ECKERT SEAMANS
ATTORNEYS AT LAW

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Construction Law

In This Issue…

The demand for a claim waiver in exchange for final payment

The project is drawing to a close. Substantial completion is achieved. The punch list is completed. The contractor has submitted its final application for payment. The contractor is anxious to receive final payment, including the retention, in order to pay its suppliers and subcontractors and itself for its work and for its general conditions and overhead costs and to realize, hopefully, a profit.

The contractor has previously submitted a good faith claim or a certified request for equitable (REA) adjustment under the contract for additional costs, be they direct or indirect. The claim or REA has been denied or is still being negotiated or dispute resolution has been commenced or will soon be commenced by the contractor.

The owner knows the contractor is cash strapped and needs the release of the contract monies to meet its obligations. With this knowledge, the owner says to the contractor: "Here is the check in final payment; however, you need to sign this release of your claim or REA. You may not strike out the language in the release or amend the release to exclude your

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Florida court finds that termination for convenience clause allows general contractor to continue shopping subcontract after signing it

Termination for convenience clauses are now commonplace in construction contracts. These clauses typically give one party the right to terminate the contract, without conditioning the exercise of this right upon some change in circumstances or other cause. The question that invariably arises in disputes over the exercise of such a clause is whether the term provides one party an unfettered right to terminate for any reason, or for no reason at all. Underlying this question is the assumption by courts and commentators that an affirmative answer to the question would invalidate the contract as an illusory deal in which one side was never obligated to perform.

In our Spring 2010 newsletter, we canvassed the available law—almost entirely in the federal contracting realm, where the clauses first came into use—and concluded that the courts will imply limits on this right. The limit that the federal courts have established is one of subjective bad faith. Generally, under this permissive standard, the government's exercise of its right to terminate for convenience is impermissible only where it is demonstrated that the government did so for a bad faith reason, such as an intent to harm the contractor. Among the prohibited reasons suggested by the case law, and by the majority

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The demand for a claim waiver in exchange for final payment
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claim or REA or otherwise the check will not be released to you."

To some, this scenario sounds like hard bargaining—the owner using the leverage that it possesses to settle up the claims. To others, this scenario sounds like coercion and unfair administration of the contract.

> *"What then should the contractor do if faced with the scenario of the owner dangling out the payment check in exchange for the release of claims?"*

Who is right and who is wrong and what is the contractor to do?

Under Federal law and the law of most states, and assuming the contractor's claim or REA was made in good faith, the owner's actions most likely constitute a breach of the contract. The reason is that the submission of a good faith claim or REA is not a breach of the contractor's performance obligations, as the right to submit a claim or an REA is an express or implied right owned by the contractor. As such, the submission of a good faith claim or REA does not serve as a legitimate contractual basis to withhold payment. Absent such a basis, the owner does not have a contractual right to condition payment based on the release of an outstanding claim or an REA.

The contractor's position is further legally strengthened by what is known in the law as the implied duty of good faith and fair dealing, which is extant in every contract. This implied duty of good faith and fair dealing imputes to both parties the obligation to act with honesty, to cooperate by not hindering or interfering with its counterpart's performance and to not willfully render imperfect performance of contractual obligations.

A number of legal cases in the area of Federal procurement have found a breach of contract and violation of the implied duty of good faith and fair dealing by the government when a contracting officer has, for example, used his or her authority in issuing payments or by withholding a favorable rating of the contractor's work as leverage to attempt to settle meritorious claims previously submitted by the contractor. The bottom line of these decisions is that the owner has an implied duty of good faith in administering contracts and that compulsion and coercion and the placing of unreasonable conditions on the prosecution of meritorious claims violates that duty.

A good number of states also have both private and public construction payment statutes that place affirmative obligations on owners and contractors with reference to the withholding of payments. (A complete list of the payment statutes for the various jurisdictions may be found at the ESCM website at www.eckertseamans.com). These payment statutes are generally intended to protect contractors and subcontractors from the wrongful withholding of payments that are due, as they require that the basis for the withholding be timely provided to the party requesting payment and that the basis be grounded in contract performance and in good faith. The withholding of monies based on issues that are not rooted in work performance by the contractor is generally a prohibited basis for non-payment—the scenario presented above.

What then should the contractor do if faced with the scenario of the owner dangling out the payment check in exchange for the release of claims?

The contractor should immediately send a letter to the owner stating on the record the facts and circumstances of the owner's demand. In the letter, the contractor should, pursuant to the terms of the contract, either give notice of its intent to declare a breach or declare a breach of contract and request that the breach be cured by the owner by releasing payment in exchange for an amended release of claims reserving the claim or REA. In fact, the letter should enclose the amended claims release, so there is no misunderstanding. The letter should reference that the owner's conduct violates the duty of good faith and fair dealing. To the extent the jurisdiction has enacted a payment statute, the statute should be reviewed and the appropriate provisions (including those that provide for recovery of attorney fees and penalty interest for violation of the statue) should be referenced in the letter as a further legal support that the withholding is wrongful, illegal and will have consequences beyond the contractor being required to just release the amount withheld. The contractor may want to consider closing the letter by noting that its claim must be meritorious if the owner would resort to such improper tactics in an effort to circumvent the claims process by extorting a release by compulsion. Indeed, a prudent owner may well want to avoid the implication otherwise that its coercive conduct evidences its concern that the claim or REA has merit.

In short, all pressure should be brought to bear on the owner demonstrating that its conduct is wrongful as a matter of contract and of law and will not be tolerated. If the letter does not wrest free payment from the owner, legal action that highlights this wrongful conduct, in addition to demonstrating the merits of the claim or REA, should be quickly commenced by the contractor.

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Florida court finds that termination for convenience clause allows general contractor to continue shopping subcontract after signing it

of commentators, was the desire to obtain similar services at a better price.

It remains to be seen how the various state courts will resolve these issues now that these clauses have sprung out of federal contracts and into purely private agreements, including the standard forms in use among general contractors and subcontractors. While federal law is not binding in disputes arising from such contracts, most commentators and attorneys presume it will be considered instructive. However, a recent decision by a Florida appellate court, in the case of *Vila & Son Landscaping v. Posen Construction*, 99 So.3d 563 (Fla.App. 2012), expressly cited the differences between private and public contracting concerns in departing from the federal case law restricting the right of termination conferred by such a clause.

In *Vila* a general contractor on a Florida highway project entered into a fixed-price contract with Vila & Son but, before performance commenced, it cancelled the subcontract and entered into a new one for the same scope and a lower price. The trial court allowed the question of whether the general contractor had terminated the contract for reasons amounting to bad faith to be submitted to a jury, which returned a verdict for the subcontractor, awarding the profits it anticipated. The appellate court reversed, and entered judgment for the general contractor.

The appellate court held that the exercise of the right of termination was limited only by the implied duty of good faith and fair dealing implied in every contract. Unlike the federal rule, this standard is intended to be an objective one, under which the court is to ascertain whether the exercise of the right of termination was consistent with the reasonable expectations of the parties, as determined from the language of the agreement. In *Vila*, the court held that termination for the purpose of securing similar services at a better price was consistent with the reasonable expectations of a subcontractor signing a contract containing such a clause. The court brushed aside the suggestion that such a broad reading rendered the contract illusory, observing that the requirement that termination be preceded by written notice supplied sufficient consideration to make the subcontract binding.

> *In* Vila*, the court held that termination for the purpose of securing similar services at a better price was consistent with the reasonable expectations of a subcontractor signing a contract containing such a clause.*

The *Vila* decision followed a decision of the Maryland Supreme Court in rejecting the federal precedent limiting the right to terminate for convenience in favor of an objective test of whether the terminating party's conduct was consistent with the reasonable expectations of the parties. However, it is clear that the Maryland court would have concluded that a termination premised entirely on the availability of a better price would be a breach of the duty of good faith, as it stated its view that a party to a fixed price contract has a reasonable expectation that the other party will not continue to shop for a better price.

At present, in states with no precedent on this issue, one can state with confidence only that a termination for no reason at all will not likely be upheld. However, whether a contract containing an unrestricted right of termination may be terminated in order to secure better pricing may depend upon the courts' view as to whether a party accepting such a clause would reasonably foresee it being exercised in such a fashion.

It is certainly debatable whether the subcontractor in *Vila*, or any subcontractor, reasonably anticipates that a general contractor will continue to shop the work after a contract is signed. However, it is clear that such a practice is not expressly proscribed by the typical termination for convenience clause. The *Vila* decision stands as an object lesson to contractors and their counsel that it is better to recognize the risks presented by such terms and, if possible, reduce, to the extent possible, any ambiguity as to the circumstances in which one party can cancel a contract without cause.

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The Pennsylvania procurement code and sovereign immunity: Is there any way to challenge a cancellation of a request for proposal?

Every contractor that has done business with the Commonwealth of Pennsylvania should be familiar with the Commonwealth's procurement process. In many cases, this process involves the issuance of a Request for Proposal (RFP), followed by the submission of bids by several contractors, and ultimately the award of the contract to the winning bidder. The award may be challenged by the other bidders by way of a bid protest to the purchasing agency. The determination by the agency may then be appealed to the Commonwealth Court. What happens, however, when a contract has been awarded to the highest bidder, a bid protest has been submitted and subsequently denied, the contract terms have been settled between the Commonwealth and the bidder but the contract has not yet been signed, and the Commonwealth then cancels the RFP and associated award? Does the Contractor have any legal recourse to challenge this cancellation as improper, either under the Procurement Code or in the Commonwealth Court?

The Supreme Court of Pennsylvania recently addressed this question in *Scientific Games International, Inc. v. Commonwealth of Pennsylvania.* Specifically, the court addressed the question of whether the exclusive jurisdiction of the Board of Claims over contract disputes with the Commonwealth precluded original-jurisdiction proceedings in the Pennsylvania Commonwealth Court.

Briefly, by way of background, the Commonwealth Procurement Code governs the procurement of supplies, services and construction for the public in Pennsylvania. The Procurement Code authorizes the Department of General Services (DGS) to act as a purchasing agent for Commonwealth agencies and contains specific processes for the resolution of disputes arising from the solicitation and award of contracts under the Procurement Code. These processes include a bid protest procedure administered by the purchasing agency and a right of appeal to the Commonwealth Court. Once a contract has been executed, the Procurement Code establishes a separate claim procedure before the contracting officer, subject to review by the Board of Claims, which is an independent administrative board.

Regarding the cancellation of solicitations, Section 521 of the Procurement Code permits the cancellation of solicitations (including RFPs) by the Commonwealth "at any time prior to the time a contract is executed by all parties." In addition, the right of protest described above expressly excludes a bidder's right to protest the cancellation of solicitations. Lastly, the Procurement Code affirms the Commonwealth's sovereign immunity from suit, except for the protest and claim procedures previously described.

In *Scientific Games International* (SGI), the DGS issued an RFP for the design, development, implementation and maintenance of a computer control system to monitor slot machines across Pennsylvania, meant to replace the existing system maintained by GTECH. Both SGI and GTECH submitted proposals, and DGS selected SGI for the award and began contract negotiations. After several months of negotiations, the parties reached an agreement on the contract terms, and unsigned contract documents began to be circulated for signatures.

Meanwhile, DGS informed GTECH that SGI had been awarded the contract, leading GTECH to submit a bid protest. This protest was denied several months later, and GTECH appealed to the Commonwealth Court from this determination, requesting that the RFP be cancelled. DGS announced about a month later that it was cancelling the RFP according to Section 521 of the Procurement Code, since, although the contract had been signed by SGI, the Commonwealth had not obtained all of the signatures required for the contract to be considered fully executed.

Presumably because the protest procedure in Section 521 specifically precludes the protest of a cancellation of an RFP, SGI filed suit directly in the Commonwealth Court, seeking declaratory and injunctive relief against the Commonwealth in connection with its cancellation of the RFP.

While GTECH and the Commonwealth asserted that SGI's claims fell under the exclusive jurisdiction of the Board of Claims, SGI argued that jurisdiction was proper because of amendments to the Procurement Code in 2002 that added Section 1724(d) stating that the Procurement Code shall not preclude a party from seeking nonmonetary relief in another forum as provided for by law. The Pennsylvania Supreme Court ultimately ruled that the 2002 amendment did not extend the Commonwealth's waiver of sovereign immunity to actions in the Commonwealth Court in this instance. In other words, the Court found that SGI's claims were within the exclusive jurisdiction of the Board of Claims or were barred by sovereign immunity.

The Court ultimately decided that, regarding challenges to cancellations of solicitations asserted under Section 521 of the Procurement Code, "the Legislature did not implement any waiver of sovereign immunity and afforded no remedy to aggrieved bidders and offerors which have not yet entered into an executed contract with a Commonwealth agency." In other words, SGI cannot challenge the cancellation of the RFP under the Procurement Code because of its provisions, nor can SGI challenge the cancellation in the Commonwealth Court because that Court lacks jurisdiction. In addition, the Supreme Court found that all contract disputes arising under the Procurement Code, including whether a contract actually exists, is a question that is answerable *only* by the Board of Claims.

In short, in the interest of sovereign immunity, parties contracting with the Commonwealth are limited in their remedies to the processes provided in the Procurement Code, either as a disappointed bidder, or before the Board of Claims as a Contractor with an executed contract. In SGI's case, since the Procurement Code specifically excludes a bidder's right to challenge the cancellation of an RFP prior to the complete execution of the contract, the Court held that SGI simply had no ability to challenge the cancellation.

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Don't let the time slip away: The statute of limitations and indemnity claims

In the construction and real estate context, there are countless ways for one company to be liable or potentially liable for another company's actions. Among other examples, contractors can be liable for subcontractors' defective work, subcontractors can be liable for their suppliers' defective products and owners have potential liability for accidents caused by contractors and subcontractors. In each situation, a claim for indemnification, under either a contract or the common law, can arise. Asserting such a claim before it is time-barred by the statute of limitations is critical, and it is possible to overlook indemnification rights and let the statute of limitations run while defending a lawsuit or an informal claim. Therefore, understanding when the statute of limitations begins to run is critical to preserving indemnification rights against the party who created the claim in the first place.

Whether the indemnity claim arises under a contract or the common law, the statute of limitations period is four (4) years. By statute, this period starts to run "from the time the cause of action accrued," which is generally "as soon as the right to institute and maintain a suit arises." However, the "right to institute and maintain a suit" can commence at slightly different times, depending on whether the claim arises under the common law or under a contract. Additionally, contract-based indemnity claims accrue at slightly different times, depending on whether the contract provides for indemnification against liability or indemnification against loss.

The statute of limitations on a common law indemnity claim accrues upon suffering an actual, out-of-pocket loss, which generally occurs by paying a judgment or settling a claim. In other words, "the right to institute and maintain a suit arises" upon payment of a claim. This rule is helpful insofar as it prevents the limitations period from running while the "underlying" claim is disputed. However, it can thwart bringing a responsible party into a dispute if the responsible party argues that the claim is not yet a "ripe" or viable claim. Sometimes responsible parties are willing to overlook this technicality and, for various tactical reasons, elect to participate in the dispute despite the indemnity claim being "unripe."

> *Unfortunately, when a liability "becomes fixed and established" is not well-defined under Pennsylvania law.*

The start of the limitations period for contractual indemnity claims differs depending on whether the contract provides for indemnity against loss or liability. Where the contract provides for indemnity against loss, the claim accrues when an actual loss is suffered—just as it does with common law indemnity claims. By contrast, if the contract provides indemnity against liability, the indemnity claim accrues when the liability "becomes fixed and established," regardless of whether an actual loss has been incurred. Unfortunately, when a liability "becomes fixed and established" is not well-defined under Pennsylvania law. Other jurisdictions that distinguish between indemnity for loss and liability hold that a claim for indemnity against liability accrues when a settlement is reached or a judgment is entered, which would be when the liability is conclusively established.

To make the matter more complex, some indemnification clauses provide for indemnification against liability *and* loss. Although no Pennsylvania case addresses the statute of limitations in this scenario, other courts have found that such clauses provide two separate indemnification claims, one for liability and the other for loss, with each having a separate accrual point for statute of limitations purposes.

The bottom line is that in the worlds of construction and real estate, it is impossible to avoid situations where one party can be held liable for another's defective work or other wrongdoing. However, what is not impossible is ensuring that indemnification rights do not slip away through lack of knowledge and the passage of time. This requires a careful, timely analysis of what type of indemnification rights exist and when a claim for the particular type of indemnification accrues.

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Negotiating change orders on federal contracts: Consultant and legal fees may be recoverable contract administration costs

For the federal contractor, a change order and/or request for equitable adjustment (REA) typically means receiving consultants' and/or lawyers' bills on the front end. While every prudent contractor would be wise to consult with trusted experts and legal counsel to maximize the success of the request, these costs are ones that a budget-conscious contractor may decide it can afford to forego. But as the recent decision by the Federal Circuit in *Tip Top Construction, Inc. v. Donahoe*, 695 F.3d 1276 (Fed. Cir. 2012) makes clear, this is a choice contractors may not need to be making.

In *Tip Top*, the Federal Circuit Court of Appeals held that the Postal Service Board of Contract Appeals (Board) should have granted a contractor its consultant costs and attorneys fees, which were incurred while negotiating the price of an approved change order. The costs were recoverable as a "cost of contract administration," and compensable by an equitable adjustment.

The project in *Tip Top* involved the renovation of a post office air conditioning system. An alteration in the type of refrigerant to be used led to an increase in equipment costs for the alternate system in excess of $28,000. The contracting officer (CO) approved the contractor's proposed equipment change at "a price to be determined later."

Negotiations over the price were unsuccessful, however, and the contractor ultimately submitted a claim consisting of: (1) the air conditioning subcontractor's price increase, (2) $9,655 for "Preparation Costs & Extended Overhead; and (3) $2,745 for "Legal Fees." The CO approved the price increase, but denied the requests for preparation costs and overhead and legal fees. This decision was affirmed by the Board, which reasoned that any costs incurred after the alternate system was approved "had nothing to do with performance of the changed work … and were solely directed at trying to convince the contracting officer to accept [Tip Top's] figure for the change and maximizing [Tip Top's] monetary recovery."

On appeal, the Federal Circuit reversed, finding that the Board's decision was inconsistent with a prior Federal Circuit decision, *Bill Strong Enterprises, Inc. v. United States*, 49 F.3d 1541 (Fed. Cir. 1995). In *Bill Strong*, a contractor renovating housing units on a military base sought an equitable adjustment, stating that it had incurred increased costs because the government was releasing units out of sequence. The government requested cost data, and the contractor hired a consultant to prepare and submit the data. Ultimately, the Federal Circuit awarded Bill Strong its consultant costs, finding it to be an allowable cost incurred in connection with contract administration (allowable under the Federal Acquisition Regulations [FAR], FAR 31.205-33) rather than one incurred in connection with claim prosecution (unallowable under FAR 31.205-33). The court extended the category of costs of contract administration to include costs incurred during claim negotiations, even if negotiations were unsuccessful, noting that:

> The contractor and the CO usually enter a negotiation stage after the parties recognize a problem [and] labor to settle the problem and avoid litigation. Although there is sometimes an air of adversity in the relationship between the CO and the contractor, their efforts to resolve their differences amicably reflect a mutual desire to achieve a result acceptable to both. This negotiation process often involves requests for information by the CO… [and] inevitably, this exchange of information involves costs for the contractor. These costs … should be allowable … because the availability of the [negotiation] process increases the likelihood of settlement without litigation. Additionally, contractors would have a greater incentive to negotiate rather than litigate if these costs of contract administration were recoverable.

The *Bill Strong* court also crafted this test to determine when such costs would be compensable, turning on the contractor's purpose: "If a contractor incurred the cost for the genuine purpose of materially furthering the negotiation process, such cost should normally be a[n allowable] contract administration cost." However, "if a contractor's underlying purpose for incurring a cost is to promote the prosecution of a CDA claim against the Government, then such cost is unallowable…."

> *"…if incurred for the purpose of "materially furthering the negotiation process," the costs incurred to negotiate the price of a change order are compensable as a contract administration cost."*

Applying *Bill Strong's* reasoning, the Federal Circuit found that Tip Top incurred its consultant and attorneys' fees to further the negotiations process and therefore that these costs were compensable. The Federal Circuit also found that uncontroverted timesheets adequately established the legitimacy of the amounts requested.

Notably, unlike the military contract in *Bill Strong*, the Postal Service contract in *Tip Top* was not governed by the FAR; thus, the Federal Circuit's application of this rule in *Tip Top* confirms that *Bill Strong* sets the appropriate framework for determining whether such costs are recoverable, even if the FAR is inapplicable.

Of course, a contractor should not assume that any consultant or attorneys fees are automatically recoverable if related to a change order or REA. But *Tip Top* illustrates that contractors may be assured that, if incurred for the purpose of "materially furthering the negotiation process," the costs incurred to negotiate the price of a change order are compensable as a contract administration cost. In other words, when the next inevitable change order surfaces, do not let cost concerns prevent you from picking up the phone and seeking the guidance you need from your trusted consultant or lawyer.

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Owners and contractors take blind risks by taking "No Damage for Delay" clauses for granted

Construction project owners (or, more accurately, their attorneys) frequently insert language into construction contracts providing that the contractor shall have no right to recover damages from the owner on account of delay, regardless of the cause, and that an extension of time shall be the contractor's sole remedy. Such clauses, known as "No Damage for Delay" or "NDfD" clauses, are too often read literally by owners, creating a false sense of security against delay claims, and disregarded by contractors based on experiences where such language was found to be toothless in court. Both of these approaches can be very misleading and dangerous, especially when working in unfamiliar states or for the federal government. It should not be assumed that every jurisdiction enforces NDfD clauses in the same way. In fact, NDfD clauses are treated very differently across the country.

Some courts, such as those in Pennsylvania, apply only a "restrained approval" of NDfD provisions, construing such language strictly against the owner because of the perceived harshness of denying the contractor recovery on account of delay for which the owner is or should be responsible. These courts recognize and apply broad exceptions for: delay not within the terms of the clause or not within the contemplation of the parties; delay due to certain actions of the owner, such as fraud, bad faith and active interference with the work; and unreasonable delay by the owner.

Other states, such as New Jersey, North Carolina and Virginia, have passed statutes that hold such clauses to be void as against public policy on all public projects.

"Both of these approaches can be very misleading and dangerous, especially when working in unfamiliar states or for the federal government."

An Ohio statute holds NDfD clauses to be unenforceable when the owner is found to have caused the delay.

However, courts in Illinois, Massachusetts and Texas, for example, have readily enforced NDfD clauses, noting that parties are free to contract as they see fit and are better able to assess and negotiate risks than the courts.

A recent Texas appellate decision serves as a reminder of the significance of such differences in treatment of NDfD clauses between the states. The Texas court overturned a delay damages jury award in excess of $20 million against the Port of Houston on the basis that such delay was contemplated at the time of contracting by the parties, as evidenced by a broad reading of the terms of the NDfD provision. Thus, it was held that the contractor knowingly bargained away any delay claims it may have had at the time it entered the contract containing the NDfD provision.

It is simply not sufficient to recognize that a contract has an NDfD clause or that exceptions to the clause exist. It is vitally important to understand how such clauses will be enforced both at the time the contract is signed and during the course of the project. Otherwise, neither the owner nor the contractor will truly understand the bargain that was struck or be able to make informed decisions when faced with significant delays on the project.

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Construction Law Group News

Awards

Chris Opalinski and **Scott Cessar** were selected as *Pennsylvania Super Lawyers* for 2013, and **Audrey Kwak** was selected as a *Rising Star* for Construction Litigation. *Super Lawyers* selects attorneys using a rigorous multiphase rating process. Peer nominations and evaluations are combined with third-party research.

Matt Whipple was elected as a member of the Council of the Allegheny County Bar Association Construction Law Section.

Client wins

Chris Opalinski and **Audrey Kwak** obtained a complete defense verdict in a one-week jury trial in federal court in Erie, PA. They represented our client, a construction contractor, in the defense of a subcontractor's claim seeking payment for work relating to the successful construction of a marina system for the USDA Forest Service in the Allegheny National Forest. Midway through the project, the subcontractor filed for bankruptcy, causing substantial disruption on the project. Despite this, our client successfully completed the project. The subcontractor's assignee filed suit for payment for work performed pre-bankruptcy. At trial, the jury agreed with our client's position that the subcontractor was in breach at the time of the bankruptcy, and entered a verdict in our client's favor and against the subcontractor's assignee.

Tim Grieco and **Jake McCrea** secured a $932,000 jury verdict in favor of a firm client following a one-week trial in federal court for the Northern District of Ohio. The dispute arose out of a contract involving the sale of scrap metal.

Publications and Presentations

Scott Cessar and **Matt Whipple**, with the help of **Kate Pomerleau**, authored a chapter in a newly released book, *Pennsylvania Construction Law*. The chapter is entitled "Damages, Remedies and Alternate Dispute Resolution Under Pennsylvania Law."

Scott Cessar spoke as a panelist before the Allegheny County Bar on practices and procedures in construction and commercial law in a seminar entitled "Arbitration Essentials: Insights of Experienced Arbitrators."

Additions

Eckert Seamans recently opened an office in Trenton, New Jersey, acquiring 23 lawyers from Sterns & Weinroth, including five who are now part of the Construction Group. **Bob McGuire, Vince Paluzzi, Chris Torkelson, Bob Zoller** and **Ed Dunham** have extensive experience in all aspects of project financing, governmental and utility authority permits and approvals, pre-qualification and debarrment proceedings, public bidding and bid protests, contracts, project bonds and insurance, liens, claims, litigation, mediation and arbitration of all types of public and private construction projects. Their work includes residential and commercial development and redevelopment, schools facilities projects, correctional facilities projects, industrial facilities, offices, hotels, recreational facilities, sports and entertainment arenas, alternative energy facilities and related infrastructure and improvements. Our new attorneys represent owners, developers, redevelopers, design professionals, design builders, prime contractors, MEP contractors and subcontractors, and material and equipment suppliers in both the public and private sectors.

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