



# Construction Doctrines: Is There a Doctrine in the House?

Friday June 7, 2019, Seattle

Offices of Lane Powell, PC  
1450 Fifth Avenue, Suite 4200  
Seattle, WA 98101-2375

(live webcast option)

**Approved for 7 CLE credits**  
(6 Law & Legal Procedure + 1 Ethics)  
Tuition - \$240/275

## SCHEDULE

**8:00 a.m. Check-in, Registration, Coffee and Pastry Service**

**8:25 a.m. Welcome and Introductions by Program Co-Chairs** Ronald J. English – Retired General Counsel, Seattle Schools  
Jason T. Piskel – Piskel Yahne Kovarik, Spokane  
Jennifer Beyerlein – Lane Powell, Seattle  
Brett Hill – Ahlers Cressman & Sleight, Seattle

**8:30 a.m. Case Law Updates**

Developments in the last year in case law affecting Washington construction.

Paul R. Cressman Jr. – Ahlers Cressman & Sleight, Seattle

**9:30 a.m. Washington Legislative Update**

An update on the new laws and other developments in the 2019 Legislative Session.

Athan Tramountanas – Ogden Murphy Wallace, Seattle

Steve Goldblatt – Resolve Disputes, Seattle

**10:00 a.m. Break**

**10:15 a.m. Spearin Doctrine and Atherton**

For over 100 years, courts around the United States have been interpreting and applying the Spearin Doctrine – and Washington has been no different. Learn how Washington courts have developed their own application of the Spearin Doctrine and its uses (and limitations) by contractors, owners, and design professionals.

Brett Hill, Ahlers Cressman & Sleight, Seattle

Jennifer Beyerlein, Lane Powell, Seattle

**10:50 a.m. Design-Build Contract Doctrines**

Even though design-build contracting is widely accepted as a construction delivery system, it can be easily misunderstood, in part because of the relative shortage of case authority on which risks are transferred and which are not. This presentation outlines the advantages and disadvantages of design-build contract, particularly the interaction between design-build and the implied warranties of plans and specifications, good faith and not to hinder or delay.

Douglas Oles – Oles Morrison Rinker Baker, Seattle

**11:30 a.m. Construction Law Section Update and Lunch**

Lunch provided by Construction Law Section

Jason T. Piskel (Section Chair) – Piskel Yahne Kovarik, Spokane

**12:00 p.m. Judicial Views on Discovery in Construction Cases**

The distinguished panel will share their perspectives on how to address discovery issues and Burnett factors, including rulings on various hypothetical fact patterns.

Hon. Beth Andrus – Court of Appeals, Div. I, Seattle

Hon. Jim Rogers – Presiding Judge, King County Superior Court, Seattle

Hon. Marshall Ferguson – King County Superior Court, Seattle

**1:15 p.m. Severin and Independent Duty Doctrine Update**

Whether it's akin to the unwelcome guest who only leaves when paid, is just passing through, or never gets beyond the front gate, the ultimate outcome of a construction claim may hinge on two doctrines: the Severin Doctrine on pass through claims and the Independent Duty Doctrine

Colm Nelson, Stoel Rives, Seattle

**1:55 p.m. Spoliation and Mitigation of Damages**

The doctrine of spoliation involves destruction or alteration of evidence and exposes a party to sanctions including an adverse inference instruction or outright dismissal. The doctrine of avoidable consequences and duty to mitigate involves damages and prevents recovery of those losses an injured party could have avoided through reasonable efforts. This presentation will discuss how Washington courts apply these doctrines and doctrine in the construction setting.

Amber L. Hardwick - General Counsel, OAC Services, Inc. Seattle

**2:35 p.m. Break**

**2:50 p.m. Federal Contract Developments**

Important statutory, regulatory, including executive orders, and case law developments that have impacted federal contracting in the last year. If you deal heavily in federal contracting, at whatever level, or merely dabble in it periodically, this will keep you up-to-date.

Jim Nagle – Oles Morrison Rinker, Seattle

**3:30 p.m. Ethics: The Client is Always Right: Doctrine, Mantra, Shibboleth or RPC**

Chris Soelling – Soelling Law, Seattle

**4:30 p.m. Adjourn Seminar, with Social Hour to follow program hosted by MacMillan Jacobs.**

**Social Hour hosted by MacMillan Jacobs Associates, a multidiscipline firm, with self-performing design build capability**

Presented by the **WSBA CONSTRUCTION LAW SECTION**  
in partnership with **LANE POWELL PC**

**CONSTRUCTION DOCTRINES:**  
**Is There a Doctrine in the House?**

FRIDAY, JUNE 7, 2019

To register, visit the event website [here](http://www.cvent.com/events/construction-doctrines-is-there-a-doctrine-in-the-house-/event-summary-d6fc60db7294432f9bf4e1224d23ddf0.aspx), or at  
[http://www.cvent.com/events/construction-doctrines-is-there-a-doctrine-in-the-house-  
/event-summary-d6fc60db7294432f9bf4e1224d23ddf0.aspx](http://www.cvent.com/events/construction-doctrines-is-there-a-doctrine-in-the-house-/event-summary-d6fc60db7294432f9bf4e1224d23ddf0.aspx)

**We encourage early registration.**

On site attendance is limited to 45 attendees on a first come basis.

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| <input type="checkbox"/> Section Member, Live/In-Person in Seattle, \$240 | <input type="checkbox"/> Section Member, via webcast, \$240    |
| <input type="checkbox"/> Non-Member, Live/In-Person in Seattle, \$275     | <input type="checkbox"/> Non-Member, Attend via webcast, \$275 |

Digital seminar materials and lunch are included in the price of tuition.

**PAYMENT POLICIES**

**Credit Card Payments:** Our service provider will charge you a separate, non-refundable transaction fee of \$6.00 on all credit card transactions during check out.

**Check Payments:** No processing fees apply for payments made by check. Make checks payable to Lane Powell PC and mail to Jessi Hales, Lane Powell, 1420 Fifth Avenue, Suite 4200, Seattle, WA 98101. Checks must be received by May 31 to secure your spot.

**Refunds:** Registration fees may be refunded, less \$25 for handling, for written cancellations emailed to [lanepowellpc@lanepowell.com](mailto:lanepowellpc@lanepowell.com) by 5 p.m., up to 3 business days before the seminar. No refunds after that date, but you will receive the coursebook. Canceled registrations may not be transferred to other seminars. You may send a substitute (e.g. someone from your firm) in lieu of cancelling.

**Questions? Contact:** Jessica Hales, [halesj@lanepowell.com](mailto:halesj@lanepowell.com), 206-223-1229