

UNDER CONSTRUCTION

Can There Be Float on the Critical Path?

By [Robert M. D'Onofrio, P.E.](#)
[URS Corporation](#)

In construction scheduling, the critical path is defined as the longest sequence of logically connected activities through project completion. Float is the amount of time an activity can be delayed without impacting overall project completion.^[1] Historically, the critical path was defined as activities that have zero float. In fact, however, this is not always the case. Critical path activities can have float; hence there can be float on the critical path.

It is a common misperception that critical path activities cannot have any float. Even today, the Wikipedia entry for Critical Path Method claims “there is no float on the critical path.” So how can critical path activities have float? The answer lies in activities that are constrained, particularly by different work calendars.^[2] The historical view that critical path activities have no float is only true when all activities are on the same work calendar. Some common industry pronouncements that still reference the single calendar view of the critical path include:

- “Activities on the critical path have no float.”^[3]

- “The longest path is the critical path because if one of the activities on the critical path is delayed by one day, and no other activity along the critical path is changed, then the entire project will be delayed one day.”^[4]

- “Activities on the critical path have no float, or slack.”^[5]

In the past these comments were generally accurate, but that is no longer the case. Current project scheduling software, such as

Primavera P6, allow construction schedules to more accurately reflect constraints on individual activities in a project schedule, such as the use of different calendars for each activity. This multiple calendar feature was not available to most project schedulers until the widespread use of advanced scheduling software such as [Primavera Program Planner \(P3\)](#) or [Microsoft Project](#) beginning in the mid 1990's.^[6]

Different calendars are often used in a construction schedule to reflect restrictions such as winter weather. For instance, paving activities on a roadway project often cannot

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The Forum Announces the 2009-2010 Chair-Elect and New Leadership

At the Annual Meeting in New Orleans, LA, the Forum elected:

[George J. Meyer](#)

as its Chair-Elect, and

[Terry J. Galganski](#),
[R. Harper Heckman](#),
[Steven B. Lesser](#), and
[Richard J. Tyler](#),

as new Governing Committee Members.

The [Forum's Division Chairs](#) for 2009-2010 are: [Catherine E. Shanks](#) (Div. 1); [David A. Scotti](#) (Div. 2); [Joseph Jones](#) (Div. 3); [Thomas L. Rosenberg](#) (Div. 4); [Michael F. Menicucci](#) (Div. 5); [Robert J. Orelup](#) (Div. 6); [W. Cary Wright](#) (Div. 7); [Wendy Kennedy Venoit](#) (Div. 8); [Aaron P. Silberman](#) (Div. 9); [Joel K. Gerber](#) (Div. 10); [Edward Benes](#) (Div. 11); and [Stanley J. Dobrowski](#) (Div. 12).



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Newsletter Editor

Jeffrey R. Cruz
E.E. Cruz & Company, Inc.
943 Holmdel Road
Holmdel, NJ 07733
732-946-9700
jrcruz@eecruz.com

Associate Editor

Morgan L. Holcomb
Hamline University School of Law School
1536 Hewitt Ave.
St. Paul, MN 55104
651-523-2546
mholcomb01@hamlin.edu

2009-2010

OFFICERS AND GOVERNING COMMITTEE

CHAIR

Adrian L. Bastianelli
202-293-8815
abastianelli@pecklaw.com

CHAIR-ELECT

George J. Meyer
813-229-4140
gmeyer@carltonfields.com

IMMEDIATE PAST CHAIR

Robert J. MacPherson
973-596-4811
rmacpherson@gibbonslaw.com

GOVERNING COMMITTEE MEMBERS

Terrence L. Brookie
317-237-3851
tbrookie@fbtlaw.com

Gregory L. Cashion
615-742-8555
gcashion@smithcashion.com

L. Franklin Elmore
864-255-9500
frank_elmore@elmorewall.com

Terry J. Galganski
515-321-7708
TJGalganskiRMPRO@yahoo.com

R. Harper Heckman
(336) 373-1600
hheckman@nexsenpruet.com

L. Tyrone Holt
303-225-8500
ty.holt@holtllc.com

Steven B. Lesser
954-985-4137
slesser@becker-poliakoff.com

Jennifer A. Nielsen
630-575-0020
jnielsen@lymannielsen.com

Patrick J. O'Connor, Jr.
612-766-7413
POConnor@faegre.com

Carol J. Patterson
212-682-6800
cpatterson@zdlaw.com

Richard J. Tyler
(504) 582-8266
rt Tyler@joneswalker.com

Joseph D. West
202-955-8658
jwest@gibsondunn.com

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MESSAGE FROM THE

CHAIR

George J. Meyer,
Chair-Elect

ELECT



By [George J. Meyer](#)
[Carlton Fields, PC](#)

Change

Today it seems all aspects of our lives are under a constant barrage of change. Our professional lives are not exempt from that barrage. As construction lawyers, we must deal with changes in the law, changes in our office practice, changes in our co-workers, changes in our clients, and changes in the construction industry. Physicists tell us that change is the natural order and state of all things in the universe. In fact, they tell us that if we were ever to reach a point where there is no change, such an event could and would only occur upon the universe ceasing to exist; something I'm sure most of us would not welcome.

I sometimes hear older lawyers reminiscing about the "good old days," as if back then we all were faced with fewer changes and life was more stable and predictable. There is no doubt that our current times are very challenging. However, in looking back over my own 30 plus years in the construction industry, it seems to me that we have been in a constant state of change throughout all that time. The rate and intensity of that change has certainly fluctuated over those 30 plus years, but there has been, and I believe always will be, change. I also believe that regardless of the rate and intensity of the change, we are all impacted by it. Of course, some of us are impacted by the change, for better or for worse, more than others.

That being the case, it seems to me the question is not whether there will be change, but how we will handle it.

I know it is a cliché, but like many clichés there is a basic underlying truth to it; will you manage the change or will the change manage you?

When it comes to helping a construction lawyer manage change within his or her practice, I can think of no better resource or asset than the Forum on the Construction Industry. The Forum, through its various programs and publications, is at the forefront of providing construction lawyers with the tools they will need to help them to anticipate and manage the changes they are experiencing in their practices. Whatever the latest changes may be that are impacting the construction industry in general, and construction law in particular, you can trust that those changes will be fully identified, reviewed, analyzed and discussed within the Forum's numerous programs and publications, with the level of detail and care you will need to assist you and your clients in appropriately responding to those changes.

Like everyone else, the Forum is not immune to change. If the Forum is going to remain viable and relevant to its membership and the construction industry, it too must continuously evolve and develop in response to the changes it encounters. But unlike some groups, the Forum has a history of embracing change, rather than fighting it. It sees change as a positive force that improves the overall health and strength of an organization, when approached and addressed in an appropriate manner.

In regards to its programs, the Forum is constantly searching for new topics and materials that address the issues

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Why Lean Economic Times Call for Lean Construction

By: [Joseph A. Cleves, Jr.](#)
[Dressman Benzinger LaVelle psc](#)

Current economic conditions are creating a great deal of stress within the construction industry. These circumstances are making it more difficult for viable and needed projects to get off the ground. The construction industry, alone among major industries in this country, is less efficient today than 40 years ago. As a consequence, the search is on for a more efficient method of managing projects.

One promising approach is found in lean project delivery, also known as integrated project delivery. In lean construction, rewards and compensation are tied to the value of the completed project as a whole, and collaboration among team members is emphasized over individual performances. It is no longer an “every man for himself mentality.” Operating as a true team is seen as critical to a project’s success and results in efficient construction operations.

This new methodology has seen some significant early successes. It is being viewed by many owners as providing answers to the twin crises of the economic downturn and historic inefficiency. It is incumbent upon construction attorneys to be educated to answer the legal needs that will arise as the shift to lean grows. The construction attorney can also play a leadership role in educating clients on the significant promise that lean project delivery holds.

What is lean construction?

Lean construction draws on key insights of the Toyota Production System (TPS), which focuses on producing value and minimizing waste. TPS requires precise coordination between all workers, empowering them to build a car that meets customer needs within a tight timeframe. Building on teamwork,

lean project delivery takes cooperation in construction to the next level. Owner, designer, builder and all other critical players in the project are treated as equals on a single team. These various players focus on reliability in meeting the commitments they make on a project. When more companies reliably meet their commitments, the overall project proceeds more smoothly. This avoids the inefficiencies that result when team members look only to individual productivity and profit at the expense of the group. Team members share financially in the risk of loss on the project and are rewarded by incentives if project goals of cost and schedule are attained.

Benefits of lean construction

There are other inherent benefits besides financial incentives that build a compelling case for lean construction. Lean construction focuses on the elimination of waste. In particular, the following are reduced, if not eliminated, resulting in potential cost savings of 20% or more: over-production, waiting, unnecessary transport, over-processing, excess inventory, unnecessary movement, defects and wasted talent.

By rewarding collaboration so that individual players focus on optimizing the whole and not the pieces, the work flows smoothly and reliably and quality improves significantly. The goal is to preserve a combined design and construction contingency through the elimination of inefficiencies. If successful, this sum is split among the owner and the project team upon completion in accordance with a formula agreed upon in advance. Such a formula was successfully used on a \$50 million project at Cardinal Glennon Children’s Medical Center in St. Louis, where project team members were very enthused by the results.

Shift to relational contracts

To achieve this success, a shift from customary project delivery methods is required. Traditional construction contracts have been termed “transactional” in that they focus on providing compensation in exchange for performance. A common feature of these contracts is that they push risk down to the lowest tiers, which are the very parties who can least afford it. Lean project delivery is based on relational contracting. Relational contracts establish mechanisms for delivery that focus on trust and partnership. Seen by many as a revolutionary shift in project delivery methods, it requires a radically different approach in the contracts used by the parties. Existing contract forms cannot simply be modified to reach the intended goals.

A seminal relational contract used in implementing lean project delivery was developed by attorney Will Lichtig of Sacramento, California. It is already in use on various Sutter Health projects in California and was successfully used on the Cardinal Glennon project in St. Louis. Mr. Lichtig’s Integrated Form of Agreement was adapted by [ConsensusDOCS](#), and is the basis of the ConsensusDOCS 300 Tri-Party Agreement, first published in the Fall of 2007. The [American Institute of Architects](#) also addresses lean construction in its A195 and A295 series documents.

Foundation of lean: the Tri-Party Agreement

To achieve a lean project delivery system, the owner, architect and constructor, the project’s “core group”, enter into a Tri-Party Agreement. Key subcontractors on the project team sign one page joining agreements, which bind them to the terms of the Tri-Party Agreement. The parties commit in writing to collaboration, explicitly recognizing

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Float on the Critical Path

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be performed in cold temperatures. As a result, paving activities can be constrained by a specific calendar to restrict work during the winter months. The same type of constraint may apply to soil compaction activities, or concrete pours absent additional cold weather costs. Meanwhile, other activities in the schedule such as steel erection, mechanical, electrical, and interior finishes, can take place on a normal workweek schedule through the winter months. As a result, when the longest path of logically connected activities in the project schedule (the critical path) includes both activities constrained during winter weather and activities not constrained in winter weather, activities on the critical path could potentially be delayed up to several months before impacting activities that can not start until after the winter period regardless.

To illustrate this concept, Fig. 1 shows a basic schedule with six activities. This summary level schedule illustrates construction of a highway with a bridge structure. For the purposes of this example, the bituminous paving (Paving) activities are on a calendar where no work occurs in the December through February winter weather period. All other work is on a normal 5-day workweek calendar.

The critical path above, or longest path, is illustrated in red and runs through mobilization (Mob), Earthwork, and Paving. A day-for-day delay to the critical paving activity would result in a day-for-day delay to the overall project. The critical Earthwork activity, however, has two months of float on it because this work can take place during the winter period before the paving activities can start. In other words, the Earthwork activity can be delayed up to two months without affecting project completion, giving Earthwork two months of total float despite being on the critical path. An alternative path on the project goes from mobilization through Bridge Pier construction, steel Girders, and

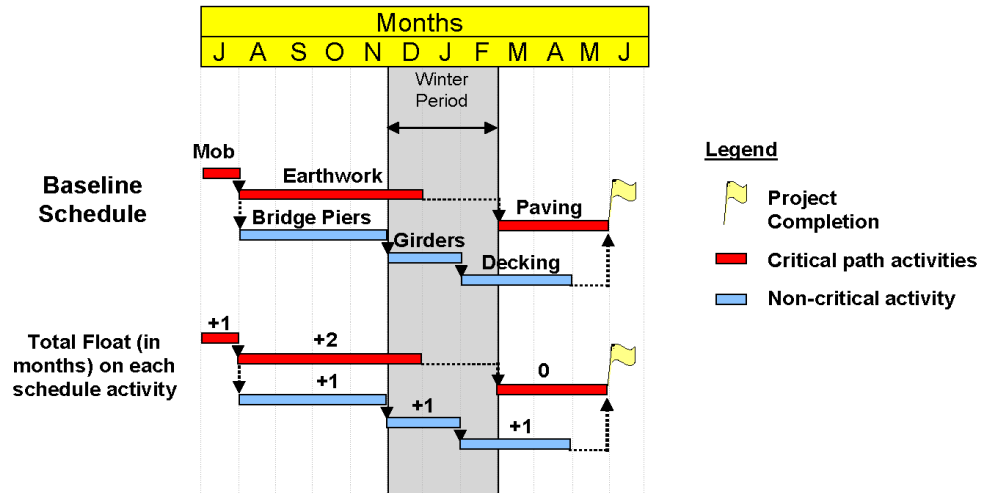


Figure 1.

concrete Decking. This secondary path of work has one month of total float on it. The mobilization (Mob) activity's total float is one month because it is dependent on the bridge work path of work. In this example, the float values for the three activities on the critical path have one month, two months, and zero months of float on them. The secondary critical path of bridge work, or sub-critical path, contains a chain of activities that each has a lower float value than the Earthwork critical path activity, but would still not fall on the critical path unless all float on that path is delayed to the point where it drives project completion. Because of the differing float values along each path of work, it is important to look at the impact to overall project completion when evaluating any changes to the baseline schedule.

Constraints in the schedule, such as calendar constraints, can be classified as preferential or absolute. Absolute constraints include physical constraints^[7] or contractually required constraints necessary for construction, such as hard fixed delivery wait time for activities, or federally mandated calendar non-work periods. Preferential constraints can include contractor chosen calendar non-work periods and resource leveling constraints the contractor utilizes for cost savings reflected in a lower bid. The constraint type can vary by project. Constraints such as winter non-work periods can be absolute

constraints if they are required by the contract, or preferential constraints if the contractor voluntarily chooses to incorporate them into the project schedule.

In addition to the winter non-work constraint in the Figure 1 example, other calendar restrictions that can cause float on the critical path include environmental non-work periods, such as restrictions on work in a stream during a fish spawning period, or restrictions on work in an environmentally protected area during mating season or bird migration season. If work can continue outside of any narrowly defined restricted work area, float can be created on critical path activities even though the activities remain on the longest path of work on the project. Both absolute and preferential constraints may potentially create float on the critical path.

Float can also be created on the critical path through work week restrictions. Contractors and subcontractors typically work on 5-day, 6-day, or 7-day workweeks. Some projects, such as transit or roadway construction, may be constrained to only weekend work. If activities are on different workweek calendar constraints, the float values can differ amongst activities, even on the critical path.

Some activities continue 7 days a

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week. For example, a concrete pour activity that is to take place on a 5-day, Monday through Friday workweek requires 5 days of cure time. Concrete can cure over the weekends when no work is scheduled, so curing activities are on a 7-day workweek. Therefore, if a concrete pour takes place on a Monday, the 5-day cure period finishes on Saturday during the non-work weekend and the next work day would be the following Monday, 7 days after the pour. If the same concrete pour activity was delayed 1 day to Tuesday, the 5-day cure period would finish over one non-work weekend on Sunday, and the next work day would still be the Monday 6 days later. As a result, in this case pouring the concrete one day late does not cause any delay to the project, giving that activity one day of float. If the longest path of logically connected activities in the project schedule (critical path) includes that concrete pour activity, there would be one day of float on the critical path activities prior to that pour activity because any of those activities may be delayed up to a day without impacting project completion. The critical path activities following the pour activity would still have float of zero absent other constraints. The effect from several activities with a day of float created by different calendar periods could be cumulative on the project and cause even greater float values for activities earlier in the critical path.

Non-calendar constraints on specific activities can similarly cause float on the critical path^[8], such as through constraining specific start or finish dates for activities or milestones.^[9] Constraining dates may also cause scheduling software to show an abridged critical path that does not run continuously from project start to project finish. It can be difficult to calculate sub-critical paths in project schedules.^[10]

Historically, the critical path was made up of activities with little or no float because they all took place on the same calendar. However, due to activity constraints, it is no longer the case that all activities on the critical path have zero total float. In fact, particularly through different calendars in the schedule, some critical activities can have several months of float in the schedule despite being on the critical path. A secondary critical path, or sub-critical path, could even have an entire sequence of activities, each of which has lower float values than some critical path activities, that would still not fall on the critical path unless all float on that sub-critical path is absorbed to the point where it drives project completion. So there can be float on the critical path, and float values on the critical path frequently vary in complex construction schedules.

Endnotes

1. This is the definition of “total float”, as opposed to “free float” which is the amount of time an activity can shift without impacting the next activity. When used alone, the term “float” generally refers to “total float.”
2. In scheduling, an activity’s calendar reflects the time period when work on that activity is allowed and/or not allowed.
3. C. Schexnayder, R. Mayo, *Construction Management Fundamentals*, p. 110 (2003).
4. R. Cushman, J. Carter, P. Gorman, D. Coppi, *Construction Disputes: Representing the Contractor*, 3rd Ed., § 17.07[C] p. 538 (2001).
5. J. Phillips, *PMP Project Management Professional Study Guide*, 2nd Ed., Ch. 6, p. 254 (2006).
6. J. Wickwire, T. Driscoll, S. Hurlbut, S. Hillman, *Construction Scheduling: Preparation, Liability, and Claims*, 2nd Ed. §11.06[B] (2003).
7. Utley-James, Inc., GSBGA No. 5370, 85-1 BCA (1984)
8. *Construction Scheduling*, 2nd Ed. §11.06[E]
9. Primavera P6 and older versions include options to set mandatory start or finish dates on an activity that can interrupt the scheduling computations required to compute the longest (critical) path.
10. Primavera P6 has a scheduling option to calculate multiple float paths through a selected activity, but this will only compute the next lowest float path, not the sub-critical / next longest path. An article by R. Winter, “Computing the Near-Longest Path” (2003), experiments with a calculation-intensive method for identifying the near-longest path in a project schedule.

Lean Construction

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that each party’s success is tied directly to the success of all other parties. The distinct roles of architect and constructor are maintained.

Team members work as equals and are expected to collaborate for the benefit of the project, with decisions being made by consensus and the owner being the final arbiter when necessary. These obligations are legally enforceable and provide the basis for removal of an uncooperative player from the project. The constructor and key trade subcontractors are brought into the design process from the beginning. In this fashion, they are permitted to explore and define the project, rather than being restricted to commenting on another’s proposed solutions.

Open communication among all parties is permitted and strongly encouraged. One goal of open communication is the elimination of requests for information, which have been estimated to cost up to \$1,000 each on large projects. The core group makes important decisions on budget and schedule. When the design is sufficiently advanced, the core group establishes a project target cost estimate. “Pull planning,” in which preceding activities are not started sooner than needed to assure continuous performance of subsequent activities, is mandated.

Lean construction requires a strong emphasis on reliable commitments so that a performer estimates what is required to perform a task and allocates adequate resources. The performer must immediately advise the team if constraints arise that will prevent a promise from being fulfilled and collaborate intensively with other team members to remove those constraints. Individual incentives based on the achievement of project goals are established. Under the Tri-Party Agreement, members of the core group have the option of sharing

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Change

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of today. New faces and new ideas are hallmarks of the Forum's programs. In striving to maintain and enhance its goal of program excellence, the Forum is constantly looking for new and better ways to improve the quality and effectiveness of each of its programs. For example, the Forum recently expanded its program delivery beyond its traditional National and Regional Programs. The Forum now delivers its programming through all manner of electronic media, such as teleseminars, webcasts, DVDs, CDs, iPod downloads, etc.; all in an effort to bring quality programming to its membership in a more timely, accessible and cost effective manner. If you have not done so already, I urge you to visit the ABA Web Store www.abanet.org/abastore, and take a look at the breadth and depth of quality Forum programming available for purchase there.

In regards to publications, besides *Under Construction* and *The Construction Lawyer*, the Forum has an extensive collection of books, manuals, checklists and other publications designed to assist a construction lawyer in all areas of his or her practice. Each year volunteers spend countless hours updating existing publications and authoring new ones, all with the goal of providing construction lawyers and the construction industry with the most accurate and complete information available to assist them in addressing whatever changes come their way. Whether it's a new and evolving area of construction law such as BIM or electronic documents, or new construction contract forms from industry groups such as the AIA or ConsensusDOCS, or new statutory or case law that changes previously established construction law principles, it all is identified, discussed and analyzed by authors whose expertise and credentials have been thoroughly vetted. Again, all of those extensive publications are

readily available at the ABA Web Store.

In regards to its membership, the Forum is at the forefront of embracing change. The Forum actively looks for ways to expand its membership, and not just in total numbers, but also with respect to expanding the diversity of its membership. The Forum seeks diversity in all areas of its membership, including diversity in gender, race, geographic locale, firm size, practice focus (e.g., transactional or litigation) and client base (e.g., owners, lenders, designers, contractors, subcontractors or suppliers). But the Forum is not satisfied with just striving for diversity in its membership, it also seeks diversity in its leadership. The leadership structure of the Forum is designed, from its Division Steering Committees, to its Standing Committees, to its Governing Committee, to foster and promote change and the infusion of new blood and ideas into the organization every year.

In a further demonstration of the Forum's commitment to diversity, the Forum's current Chair, Adrian Bastianelli, has established a Diversity Committee, whose focus and goal is to improve the diversity of the Forum's membership and leadership. In addition, the Forum offers its membership a venue within which construction lawyers from all across the country, at all levels of expertise, can meet and network with each other, thereby providing much needed collegial support to assist them in successfully managing the changes they are all encountering.

Those networking opportunities are available not only at the Forum's various Programs, but also through its Division meetings and activities. Whether it's a Division breakfast meeting or Division dinner held in conjunction with a Forum National Program or just a monthly Division

conference call, construction lawyers with similar areas of interest and practice are given the opportunity to raise and discuss the latest changes and challenges facing them.

As [Bob Dylan](#) sang over 40 years ago (yes, it has been that long), "the times they are a-changin'." And just as he sang in the first verse of that song "you better start swimmin' or you'll sink like a stone," the Forum invites all construction lawyers to come swim with it. ◆

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the risk in the event that project goals are not achieved.

Attorneys as the vanguard of change

Martin Hague, the owner's representative at Cardinal Glennon, has described existing commercial contract systems as the "rules of war" enshrining adversarial and territorial behavior. There is certainly a seismic variance between traditional construction contracts and the Tri-Party Agreement.

Transactional attorneys will have to invest significant time to master this new methodology and offer sound guidance on the Tri-Party Agreement. Experienced practitioners who emphasize the owner's commitment to and understanding of lean are critical to success. As with other methodologies, not every project is suited for lean, nor is every owner wired to collaborate.

An attorney who is "up to speed" can play a vital role in educating owner-clients on lean's suitability for a particular project. Sound legal advice will be particularly critical in assisting in the calibration and clear articulation of risk/reward mechanisms. Change is coming and those who prepare for it will be much better equipped to lead in the transition. Through education and counsel, lawyers are uniquely positioned to facilitate the transformation of our industry. ◆

Editor's Message: A Day in the Park

At the Annual Meeting, many of us had the pleasure of participating in the Forum's first Service Project. [Mark Heley](#) helped to organize the event and gives us this report. --Ed.

As part of its 2009 Annual Meeting in New Orleans, the Forum continued its commitment to help rebuild New Orleans in the aftermath of Hurricane Katrina. The Forum, with event sponsor [ARCADIS](#), organized teams of volunteers to help with maintenance and upgrades at [New Orleans City Park](#). More than 100 Forum members and family gathered at New Orleans City Park to help rebuild and restore landscaping at the corners of the Anseman Avenue Bridge, restore flower beds at the park's fountain and paint gas and electrical fixtures.

In August of 2005, storm surge and

flood waters from Hurricane Katrina flooded over 80% of New Orleans, including New Orleans City Park. Damages to the Park were estimated at \$43 million dollars. Park staffing shrank from 260 prior to the hurricane to just over 65. Volunteer Coordinator Jim Morrison confirmed that [New Orleans City Park](#) simply does not have the funds or staff to complete all desired work. Volunteers are essential for the recovery of the park.

Forum volunteers gathered on a beautiful Friday afternoon to travel to the Park. [ARCADIS](#) provided volunteers with a canvas bag, baseball cap, t-shirt, water bottle, gloves and sunscreen. Once volunteers arrived, park staff greeted the Forum members with tools, shovels, saws, landscaping plans and thousands of dollars in planting materials. Three hours later, Forum volunteers transformed barren corners of the Anseman Avenue Bridge and adjacent areas into lush landscape

beds. In the process, the volunteers met other Forum members, got some fresh air and helped the city of New Orleans. The [New Orleans City Park](#) staff called the event a "huge success." William Hill, a Forum volunteer from Boston, observed "It would be hard to conceive a better way to spend an afternoon than the community service program in City Park."

Program Chairs Susan Fisher Stevens and Christopher Montez organized the volunteer opportunity at the suggestion of the Forum's Governing Committee. Susan Fisher Stevens noted, "The project was a perfect fit for us. It was a great team building event for the Forum. We were all pleased and proud to participate in something that helped the park and created an immediate impact." In addition to the hundreds of hours of labor, volunteers contributed \$2,500.00. The Forum and [ARCADIS](#) combined to increase the contribution to a total of \$7,500. ♦

THE Construction Contracts Book - Second Edition

How to Find Common Ground in Negotiating the 2007 Industry Form Contract Documents

Daniel S. Brennan, Michael J. Hanahan, Jennifer A. Nielsen, and John I. Spangler, III, editors

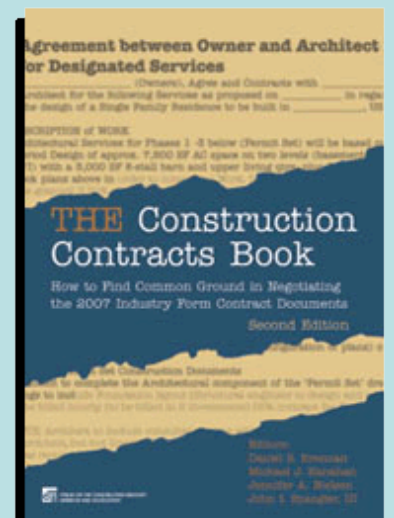
The only book containing a topic-by-topic comparison of the standard forms of agreement from the AIA and the EJDC, plus the new ConsensusDOCS is now updated! *THE Construction Contracts Book* is an invaluable resource for understanding, reviewing, and modifying the most significant contract documents issued by the American Institute of Architects (AIA), the Engineers Joint Contract Documents Committee (EJCDC), and now, in this revised edition, those from ConsensusDOCS.

This unique, topic-by-topic comparison illustrates how the AIA, EJCDC, and ConsensusDOCS forms treat the significant issues in owner/contractor/subcontractor and owner/design professional agreements. The book's format is designed for efficient research and reference. Each chapter is organized by a topic in the AIA, EJCDC and ConsensusDOCS agreements, and then chapters are further broken down into sections covering:

- General background on the topic, summarizing the critical issues involved;
- Relevant contract provisions that address the topic with a comparison between each form; and
- Alternative clauses to consider when the form contract may not provide the best solution for the client or that can be used to identify issues for negotiation.

Written and reviewed by seasoned construction law practitioners, this revised edition of *THE Construction Contracts Book* provides guidance and analysis to lawyers involved in negotiating design and construction contracts when the needs of the specific project or a project participant are better served with modifications to the form's clauses. This updated edition now includes a chart comparing the most significant provisions from each of these forms in side-by-side format on an accompanying CD-ROM.

2008, 396 pages, 7 x 10 paperbound; Product Code: 5570214
Regular Price: \$189.95; Forum on the Construction Industry Members: \$159.95
Order it on-line at the ABA Web Store (www.abanet.org/abastore).



The 2009 Fall Meeting is in Philadelphia and Focuses on In-House Counsel Issues

When and Where: **October 15 and 16, 2009** at the **Loew's Philadelphia Hotel**, 1200 Market Street, Philadelphia, PA, 19107; (215) 627-1200. A room block has been reserved at a rate of \$229.00 single/double room per night. After September 15, 2009 at 5:00 pm CDT or when the room block is sold out, guest rooms at the special ABA rate may not be available.

The Fall meeting of the Forum lands in Philadelphia in October focusing on issues that are of particular interest to in-house counsel as well as outside counsel. The program was designed by in-house counsel and includes some of the most notable in-house counsel in the country as speakers. The program, "**The Two-Way Street of Construction Counseling: Learning from the Ins and Outs**," will take up the challenges of advising construction industry participants in a lackluster economy, sharing the viewpoints of in-house counsel and outside counsel on such diverse topics as dealing with conflicting state laws and regulations, managing complex litigation, workforce and government contract compliance issues, addressing the Obama Administration's impact on the construction industry and procuring outside counsel services by in-house counsel.

This two-day program will include five plenary sessions and eight focused workshops, all with the goals of providing both inside and outside counsel with must-have information to assist their respective clients and a reciprocal understanding of their unique needs. The program also includes a unique workshop solely for in-house counsel to address the effective and efficient procurement of outside counsel services. For more information about the program, registration, hotel and transportation arrangements and CLE credit, visit: www.imageserve.com/philadelphia2009/ead1.html

The 2009 Regional Program: Fundamentals of Construction Law

On **November 5, 2009**, the Forum will present "**Fundamentals of Construction Law - Learn the Basics from the Pros**" in five cities: **Boston, MA; Denver, CO; Ft. Lauderdale, FL; Nashville, TN; and San Diego, CA.**

Taught by leading construction lawyers in each locale, this program presents a unique opportunity for new construction lawyers or experienced lawyers who occasionally practice construction law to learn the essentials from those who practice it daily at its highest levels. This affordable, conveniently located program provides an excellent way for firms of all sizes to provide an exceptional training opportunity to their lawyers. Tuition includes the *Fundamentals of Construction Law* book, lunch and a full day of instruction. For more information, visit:

http://www.abanet.org/forums/construction/featured_program/fundamentals09.pdf

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