The Storm After the Storm: Restoration Contracts

Insight

An article in Gray Reed & McGraw's Texas Construction Law Blog offers some steps cleaning and restoration professionals can take in an effort to minimize the damage from a payment dispute with a client after a natural disaster.

Long-Running Construction Defect Fight in Texas Ends With Defense Win

News

A decade-long construction defect battle involving a South Padre Island, Texas, luxury condominium complex damaged during Hurricane Dolly has been resolved in a take-nothing defense win secured by attorneys of the West Mermis law firm for the general contractor.

Do Architects and Engineers Owe a Legal Duty to Non-

Contracting Parties?

Insight

A appellate opinion provides some guidance with respect to the architect’s and engineer’s common law duty when processing pay applications, according to Clark Hill PLC.

Claim of Fraudulent Inducement of a Construction Contract Does Not Invalidate Arbitration Clause

Insight

Pepper Hamilton LLP’s Constructlaw blog discusses an Ohio case in which a plaintiff sued a building company and attempted to have the arbitration clause in a construction contract declared unenforceable.

Defense Scores Arbitration Win in Long-Running Construction Defect Fight in

Texas

News

A decade-long construction defect battle involving a South Padre Island, Texas, luxury condominium complex damaged during Hurricane Dolly has been resolved in a take-nothing defense win.

Defend, Indemnify, Hold Harmless – What This Contract Language Means for A/E Professionals

Insight

J. Brandon Sieg of Vandeventer Black LLP addresses the question of what is meant when a contract requires an architect or engineer to “defend, indemnify, and hold harmless” the project owner for specific (or not so specific) types of claims that might arise in the future.

The Importance of Attention to Risk Allocation Provisions

in Contracts

Insight

A recent Indiana Court of Appeals decision illustrates the importance of having an overall risk allocation strategy in contracts where appropriate, and paying close attention to the language used to express that strategy, writes Christian Jones of Barnes & Thornburg.

A Case Against One-Size-Fits-All Construction Contracts

Insight

Without careful thought and modification to standard forms, developers can find themselves in a difficult position in a delayed and over-budget project, according to a King & Spalding article.

How to Build a Solid Contractual Risk-Transfer Program

Insight

Without a properly structured risk-transfer program, a general contracto, owner or property manager could assume financial

responsibility unnecessarily for losses caused by a third party, warns Tommy Williams, USI Uniondale vice president.

Farrell Fritz Welcomes Jay Sawczak, Construction Law Associate

News

Jay Sawczak has joined Farrell Fritz' commercial litigation practice group as an associate. He concentrates his practice in construction law.

Business With a Friend: Lessons from a Liftboat Contract

Insight

Charles Sartain, a partner in Gray Reed, uses a recent 5th Circuit ruling on a liftboat construction contract to illustrate his advice on how to administer and perform a contract, especially one with a friend.

Construction Contracts, Third Party Claims and Tort Law Liability

Insight

Carl R. Pebworth, a partner in Faegre Baker Daniels, asks and answers the question: What tort obligations does a design professional on a construction project owe to non-parties – like, for example, the persons who will use what has been designed after it is built?

2017 AIA Contract Documents Update

Insight

Cozen O'Connor has published an update that reviews the new construction contract documents adopted by the American Institute of Architects (AIA).

Fast and (Sometimes) Furious: Acceleration and

Compensability in Construction Contracts

Insight

A major consideration in acceleration clauses is whether the contractor is getting for the speed up in work, writes Brian L. Lynch for Faegre Baker Daniels.

Liquidated Damage Provisions – A Good Idea or an Unenforceable Penalty?

Insight

A post by Joshua M. Pellant of Faegre Baker Daniels discusses the use of a provision for a stipulated or "liquidated" damage amount in the event of specified contract breaches in construction contracts.

Construction Contracts and Arbitration Provisions: Is the Word "May" Mandatory?

Maybe!

Insight

the Supreme Court of Virginia held that the parties' use of the word "may" in the dispute resolution provisions of their construction contract required mandatory participation in arbitration at the election of one of the parties.

Should I Have an Arbitration Clause in My Construction Contract?

Insight

Paul W. Norris of Stark & Stark writes there are numerous factors to consider in determining whether mandatory arbitration is the preferred dispute resolution mechanism, or whether the state court system is preferred.

Unsigned Contract = No Proper Insurance Coverage

Insight

Commonsense Construction Law reports on a case in which an unsigned contract meant that the contractual liability exclusion in the subcontractor's insurance policy would

control.

The Dumbest Class Action Claim Ever

News

The Milwaukee Journal Sentinel reports on a pair of class-action lawsuits against Home Depot and Menards that Above the Law calls “the dumbest class action claim ever.”

Foley Adds Construction Attorney Lisa Glahn in Boston

News

Lisa Glahn has joined Foley & Lardner LLP’s Construction Practice as a partner in the Boston office.