CE 444 Paper 2

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Case Study 1

This is not a differing site condition, as the submittal used for example was not explicitly listed as “technical data” according to EJCDC Differing Site Conditions clauses 4.2.1 through 4.2.2.3. Also, as the job is to construct a fish passage around the Red Lake River Dam, the contractor should have anticipated wet material and dewatering.

Case Study 2

The contractor is required to have Builder’s Risk insurance and Property Damage insurance to cover events such as these, as stated in EJCDC paragraph 6.05. No compensation should be required from the owner or AE firm to the contractor in the event of force majeure.

Case Study 3

If the owner’s agent was present while the contractor was installing the masonry, and doing a poor job of it aesthetically, the owner’s agent should have said something and stopped them, via EJCDC clause 13.05. Now if they want the contractor to redo that work, they should issue consideration for redoing that work.

The pipe haunch was clearly not installed properly if the contractor neglected to lay bedding as indicated by the designs. Owner’s agent should reject that work as soon as it is discovered, and the contractor is obligated to remove pipe and install it correctly with no additional consideration, as per EJCDC clause 13.06.

Case Study 4

The individual who commented on the 60% design review had no authority over this project, and therefore the contractor had no authority to follow his direction as if instructed by the owner’s agent. In EJCDC clause 9.01 it states that the Engineer will be the Owner’s representative, meaning the specified contracting officer or project engineer. The individual reviewing the design was not in this position, and therefore their instructions could not be followed as if they came from the Engineer. So, the letter of request for an equitable adjustment should be rejected.