Additional Insured By Written Contract Clause Construed to Bar Coverage

Insight

The language of an additional insured clause may make all the difference as to whether a party is covered as an additional insured or not, writes Larry P. Schiffer in Squire Patton Boggs' Insurance and Reinsurance Disputes blog.

Construction Litigator Kim Ashby Joins Foley in Orlando

News

Foley & Lardner LLP announced that Kim Ashby has joined the firm's Construction Litigation Practice as partner in the Orlando office. Ashby work in complex construction law includes a focus on appellate work.

Additional Insured By Written Contract Clause Construed to

Bar Coverage

Insight

New York courts will interpret insurance policies based on the plain meaning of the words used by the parties and will not alter the contracts for equitable reasons if the language is clear and unambiguous, writes Larry P. Schiffer of Squire Patton Boggs.

Avoid Nullification of Contractual Indemnity Protection

Insight

Because of unforeseen risk, additional insured endorsements have been revised to link contractual indemnity obligations to additional insured coverage, writes James J. Buldas of Pietragallo Gordon Alfano Bosick & Raspanti LLP.

Six Questions Owners Should Answer Before Entering a Construction Contract

Insight

There are six questions that an owner can ask to evaluate what

rights and obligations it will have upon entering into a construction contract, writes Daniel Bradfield, a partner in Arnall Golden Gregory LLP.

Preventing Limitation of Liability End-Runs

Insight

Owners who are dissatisfied with their contractors' performance increasingly assert fraud-based claims in addition to breach of contract claims because fraud-based claims are not typically barred by contractual waivers and limits of liability, according to a client alert published by Pepper Hamilton.

A.M. Best Webinar Examines Legal, Insurance Ramifications of Lead Injuries

Event, August 3, 2 p.m. EDT

A panel of legal and insurance professionals will discuss the sources of lead injury claims, developing liability issues and the industry impact of lead-based claims.

Despite (or Because of) Extensive Negotiations, No Contract and No Promissory Estoppel

Insight

In this case, the fact that there was no integrated agreement did not defeat the plaintiff's breach of contract claim. Rather, the question was whether there was ever an intent to create a contract, writes Stephen M. Proctor of Masuda Funai.

Court Finds That Text Message Can Form Binding Contract

Insight

A Massachusetts court ruled that a string of text messages can constitute a writing under the Statute of Frauds sufficient to bind the parties to sell certain property, writes Matthew DeVries on Burr & Forman LLP's Best Practices Construction Law.

Subcontractor’s Failure to Strictly Comply With Notice Provision Costs $200,000

Insight

When you are required to strictly comply with a particular provision or legal requirement, then any departure from that requirement (no matter how insubstantial) can void the claim or provide an absolute defense, writes Matthew DeVries of Burr & Forman LLP.

Contractual Waiver of Subrogation Applied to Owner’s Non-Work Property

Insight

Considerable litigation has arisen as to whether a waiver of subrogation provision in a construction contract applies to bar an insurer’s subrogation claim against a contractor to the extent the insurer covered damage to the owner’s “non-work” property under the owner’s existing property policy, writes Robert Barrack of Robinson Cole.

Foley Expands Construction Litigation Practice With Miami Trial Lawyer

News

Ralf Rodriguez has joined Foley & Lardner LLP's Construction Practice as of counsel in the Miami office, the firm announced.

Contract Indemnity and Duty to Defend vs. Insurance Duty to Defend

Insight

An explicit contractual duty to defend against allegations of negligence or breach by the indemnitor may well be construed to require such a defense from the outset, even when parties are still arguing over ultimate liability, writes Stan Martin of Commonsense Construction Law LLC.

Top 10 Questions Owners

Should Ask Before Signing a Construction Contract

Insight

Construction contracts are often such voluminous documents that it can be difficult for owners to recognize and adequately negotiate the key terms that play the largest role in how construction risk and costs are allocated, writes Mike Madigan for Kegler, Brown, Hill + Ritter.

The Contract Isn’t Signed, a Few Issues Remain, the Work is Done; Now What?

Article

Parties who allow the schedule to control performance without resolving the paperwork could find themselves in a mess, particularly if the back-and-forth on contract terms never stops, writes Stan Martin of Commonsense Construction Law.

Federal Circuit Clarifies ‘Accrual’ of Claims under

Contract Disputes Act

Article

Timeliness is critical when submitting claims to the government, or any contracting party, for that matter—public or private, writes Brian Dobbs for Bass, Berry & Sims PLC.

Killer Clauses in Construction Subcontracts: Allocating Risk with Subcontractor Agreements

Article

Whether parties are considering working with a new partner or simply re-evaluating existing relationships with long time partners, the parties should consider how to best allocate the risks associated with each project, cautions Brouse McDowell.

Consideration of Force Majeure in Construction Contracts

Article

Before entering into a construction contract, consider how

force majeure events are evolving in today's world, advise Jonathan Massell and David A. Senter of Nexsen Pruet on the firm's website.

Agreements to Arbitrate Are Simple, Right?

Article

The protracted time for a construction case to get to trial and the attendant cost and expense has led the construction bar away from the courthouse and into the arbitration room, writes Ira M. Schulman of Pepper Hamilton LLP.

EPC Contracts and Technology Licenses in Petrochemical Projects

Article

In petrochemical projects, the engineering, procurement and construction (EPC) contracts are often negotiated after the technology licenses have been negotiated between the technology licensors and the project owner, write Sean Goldstein, Jean Shimotake and Raymond Azar of White & Case LLP.