

## [Affirmed: The Contract is King in Virginia](#)



We have discussed the overwhelming need for precision in construction contract drafting on several occasions here at Musings. This need is illustrated with great clarity by the [litigation](#) surrounding the Granby Towers in Norfolk, Virginia. The circumstances surrounding the Granby Towers debacle have been well documented. For that reason, I will not re-iterate them here. This litigation continues to swirl and involved interpretation of [pay if paid clauses](#), [financial contingency clauses](#), and a large number of other claims by contractors, subcontractors and construction material suppliers.

Now, as [pointed out](#) at the [Virginia Real Estate, Land Use & Construction Law blog](#) by my good friend [Heidi Meinzer](#) of Bean Kinney & Korman, the [4th Circuit Court of Appeals](#) upheld the Eastern District of Virginia's decision to enforce a pay if paid clause in the contract between Turner Construction and Universal Concrete. This decision was despite an argument that the contract between the Owner and Turner created an ambiguity. Check out the opinion [here](#).

The lesson from these cases and this latest 4th Circuit case? The contract is king in Virginia. Even in an extreme case such as the Granby Towers mess, the Courts in Virginia will stick to the contract. While this strict adherence to the deal hurt many the players at Granby Towers, the lesson is not all negative. Frankly, I find the strict interpretation of contracts to be a good thing. Contractors and subcontractors get to essentially create a deal with the assurance that a Virginia court will not decide that it could have created a better one. You can sleep well with the certainty that the rules of the game will not change months (or years) after the project is complete.

In short, if you, as a construction professional in Virginia, carefully draft your contracts and work with a [construction attorney](#) to assure that you at least know what the parameters of the deal are, you can do very well. Don't be scared by contracts, just be careful.

*Image via [Wikipedia](#)*

Please check out my [Construction Law Musings Blog](#) for more on Virginia construction law and other topics.