

# **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.

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# **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.

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# **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.

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# 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.

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# 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.

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## 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.

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## 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.

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## 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.

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# 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.

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# Five Must-Haves for Avoiding Risky Disasters – Insurance Procurement Clauses

## *Insight*

A Brouse McDowell Insurance Blog post discusses the drafting of insurance requirements in a contract to ensure that, in the event of a loss arising out of the work performed, parties will have assets available for that loss.

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# **N.J. Appellate Court Confirms that AIA Construction Contract Bars Insurer's Subrogation Claim**

## ***News***

A New Jersey has confirmed that the waiver of subrogation provision in a commonly used form construction contract precluded an insurer's claims against a subcontractor.

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# **Limiting Liability: Three Clauses to Consider in Construction Contracts**

## ***Insight***

Gordon & Rees LLP's Construction Law discusses three clauses to consider when writing construction contracts, with an eye to limiting liability and maximizing profits.

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# Are Contracting Parties Treated the Same When it Comes to Notice Obligations?

## *Insight*

Prudent construction professionals, particularly those doing business with the government, should understand and comply with all notice provisions in their contract, advises Smith, Currie & Hancock.

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# Indemnification Agreements and Insured Contracts

## *Insight*

When a general contractor engages a sub to perform work on projects, the parties should always reduce their expectations and agreements to a written document in which both sides agree and acknowledge the terms.

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# What Should be in Every Construction Agreement

## *Insight*

Parties to a construction project can have a better agreement by addressing six topics described in a post in The Lien Zone

## What Not to Do: Construction Contractor Charged With Lying to OSHA

### *Insight*

A case discussed in a Seyfarth Shaw blog provides an important lesson: Don't lie under oath, especially when there exists discoverable evidence to the contrary.

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## 12 Things to Consider When Negotiating a Construction Demolition Contract

### *Insight*

A client alert from Neal, Gerber & Eisenberg offers some advice on negotiating a demolition contract.

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# Teaming Up? Avoid Unenforceable Agreements to Agree

## *Insight*

Teaming agreements are intended to define the relationships, rights and responsibility of all parties involved during both the pursuit of the work.

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# Texas Court Construes Breach of Contract Exclusion Narrowly in Duty-to-Defend Case

## *Insight*

A recent decision from the Western District of Texas narrowly construed a common breach-of-contract exclusion and held that the insurer had a duty to defend its insured against an underlying lawsuit over construction defects, according to the Hunton Insurance Recovery Blog.

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# AIA Changes – It's Time to Convert Before It's Too Late

## *Insight*

Jeffrey M. Reichard of Nexsen Pruet offers a reminder that the American Institute of Architects (AIA) will discontinue support of older versions of its most popular standard form contracts after Oct. 31, 2018.