documents, most contracts require the consultant to provide an undertaking in the event of adjudication of an issue. When the claim is settled, the consultant, not the owner, will pay the costs. The consultant is usually responsible for expenses and in the event of an owner’s claim, the consultant might be required to pay for the services of another consultant to act as expert. The consultant is required to ensure that the owner receives the benefit of the contractor’s services. The pitfall of incomplete contract documents is having drawings, specifications, or buildable portions of the contract documents that are ambiguous, incorrect, or preclude the inclusion of time and money claims.

In 2007, Stephen G. Revay founded a small consulting company in Montreal. Initially, the firm provided typical project management services. Their clients had other ideas; and soon Revay and Associates Limited was also offering the new niche of expert witness recovery for construction-related disputes. Over the last few years, the company has become a leader in the construction industry and has built trust in offering project management, risk management, and claims avoidance services; all provided by highly experienced experts.

Best Practices for Consultant Designers

1. Consultants need to define the project in clear and easy-to-read language. Generally, when ambiguous words exist in the contract documents, it is important to provide an explanation of the words for the benefit of the consultant.

Best Practices for Contractors

1. Prior to signing a contract, the following is recommended:

- A clear and complete contract
- A contract that is free from ambiguity
- A contract that can be negotiated
- A contract that is legally enforceable
- A contract that is in the best interest of the contractor

2. As soon as a problem is perceived, a written notice should be given to the owner or architect. The notice should include:

- The nature of the problem
- The time and date of the problem
- A description of the problem
- A recommendation for a solution

3. Before referring a claim to the owner, the consultant should:

- Prepare a complete and accurate report
- Document the problem
- Identify the cause of the problem
- Determine the extent of the damage

4. When the contractor is being awarded a contract, the consultant should:

- Prepare a complete and accurate report
- Document the problem
- Identify the cause of the problem
- Determine the extent of the damage

5. The Revay Report is published by Revay and Associates Limited. It provides a wealth of information for construction professionals. The report is available in various formats, such as PDF and HTML. It can be accessed online or downloaded for future reference. The report includes case studies, legal and technical information, and practical advice for construction professionals.
In a study published in the International Journal of Construction Engineering and Management, Ibbs, the author of several studies on the BIM implementation, found that the source of the most frequent errors and omissions was 'use of project documentation'. The study found that the majority of the errors and omissions were due to a lack of proper coordination and communication between the design and construction teams. These errors and omissions could result in costly changes and delays to the project, which could have a significant impact on labour productivity as well as creating significant delays to the project.

The Construction Industry Institute defines constructability as 'the use of available knowledge and experience to ensure that problems are anticipated and solved at an early stage to allow for efficient construction'. Additionally, constructability reviews are recognized as a means of identifying potential problems before they become costly changes and delays to the project.

In previous Revay Reports we have documented that the most frequent causes of claims were:

1. Lack of essential coordination to identify and resolve issues
2. Unforeseen or hidden conditions on the site which should have been identified through earlier investigations
3. Owners requiring a review of the project objectives. Similarly 'buildability' is defined as 'the use of project documentation to determine the commonly accepted method of completing the design and the resulting schedule for construction'.

In previous Revay Reports we have documented that the most frequent causes of claims were:

1. Have the design team review areas that will be difficult to construct.
2. Start design efforts too early to allow for enough time to finalize and issue the design drawings showing locations of major trades.
3. Obtain an outside construction manager being part of the owner's team.
4. If the design is less than 80% complete at the time they are issued for tender to the trade contractors, the owners should not skimp on the front 10% of the contract document at the time a contract documents is tendered price, fearing that they will not be responsible for pricing for additional work without it having been priced as a change order at the contract price.

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In recent years, owners and contractors have been facing significant delays and disruptions to the design and construction process. A recent study revealed four to five months more in bidding, resulting in an average delay of 5.69 months, representing a cost increase of approximately 50% more to their ultimate cost of the project. These delays are often caused by incomplete or poorly prepared bid documents, giving rise to changes, errors, or omissions. A consultant is required to thoroughly review the design and construction documents, identifying any changes, errors, or omissions. The common feature of all these problems is the limited time available to design consultants and contractors to complete their design with the required level of detail.

The Revay Report identifies the causes of delays, as follows:

1. Owners need to recognize there is more to the design of a facility than a "fuzzy" basic level of cost, further details, or other contract documents. They need to review the contract documents and identify the areas where they are required to be changed or added. If the contract documents are not complete or do not reflect the project requirements, there can be significant delays, particularly if the contract documents are not complete within the contract period.

2. Reviewing the design and construction documents is a complex and time-consuming task, requiring a significant amount of effort and resources. Owners should demand that the design team review areas that may result in costly changes to the design and construction process. This would help to avoid delays and disruptions, resulting in fewer delays and claims.

3. Owners should demand that the design team review areas that may result in costly changes to the design and construction process. This would help to avoid delays and disruptions, resulting in fewer delays and claims. Owners should also consider using the construction construction documents for the project. The construction documents can be reviewed to determine the causes of delays and disruptions, and to ensure that the project is completed within budget and on time. The construction documents can be reviewed to determine the causes of delays and disruptions, and to ensure that the project is completed within budget and on time.
Judge Binnie states that “as there is Alliance Insurance Co. of Canada, with minimal errors and omissions, not greater the return on investment. At the other words, starting construction prior to be built on a “fast track” basis; in stipulate that a construction project is expectations of Owners
the planned schedule of work.

that errors and omissions can lead to recover the full cost of a change result
projects. Additional design and construction or other contract documents

Causes of Claims

1. Have the design team review areas as the starting point. They could outstrip any cost savings. If it is performed after a contract is

2. In the context of a traditional design-build delivery, the owner should not allow on top of the project’s cost (architectural and

3. Consider design-build as a means of project delivery where the owner exercise over the entire life of the project. For this reason, an

7. If the project is large (say greater than $100 million), request a peer

8. Identify weaknesses in design documents. These weaknesses in design documents may result in more requests for additional

9. Owners should review the design of the tender stage to their operating costs. They should ensure there is sufficient space to complete the job. The facility will achieve its intended purpose. Some maintenance personnel are familiar with engineering drawings and

10. Owners should demand that consult- ing teams provide trade interfaces. These interfaces are critical to the execution of the project.

11. Value engineering can be a mixed blessing. Generally, the intent for the contractor to address constructability or buildability issues to

12. There is a movement by large owners to have constructability reviews at the planning stage of the project. This allows the contractor and sets into the contract.

The common feature of all these projects seems to be consistent from

To avoid confusion, design coordination cannot be performed after the contract documents. However, this is nearly always satisfactory, which cre-

Inadequate documentation exists because there is an abundance of changes to

Additional design and construction or other contract documents to produce trade coordination drawings showing locations of major

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The Revay Report

Best Practices for Consultants

1. Consultants need to define the project in clear and easy-to-interpret language. Generally, when ambiguities exist in the contract documents, it is necessary to consult the author of the documents.

2. Consultants are recommended to change orders, approve the site drawings, and agree to the contract documents.

3. Consultants are recommended to request for information because it is essential to have accurate and clear drawings and specifications.

4. Consultants need to be aware of constructive changes to the contract documents. Over the last forty years, the company has become a leader in the field of preparing construction claims. Studies related to the contract documents will ultimately lead to financial losses to the contractor or the owner.

5. Consultants need to prepare a proper Critical Path Method (CPM) schedule that will help to determine the duration of the project, including the sequence of activities.

6. Consultants need to identify the types of construction claims that may be encountered during the project.

7. The Revay Report is produced by Revay & Associates Limited, a company that specializes in construction claims. The company has compiled a comprehensive list of construction claims that are likely to occur in any project.

8. The Revay Report provides practical guidance for consultants to avoid common mistakes that can lead to construction claims.

9. The Revay Report is a valuable resource for consultants, owners, and contractors to understand the types of construction claims that are likely to occur in any project.

10. The Revay Report is a valuable resource for consultants, owners, and contractors to understand the types of construction claims that are likely to occur in any project.
1. Consultants need to define the project design and information will result in additional costs. The courts have ruled against liability clauses to prevent a contractor from recovering costs due to incomplete contract documents. The consultant is in a contract with unfair clauses will ultimately lead to financial losses. In all the work done to develop solutions to avoid claims or mitigate damages. The Revay Report is produced by Revay & Associates Limited. The Pitfalls of Incomplete Contract Documents

The Revay Report

1170 Stephen G. Revay founded a small consulting company in Montreal. Initially, the firm provided typical project management services. Their clients had other ideas; and soon Revay and Associates Limited was supplying the full range of project management services, from project inception to completion.

The Revay Report was founded in 1992 by Stephen G. Revay, a professional engineer with over 20 years of experience in the construction industry. The company has become a leader in the construction claims market, providing services in the areas of project management, contract administration, and dispute resolution.

The Revay Report provides a comprehensive guide to the construction claims process, covering all aspects of contract administration and dispute resolution. The report is based on the authors’ extensive experience in the construction industry and includes case studies and practical examples to illustrate the key concepts.

The Revay Report is intended for use by contractors, owners, consultants, and other stakeholders involved in the construction industry. It is designed to help readers understand the construction claims process and to provide practical guidance on how to mitigate the risks associated with construction projects.

The report is available for purchase online at the website: http://www.revay.com

The signing of a contract with incomplete drawings and specifications is a source of significant risk for owners and contractors. Poorly prepared contracts can result in costly disputes and litigation. The Revay Report offers valuable insights into the construction claims process and helps readers understand the risks associated with construction contracts.

The report provides guidance on how to mitigate the risks associated with construction contracts and helps readers understand the importance of thorough contract review and management. It is an essential resource for all professionals involved in the construction industry.