

FIRST ISSUE – MEANS AND METHODS OF CONSTRUCTION

AIA Job Trailer

OWNER: So Mr. Contractor, what's going on out there? I've been to the site every day and can't figure out what you've been doing for the past two weeks. You haven't even started digging yet! If this casino doesn't open on time – do you know how much money you'll owe me!?

CONTRACTOR: Look, I don't know how you expect this project to be done at all with the plans you gave me – first of all, the elevations are all wrong and I had to get my own guy out there to look at it.

ARCHITECT: Well let's look at it. The plans show a mineral deposit in that area – where are your field measurements? They should have shown that iron sulfide overlaps the excavation area.

CONTRACTOR: Hey, listen buddy, I'm not the architect here. I took some measurements – but not in that area. This problem could have been avoided if you had done your job – I could have gotten my guy out there the day we started this thing and we wouldn't be here right now talking about it instead of doing it. But no – your plans were wrong, and now my guy is on vacation – I've called everyone in Vegas to get someone out there to start excavating. I found a guy yesterday, the only one who can do it – and he's twice as much. You better believe you're getting that bill.

OWNER: Hey, I don't care what the plans say, you were supposed to go out there and check it out and do your own measurements. The contract says so.

ARCHITECT: He's right, under the contract, you're obligated to take field measurements and compare them to the plans. If you fail to do that, you're responsible for the extra cost and damages.

CONTRACTOR: Well it's not fair that you're the Architect, but I'm the one who has to go out there and figure out what goes where.

ARCHITECT: This bickering isn't going to get anybody anywhere. The simple fact is that you were supposed to take measurements and you didn't. Under the contract, you're liable for the costs and damages— so you can hold onto that bill.

FIRST ISSUE – MEANS AND METHODS OF CONSTRUCTION

ConsensusDOCS Job Trailer

OWNER: So what's the deal? – I've gone out to the site every day and can't figure out what you've been doing for the past two weeks. Do you know how much money I'll lose – how much *you'll* lose – if this casino doesn't open on time!?

CONTRACTOR: Well the plans are awful – I got my guys out there on the first day to prep for digging – and what do you know – there's some sort of bedrock out there. I don't have machines that can get through that.

ARCHITECT: Those are my plans – and they clearly show a mineral deposit in that area – where are your field measurements? They should have shown that iron sulfide overlaps in the excavation area about 20 feet.

CONTRACTOR: Field measurements? You're the architect, not me. I have field measurements – but not for that area. I went out there and everything looked fine – it wasn't until we started prepping the dig area that we realized you missed the mark. That's when I told you we had a problem.

ARCHITECT: Well you're supposed to compare the plans with your own field measurements – it's in the contract.

CONTRACTOR: Let's get one thing straight - I don't have a duty to take field measurements – this isn't AIA. I took measurements – but not in that area – they aren't relevant to this portion of the work. I went to the site and checked the plans and

everything seemed fine. The only way I get in trouble is if I find a problem and decide not to tell you. We found a problem and I told you. Like I said, you're the architect, not me.

OWNER: Well, it's in the contract. Now what?

ARCHITECT: Well, we need to get that area going. Did you say you have a guy who can start digging tomorrow?

CONTRACTOR: Yeah –but he charges more than the guy I usually use.

ARCHITECT: Alright, get him out here. You can have a two week extension.

CONTRACTOR: What about the bill – under the Contract I am entitled to additional costs because of this.

OWNER: That's fine – let's just get this thing moving.

SECOND ISSUE – SUBMITTAL SCHEDULE

AIA Job Trailer

CONTRACTOR: We've been held up for weeks waiting for the Architect's approval for the steel. Now that we have excavation squared away, we need to get going on the underground supports. I need a few weeks' extension now.

ARCHITECT: I hate to break it to you, but this delay is your fault. I have a pile of submittals here, but no submittal schedule. Did you even give me a submittal schedule – that would make things a lot easier.

CONTRACTOR: No – I didn't generate a submittal schedule – this project was supposed to hit the ground running, so that's what I tried to do. I can't get caught up with all this paperwork – I gave you the information you need. You're a bright guy – you should be able to figure it out.

OWNER: This Project is going to be a disaster.

ARCHITECT: You're wrong – the submittal schedule is necessary so that I can review the submittals at the right time and give you approvals so that you can move forward with the work.

CONTRACTOR: Alright, fine. My bad. I didn't do a schedule – I'll get one to you this week. I still need an extension for all this lost time.

ARCHITECT: I don't know what to tell you except that you're not entitled to an extension– or costs for that matter. You didn't get me a schedule and that was a costly move. I've been trying to get through all these submittals and only now have gotten to the steel. I am approving them – but as for the time it took me to review the submittals – that's on you.

CONTRACTOR: You gotta be kidding me. I'm calling my lawyer. I'll do this work – but I'm going to protest it – this is ridiculous. All this delay because of some minor detail – one sentence in the contract!

ARCHITECT: Well, as we all learned – the schedule is very important. It's necessary to keep the Project going.

OWNER: Yes, the schedule is very important. We're supposed be done in a year and I have entertainers booked for opening night. At this rate, we'll never open.

SECOND ISSUE – SUBMITTAL SCHEDULE

ConsensusDOCS Job Trailer

CONTRACTOR: Hey guys, I need to get going on the underground supports – but I can't do it without your approval. We already lost time on that excavation fiasco – and I'm going to need an extension on this now.

ARCHITECT: Slow down – I have a whole pile of submittals here, for all sorts of things. Let me see – okay, here are your structural steel submittals.

CONTRACTOR: Yeah – are we good to go or what?

ARCHITECT: Yes, these are approved.

CONTRACTOR: Okay. Well, it's gonna take a few extra weeks, so like I said, I'm going to need an extension.

OWNER: An extension? Wasn't there a better way to do this?

ARCHITECT: Yes there was. The contractor was supposed to submit a schedule of work for approval with submittal and approval dates. If he had done that, I wouldn't have had to waste everyone's time going through all this stuff – most of which doesn't apply right now. Really – the contractor's failure to submit a schedule could be a contract breach.

CONTRACTOR: Contract breach? No way – I gave you all the submittals you need.

ARCHITECT: Yeah – but you didn't tell me which ones needed to be approved when. You shouldn't be entitled to an extension of time because of your mistake.

CONTRACTOR: Point me to the contract provision that says that and I'll be happy to accelerate my crew.

OWNER: Okay, go ahead and show her the contract.

ARCHITECT: It's not in the contract, but you were supposed to submit a schedule. But the Contractor's right: the contract doesn't eliminate his right to a time extension or a price adjustment based on the time to review submittals.

OWNER: So where do we go from here?

ARCHITECT: I think a time extension is probably in order – but I'm concerned whether this is an excusable delay.

CONTRACTOR: You should have known that we would need the steel first.

ARCHITECT: Fine, you're good to go on the steel. The contract time and amount will be adjusted to account for my delay – but you're going to be responsible to the extent the delay is caused by your own failure.

THIRD ISSUE – OWNER FINANCIAL INFORMATION

AIA Job Trailer

OWNER: So, what's this all about?

CONTRACTOR: Well, I'll tell you what this is about. I read an article and saw a picture of you!

OWNER: So, what?

CONTRACTOR: Well, the headline was: "Sam Smart Spends All His Money on Fruitless Search for Loch Ness Monster." . So I thought, hmmm, how can you pay me if all your winnings have gone to some crazy trip? So I sent a request that you provide me with financial information showing that you can fulfill your contract obligations.

OWNER: Okay, first of all – that article is bogus. I took my wife on the honeymoon she never had and we stayed at a beautiful villa on Loch Ness. That was it!

ARCHITECT: Regardless of what the article says, now that you have started the work, you're only entitled to that sort of information in certain circumstances.

CONTRACTOR: I think I have a reasonable concern, no?

ARCHITECT: Not a chance. The Owner has paid you promptly since the beginning of this project. There have been no material changes to the work – and no changes in the contract sum. I hardly think that a bogus article in some magazine rises to

the level of a reasonable concern. The owner went on a vacation, that's all.

CONTRACTOR: Well, I should be entitled to it anyway – it only makes sense.

ARCHITECT: Unfortunately for you, that's not in the contract. You're entitled to that sort of information before work starts, but after that – there must be some reason for requesting the information. Your reason is absurd.

OWNER: I agree – I think we better stop wasting each other's time and get back to work.

CONTRACTOR: Fine. But I am going to keep a close eye on you. I put a lot of time and effort into this project for you. I stand to lose a lot of money when you throw your money out the window.

OWNER: Get back to work.

THIRD ISSUE – OWNER FINANCIAL INFORMATION

ConsensusDOCS Job Trailer

CONTRACTOR: So I take it you got my request for financial information?

OWNER: Yes, we did – and I don't like it.

ARCHITECT: You said you read an article about the owner – something about spending all his money searching for monsters?

CONTRACTOR: That's right. It seems that our owner is spending too much time watching TV. See, I brought the article with me. It says right here: "Sam Smart chartered a private flight to Loch Ness, where he assembled his world class team of scientists and boarded his brand new nuclear submarine in search of the elusive Nessie." At the end, it says that Sam returned to the States penniless and with nothing to show for it.

ARCHITECT: Clearly this article is false. It says right there that it's a Paid Advertisement for some company looking to invest money. It even says, right here, that it's a fictitious scenario to illustrate how not to spend your money!

OWNER: It really isn't a bad idea though . . .

CONTRACTOR: Well, I didn't know that. But it doesn't matter – it got me thinking: what happens if the owner can't pay? I should be able to have something to let me plan for this project – I

have spent too much time and money on this, and I don't want to be left out in the cold.

OWNER: I have plenty of money, trust me.

CONTRACTOR: No offense, but I'd like a little more than that. Don't I have the right to the owner's financial information – I know I saw it in the contract somewhere.

ARCHITECT: Yes, you do.

CONTRACTOR: Exactly. I can request financial information in writing at any time and the Owner has to provide me evidence of project financing. I don't even need a reason to ask for it! And it's required before I do any further work! So, if you don't give it to me, I guess *I* can go on vacation.

OWNER: No, no, no. We need to keep this project moving. Let me see the contract.

ARCHITECT: Here it is – under the section on Owner's Responsibilities.

OWNER: Okay, I see what you are talking about. Alright, fine, I'll get it to you tomorrow.

FOURTH ISSUE – CHANGES

AIA Job Trailer

OWNER: So here we are again!

CONTRACTOR: Well this wouldn't have been a problem if I had known that I had to tow away a hundred tons of junk mining materials.

OWNER: How could you not know? You're supposed to excavate the area for the underground supports – and all that junk is sitting right there. Look, I know a lot of crazy things happen in Vegas, but disappearing scrap metal is a new one to me. That was clearly your responsibility.

ARCHITECT: Regardless, you issued a change directive, he disagreed and gave his cost estimate. Now I have to figure out an adjustment to the Contract.

CONTRACTOR: Don't forget my overhead and profit when you're making your adjustment. Also, I have an application for payment. I've included a request for payment for the work I did hauling away all that junk.

OWNER: He shouldn't get a penny for that.

ARCHITECT: It looks like your accounting aligns with the work, so I'll certify 20% of your application for removal of the scrap metal and I'll adjust the contract sum accordingly.

OWNER: Wait a minute, you can't be serious. That is way more than it should cost. Whose side are you on anyway? You're supposed to be my representative. How can you represent me if you're agreeing with him?!

CONTRACTOR: Not so fast, the architect is your representative, but she is also supposed to be an impartial arbiter of disputes. That's all she's doing – but I need more than that to keep this project going – and to keep my company afloat!

ARCHITECT: Before you guys get into it, you both have a right to disagree with my determination. If you do, you can assert a claim in accordance with Article 15 of the contract, which sets forth the dispute resolution procedures.

OWNER: Well you can expect me to submit a claim.

CONTRACTOR: Me too.

FOURTH ISSUE – CHANGES

ConsensusDOCS Job Trailer

ARCHITECT: Alright guys, what's the problem?

CONTRACTOR: Here's the deal. The owner wanted all this mining junk moved off the property so he issued a change directive.

ARCHITECT: Yes I know that.

CONTRACTOR: Well apparently he doesn't like my cost estimate. I've already done the work and I need to get paid.

OWNER: Stop your whining – this was all in the original scope of work. I have no intention of paying your estimate.

ARCHITECT: Well you both already agreed to the procedure here. The contract requires that if the Owner issues a written order for the Contractor to proceed, the Contractor shall perform the disputed work and the Owner shall pay the Contractor 50% of the estimated cost. So, did you issue an order to proceed?

OWNER: Well yeah – it needed to get done.

ARCHITECT: And did the Contractor perform the work?

OWNER: Yes, I think it's done.

ARCHITECT: The answer is simple. The contract says you have to pay the contractor 50% of his estimate for now.

OWNER: But what if it turns out this was in the original scope?

ARCHITECT: The contract makes clear that any payment will not prejudice your right to reimbursement. Same for the contractor – receipt of this payment will not affect his rights to be reimbursed in full if the work is outside the scope. This payment is designed to keep the project running and does not affect either of your legal rights

OWNER: Okay fine.

CONTRACTOR: That will work, you can make the check out to the “best contractor in the world.”

FIFTH ISSUE – DISPUTE RESOLUTION

AIA Job Trailer

ARCHITECT: It looks like this change directive claim is still out there, what are we doing about this? It looks like the contractor submitted a claim for an initial decision and final payment is not due yet. . Since you didn't select an initial decision maker it defaults to... me as the architect. I've reviewed the Contractor's submissions, and I think this is basically a question of scope – is debris removal within or outside the scope of work?

OWNER: That's right – anyone could tell you this is within the scope. And by the way, do you remember who is paying your fee?

ARCH: I've come to a decision. And to be clear, under the contract, you're required to mediate before you can litigate. But before you can mediate, you must have my decision as the default initial decision maker

A: And, should mediation fail, your contract says you will then go to arbitration.

OWNER: Yeah, yeah, yeah. That's all a waste of my time before I hear what you have to say on the merits!

ARCH: Well here is my written decision.

OWNER: Excellent, I win. Good job, Architect, I mean Initial Decision Maker.

CONTRACTOR: I'm going to file for mediation tomorrow.

OWNER: You do what you want, I'll sue.

IN. DEC. MAKER: I'm afraid that mediation is required before you arbitrate or litigate. If you want to sue, you have to mediate first.

OWNER: Fine – we'll mediate, then I'll sue!

FIFTH ISSUE – DISPUTE RESOLUTION

ConsensusDOCS Job Trailer

ARCHITECT: Okay, there is one thing left to resolve here, and that's the issue of mining scrap removal. I take it you both had your direct discussions?

OWNER: Yeah, our representatives met last week ago, but they didn't get anywhere.

CONTRACTOR: That's right. Then we met, as the senior executives, to try to come to a resolution. The simple dispute remains whether this was work in the scope, or whether it was extra work. We couldn't agree.

OWNER: So we submitted the matter to the project neutral. We could have selected a dispute review board at the outset, but I guess we agreed a project neutral would be a better choice. Where is the project neutral anyway?

PROJ. NEUTRAL: I'm here. I'm sorry, I should have identified myself earlier. You may have seen me at the site throughout construction. As required by the contract, I made regular visits to the site so that I have an objective and up-to-date understanding of everything that was going on.

CONTRACTOR: So, have you looked into this claim yet?

PROJ. NEUTRAL: Yes, I have and here's my decision. If you look at Article 1, it's a fill in the blank. For the description of the project, the parties agreed to the following: "construction of a new world class, ridiculously awesome hotel and casino,

which will probably be the best hotel/casino in the world. Construction will involve excavation of site for underground supports, vertical construction, finish work, and site cleanup.” As you can see, the scope of work isn’t exactly ideal.

OWNER: It’s still an awesome hotel.

PROJ. NEUTRAL: In any event, the scope lists certain types of work, but does not explicitly include debris removal and does not indicate that it is only an illustrative list. Therefore, I concluded that the removal was extra work. I also determined the value of the removal. As you know, these findings are nonbinding.

OWNER: I still think it’s within the scope.

CONTRACTOR: And I think I should be paid more than that!

PROJ. NEUTRAL: Well you are both entitled to your opinions. If you don’t agree, you are free to pursue your next steps. It looks like you agreed to submit the matter to litigation, should direct discussions and this dispute mitigation procedure fail.

OWNER: Litigation it is – I know all the judges in this state anyway – bad gamblers.

SIXTH ISSUE – RETAINAGE

AIA Job Trailer

CONTRACTOR: Good morning. I think you know why I'm here. This project is more than halfway there – which means I have subs screaming for money. The steel guy is all done and he wants the retainage.

OWNER: Well that's all well and good for the steel guy, but this project has a long way to go. And based on my experience with this one, I'm guessing we're going to run into more problems down the road. I need this project to get done, and my only security for that at this point is the retainage. How else can I get you people to perform?

ARCHITECT: Yeah, this project is moving along now – but we are a far cry from substantial completion.

CONTRACTOR: Well, I know that. All I'm saying is that some of my guys are done already and they're looking for payment. Substantial completion won't be reached for a few more months – these guys can't wait that long, and I don't have that much to float, unless the government wants to give me a bailout!

ARCHITECT: I sympathize with your position, but the contract allows the owner to withhold retainage until substantial completion. Even then, the owner can still withhold retainage for those portions of the work that are not substantially complete. It's the nature of the business, and it was a risk you took when you signed the contract.

CONTRACTOR: I didn't even read the contract. But had I known I would be on the hook for this stuff – I'll tell you I wouldn't have signed it. I don't have the money to pay these guys.

OWNER: I don't know what to tell you except that I'm not going to release those funds. Too much has already gone wrong. You'll have to find another way to pay your subs.

ARCHITECT: There is an easier answer than that – you have a subcontract right?

CONTRACTOR: Well, yeah, I guess – but it's not in writing.

ARCHITECT: Well, if you have an enforceable pay-if-paid or pay-when-paid clause in your subcontract, you can pass this risk along to your subs. If you don't get paid – they don't get paid.

CONTRACTOR: Thanks for the sage advice, but I don't have that kind of subcontract. I guess I'll just have to come up with the money somehow. Are the slots open yet?

SIXTH ISSUE – RETAINAGE

ConsensusDOCS Job Trailer

CONTRACTOR: Look, I'll get right to the point. I need some cash. My steel sub has been done for a few weeks now, and he has been hounding me for the rest of his payments. I told I don't have it and that you are holding the retainage from me, but he won't listen.

ARCHITECT: Don't you have a conditional payment clause in your subcontract?

CONTRACTOR: No, I was going to have a fancy subcontract made up, but I just didn't have time to do it before this job got started. There must be a way you can release those funds.

OWNER: I need that retainage. I don't think I have to explain why.

CONTRACTOR: But look, this job is more than 50% complete. At this point, the amount of retainage you're holding is disproportionate to the amount of work left to do. Can't you fork over some cash so I can pay this guy and get him out of my life?!

OWNER: There's still plenty of work left.

ARCHITECT: Wait a minute, I think the Contractor is on to something.

OWNER: What do you mean?

ARCHITECT: The contract states that if the Owner chooses to withhold retainage, after the work is 50% complete, the Owner shall withhold no additional retainage and shall pay the Contractor the full amount of what is due on account of progress payments.

CONTRACTOR: Okay, perfect. The project is 65% complete. That means the Owner can't withhold any more retainage and I am entitled to my progress payments. It even says that the Owner may release retainage on the portion of the Work a subcontractor has completed in whole or in part, and which the Owner has accepted.

ARCHITECT: That's correct.

CONTRACTOR: So, you've accepted the steel work – that's all done. All you have to do is release the retainage for that sub – it's a small amount compared to everything else. That will get him to forget about liens and lawsuits and leave us all alone.

OWNER: Okay, if it will keep this job moving, I'll pay it.

SEVENTH ISSUE – SUBSTANTIAL COMPLETION

AIA Job Trailer

CONTRACTOR: Well, you should be pretty happy. Despite all the setbacks on this Project, I managed to deliver a giant cactus hotel *before* schedule! Now all we have to do is execute the certificate of substantial completion.

ARCHITECT: You know that liquidated damages begin to run tomorrow, right?

CONTRACTOR: Well, yeah. That's why I'm here. The project is substantially complete: the Owner opened the hotel and the rest is just a formality.

ARCHITECT: I wouldn't go that far. I looked at your punch list and did a walkthrough of the site. There are plenty of items that need attention. For one, all the peepholes on the third floor of the hotel were installed backwards: it's like a Seinfeld episode up there!

CONTRACTOR: That's just a minor detail that can be corrected in an afternoon.

ARCHITECT: There are even bigger problems than that. Some of the hotel walls are so thin, that guests can hear what the pit bosses are discussing behind closed doors. They're figuring out how all the games are rigged.

CONTRACTOR: Alright, no big deal. Just give me that certificate – without that I'll get killed in liquidated damages.

ARCHITECT: I'm afraid I can't do that. You'll have to correct those items and then submit a request for another inspection *before* I can sign off on this thing.

CONTRACTOR: This just isn't right. The work is done and you know it. You just want to ding me for LDs, and you can get away with it by withholding that all-important certificate.

OWNER: Hey, if you had gotten your act together sooner, these items would have been addressed already. Don't push your problems onto me.

ARCHITECT: Why don't you get back to work– and then you can think about getting the certificate and final payment for this job.

SEVENTH ISSUE – SUBSTANTIAL COMPLETION

ConsensusDOCS Job Trailer

CONTRACTOR: Now that the *Stay and Play* is up and running, I wanted to get confirmation that the project is substantially complete, so I drew up this certificate for you to sign. By the way, how did the opening go?

OWNER: The opening went pretty well. We did have a few hiccups along the line, though. I was supposed to announce the opening by jumping out of an enormous plastic cake. But, as it turned out, the latch on the cake was broken, and I was stuck inside for hours before the Fire Department could crack the thing. The guests seemed to like it though, so that's all that counts.

CONTRACTOR: Gee, that's too bad. Anyway, here's the certificate of substantial completion. I drafted it after the site inspection. You'll see that I added the items that need attention, like the guest room peepholes and the walls.

OWNER: Okay, let me see that. Hmm . . . I don't know about this. There's still a lot of work to be done.

CONTRACTOR: Wait a minute. You did the inspection; the Architect was with you. You guys ran through this hotel up and down and determined it could be used without excessive interference by the remaining unfinished work.

ARCHITECT: He's right. After our inspection, we determined that the *Stay and Play* was good to go, and that any unfinished items could be done without substantial interruption.

OWNER: Don't you sign off on that?

ARCHITECT: No – that's your job under this contract. Signing the certificate is more of a recognition of substantial completion versus a trigger. Regardless of whether you sign this or not, it's clear that substantial completion occurred the day we did our walk-through inspection. Withholding your signature now can't serve any legitimate purpose and may open you up to potential claims.

CONTRACTOR: See, I knew there was at least one and a half brains in this operation!

OWNER: Alright, here you go, signed, sealed and delivered.

EIGHTH ISSUE – INSURANCE

AIA Job Trailer

CONTRACTOR: You wanted to see me – something about insurance?

OWNER: Yes, we have a problem.

As you know, the slot machines are all located on the second level. And you brought those machines in there – you know how heavy they are. Well, we were hosting the annual Kitchen Appliance Convention, and,

CONTRACTOR: I don't get it – where do I come in?

OWNER: Well, maybe you installed some faulty floor joists or something, because the slot machines fell through the floor and crushed all those kitchen appliances flat as a, well, as a pancake!

ARCHITECT: That is definitely a construction problem, not a design problem.

OWNER: So I need you to file a claim under your completed operations coverage.

CONTRACTOR: I hate to break it to you, but substantial completion was over a year ago. This accident occurred– eighteen months later. Hey, good luck with that – my completed operations coverage expired one year from the date of substantial completion.

OWNER: I don't appreciate your snide comments – I looked this one up – it's in the contract. The contractor has to maintain completed operations coverage "until the expiration of the period for correction of Work." That period is two years!

ARCHITECT: It looks like we are squarely within that two year window. You are supposed to have coverage for this – it's in the contract.

CONTRACTOR: But – how can that be? Ugh, just when I thought I was out – they pull me back in! My renewed CGL coverage excluded any buildings shaped like cactuses. So what does this mean?

ARCHITECT: It means that you're on the hook for this disaster. Hey where are you going?

CONTRACTOR: Well that's it then, I'm finished! I'm headed to see a bankruptcy lawyer.

EIGHTH ISSUE – INSURANCE

ConsensusDOCS Job Trailer

CONTRACTOR: Hey, I read about some “Kitchen Appliance Disaster” at your hotel– is that what this is about.

OWNER: Yes – a lot of dough was lost in those appliances when the slot machines fell and we need the Contractor to file a claim for this under his completed operations insurance coverage.

ARCHITECT: Yeah, the contract requires you to have completed operations coverage, so you better file your claim.

CONTRACTOR: You are correct. And thankfully, I did have completed operations coverage. But I’m not filing any claim for this.

OWNER: What do you mean?

CONTRACTOR: This accident occurred 18 months after substantial completion, right?

OWNER: Right.

CONTRACTOR: So, there’s your answer. This was a ConsensusDOCS project. I was supposed to maintain that coverage “for one year after acceptance of the work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer.” My coverage expired one year after substantial completion – and this accident occurred after that – so I don’t have to submit anything.

ARCHITECT: He's right, the contract didn't contain any other requirements. He's not required to have coverage for this.

CONTRACTOR: I always thought the slot machines would be too heavy –maybe that's something you should have considered in your design.

ARCHITECT: I don't know what you're talking about.

OWNER: Hmm, yes, that could be it: a design problem! Where are the plans?

ARCHITECT: The plans, there's nothing wrong with my plans.

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