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Basic Components of a Well-Prepared Claim Document

[Eugene J. Heady, Smith Currie & Hancock LLP, Partner](#)

On a construction project of any complexity, disputes are often the rule—not the exception. Claims in the construction industry are commonplace. During the lifetime of most construction companies, it is likely that the company will become embroiled in a claim that cannot be resolved outside a courtroom. While it is best to avoid construction claims from the beginning of a project, it is important to resolve claims quickly and

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efficiently once they arise. Avoidance or a quick resolution of claims is often crucial to the economic success of the project. How you document and present a claim will often determine whether you obtain a quick and inexpensive resolution of the claim or whether you get stuck in a prolonged and expensive legal battle.

Once you determine that a claim merits prosecution, comprehensive preparation and organization is essential and should be promptly undertaken. You should immediately assemble, organize, and review the facts, evidence, and documents bearing on the claim. You should engage in this effort when memories are fresh and before facts, evidence, and documents are forever lost or forgotten. Although you should seek early resolution through informal and less onerous means, it is prudent to prepare the claim with an eye toward resolving the claim in the formal setting of arbitration, litigation, or another dispute resolution process should you fail in negotiating an early resolution of the claim. If early resolution is not achieved, complete preparation at an early stage provides important insight for developing an effective claim strategy and a factual foundation that can be relied on, subject to revision, as prosecuting the claim continues.

Claims and disputes involving construction projects tend to be technically complex and factually intensive. An effective way to present a claim and resolve a dispute is through the submission of a claim document. A claim document is a written synopsis of the claim that can be presented to the opposition at the early stages of the dispute. Of course, if formal claim submission is mandated by the contract, you must follow the contract requirements including complying with notice requirements and deadlines for submitting any documentation supporting the claim. Whether a formal or informal process is followed, the immediate and primary goal of preparing and submitting a claim document is to bring about a prompt and satisfactory resolution of the claim through an informed negotiation. Failing a satisfactory resolution of the claim, a well-prepared claim document provides a blueprint or plan for further claim prosecution. Considering and implementing the following approach will help you develop and present a well-prepared claim document.

- **Keep it simple.** The key to effective claim preparation and presentation is keeping it simple. Simplicity promotes understanding. The process of preparing and presenting the claim document is an important step in developing an overall claim strategy, because it requires you to refine and synthesize your claim from beginning to end. While the claim must be well supported, the claim document should explain the dispute in a simple yet complete and comprehensive fashion.

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Tell your story. View the claim document as telling a story. Keep it interesting. Make sure that you have a clear and definite theme that can be communicated, understood, and remembered readily. The theme should be the strongest argument supporting your theory of recovery.

- **Include an executive summary followed by an accurate factual narrative.** The primary communicative component of the claim document is the factual narrative. Given that construction claims tend to be technically complex and factually intensive, it is often helpful to include an executive summary before immersing the reader in an exceedingly long and complicated factual narrative. The factual narrative should focus on your point of view but should not be expressed in overly argumentative or combative terms. Permit the facts to speak for themselves. The writing style should be clear and precise but should not read like the project's technical specifications. It is, after all, a story, not simply a recital of a string of facts. A narrative that is comprehensive and logically organized will provide a good resource that can later be used throughout negotiations and further prosecution of the claim.
- **Emphasize the strongest claim and key facts.** When multiple and unrelated claims are presented in one claim document, the document must be structured to emphasize the strongest claim. Focus on the key facts supporting your claims. Presenting and arguing every fact will simply overwhelm and confuse the reader. The resulting claim document as a tool of persuasion will be a miserable failure.
- **Provide the contractual and legal basis for your claim.** The executive summary and factual narrative often is followed by a written discussion of the contractual basis supporting the claim. Including a written discussion of the applicable legal principles that support and illustrate the theories on which the claim is based may also be helpful and persuasive. You should seek assistance from an experienced construction attorney to fashion the legal arguments and to ensure that the factual narrative is presented in a manner consistent with the applicable legal principles and governing contract provisions. The need for, or extent of, a legal discussion generally is geared to the expertise or experience of the ultimate decision maker for the opposition. Indeed, a thorough legal discussion may be a crucial element in educating your opponent about construction law, causing your opponent to recognize its liability and exposure, and causing your opponent to recognize the need to settle the claim early.
- **Provide detailed and accurate cost and pricing data.** Pricing the claim and supporting your damage calculations is every bit as important as establishing liability for your claim. Providing inaccurate or defective cost and pricing data can also subject the claimant to serious allegations of false claims, which may

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expose the claimant to significant penalties and financial liability. The claim document should specify the specific dollar amount claimed and should include a fairly detailed cost analysis and breakdown of the claimed damages. If not too voluminous, you should include in an indexed appendix all relevant supporting documentation. You should also identify any third party sources that you relied on to support your cost and pricing data.

- **Showcase and highlight the most persuasive documentary evidence.** The most potent documents should be quoted in the body of the factual narrative. Those documents that do not merit incorporation into the text, but which are referenced and support the claim, can be included in an indexed appendix that is cross-referenced with and organized to follow the factual narrative. The reader can then review the factual narrative without having to sift through every document knowing that the backup is readily available should further review be desired.

Consider including demonstrative evidence and expert reports. Charts, graphs, drawings, and photographs are very helpful in demonstrating points made in the factual narrative and should be incorporated into the claim document to the extent practical. Similarly, consider including relevant reports by experts as attachments to the claim document as exhibits, with appropriate references to and quotes from the reports in the narrative. Of course, before including expert reports or otherwise disclosing the identity of any consulting experts, it is imperative that you first consult with your attorney to make sure that you do not otherwise waive any rights you may have to keep confidential the work of consulting experts.

Consider seeking the advice and guidance of a construction attorney at the very first sign of trouble and certainly at the earliest stages of claim preparation. A seasoned construction attorney can help you manage and contain the dispute and avoid the courthouse. If your claim is not resolved through negotiation, your attorney will ultimately be tasked with presenting your claim to a judge, jury, or arbitrator. Therefore, you should consult with your attorney to ensure that your claim document is drafted in a manner consistent with favorable resolution of the claim in a later litigation or arbitration proceeding. Your attorney can also help you to ensure that the supporting documentation and evidence are being appropriately assembled and preserved.

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Your construction attorney need not take over the claim effort but should be consulted to ensure that the claim effort will not be wasted or later undercut your position in any litigation or arbitration proceeding that may ensue. An experienced construction attorney also can suggest and identify competent technical consultants or experts in specialized areas, such as accounting and scheduling, and thereby help avoid the expense and frustration of relying on an individual who lacks the proper qualifications to testify in a later legal proceeding. Early involvement of an experienced construction attorney does not presuppose a resort to litigation or arbitration. Instead, the attorney's early involvement should facilitate comprehensive claim preparation, which should contribute to an early and successful resolution of the claim.

Smith, Currie & Hancock LLP is a national boutique law firm that has provided sophisticated legal advice and strategic counsel to our construction industry and government contractor clients for fifty years. We pride ourselves on staying current with the most recent trends in the law, whether it be recent court opinions, board decisions, agency regulations, current legislation, or other topics of interest. Smith Currie publishes a newsletter for the industry "Common Sense Contract Law" that is available on our website: www.SmithCurrie.com.

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Agreements to Arbitrate Are Simple, Right?

[Ira M. Schulman](#), [Pepper Hamilton LLP](#), Partner

The construction industry has been a leader in the use of arbitration to resolve disputes. In the past 30 years, it is fair to say that arbitration has outpaced litigation as the dominant method of dispute resolution. The protracted time for a construction case to get to trial and the attendant cost and expense has led the construction bar away from the courthouse and into the arbitration room. It not unusual for a lawyer bringing a construction case to court to receive a frosty reception from the judge, whose first remark is often akin to "why are you not in arbitration?" In other words, sitting through a construction trial is not among the court's favorite pastimes.

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The decision to arbitrate is made most typically, although not exclusively, by the parties' agreement. The American Institute of Architects and ConsensusDocs both have templates of construction agreements include an arbitration option wherein the parties agree that all disputes arising out of the agreement shall be determined in an arbitration to be administered pursuant to the Construction Industry Rules of the American Arbitration Association. These rules, well known to construction lawyers, provide for the orderly administration of an arbitration. Most construction lawyers, out of either lassitude or ignorance, pay scant, if any, attention to the arbitration clause. This is a mistake, perhaps a significant one, that can affect the outcome of the arbitration in numerous ways that cannot be predicted when the underlying contract is signed.

The arbitration clause is not a holy scripture that came down from Mount Sinai and cannot be altered or amended. Arbitration clauses get amended all the time, and it is up to you to decide how best to modify the standard arbitration agreement.

In addition to my law practice at Pepper Hamilton LLP, I have served as an arbitrator for the American Arbitration Association since 1987 and have presided over numerous cases both as a sole arbitrator and a member or chair of an arbitration panel. My experience has taught me that the prudent negotiation of an arbitration clause is as important to an arbitration as jury selection and jury charges are to litigation. Here is some advice:

1. Who can demand arbitration? The standard arbitration clause allows either party to initiate an arbitration. If that is not what you want, the arbitration clause should be amended. For example, an owner may want to have an exclusive option on whether a dispute will be arbitrated or arbitration will only be allowed for disputes under a particular dollar threshold.

2. Who will the parties be? The American Institute of Architects' templates, not surprisingly, protect architects from being joined as parties to arbitrations unless they consent. This protection often leads to a situation where the owner and general contractor are in one arbitration and the owner and architect are in a separate arbitration. This arrangement frequently results in inconsistent results and very unhappy owners. If the thought of this keeps you or your client awake at night, modify your arbitration clause to allow for liberal consolidation so that all disputes arising from one

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project are determined in one arbitration. ConsensusDocs' arbitration clause requires all necessary parties, including the architect, to be joined in arbitration.

3. Who will be the arbitrator(s)? Unless your arbitration clause addresses this issue, your arbitrator will be selected by mutual agreement of the parties or, failing that, by administrative appointment. Too frequently, arbitration panels consist of all lawyers. Before the contract is signed, ensure that one arbitrator will be a contractor or design professional — or you may exclude lawyers altogether. If your adversary is very well-known in town and you or your client are less well-known or not known at all, you should require that none of the arbitrators can be from the local jurisdiction. It is appropriate to require that arbitrator(s) have a minimum number of years of experience in their specialty.

4. How many arbitrators? Absent express agreement, the number of arbitrators who will hear your case is determined by the entity that administers the arbitration. The American Arbitration Association uses a \$1 million threshold. If the claim is equal or less than the threshold, one arbitrator is assigned; if greater, three arbitrators are assigned. Why should you be concerned? A few reasons: given the arbitrator's extremely wide latitude in his/her management of the case, casting your lot with one arbitrator can be an extremely risky proposition. If you or your client successfully alienates a solo arbitrator, your case is in deep trouble. For that reason, many counsel insist on three-member panels. On the other hand, the costs of a three-member panel can easily surpass \$10,000 per day, excluding the arbitrators' incidental expenses, which can include meals and lodging in a swanky hotel.

5. Where will the arbitration be held? Arbitration clauses are often silent on this issue. Do not leave this point to the discretion of the administering agency. Clearly state where the arbitration must be held. Remember that requiring your arbitration to be held in New York City could have you traveling to Staten Island. You are better to state the venue as New York County.

6. How much discovery will be permitted? One of the perceived advantages to arbitration is that the money-burning discovery so common in litigation is nowhere to be seen. Discovery in litigation can take too long and can be too expensive. However, are you certain that your case would not benefit from modest discovery? For example,

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allowing each side to take two fact witness depositions and a deposition of each expert witness, where each deposition does not exceed seven hours, may be a prudent use of resources.

7. What rules of evidence will govern? One of the nasty surprises that may await a party in arbitration is the haphazard application of the rules of evidence. The American Arbitration Association encourages arbitrators to accept evidence that will foster an understanding of the dispute. Unfortunately, some arbitrators allow everything into the record with the refrain of “I’ll take it for what it’s worth,” while other arbitrators are far more restrictive.

The arbitration clause is the place to take control of this issue. For example, the clause could read, “the Rules of Evidence shall be as set forth in the Federal Rules of Civil Procedure except that hearsay testimony may be admitted but the absence of the opportunity to cross-examine the declarant shall be considered in determining the weight to be afforded to the proposed testimony or document.” In reading the rules of the American Arbitration Association, it is surprising that arbitrators are not required to exclude evidence on the grounds of privilege, *e.g.*, attorney-client or settlement discussions. The risk of having an adverse inference drawn against your case because of your justified refusal to produce a privileged document can easily be dealt with in the arbitration clause.

8. How long will the arbitration take? Clients are often disappointed or outright angry over the length of time to complete an arbitration. After all, one of the major selling points of this form of dispute resolution is its relative speed compared to litigation. Unfortunately, due to scheduling conflicts, especially with a panel of three arbitrators, arbitrations seldom proceed from start to finish in consecutive days. Rather, there are often gaps between hearing days lasting days, weeks or, in some cases, months. The arbitration clause is a good place to set express deadlines. For example, the clause could state that “the parties agree that the Arbitration shall be completed in not more than ## days measured from the appointment of the arbitrator(s).” This clause will assist the administering entity in selecting arbitrator(s) who can meet this commitment.

9. Attorney’s Fees and Costs. Absent an agreement to the contrary or controlling statute, the “American Rule” provides that each side bears its own legal fees. The

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arbitration clause is a good place to provide for a mandatory award of attorney's fees in favor of the prevailing party. Of course, if you or your client is likely to be the respondent in the arbitration, you may wish to omit this clause. As for the costs of the arbitration — which may well include arbitrator compensation (which in complex cases can run into the six figures) — I often include the provision that “The costs and fees of the arbitration, including arbitrator compensation shall be borne as incurred and the arbitrator(s) are without power to apportion them.”

10. Modification of Award. The rules of the American Arbitration Association only allow an arbitrator to modify the award if there is a computational error or other similar imperfection. The arbitrator may not revisit any of his/her substantive conclusions. You could allow a party to request the arbitrator to revisit the merits of the award, especially where the arbitration is conducted before one arbitrator who may simply have swung and missed. The clause should include a tight time frame for this request and, to avoid having the other side incur needless legal fees, that party should not be required to respond to the modification request unless the arbitrator directs it.

The above ten points are far from exhaustive, but they should encourage you or your attorney to pay closer attention to boilerplate arbitration clauses.

Pepper Hamilton's Construction Practice Group has an unparalleled record of resolving complex construction disputes and winning complex construction trials. Our litigation experience – and success – informs everything we do, including translating into better results in our contract drafting and project management. Our lawyers counsel clients on some of the biggest, most sophisticated construction projects in the world. With more than 25 lawyers – including 15 partners who all have multiple first-chair trial experience – and a national network of 13 offices, we have the depth and breadth to try cases of any complexity, anywhere at any time. For more information about Pepper's Construction Practice, visit www.constructlaw.com.

Buy American vs. Buy America: What A Difference An “N” Makes
[Lori Ann Lange, Peckar & Abramson P.C.](#), Partner

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Perhaps one of the most complex areas of public procurement concerns domestic preferences for construction materials used on public projects. The Federal Government imposes domestic preference requirements when it constructs or funds the construction of public projects. There are different domestic preference requirements depending upon whether the contract is a federal government contract or contract with federal assistance. As the penalties for failing to comply with domestic preference requirements can be severe—including an order to rip out and replace non-conforming material, contract termination for default, and suspension and debarment of the contractor—it is critical that contractors understand the differences between the Buy American Act and the various Buy America statutes.

The Buy American Act^[1] is the statute that creates a national preference for the Federal Government's procurement of domestic construction materials. Under the Buy American Act, the Federal Government must purchase domestic construction materials for public use unless a waiver has been granted. In order for a manufactured good to qualify as domestic, it must be manufactured in the United States and the cost of the components mined, produced, or manufactured in the United States must exceed 50% of the cost of all the components.^[2]

The Buy American Act is different from Buy America. Buy America generally refers to the various domestic content restrictions that attach to U.S. Department of Transportation grants to state and local government entities for the construction of transportation projects. However, Buy America requirements differ given that the Federal Transit Administration ("FTA"), the Federal Highway Administration ("FHWA"), and the Federal Aviation Administration ("FAA") all have different Buy America statutes and regulations.

FTA's Buy America requirement provides that, absent a waiver, all iron, steel, and manufactured products used in a project must be produced in the United States.^[3] Construction materials made primarily of iron or steel must be manufactured in the United States unless the construction material is a component or subcomponent of another manufactured product.^[4] All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.^[5]

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Under the FTA Buy America regulations, manufactured products also must be produced in the United States. All of the manufacturing processes must take place in the United States and all of the products' components must be of U.S. origin.[\[6\]](#) A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. In other words, subcomponents may be foreign.

Infrastructure projects not made primarily of iron or steel, such as terminals, depots, garages, and bus shelters, generally are considered to be manufactured end products.[\[7\]](#) To satisfy Buy America, the components of these structures must be manufactured in the United States. A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the end product at the final assembly location.[\[8\]](#)

FHWA's Buy America requirements, on the other hand, provide that all permanently incorporated iron and steel, as well as iron and steel manufactured products, must be produced in the United States.[\[9\]](#) For iron and steel manufactured products, all manufacturing processes, including application of coatings, must occur in the United States.[\[10\]](#) There is a minimal use exception that permits the use of foreign iron or steel materials when the cost of the foreign materials does not exceed 0.1% of the total contract cost or \$2,500, whichever is greater.[\[11\]](#)

FHWA's Buy America requirements apply to any iron or steel components of a manufactured product if the manufactured product is predominantly made of steel or iron. Currently there is no guidance as to the level of iron or steel content required in order for a product to be considered predominantly made of iron or steel.[\[12\]](#)

FAA's Buy America requirements for Airport Improvement Program projects require that all steel and manufactured goods be produced in the United States.[\[13\]](#) The requirements make no distinction between whether the steel or manufactured goods are considered components or subcomponents. However, there is a standing waiver that only requires that 60% or more of the components and subcomponents in a facility be of U.S. origin and that final assembly of the facility be in the United States.[\[14\]](#) Thus,

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contractors can supply up to 40% foreign components and subcomponents and still comply with FAA's Buy America requirements.

While at first glance, the Buy American Act and the Buy America statutes appear to be similar and generally use the same terminology, there are considerable differences between them. In order to ensure compliance, it is critical that contractors and their subcontractors understand which requirements they are subject to and importantly whether the construction material they supply will be treated as an end product, component, or subcomponent.

The Federal Government contract or grant should identify the applicable Buy American or Buy America requirements. These requirements need to be included in any subcontract and purchase order that requires the subcontractor or supplier to furnish supplies or construction material for use in the project. AGC's ConsensusDOCS 752, Standard Subcontract Agreement for Use on Federal Government Construction Projects, specifically addresses Buy American requirements as between prime contracts and subcontractors. Section 3.7.2 states that, by executing the Agreement, the subcontractor warrants that it has reviewed the Buy American Act requirements, and that any materials or equipment furnished by the subcontractor, its lower tier subcontractors or suppliers, at any tier, will comply with the applicable Buy American Act requirements. Section 3.7.3 states that the prime contractor and the Federal Government are entitled to rely on the adequacy, accuracy and completeness of any subcontractor certifications regarding Buy American Act requirements.

[1] 41 U.S.C. §§ 8301-8305.

[2] FAR 25.001(c)(1). The Buy American Act has been partially waived for commercially available off-the-shelf ("COTS") items. COTS items are commercial items that are sold in substantial quantities in the commercial marketplace and are offered to the Federal Government without modification in the same form in which they are sold in the commercial marketplace. 41 U.S.C. § 104. For COTS items, the item only has to be manufactured in the United States to be Buy American Act compliant. FAR 25.001(c)(1).

[3] 49 U.S.C. § 5323(j)(1); 49 CFR § 661.5(a).

[4] 49 C.F.R. § 661.5(c).

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[5] 49 C.F.R. § 661.5(b).

[6] 49 C.F.R. § 661.5(d).

[7] 49 C.F.R. Appendix A to § 661.3.

[8] 49 C.F.R. § 661.3.

[9] 23 U.S.C. § 313; 23 C.F.R. § 635.410. While the statute makes no distinction between manufactured products in general and manufactured products containing iron or steel, FHWA issued a public interest waiver waiving the Buy America requirements for non-iron and non-steel manufactured products. 48 Fed. Reg. 53,099.

[10] 23 C.F.R. § 635.410(b)(1).

[11] 23 C.F.R. § 635.410(b)(4).

[12] On December 21, 2012, FHWA had issued a Memorandum stating that a product is manufactured predominantly of iron or steel when the product consists of at least 90% iron or steel content when delivered to the project site for installation. See, <https://www.fhwa.dot.gov/construction/contracts/121221.cfm>. As a result of litigation in the United States District Court for the District of Columbia, FHWA cancelled its December 21, 2012 Memorandum. The cancellation is effective for projects awarded after December 22, 2015. See, <https://www.fhwa.dot.gov/construction/contracts/160106.cfm>.

[13] 49 U.S.C. § 50101.

[14] 49 U.S.C. § 50101(b)(3).

Long known for leadership and innovation in construction law, Peckar & Abramson's Results FirstSM approach extends to a broad array of legal services — all delivered with a commitment to efficiency, value and client service since 1978. Now, with more than 100 attorneys in eleven U.S. offices and affiliations around the globe, our capabilities extend farther and deeper than ever. Find Peckar & Abramson's newsletter [here](#).

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Contract Management in the Cloud

[Jordan Howard](#), [ConsensusDocs](#), Sales and Program Coordinator

The use of the cloud computing (the cloud) in combination with ConsensusDocs documents is essential in modern contract management. Using these two tools will help contract managers reduce risk, speed transactions, mitigate claims, and ensure consistency in the contract process. The cloud is a general term for a network which allows for 24/7 access to a secure, internet-based system. The cloud allows for immediate access from anywhere, storage capability, and recipient capability. ConsensusDocs are developed by a diverse coalition of 40 leading design and construction associations, which produces industry standard contracts. These contracts save you time and money by providing fair-risk documents that reduce the chance of contracting parties battling over roles, responsibilities, and risk allocations. The contracts are offered in Microsoft Word® which making it easy to use for anyone who has ever used MS Word. Simply put, the cloud and ConsensusDocs can support both high-tech and low-tech people to better manage their contracts.

Bogged down with old paper contracts, the State of Iowa wanted to put out a document process that was fair and would streamline the system. This paper process required a lot of resources and time as documents were often revised and reworked. In 2011, the Iowa Department of Administrative Services made the switch to ConsensusDocs contracts. Unlike other standard design and construction contracts, ConsensusDocs language is flexible and the documents are fully editable in electronic form. Having electronic versions increases the speed at which contracts are shared and processed.

The ConsensusDocs free collaboration feature allows parties to instantly share, review and edit the documents, and is a practical tool for contract management. Any contract changes can be made and tracked for all parties to view and review. The collaborator feature is free to those you invite and allows you to easily compare changes, making it more efficient than reviewing multiple iterations of Word documents. Control over the process is critical to contract management, and ConsensusDocs provides you that control. Who sees what, who can edit what, and the flow of seeing where the document is internally and externally will benefit all parties to the contract. By incorporating ConsensusDocs contracts into the [Bentley/EADOC](#) software allows you to create a digital graph of audit trail, linking, and any changes to the documents. This is a powerful tool in evaluating construction manager or contractor's claim. By identifying

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which party is holding up the contract and for what reason allows the contract process to move forward quickly. EADOC's linking can quickly inform team members and help evaluate important decisions, such as whether to defend or mitigate an adverse claim.

The rise in technology in the industry has pushed contract management into the digital age. While some new challenges are created, there are tools that can help better manage your construction projects. Using the cloud and ConsensusDocs can help save your project time and money.

To learn more about ConsensusDocs, visit www.ConsensusDocs.org. To learn more about Bentley/EADOC, visit www.eadocsoftware.com. This article was written based upon the webinar *Contract Management in the Cloud* presented by Carole L. Bionda, Nova Group, Inc.; Eric Law, Bentley Systems, Inc./EADOC; and moderated by Carrie L. Ciliberto, The Associated General Contractors of America. You can view the full presentation [here](#).

2016 Construction Super Conference Call for Presentation

AGC is a proud sponsor of Construction SuperConference 2016. You are encouraged to submit a proposal to the premiere event for the construction law bar. Which will be held in Las Vegas, NV at the Encore at Wynn December 5-7. SuperConference attracts over 500 construction general counsel, owners, constructors, construction attorneys and construction practitioners. All presentation proposals are due April 8, 2016, and successful proposals are likely to include representation from either in-house counsel, constructors, owners. Superconference is sponsored by AGC and AAA, and offers over 10 hours of CLE to attendees.

For details on speaking for Construction SuperConference please visit:
<http://www.constructionsuperconference.com/page/csc-speaker-management>

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CONFERENCE FORMAT

Educational sessions, 75 minutes. Allows for audience participation and interaction. Presentations should be targeted to executive attendees. 86% of attendees at the conference have worked in the industry for 11 years or more.

PRESENTER GUIDELINES

- Presenters do not receive honorariums and are responsible for their own travel/hotel arrangements.
- Presenters agree to submit all program materials, including handouts and PowerPoint slides electronically by dates indicated. Presenters will receive instructions on submitting materials.
- All presenters must provide their own laptop loaded with their presentation at the time of session.
- The main session presenter per session receives a complimentary full conference registration. Additional presenters within a session are responsible for the costs of registration which are discounted at a rate of \$650.

[Click here](#) to submit your proposal.

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