



Aaron Dean Presents in Bismarck: Handling OSHA Inspections and How to Get Paid, Close Out Contracts, and Avoid Liquidated Damages

North Dakota Safety Council, 1710 Canary Avenue, Suite A, Bismarck, ND 58501

06.21.2023 | 10:00 a.m. - 2:00 p.m. (CT)

Event Sponsor: Associated Builders & Contractors (ABC) of Minnesota/North Dakota

Session 1.

Picture this: An OSHA inspector arrives at your job site just before lunch on a Monday. This was not the way your crew was planning to start its work week. Join us for a presentation from Aaron Dean, one of the premier construction attorneys in the Midwest, to hear some advice on what to do (or not do) when OSHA arrives on your jobsite.

Who should attend: Project Managers, Safety Director, Foremen, Superintendents, and Owners

What will be covered:

- What are the first five things that I do if OSHA shows up on-site?
- Can I get a lawyer involved and, if so, what are the advantages?
- Can I require the OSHA investigator to wait for the Safety Director or the company's lawyer to begin the Opening Conference or the Walk-Around?
- What are the company's rights when OSHA wants to interview management employees and non-management employees?
Do I agree to be audio recorded when OSHA interviews me?
- What steps can I take during the Opening Conference and walk-around with the OSHA inspector to put my company in the best possible light?
- Depending on the year, 58% to 70% of OSHA inspections lead to Citations.
- What are Federal OSHA's 2023 Citation fines?
- How do I increase my company's chances of having a Citation vacated or a Citation not issued in the first place?
- What is Enhanced Abatement as part of a settlement agreement with Federal OSHA?
- Also learn during this seminar how your company's safety record impacts your insurance premiums, your company's ability to bid work, and your company's ability to be pre-qualified.

Lunch will be served after the first session.

Session 2.

How to get paid for Change Order Requests and Claims, Closing Out Contracts in order to be paid in full and on-time, collecting Retainage, defeating Backcharges, Defending against Liquidated Damage Claims, and moving onto the next project.

Who should attend: Project Managers, Project Executives, Presidents, and CFOs/Controllers

What will be covered:

- Creating Bid Terms and Conditions.
- During the project, learn how a contractor gets paid for and obtain time extensions for extra work, delays, and interferences.
- What are the four ways to amend a construction contract and why are these four ways important?
- Change Order.
- Claims.
- Construction Change Directive/Work Directive.
- Force Account.
- What is the Number One thing that contractors forget to do when signing Change Orders?
- At the end of the project, the Project Owner includes adds and deducts to a Final Change Order with a blizzard of backcharges and finally processes Change Order Requests.
- Learn how to deal with the agreed upon adds without having undisputed funds held hostage with disputed backcharges.
- Liquidated damages are imposed at the end of the project.
- Learn about the four primary defenses to a liquidated damages claim so that the Project Owner cannot charge your company for delays.
- If a contractor agrees that it is late, but does not want liquidated damages against its record, learn how can the liquidated damages be handled with a Close Out Change Order.
- Statutory remedy for Prompt Payment.
- Contractor must submit an invoice to the Public Owner even if the Public Owner's Architect or Engineer refuses to prepare a Pay Application.
- How to defend against the Project Owner's warranty and defective work claims as excuses to non-payment.
- Four case studies -- learn from someone else's problems. Aaron Dean handled these four cases through trial.

- Jury Trial. General Contractor defeats \$3.0+ Million performance bond claim on a public construction project and recovers approximate \$400,000 Contract Balance.
- AAA Arbitration. General Contractor recovers \$1.5 Million and defeats Project Owner's \$15+ Million claim.
- Jury Trial. General Contractor defeats a threatened termination on a public construction contract and recovers \$1.40 Million.
- AAA Arbitration. Subcontractor defeats General Contractor's \$1.50 Million Counterclaim, recovers \$370,000 of legal fees, \$200,000 of prompt payment interest, \$729,000 Contract Balance, and damages on other claims.

Attorneys

Aaron A. Dean

Practice Areas

Construction Law