

Introduction to Construction Law Digests 2026-1

This work provides an overview of all points of construction law classified by case and topic and explained by courts of every jurisdiction across the country. Taken into consideration are matters relating to the obligations of all parties involved in creating, executing, financing, and insuring a project. These volumes are ideal for attorneys, contractors, architects, engineers, and developers, as they cover virtually every issue arising out of construction endeavors and will aid the practitioner in drafting, interpreting, and enforcing public and private contracts.

This edition includes cases addressing the following topics, among others:

- **Public contracts**
Anton's Services Inc. v. Hagen, 116 Cal.App.5th 90, 339 Cal.Rptr.3d 51 (2025), Mesquite Asset Recovery Group, L.L.C. v. City of Mesquite, Texas, 154 F.4th 313 (5th Cir. 2025). Chapter 1
- **Interpretation of Contracts**
Contract of adhesion: Lahoud v. Anthony & Sylvan Corp., 481 N.J. Super. 29, 330 A.3d 803 (App. Div. 2025). Unconscionability: Lahoud v. Anthony & Sylvan Corp., 481 N.J. Super. 29, 330 A.3d 803 (App. Div. 2025). Chapter 3
- **Lack of license**
Marlin Construction Group, LLC v. Bollinger, 412 So. 3d 812 (Fla. 6th DCA 2024), McMillan v. Rodriguez, 376 Ga. App. 280, 918 S.E.2d 407 (2025), People's Trust Insurance Company v. Abraham, 410 So. 3d 1280 (Fla. 2d DCA 2025). Chapter 5
- **Performance versus breach**
Boudreaux v. Jackson, 412 So. 3d 1115 (La. Ct. App. 5th Cir. 2025). Chapter 8
- **Proving damages**
Bandklayder Development, LLC v. Sabga, 406 So. 3d 265 (Fla. 3d DCA 2025), Boudreaux v. Jackson, 412 So. 3d 1115 (La. Ct. App. 5th Cir. 2025). Chapter 11
- **Unjust enrichment**
Sepanossian v. National Ready Mixed Concrete Co., 97 Cal.App.5th 192, 315 Cal.Rptr.3d 373 (2023). Chapter 12
- **Negligence**
Duty of care: Ortega v. JW Marriott Investment, LLC, 405 So.3d 473 (2025), Schramm v. Adams Homes of Northwest

Florida, Inc., 414 So.3d 352 (Fla. 5th DCA 2025). *Cause in fact*: Tenaris Bay City Inc. v. Ellisor, 718 S.W.3d 193, 68 Tex. Sup. Ct. J. 968 (2025). *Privette doctrine*: Andrews v. Wagner, 116 Cal.App.5th 766, 339 Cal.Rptr.3d 588 (2025). *Assumption of the risk*: SMG Construction Services, LLC v. Cook, 922 S.E.2d 76 (2025). *Economic loss in negligence cases*: Mid-Century Insurance Company v. HIVE Construction, Inc., 567 P.3d 153 (Colo. 2025). *Economic loss in negligence cases not recoverable*: Mid-Century Insurance Company v. HIVE Construction, Inc., 567 P.3d 153 (Colo. 2025). *Duty to warn*: Andrews v. Wagner, 116 Cal.App.5th 766, 339 Cal.Rptr.3d 588 (2025). *Liability of property owners*: Andrews v. Wagner, 116 Cal.App.5th 766, 339 Cal.Rptr.3d 588 (2025), Bean v. City of Thousand Oaks, 114 Cal.App.5th 775, 337 Cal.Rptr.3d 339 (2025), Ortega v. JW Marriott Investment, LLC, 405 So.3d 473 (2025), Schramm v. Adams Homes of Northwest Florida, Inc., 414 So.3d 352 (Fla. 5th DCA 2025), SMG Construction Services, LLC v. Cook, 922 S.E.2d 76 (2025). Chapter 13

- **Other Causes of Action**

Unfair competition: Sepanossian v. National Ready Mixed Concrete Co., 97 Cal.App.5th 192, 315 Cal.Rptr.3d 373 (2023). *Mechanics liens and stop notices*: Clark Property Maintenance, LLC v. Peak Real Estate Solutions, LLC, 2025 PA Super 15, 331 A.3d 35 (2025), Crawford Electric Supply Company, Inc. v. Loga Holdings LLC, 406 So. 3d 634 (La. Ct. App. 1st Cir. 2025), writ denied, 411 So. 3d 634 (La. 2025). *Labor law*: Anton's Services Inc. v. Hagen, 116 Cal.App.5th 90, 339 Cal.Rptr.3d 51 (2025), Merlo v. 49 Grove Realty, LLC, 2025 WL 1646443 (N.Y. App. Div. 2d Dep't 2025). *Prevailing wages*: Anton's Services Inc. v. Hagen, 116 Cal.App.5th 90, 339 Cal.Rptr.3d 51 (2025). *Subrogation*: Bryan Builders, LLC v. The Cincinnati Casualty Company, 2025 WL 3095618. *Fifth Amendment taking*: Mesquite Asset Recovery Group, L.L.C. v. City of Mesquite, Texas, 154 F.4th 313 (5th Cir. 2025). *Scaffold Law*: Merlo v. 49 Grove Realty, LLC, 2025 WL 1646443 (N.Y. App. Div. 2d Dep't 2025). Chapter 16

- **Special Defenses**

Standing: Bean v. City of Thousand Oaks, 114 Cal.App.5th 775, 337 Cal.Rptr.3d 339 (2025), RND Contractors, Inc. v. Superior Court of San Bernardino, 112 Cal.App.5th 697, 334 Cal.Rptr.3d 582 (2025). *Workers' compensation as the exclusive remedy*: DPR Construction v. Workers' Compensation Appeals Board, 111 Cal.App.5th 1136, 333 Cal.Rptr.3d 412 (2025), Padron v. Osoy, 110 Cal.App.5th 677, 332 Cal.Rptr.3d 28 (2025). *Economic loss*: Mid-Century Insurance Company v. HIVE Construction, Inc., 567 P.3d 153 (Colo. 2025). *Open-and-obvious doctrine*: Ortega v. JW Marriott Investment, LLC, 405 So.3d 473 (2025), Schramm v. Adams Homes of Northwest Florida, Inc., 414 So.3d 352 (Fla. 5th DCA 2025). Chapter 17

- **Insurance**

Interpretation of insurance contracts: LM Insurance Corporation v. Nautilus Insurance Company, 723 F. Supp. 3d 519 (S.D. Tex. 2024). *Additional insured:* LM Insurance Corporation v. Nautilus Insurance Company, 723 F. Supp. 3d 519 (S.D. Tex. 2024). *Faulty workmanship exclusion:* 11640 Woodbridge Condominium Homeowners' Association v. Farmers Insurance Exchange, 110 Cal.App.5th 211, 331 Cal.Rptr.3d 319 (2025). *Accident:* Twigg v. Admiral Insurance Company, 373 Or. 445, 475, 568 P.3d 156, 174 (2025). *Duty to defend:* LM Insurance Corporation v. Nautilus Insurance Company, 723 F. Supp. 3d 519 (S.D. Tex. 2024). *Water damage:* 11640 Woodbridge Condominium Homeowners' Association v. Farmers Insurance Exchange, 110 Cal.App.5th 211, 331 Cal.Rptr.3d 319 (2025). Chapter 19

- **Statutes of Limitations**

Interpretation of statute of limitations: Gidor v. Mangus, 345 A.3d 629 (2025). *Limitation by contract—Private statutes:* SM Landover, LLC v. Sanders, 489 Md. 614, 330 A.3d 1129 (2025). *Statutes of repose:* Gidor v. Mangus, 345 A.3d 629 (2025). *Statutes of repose applied:* Gidor v. Mangus, 345 A.3d 629 (2025). *Statutes of repose as the outside limit for filing suit:* Gidor v. Mangus, 345 A.3d 629 (2025). *Accrual when damage occurred:* SM Landover, LLC v. Sanders, 489 Md. 614, 330 A.3d 1129 (2025). Chapter 21

- **Trial**

Trial practice: Bandklayder Development, LLC v. Sabga, 406 So. 3d 265 (Fla. 3d DCA 2025). Chapter 23

- **Architect and Engineer Malpractice**

Expert testimony: Boynton Williams & Associates, PLLC v. Dilley Independent School District, 2025 WL 3018246, Brown v. Board of Education Reading Community School District, 2025 WL 2237488 (slip op.), RTI, LLC v. Pro Engineering, Inc., 28 N.W.3d 167, 2025 S.D. 64 (S.D. 2025), Tenaris Bay City Inc. v. Ellisor, 718 S.W.3d 193, 68 Tex. Sup. Ct. J. 968 (2025), Value Plus Flooring, LLC v. Don O. Johnson, LLC, 2025 WI App 44, 2025 WL 1742822 (Wis. App. June 24, 2025) (unpublished). *Certificate of merit:* Boynton Williams & Associates, PLLC v. Dilley Independent School District, 2025 WL 3018246. Chapter 25

- **Arbitration Agreements**

Enforceability of arbitration agreements: Lahoud v. Anthony & Sylvan Corp., 481 N.J. Super. 29, 330 A.3d 803 (App. Div. 2025). *Arbitration agreement unconscionable:* Lahoud v. Anthony & Sylvan Corp., 481 N.J. Super. 29, 330 A.3d 803 (App. Div. 2025). *Scope of arbitration agreement:* Lowe Construction and Development, LLC v. Hudgins, 373 Ga. App. 730, 909 S.E.2d 451 (2024). *Waiver of right to demand arbitration:* Monarch Heating and Cooling, LLC v. Petra, Inc., 2025 MT 184, 573 P.3d 1217 (Mont. 2025). Chapter 26

As construction relationships become increasingly complex (as do occasions for incurring liability), construction law continues to expand. We work diligently each year to make this publication the leading resource available in this field and hope that you will find it valuable in your practice.

Should you have any questions or comments or notice anything you think is not accurate, please let me know at annettedavisp@aol.com.

Thank you for your subscription.

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