ILLINOIS STATE BAR ASSOCIATION

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Building Knowledge

The newsletter of the Illinois State Bar Association's Section on Construction Law

Editor's note

BY SAMUEL H. LEVINE

This copy of the newsletter covers a wide variety of construction-related topics. Nathan Hinch's article, "A Winter's Tale," is not about Shakespeare. Nathan writes about snow removal liability and the Snow and Ice Removal Act. Nathan is a partner at the law firm of Mueller, Reece & Hinch, LLC with offices in Bloomington and Peoria, Illinois. Nathan's practice focuses on real estate and construction law, business and commercial law, probate and estate planning. Nathan is a member of the Construction Law Section Council

Caveat Subcontractor

There have been a multitude of cases discussing subcontractor liability under

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A winter's tale—Snow liability and construction law

BY NATHAN B. HINCH

'Tis the season for Illinois courts to issue decisions about snow removal liability! Last December, the First District Appellate Court reversed a summary judgment award to the plaintiff, in *Murphy-Hylton v. Lieberman Management Services, Inc.*[1] The plaintiff then petitioned the Illinois Supreme Court for leave to appeal, and the Court agreed to hear the case. The Supreme Court just recently issued its decision, affirming the First District in reversing the summary judgment award.[2] The decision is important in clarifying what had been a split issue among Illinois appellate courts – to what extent does the Snow and Ice Removal Act (the "Act") provide immunity when the claim arises from a snow or ice-related issue, but NOT from the alleged negligent removal of naturally accumulating snow or ice.[3]

In *Murphy-Hylton*, the plaintiff alleged that she had injured herself by slipping on a patch of ice on an otherwise clear sidewalk. She alleged that there had been no natural snow or ice accumulation, and instead alleged a faulty gutter / downspout installation had caused runoff to flow onto the sidewalk and then puddle and freeze. She sued the condominium association, the property management company, and the landscaping and snow and ice removal contractor.[4] The owner of the contractor

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Editor's note

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the implied warranty of habitability. Raymond Krauze writes about the case of *Board of Managers of the 1120 Club Condominium Association v. 1120 Club, LLC*, where the first district permitted a party to bring a claim for breach of the implied warranty of habitability against a builder absent a showing the developer is insolvent. Please note the recent case of *Sienna Court Condominium Association v. Champion Aluminum Corp.*, 2017 IL App. (1st) 143364 where the court reiterated that subcontractors are potentially liable to homeowners under the implied warranty of habitability and clarified that the "the insolvency of the builder-vendor is the determining factor." The Court also confirmed that the implied warranty of habitability does not extend to design professionals or material suppliers that do not participate in the construction Raymond Krauze is with K & L Gates LLP where he represents major contractors, subcontractors, design professionals, material suppliers and condominium associations in all aspects of complex construction litigation.

Finally, Geoff Bryce writes about the hint of a possible exception to CGL coverage for defective construction claims. Geoff is the managing capital member of Bryce Downey & Lenkov. He concentrates his practice in construction and business transactions. He is a member of the Construction Law Section Council, the Society of Illinois Construction Attorneys and a frequent contributor to this Newsletter.

It is not too late to register for the Construction Law sponsored CLE: Understanding a Construction Contract which is scheduled for April 7, 2017. It's a full day-seminar about the unique structure and components of construction contracting. **See details on page 3 of this newsletter and at <https://www.isba.org/cle/2017/04/07/constructioncontract>.** ■

Samuel Levine, Miller Canfield; Building Knowledge Co-Editor.

A winter's tale

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company testified at his deposition that the contractor had also performed drainage work for the association, including rerouting some downspouts.

At Illinois common law, a landowner has no duty to remove natural accumulations of snow, but can have a duty to remove unnatural accumulations, and can incur liability for negligently undertaking to remove snow or ice.[5] The Snow and Ice Removal Act expresses a public policy to encourage owners and others residing in residential units to clean snow and ice from sidewalks abutting their residences.[6] For that reason, the statute acts as a liability shield against negligent efforts, unless their actions or omissions are willful or wanton.[7]

But what is the impact of the Act on cases involving alleged negligence as to snow and ice, but not unnatural accumulation? The Appellate Court looked at two other recent cases, one from the Fourth District (the *Greene* case)[8] and one from the Second District (the *Ryan* case),[9] which reached different conclusions and were cited by the parties. The First District Court noted that although the two opinions might appear to be in conflict at first glance, they were not necessarily inapposite when the differing facts involved were considered.

In *Greene*, the Fourth District reversed a dismissal favoring the defense based on the Act, because the plaintiff had raised a negligence suit in which she alleged slipping on ice that was present due to defendants' defective or improperly

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maintained roof, gutters, and downspout, NOT due to negligent removal of natural accumulations.[10] In *Ryan*, the Second District affirmed an award of summary judgment for the defendants based on the Act. But in that case the plaintiff alleged both that the defendants had failed to correct a design flaw (ice formed from water dripping from an awning), AND that the defendants had voluntarily undertook to remove snow and ice but failed to clear the patch in which she slipped.[11]

The First District in *Murphy-Hylton* agreed with the Fourth District in *Greene*, that "the Act does not apply to cases where the plaintiff's complaint is silent as to negligent snow removal efforts but rather is grounded in allegations that defendants negligently maintained or constructed their premises."[12] The court distinguished *Ryan* because that case contained allegations of negligent snow and ice removal; the First District then went on to say it "disagreed" with the *Ryan* court to the extent the ruling purported to go beyond that.[13] The Illinois Supreme Court agreed with the First District, and noted "The *Ryan* court's interpretation is contrary to the plain language of the Act and would improperly expand the immunity beyond its expressly stated language.[14] The Supreme Court specifically held that the Act is not an affirmative defense to the negligence theory pled by plaintiff in this case.[15]

The *Murphy-Hylton* rulings confirm that the Snow and Ice Removal Act does not automatically shield building owners and contractors from liability for negligence related to snow and ice. If the allegations do not arise from a natural accumulation, and instead allege some other negligent act by the defendant caused plaintiff's injuries, then the common law standard for such a negligence claim is still the law in Illinois. The mere fact that snow or ice is involved does not automatically trigger immunity under the Act! That does not mean plaintiffs such as Ms. Murphy-Hylton will necessarily win, but it will make it more difficult for defendants to dismiss these claims or prevail on summary judgment quickly and cost-effectively. ■

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1. *Murphy-Hylton v. Lieberman Management Services, Inc.*, 2015 IL App (1st) 142804.
2. *Murphy-Hylton v. Lieberman Management Services, Inc.,* 2016 IL 120394.
3. The Illinois Snow and Ice Removal Act is at 745 ILCS 75/0.01 *et. seq.*
4. The contractor had already settled with the plaintiff and was not a party to either appeal.
5. See Murphy-Hylton, 2016 IL 120394, ¶¶19-23 for a summary of Illinois common law on duty of care.
6. 745 ILCS 75/1.
7. *Id.* at §2.
8. *Greene v. Wood River Trust*, 2013 IL App (4th) 130036.
9. *Ryan v. Glen Ellyn Raintree Condo. Assoc.*, 2014 IL App (2d) 130682.
10. Murphy-Hylton, 2015 IL App (1st) 142804, ¶¶29-31.
11. Id. at ¶¶ 32-35.
12. *Murphy-Hylton*, 2015 IL App (1st) 142804, ¶39.
13. *Id.* at ¶¶42-45.
14. *Murphy-Hylton v. Lieberman Management Services, Inc.*, 2016 IL 120394, ¶32.
15. *Id.* at ¶36. Similarly, the court distinguished *Pikovsky v. 8440-8460 North Skokie Blvd. Condo. Assoc.*, 2011 IL App (1st) 103742, and rejected defendants' argument that having a contract for snow and ice removal was prima facie evidence sufficient to provide immunity under such circumstances.

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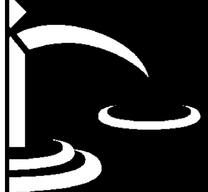

Understanding a Construction Contract

April 7, 2017 • 8:55 a.m. - 5:00 p.m. Central

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Developer insolvency not required for direct implied warranty of habitability claims against residential builders

BY RAYMOND M. KRAUZE

The implied warranty of habitability was first recognized in Illinois in 1972. The purpose behind the implied warranty of habitability is to protect innocent home purchasers from latent defects in their homes that affect the habitability of those residences. Since that time the implied warranty of habitability has gradually been expanded to further protect homeowners. In *Minton v. Richards Group of Chicago*, 116 Ill. App. 3d 852 (1st Dist. 1983), the First District extended the implied warranty of habitability and allowed homeowners to pursue such claims against downstream sub-contractors with whom they had no contractual privity provided the homeowner had no recourse against the developer-vendor. For years thereafter, general contractors, who were not involved in the sale of the residences and were not in contractual privity with the homeowner(s) argued that the *Minton* ruling proscribed direct implied warranty of habitability claims against them absent a showing of lack of recourse against the developer-vendor. The First District recently addressed that issue.

In *Board of Managers of the 1120 Club Condominium Association v. 1120 Club, LLC and Trapani Construction Co., Inc.*, 2016 IL App (1st) 143849, the board of managers for the condominium association brought suit against the developer who developed and sold the condominium units, and the general contractor who built the condominium building for damages to individual units and the common elements resulting from latent construction defects which allowed water infiltration into the condominium building. Among the claims brought against the builder was a claim for breach of the implied warranty of habitability. The builder moved to dismiss the implied warranty claim arguing that the *Minton* ruling prevented the board of managers from pursuing its claim because the association was not without recourse against the developer – the developer had previously filed for bankruptcy but the board of managers were granted leave to pursue the developer's insurance proceeds. The trial court initially ruled in favor of the board of managers but later reversed itself and dismissed the implied warranty of habitability claim with prejudice. The board of managers sought reconsideration of the trial court's ruling arguing that *Minton* did not apply to its direct claim for breach of the implied warranty of habitability against the general contractor. The trial court denied the board of managers' motion to reconsider and the board of managers appealed.

On appeal, the First District rejected the general contractor's argument that the board's implied warranty of habitability claim was subject to the ruling in *Minton* noting that *Minton* dealt specifically with subcontractors, not builders/general contractors. Instead, the First District found that the question of whether the implied warranty of habitability applies to a builder/general contractor was a question governed by its ruling in *1324 W. Pratt Condominium Association v. Platt Construction Group, Inc.*, 404 Ill. App. 3d 611 (1st Dist. 2010) ("Pratt I") – a case which allowed a condominium association's implied warranty of habitability claim against a builder to proceed under circumstances in which the developer-vendor was involuntarily dissolved. After discussing the policy considerations behind the implied warranty of habitability, the First District noted that its ruling in *Pratt I* to hold builders accountable for latent defects in homes they build was consistent with the purposes behind the implied warranty. The First District rejected the builder's argument that *Pratt I* maintained the insolvency requirement of *Minton* and explained that it did not consider the developer's involuntary dissolution or solvency status in reaching its conclusion in *Pratt I*. The First District concluded, in no uncertain terms, that "*Pratt I* permits a plaintiff to pursue a builder for breach of the implied warranty of habitability regardless of the solvency status of the developer-vendor. . . ."

The ruling in *1120 Club Condominium Association* opens the door to future claims against residential builders/general contractors who are not involved in the sale of residential units nor in contractual privity with the homeowners and eliminates a defense that residential builders/general contractors have often relied upon in defeating implied warranty of habitability claims. Residential builders/general contractors would be wise to take heed of the First District's ruling and take pro-active steps to protect themselves against such claims. ■

Some industry help for no CGL coverage for defective construction claims

BY GEOFF BRYCE

According to the current Illinois case law, *CMK Development v. West Bend Mutual Insurance Company*, 917 N.E.2d 1155 (1st Dist. 2009) and *Stonebridge Development Company v. Essex Insurance Company*, 888 N.E.2d 633 (2nd Dist. 2008), and several Seventh Circuit Court of Appeals opinions, *Legestee-Mulder, Inc. v. Consolidated Insurance Company*, 682 Fed.2d 1054 (C.A. 7th Cir. 2012); *Nautilus Insurance v. Board of Directors Regal Loss Condominium Association*, 764 Fed. 3d 726 (7th Cir. 218 214), the standing rule in Illinois is that there is no comprehensive general liability insurance coverage for any construction defect claim where the claim is that only the building itself was damaged. The rationale was best articulated by *CMK Development Corporation*:

> "Policies are intended to protect the insured from liability for injury or damage to the persons or property of others, they are not intended to pay the costs associated with repairing or replacing the insured's defective work and products, which are purely economic losses. [Citations.] Finding coverage for the cost of replacing or repairing defective work would transform the policy into something akin to a performance bond."

917 N.E.2d, pg. 1167. This theme was reaffirmed by *Stonebridge Development Company*:

> "Where the underlying complaint sought only repair and replacement of the damaged product, it sought economic damages that did not constitute 'property damages,' and therefore there was no coverage under the CGL policy. Viking, 358 Ill. App.3d 56, 294 Ill.Dec. 478, 831 N.E.2d 1."

888 N.E.2d, pg. 655. There is some hint of a possible exception, *Westfield Insurance v. National Decorating Service*, 67 Fed.Sup. 3d 898 (N.D. Ill. 215). This court held that there may be coverage where a subcontractor's defective work damages property or work outside the scope of the subcontractors work.

There are also many exclusions under the typical CGL policy that apply and bar coverage. For Example, J-6 states:

> **J (6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
>
> * * *
>
> Paragraph **(6)** of this exclusion does not apply to "property damage" included in the products completed operations hazard".

Also exclusion K applies:

k. Damage To Your Product

> "Property damage" to "your product arising out of it or any part of it.

Another applicable exclusion is Exclusion I which states:

l. Damage To Your Work

> "Property damage" to "your work" arising out of it or any part of it and included in the "products completed operations hazard."
>
> This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

Given these barriers to coverage under a CGL policy, some insurance companies have undertaken to provide policies to trade contractors for defective construction. These polices have specified limits and timeframes. They are akin to "claims made" policies for architects and engineers. These policies cover the trade contractor's faulty workmanship, negligent errors and omissions in the design of their work, the use of defective materials or products and even can include coverage for certain pollution. The contractor's professional liability and contractors errors and omissions coverage will cover: (1) the insured's faulty workmanship; (2) negligent errors or omissions by contractors or on contractors' behalf in the design of their work, including design as a stand-alone deliverable; (3) the use of defective materials or products; (4) available either stand-alone or combined with Pollution Liability; and (5) claims-made/ non-admitted form.

These policies are not offered to general contractors, construction mangers or other higher tier contractors. They generally apply to trade contractors. Since the law of Illinois is still developing, this Trade Contractors insurance can be included in the contract documents for a trade contractor to provide. ■

Upcoming CLE programs

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May

Wednesday, 05-03-17 Chicago, Live Webcast—The First Hundred Days and Beyond: Labor & Employment Law Developments Under President Trump. Presented by Corporate Law. 12 – 1 p.m.

Thursday, 05-04-17 – Webinar— Introduction to Legal Research on Fastcase. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 12:00 – 1:00 pm.

Thursday –Friday, 05-04-17 and 05-05-17 – Chicago, ISBA Regional Office—16th Annual Environmental Law Conference. Presented by the Environmental Law Section. 8:00 – 4:45 Thursday with reception until 6:00. 8:00 – 1:00 pm Friday.

Tuesday, 05-09-17- Webinar—PDF Power Hour. Practice Toolbox Series. 12:00 -1:00 p.m.

Wednesday, 05-10-17- Chicago, ISBA Regional Office—Settlement in Federal Court Cases. Presented by the Federal Civil Practice Section. 1:00 p.m. – 5:00 p.m.

Thursday, 05-11-17 – Loyola University of Chicago School of Law Ceremonial Courtroom—Balancing the Scales. 11 a.m. -2:00 p.m.

Thursday, 05-11-17 – Bilandic Building, Chicago—Ethics Extravaganza 2017. Presented by the Government Lawyers Section. 12:30 – 4:45 p.m.

Thursday, 5-11-17 – Webinar— Advanced Tips for Enhanced Legal Research on Fastcase. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 12:00 – 1:00 pm.

Friday, 05-12-17— Chicago, ISBA Regional Office —Civil Practice & Procedure: Trial Practice 2017. Presented by the Civil Practice & Procedure Section. 8:50 am – 5:00 pm

Friday, 05-12-17— Live Webcast— Civil Practice & Procedure: Trial Practice 2017. Presented by the Civil Practice & Procedure Section. 8:50 am – 5:00 pm.

Thursday, 5-15-17 – Webinar— Fastcase Boolean (Keyword) Search for Lawyers. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 12:00 – 1:00 pm.

Wednesday, 05-17-17 – Chicago, ISBA Regional Office (Room C only)— Innovations in Mental Health Law. Presented by the Mental Health Section. 9:00 a.m. – 12:30 p.m.

Wednesday, 05-17-17 – Live Webcast—Innovations in Mental Health Law. Presented by the Mental Health Section. 9:00 a.m. – 12:30 p.m.

Thursday, 05-18-17— Lombard, Lindner Conference Center—Litigation and the Real Estate Practitioner. Presented by the Real Estate Law Section. 8:30 am - 4:30 pm.

Thursday, 05-18-17—Chicago, ISBA Regional Office—Family Law Table Clinic Series—Session 5. Presented by Family Law.

Friday, 05-19-17 – LIVE Webcast— How Not To Throw Away Your Shot at Appeal – Protecting and Preserving the Record for Review. Presented by Administrative Law. Co-Sponsored by the Illinois Association of Administrative Law Judges. 12:00 pm – 1:30 pm.

Tuesday, 05-23-17- Webinar—Power Point Power Hour. Practice Toolbox Series. 12:00 -1:00 p.m.

Tuesday, 05-23-17, Live Webcast— Hamilton: An American Lawyer - Lessons For Your Law Practice. Presented by the ISBA. 10:00 am-11:00 am.

Tuesday, 05-23-17, Live Webcast— Litigating your Firm's Illinois Human Rights Act Discrimination Case from A-Z. Presented by Human Rights Section. 2:30 p.m.-4:00 p.m.

Wednesday, 05-24-17 -Chicago Regional Office—Transgender Students: Law and Practice. Presented by the Child Law Section, co-sponsored by the Human Rights Section, Committee on Women and the Law. General Practice Solo and Small Firm Section and Committee on Sexual Orientation and Gender Identity. 1:30 p.m. – 5:00 p.m. with reception to follow until 6:00 pm.

Thursday, 05-25-17 -Chicago Regional Office—Evidence: Before, During, and After Trial or After Settlement. Presented by the Tort Law Section. 8:45 am – 1:00 pm.

Tuesday, 05-30-17 – Webcast—Digital Forensics. Presented by Criminal Justice. 2:00-4:00 p.m.

Wednesday, 05-31-17 – Chicago Regional Office—Master Series - The Code of Kryptonite: Ethical Limitations on Lawyers' Superpowers. 12:30 – 4:20 p.m.

June

Thursday, 06-01-17 – Webinar— Introduction to Legal Research on Fastcase. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 12:00 – 1:00 pm.

Friday, 06-02-2016—NIU Conference Center, Naperville—Solo and Small Firm. A Balancing Act: Maximize Your Technology with Minimized Expense. ALL DAY.

Thursday, 06-08-17 – Chicago Regional Office—Commercial Loans/ Documenting For Success and Preparing For Failure. Presented by Commercial Banking, Collections & Bankruptcy. 9:00 a.m. – 4:30 p.m.

Thursday, 06-08-17 – LIVE Webcast— Commercial Loans/Documenting For Success and Preparing For Failure. Presented by Commercial Banking, Collections & Bankruptcy. 9:00 a.m. – 4:30 p.m.

Thursday, 6-08-17 – Webinar— Advanced Tips for Enhanced Legal Research on Fastcase. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 12:00 – 1:00.

Friday, 06-09-17 – Chicago Regional Office—Estate Administrative Issues: Are You Prepared to Handle Some of the Difficult Issues Facing Your Client? Presented by Trust and Estates. 9:00 a.m. – 4:15 p.m.

Friday, 06-09-17 – LIVE Webcast— Estate Administrative Issues: Are You Prepared to Handle Some of the Difficult Issues Facing Your Client? Presented by Trust and Estates. 9:00 a.m. – 4:15 p.m.

Tuesday, 06-13-17- Webinar—Excel Power Hour. Practice Toolbox Series. 12:00 -1:00 p.m.

Wednesday, 06-14-17 – Live Webcast— Implicit Bias: How it Impacts the Legal Workplace and Courtroom Dynamics. Presented by the ISBA Committee on Racial and Ethnic Minorities and the Law. 12:00 -2:00 pm.

Friday, 06-16-17 – The Abbey Resort in Fontana, Wisconsin—Moneyball for Lawyers: Using Data to Build a Major-League Practice. Time TBD.

Wednesday, 06-21-2017—Chicago, ISBA Regional Office—Title TBD- Marty Latz Negotiations. Master Series Presented by the ISBA. Time TBD.

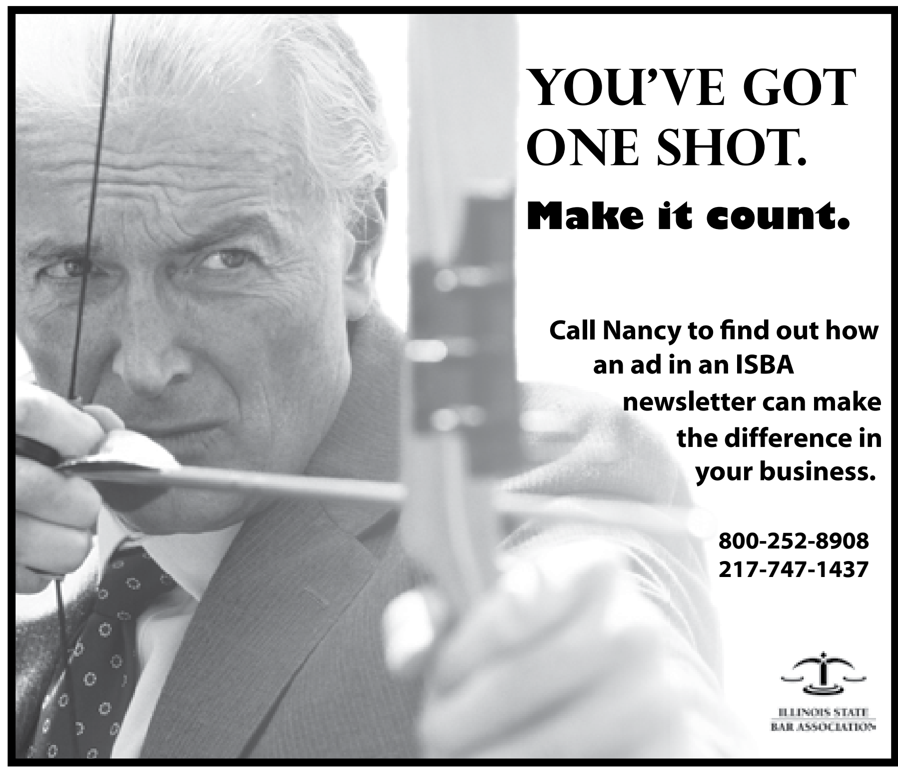
Wednesday, 06-21-2017—Live Webcast—Title TBD- Marty Latz Negotiations. Master Series Presented by the ISBA. Time TBD.

Tuesday, 06-27-17- Webinar—Google Apps Power Hour. Practice Toolbox Series. 12:00 -1:00 p.m.

Tuesday, 06-27-2017 Live Webcast— The Inappropriate Use of Non-Competition Agreements: A Conversation on National and Local Trends. Presented by Racial and Ethnic Minorities and the Law. 2:00 p.m.- 3:00 p.m.

Thursday, 06-29-17, Chicago, ISBA Regional Office—How to Handle a Construction Case Mediation. Presented by the Construction Law Section, co-sponsored by the Alternative Dispute Resolution Section (tentative). 8:30 am – 5:00 pm.

Thursday, 06-29-17 – Live Webcast— How to Handle a Construction Case Mediation. Presented by the Construction Law Section, co-sponsored by the Alternative Dispute Resolution Section (tentative). 8:30 am – 5:00 pm. ■



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