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.

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 .

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.

Think Twice About Depreciating Repair Costs in Our State, says the Tennessee Supreme Court

News

Tennessee’s Supreme Court recently held that an insurer may

not withhold repair labor costs as depreciation when the policy definition of actual cash value is found to be ambiguous. Tennessee joins other states like California and Vermont that prohibit the depreciation of repair labor costs in property policies.

Crumbling Concrete Not Covered Under ‘Collapse’ Provision in Homeowner’s Policy

Insight

In recent years, the foundations of approximately 35,000 homes in northeastern Connecticut have begun to deteriorate as a result of faulty concrete used to build homes during the 1980s and 1990s. Dozens of homeowners have been suing their insurers for denying coverage for claims based on the deteriorating foundations.

Call-Back Periods in Call-Back Warranties: Confusion on

Other Warranties in Construction Contracts

Insight

A call-back warranty establishes a period of time after the substantial completion of a project within which an owner can call upon a contractor to correct nonconforming work.

The Importance of a Mediation Provision in Construction Contracts

Insight

A construction contract’s dispute resolution clause is a topic that frequently comes up during the drafting of an agreement, writes Mark A. Cobb of Cobb Law Group.

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.

Parties Must Proceed to Arbitration Despite Unavailability of Arbitration Forum Specifically Named in the Contract

News

An Ohio appellate court has addressed an issue that arose when an arbitrator specified in a contract is no longer available.

Construction Arbitration: The Pros and Cons

Insight

Most parties involved in a construction project have a contract that defines their responsibilities, and many of these construction contracts also contain arbitration clauses, according to Ward and Smith.

Eliminating the Surprise Factor from Construction Contracts: Tips for Owners and Developers

Insight

On construction projects, owners and developers often are familiar with standard contract language and provisions, but the industry is continually evolving, according to a paper published by Zetlin & De Chiara LLP.

Top AIA A201 Construction Contract Changes: A Handy Cheat-Sheet

Insight

In a post at Construction Law Musings, Melissa Dewey Brumback writes about updates to the American Institute of Architects standard form contract documents.

Pay IF Paid: It Means What it

Says

Insight

If you are a subcontractor, lookout for language establishing payment from the owner as a condition precedent for payment, warns Bradley Arant Boult Cummings.

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.

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.

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.

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.