

Addressing Risks and Legal Issues Associated with Drafting, Negotiating and Administering Contracts

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Protora Law is a Northern Virginia based firm that provides strategic legal services to small, mid-tier, and large businesses throughout all stages of a company's lifecycle. Designed around the needs of businesses, our practice areas include Government Contracts, Corporate & Business Transactions, Intellectual Property and Technology Law, Employment Law, Commercial Lending, Real Estate, Construction Law, Unfair Business Practices, Business Litigation, and Trusts and Estates.

Greenbaum, Rowe, Smith & Davis is a multi-practice law firm serving local, regional and national clients. As one of New Jersey's leading law firms, the firm brings diverse and comprehensive expertise to the representation of both businesses and individuals. For over 100 years, the firm has earned the trust and loyalty of clients by providing sophisticated, creative and cost-effective representation through collaborative teamwork, proactive legal strategies, attention to detail and relationship-oriented service.

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Peckar & Abramson, P.C. maintains offices in New York City, New Jersey, Washington D.C., Miami, Chicago, Oakland, Los Angeles, Austin, Houston, and Dallas, and has affiliations with global firms in Latin America (through its founding membership in CONSTRULEGAL), London, China and India. In addition to its core construction practice, the firm has affiliated practice groups who counsel contractors on labor and employment matters, corporate and regulatory compliance issues including D/M/WBE compliance and general corporate and real estate matters. The firm's website can be found at www.pecklaw.com.

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Brief Speaker Bios:

Devon Hewitt, a partner at Protorae Law, has over 25 years' experience in the field of Government Contracts and represents, emerging, small, mid-size and large government contractors located across the United States and abroad. Ms. Hewitt is best known as a bid protest attorney, having participated in well over 100 bid protests lodged at various federal agencies, including the Small Business Administration and the Government Accountability Office. She also has participated in bid protests filed at the United States Court of Federal Claims and is one of the few bid protest attorneys that has argued bid protest decisions on appeal at the United States Court of Appeals for the Federal Circuit.

Steve is a partner in the Litigation Department of Greenbaum, Rowe, Smith & Davis LLP, where he is a member of the Construction Practice Group. The firm has offices in Woodbridge and Roseland, New Jersey and in New York. Steve concentrates his practice in construction law and represents owners, contractors and design professionals in construction-related claims and disputes. He also represents community associations, unit owners and developers in lawsuits regarding construction defects, budgeting and financing issues and condominium governance. Steve maintains an active transactional practice, negotiating and drafting construction contracts for his clients. He frequently lectures industry groups and bar associations on construction law topics and is the legal columnist for two specialty trade publications, Plumbing Engineer and PHC News.



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Brief Speaker Bio:

Gary M. Stein is the Co-Managing Partner of Peckar & Abramson's Miami office. He also currently serves as general counsel for the South Florida Chapter of the Associated General Contractors of America (South Florida AGC).

Mr. Stein's primary area of practice is construction law and he is certified by the Florida Bar as a Construction Law Specialist. His practice includes the representation of general contractors, construction managers, subcontractors, owner/developers and other construction professionals in the litigation, arbitration and mediation of construction and design defect claims, contract claims, construction lien claims, delay and impact claims, surety bond claims, insurance claims and related matters on low-rise, mid-rise and high-rise residential, commercial, and municipal projects, on civil infrastructure projects involving roads, bridges and tunnels and on energy infrastructure projects involving power plants.



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The recent economy has grown significantly complex over the years, thus, adding more complications to the traditional systems and processes, especially with respect to drafting, negotiating and administering contracts. With the risks associated to it, negotiating and administering contracts have always been a challenge faced by almost all organizations for the past years.

Therefore, it is vital for businesses to have a full and deep understanding of the fundamentals, as well as the relevant perils and penalties, to successfully handle contract negotiation and administration.

In this LIVE Webcast, a seasoned panel of thought leaders and professionals brought together by The Knowledge Group will provide the audience with an in-depth discussion of this significant topic. Speakers will present key strategies and practical tips to minimize risks associated with negotiating and administering contracts.

Key topics include:

- Assessing risks associated with particular types of contracts
- Allocating risk among the parties
- Identifying and negotiating risk shifting contract clauses
- Perfecting contract claims

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Why are contracts important?

- A contract is an exchange of promises by which the parties agree to be bound
- An exchange of promises generally addresses performance in the future
 - Enforceable promises promote certainty in trade/commerce
 - Enforceable promises also keep public peace

Formation of a Contract

- Who?
 - Who are the parties making the promises?
- What?
 - What are the promises the parties have made?
 - Promise to perform
 - *What is the nature of performance?*
 - Promise to pay for performance
 - *What is the consideration for such performance?*

Risks Associated with Contract Performance

- Performance
 - Unsatisfactory performance
 - Quality of Performance
 - Statement of Work
 - Service Levels/Quality Control Plan
 - Right of acceptance
 - Set off rights
 - Progress/Milestone Payments

Risks Associated with Contract Performance

- Performance *cont.*
 - Unsatisfactory performance *cont.*
 - Timeliness of Performance
 - When must performance be accomplished?
 - What happens if performance is delayed?
 - Liquidated Damages
 - Changes
 - What can be changed?
 - What is the effect of change on schedule or price?
 - What is the consideration for the change?

Risks Associated with Contract Performance

- Payment
 - Failure to pay
 - Preconditions to Payment
 - What do I need to do to get paid?
 - What is the payment amount?
 - Late Payment
 - When must payment be made?
 - Discount for prompt payment
 - Penalties for late payment

Risks Associated with Contract Performance

- Risk Shifting/Risk Mitigation
 - Disputes
 - Representations and Warranties
 - Insurance
 - Indemnification
 - Limitation on Liability
 - Survival

Best Practices for Establishing Enforceable Contracts

- Negotiate the deal
 - Identify and detail promises
 - Identify risks and determine likelihood of risk materializing
 - Understand leverage points
 - Understand vulnerabilities
- Reduce contract terms to writing
- Seek assistance of counsel
 - Counsel can draft promises such that they reflect the deal and can be enforced
 - Counsel can identify risks

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Negotiating and Drafting Contracts - Prior to Contract Execution



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Buyer Concerns



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- Timely Delivery of Products/Services
 - Delay/Liquidated Damages Clause



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- Quality of Products and Services
 - Warranties
 - Correction of Deficiencies Provision



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- Indemnification for Third-Party Claims
- Managing Costs



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Seller Concerns



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- Timely Payment by Buyer



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- Paid When Paid
- Set off/Withholding



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- Early Payment Discounts
- Interest on Late Payments



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- Limitation of Liability
 - Direct v. Consequential Damages
 - Narrow Indemnification Obligation



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- Narrow Warranty Obligation
- Force Majeure



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Termination Rights Mutual Termination

- Mutual upon Notice
- Look to Contract
- What if not addressed in Contract?
- Termination for convenience option

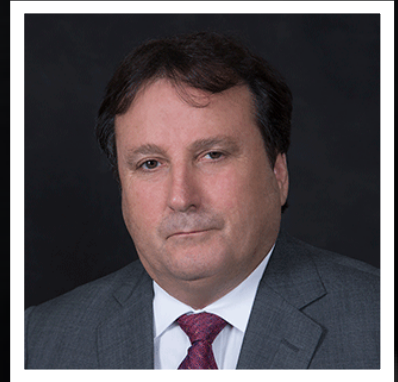


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Sample Termination for Convenience Provision

- Owner's Right to Terminate for Convenience. Owner may, for its own convenience and without cause, terminate the Contract at will upon ten (10) days' advance written notice to Contractor. If Owner terminates the Contract for its convenience, then Owner shall pay Contractor, as Contractor's sole and exclusive remedy against Owner for terminating the Contract, (i) the Contract Sum earned through the date of termination for all Work properly performed hereunder, plus (ii) Contractor's reasonable and direct demobilization costs, plus (iii) the Cost of the Work for materials purchased, manufactured or delivered to the Site, but not yet installed, plus (iv) reasonable restocking charges incurred by Contractor as a result of such termination, less (v) all previous payments that Contractor made to Contractor hereunder.



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Termination Upon Default

- Whose Default – Owner or Contractor?
- Look to Contract
- What if not addressed in Contract?



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Contractor Default

Sample Provision:

Contractor's Default and Termination for Cause. If Contractor (a) files a voluntary petition in bankruptcy, or (b) becomes insolvent, or (c) obtains an order for relief under Section 301 of the Bankruptcy Code, or (d) files any petition or fails to contest any petition filed against it seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief for debtors, or (e) seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of any of its property or assets, or (f) makes an assignment for the benefit of creditors, or (g) makes an admission in writing of its inability to pay its debts generally as they become due, or (h) fails to make payments to its Subcontractors in accordance with the terms of its Subcontracts, (j) fails to perform and complete the Work in compliance with the Contract Documents, or (k) fails to perform any of its other material obligations under the Contract, is a "Contractor Default"), then Contractor shall be in default of the Contract.



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Contractor Default – cont.

Sample Provision:

If Contractor (i) fails to commence to cure, and diligently pursue cure of a Contractor Default no later than five (5) days after Contractor's receipt of written notice from Owner of a Contractor Default, or (ii) fails to cure such Contractor Default no later than thirty (30) days after Contractor's receipt of written notice from Developer of a Contractor Default, then Owner may (a) terminate the Contract with written notice to Contractor, (b) take possession of and use all or any part of Contractor's materials, equipment, supplies and other property of every kind used by Contractor in the performance of the Work and to use such property in order to complete the Work, (c) complete the Work in any reasonable manner it deems desirable, (d) exercise its right to assume Contractor's Subcontracts and other agreements for the performance of the Work, (e) exclude Contractor from the Site, and (f) take such other action as may be available to Contractor in law or equity.



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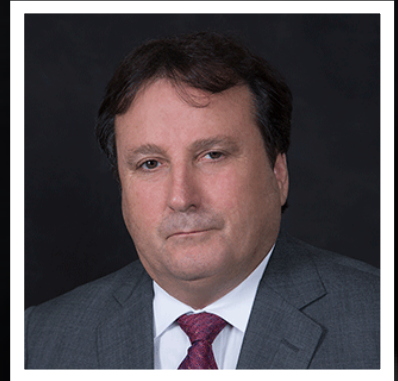
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Owner Default

Sample Provision:

Owner's Default and Termination for Cause. Owner shall be in default of the Contract if Owner fails to pay Contractor the amounts due in a Requisition within thirty (30) days after the date the payment of such amounts within a Requisition were due to Contractor as provided in the Contract (a "Developer Default").

If Owner fails to cure an Owner Developer Default no later than ten (10) days after Owner's receipt of written notice from Contractor of an Owner Developer Default, then Contractor may terminate the Contract with an additional seven (7) days' prior written notice to Owner Developer.



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Owner Default – Cont.

Example Provision:

In the event Contractor properly terminates the Contract under this Article 19, then Owner shall pay Contractor, as Contractor's sole and exclusive remedy against Owner, (i) the Contract Sum earned through the date of termination for all Work properly performed hereunder, plus (ii) Contractor's reasonable and direct demobilization costs, plus (iii) the Cost of the Work for materials purchased, manufactured or delivered to the Site, but not yet installed, plus (iv) reasonable restocking charges incurred by Contractor as a result of such termination, less (v) all previous payments that Developer made to Contractor hereunder.



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Obligations Upon Termination

- Look to Contract
- Developer Default – Pay Contract balance for work performed
- Contractor Default – Pay costs to complete and correct to the extent adjusted contract amount is exceeded and Owner may take possession of Contractor's materials, equipment or supplies, to complete work
- What happens with plans?



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Managing Claims

- What is a Claim?
 - ❖ “Claim” is defined in your Contract
 - ❖ You must comply with Contract provisions to perfect a claim under Contract
 - ❖ If you don’t comply with the Contract provisions you risk getting your claim denied



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What is a Claim?

Sample Contract provision:

- Claim – A demand or assertion by Owner or Contractor seeking, as a matter of right, an adjustment of the Guaranteed Maximum Price or an extension of the Contract Time, or both, or other relief with respect to the terms of the Contract. The burden of substantiating a Claim shall rest with the Party making the Claim.



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Process / Procedure

Sample Provision:

Claims of Contractor. Contractor shall prepare and deliver to Owner all of its Claims in strict compliance with the terms, conditions and requirements of this Agreement.

Contractor must deliver each of its Claims to Owner in the form, and with the information, required herein no later than ten (10) days after the occurrence of the event, circumstance, condition, omission or act giving rise to the Claim.

All of Contractor's Claims must be in writing and must state the following: (i) the factual basis upon which the Claim is made in the form of written narrative that describes in reasonable detail the event, circumstance, condition, omission or act giving rise to the Claim to the extent known at that time, including the date that such event, circumstance, condition, omission or act giving rise to the Claim occurred; (ii) the specific contractual relief requested by Contractor with an accompanying written explanation thereof that identifies the terms of the Contract upon which Contractor's request is based; and (iii) if the Claim is for an increase in the GMP, then the actual adjustment in the GMP (in terms of a specific dollar amount) requested by Contractor.



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Failure to Provide Timely Notice

Sample Provision:

Contractor's failure to prepare, and deliver to Owner, a Claim that strictly complies with the requirements of this Agreement shall deprive Contractor of any potential right to an extension of a Contract Time, an adjustment of the GMP, or any other relief under the Contract, by reason of the event, circumstance, condition, omission or act giving rise to the Claim, upon which such Claim is based. Contractor knowingly waives, and shall be deemed to have waived, any Claim of Contractor that fails to strictly comply with the requirements of this Agreement. No Claim shall be considered by Owner unless and until Contractor delivers such Claim to Owner in strict compliance with this Agreement.



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Managing Claims

- Notice of Claim
 - ❖ Example – “Notice of Claim” must be submitted in writing to the Owner “no later than ten (10) days after the occurrence of the event giving rise to the Claim” or “within ten (10) days from the time the Contractor becomes aware of the Claim.”
 - ❖ When is the “occurrence of the event” or when is it that the Contractor “becomes aware”?!
 - ❖ The answer could be in letters, emails, texts, daily logs, meeting minutes, etc..



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Managing Claim

- Proper Notice of Claim – Risk Management
 - ❖ You need a formal process internally to ensure compliance
 - ❖ Be clear about who can issue such a notice
 - ❖ There should be an internal procedure to ensure that the notice is prepared properly and timely delivered
 - ❖ There should be a formal training for project staff on this issue
 - ❖ You need staff discipline



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Proper Notice – Form and Content

- Look to Contract
- What needs to be included in Notice
- Email, hand-delivery, certified letter, etc.



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Q&A



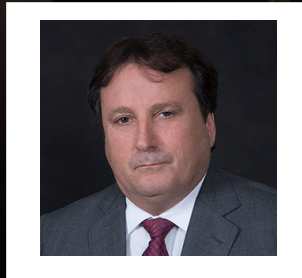
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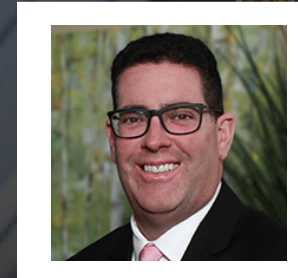
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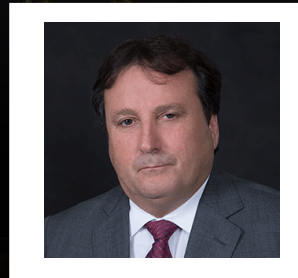
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A person in a dark suit is holding a golden scale of justice. The scale is balanced, with a chain hanging from the left pan. The background is a blurred image of the person's hands and the scale.

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