

Practice Areas

- Commercial Litigation
- Construction Law

Education

- Trinity College, B.A.,
1979, Honors in
American Studies
- The National Law Center
of George Washington
University, J.D., 1982

Honors

- Listed in Best Lawyers in
America
- AV Rating,
Martindale-Hubbell
- Listed in Georgia Super
Lawyers

Court Admissions

- New York (all state trial
and appellate courts)
- Georgia (all state trial
and appellate courts)
- United States District
Court, Northern and
Middle Districts of
Georgia
- Southern and Eastern
Districts of New York
- United States Court of
Appeals, Eleventh Circuit
and Federal Circuit
- United States Court of
Federal Claims

Seth R. Price

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Seth Price possesses significant experience in the field of construction law. For 35 years, his practice has emphasized the resolution of large, complex construction contract disputes in state and federal courts and through arbitration. When resolution cannot be obtained through negotiation and/or mediation, he has successfully arbitrated and litigated cases with amounts in dispute up to \$50M+.

Mr. Price assists owners, contractors and subcontractors in resolving potential and actual construction disputes. He regularly represents owners, general contractors, subcontractors, and suppliers in matters dealing with a wide range of legal issues. He has successfully resolved cases including construction delay, lost productivity, sufficiency of performance, specification and plan interpretation, extra work, and bond claims.

Mr. Price additionally advises clients on contract terms and provisions, assists in contract negotiations, and provides guidance on dispute avoidance strategy.

Significant Matters

- Represented the general contractor in arbitration against the surety on a defaulting subcontractor's performance bond, on a public project in South Carolina. The penal sum of the bond was \$13,000,000, and my client was claiming the entire \$13,000,000 from the surety. The case settled after mediation with a payment to my client of \$11,200,000.
- Represented the general contractor in an arbitration proceeding against a subcontractor who refused to tear out and replace a 100,000 square foot concrete slab that the owner rejected. The dispute was arbitrated before three arbitrators, who awarded my client 100% of the money spent with the new subcontractor who performed the required remedial work. In addition, the Panel found my client to be the prevailing party for purposes of recovering attorneys' fees. The case settled prior to the entry of an award on the amount of those fees.

Seth R. Price, *Continued*

- Represented the subcontractor who performed the electrical and mechanical work on a natural gas processing facility in an arbitration with the general contractor. A panel of 3 arbitrators heard testimony for several weeks, and then awarded my client approximately \$9,000,000 on its \$10,500,000 claim, and awarded the contractor \$300,000 on its \$10,000,000 counterclaim, for a net award of \$8,700,000 to my client. In addition, the arbitrators awarded my client pre-judgment interest and substantial attorneys' fees.
- Represented the general contractor in the pursuit of claims for extras and disruption on a university housing project in Ohio. The client obtained a judgment in excess of \$4M, including \$1M+ on its disruption claim. The owner took 2 separate appeals to the Ohio Court of Appeals, at the conclusion of which the judgment was affirmed.
- Represented the subcontractor in the pursuit of claims for delay and disruption on a hospital project in North Carolina. At the direction of the court, the case was tried before a court-appointed referee. The subcontractor requested and obtained a judgment for 87.5 weeks of delay damages and 41,000 hours of lost productivity. The judgment in favor of the client was affirmed by the North Carolina Court of Appeals.
- Represented the general contractor on a performance bond claim against the surety for a defaulted subcontractor. The penal sum of the performance bond was approximately \$3,500,000, but the surety took over the defaulted subcontractor's work, thus voiding the penal sum. But after taking over the subcontractor's work, the surety walked off the job, alleging contract breach by my client, and claiming \$2,000,000. The case settled during discovery, after mediation, with the surety paying my client \$5,000,000, which represented 100% of my client's out of pocket costs completing the work of the defaulted subcontractor.
- Represented a subcontractor in an arbitration arising out of the construction of a hotel/casino in Louisiana. The general contractor default terminated the client, and then spent almost \$10 million in excess of the remaining subcontract funds repairing and completing my client's work. The parties agreed to a bifurcated arbitration before a single arbitrator. In the liability phase, the arbitrator ruled that the default termination was improper. Then, in the damages phase, the arbitrator awarded the client almost all of its costs on the project
- Represented the general contractor in an arbitration proceeding against a subcontractor who had been terminated on a project in Indiana. The subcontractor claimed the termination was wrongful. The case was tried, and the panel awarded the client nearly 90% of its out of pocket completion costs, plus attorneys' fees
- Represented the general contractor in what is a lead case on the interpretation of the standard Federal Variation in Estimated Quantities (VEQ) clause. We won the case on summary judgment in the U.S. Court of Federal Claims (reported at 26 Cl. Ct. 936), and the judgment was affirmed by a three judge panel of the U.S. Court of Appeals for the Federal Circuit (reported at 11 F.3d 1032). Had the Government prevailed in its interpretation, the client would have had to pay the Government \$773,000. Our judgment was for \$212,000 - a swing of approximately \$1 million
- Represented the largest subcontractor (in dollar amount) on an office building in Los Angeles, who was in litigation with the project owner, general contractor, architect and other subcontractors. The owner asserted a delay claim in excess of \$10 million against the client and the other project participants. The client was owed some \$800,000. After many days of depositions, much motion practice and several days of mediation, the client was paid all of his \$800,000, and obtained releases from all parties. Nobody else was as fortunate. There were another 60 days of depositions and a 65 day trial for the remaining participants

Seth R. Price, *Continued*

- Represented the masonry subcontractor on a building demolition and reskinning project in Texas. The client, who was also providing the scaffolding for use by all trades, had anticipated ten months of field overhead expenses, and because of delays which the client contended were the responsibility of others, the project (and the client's overhead) extended out over 30 months, an extended duration of 20 months. A panel of three arbitrators appointed by the American Arbitration Association awarded the client nearly 90% of its claimed extended field overhead expenses from the general contractor. Additionally, the general contractor was ordered to reimburse the client all of the attorney's fees incurred in bringing the case.
- Represented the design/build (EPC) contractor in defense of a subcontractor claim on an upstate New York power plant. The subcontractor claimed its contract balance plus \$4 million in delay and inefficiency damages. The case settled for payment of the contract balance only.
- Represented a design/build (EPC) contractor in arbitration on a Vermont power plant project. The client was owed \$2.5 million in retainage, and the owner had a \$7 million counterclaim for defective construction. The arbitrator awarded the client \$2.1 million.
- Represented a general contractor in defense of a \$1 million defective construction claim brought in a Vermont federal court by the City for whom the client had supplied and installed a boiler. Parts of the case were resolved in the client's favor on summary judgment, the balance was decided for the client after an evidentiary hearing, and the United States Court of Appeals for the Second Circuit affirmed the judgment (reported at 2003 WL 22020581).
- Represented a contractor in a dispute arising out of the construction of an incinerator in Virginia. The client claimed entitlement to monies for lost efficiency. The defendants claimed delay damages of approximately \$10 million. This case was litigated in the United States District Court in Arlington, Virginia, and settled late the evening before the trial was to start. In the settlement, my client, was paid all of its \$2 million in wrongfully withheld retainage, and additionally was paid for approximately 50,000 hours of labor inefficiency.
- Represented the owner of a steel mill in Kentucky, who was defending against a \$20M delay claim filed by the general contractor. After a lengthy arbitration hearing, a panel of 3 arbitrators awarded nothing to the general contractor on the delay claim.
- Represented the general contractor in the defense of a lost labor productivity claim brought by a subcontractor on a project involving the construction of a university school of architecture. The court directed a verdict in favor of the client, and the verdict was affirmed on appeal.
- Represented a contractor who sued an engineer for negligent misrepresentation relating to the bid documents provided by the engineer on a road construction job. The case was tried to a federal court jury, which returned a verdict in my client's favor for 100% of the amount claimed. The engineer appealed, and the court of appeals affirmed.

Professional Affiliations

- American Bar Association
 - Atlanta Bar Association
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