



**Richard L. Reed**

Director

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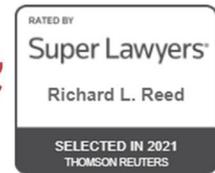
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**Practice Areas**

- Construction and Surety
- Alternative Dispute Resolution
- Commercial Litigation
- Oil, Gas and Energy
- Insurance



Rick is a Director in charge of the Firm’s San Antonio, Texas office and is a Past Chair of the Construction Law Section of the Texas State Bar (2001 to 2002). He is board certified in Construction Law by the Texas Board of Legal Specialization and holds Martindale Hubble’s highest peer review rating of “Preeminent AV” and Martindale Hubble’s designation as a Top-Rated Lawyer in Construction. Rick has been consistently selected to the Texas Super Lawyers list by his peers since 2012 (Thomson Reuters). Rick has also been continuously recognized by The Best Lawyers in America® in the area of Construction Law since 2010 and was also named 2020 “Lawyer of the Year” in San Antonio in the area of construction law (Woodward White, Inc.). Rick has been recognized in the Chambers USA legal guide as a leader in the field of Construction “Texas law by Chambers & Partners since 2018. In 2020, Rick was named one of “San Antonio’s Top Attorneys,” as selected by his peers and published by San Antonio Magazine. Under his leadership, the San Antonio office of Coats Rose has been named to the Best Law Firms 2020 list as a top Tier I law firm for Construction Law in the San Antonio Metropolitan area by U.S. News & World Report. Rick is a Construction Lawyers Society of America Charter Fellow. Rick has served as an Arbitrator on the American Arbitration Association’s Construction Arbitration Panel of Neutrals since 2009. He is licensed to practice in all Texas State Courts and in the Western Federal District Court, the Fifth and Eleventh Federal Circuit Courts of Appeals, and the United States Supreme Court.

Rick has significant experience in the drafting and negotiating of all types of engineering, procurement and construction contracts for major projects. Prior to joining the Firm, he served as Assistant General Counsel to a large privately owned

construction firm. He taught Construction Law as a Senior Lecturer/Adjunct Professor at The University of Texas at San Antonio, College of Architecture, Construction and Planning, for the first six years of its Construction Management Degree Program, helping UTSA obtain the American Council for Construction Education's accreditation of the Program in 2014. Rick also has extensive experience in developing strategies for and managing complex construction disputes. Through his work with the Texas State Bar Construction Law Section, Rick has established relationships with numerous, highly competent construction litigators, arbitrators and expert witnesses across the country.

Please refer to the list of Rick's accomplishments below for more information.

*Admitted*

- i State Bar of Texas, 1978
- i Texas Supreme Court
- i U.S. Circuit Court of Appeals, Fifth and Eleventh Circuits of Texas
- i U.S. Supreme Court
- i U. S. District Court for Western District of Texas
- i U.S. District Court for Southern District of Texas

*Education*

- i J.D., 1977, St. Mary's University School of Law
- i B.S., 1975, University of Texas

*Affiliations / Memberships / Certifications*

- i American Bar Association (Construction Law Forum)
- i American Arbitration Association (Construction Arbitration Panel of Neutrals)
- i Association of Attorney-Mediators
- i Texas State Bar Association (1978)
- i Texas State Bar (Construction Law Section Insurance Law Section and Alternative Dispute Resolution Section)
- i Texas Bar Foundation (Life Fellow)
- i College of the State Bar of Texas
- i Association of Attorney-Mediators
- i State Bar of Texas, Construction Law Section, Construction Law Journal, Former Advisor to Editorial Board
- i Board Certified in Construction Law by the Texas Board of Legal Specialization, 2016
- i San Antonio Bar Association (Construction Law Section and Alternative Dispute Resolution Section)

- i Construction Lawyers Society of America (Charter Fellow)
- i Associated General Contractors, San Antonio Chapter (Awarded the Moeller Award for Outstanding Services to AGC Members 2008 and 2012; Member, Board of Directors 2009-2012)
- i Associated General Contractors, Texas Building Branch Legal Affairs Committee (2009 to 2019)
- i Associated General Contractors of America certified BIM Instructor for AGC's Unit 3: Building Information Modeling- Contract Negotiation & Risk Allocation
- i Dispute Resolution Board Foundation
- i Phi Delta Phi

#### *Past Accomplishments*

- i Represented a commercial contractor in connection with a \$33 million multi-family apartment complex project financed through a tax credit based public-private partnership. Rick negotiated the terms of the Owner's heavily modified AIA contract form to obtain terms favorable to the client, including terms to protect the client in the event of frustration of the project due to the COVID-19 pandemic, and to protect the client against construction defect liability and exposure to sale and use tax liability in the event of a tax audit or assessment despite reliance on the owner's tax exemption certification.
- i Represented a site work subcontractor in defense of the client as a co-defendant in litigation involving multiple claims filed by the Owner and the General Contractor, against the Architect, Civil Engineer and all the sub-contractors on a large multi-family apartment complex project. The client's work on the project involved mass excavation, site grading and paving works. The dispute involved allegations over site drainage complaints against the client, despite having followed the plans of the civil engineer. The owner had previously signed an agreement to resolve all drainage issues, but later alleged the agreement had been induced by fraud. After helping the client to obtain an insured defense under its commercial general liability policy, Rick monitored the case to assist insurance defense attorneys, and ultimately developed legal arguments to help the General Contractor and subcontractors win summary judgment dismissing all claims of the Owner against them enforcing the owner's agreement to settle all drainage issues. Based on the summary judgment victory, Rick helped the client and its insurer to successfully negotiate in mediation a favorable nominal settlement to release the client from liability.
- i Represented the former owner and subsequent purchaser of a commercial facility damaged by a hurricane and repaired by a contractor who refused to accept the property insurer's offer to settle final payment

for the repairs. The insurer's adjuster who managed the disbursement of insurance proceeds to the contractor tried very hard to settle the property loss, but a dispute arose over the contractor's additional billings, for time and materials costs that were unjustified and unsupported by any back up documentation, which the insurer challenged as improper. The contractor placed a large lien on the property, after the sale to the new owner. Rick filed suit first on behalf of the former and current owners to have the liens removed. The contractor also filed a suit against both owners claiming breach of contract. Rick was able to work with the property insurer and its attorney to get the matter resolved in an early mediation with limited discovery. Rick persuaded the insurer to fulfill its obligations to cover the property loss, pay the contractor a sufficient sum to get the contractor's liens removed, and even pay the client's legal costs in the fallout of litigation.

- i Represented a client whose commercial storage facility flooded as a result of the improper redevelopment of commercial facilities on the adjacent property. Rick filed a suit on behalf of the client alleging trespass and violations of statute. By arranging for an early mediation, Rick helped the client and the adverse parties reach settlement before any meaningful discovery commenced, resulting in the client avoiding extensive discovery and litigation costs.
- i Represented a federally chartered credit union in connection with the development, design and construction of client's office headquarters complex, including the formation of a joint ownership entity to develop the project with mixed use retail and Class A tenant lease office space and including the preparation of development agreements, design and construction contracts, joint ownership documents and commercial leases. Rick's services also included advice for the establishment of commercial condominium regime, and advice for protecting the client's interests in presenting claims to the client's builder's risk insurer for water damage losses that occurred during construction.
- i Represented a construction company as independent counsel to assist in monitoring the defense of a multimillion dollar wrongful death case, to evaluate coverage issues in connection with the matter, and to protect the client's interests in regard to the insurer's duties of defense and indemnification under the client's primary and excess liability insurance policies, ultimately helping the client to achieve settlement of the matter at mediation.
- i Undertook representation of a major public owner on all aspects of procurement and contracting for the design and new construction of a \$900 million construction project in Austin, Texas. The project includes new construction of 1,500,000 square feet of modern, high-performance office buildings connected by underground tunnels and parking facilities,

and also includes analysis of insurance policies of prospective project management, design and construction firms.

- i Represented a construction contractor in a dispute relating to a defective design specification issued by a public owner. After the client raised the issue in writing, the owner insisted the specification had to be followed, which led to significant construction defects in the finished work. The parties had been unable reach settlement in a mediation handled by prior counsel, but after careful legal research into the issue of an owner's responsibility for defective design specifications, the client was able to present a very strong position in a resumed mediation that it had no legal liability to the owner for the construction defects. The client's position was so strong that the owner agreed to accept the client's first settlement offer previously rejected by the Owner at the first failed mediation.
- i Represented a public owner in connection with the procurement of a water improvement project estimated to cost approximately \$200 million, including advice on the use of alternative delivery methods for the procurement of construction services for the project. This major civil construction project is a signature project for San Antonio and Bexar County because it will restore and result in major re-development along the banks of the original water way on which the City was originally founded.
- i Represented a health care facilities owner with projects valued in excess of \$900 million in major new construction of a new trauma tower, parking garage and central utility plant, and significant renovations to an existing hospital. Advice included analysis of procurement laws and methods; drafting of professional service and construction contracts; requests for qualifications and proposals; analyzing exceptions and qualifications; contract negotiations; review of insurance policies; and continued advice on all issues related to contract administration and warranty claims. The advice also included the use of a dispute review board process and resolution of a multi-million dollar dispute arising from defects in the design and construction of the facilities.
- i Representation of a large public utility, advising on the use of the Design-Build alternative delivery method for the development of multiple service center facilities valued at over \$80 million, and continued advice on contract disputes arising from the project.
- i Represented a general contractor whose subcontractor installed a defective light pole that collapsed across the owner's building. The clear cause: a manufacturing defect, not installation. The manufacturer went into bankruptcy. The owner's property insurer still sued the general contractor (the client) and subcontractor, alleging they were "sellers of a defective product" and strictly liable under Texas law. Rick got the subcontractor's insurer to assume the cost of defense for the client, and he persuaded all parties to agree to non-suit the case to allow early

mediation to resolve all claims. Rick then established the general contractor could not be a seller of a product, and was not liable as a matter of law. The general contractor client successfully avoided all liability and costs of defense.

- i Represented a large mechanical contractor, successfully recovering most of its contract balance for completed work on a remodeling project for a major internet servicing and data center facility, including a retrofit of the facility's air conditioning system. The private owner claimed the system, as designed by a third party, failed to operate properly. In fact, the owner had obstructed progress of the work and expanding the scope and schedule far beyond the work originally required. After filing suit on behalf of the contractor, arranging key interview of a key former employee of the owner, and developing a multi-million dollar claim against the owner to demonstrate the bulk of the claimed defects were largely extra work, a settlement was finalized resulting in the client recovering more than 90% of its contract balance, all without taking a single deposition or even having to go to mediation.
- i Defended a general contractor and its surety against suit brought by a government owner. After several attempts at mediation proved unsuccessful, a videotaped inspection of the general contractor's work captured the owner's own expert admitting the general contractor's work was performed properly. Also, discovery lead to documents showing the government owner had accepted the project as complete, even though it later secretly attempted to persuade its architect to retract a certificate of substantial completion. Settlement was successfully negotiated to avert an imminent trial. The general contractor client recovered nearly 90% of its contract balance damages.
- i Successfully represented a government owner in its pursuit of damages for design errors and omissions by the original architect and a mechanical engineer on a major data center project. The case required extensive analysis of the feasibility of the mechanical engineer's mechanical and electrical system designs for the HVAC systems. After an early mediation that included the professional liability insurance carriers of each of the defendants, a significant settlement was achieved and essentially all funds paid for the failed design were recovered to allow the project to get back on track without ever having to file suit.
- i Defended a general contractor against multiple building construction defect claims asserted by a government owner. By coordinating an early mediation process that included the contractor's insurer, its subcontractors and their insurers, and the engineer and its insurer, the parties all agreed to concentrate their efforts on investigation of the alleged defects, and develop remedial solutions. The client was able to avoid major multi-million dollar liability. Settlement of all claims left the

client with virtually no out-of-pocket loss, and without a single deposition being taken.

- i Served as the Chair of the Dispute Review Board for the Henry B. Gonzalez Convention Center Project, a \$300 million dollar project. Several disputes were resolved without further litigation after rendering formal determination of the Board. No submitted disputes proceeded to litigation.

#### *Significant Publications / Presentations*

- i A Practical Guide for Applying Rule 59 of the AAA Construction Industry Arbitrations Rules (Dispute Resolution Journal, Volume 74, Number 3, June 2020)
- i Issues for Consideration in Using the New A102-2017 Exhibit A Insurance Exhibits (presented to the North American Construction Lawyers Symposium, November 2017)
- i [The Economic Loss Doctrine as an Obstacle to Claims of Contractual Strangers](#) 46 St. Mary's L.J. 321 Saint Mary's Law Journal, 2015; republished with permission in the Construction Law Journal published by State Bar of Texas, Construction Law Section, Construction Law Journal and which article was also republished in the Handbook entitled "Issues in Construction and Technology" associated with the annual publication of "Forms and Agreements for Architects Engineers and Contractors", a five-volume Construction Law treatise published by Thomson/Reuters/West, New York (October 2016)
- i Walking the High Wire While Juggling: Strategies to Manage Litigation Costs and Meet Client Expectations (presented to the American Bar Association Annual Meeting, April 2010)
- i Emerging (and some Not-so-New) Dispute Resolution Techniques (presented to Construction Owners Association of America, February 2010)
- i Professional Liability Risk for the Contractor – Does Assisting with Design Cross the Line? (San Antonio Construction News, December 2009)
- i Indemnity Clauses – Why so much Fuss? (San Antonio Construction News, November 2009)
- i My Immersion into DRB World (Presented to 13th Annual Meeting and Conference Dispute Resolution Board Foundation, Houston, Texas, October 2009)
- i Consequential Damages – Waiving Them May be of No Consequence (San Antonio Construction News, October 2009)
- i Joint Venturing Issues for GC's and A/E's (Presented to the 17th Annual Associated General Contractors /American Institute of Architects Building Communities Conference, South Padre, Texas, September 2009)

- i ConsensusDocs – An Overview (Presented to the International Facilities Management Association, San Antonio Chapter – May 2009)
- i Termination of a Construction Contractor (Presented at the “How to Keep Construction Projects From Going Bad – And What to Do When They Do” Lorman Seminar, San Antonio, Texas, January 2009)
- i Associated General Contractors /American Institute of Architects Contract Series: Comparison of ConsensusDocs and AIA Forms on Key Issues (Topics: (1) General Overview and Dispute Resolution Practices and Processes; (2) Traditional Roles & Responsibilities: Owner/Architect/Contractor/Subs; (3) Liability Risk Transfer: Consequential & Liquidated Damages, Limitations of Liability, Indemnity and Insurance; (4) Delays, Changes & Change Management; and (5) Default, Termination & Suspension (Presented to the Associated General Contractors, San Antonio Chapter, August – December 2008)
- i Following the Money: Managing The Risk Of Owner Non-Payment Under The New Texas Statutory Restrictions On Contingent Payment Clauses (Presented to the 21st Annual Construction Law Conference, San Antonio, Texas, 2008)
- i ConsensusDocs – There’s a New Kid in Town (Associated General Contractors, San Antonio Chapter Newsletter 2008)
- i ConsensusDocs: Good for Owners? (Presented to the Construction Owners Association of America, Texas Chapter, September 2008)
- i Environmental Liability in Construction Contracts (Presented to Houston Bar Association, Construction Law Section, November 2007)
- i The Basics of Contracts for Financial Managers (Presented to Construction Financial Management Association, November 2007)
- i Bypassing the Low Bidder: An Examination of Texas Bidding Laws Applicable to Local Governmental Entities (State Bar of Texas, Construction Law Section, Construction Law Journal, September 2007)
- i Enforceability of Contingent Payment Clauses in Texas (Co-chaired Associated General Contractors – Texas Building Branch committee to help in the publication of the book, which focuses primarily on the 2007 Texas statute restricting the enforceability of contingent payment clauses in subcontracts. Rick is the primary author.)
- i Lien Rights of Construction Managers; co-authored with law student Kerri Ranney (State Bar of Texas, Construction Law Section, Construction Law Journal, September 2007)
- i Termination of a Construction Contractor (Presented to Associated Builders & Contractors, San Antonio Chapter, August 2007)
- i Contingent Payment Clauses: It’s A Whole New Ball Game and the Field Has Landmines (Coats Rose, July 2007)

- i The Short Version: Can a Lead Person Vote in a Union Election? (Associated Builders & Contractors, San Antonio Chapter, January 2007)
- i Expedited Arbitration Procedures – It Ain’t Just Plain Ole Arbitration Anymore (Presented to the 20th Annual Construction Law Conference, San Antonio, Texas, 2007)
- i The “Arranger” – Helping the Owner Deal with its Contaminants while Minimizing your Risk of being Contaminated with CERCLA Liability (San Antonio Construction News, September 2006)
- i A Day Late and Two Million Dollars Short (How Intermediate Delay Leads to Major Consequences) (San Antonio Construction News, August 2006)
- i Workers’ Compensation Insurance for the Temporary Worker (San Antonio Construction News, July 2006)
- i Limitation of Liability – The Ultimate Survival Strategy (San Antonio Construction News, June 2006)
- i Subcontract Guidance For The Contractor: How To Be Stuck In The Middle, Without Getting Stuck (Presented to the 18th Annual Construction Law Conference, San Antonio, Texas, 2005)
- i Contractor Modifications to Standard Contract Clauses (Presented at the Fourth Annual Basics in Construction Law Course, San Antonio, Texas, October 2004)
- i The Ultimate Survival Strategy: The Limitation Of Liability Clause (Presented to the 13th Annual Construction Law Conference, Houston, Texas, 2000)
- i Rolling the Dice Without Putting it all on the Line – Proposal qualifications to protect the Contractor against catastrophic liability (Presented to the 10th Annual Construction Law Conference, Austin, Texas, 1997)