Page references are for: Marston, D. L Law for Professional Engineers, 4 th edition	<u>Page</u>
Arbitration & Alternative Dispute Resolution (ADR) - without recourse to courts, usually binding	235
Arbitration and Mediation, difference between - arbitration is binding, mediation is not pgs 235 >	239
Bid shopping - after tenders are closed, an owner attempts to negotiate a lower price with a bidder	131
Common-law - or judge-made law, relies on precedents as a basis of predictability in decisions	2
Contra proferentem, rule of - for clause ambiguity, interpretation is against party that drafted clause	136
Contract 5 elements - offer accepted, mutual intent, consideration, capacity, lawful purpose	79
Contract A - formed for each tender submitted; Contract B - formed on award of 1 contract	121
Contract A, breach - to depart from instructions to bidders, and risk claims about tendering issues	122
Defamation - a false public statement that damages a reputation (written - libel; verbal - slander)	64
Director's fiduciary duty - to act honestly for a corporation and exercise prudent diligence	21
Discoverability concept - when limitation period begins, 2 years on discovery, 15 years from cause	71
Dispute Resolution Board (DRB), purpose - avoid major claims litigation, select before project start	31
Duress - threatened or actual violence to sign a contract, party's will is not free, may be repudiated	110
Duty to mitigate damages - for a breach, a plaintiff must take reasonable steps to minimize loss	149
Employment (workplace) rights - equal treatment and freedom from sexual harassment, 15 items	322
Equitable estoppel – a means to obtain an equitable result if a gratuitous promise is not being kept	92
Fiduciary duty – an obligation to act honestly for a corporation, and not for personal interest	21
Fraudulent misrepresentation - a deceptive statement made by a party, deceived party may sue	109
Indirect (or consequential or special) damages - losses beyond control, e.g., interruption of supply	148
Liabilities, breach of contract, who pays for what - fundamental breach, true construction approach	159
Limitation periods - time windows within which a claim must be filed, basic 2 yrs, ultimate 15 yrs	71
Liquidated damages - costs of contractor failure, must be a genuine pre-estimate of probable loss	150
New York Convention - arbitration decisions will be enforced by signing nations (over 135 in 1958)	30
Parol evidence rule - verbal statements not admissible, except condition precedent to define terms	136
Secret commission - bribe or kickback offered to an agent to deceive a principal, it is indictable	179
Statutory Holdback - % contract price held until after substantial performance, covers project liens	249
Tort principles, potential liabilities - duty of care, breach of that duty, damages from the breach	38
Vicarious liability - employer (with deep pockets) is responsible in liability, for actions of employee	52