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Current Events

MDC[®] INDUSTRY EVENTS

2015 ABA Construction Forum, Midwinter Meeting, Scottsdale, AZ

My favorite Mistakes: What Doesn't Bankrupt You Makes You Stronger

Join MDC on Jan 29-30

[More Info](#)

2015 ASHRAE Winter Conference, Chicago, IL

"Big Projects, Big Picture and Big Impact"

Join MDC[®] on Jan. 24-28

[More Info](#)

Swann Chairs Mock Arbitration at ASHRAE Winter Meeting, Chicago, IL

"Can't We All Just Get Along?": Keeping Your Eye on the Ball After You've Been Poked in It

Chair : [E. Mitchell Swann, P.E.](#), MDCSystems[®]

Date: January 25, 2015

Most projects are a complicated, one-time only performance by a one-time only ensemble carried out in a never-before used place. Given that newness, it isn't unusual to have some bumps and bruises along the path. Design and construction

are both science and art. Human ingenuity and technology—the science—have provided a wide array of tools and techniques to do and make projects better. There are also certain understood (sometimes unspoken) expectations and intentions regarding their use—the art. Together science and art become the custom and practice of the industry. Custom and practice create an understood standard of action or care, which professionals are expected to meet in the performance of their duties. But remember, projects can be complicated things. One person's expectations may not align exactly with another person's intentions. Stuff happens—and stuff always has a story to tell.

This program's mock arbitration scenario will feature our esteemed team of professionals to represent the engineer, the owner and the contractor—and their respective legal counsels—to tell their side of the story

[Read More](#)

[Link to Conference](#)

The Seven Deadly Sins of a Construction Project that Regularly Lead to Claims --



**ABA Construction Forum,
Chicago, IL**
*Bulldozers, Cranes & Claims:
Challenges of Rebuilding the
Construction Industry*
MDC® attended Oct. 16-17
[More Info](#)

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And How to Avoid Them

By [Michelle N. Delehanty, PE](#), MDCSystems® Consulting Engineer

From a project's inception, an owner will typically have a vision of how they imagine their project will end. A ribbon cutting on a bright sunny day, surrounded by contractors, architects, and engineers alike all happy with the project's outcome, on time and under budget, with motivation to continue on to additional shining successes in the future. Typically, this vision begins to fade as reality sets in, perhaps delays occur and cost issues come rolling in. In actuality, as long as the project closes out with no lingering disputes or potential claims, most parties will feel they succeeded and come out of the project in one piece.



In order to strive for the former and end with the latter, there are a few pitfalls that must be avoided along the way. The project team should make every effort to circumvent these 7 deadly sins of a construction project which commonly lead to disputes and possibly claims.

1. Excessive Requesting or Denial of Change Orders (Greed)

Any project, even the seeming perfectly designed ones, will have change orders. It is an inevitable fact of construction. How the parties handle the change orders will affect whether or not the project will end with unresolved disputes leading to claims. If an owner rejects all change order requests outright, the contractor will respond with more requests, incomplete work, and, at the end of the project, claims. If a contractor is "nickel and diming" the owner for every little thing, the owner will be more resistant to approve large ticket legitimate changes leading to claims at the end of the job.

To curb greed of excessive change orders from both sides, the owner should first ensure that there is some contingency in the contract for scope changes, design errors & omissions, and unforeseen conditions. Change orders submitted by the contractor should be reviewed on a regular basis and any approvals needed should be made prior to the affected work being complete. Agreements should be made whether they are fixed price or T&M. The owner should recognize that there will be a need for change orders and should reasonably approve those necessary. Conversely, the contractor should also have a built-in contingency in their own budget for minor items they may have missed at bid time, but legitimately own so that they are not overwhelming the owner with petty things; therefore making it more likely to get their valid change orders approved with little or no fuss.

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