



Webinar:
How the New *UDC v CH2M Hill* Decision from California may Rewrite the Rules for Design Professional Defense and Indemnity Obligations

Wednesday, April 14, 2010; 11:30 – 1:00pm Pacific

The program will be a discussion of defense and indemnity obligations of design professionals under California law following the recent *January 2010* case of *UDC v CH2M Hill* and its predecessor *Crawford v Weatherseal*. The discussion will focus on the distinctions between the obligations to defend and indemnify, including when those obligations arise and the impact of various statutes and case law on public, private and residential projects. The presenters will also offer views on the insurability of defense and indemnity obligations, suggested contract language modifications to meet some of the more serious problems raised by the decisions, and how different responses to tenders might be treated by the Courts. Design professionals outside California will also benefit by attending, as these cases may provide indications as to how other states may address these duty to defend issues in the future.

WHO WILL BENEFIT?

This program will benefit a wide range of design professionals and their advisors who have projects or clients in California, or who are concerned about how this decision may affect their liability exposures in other states.

- Contract negotiators will learn how to recognize and avoid expanded defense and indemnity obligations which may arise from the UDC decision.
- Senior management and marketing managers will make better go/no go decisions to pursue clients by recognizing high risk indemnity clauses and by understanding risk mitigation strategies.
- Contract advisors will receive guidance on evaluating their standard design contract forms to respond to this development.
- Risk managers and claims administrators will receive guidance on handling tenders of defense from clients and providing tenders of defense to subconsultants.

PRESENTERS: Kenneth F. Strong, Esq. and William J. Peters, Esq. of Gordon & Rees LLP

Kenneth F. Strong has over thirty years of experience in representing design professionals and contractors in litigation and transactional matters, including alleged errors in design and workmanship, claims for delay and disruption, environmental contamination, and architectural copyright violation claims. As the former General Counsel for a publicly-traded, nationwide engineering, consulting and construction firm, Mr. Strong has drafted, reviewed and negotiated a wide range of contracts and agreements including standard form and client created project contracts, design-build, teaming agreements and joint ventures from a variety of perspectives.

William J. Peters has specialized in construction litigation at Gordon & Rees for the past 28 years and is head of the Construction Practice Group. His practice includes matters involving alleged construction defects, delay and disruption, product liability and trade secrets. Mr. Peters has represented developers, owners and design professionals in his practice at Gordon & Rees. He is frequently involved prior to the commencement of litigation and prior to the completion of a project to give advice on appropriate dispute avoidance actions that can be taken. Mr. Peters has presented numerous seminars and webinars on topics relating to Risk Management; Contractual Indemnity, Delay and Disruption Claims and the impact of various statutes.

COST: \$129.00 for a single connection, allows an unlimited number of participants in your listening audience. You have the choice to connect at your desk or in a conference room, allowing for multiple participants with a single connection.

HOW IT WORKS: To participate, you'll need a computer with a high-speed Internet connection. Audio will be streamed via the Internet. In order to hear the audio, you'll need to use a computer that has a soundcard and speakers. For those participants without access to a computer with speakers, a toll-free telephone # to hear the audio will be provided once you log-in to the web platform.

ABOUT THE SPONSOR: Contract Solutions Group (CSG) was organized in 1999 to provide an innovative, convenient and cost-effective delivery method for leading-edge consulting and training on breaking news issues, contract negotiations and dispute avoidance for the design, construction and insurance industries. Since its inception, CSG has grown into a leading provider of live web conferences by emphasizing leading trends and contracting practices which improve project performance and minimize disputes. CSG is currently partnering with groups such as *ACEC of New York*, *Beazley Group*, a *syndicate of Lloyds of London* and *PLAN Professional Liability Agents Network* to provide our turn-key webinar services for national training programs.



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REGISTRATION

COMPANY NAME: _____

COORDINATOR* NAME: _____

TELEPHONE #: (____) _____ COORDINATOR EMAIL _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Email address is required. We will be confirming your registration by email. Due to heavy use of spam filters, when you receive the confirmation email, we ask that you reply/return receipt so we are assured you'll successfully receive our important second email with the Connection Instructions sent 2-days before the program date. If your entity filters incoming email, please add contractsolutionsgroup.com to your list of approved senders so we are assured you'll receive both emails.

***Coordinator** is the person who will coordinate the group at your office and who will receive the connection instructions email, print out the program handouts, submit the attendance form, etc.

COST: \$129.00 for a single connection, allows an unlimited number of participants in your listening audience. You have the choice to connect at your desk or in a conference room, allowing for multiple participants with a single connection.

REGISTRATION DEADLINE: Wednesday, April 7th

PAYMENT METHOD:

Check Enclosed (*Payable to Contract Solutions Group*)

VISA / MasterCard / AMEX

Card # _____ Exp Date ____/____

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Send Charge Receipt to (*if different than registrant*):

Name: _____ Email: _____

Credit card statements will show the charge under the name of: Contract Solutions Group

Cancellation / Refund Policy: All cancellations must be received by April 7th and are subject to a \$25 administrative fee. Sorry, no refunds for no-shows or cancellations received after April 7th.

SEND COMPLETED REGISTRATION FORM WITH PAYMENT TO:

FAX: (206) 463-7488 **OR MAIL:** CSG, PO BOX 775, VASHON, WA 98070 **OR**

EMAIL: [JENNINGS@CONTRACTSOLUTIONSGROUP.COM](mailto:JJENNINGS@CONTRACTSOLUTIONSGROUP.COM)

Questions? Contact Jeri Jennings at (206) 463-7487 or at above email address

CONTINUING EDUCATION CREDITS: After the program, upon receipt of your office's *Attendance Sign-In Sheet (one of the program handouts)*, a group Certificate of Completion will be emailed to you. Architects, Engineers, and other professionals may be able to earn 1.50 continuing education credits for their participation in this program as follows:

Professional Engineers: CSG is a national provider of C.E. to design professionals, and is an approved provider in the 4 states that require pre-approval of providers offering PE credits: Florida, Louisiana, New York and North Carolina. **Florida** engineers must score 70% or greater on a 10-question post-program quiz (provided as a handout) in order to earn 1.5 PDH credits. **New York** has strict subject matter criteria and this topic will not meet those subject matter criteria.

For all other states with Mandatory C.E. Requirements in place, it is the Engineer's responsibility to determine whether this activity meets the requirements set forth by his/her state licensing board. We can advise that most of those states have adopted the following subject matter criteria in awarding credits: "A course or activity whose purpose and objective are clear with a content that will maintain, improve or expand the skills and knowledge of the licensee's field of practice". CSG believes this program will meet these subject matter criteria.

Architects: AIA Architects can log-in and self-report their participation in this program on AIA's web site: www.aia.org, as a structured self-reported program. For the individual states' licensing boards, it is the Architect's responsibility to determine whether this activity meets the various guidelines set forth by those state boards where he/she registered.