

# TOP 10 THINGS A LAWYER WANTS TO TELL A NEW CONSTRUCTION PROJECT MANAGER

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# CONSTRUCTION PRACTICE

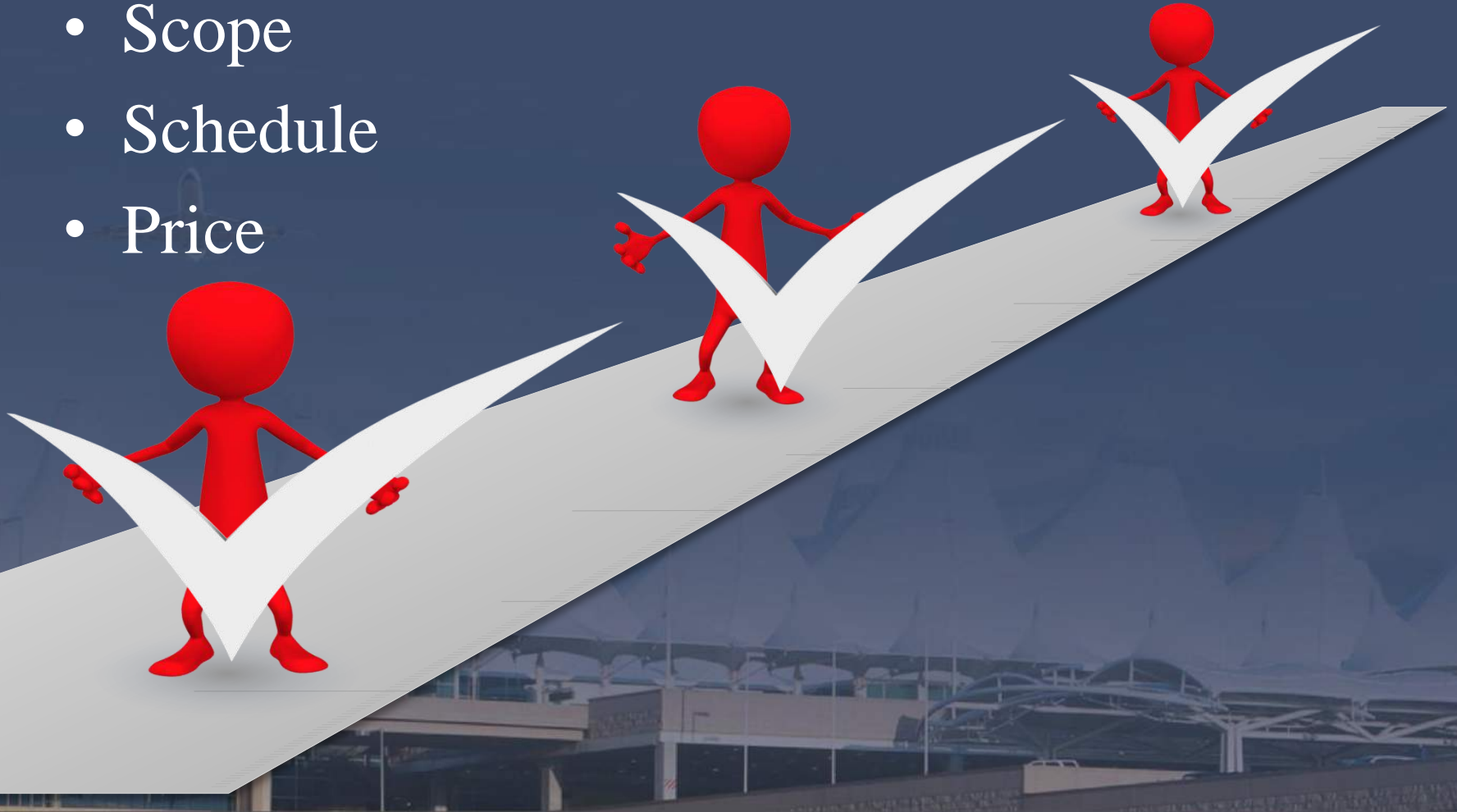
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Kaplan Kirsch & Rockwell represents clients in a wide variety of construction-related matters, including drafting and negotiating contracts for construction, demolition, and materials management, construction management, architectural and engineering consulting services, negotiation of construction-related access agreements, and compliance with federal contracting and procurement requirements.



# #10 - REMEMBER YOUR OBJECTIVE

- Scope
- Schedule
- Price



# #9 – UNDERSTAND YOUR PROJECT DELIVERY METHOD

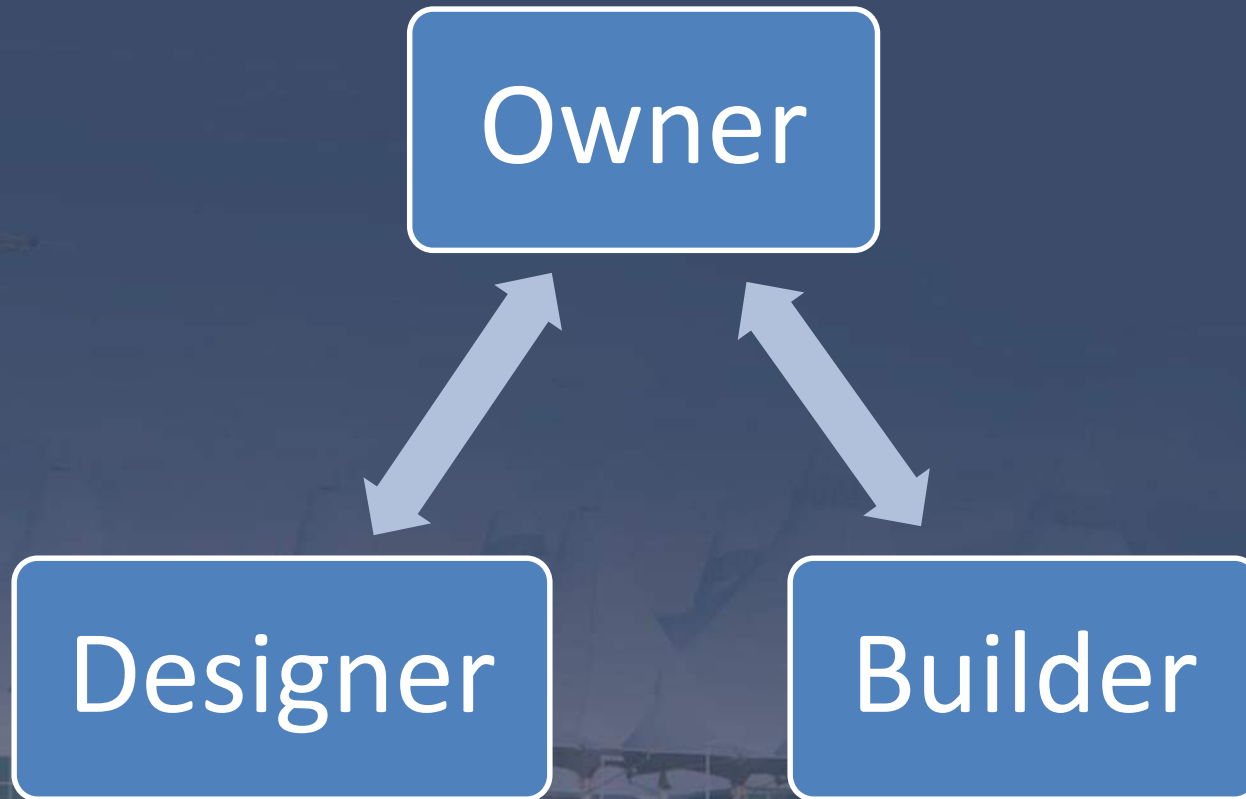
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- Design-Bid-Build
- Construction Manager at Risk
- Design-Build



# DESIGN-BID-BUILD

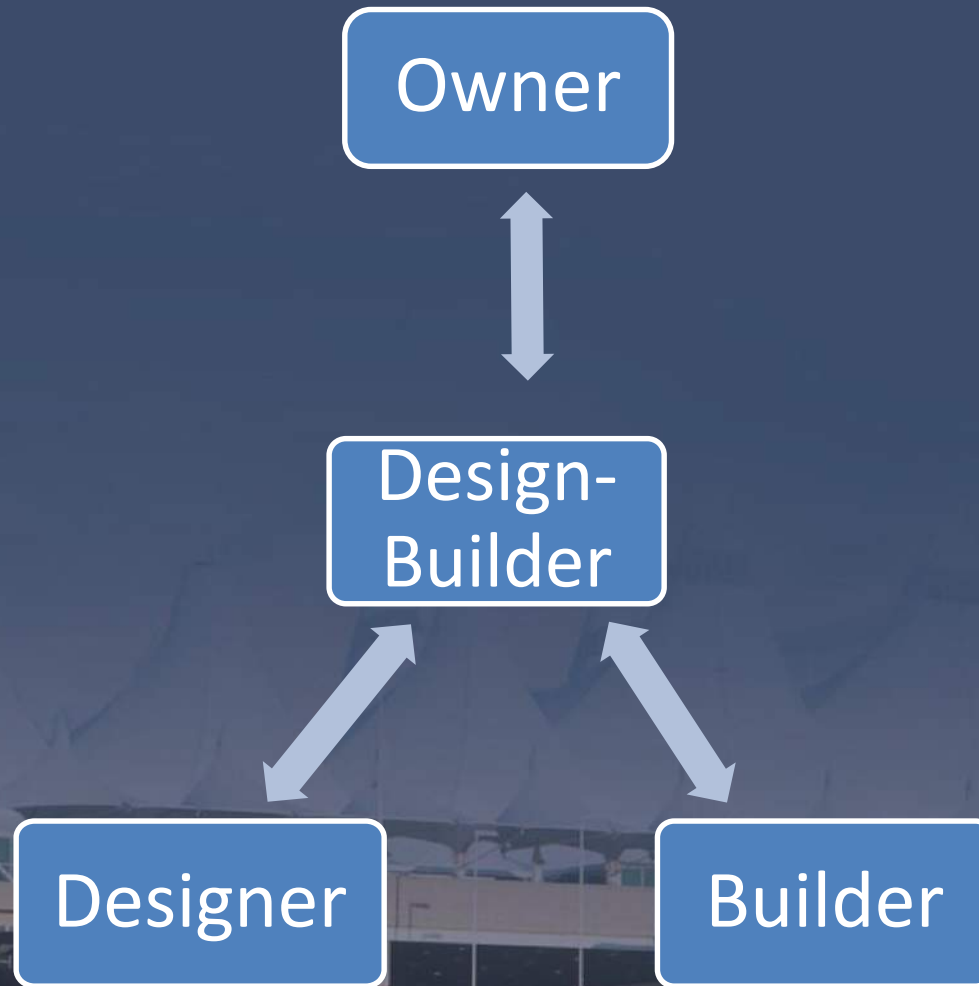
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# CONSTRUCTION MANAGER AT RISK



# DESIGN-BUILD





# #8 WATCH OUT FOR FUNDING AND PROCUREMENT PITFALLS

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- Federal Requirements
- Public and Special District Requirements
- Bidding Formalities



# 49 C.F.R. 18.36

## Grantees:

## Procurement:

## Methods:

## Other Requirements:

- MBE/WBE requirements
- Cost and price analysis from an engineer required
- Either approved or default bonding requirements
  - 5% bid guarantee
  - 100% performance and payment bonds
- Specific contract provisions required

# #7 TRANSFERRING RISK HAS A PRICE

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- Cost Plus
- Guaranteed Maximum Price
- Fixed Price
- Cost Management Incentives

# #6 THE WORDS MATTER

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- Contract structures?
- What is the scope? schedule? price?
- Roles clear?
- Method for changes?
- What are you paying for?
- How are you paying?

# #5 INSURE SUCCESS

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- Types of construction insurance
- Markets change—use a broker
- Bonding



# #4 DISPUTES MAY HAPPEN

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- Judicial Resolution, Mediation, Arbitration
- Pros and Cons
- Fast Track Resolution

# #3 FOLLOW THE CONTRACT, REALLY

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Course of dealing can  
change the deal



# #2 DOCUMENT, DOCUMENT, DOCUMENT

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- Clarifies intent of parties
  - Minimizes later disputes



# #1 MONITOR AND COMMUNICATE

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- To avoid later disputes:
  - Catch issues early
  - Solidify understandings

# QUESTIONS?

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