

## NEWSLETTERS

### Barnes & Thornburg LLP Construction Law Update - September 2016

September 26, 2016 | [Atlanta](#) | [Chicago](#) | [Columbus](#) | [Dallas](#) | [Delaware](#) | [Elkhart](#) | [Fort Wayne](#) | [Grand Rapids](#) | [Indianapolis](#) | [Los Angeles](#) | [Minneapolis](#) | [South Bend](#)

Welcome to the September 2016 edition of the Construction Law Update, an e-publication that features articles authored by the attorneys in Barnes & Thornburg LLP's Construction practice group.

If you are not currently on our mailing list and would like to receive issues of the e-newsletter directly via e-mail, visit our [subscription page](#) to sign up.

#### [Michigan Supreme Court Holds that Actual Notice of a Claim is not required under the Public Works Bond Act](#)

By Timothy J. Abeska

In an opinion issued on May 3, 2016, the Michigan Supreme Court addressed multiple issues relating to the public works bond act (PWBA). This article looks further at *Wyandotte Electric Supply Co. v. Electrical Technology Systems, Inc.*, and how the court held that actual notice of a claim is not required under the Public Works Bond Act.

#### [Are Settlement Agreements Written on the Backs of Napkins Enforceable?](#)

By Lindsey D.G. Dates

The Seventh Circuit recently answered a similar question with a resounding yes. Read this article which examines the recent 2016 opinion, *Beverly v. Abbott Labs*, to see how the case unfolded and receive practical takeaway tips to consider when drafting enforceable "same-day" settlement agreements.

#### [Contractor Waives Claims by Failing to Strictly Adhere to Contract's Dispute Resolution Procedure](#)

By David Dirisamer and Kyle Gerlach

In the 2016 case, *IPS Electric Services, LLC v. University of Toledo*, an Ohio appellate court held that the contractor had waived its claims against a state university by failing to follow the contract's dispute resolution procedure. Even though the issue at the center of the contract dispute was project delays, the court's ruling was based not on the substance of the contractual provision, but rather the contractor's failure to follow the provided dispute resolution procedures. Read more about this case along with quick takeaways for contractors to consider to resolve these issues up front to avoid dilemmas down the road.

#### [Michigan Construction Lien Rights Trump Pay When Paid Clause](#)

By Scott R. Murphy

Recently, the Michigan Court of Appeals examined whether a supplier's construction lien rights were limited by a pay-when-paid clause contained in the supplier's contract with the general contractor. Read this article to see how the court determined that the supplier was not legally required to

## 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)



### Lindsey D. G. Dates

Partner

Chicago

P 312-214-4855

F 312-759-5646

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

## RELATED PRACTICE AREAS

Construction

pursue its contractual remedy over its lien remedy and how the decision reaffirms Michigan's strong public policy in favor of enforcing lien rights even when alternative remedies are available.

© 2016 Barnes & Thornburg LLP. All Rights Reserved. This page, and all information on it, is proprietary and the property of Barnes & Thornburg LLP. It may not be reproduced, in any form, without the express written consent of Barnes & Thornburg.

*This Barnes & Thornburg LLP publication should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general informational purposes only, and you are urged to consult your own lawyer on any specific legal questions you may have concerning your situation.*

Visit us online at [www.btlaw.com](http://www.btlaw.com) and follow us on Twitter @BTLawNews.