

## NEWSLETTERS

### Barnes & Thornburg Construction Law Update - July 2017

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Welcome to the July 2017 edition of the Construction Law Update, an e-publication that features articles authored by the attorneys in Barnes & Thornburg LLP's Construction practice group.

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#### **Liability and Insurance Coverage for Subcontractor's Negligence: Do Your Form Contracts and Insurance Policies Still Fit?**

By Joseph R. Fullenkamp

Using form contracts or recycling contract provisions without tailoring them to your specific project can have unintended consequences and create insurance coverage gaps. Read about two recent Indiana decisions that highlight the importance of understanding the terms of your construction contracts, ensuring they are consistent with your insurance policies, and that they comply with the law of your jurisdiction.

#### **Hot Topic: New AIA Terms for Insurance in Construction Contracts**

By Kenneth M. Gorenberg

The American Institute of Architects (AIA) publishes perhaps the most widely used contract forms in the construction industry. In April 2017, AIA released an update to its main set of general conditions between owner and contractor. This article addresses significant changes to the insurance terms in the 2017 conditions.

#### **Even When You Win, You Lose: Subcontractor's Indemnity Obligation Enforced Despite Being Absolved of Liability at Trial**

By Scott R. Murphy

The recent Michigan case, *Provenzano v. Macomb County*, illustrates the importance of paying close attention to indemnity provisions in construction contracts. Read more about how the failure to negotiate a fair and reasonable indemnity provision left a subcontractor paying for the legal defense of the general contractor even when it was absolved of liability at trial.

#### **Soaring to New Heights With Drones: The Rise of UAVs in Construction Projects**

By Kenneth D. Suzan and Molly Beckius

The next time you visit a construction site, look up. You may see a drone

## RELATED PEOPLE



### **Scott R. Murphy**

Partner

Grand Rapids

P 616-742-3938

F 616-742-3999

[scott.murphy@btlaw.com](mailto:scott.murphy@btlaw.com)



### **Kenneth D. Suzan**

Of Counsel

Minneapolis

P 612-367-8713

F 612-333-6798

[ksuzan@btlaw.com](mailto:ksuzan@btlaw.com)



### **Joseph R. Fullenkamp**

Of Counsel (Retired)

P 574-237-1269

[joseph.fullenkamp@btlaw.com](mailto:joseph.fullenkamp@btlaw.com)



### **Kenneth M. Gorenberg**

Partner

Chicago

P 312-214-5609

F 312-759-5646

[kenneth.gorenberg@btlaw.com](mailto:kenneth.gorenberg@btlaw.com)

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in flight. Learn more about how drones are being used in the construction industry, the risks and liabilities that come along with them, and expected rulemaking that is likely to continue over the coming months.

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