



**PERRY INTERNATIONAL, LTD.**

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## LYNN B. LARSEN, ESQ. (RET)

### EXECUTIVE ADVISOR AND DELAY EXPERT

- Mr. Larsen has 48 years of international project experience. He is a former construction trial attorney, a practicing arbitrator and member of Dispute Review Boards, a schedule delay and damages expert, a Certified Forensic Claims Consultant (CFCC), and Past President of the Utah Chapter of the Association for the Advancement of Cost Engineering, International (AACE, Int.).
- His specialty expertise is forensic scheduling and cost analysis and he provides expert testimony on delay, disruption, and damages. He is a proficient operator of Primavera P3, P6, and MS Project scheduling software and has been preparing and analyzing retrospective schedule delay analyses since the year 2000.
- In addition, Mr. Larsen provides expert testimony on construction disputes pertaining to business practices, surety issues, fraud allegations, and contract interpretations and procedures.
- His construction project experience includes heavy civil engineering projects including bridges, dams, and highways; industrial projects; infrastructure projects including airports, treatment plants, power plants and transmission lines, pipelines, and water and sewer projects; and marque building projects such as sports arenas, high rise buildings, commercial centers, condominium developments and conversions, casinos, court houses, prisons, hospitals, and automobile factories.

### EDUCATION

- Juris Doctor in Law *with honors*, George Washington University, 1975
- M.S. in Engineering, University of Washington, 1971
- B.A. in Mathematics, *magna cum laude*, University of Utah, 1969

### LICENSES AND CERTIFICATES

- Martindale Hubbell peer rated AV® Preeminent™ (1984 to date)
  - Inactive Member of the Colorado, Utah, and California bars. Past member D.C. and Virginia bars.
  - Certified Forensic Claims Consultant (2014 to date)
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**EXPERT EXPERIENCE**

- Project Management, Expert Witness, and Claims Consultant (2000 to Present).
- Arbitrator for American Arbitration Association (AAA) (1985 to Present).
- Arbitrator/Mediator/Expert for Construction Dispute Resolution Services (CDRS) (2015 to present).
- Dispute Resolution Boards (DRBs) (2000 to Present) including current panel memberships for the Departments of Transportation for the States of California, Colorado, Idaho, and Nevada.
- Construction Contract Litigator/Arbitrator in Private Law Practice (1975 to 2000).
- Contracting Officer for the CIA (1973 to 1974).

**DEPOSITION AND TRIAL TESTIMONY AS EXPERT WITNESS**

- All cases since 2017 (within the past four years) have settled after publication of expert report before trial or deposition testimony. Mr. Larsen has been involved in matters pending in the following jurisdictions:
  - US District courts in the US States of Arizona, California, Colorado, Florida, Idaho, Nevada, Utah, Virginia, Washington DC, Washington State, and Wyoming.
  - State courts in the US States of Arizona, California, Colorado, Utah, Virginia, and Washington DC.
  - Federal Contract Boards for projects in Washington DC, Washington State, and Virginia.
- Mr. Larsen's deposition and trial testimony as an Expert Witness in years prior include the following matters:
  - Bodell Construction vs. Portico Development. Provided deposition and trial testimony on behalf of contractor, Bodell Construction against developer Portico regarding delays and disruptions on new construction of condominium project.
  - Performance Construction vs. U.S. Navy. Provided trial testimony on behalf of Performance Construction against U.S. Navy regarding delays and disruptions on a housing project at a naval base in Bremerton, Washington.
  - Harding Mechanical vs. UPA Resort Construction. Provided trial testimony on behalf of Harding Mechanical, subcontractor, against UPA Resort Construction, general contractor, regarding plan deficiencies and impact on performance on a condominium development.
  - Stevensen vs. Watts Construction. Provided trial testimony on behalf of Stevensen, financial partner, against Watts Construction, development partner, regarding contract interpretation and industry practice involving a condominium conversion.



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- United States vs. John Higgins. Provided trial testimony on behalf United States against John Higgins involving business practices and trade customs.
- Diamond Lofts Venture vs. Buchanan Yonushewski Group (BYG). Provided deposition testimony on behalf of BYG, architect and Construction Manager, against developer, Diamond Lofts Venture, involving contract interpretation, industry practice, and trade custom.
- AVB vs. Turner. Provided trial testimony on behalf of developer AVB Picadilly LLC against Contractor, Turner Construction Co., regarding damages and delays.
- Busch vs. Gonzales Painting. Provided trial testimony on behalf of Busch against subcontractor Gonzales regarding federal procurement and claims procedures.
- KGL Associates vs. Denison Mines. Provided deposition and hearing testimony on behalf of contractor KGL against owner Denison Mines and owner's construction manager, Geosyntec, regarding damages, disruptions, and delays.
- WPH vs. Inklyne Construction. Provided hearing testimony on behalf of contractor Inklyne Construction against owner regarding damages, delays, payment process, and termination standards.
- C-Burns Construction LLC vs. Innosys Inc and Innovate, LLC. Provided trial testimony on behalf of owner Innosys against general contractor regarding damages, statutory construction, fraud, contract interpretation, and industry customs and practices.

### RECENT SEMINAR PRESENTATIONS<sup>1</sup>

- 06/2017 “Optimizing the Resolution of Construction Contract Disputes;” AACE National Convention.
- 03/2017 “Optimizing the Resolution of Construction Contract Disputes;” ASCE Construction Institute.
- 12/2016 “Optimizing the Resolution of Construction Contract Disputes,” Utah State DOPL.
- 11/2016 “Optimizing the Resolution of Construction Contract Disputes,” AACE Local Chapter – Utah.
- 07/2016 “Maintaining Your Profit Margin on Difficult Projects,” Utah AGC.
- 2015-16 “Contracts, Claims, and Dispute Resolution,” US DOT and AACE.
- 08/10/14 “Prevent Cost Overruns By Avoiding the Unexpected,” Utah DOT and Utah State Department of Facilities Construction and Management.
- 05/2013 “Construction Scheduling and Productivity Damages,” Utah Bar Association.

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<sup>1</sup> Paper Prepared for Each Presentation.



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- 10/2009 “Damages,” Utah and Colorado Bar Associations.
- 10/2009 “Tricks, Traps and Ploys Used in Construction Scheduling: Legal Issues Relevant to Scheduling and Recovery of Delay Damages,” US Army Corps of Engineers.
- 10/2007 “Construction Claim Issues,” The Industrial Company.
- 08/2006 “Legal Issues Relevant To Scheduling and Recovery of Delay Damages” Lorman.
- 05/2003 “Construction Contracts, Architect Contracts, Construction Administration, and Related Issues,” Utah Municipal Attorneys Association.
- 02/2003 "Elements of a Delay and Impact Claim," Lorman.
- 02/2003 "Loss of Productivity and Acceleration," Lorman.
- 06/2001 "Construction Claims: Expert Support and Ethics," Lorman.
- 12/2000 "Construction Contracting For Public Entitles: Claims, Causes, and Damages," Lorman.

RECENT PUBLICATIONS

- *Jobsite Disruptions*; Utah Construction and Design 2014-15.
- *Optimizing the Avoidance and Resolution of Contract Disputes*; Utah Construction and Design 2016.

ACADEMIC PAPERS

- A Jobsite Solomon: A Concept Whose Time Has Come
- A Refresher Of General Contract Principles
- Alternatives To Court
- Architect/Engineer Liability To Contractors And Others
- Avoiding Attorneys And Disputes
- Bankruptcy And Protecting Your Mechanic’s Lien
- Beware: Big Changes In Utah Mechanic’s Lien Law Bid Problems: Avoid The Mistakes Of Your Competitors
- Bound By Unsigned Contracts And Unwise Terms
- Brand Name Or Equal
- Business Relationships And Loyalty



- Changes: There Is A Limit
- Complying With Specs – There Are Limits
- Contractor Responsibility Despite Owner Control
- Contractor’s Obligation To Discover Discrepancies
- Contractual Procedural Requirements
- Cost Recovery From The Government: Diligence Pays
- Court Enjoins Union – Only Agreement
- Damages Recoverable For A Delay
- Delays, Accelerations, And Damages
- Delays, Disruption And Acceleration
- Duty To Cooperate
- Duty To Inquire
- Each Party Has The Right To Expect Cooperation
- Enforcing A Settlement Agreement
- Evaluating Disruptions And Impacts
- General Conditions Of The Contract For Construction
- General Contract Principles
- Getting Paid On Federal Projects
- Good Communications Can Prevent Disputes
- Highlights Of California Construction Law How Much Authority Does Your Attorney Have?
- Interpreting Your Contract
- Jobsite Labor Disruptions
- Liability Of Architects To Contractors
- Liquidated Damages May Not Be The Limit
- Obtaining Information On Federal Projects
- Optimizing The Avoidance and Resolution of Construction Contract Disputes
- Oral Notice May Not Be Enough



- Overruns And Their Causes
- Owner Entitlement To Strict Compliance With Specifications: There Are Limits
- Piercing The Corporate Veil
- Preventing Disputes: Revisited
- Pricing Change Orders
- Problem Avoidance
- Problem Detection And Prevention
- Problem Prevention
- Problem Solving Through Business Divestiture
- Read Your Contract – It Might Be Enforced
- Recovering Cost From The Government: Diligence Pays
- Recovering The Maximum On Your Mechanic’s Lien
- Releases, Part II: More May Be Waived Than You Expect
- Relief From Bid Errors
- Review Your Indemnity Provision
- Safety, Contracts, And Worker’s Compensation
- Self-Improvement Analysis: Don’t Let It Be Used Against You
- Subcontract Payment Provisions
- Subcontract Relations
- Ten General Contract Principles: A Reminder And Review Of The Basics
- The Overzealous Owner
- Unit Priced Agreements
- Upward Correction Of Erroneous Bids
- Utah Legislature Implements ADR: Alternative Dispute Resolution When Is A Release Not A Release?
- When The Plans And Specifications Have Defects
- Who Bears The Cost Of Change Order Preparation: The Contractor Or The Owner? Who Bears The Risk Of Defective Specifications?