

CLIENT ALERT

Punctilious Performance Required For Recovery

March 4, 2005

Ignoring that the government's own failure to have drawings ready so that performance could begin made the contractor's failure to have a required certificate of insurance immaterial, the Federal Circuit in *Singleton Contracting Corp. v. Harvey* (Jan. 26, 2005) found concurrent cause for delay and denied delay damages to the contractor. The lesson for contractors is to meet all of your contract requirements that you reasonably can, even when the circumstances may seem to make them superfluous.

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