

NEWSLOG

Published for Its Members by ASFE/The Best People on Earth

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ASFE's Risky Business Is Now on Line

ASFE's *Risky Business* – now accessible at ASFE's www.asfe.org home page – may very well be the most effective training tool ASFE has ever developed, because it turns education and training into an electronic game/quiz show. Perhaps even more important, it allows easy customization by Member Firms, so you can easily add your own questions about anything you deem appropriate, such as the history of your firm, the operation of certain systems (like

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Fall Meeting Set for Scottsdale Oct. 21-24

ASFE will convene its Fall Meeting at the legendary Camelback Inn in Scottsdale, Arizona. Plan to attend October 21-24.

Catch up with friends. Talk shop with peers. Generate business leads. And take home new ideas to implement and share.

Our keynoter, L.F. Payne, P.E., former Congressman and a founder of the

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Save Real Time and Real Money at *The Best Virtual Trade Show on Earth*

The Best Virtual Trade Show on Earth is now a reality. Click to it from the ASFE home page (www.asfe.org) and shop for products and services you use in business and that you specify or recommend. Quickly and easily get your questions answered and compare terms to make better decisions. Every search is free

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Could a Union Be Coming to Your Town? Milwaukee, Minneapolis, St. Louis Are Rumored Targets

About three years ago, ASFE warned that International Union of Operating Engineers (IUOE) Local 150 had its sights set on construction materials engineering and testing (CoMET) professionals' field representatives in Chicago. Today, the fight's over. With few exceptions, Chicago's CoMET firms either recognize Local 150 or they don't work on projects where 150 workers are engaged.

We've been told that Local 150 representatives recently addressed a national meeting of the AFL/CIO, boasting of their accomplishments and pointing out how Local 150 is growing at

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ASFE's New Website: In a Word, Awesome

If you haven't been to www.asfe.org lately, you haven't seen what has to be one of the hottest new websites on the Internet. Check it out! Great new graphics. Much more content showcased on the home page. New on-line forums permitting members to interact with one another. A new on-line survey tool. All-new e-groups that allow committee members to coordinate schedules, plan events, communicate, and upload documents. Plus improved tools that enable Member Firms' extranet managers to grant employees access to ASFE's warehouse of publications and information.

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a time when most other unions are shrinking. "We'll help anyone who wants help," they're reported to have said, and it just may be that other IUOE locals are taking them up on their offer: The "word on the street" is that Milwaukee, Minneapolis, and/or St. Louis may be next, in part because at least one CoMET firm – and maybe more than one – senses that union recognition would be good for business.

The Labor Relations Task Force has already prepared a "message to owners" flyer pointing out why dealing with a unionized CoMET firm could elevate risk. (For a sample copy, check **MS1** on p.16.) The Task Force is also readying "talking points," a document that addresses issues to discuss with your CoMET field representatives (bearing in mind that it may be illegal to say some things at certain times; e.g., to threaten the loss of benefits if employees join a union in response to an ongoing drive). But understand some facts.

First, as eloquent and accurate as ASFE's message to owners may be, few owners really seem to care about CoMET firms' problems, at least in areas where the workforce is already somewhat unionized. Owners don't want their projects delayed, be it by union strife or anything else. And while owners can't make it stop raining, they can make union-ordered work stoppages go away by the simple expedient of doing what the union wants.

Second, most ASFE Member Firms' CoMET field representatives seem to be opposed to unionization. Time after time, they have shunned union overtures. As such, the forthcoming talking points piece might be somewhat of a briefing paper to help Member Firms prepare a sermon for reading to the choir. Which is not to say that sermons won't help: They can, but much of what needs to be said needs to be said all along, not at the eleventh hour. People need to be reminded that firms invest in benefits (cross-training, continuing education, off-season assignments, etc.) because they promote loyalty, and loyalty promotes teamwork and productivity, while reducing turnover. If you wait too long to convey such messages; if you wait for a union representative to come knocking at your door, you may be unable to say much of what you want to say.

The real problem in most areas tends to be the most susceptible firms. Among these are the organizations that pay low wages and provide few benefits, precious little training, and next to no professional oversight. Why wouldn't employees of firms like that want to join a union? They have nothing to lose; nothing to take for granted. A union could target a firm like that (especially if it's fairly small), demonstrate its clout, and offer a deal to its owner: "Join the union now (rather than slug it out and lose), and we'll get you more business than you've ever had before." And it happens, giving the union the ability to repeat the tactic with similar firms. Then, once the union has several of the smaller (and now rapidly growing) firms in its camp, it can set its sights on a bigger, more powerful, more resistant firm. A firm like that can fight tooth and nail, but it might not be big enough, powerful enough, and rich enough to win on its own. Who will help?

If what happened in Chicago is an indicator, do not look to national associations for assistance. The only organization that today champions CoMET firms is ASFE, and we are limited in what we can do by virtue of our size and budget. We need to focus all our resources on getting our mission accomplished, because, otherwise, it won't get done. We can provide guidance (like this), but that's about it. And as for the local chapters of the national organizations CoMET firms support, somehow they just don't seem to be as concerned as some CoMET firms believe they should be.

One of the most important steps that could be taken, or so it seems, would be to establish a local organization to foster communication and professionalism among the CoMET "ranks." In those areas where such groups have been ongoing for a while, members derive significant benefits, and, to the best of our knowledge, none of these benefits have anything to do with countering a union organizing effort. That could be on the local agenda were such an effort to materialize, of course, and an ongoing, professional community of local firms can undoubtedly do far more about obtaining the assistance the local firms need. Advice from a good labor attorney is one type of assistance, and ASFE (as well as Chicago "veterans") can provide some good suggestions in that area. *Obtaining guidance from an anti-trust lawyer could also be important.* Anti-trust lawsuits were not pursued in Chicago, and might have had a significant impact on Local 150's progress.

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Pooling resources through a local organization also allows local firms to speak with other local associations in a united voice, possibly saying, if they absolutely have to, "If you don't support us, why should we support you?"

We certainly hope that what we've heard about Milwaukee, Minneapolis, and St. Louis is just another rumor. But whether it is or not, experience shows that the formation of independent CoMET groups – as in California, Texas, Colorado, Florida, and Washington, D.C. – can open the door to professional cooperation, and to the opportunities that only professional cooperation can provide.

ASFE's New Website ...continued from page 1

New member services are also available. These include *ASFE's Risky Business* and *The Best Virtual Trade Show on Earth*. *ASFE's Risky Business* is the most innovative and effective training tool ASFE has ever produced, in part because it permits every firm to put in its own questions and answers, such as those related to the history of the firm, the firm's financial management system, firm policies and procedures, and so on. The game can actually make training fun. *The Best Virtual Trade Show on Earth* will make it fast and easy to find resources and learn all about them. Thank you Information Technology Committee!

If you have questions about the new website, contact ASFE Membership Director Zach Fletcher (301/565-2733, ext. 227 or zach@asfe.org).

New ASFE Directory Enclosed

The new *ASFE Directory 2004-2005* is enclosed. It includes the 2004-05 Annual Plan and a list of ASFE resources, and it identifies ASFE's Board of Directors, committees, and task forces. Also included, of course, is information about our Member Firms and their offices, as well as our Associate Members. Additional copies of the *Directory* are available at our on-line bookstore (www.asfe.org). The information included in the *Directory* is also available on line, where it is kept up-to-date on a regular basis.

Save Real Time and Real Money ...continued from page 1

to all – ASFE Members and web-surfers alike – but some of the best pricing is reserved for ASFE members only. By virtue of your membership, you will receive notices of "show specials" that comprise special discounts Virtual Trade Show vendors are willing to provide only to ASFE members. (If it's not truly special, a trade show exhibitor is taken out of the show.)

Tell your colleagues and friends about this great new ASFE resource. The more people who use it, the more booths we can sell. The more booths we sell, the better the service becomes.

UPCOMING MEETINGS

Mark Your calendar!
Call ASFE (301/565-2733) for more information.

October 21-24, 2004
ASFE Fall Meeting
Marriott Camelback Inn
Scottsdale, AZ

April 14-17, 2005
ASFE Annual (Spring) Meeting
Four Seasons Hotel
Toronto, Canada

October 20-23, 2005
ASFE Fall Meeting
Renaissance Esmeralda Resort and Spa
Indian Wells, California



An international trade association established in 1969, ASFE develops programs, services, and materials to help geotechnical, environmental, and civil engineering firms prosper through professionalism.

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2004-2005 TRAINING SCHEDULE

Take advantage of ASFE training. Any number of firms will tell you that it's the best available. Go to the ASFE website for complete details (www.asfe.org/)

programs/) or contact Operations Director Ann Reed (ann@asfe.org or 301/565-2733, ext. 222).

DATE	LOCATION	CONTACT/SPONSOR	SEMINAR NAME
September 17	Union, WA	ACEC/Washington Loy Young 425/453-6655 loy@cecw.org	BYS: <i>Professional Practice 101: Essentials of Risk Management and Profitability</i>
November 1	Cambridge, MA	Harvard University Executive Education Seminar Program Margaret Moore de Chicojay 617/496-8728 mmoore@gsd.harvard.edu	PMTP: <i>Contract Fundamentals for Project Managers</i>
November 4	Lafayette, IN	19th Annual Civil Engineering Professional Development Seminar Indiana Section of ASCE and School of Engineering, Purdue University Contact: Dave Warder Warder86@atc-enviro.com	BYS: <i>Professional Practice 101: Essentials of Risk Management and Profitability</i>
December 3-4	Pittsburgh, PA	Pittsburgh Project Management Training Group Marlene Harbert Civil & Environmental Consultants 412/429-2324 mharbert@cecinc.com	PMTP: <i>The Written Word: What Project Managers Need to Know</i>
2005			
January 20	Williamsburg, VA	Schnabel Associates, Inc Rich Wargo 803/796-6240 rwargo@schnabel-eng.com	BYS: <i>Hassle-Free Selling for Project Managers</i>
January 22	Houston, TX	TCEL Jeffrey Roberts, P.E. 713/690-8989 jcroberts@terracon.com	BYS: <i>Field Representation: The Technician's Role on Site</i>
January 23	Austin, TX	Geofrontiers 2005 John Wooley jwooley@fugro.com	BYS: <i>Professional Practice 101: Essentials of Risk Management and Profitability</i>

For inquiries or to schedule a training program, contact Ann Reed (301/565-2733, ext. 222; ann@asfe.org).

Fall Meeting Set for Scottsdale Oct. 21-24 ...continued from page 1

Congressional Blue Dogs (fiscally conservative Democrats), will discuss the value technical professionals can bring to political debate and explain how to get involved. Other topics will include sustainable development goals and business opportunities, how this economic recovery is expected to differ from past ones, and the strategic use of employee benefits to attract, retain, and

engage great employees. Your colleagues will also describe case histories, provide an overview of new model contracts, discuss how professional activities develop key leadership skills, and present a dynamic Fundamentals of Professional Practice (FOPP) paper. If you haven't done so already, reserve now! [Details: www.asfe.org](http://www.asfe.org)

ASFE's Risky Business Is Now on Line ...continued from page 1

the financial management system), leave and other policies, and even clients. This is not to say that the new game does not come preloaded with good questions; it does, more than 300 divided into 13 quiz categories, in terms of topics (e.g., contracts and loss prevention) and personnel (e.g., administrative staff and project managers). The next version of the game, due out in less than a year, reportedly will have a *Jeopardy*-type feature, so that each player will be able to pick a category, assuming multiple players or multiple teams are involved. The game is such that it can also be played by one person.

Try the new game. When you download it a licensing agreement will appear. The agreement provides that the game is yours to use, free, for as long as your firm remains a member of ASFE. If your firm discontinues membership, however, you must either eliminate the game from all computers that

have it, or pay ASFE the "going rate," which, of course, is not inexpensive. Naturally, if you do drop the game, the questions and answers you've created for yourself are yours to keep, but the game program and ASFE's questions and answers are not.

But why would any firm drop membership in ASFE? We have always had an array of "stuff" that has made membership just about the biggest bargain a firm could find. And this year we are adding a significant amount more, with even more yet to come. Much of the new output has been produced by our intrepid Practice Education Committee, which is also responsible for *ASFE's Risky Business*. Committee member Douglas G. "Doug" Gifford, P.E. (*Haley & Aldrich, Inc.*) championed development of the new game, with able assistance from other members of the Committee and members of our Information Technology Committee as well. Thanks, all!

Become a Project Manager in Just 16 Hours.

Sure. And while you're at it, become a brain surgeon, too.

Face it: Today's project managers are really business managers. They have to understand financial management. Document management. Contract law. Marketing and sales. Client relations and communications. Ethics. Leadership and supervision. How to write, edit, and proof. They even have to know how to manage a project! It's not easy to teach all that, but ASFE can make it a lot easier.

The ASFE Project Manager Training Program comprises ten courses and 90 hours of instruction. Have ASFE put courses on for you or conduct them on your own. There's no real limit on how you optimize the courses' effectiveness, because no other program offers such extraordinary flexibility. And talk about a good price! All ten courses, including instructor's notes, are available free of charge; more if we also provide an instructor.

The ASFE Project Manager Training Program was created for firms just like yours. Find out more. Go to www.asfe.org (click "Programs" and then "Project Manager Training Program") or check **MS2** on p.16. Take advantage of a project manager training program designed for the real world.



Client as Named Insured on PLI: Guidance from Terra

Although a number of clients ask to be named insureds on their consultants' professional liability insurance (PLI) policies, "no professional liability insurance company we're aware of can do that," said David L. J. Coduto, CEO of Terra Insurance Company. Clients that request that they be added as named insureds "need to be told they cannot be," Mr. Coduto said, "so they are not given a false sense of security. Surprisingly enough, any number of consultants tell clients they can accommodate their request, because that's what clients want to hear. What clients should really want to hear is 'no.'"

This issue is discussed in "Engineers Cannot Provide 'Additional Insured' or 'Contractual Liability' Endorsements to Their Professional Liability Insurance," a new *Risk Management Advisory* PDF monograph available for free download at Terra's website (www.terrarrg.com).

According to the new monograph, clients should want to hear "no" because that would indicate that the consultant

they're dealing with is "conscientious, informed, and scrupulous." The monograph goes on to note that those who say "yes":

- "did not read the contract, and thus did not know that the contract contained provisions contrary to their E&O [errors and omissions] insurance; or
- [they] read the contract, but did not understand that it contained promises regarding their E&O insurance that they could not comply with; or
- they read the contract and understood it, but decided they could ignore its requirements."

The monograph provides some additional guidance on steps engineers can take to show clients that firms that have agreed to make them additional insureds on their PLI policies did not, in fact, do so.

MEMBER NEWS

GeoStructures, Inc. (Leesburg, VA): **Eric P. Hilberath** has joined the firm as Regional Mid-Atlantic Manager.

Kleinfelder, Inc. (San Diego, CA): **Russell "Russ" Carey** has been promoted to Chief Administrative Officer.

Lachel & Associates (Golden,

CO) has merged with **C. Felice & Company, LLC** (Seattle, WA) to form **Lachel Felice & Associates, Inc.** **Dennis Lachel, P.E.G., P.G.** is the new firm's Chief Executive Officer; **Conrad Felice, Ph.D., P.E.** is its President.

QORE, Inc. (Duluth, GA): **Colin Davis, P.E.** has been appointed

Vice President and Regional Manager of the firm's operations in the Carolinas.

Soil and Materials Engineers, Inc. (Plymouth, MI): **Debra Osuch, REM** was selected as one of the "Most Influential Women of 2004" by *Business Direct Weekly*.

NEW MEMBERS

We are pleased to welcome four new members to the ASFE fold. Our three newest **Member Firms** are:

Malcolm Pirnie, Inc. (17-17 Route 208 N., Fairlawn, NJ 07410; **tel** 201-797-7400; **fax** 201-797-4399) provides environmental engineering, science, and consulting services to public and private clients around the globe. The firm's Vice President is Robert S. "Rory" Johnston, P.E. (rjohnston@pirnie.com), a member of ASFE's Council of Fellows and ASFE President 1999-2000.

Tolunay-Wong Engineers, Inc. (10710 S. Sam Houston Parkway W., #100, Houston, TX 77031; **tel**

713-722-7064; **fax** 713-722-0319) performs geotechnical engineering, construction materials testing, and environmental engineering. The firm's CEO is Daniel Wong, P.E. (twei@tweinc.com).

Y-Squared Geotechnical (2379 E. Sunset Dr., Layton, UT 84041; **tel** 801-771-4209; **fax** 801-771-4864) provides geotechnical studies, Phase I environmental studies, geologic assessments, and materials testing services. The firm's principal is R. Jay Yahne, P.E. (jayyahne@aol.com).

We're also delighted to welcome a new **Associate Member/**

Practitioner: Priscilla P. Nelson, Ph.D. (National Science Foundation, Directorate for Engineering, 4201 Wilson Boulevard, Room 505, Arlington, VA 22230; **tel** 703-292-7018; **fax** 702-292-9013). Dr. Nelson is a Senior Advisor for the Directorate for Engineering at the National Science Foundation. Formerly a professor of Civil Engineering at The University of Texas at Austin, she has earned three advanced degrees including master's degrees in both geology and structural engineering, and a doctorate in geotechnical engineering. (pnelson@nsf.gov).

John Hribar Is ASFE's Newest Life Member

John A. Hribar, Ph.D., P.E. is ASFE's newest Individual Life Member. John is now just about fully retired from GAI Consultants, Inc., after a long and highly productive career with the firm. John has been active in ASFE almost since "day one," serving as our President during the 1980-81

term. He has also been an active member of the ASFE Council of Fellows. Individual Life Membership is bestowed by the Board on individuals who, prior to their retirement from practice, were conspicuously active members of our organization.

Geotech Consultants, Inc. Peer Reviewed

Lowering your risks, reducing office inefficiencies, creating happier clients and employees... You can't achieve outcomes like that by using off-the-shelf ideas. Unique challenges require unique responses, and ASFE **Peer Review** is the best available tool for getting "there" from where you are right now. Imagine having at your service a team of seasoned management consultants who are just as entrepreneurial as you; who have run firms just like yours; who have had to deal with just about every problem you've had to deal with; who will work with you, your clients, and your

staff to identify your firm's strengths and weaknesses; who will develop specific suggestions to help you achieve your objectives. **Geotech Consultants, Inc. (Bellevue, WA)** doesn't have to imagine any of that! As the most recent participant in ASFE **Peer Review**, it knows that every word of praise is true. There's nothing else out there as good as ASFE **Peer Review**. **Details: www.asfe.org (click Peer Review)**

Finding the Right Words

Finding just the right words to describe a recently fired (for cause) employee can sometimes be challenging, especially if you fear that your recommendation (or lack thereof) could become the basis of a lawsuit. The following suggestions came from – of all places! – the Sunday *New York Times* crossword puzzle of July 18, 2004, by Seth A. Abel. For example, suppose the former employee was sacked for being chronically absent. What could you say? Try this: "Finding him was pure luck." And for the worker who was dismissed for being a pathological liar:

"He was unbelievable at work." What about the fellow who was caught stealing from petty cash? Try, "He took change seriously." Did the fellow arrive at work each day on the tipsy side? Be honest. Simply say, "His skill is being wasted." As for that special someone who was dismissed for sexual harassment, an apt phrase might be, "We were all touched by him." And, finally, this all-purpose gem, uttered in response to, "We received his resume and, on paper at least, he looks like a good fit": "Waste no time calling him."

GRAPE PRESS

Every now and then a new (for us) wine comes along that attracts our attention because people we trust say it's good and, of course, "a real value" (i.e., cheap). That's what we heard about a wine called **Joel Gott Cabernet Sauvignon 2002**. The winery, located in the prestigious Oakville area of Napa Valley, is known principally for its Zinfandels (a varietal which you will not often find reviewed in this column). But the 2002 cab has just got to be better than the zins, because a good cab (in our prejudiced mind) beats a great zin any day. And the 2002 cab is a lot better than just

good. Blended of grapes from Napa Valley, Sonoma, and Lodi, the wine exhibits a deep ruby color mixed with some purple at the edges, immediately prompting more than just a few mmmms, in hopes that the aroma and taste will follow. Good news: They do. The aroma hints of raspberries, chocolate, and black cherries. The first taste confirms what the nose discerned, revealing also a round young wine that clearly is ready for sipping now. The first thing you taste is sweet fruit, followed by dark cherries and a hint of chocolate or mocha. The finish is surprisingly long for a wine

this young and inexpensive. We paid about \$14 a bottle, but we've seen it advertised for as little as \$12.50. How long will it last in a properly conditioned cellar? Probably three years at least, and maybe longer than that. But this is one of those rare finds that tastes great now and truly creates value for the consumer. For information on finding the wine in a store near you, contact Joel Gott Wine (945 Main Street/St. Helena, CA 94574) by phone (707/963-3365) or e-mail (info@gottwines.com).

EPA Gives \$75.4 Million for Brownfield Projects

Communities in 42 states and Puerto Rico will share \$75.4 million in EPA brownfields grants to help revitalize former industrial and commercial sites, turning them from problem properties to productive community use. In all, 219 applicants, including five tribal nations, will receive 265 grants.

- 155 assessment grants (\$37.6 million) will be used to conduct planning for eventual clean-up at one or more brownfield sites or as part of a communitywide effort.

- 92 clean-up grants (\$16.9 million) will go to grant recipients to fund clean-up activities at brownfield sites they own.
- 18 revolving loan fund grants (\$20.9 million) will help communities capitalize a revolving loan fund and provide subgrants for clean-up activities at brownfields sites. (Revolving loan funds are generally used to provide low- or zero-interest loans for clean-ups.)

Details: www.epa.gov/brownfields/bfwhere.htm

Celebrating Women Engineers

Encourage women to enter engineering by joining ASFE and a coalition of more than 50 engineering organizations in supporting the Extraordinary Women Engineers Project (EWEPE). The project's flagship publication, *Women Engineers: Extraordinary Stories of How They Changed Our World*, will include names of firms and individuals who

contribute \$250 or more. This richly illustrated book, which profiles the achievements of more than 100 women engineers, will be accompanied by a television documentary, a public awareness campaign, and a national educational outreach program. **Details:** www.engineeringwomen.org

DR. ENGLISH

Which is it? A "man-eating shark" or a "man eating shark"? The message conveyed – rather significant, because it connotes who's eating what – depends on the hyphen. Also known as an en-dash (from the days when people actually set type; ens and ems being measures of width), a hyphen can serve a variety of purposes, providing you know how to use it:

To combine two nouns to form one compound noun, such as cure-all or cease-fire. (However, after a compound word is used so much the grammar police consider it common, the hyphen can be dropped in order to form a new nonhyphenated word (e.g., houseboat or keyword).) Nonetheless, for whatever reason, a hyphen is not used when connoting someone's rank or title (vice president or attorney general) or a chemical compound (sodium chloride).

To convert a nonhyphenated compound verb to a noun, such as "site clean-up" vs. "clean up the site" or "use the log-in button" vs. "log in where indicated." In these cases, too, common status permits dropping of the hyphen, although the good doctor will never get used

to cleanup and login.

To combine two words to create a compound modifier, especially when the first word is: *cross* (cross-purposes), *double* (double-breasted), *great* (great-aunt), *heavy* (heavy-handed), *ill* (ill-advised), *light* (light-hearted), *single* (single-minded), and *well* (well-behaved). However, many hyphenated compound modifiers used as adjectives before a noun become nonhyphenated modifiers when used as adverbs describing a verb; e.g., "The battered, old grammarian endured a hand-to-mouth existence." vs. "The battered, old grammarian lived hand to mouth." Note that hyphens are not used when the first word of a compound modifier is an adverb ending in *ly*; e.g., "You'd think the rules about hyphens were a carefully guarded secret."

To distinguish a less common meaning of a word from its customary usage; e.g., "Smith will resign as coach if the team doesn't re-sign Smith." or "The cleaner will de-spot the robe of the despot."

To prevent confusion when a prefix duplicates a letter (anti-infla-

tionary or pre-eminent), joins a proper noun or adjective (anti-American or mid-August), or joins a main word (co-worker or ex-wife).

To denote numbers under one hundred (twenty-five or Fifty-Second Street).

When using fractions as adjectives (two-thirds majority or one-half cup), unless the numerator or denominator is already hyphenated (one thirty-second period or forty-five hundredths of a mile). (When a fraction is used as a noun, the hyphen is optional; e.g., "one fifth of the class" or "one-fifth of the class.")

When expressing a decade in words (nineteen-eighties).

To cite a range of numbers (pages 98-130. But please do not write, "From 98-130").

To designate syllables (en-cy-clope-di-a). And note that a word that needs to continue on the next line should be split at a syllable.

To designate stuttering or slobbering speech; e.g., "Th- Th- Th- That's all, folks."

GETTING PAID

A delayed payment from what's usually a prompt-payer may be caused by a problem on your project, client financial problems, or merely the fact that your client has a new computer system or billing process. Each of these situations

has implications for your business; keep an eye on client payment patterns. If you notice a change, call the client. If the delay is an aberration – e.g., the learning curve with a new computer system – your call would demonstrate your

diligence and the value you place on your business relationships. If the delay is the result of a problem, the sooner you learn about it the better, so you can deal with it while it's still a molehill.

ASFE Case Histories 85 and 86 Enclosed

Established in the early 1970s, the *ASFE Case History* series comprises examples of good projects gone bad. Each details what happens and the extremely valuable lessons learned. These lessons comprise the backbone of all of ASFE's training: We try to learn the lessons of history so we do not repeat mistakes of the past. Enclosed with this *NewsLog* are the two newest additions to the series, nos. 85 and 86:

ASFE Case History 85: A firm retained on an on-call basis conducted 282 moisture and density tests during backfilling of utility lines in a housing subdivision. Ten months after completion of the infrastructure, the ground surface and sidewalks settled over the sanitary lines in three areas. The principal-in-charge reviewed test data, spoke with the resident engineer on the project, and concluded that his firm was not at fault. Nonetheless, his firm provided \$6,000 worth of remedial work to fix the problem and convinced the contractor to cooperate, too. As a result, the Member Firm avoided litigation and gained a "client for life."

ASFE Case History 86: A "dream home" built on expansive soil and nonexpansive sandstone began to move about eight months after construction. The geotechnical engineer's report warned of the risks, noted that a slope stability analysis had intentionally been excluded from the scope of service, and advised that such an analysis should be done. The owner retained a well-known hired gun expert who said the Member Firm was at fault, but the Member Firm learned, through discovery, that the builder leveled the excavation by as much as 18 inches, without any geotechnical engineering observations or tests. Unfortunately, the builder was bankrupt and many of the other parties, except the geotechnical engineer, were insufficiently insured. The geotechnical engineer became the proverbial deep pocket.

Obtain additional copies of these new *ASFE Case Histories* at the ASFE on-line bookstore (www.asfe.org). There you'll find *Derailed by Dispute*, an outstanding CD-ROM that contains *ASFE Case Histories 1-76*, as well as *ASFE Case Histories 77-84*.

ASFE Inaugurates New Case History Series

Hats off to the Practice Education Committee for launching the all-new *Issues in Practice Management* case history series. Unlike our long-running *ASFE Case History* series, which focuses on project management issues, the new series addresses practice management concerns, such as human resources and branch management. The first two *Issues in Practice Management* case histories (synopsized below) are enclosed with this edition of *NewsLog*.

Issues in Practice Management Case History 1: A firm expanded into another state by forming a subsidiary company rather than a branch office. The subsidiary's manager, who was allowed to purchase an equity interest in the new company, produced excellent profits, but unfairly boasted of "supporting" the parent company. Senior management of the parent organization didn't want to "make waves," even though the subsidiary's manager showed contempt for integrating office procedures and participating in strategic planning. Sudden resignations and rumors of the firm's demise caused a downward spiral that threatened the continued viability of the otherwise solid firm. It survived, and its man-

agement learned important – and costly – lessons about early warning signs and "keyman" hires.

Issues in Practice Management Case History 2: A firm's new employee discovered that he had a curable form of cancer. His short tenure with the firm made him ineligible for paid medical leave or any unpaid FMLA leave, however. Sensing that he might be a good long-term fit, the firm helped him accelerate his eligibility for paid leave and granted him unpaid leave. Then came September 11, 2001 and the subsequent economic downturn that triggered large layoffs at the firm. The firm delayed laying off the new employee until he declared himself cancer-free. Of the several hundred people let go, only this employee filed a claim with the EEOC. Learn how the company's willingness to bend company policy for altruistic reasons was counted against it.

The new case histories are available for download at www.asfe.org. For an additional hard copy of each, check **MS3** on p.16.

Ethics and the MBA

Three teams of idealistic MBA students participated in a business simulation designed to balance business competition and ethics. Each team ran a company in the cut-throat computer-hardware industry and tried to maximize revenue, minimize costs, and beat back competitors. Over the three-day game, each quarter on the calendar lasted for 30 minutes, requiring rapid decisions. The teams, *InfoMaster*, *Starr Computing Company*, and *General Data Machines, Inc.*, were vying for a cash prize and a chance to perform before a high-level review panel.

Students began by preaching virtue. Team members promised to equally share prize money and those selected as executives paid themselves little if any salary. Drawing from textbook principles, teams used collaborative decision-making and spent money on corporate-culture initiatives at the expense of new products. *InfoMaster* established a separate “ethics team.”

As the game progressed, teams succumbed to everyday challenges of making numbers and whipping the competition. The game proved so realistic that some students were stunned that, under pressure, they readily cut corners they had vowed never to cut; e.g., purchasing cheaper components or hiring cheaper workers for greater production and skimping on training and quality control for quicker introduction of new products. Crises throughout the simulation heightened the challenge.

- Teams learned that employees were using pirated copies of software. All three executives quickly spent large sums of cash for licenses.
- A newly hired employee at each company had stolen software from a competitor, and the stolen code was now used in the company's highest-margin products. *General Data* and *Starr* both negotiated a license with the competitor. *InfoMaster*, despite its ethics team, just waited to get caught.
- Each team was faced with a toxic-waste issue at a nearby river. *General Data* dredged the river and publicly addressed the issue, even though it doubted corporate responsibility for the pollution. Its approach incurred cost and reduced revenues. *InfoMaster* kept quiet on the toxic-waste issue, paid for a minimal cleanup, and referred the matter to its insurance carrier, hoping to collect. It was unwilling to cease production for a quarter, which a thorough clean-up would have required. *Starr* took a more moderate course.

Foreign plants of each company received a terrorist threat.

**STARR EVACUATED
AMERICANS, TOUGHENED
SECURITY AT ITS FACTORY,
BOOSTED INSURANCE
COVERAGE, AND ABAN-
DONED A PRODUCT LINE.**

- Foreign plants of each company received a terrorist threat. Executives were warned that additional security was necessary to prevent collapse of the factory. For *InfoMaster*, the company budget was on the line. The company had to either shut down production or keep churning out hot-selling products (“Projects we launch now are going to generate revenue for us”). The executives opted for production, but evacuated Americans from the factory. *General Data* moved its production to a more stable country, losing substantial revenue. *Starr*

evacuated Americans, toughened security at its factory, boosted insurance coverage, and abandoned a product line. A bomb at the *InfoMaster* plant killed 350 people, though no Americans. “Companies do make decisions they think are best for the long term, and sometimes they aren’t; we tried to even out our risks” was the team’s rationalization. “I don’t think we regret our decisions, we learn from them.”

Each company had to present its results to a board of directors: Jim Schneider, Dell’s CFO; Bob Loeffler, chief operating officer at H.E. Butt Grocery Co., a major regional food retailer; and Jane Hickie, managing

director at Public Strategies, Inc., a public-affairs consulting firm. At the end of eight quarters, *InfoMaster* had the most revenue, despite the bombing, followed by *Starr* and *General Data*.

InfoMaster recounted its remarkable revenue success, along with an internal survey of employees that found 100% job satisfaction. The firm had a companywide picnic at the end of one quarter, full profit-sharing, low executive pay, and a flat hierarchy, directors were told. Dell’s Schneider – appalled by the concept of only protecting American employees – wondered whether the employee-satisfaction survey included foreign workers. “We thought we could reduce the risk sufficiently and still produce a return to shareholders,” said a grimacing “ethics official” who had a real interview scheduled with Dell.

In closed-door deliberations, the board members weighed which management team they most wanted to run their companies. *General Data*, though it had been strong ethically, struggled with poor quality, they noted. *Starr*, despite cash-flow problems, was the compromise choice for the \$11,000 prize because it had minimized risks and still produced solid revenue and strong product lines. “*InfoMaster* would have been fine if they hadn’t chosen PR over lives,” said H.E. Butt Grocery’s Loeffler. **Details:** www.WSJ.com, published May 13, 2004

We're Pleased To Recognize Brilliance, Hat-wise, When We Read about It

Thanks to *Time* for reporting this gem about Kimberly Arena, a paralegal at the New York City law firm of Paul, Weiss, Rifkind, Wharton & Garrison. Kimberly's boss asked her to identify some of the best sushi restaurants in the area, so

she conducted some research and submitted a memo that concluded, "I would hope you find the report helpful in choosing the restaurant from which your dinner will be ordered on a going-forward basis." Paging Dr. English! Code blue!

New Environmental Services Proposal Insert Sheet

ASFE has published *Important Information about This Geoenvironmental Services Proposal*, an insert sheet only ASFE Member Firms may include with proposals to alert clients to a variety of important issues. Use of the insert sheet can help Member Firms' proposals stand out from others' and lead to a better-developed scope of service, among other benefits.

Important Information about This Geoenvironmental Services Proposal stresses that standard practices and standard guides, such as those issued by ASTM, cannot possibly consider the innumerable project-specific variables geoenvironmental professionals need to evaluate in order to develop a scope of service best suited for a given client and given engagement. As such, the performance of

the professionals selected to perform geoenvironmental services makes all the difference. The client needs to select those professionals with care, the insert sheet advises, and should meet with them to discuss the project and alternative approaches to it, and to create the scope of service.

The insert sheet also addresses third-party reliance, the potential for report misinterpretation, problems created by "overreliance" on a report's recommendations, the impact of change, the need to "expect the unexpected," and the potential for cross-contamination, among other issues. A free copy is enclosed with this *NewsLog*. Order a supply by using the form below. Note that a special introductory pricing is in effect.

MEMBERS ONLY ORDER FORM

Order a supply of ASFE's new *Important Information about This Geoenvironmental Services Proposal* insert sheets. Special introductory prices apply to orders postmarked by 11/15/04: \$20/100 sheets and \$90/500 sheets. The purchase price after November 15th will be \$30/100 sheets and \$125/500 sheets. Contact us today. Fax this form with your credit card number; mail a copy with your check; or just call or email with your credit card information.

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Avoiding Workplace Harassment Claims

Commenting on someone's appearance might be a federal case, depending on who makes the comment and how. Is the comment a harmless pleasantry, a silly little flirtation, or a sexual suggestion? Was a Generation Xer being too direct and informal with an older colleague, or was it just a misinterpretation of a supervisor's remark? As an employer, you are accountable for the work environment. An isolated comment probably will not constitute "sexual harassment," but is one comment all you will find once you start digging into the matter? And dig you must.

Sexual harassment takes two forms: (1) *hostile work environment*, when unwelcome and inappropriate sexually based behavior renders the workplace atmosphere intimidating, hostile, or offensive; and (2) *quid pro quo*, "this for that," when a supervisor demands sexual favors in exchange for getting or keeping a job, securing a promotion, or getting a raise or other benefit. As an employer, you are vicariously liable for your supervisors and *quid pro quo* harassment, although this liability is limited somewhat by a two-pronged affirmative defense: (a) you exercised reasonable care to prevent and promptly correct sexually harassing behavior, and (b) your employee unreasonably failed to take advantage of your preventive or corrective procedures.

Have you exercised "reasonable care" to prevent sexual harassment, both to avoid legal liability and to create a respectful work environment where employees can focus on projects rather than misunderstandings? If you have not done so already, **create a written policy that:**

- **Includes everyone.** Principals, supervisors, field representatives, and support staff all should be equally bound by your anti-

harassment policy. Because client harassment can create a hostile environment for your employees, indirectly include them in your written policy as well.

**As an employer,
YOU ARE VICARIOUSLY
LIABLE FOR YOUR
SUPERVISORS AND QUID
PRO QUO HARASSMENT**

- **Defines unacceptable conduct.** Eliminate the "I didn't know" defense, which is often really an "I didn't think we actually took this stuff seriously" defense. Define, and give examples of, unacceptable conduct. Develop an appropriate "office romance" policy. But don't stop at sex. Harassment based on race, religion, age, and disability is also unwelcome and illegal. Limit what will be tolerated in the workplace, on business trips, and at employment-related social functions, bearing in mind that respect in the workplace fosters good morale, teamwork, and productivity, not litigation.
- **Identifies who can receive and investigate a complaint.** Give employees options. A small firm may direct complaints to the owner, with a bypass if the owner is the perceived harasser. A large firm may develop a list of women and men or designate qualifications by position in the firm. Tell employees to err on the side of reporting problems – whenever another employee makes them feel awkward or hurt. Small prob-

lems left unaddressed can embolden the harasser and escalate the offensive conduct.

- **Describes the investigation process.** Establish procedures to investigate each complaint and ensure that all are promptly, thoroughly, and uniformly reviewed. Caution against quick dismissal of "frivolous" complaints. Ensure due process for the alleged harasser. Suggest target time frames to keep the process moving along. Approve various fact-finding tools, such as interviews and cubicle/office searches, but take steps to eliminate claims of invasion of privacy or defamation when using these tools. If the investigation is outsourced to a third party, consider any implications and additional legal responsibilities under the Fair Credit Reporting Act (FCRA).
- **Prohibits retaliation.** Retaliation is a separate cause of action under Title VII and often easier to prove than the underlying harassment. Prohibit any employment decision until the complaint has been resolved. Monitor the alleged harasser and look for attempted payback. E-mails can be especially troubling: They often are sent in haste and contain things the sender won't say face-to-face.
- **Educates your employees.** Tailor the education to each particular audience. Distribute the policy and make it available in reference documents, such as an employee handbook, to deter misconduct and empower employees to report problems. Provide extra attention to supervisors to help them counsel subordinates and prevent rationaliz-

continued on page 13

ing conduct (“that’s just the way she is, she doesn’t mean anything by it” or “boys will be boys”). Give more information and specialized training to those who will investigate and resolve complaints.

- **Resolves the problem.** Adopt a fair, not exaggerated response. Modifying behavior, separating employees, and training might be options. Terminating a frequent offender might be another. Counseling and other assistance might be available through a corporate Employee Assistance Program (EAP) or the firm’s

workers’ compensation insurer.

- **Documents the process.** Document the complaint and investigation process, but protect the confidentiality of these records. If an employee ultimately decides to pursue litigation, make sure that you can find the documents and explain them to your lawyer.
- **Requires alternative dispute resolution.** Why expose yourself to employment practices litigation when you don’t have to? ASFE has available a model policy that requires employees to mediate

any disputes and, if mediation fails, to arbitrate it. If you do not avail yourself of a policy like this, you are leaving yourself open to a potentially ruinous lawsuit. Do you have employment practices liability insurance (EPLI)? If you do, but do not have an ADR system in place for resolving employee complaints, why not? Having an ADR policy could make a hefty difference in the premium you pay. And if you have neither EPLI nor ADR, why not? To obtain the ASFE model policy, check [MS4](#) on p.16.

Details: www.eeoc.gov/types/sexual_harassment.html

Employee Benefits Costs: Up, Up, and Away

Employee benefit costs rose to 42.3% of payroll in 2002 – to an average \$18,000 – up from 39% in 2001, according to the United

States Chamber of Commerce. The average benefits package consisted of \$6,300 for medical benefits, \$5,000 for paid time off, and \$2,600

for retirement. Medical costs rose from 11% of payroll costs in 2001 to 15.2% in 2002. **Details:** www.uschamber.com

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“Someday, all this will be infrastructure.”

Engineering Services Integral to Highway Construction; Claim against Engineer Must Be Arbitrated

The North Dakota Department of Transportation (NDDOT) entered into various contracts for work on Highway 281. Through one it engaged Gratech Company, Ltd. (Gratech) for grading, aggregate base course, and incidentals. Through another it retained Wold Engineering, P.C. (Wold) for "construction engineering work" such as staking, sampling and testing of materials, and preparing "the required engineering and administrative documents as required by NDDOT."

During construction, Gratech encountered difficult soil conditions and requested extra money for additional, unforeseen work. NDDOT denied Gratech's claim on the ground that the work involved was common excavation covered by the contract. Gratech and NDDOT then scheduled a date for the required arbitration because

their contract incorporated a state statute requiring arbitration of "[a]ll controversies arising out of any contract for the construction or repair of highways...."

At the same time that Gratech was preparing to arbitrate with NDDOT, it filed suit against Wold for professional negligence, bad-faith performance of duty, improper contract interpretation (to induce Gratech to change its position), misrepresentation of contract plans and specifications, and deceit. The trial court summarily dismissed the claim until the parties first pursued arbitration under the state statute. Gratech appealed the decision to the Supreme Court of North Dakota, to no avail.

Gratech argued that the arbitration requirement was limited to contractual disputes, while its lawsuit was based on tort law. The Court dis-

agreed, noting that *all controversies* arising from highway work had to be arbitrated under the law, regardless of characterization of the claim. Tort claims that were directly and closely related to Wold's contractual performance were deemed to fall within the scope of the Wold's contract, despite the "tort" (not "contract") classification.

Gratech also argued that Wold did not perform "construction work." The Court refused to interpret the statute so narrowly. It found that engineering and other professional services play an integral part in the construction process. Both parties had a contract with NDDOT for the same highway project, so any controversies between them were first subject to arbitration. (***Gratech Company, Ltd. V. Wold Engineering, P.C.*, 672 N.W.2d 672 (ND 2003)**)

Owner's Contract Affects Insurer's Subrogation

Snow accumulation caused the partial collapse of a newly erected addition to an Indiana industrial building. Fortunately, the owner – Action Steel, Inc. – had purchased an insurance policy from Midwestern Indemnity Company (Midwestern) after completion of the work. Midwestern covered Action Steel's damages (\$1.4 million, including \$45,000 for building contents), then subrogated against Varco-Pruden Building (Varco), which designed and manufactured the addition, and Systems Builders, Inc., the general contractor that had erected the addition on site. Acting on behalf of the owner, Midwestern alleged negligence, breach of express warranty, breach of implied warranty, and breach of contract by both Varco and Systems Builders.

The contract between Action Steel and Systems Builders incorporated AIA's standard General Conditions A201, which provides for waiver of subrogation against all parties to the contract and their subcontractors and agents if the loss is covered by insurance. The language included insurance purchased under the contract or "other property insurance applicable to the Work." Midwestern argued that it was not bound by the waiver, because the work had been completed before the insurance policy was purchased. But a trial court disagreed. It found that the owner's policy from Midwestern comprised "other property insurance applicable to the Work" and dismissed Midwestern's suits.

The Indiana Court of Appeals agreed that the trial court was cor-

rect to have dismissed the three contractual liability matters. Even though the contractor had finished work and had no insurable interest in the property, the Court noted that the waiver was not affected by any time limits, nor were the references to insurance coverages so vague as to be unenforceable.

The Court reversed in part on the negligence theory. While the Court affirmed that the waiver applied equally to contract and negligence, it found that the owner's personal contents were not part of the construction contract and so were not affected by its waiver provisions. Accordingly, the Court of Appeals held that a negligence action could proceed to determine whether errors or omissions caused the collapse and obligated a payment of

continued on page 15

\$45,000 as compensation for the loss of the owner's personal contents. The Court also found that further proceedings before a jury were justified given that an expert hired by Midwestern – a structural engineer

with significant experience with pre-engineered metal buildings – said that the roof system was not adequately designed for anticipated loads. Of course, given the cost of additional proceedings, and the com-

paratively small amount of money involved, it's highly doubtful that any additional jury proceedings will occur. (*Midwestern Indemnity Company v. Systems Builders, Inc.*, 801 N.E.2d 661 (Ind.App. 2004))

State Not So Sovereignly Immune

The Battle Ridge Companies (Battle Ridge) widened and relocated a highway section for the North Carolina Department of Transportation (NCDOT), but it failed to meet its deadline. NCDOT withheld liquidated damages and Battle Ridge objected. It claimed that the delay stemmed not from something it had or had not done, but rather from NCDOT's defective plans and specifications. As such, Battle Ridge said, NCDOT was required to remit the amount withheld plus additional compensation. The State Highway Administrator denied Battle Ridge's claim and

Battle Ridge sued. The trial court dismissed Battle Ridge's suit on the basis of sovereign immunity.

Battle Ridge appealed the trial court's decision and the North Carolina Court of Appeals sided with the contractor. Although state governments do have immunity, the Court said, state legislatures can waive it and consent to certain types of lawsuits. In North Carolina, a valid state contract implicitly waives immunity for breach of contract lawsuits, whether or not the contract specifically addresses the dispute. The only requirement is for the

claimant to first pursue the action administratively, as described by the statute, which Battle Ridge had done. Because plans and specifications constitute "positive representations" upon which a contractor can rely, the Court held it would be unfair to force Battle Ridge to absorb the costs of adhering to NCDOT's allegedly flawed guidance. Therefore, Battle Ridge was permitted to proceed toward trial on its claims, to try to prove its allegations. (*Battle Ridge Companies v. North Carolina Department of Transportation*, 587 S.E.2d 426 (N.C.App. 2003))

Health Insurance Cost Tops List of Small Businesses' Woes

Health insurance, liability insurance, and workers' compensation are the top three problems facing America's small-business owners, according to *Small-Business Problems & Priorities*, the report of a study conducted by the National Federation of Independent Business' NFIB Research Foundation and Wells Fargo.

Although "health-care cost" has been the number-one problem since 1986, it generated even more concern in the most recent survey, when the number of respondents citing the issue as "critical" (the most severe rating) spiked dramatically. In 2000, 47% of the respondents characterized health-care costs as critical. In 2004, two-thirds did so.

"While there might be some disagreement among small-business owners about many problems, the cost of health care is a critical concern that is prevalent across all regions, industries and businesses of all ages," said Foundation Senior Research Fellow Bruce D. Phillips. "No other single problem can touch health-care costs in terms of either the unanimity or intensity of concern it generates among small-business owners."

Five of the top ten problems worrying small-business owners appeared in the "costs" category. In addition to health insur-

ance, they included the cost and availability of liability insurance, workers' compensation costs, energy costs (natural gas, gasoline, propane diesel, and fuel oil), and electricity rates, with some of these varying based on geographic region and industry. For example, the ability to "cost-effectively advertise" ranked 24th overall, but ranked higher for firms in the finance and trade industries, and for those owners that sell to one or two firms.

"This year's list makes it pretty clear that many of small-business owners' most serious problems are politically generated, rather than spawned from free-market competition," Phillips noted. "Small-business owners consider the daily burdens of healthcare cost, taxation and regulation far more difficult to deal with than what candidates are discussing on the evening news. Their most vexing challenges are worries about unfunded and unnecessary mandates that stifle growth and keep small businesses from doing what they do best – moving our economy forward."

The latest *Small-Business Problems & Priorities* report is based on responses of 4,603 small-business owners nationwide. Respondents rated each of 75 possible business problems on a scale of 1 to 7, with 1 indicating a "critical" problem and 7 indicating "not a problem." **Details: 202/554-9000**

Consultant Selection: What Clients Are Being Told

What will clients be looking for when it comes to selecting an environmental consultant? Obviously, if you knew that, you would be able to respond better to their requests. And now you can know that. The New York State Small Business Assistance Program has published *Choosing an*

Environmental Consultant: Guidance for Small Businesses. The document's purpose is to guide readers through the proposal process, identify questions to ask, give hints on proposal review, and provide negotiating tips. **Details:** www.getf.org/file/toolmanager/O16F8497.pdf

YOU'VE JUST GOT TO BE KIDDING

Americans are not the only ones who have to deal with serious doping scandals. Australians have their share of them, too, especially on the highly competitive agricultural show circuit. So, they've been injecting their cows with steroids, you suspect. Nope. Because size of the cow doesn't really matter that much. Much more important is a cow's general appearance, which is why owners spend hours shampooing

and otherwise beautifying their beasts before having them sashay before the judges. And another key factor, of course, is the size and shape of the cow's udders. And that's where the problem comes in. It seems that farmers have long been suspected of super-gluing their cows' teats shut to stop milk leakage, but no one could prove it. Now, an even more flagrant violation has been detected and, for the

first time ever, two cow groomers and two cow owners have been ejected from the dairy section of Brisbane's Royal Queensland Show. According to Vivian Edwards, a spokesperson for the Show, the four were caught injecting performance-enhancing substances into their cows' udders to enlarge them. The four were disqualified for "udder tampering." (In America it's called aesthetic surgery.)

PROFESSIONAL SELLING

Effectively marketing your firm's services requires knowledge of your competitors. While it may not be helpful to say "We're better than So & So because..." it can be helpful to say "Our strengths are..." with tacit – but specific reference – to areas where you and your competitors differ. Where do you get the information? The Internet is a good place to start. Search engines can find a wide array of news articles about,

and images of, competitive companies. Try www.isleuth.com or <http://altavista.com> or <http://groups.google.com>. Competitor analysis is also available for a fee, from sources such as www.trellian.com, www.digitalvigilance.com, and www.hoovers.com. The competitor's own website can be helpful. Look at the projects highlighted, the technology noted, and the expertise of any new hires. And,

of course, speak with those that provide products and services you use in business and specify for projects. Chances are they serve your competitor, too, and so are aware of "scuttlebutt." Why should they treat you special? Well, if you're their favorite client they will. How do you make that happen? Simple: Treat them just the way your favorite clients treat you. Be respectful. Don't ask for bids. Don't nickel and dime.

SEPTEMBER/OCTOBER NEWSLOG MEMBER SERVICE FORM

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