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.

How Do Additional Insured Obligations Work with Subcontract Flow-Down Clauses?

Insight

In his Commonsense Construction Law blog, Stan Martin asks the question "How do additional insured obligations work with subcontract flow-down clauses." And he answers it with one word: "They don't."

What to Consider When

Preparing Construction Contracts

Insight

It’s important for parties entering into any significant economic transaction to have written contracts, especially for construction projects, writes Jason T. Strickland for Ward and Smith, P.A.

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.

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.

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.

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.