieved from <https://www.hkis.org.hk/hkis/general/events/cpd-2015054.pdf>
6. Breach and remedies. (n.d.). Retrieved from <https://www.lexisnexis.com/ap/pg/hkcommercial/synopsis/113765:113770/Contract/Breach-and-remedies>
7. Civil and Commercial Laws. (n.d.). Retrieved from http://www.npc.gov.cn/englishnpc/Law/2007-12/11/content_1383564.htm

¹⁶ What contract does FIDIC belong to? Advantages and disadvantages of FIDIC contract conditions. (n.d.). Retrieved from <https://zhuanlan.zhihu.com/p/36969538>

8. Economic Contract Law of the People's Republic of China. (n.d.). Retrieved from <http://www.chinalawedu.com/new/23223a23228a2010/20101221shangf131532.shtml>
9. Winema (November 18, 2015) What is the role of the contract. (n.d.). Retrieved from <http://www.chinalawedu.com/web/23303/wa1511183603.shtml>
10. Analysis of Claims Based on Provisions in 4th Edition of FIDIC Contracts. (n.d.). Retrieved from <https://www.nbmccw.com/tech-articles/project-management-arbitration/19629-claims-and-counter-claims-in-all-construction-contracts.html>
11. Construction Arbitration in Mainland China and Hong Kong. (n.d.). Retrieved from <https://globalarbitrationreview.com/chapter/1175429/construction-arbitration-in-mainland-china-and-hong-kong>
12. Change Orders and Claims - EJCDC General Conditions | FLC Law Firm. (n.d.). Retrieved from <http://www.law-flc.com/change-orders-and-claims-ejcdc-general-conditions.html>
13. Which FIDIC Contract should I use? | International Federation of Consulting Engineers. (n.d.). Retrieved from <http://fidic.org/bookshop/about-bookshop/which-fidic-contract-should-i-use>
14. A MATRIX OF SELECTED CLAUSES IN THREE STANDARD FORM CONTRACTS. (n.d.). Retrieved from https://www.ejcdc.org/wpcontent/uploads/2014/10/Comparing_3_Standard_Form_Contracts.pdf
15. The intellectual property of a fidic contract retrieved. (n.d.). Retrieved from http://fidic.org/sites/default/files/18%20int_construction_law_feb04.pdf
16. Five major international engineering claims under the FIDIC contract. (n.d.). Retrieved from <http://caiec.mofcom.gov.cn/article/g/201609/20160901385841.shtml>
17. American Institute of Architects (AIA) construction contract conditions and characteristics. (n.d.). Retrieved from <http://contract.bgccn.com/show.php?contentid=707>
18. Advantages of the ConsensusDOCS Construction Contracts. (2009). Retrieved from <https://faculty.washington.edu/bconbear/cm500/class/Perlberg.pdf>
19. GUILD OF PROJECT CONTROLS COMPENDIUM and REFERENCE (CaR) | Project Controls - planning, scheduling, cost management and forensic analysis (Planning Planet). (n.d.). Retrieved from <http://www.planningplanet.com/guild/gpccar/introduction-to-managing-forensic-analysis>
20. Perceived Advantages and Disadvantages of International Arbitration - Proskauer on International Litigation and Arbitration. (n.d.). Retrieved from <https://www.proskauerguide.com/arbitration/19>

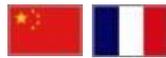
21. What contract does FIDIC belong to? Advantages and disadvantages of FIDIC contract conditions. (n.d.). Retrieved from <https://zhuanlan.zhihu.com/p/36969538>
22. Problems and Countermeasures in Engineering Claims. (n.d.). Retrieved from <https://zhuanlan.zhihu.com/p/41739429>
23. A New Asian Dispute Resolution Tool? (2009, October 13). Retrieved from <https://www.squirepattonboggs.com/en/news/2009/10/a-new-asian-dispute-resolution-tool-english-vers>
24. Xiaolangdi Dam. (2017, March 21). Retrieved from https://en.wikipedia.org/wiki/Xiaolangdi_Dam
25. FIDIC'S NEW STANDARD FORMS OF CONTRACT FORCE MAJEURE, CLAIMS, DISPUTES AND OTHER CLAUSES. (n.d.). Retrieved from http://fidic.org/sites/default/files/18%20int_construction_law_feb04.pdf
26. Adaptation of Standard Contract Documents (FIDIC, AIA, EJCDC, Consensus Docs) in Chinese Construction. (n.d.). Retrieved from <https://pmworldjournal.net/wp-content/uploads/2018/02/pmwj67-Feb2018-Li-adaptation-of-standard-contract-documents-in-chinese-construction.pdf>
27. Managing risks on construction projects. (n.d.). Retrieved from <https://pmworldjournal.net/wp-content/uploads/2018/08/pmwj73-Aug2018-Yu-managing-risks-on-construction-projects-student-paper.pdf>
28. Analysis of the Status Quo and Countermeasures of China's Construction Industry Claims. (n.d.). Retrieved from <http://www.chinabaike.com/z/jz/gl/560503.html>
29. Administering Extension of Time under National and International Standard Forms of Contracts: A Contractor's Perspective. (2016, January 7). Retrieved from [https://ascelibrary.org/doi/abs/10.1061/\(ASCE\)LA.1943-4170.0000182](https://ascelibrary.org/doi/abs/10.1061/(ASCE)LA.1943-4170.0000182)
30. Construction project contract management and risk prevention. (2017, January 7). Retrieved from <https://www.lunwendata.com/thesis/2017/91883.html>

About the Author



Yi Wang

Paris, France



Yi Wang, Chinese, 24 years old, major in Project and Programme Management & Business Development (PPMBD) at SKEMA Business School in Paris, France. She graduated from Shanghai Institute of Technology University in China and held a Marketing engineer Bachelor diploma. In 2016, she went to the University of Strasbourg in France to participate in the exchange program for one year and successfully obtained a degree in International Economics and Management. She chose to pursue a project management degree in France because there is not a fully mature system in project management in China. The project management knowledge is more professional and authoritative in France. She has three major internships experience in Internet industry, Publishing industry and Real estate industry. Yi Wang has good project management experience during her time at university in Student Union, and she has the potential to become a competitive project manager. She said: "I have my own understanding and mastery of marketing knowledge. Now I am studying project management graduate professional knowledge in order to cultivate my project management ability and think about the status of project management in the market. So that I can get help with my project management skills and marketing skills in my future career and become an excellence manager."

She lives in Paris, France now and can be contacted at yi3.wang@skema.edu and <https://www.linkedin.com/in/%E6%87%BF-%E7%8E%8B-033b0316b/>