

CLIENT ALERT

No Prime Liability = No Pass-Through

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The Court of Federal Claims in *Harper/Nielsen Dillingham, Builders v. U.S.* (Apr. 29, 2008) denied a contractor's suit against the government in which it sought to pass through subcontractor claims for cost increases caused by government delays. The court acknowledged that the "Severin doctrine" allows such pass-through claims when the prime contractor is potentially liable to its subcontractor for the damages, but here found the prime could not be liable because the subcontract included an "iron-bound bar" against such liability due to a "no damage for delay" clause.

For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

J. Chris Haile

Partner – Washington, D.C.

Phone: +1 202.624.2898

Email: chaile@crowell.com