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Construction Law Update – Fourth Quarter

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GRSM's Construction Group is pleased to publish the latest issue of our Construction Law Update, a quarterly take on trends of interest to design professionals, contractors, and developers throughout the country.

Fourth Quarter 2023


By **Laura Paton** and **Vic Rawl**

On December 13, 2023 the South Carolina Court of Appeals issued Opinion No. 6038 in the matter of Portrait Homes – South Carolina, LLC and Portrait Homes – Persimmon Hill, LLC, Plaintiffs, v. Pennsylvania National Mutual Casualty Insurance Company and The Persimmon Hill Homeowners Association, Inc., Defendants, AND The Persimmon Hill Homeowners Association, Inc., Third-Party Plaintiff, v. Jose Castillo d/b/a JJA Framing and JJA Construction, Inc. d/b/a JJA Framing, Third-Party Defendants, of which Pennsylvania National Mutual Casualty Insurance Company ("Penn National") is the Appellant, and Portrait Homes – South Carolina, LLC, Portrait Homes – Persimmon Hill, LLC, and The Persimmon Hill Homeowners Association, Inc. are the Respondents. Appellate Case No. 2020-000735. The Persimmon Hill decision is one of the most impactful South Carolina insurance coverage decisions in years. The 58-page opinion authored by Justice Konduros addresses myriad issues including insuring agreements, obligations owed to insureds and additional insureds, bad faith, and an alternative to the "time on risk" allocation formula. The opinion is very dense, and South Carolina construction attorneys, insurers, and contractors should read and re-read the opinion to appreciate the full impact. Ultimately, the appellate court affirmed the trial court's punishing eight figure verdict against Penn National including punitive damages and attorney's fees.

The underlying claim was initiated in or around 2012 and involved home owner class allegations and Home Owner Association ("HOA") allegations of construction defects at the Persimmon Hill townhome community. The community included 74 buildings and 388 units. Original defendants included Portrait Homes – Persimmon Hill, LLC ("Portrait"), the developer and general contractor, and alleged subcontractors Jose Castillo d/b/a JJA Framing ("Castillo") and JJA Construction, Inc. d/b/a JJA Framing ("JJA, Inc.") ("JJA Framing" hereinafter referred to as "JJA"). JJA installed framing components, windows, doors, flashing, and weather barriers in approximately 85% of the units. Portrait required all subcontractors, including JJA, to sign a master agreement which

included defense and indemnity provisions and a requirement to name Portrait as an additional insured on its commercial general liability insurance policy. Notably, Portrait utilized both a Master Agreement with subcontractors which did not specify specific projects and a Housing and Purchase Order Contract, which was project specific. Penn National issued policies to both Castillo and JJA, Inc., with alleged varying degrees of additional insured "AI" provisions and/or endorsements – some specifically naming Portrait and others including completed operations coverage to "owners" and "contractors". Portrait tendered to Penn National for defense and indemnification as an additional insured. Penn National denied coverage. JJA never officially tendered to Penn National, but an independent adjuster asked Castillo if he wanted Penn National to assist to which he said "no." The HOA settled the construction defects suit as to Portrait and all other defendants, excluding JJA. The HOA secured a default judgment against JJA for more than $4 million.

As part of the resolution of the underlying claim, JJA assigned "all of its rights as an insured under Penn National's policies" to the HOA as the claimant/judgment creditor. Additionally, as part of an additional insured coverage declaratory judgment claim asserted against Penn National, Portrait assigned certain recovery rights against Penn National to its excess insurer "to reimburse the excess insurer for what it paid toward the Portrait settlement." The trial court found in favor of Portrait awarding a total of $11,386,070.48 for Breach of contract- Duty to Defend, Breach of contract – Duty to Indemnity, Prejudgment Interest, Attorney Fees / Costs, Bad Faith Refusal to Pay and Punitive damages. The trial court also awarded a total of $15,953,464.98 to the HOA for Bad Faith Refusal to Pay, the HOA's Judgment Creditor Claim, and Punitive damages. This appeal followed.

Extrinsic Evidence Allowed to Determine AI Status

The appellate court affirmed the trial court's finding that Portrait qualified as an additional insured based on ambiguities in the insurance contracts and extrinsic evidence establishing the parties' intent.

Penn National argued that based on the unambiguous policy terms and the Portrait contracts in evidence, Portrait did not qualify as an additional insured under the policies at issue. Penn National contended that certificates of insurance do not impact coverage and cannot be used to modify unambiguous policy terms. Penn National argued that the trial court improperly relied on a sole certificate of insurance naming a Portrait entity to

confer additional insured status because the certificate of insurance is not part of the insuring agreement and also because the company issuing the certificates of insurance expressly disclaimed any intent to extend or alter coverage.

First, Penn National argued as follows: that certain policies clearly and unambiguously only extended additional insured coverage to three specific Portrait entities listed in the schedule of the CG 20 37 endorsement attached to those policies. None of the plaintiffs in the underlying litigation were named in that schedule. The endorsement states that coverage is only afforded to entities appearing in that schedule. Because the terms are unambiguous, it was improper for the court to consider extrinsic evidence to determine the parties' intent.

Second, Penn National contends that Portrait does not meet the requirements in certain policies' "Automatic Additional Insureds" endorsement for the following reasons. That form requires: (1) a written contract between the named insured (JJA, Inc.) and Portrait; (2) that the contract require JJA, Inc. to name Portrait as an additional insured; and (3) that this additional insured status include completed operations coverage specifically. Penn National argued no contract in evidence satisfied these elements. The Housing Purchase Order contract predates JJA, Inc.'s formation and does not name it as a party or require completed operations coverage for Portrait. The Master Agreement is signed by Castillo rather than by JJA, Inc.

Portrait argued it met both endorsements' terms based on its Master Agreement and Housing and Purchase Order Contract with Castillo, arguing that it also bound all JJA, Inc. entities working on the Persimmon Hill construction project. Portrait further argued that latent ambiguities in the policies opened the door to considering extrinsic evidence of intent. And that evidence demonstrated Portrait qualified as an additional insured party. The trial court agreed.

In considering these issues, the appellate court explained that in determining coverage, courts first look to the plain policy text. If unambiguous on its face, the policy language controls without entertaining external evidence. But where policy provisions are reasonably susceptible to more than one interpretation, courts then examine parol evidence to clarify the parties' meaning. Here, the appellate court agreed with the trial judge that ambiguities existed allowing review of Penn National's underwriting files and certificates of insurance.

Specifically, the court agreed that using Castillo's business address as the "location" in

the endorsement schedule created confusion. It suggested perhaps the parties meant coverage at projects where Castillo/JJA Framing performed work for Portrait, rather than strictly its geographical HQ. Additionally, the soporific corporate organization of the various JJA entities reasonably indicated intent to continually cover the same ongoing framing business across its different incorporated manifestations. Penn National listing JJA, Inc. as an "individual" supported interpreting it as legally indistinct from sole proprietorship Castillo (both dba JJA Framing).

The court found these phrases to be latently ambiguous, and upheld the trial court turning to extrinsic evidence including underwriting files – which the court claimed supported findings that Castillo was the insured party across time and corporate form and that Penn National never treated incorporation of JJA, Inc., as affecting a material policy change. The appellate court also upheld the trial court finding that certificates of insurance issued contemporaneously demonstrated understanding that Portrait held additional insured status under the policies.

Further, the appellate court highlighted that South Carolina law requires construing ambiguities liberally in favor of the insured and strictly against the insurer drafter. Moreover, the appellate court further indicated that courts assume parties intend reasonable, harmonious interpretations reflecting common sense – not unduly technical readings that render contract rights illusory. By affirming the trial court's reasoning that ambiguities existed and parol evidence clarified the parties' intended additional insured status for Portrait, the appellate court held that the trial court properly applied state law canons of insurance policy interpretation.

Insurer's Knowledge as Substitute for an Insured's Required Notice of Claim

The appellate court affirmed the trial court's finding that JJA was not required to provide Penn National with formal notice of claim.

Penn National argued that Castillo failed to satisfy the policies' requirement that the insured notify the insurer "as soon as practicable" in the event of an occurrence, offense, or claim that may result in legal liability. Even though Penn National received notice of the underlying lawsuit from Portrait in June 2013, it argues this did not excuse Castillo's duty to notify Penn National himself after he was formally served with the complaint in September 2013. Penn national argues that under South Carolina law, an insurer's knowledge cannot be a substitute for the insured's required notice. Penn National argues that Castillo never contacted Penn National about the suit, even after meeting

with their adjuster who provided contact information and instructions to call.

JJA argued that formal notice was not required because Penn national had actual notice of the lawsuit. The trial court agreed.

The appellate opinion dedicates significant discussion to analyzing whether JJA/Castillo declined or waived coverage rights under the Penn National policies. The appellate court affirmed the trial judge's conclusion that Penn National retained defense and indemnity obligations despite Castillo's statement to a claims investigator that he did not want Penn National's defense.

The court held that under South Carolina law, insurers seeking to deny coverage based on an insured's noncompliance with policy notice provisions or cooperation clauses must demonstrate resultant "substantial prejudice." Proving mere technical breach alone cannot release their duties. Rather, the insurer must show concrete impairment impacting investigation or defense capacities despite reasonable efforts.

Here, Penn National argued Castillo's brief conversation with its investigator combined with his admitted breach of notice terms justified terminating all policy rights. However, the trial and appellate courts found Penn National knew independently of the underlying construction defect litigation well before Castillo, possessing meaningful opportunity to protect its own interests.

Critically, the court found that when asked if he wanted assistance, Castillo lacked complete details about his liability exposure and/or that Penn National owed him a defense. The appellate court held this limited context precluded finding his statement declining assistance to be an informed waiver of valuable contracted rights and considered Penn National's defense history with JJA on similar construction matters.

Moreover, the court determined Penn National acted unreasonably in hiding pertinent claim details then trying to absolve itself of obligations through an investigator's cold call. An insured's policy rights continue intact until the insurer satisfies duties like retaining counsel or thoroughly investigating, which never occurred here.

In conclusion, the appellate opinion holds an insurer must prove both straightforward policy breach and resultant concrete impairment under South Carolina law to deny coverage otherwise triggered. Even if the insured violates notice provisions, the company retains thorough defense and indemnity obligations until demonstrating

substantial investigatory or litigation prejudice. As Penn National failed to show real limitations from Castillo's delayed notice, coverage responsibilities persisted regardless of technical noncompliance.

Bad Faith Based on "Totality of the Insurer's Conduct"

JJA asserted that bad faith should found based on the totality of Penn National's conduct, and the trial court agreed.

Penn argued (1) none of the individual alleged bad acts met the elements for insurance bad faith in South Carolina, (2) state law does not endorse reviewing the totality of insurer conduct outside the decision-making timeframe, and (3) the whole of its actions in investigating and denying this particular claim were reasonable under the total circumstances known at that time.

Penn National asserted that none of the specific behaviors identified by the trial court were sufficient on their own to prove the required elements of a bad faith claim under South Carolina law. For instance, it was not unreasonable to refrain from investigating the underlying claim or contacting witnesses once Castillo declined a defense and refused to cooperate. Additionally, Penn National contended the "totality of the conduct" standard is inapplicable to insurance bad faith claims under state precedent. Penn National supported its argument with case law holding that bad faith depends on the insurer's conduct "at the time" the claim was denied.

Penn National argued the trial court's reliance on the improper standard and consideration of out-of-period conduct requires reversal of the bad faith judgment.

The appellate court cited State precedent holding insurers to a tort standard of good faith and fair dealing towards policyholders given insurance's quasi-public nature and impact on citizens' wellbeing. Beyond mere breach of contract, bad faith requires showing the insurer unreasonably denied coverage or failed to investigate/pursue settlement opportunities without proper cause. Penn National argued on appeal that certain acts cited by the trial court individually were not unreasonable as a matter of law. However, the appellate court judged the totality of circumstances.

Specifically, the trial and appellate courts pointed to claimed examples of Penn National's deficient claims handling. First, inadequate investigation given readily available internal documentation on JJA's contact details and claim history which Penn

National failed to consult before issuing denial. Second, applying extra-contractual conditions like requiring JJA to explicitly request defense representation when the policies entitled insured's to a defense without prerequisite demand. Third, misleading JJA proprietor Castillo about the scope of rights and liabilities involved when asking him to waive defense counsel. Fourth, slow and disorganized response failing to meet basic fair claim handling practices.

The courts held that together this course of conduct demonstrated Penn National did not exercise the good faith judgment and diligence required under its policies and South Carolina common law. The decision notes Penn National had strong indication from the outset Castillo faced extensive liability exposure, knew of long-running construction defects plaguing the townhomes, and understood the suit allegations brought the claim within policy coverage. Further findings include that Penn national failed to leverage its own resources, prior cases defending JJA in similar suits, contractual rights and duties, or third-party outreach opportunities to protect its insured's interests upon receiving notice independent of JJA.

The trial court weighed testimony and evidence to conclude Penn National denied JJA's claim in bad faith rather than pursue reasonable investigation or fair settlement. The appellate court deferred to the trial judge's findings as the arbiter of witness credibility and factual determination. Allowing the examination of the totality of Penn National's claim handling, the appellate court held the bad faith ruling aligned with State common law standards. The court judged Penn National's actions by the full context of information available contemporaneously, not just presuming individual behaviors like delayed investigation might have independent explanations.

Modification of Time on Risk

The appellate court dedicated significant attention to analyzing the trial court's decision to alter the time-on-risk allocation formula for dividing liability across multiple insurance policies. The governing South Carolina Supreme Court case for continuous damage situations had prescribed a specific approach for apportioning damages when it is impracticable to pinpoint the exact amount of injury occurring during each policy period. However, the appellate court here held that key differences in policy language justified deviation from that precedent here.

In Crossman Communities of North Carolina, Inc. v. Harleysville Mutual Insurance Co. ("Crossmann II"), the South Carolina Supreme Court moved away from the "all sums" or

"joint and several" approach to allocating liability. The Crossmann II court ruled that insurers are only responsible for damages accrued during their particular time on the risk. That court instructed that absent concrete proof of the pattern of injury progression, courts should apply a formula to reasonably approximate each insurer's share – namely dividing total damages by the number of years in which it progressed, then allocating according to the portion of those years a given insurer provided coverage.

The appellate court held that the default allocation rule rests on specific operative policy language limiting the insurer's obligation to damages occurring during the policy term. It explained that the Penn National policies here contained additional phrasing covering property damage arising after expiration if it flowed continuously from damage triggered during the policy period. In other words, post-policy damage was deemed included as a coverage continuation if causally traceable back to original damage taking place during the insurer's time on the risk.

Faced with this added "continuation" provision, the appellate court found the trial court properly exercised its discretion to adapt the allocation framework to better match the contractual text and equitably account for subsequent damage traceable to initial covered events. The appellate court affirmed that moved as within the trial judge's discretion per Crossmann II and its progeny.

In conclusion, the appellate opinion deferred to the trial court's reasonable judgment that deviations were warranted in applying the default time-on-risk allocation analysis. The additional "continuing damage" phrasing in Penn National's policies justified tweaking the standard formula to accurately reflect contractual text and maintain equitable claims handling. The court ruled the adaptation aligned with state common law precedent and ensured Penn National properly covered its fair portion of the insured's loss.

In sum, the Persimmon Hill opinion explains and arguably modifies existing state law. We expect this matter to be appealed to the South Carolina Supreme Court.

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- By **Randall Pais**

On May 28, 2023 the Texas Legislature enacted multiple bills impacting the Construction industry in Texas with the intent to make it more attractive for out of state contractors to do business in Texas. The legislation enacted in May was signed by Governor Abbott and made effective September 1, 2023.

1. Texas HB 3485 amends the Prompt Pay Act (Chapter 28, Sec 28.0091. Texas Property Code). This statute, amended effective September 1, 2023, protects contractors from excessive owner directed Change Orders. A contractor may refuse a Change Order if it is unsigned **AND** the estimated value of the work exceeds 10% of the contract price. This change applies to both public and private contracts,

2. Texas HB 2024 amends Statute (Chapter 16.009. Texas Civil Practice & Remedies Code). The amendment, effective June 9, 2023, reduces the Statue of Repose for residential construction from 10 years to 6 years as measured from substantial completion of the warranted work.

3. H.B. 2022 amends Statute (Chapter 27, Sec 27.001 et al, Texas Property Code). This amendment, among other modifications, became effective September 1, 2023 and limits home contractor's liability to actual home defects arising from construction; it increases contractor's deadline to make an offer to repair the defect from 45 days to 60 days.

4. Texas SB 219 amended and enacted (Chapter 59, Sec 59.001 (Texas. Business & Commerce Code-Title 4) This act, effective September 1, 2023, modifies the 1907 Court decision in *Lonergan v. San Antonio Loan & Trust.* There, the court held the builder/contractor responsible for a defective design provided by the owner. The Court reasoned that the contractor, in view of its construction experience, should have known or discovered the design defect. In most all other jurisdictions, the contractor is not responsible for a design defect when the design is provided by the owner. The new Act, now changes the presumption from the *Lonergan* case, by establishing a contractor will not be liable for a defective design provided by the owner ,thus aligning Texas with other state laws. The new law, however, will not protect the contractor when it provides the faulty design.

5. HB 2965 amends the Right to Repair Statue enacted in 2021 (Chapter 2272. Sec 2272.0025, Government Code). This amendment clarifies for public work projects that a No Waiver clause in the contract will not be permitted subsequent to September 1, 2023.

6. Recent Texas Supreme Court ruling. See May 22, 2023 in *Pepper Lawson Horizon International Group LLC v. Texas Southern University.* (Supreme Court of Texas Decisions 2023.) The case arose from a public construction project for the balances owed and construction delays attributed to TSU.

The contractor, PLH, claimed circa $7M in unpaid contract balances and $3.7M in delay costs. TSU asserted a defense that, as a Texas a public university and a state agency, it was immune from liability unless immunity was waived. PLH asserted that TSU under Chapter 114 (Texas Civil Practice & Remedies Code.) waived its immunity. The Texas Supreme Court, in reversing the Court of Appeals, agreed and held that PLH "only had to establish Chapter 114, not the contract, unambiguously waived immunity" and that PLH in this case established that it complied both with the requirements under Chapter 114 demonstrating that TSU waived its immunity (i) under the Statute and (ii) in the contract. Accordingly, PLH was entitled to pursue its claims for damages, attorney fees and interest.

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By **Bennett Chin**

In the wake of the devastating Maui wildfires, Hawaii's construction sector faces a tumultuous landscape, entangled in legal battles and logistical challenges. The repercussions reverberate across the state, with more than 50 legal firms engaged in representing fire victims, a number that continues to increase daily.

Anticipated to escalate into thousands of claims seeking billions, the aftermath of these wildfires casts a shadow over ongoing and future construction litigation. Notably, a condominium project in Lahaina that has been embroiled in construction defect litigation has lost two out of eight buildings due to the Maui inferno. As the trial date was recently continued due to the uncertainty of the damages due to the wildfire, the parties are waiting for government officials to permit entry to allow the parties to begin evaluating the extent of damages while awaiting the stance of the homeowners association concerning the alleged losses incurred.

However, the wildfire's fallout extends beyond immediate property damage. A separate case, initiated by the USA, spotlights FHA and ADA violations in residential projects dating back to the early '90s on Maui. Despite negotiations with US Attorneys resulting in a consent decree, the road to compliance with FHA and ADA standards proves arduous. Scarce contractors, predominantly focused on the urgent reconstruction efforts in Lahaina, pose a substantial

obstacle. Moreover, lengthy permit delays from the building department further impede progress, especially for non-urgent repairs or applications.

The confluence of legal entanglements and logistical hurdles presents a multifaceted challenge for Hawaii's construction industry, underscoring the pressing need for resolution amid the wildfire's aftermath.

New Litigation Emerges Over PEX Plumbing in Condominiums

A specter from the past haunts the realm of high-rise condominiums, as a new wave of litigation arises, this time not over brass fittings but within the very veins of the buildings' PEX supply piping systems. Between 2008 and 2012, a plethora of legal actions besieged developers, contractors, material suppliers, and design professionals, citing alleged failures of brass fittings in PEX systems. Settlements brokered mandated the complete replacement of dezincified yellow brass fittings.

More than a decade later, new PEX piping litigation has emerged, with at least three high-rise condominiums now embroiled in litigation concerning their PEX supply piping systems. In contrast to the previous problem focused on malfunctioning yellow brass fittings first detected in the hot water pipes, the present issue arises from leaks occurring within the PEX piping. Specifically, these leaks manifested in the cold-water lines, particularly at radial bends where the flexible nature of PEX piping, capable of bending up to 90 degrees, first exhibited signs of failure.

As legal proceedings progress, homeowner associations emphasize the necessity for significant plumbing interventions, and advocating for a complete repiping of the entire PEX systems to address the escalating concerns. In the midst of these considerations, a significant dilemma emerges: deciding between PEX replacement or upgrading to copper piping, a move that substantially increases the costs of repairs.

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Associate **Lara Breslow** and Partner **Stacy Moon** received summary judgment in a case brought by an owner in a Design Criteria Professional matter in which GRSM defended the DCP from third-party claims

brought by the owner that the DCP failed to perform its duties, resulting in litigation between the owner and the general contractor. Initially, the court denied summary judgment over concerns that a particular phrase was ambiguous – an issue not raised by the owner until the hearing on the motion for summary judgment. On rehearing and reconsideration, the court found that the issue of ambiguity had not been raised before the previous hearing, found that the merger clause applied, and granted both the motion to reconsider and the motion for summary judgment.

Partners **Vic Rawl**, **Dan Evans**, **Brittany Bihun**, **Kerry Jardine**, and Associate **Katie Wayne** obtained an order denying class certification from the U.S. District Court, District of South Carolina, of an alleged class action asserting construction defects against GRSM's client, commercial general contractor.

This case involved a prominent oceanfront timeshare project in South Carolina consisting of multiple towers. The plaintiff moved to certify a class of over 10,000 fractional owners of the project. The GRSM team opposed the plaintiff's class efforts on several grounds, and ultimately, the Court agreed with the team that the plaintiff was unable to satisfy the requirements necessary to proceed as a class action.

Denver Partner **Dan Evans** and Senior Counsel **Colleen Kwiatkowski** obtained an order from the U.S. District Court for Colorado dismissing, without prejudice, all claims against its structural engineering client. Plaintiff was a large telecommunications firm which intended to purchase an existing building in Florida. Plaintiff entered into an agreement with an engineering firm, which subcontracted some of the work to GRSM's engineering client. In the lawsuit, the defendant engineering firm asserted third-party claims against GRSM's client. GRSM argued that the court lacked personal jurisdiction over its client, which is located outside Colorado, and further argued that registering to do business in Colorado does not, without more, subject a company to personal jurisdiction. The U.S. District Court agreed, dismissing GRSM's client from the case with prejudice. The client is very pleased with this result.

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Partner **Todd Regan** wrote an article titled When Payment Bonds Cover Rental Equipment Charges which discusses the ability of equipment suppliers to recover costs under payment bonds in

construction projects. It was published in the NASBP's Surety Bond Quarterly. The full article can be read **here**.

South Carolina Partner **A. Victor Rawl, Jr.** presented the defense perspective at a CLE entitled "Class Action Litigation with Single Family Residences" at the 2023 South Carolina Construction Law Conference in Hilton Head South Carolina on September 21, 2023. Mr. Rawl has defended numerous construction class actions on behalf of large national developers. He has also been recognized as "Lawyer of the Year" in the category "Mass Tort Litigation / Class Actions – Defendants" by *Best Lawyers in America*® in 2021 and 2023.

Partners **Chip Clay** and **Angela Richie** hosted *"That's Totally Bogus Man!": Strategies for Defending Against Backcharge Claims? on September 26, 2023..* This webinar provided tips and best practices for how to evaluate and respond to both valid and bogus backcharges with the goal being to avoid delays in payment and disputes. You can view a recording of this webinar **here.**

Associate **Robin Sagstetter** hosted *"Minding Your P's and Q's… or Rather Your Employee Handbooks": Best Practices and Key Provisions to Address the Changing Employment Environment* on October 10, 2023. This webinar provided guidance on recent employment law changes and tips for drafting an effective employee handbook. Policies covered include wages, classification, overtime, discrimination, harassment, retaliation, accommodations, work performance, disciplinary action, leave, and workplace safety.. You can view a recording of this webinar **here.**

Partner **Lisa Cappelluti** and Senior Counsel **Kendall Der** hosted *WIC Tuesday Talks: Making an Offer that Can't Be Refused – Negotiating the Top Most Contested Terms in Construction Contracts* on October 17, 2023. This webinar discussed the top most negotiated terms of today's construction agreements, and offer sample favorable language for each project owner and general contractor. You can view a recording of this webinar **here.**

Partner **Denise Motta** hosted *Alphabet Soup – Understanding the ABCs of CGL, BR, E&O, OCIP, CCIP,*

and Other Insurance Policies on November 14, 2023. This webinar discussed considerations to develop an understanding of various insurance policies and key provisions that could come into play when seeking or defending against damages that arise on construction projects. You can view a recording of this webinar **here.**

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The GRSM Construction Law Blog continues to post new content addressing topical issues affecting the construction industry throughout the country. From analysis of new court decisions, discussions of timely legislation, and commentary on real-world, project-specific issues, GRSM's Construction Law Blog provides insight on the issues that affect the construction industry now.

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If you have questions about this issue of the Construction Law Update or our nationwide construction practice, **click here** to visit our practice group page or contact partner **Dan Evans**.

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