Sargeant Marine Pleads Guilty to FCPA Charges and Agrees to Pay $16.6M

NewsSargeant Marine, an asphalt company, plead guilty to one count of conspiracy to violate the anti-bribery provisions of the FCPA and agreed to pay a fine of $16.6 million for bribery schemes in Brazil, Venezuela and Ecuador.

Southern California Edison Settles 2017 Wildfire, 2018 Mudslide Claims for $1.1B

NewsSouthern California Edison will pay over $1 billion to settle litigation over the 2017 Thomas and Koenigstein fires and subsequent mudslides that followed in the community of Montecito.

A.G. Healey Gets $380K Settlement with Company that

Failed to Hire Minority and Woman Subcontractors

News

Attorney General Maura Healey has reached a $380,000 settlement with a Canton-based building contractor accused of falsely claiming they had hired minority- and women-owned subcontractors as required on a $15 million dollar state project.

Substantial Completion Defined

Insights

Substantial completion is a legal term found in construction contracts to define that stage of a contractor’s work which is sufficiently complete in accordance with the applicable construction agreement.

Use Precise Draftsmanship to Avoid or Obtain a Brokerage Commission Payment

Insight

When negotiating exclusive listing agreements or other forms

of commission agreements any right to a commission after a broker’s agency has expired must be discussed and memorialized in a contract.

Why Change Orders Matter

Insight

Changes are often needed in the course of a construction project. And those changes typically include work that is either added or removed from the original scope of work.

Does a No-Damage-for-Delay Clause Also Preclude Acceleration Damages?

News

Courts are split as to whether damages for a contractor’s “acceleration” efforts are distinguishable from “delay” damages such that they may be recovered under an enforceable no-damage-for-delay clause.

Contract Drafting: When is a Cardinal Change ‘Cardinal’?

Insight

A recent New York case sheds some light on the use of contract clauses that cover cardinal changes in construction, according to an alert by Henry L. Goldberg for Moritt Hock & Hamroff.

The Case of the Missing Apostrophe in the Contract

Insight

The outcome of a suit involving a contract between a general contractor and a subcontractor hinged on an apparently missing apostrophe in the agreement.

Federal Government Contract Modifications: Pay Attention

Insight

Any release document (including releases with parties other than the government) should be narrowly drawn and clearly articulate those claims that are being released.

Court Compels Arbitration Based on Clause Incorporated Into Guaranty Agreement

News

The case involved a leasing agreement that contained an arbitration provision, but the personal guaranty did not.

Trump’s Fast-Tracking of Oil Pipelines Hits Legal Roadblocks

News

Successful legal challenges by environmental groups allege the administration failed to apply the regulatory scrutiny required under the law.

Top Five Construction

Contract Modifications to Comply with Texas Law

Insight

To avoid unanticipated liability on construction projects, the parties should modify contracts consistent with Texas law—or at least be aware of the limitations that are in place due to certain Texas statutes.

Association Construction Contracts – What are Risks of That Waiver of Subrogation Term?

Insight

The 4th Circuit held that a subrogation waiver provision in a construction contract barred an association's insurance company from seeking to recover from an allegedly negligent contractor.

The Devil is in the Details

(or Lack Thereof): A Costly Lesson in Allocating Environmental Responsibility in Contracts

Insight

The seller could have more carefully crafted the language of the rider to limit its remediation obligations.

Ambiguous Limitation-of-Liability Clause Did Not Clearly Restrict Owner’s Claims

Insight

A Mississippi federal court denied a defendant’s motion for partial summary judgment in connection with a limitation-of-liability clause, according to a Pepepr Hamilton post .

Stormy Skies Ahead? Important

News Regarding a Hard Construction Insurance Market

Insight

The construction insurance industry has entered a hard market, seemingly overnight, warns Jason Adams, senior counsel at Gibbs Giden.

The Murky Waters Between ‘Good Faith’ and ‘Bad Faith’

Insight

The more sophisticated the business and risk management department is, the more likely they have a sophisticated insurer writing their coverage.

ISO Modifies Wrap-Up Exclusion

Insight

Jeffrey J. Vita of Saxe Doernberger & Vita, P.C. discusses a nagging issue frustrating risk transfer for those parties enrolled in wrap-up insurance programs.

Contractual Insurance Requirements: Traps for the Unwary

Insight

Lyndon Bittle of Carrington Coleman discusses “traps for the unwary” lurking in construction contract insurance requirements, focusing on the ubiquitous commercial general liability policy.