

# Request for Equitable Adjustment (REA)

Excell's graphics-oriented methodology has proven effective in the preparation and settlement of REA-related disputes. Services include identification and evaluation of the viability of entitlement issues and their presentation and negotiation of same. While all REAs include a multitude of issues encountered during the life of the project, there are many issues that seem to reoccur when dealing with construction contracts. Some of the most common issues Excell handles when preparing REAs for our clients include:

## **Defective Specifications;**

- Overly Generic Specifications;
- Government's implied warranty of constructability
- Impractical/Impossible specifications;
- Multiple Specification Interpretations; or
- Nondisclosure
- Prescriptive v. Performance Specifications

## **Defective Contract Documents;**

- Ambiguity or inconsistency
- Order of Precedence errors
- Unreasonable interpretation of applicable standards.
- Unresponsive to RFIs
- Failure to incorporate correct UFCs

## **Incomplete/Incorrect Design Drawings**

- Lack of Design Discipline Coordination
- Improper control asserted on Design Build Contracts
- Failure to issue RFP and review COP in a timely manner
- Inadequate, or Incorrect As-Builts issued with RFP
- Refusal to enforce A&E deadlines, or limit A&E changes made

## **Differing Site Conditions**

- Category I
  - Nondisclosure of site conditions
  - Refusal to allow contractor to do non-destructive testing
- Category II
  - Interference with site inspection/investigation data

- Hazardous Materials
  - Failure to conduct or provide hazardous materials testing

### **Delay, Disruption, Ripple Effect**

- NTP Delays
- Constructive Suspension of Work
- Stop Work Orders
- Interference with Contractor's work
- Delays in Inspections
- Delays in approving Drawings, Proposals, Submittals, etc.
- Weather Delays
- Site Access Issues
- Critical Path Delay
- Time Impact Analysis
- Concurrent Delays

### **Maladministration**

- Refusal to participate in contractually required partnering
- Overzealous inspections
- Multiple people issuing directives to the contractor with no clear authority
- Violations of Good Faith and Fair Dealing covenants
- Anti-Deficiency Act violations

### **Purchase Order / Pricing Disputes**

- Unilateral deductive Modifications issued without justification on the cost reduction.
- Pricing expired when approval is granted, owner refusal to pay the current price.
- Unabsorbed Overhead
- Extended General Conditions

### **Liquidated Damages**

- Concurrent delays
- Beneficial Occupancy Date
- Punitive or retaliatory in nature

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Excell has been saving projects, companies and careers since 1983. From its beginning, Excell rapidly evolved into a leader in the Contract Disputes / Claim Avoidance arena with few equals.

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## Get in Touch



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## Meet John Balch, CEO & Founder



John G. Balch, a Certified Professional Contract Manager, has over 40 years of business operational experience.

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