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Third Quarter 2020

CONSTRUCTION AND PROCUREMENT LAW NEWS

Recent federal, state, and local developments of interest, prepared by Bradley's Construction and Procurement Group:

Government Held Accountable for Delays to Fast-Track Design Process

The Armed Services Board of Contract Appeals (the "Board") recently held the government liable for design delays where the government prematurely required details in design submissions and failed to provide comments on design submissions within the 14-day period allotted for government comments in the contract.

In *Appeal of RBC Construction Corp.*, the contract contemplated the use of fast track design methods. The Board explained that the purpose of a fast track submittal is to advance some specific work while the normal construction process continues concurrently. The Board also explained that the government usually gives itself a 30-day review period for submittals requiring government approval and a 21-day period for government conformance review of other submittals. Under this contract, however, the government had 14 days to review each of the contractor's design submittals.

The contractor's site and foundation package was a fast track package that was independent of the final design packages for the project. The site and foundation package showed an underground fire-suppression water cistern under the foundations of one of the buildings. In its comments to the submission, the government, concerned that the foundation would have to be torn-out later if the cistern was incorrectly sized, required the contractor to provide detailed calculations for the cistern. After the contractor's resubmission of the site and foundation package, the government commented that the contractor did not provide enough details regarding the cistern. The government made these comments twenty-five days after the contractor's submittal of the package and thus eleven days outside the 14-day review period.

The Board recognized that while the government's actions in requiring the cistern calculations may have been well intentioned to protect the contractor from having to modify the foundation later, the contract did not require the contractor to submit the cistern calculations as part of the its site and foundation submission, and that the government's delay in approving the site and foundation package until the

Inside:

www.bradley.com

Birmingham Office
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
(205) 521-8000

Nashville Office
Roundabout Plaza
1600 Division Street
Suite 700
Nashville, TN 37203
(615) 244-2582

Washington, D.C. Office
1615 L Street N.W.
Suite 1350
Washington, D.C. 20036
(202) 393-7150

Charlotte Office
Hearst Tower
214 North Tryon Street
Suite 3700
Charlotte, NC 28202
(704) 338-6000

Houston Office
JPMorgan Chase Tower
600 Travis Street
Suite 4800
Houston, TX 77002
(713) 576-0300

Jackson Office
One Jackson Place
188 East Capitol Street
Suite 400
Jackson, MS 39201
(601) 948-8000

Huntsville Office
200 Clinton Ave. West
Suite 900
Huntsville, AL 35801
(256) 517-5100

Montgomery Office
RSA Dexter Avenue Building
445 Dexter Avenue
Suite 9075
Montgomery, AL 36104
(334) 956-7700

Tampa Office
100 South Ashley Drive
Suite 1300
Tampa, FL 33602
(813) 229-3333

Dallas Office
4400 Renaissance Tower
1201 Elm Street
Dallas, TX 75270
(214) 939-8700

cistern was approved delayed the contractor's site and foundation work.

The Board found delay associated with the government's requirement for the cistern calculations, but did not grant the contractor compensable delay for the entire period from design submission until approval because the cistern was not the only issue with the design raised by the government. The other design issues were not resolved until June 1, 2012; thus, the Board held that government delays related to the cistern prior to June 1, 2012, were concurrent with delays that were the contractor's responsibility. The Board also found that the government was responsible for the eleven days beyond the 14-day review period it took to return comments on the site and foundation submittal.

The takeaways from this decision are (a) review in a fast track delivery model should be expedited to preserve the utility of the model and (b) the government can be held liable for delays arising from government changes to the design process, and when faced with such delay, the contractor should promptly address comments on other issues to avoid a finding of concurrent delay.

By Lee-Ann Brown

Half of Oklahoma is now likely within a Native American reservation, what does this mean for your project?

It is rare for the holding in a single criminal case to have such far-reaching implications that it affects nearly every industry in a particular state. But that is what happened on July 9, 2020, when the United States Supreme Court overturned Jimcy McGirt's criminal conviction in Oklahoma state court by holding that Oklahoma did not have jurisdiction to prosecute McGirt (a citizen of the Creek tribe) for a crime committed within the boundaries of the Creek Nation. The most far-reaching aspect of the Court's ruling was how it determined the boundaries of the Creek Nation should be determined—by looking at boundaries set in an 1833 treaty between the United States and the Creek tribe as a precursor to the "Trail of Tears." In his dissent, Chief Justice Roberts explains how far-reaching the implications of the Court's decision are beyond just McGirt's criminal case:

> [U]nbeknownst to anyone for the past century, a huge swathe of Oklahoma is actually a Creek Indian reservation… Not only does the Court discover a Creek reservation that spans three million acres and includes most of the city of Tulsa, but the Court's reasoning portends that there are four more such reservations in Oklahoma. The rediscovered reservations encompass the entire eastern half of the State—19 million acres that are home to 1.8 million people...
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> [T]he Court has profoundly destabilized the governance of eastern Oklahoma. The decision today creates significant uncertainty for the State's continuing authority over any area that touches Indian affairs, ranging from zoning and taxation to family and environmental law.

In addition to the above, almost a quarter of Oklahoma's recent oil and gas wells and around 60 percent of its refinery capacity now lie within the territory of the five tribes.

If you are one of the many people who may have been unknowingly planning or constructing a project or operating an oil and gas lease on what is now potentially a Native American reservation, then you need to prepare for several potential uncertainties as you move forward. For example, tribes may impose taxes on non-members for economic activity on the reservation, or may set stricter environmental regulation, and the reach of Oklahoma's regulatory arm will be severely limited. Additionally, if you work directly with a tribal entity, there may be questions of whether that entity has sovereign immunity from being sued (even in simple breach of contract cases), and venue for any potential suit may be required in Tribal courts unless you obtain clear waivers. And activities which are not crimes in the rest of the state may be crimes within the reservation.

The Supreme Court's opinion creates several open questions which will likely remain open for years until Congress, the Native Americans, and the courts find a way to untangle the confusion. For now, the best strategy is to plan ahead and ensure that your contract protects you from unforeseen risks and unfavorable venues.

By Timothy Cook

Walking the Tightrope: Liquidation Agreement "Traps for the Unwary"

When crafting a liquidation or "pass-through" agreement for a subcontractor claim against the

government, the key provision from the prime contractor's perspective is a release from liability for the subcontractor's claim with the exception of amounts recovered from the government related to that claim. If the release language is too broad, however, the agreement may provide the government a legal defense to the pass-through claim known as the *Severin* doctrine. The *Severin* doctrine prohibits a prime contractor from passing through a subcontractor claim to the government if the prime contractor is not liable for the subcontractor's claimed costs. Simply put, to pass through a subcontractor claim, the prime contractor must maintain some form of liability for the subcontractor claim or risk rejection of the claim. Indeed, if the prime contractor expressly disclaims liability for the subcontractor's claim or if the subcontractor's release of the prime contractor is too broad, the *Severin* doctrine may bar the claim. The government will rely on this defense before ever looking at the merit of the claim.

A recent decision issued by the Armed Services Board of Contract Appeals (the "Board") demonstrates how far the government has tried to stretch the *Severin* doctrine defense. In *Appeal of Alderman Building Company, Inc.,* the general contractor, pursuant to a contract with the Navy, performed work on a renovation project at a Marine Corps base. The project suffered from significant government-caused delays. The general contractor sponsored a pass-through claim on behalf of its subcontractor, Big John's Electric Co., Inc., seeking compensation for the delays. One of the recitals in the pass-through agreement between the general contractor and Big John's stated that "the Owner is the ultimate responsible party to pay for the Subcontractor's and Contractor's claims." In this appeal, the Navy argued that the *Severin* doctrine mandated dismissal of the claim because, *vis-a-vis* the recital language, the general contractor had asserted it was not responsible for the costs Big John's incurred.

The Board rejected the Navy's argument, holding that the Navy failed to demonstrate that the general contractor was *not* responsible for Big John's costs. First, the Board noted that the pass-through agreement did not contain an "iron-bound release," and it did not contain an "express undertaking" to release the general contractor from any obligation to Big John's. Second, the Board found "Alderman's unqualified undertaking" in the pass-through agreement to pay promptly any amounts owed to Big John's. The Board stated this fact to be the "antithesis" of any release of the general contractor's liability.

Although *Alderman* is a victory for the contractor, it is also a cautionary tale. In terms of a "victory," the Board imposed a strict burden on the government to demonstrate that the prime contractor has no liability for a subcontractor's claim pursuant to the *Severin* doctrine. Nevertheless, this case serves as a warning to avoid language in a pass-through agreement that would suggest that the prime contractor has no liability for the subcontractor's claim by factoring in the likelihood that the government will look to a *Severin* doctrine defense to avoid liability for an otherwise meritorious claim.

By Amy Garber

Coverage for Defective Work? Michigan Joins Majority

Michigan has joined the majority of jurisdictions in holding that a general liability policy may provide coverage for claims for property damage allegedly caused by the defective work of a subcontractor. In a unanimous decision reversing the Michigan Court of Appeals, the Michigan Supreme Court held that a subcontractor's unintentional defective work was an "accident" and, thus, an "occurrence" covered under the subcontractor's commercial general liability ("CGL") policy.

In *Skanska USA Building Inc. v. MAP Mechanical Contractors, Inc.,* Skanska USA Building Inc. ("Skanska") served as the construction manager on a medical center renovation project. Skanska hired defendant MAP Mechanical Contractors, Inc. ("MAP") to perform heating and cooling work that included the installation of expansion joints on part of a steam boiler and piping system. Several years after the installation, extensive damage to concrete, steel, and the heating system occurred, and Skanska determined that the cause was MAP's incorrect installation of some of the expansion joints. Skanska repaired and replaced the damaged property at a cost of about $1.4 million and submitted a claim to MAP's insurer, co-defendant Amerisure Insurance Company. Amerisure denied coverage for the claim, and Skanska filed suit.

The trial court denied competing summary judgment motions, and Skanska and Amerisure both filed applications for leave to appeal to the Court of Appeals. The applications were granted, and the appeals were consolidated.

The policy provided coverage for "property damage" caused by an "occurrence." The term "occurrence" was defined as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions." Interpreting this language, the Michigan Court of Appeals held that summary judgment should be granted to Amerisure as "there was no 'occurrence' under the CGL policy because the only damage was to the insured's own work product." The term "accident" is not defined in the policy and the Court of Appeals, applying a definition of "accident" from Michigan appellate court precedent, reasoned that there was no "accident" and thus no "occurrence" to trigger coverage under the policy.

Skanska appealed to the Michigan Supreme Court. The *Skanska* Court began its review by focusing on the policy's definition of "occurrence" as an "accident." In doing so, the court relied on a definition of "accident" as "an undefined contingency, a casualty, a happening by chance, something out of the usual course of things, unusual, fortuitous, not anticipated and not naturally to be expected." Amerisure contended that an "accident" must involve "fortuity," or "something over which the insured has no control," but the court disagreed. Instead, the court concluded that the term "accident" is both plain and broad in its meaning, and a subcontractor's faulty work may fall within the court's definition of an "accident." Although "fortuity" is one way to show an accident occurred, the court was steadfast that it is not the only way to do so.

The court also rejected the Court of Appeals' conclusion that "accident" cannot include damage limited to the insured's own work product because the policy at issue did not limit the definition of "occurrence" with any reference to the owner of the damaged property.

Finally, the court rejected Amerisure's argument that providing coverage for the faulty subcontractor's work would convert the insurance policy into a performance bond. The court observed: The fact that "coverage may overlap with a performance bond is not a reason to deviate from the most reasonable reading of the policy language."

Whether faulty or defective workmanship constitutes an "occurrence" under the CGL is a state-specific question, and courts across the country are divided on this issue. While some states have held that faulty workmanship or improper construction is not an "occurrence" because it can never be an "accident," others have held that faulty workmanship can be an "accident" if the resulting damage occurs without the insured's expectation or foresight. The recent trend has been for courts to find that a construction defect or faulty workmanship satisfies the "occurrence" and "property damage" requirements under a general liability policy, and losses sustained as a result of such defects may be covered. The Michigan Supreme Court's decision is yet another example that the tide continues to change in favor of insureds as to whether property damage caused by defective work may be covered under a general liability policy.

By Heather Howell Wright and Alex Thrasher

Proceed at Your Own Risk: Government Entitled to Strict Compliance with Plans and Specifications

In *Appeal of Watts Constructors, LLC,* the Armed Services Board of Contract Appeals (the "Board") held that a contractor was not excused from following contract plans and specifications despite the observation by government quality assurance inspectors of non-compliant electrical work during installation. This case is a reminder to contractors (including, of course, government contractors) that the owner is generally entitled to strict compliance with its plans and specifications, and that a contractor should obtain formal approval of alternates before varying from the requirements of those plans and specifications.

In the mid-2000s, the United States Army decided to build a facility for satellite communications at Camp Roberts, California. The Army hired Watts Constructors, LLC ("GC"), who in turn hired Helix Electric, Inc. ("Subcontractor") to perform the electrical work on the project.

The contract plans and specifications required rigid conduit for electric power cabling. Contrary to these plans and specifications, Subcontractor installed flexible MC throughout the buildings, as was its preference. Subcontractor installed this flexible cabling in the presence of Government quality assurance personnel, who failed to raise any issue with the installation.

Ultimately, however, the Government's Quality Assurance Electrical Engineer inspected the work already performed and determined that Subcontractor had not complied with the contract plans and specifications. The Government required Subcontractor to tear out the flexible MC throughout the building and install the rigid conduit required by contract, at a cost of over $400,000. The Subcontractor complied with this

instruction and then, through a pass-through claim to the GC, sought compensation for this effort.

The Board denied Subcontractor's claim. As an initial matter, the Board noted that Subcontractor could not identify anywhere in the drawings allowing flexible MC. Although there were "boilerplate" specifications referencing flexible MC, the Board noted that there was similar boilerplate for other products that were inapplicable under the contract, and that the Subcontractor had been unable to identify anywhere in the drawings that required or even permitted the installation of flexible MC.

The Board was unswayed by arguments that the Government's quality assurance inspectors had observed and not objected to the installation of flexible MC, noting that none of these inspectors had the authority to alter the contract on behalf of the Government (as this authority rested with the Contracting Officer). The Board further confirmed that the Government was entitled to strict compliance with its plans and specifications, and that Subcontractor took the risk of its work being unacceptable when it decided to install in accordance with its own preferences rather than pursuant to the requirements of the Government.

This case is a reminder that contractors and subcontractors should ensure that their work complies with contract requirements, and should not rely on the presence or acquiescence of inspectors to approve work for which they do not have authority to alter. Otherwise, they might just be stuck footing the bill for a costly tear out and replacement.

By Luke Martin

Safety Moments for the Construction Industry

Ladders and stairways may be a source of injuries and fatalities among construction workers. OSHA estimates that there are 24,882 injuries and as many as 36 fatalities per year due to falls on stairways and ladders used in construction. Nearly half of these injuries were serious enough to require time off the job. To avoid or mitigate potential ladder injuries:

- Use the correct ladder for the task.
- Have a competent person visually inspect a ladder before use for any defects such as:
  - Structural damage, split/bent side rails, broken or missing rungs/steps/cleats and missing or damaged safety devices;
  - Grease, dirt or other contaminants that could cause slips or falls; and
  - Paint or stickers (except warning labels) that could hide possible defects.
- Make sure that ladders are long enough to safely reach the work area.
- Mark or tag ("Do Not Use") damaged or defective ladders for repair or replacement, or destroy them immediately.
- Never load ladders beyond the maximum intended load or beyond the manufacturer's rated capacity.
- Be sure the load rating can support the weight of the user, including materials and tools.
- Avoid using ladders with metallic components near electrical work and overhead power lines.

Coronavirus/COVID-19

Our firm has endeavored to compile a number of helpful resources to assist our clients to navigate these uncertainties, with a heavy emphasis on issues affecting the construction industry. If you have questions related to the coronavirus and how it may impact you or your business, please visit: https://www.bradley.com/practices-and-industries/ practices/coronavirus-disease-2019-covid-19. This site contains various resources across different areas, including employment, insurance, healthcare, as well as the construction industry.

Additionally, our Practice Group maintains its **BuildSmart Blog** and has published a number of coronavirus-related blog posts to help our clients in the construction industry navigate these issues: https://www.buildsmartbradley.com/.

If you have additional questions that are not answered by these resources or you would like to discuss further, please contact an attorney in our practice group to help you find an answer to your question.

Bradley Arant Lawyer Activities

The pandemic may have changed the way we gather, but it has not changed our desire to provide relevant content and important guidance to our friends in the construction industry.

In lieu of our annual in-person seminar, we are working to create short video snippets that cover a wide range of educational topics that answer common questions or informational points of concern that need to be addressed. The content will be easily digestible and readily available at your convenience. We are still working through the library

of topics, but if you have a question you would like to see addressed, please email Chrissy Ruth at cruth@bradley.com. We look forward to seeing everyone in-person soon!

Our firm is extremely honored and grateful to our clients to have been recognized as the "**Law Firm of the Year**" in **Construction Law** for 2020 by the *U.S. News & World Report* in its "Best Law Firms" rankings.

In U.S. News' 2020 "Best Law Firms" rankings, **Bradley's Construction and Procurement Practice Group** received a Tier One National ranking, the highest awarded, in Construction Law and a Tier Two ranking in Construction Litigation. Birmingham, Houston, Nashville, Jackson, and Washington, D.C. offices received Tier One Metropolitan recognition for Construction Law.

Bradley's Construction Practice was ranked No. 3 in the nation by *Construction Executive* for 2020.

Chambers USA ranked Bradley as one of the top firms in the nation for construction for 2020. The firm's Washington D.C., Mississippi, and North Carolina offices were also recognized as a top firm for those locales for Construction Law.

Chambers USA also ranks lawyers in specific areas of law based on direct feedback received from clients. **Ryan Beaver, Ian Faria, Doug Patin, Bill Purdy, Mabry Rogers, Bob Symon,** and **Ralph Germany** are ranked in Construction. **Aron Beezley** is ranked in the area of Government Contracts.

Bradley is pleased to announce that nine of the firm's partners have been named by Who's Who Legal as among the world's leading construction lawyers. The Bradley attorneys listed in the 2020 edition of *Who's Who Legal: Construction* are **Jim Archibald**, **Axel Bolvig**, **Ian Faria**, **Jon Paul Hoelscher**, **Doug Patin**, **David Pugh**, **Bill Purdy**, **Mabry Rogers** and **Bob Symon**. In addition, **Mabry Rogers** is listed in the 2020 edition of *Who's Who Legal: Thought Leaders – Construction,* which shines a light on the lawyers and experts who are the apogee of the construction world.

Jim Archibald was named one of Birmingham Business Journal's "Best of the Bar" for 2020.

Jim Archibald, David Bashford, Ryan Beaver, Michael Bentley, Axel Bolvig, Ian Faria, Jon Paul Hoelscher, Fred Humbracht, Russ Morgan, David Owen, Doug Patin, David Pugh, and **Bob Symon** have been recognized by *Best Lawyers in America* in the area of Litigation - Construction for 2021.

Jim Archibald, David Bashford, Ryan Beaver, Axel Bolvig, Jared Caplan, Jim Collura, Monica Wilson Dozier, Ian Faria, Eric Frechtel, Ralph Germany, Jon Paul Hoelscher, Michael Koplan, Tom Lynch, David Owen, Doug Patin, David Pugh, Bill Purdy, Mabry Rogers, Wally Sears, Avery Simmons, David Taylor, and **Bryan Thomas** have been recognized by *Best Lawyers in America* in the area of Construction Law for 2021.

Doug Patin and **David Taylor** were recognized by *Best Lawyers in America* for Arbitration in 2021.

Mabry Rogers and **David Taylor** was recognized by *Best Lawyers in America* for Mediation in 2021.

Aman Kahlon was recognized by *Best Lawyers in America* for Commercial Litigation in 2021.

Keith Covington and **John Hargrove** were recognized by *Best Lawyers in America* in the areas of Employment Law - Management, Labor Law - Management, and Litigation - Labor and Employment.

In *Best Lawyers in America* for 2021, **Jim Archibald** was named "Lawyer of the Year" in Construction for Birmingham, AL, **Mabry Rogers** was named Arbitration "Lawyer of the Year" for Birmingham, Alabama, **John Hargrove** was named Labor Law – Management "Lawyer of the Year" for Birmingham, Alabama, and **Bob Symon** was named Construction Law "Lawyer of the Year" for Washington, D.C.

In *Best Lawyers in America* for 2021, **Katie Blankenship**, **Matt Lilly**, and **Carly Miller** were recognized as "Best Lawyers: Ones to Watch" in the area of Construction Law.

In *Best Lawyers in America* for 2021, **Andrew Bell, Amy Garber, Carly Miller**, and **Chris Selman** were recognized

as "Best Lawyers: Ones to Watch" in the area of Litigation - Construction.

Jim Archibald, Axel Bolvig, Bill Purdy, Mabry Rogers, Wally Sears, Bob Symon, Ian Faria, Doug Patin, Ralph Germany, David Taylor, and **David Owen** were named *Super Lawyers* in the area of Construction Litigation. **Jeff Davis** was named *Super Lawyer* for Civil Litigation. **Aron Beezley** was named *Super Lawyers* "Rising Star" in the area of Government Contracts. **Luke Martin**, **Bryan Thomas**, **Andrew Stubblefield**, **Aman Kahlon, Amy Garber, Carly Miller, Chris Selman,** and **Jackson Hill** were listed as "Rising Stars" in Construction Litigation. **Ryan Kinder**, **Justin Scott**, and **Mary Frazier** were recognized as "Rising Stars" in Business Litigation. **Monica Dozier Wilson** and **Matt Lilly** were named North Carolina *Super Lawyers* "Rising Stars" in Construction Litigation. **Ian Faria** and **Jeff Davis** were ranked as Top 100 in Texas *Super Lawyers*.

Jim Archibald, **Axel Bolvig**, **Jim Collura**, **Keith Covington**, **Ian Faria**, **Doug Patin**, **David Pugh**, **Bill Purdy**, **Mabry Rogers**, **Wally Sears**, **Bob Symon**, and **David Taylor** have been rated AV Preeminent attorneys in Martindale-Hubbell.

Jim Archibald, Axel Bolvig, Ian Faria, Eric Frechtel, Mabry Rogers, Bob Symon, David Taylor, **Bryan Thomas** and **Michael Knapp**, have been selected as Fellows of the Construction Lawyers Society of America (CLSA), and **Carly Miller** and **Aman Kahlon** were selected as Associate Fellows of the CLSA.

Monica Wilson Dozier has been elected to the 2020 class of Carolina Executive Energy Leaders with E4 Carolinas, in which a group of energy executives meet for six two-day sessions throughout the year, culminating in a project to satisfy future energy stakeholder needs considering the region's present and future energy requirements.

Luke Martin was recently named one of Birmingham's "Top 40 Under 40" by the *Birmingham Business Journal* in its annual honor for young professionals.

Anna-Bryce Hobson recently joined the Commercial Real Estate Women of Charlotte Sponsorship Committee.

Ian Faria, **Jon Paul Hoelscher** and **Andrew Stubblefield** became board certified by the Texas Board of Legal Specialization in Construction Law. Only about 100 or so attorneys out of more than 100,000 licensed Texas attorneys hold the certification.

Aron Beezley and **Sarah Osborne** will be hosting a webinar on bid protests on October 15, 2020. This webinar, which is free, will cover hot topics and practical tips in bid protests. For registration information, please contact **Aron Beezley** or **Sarah Osborne**.

Lee-Ann Brown will be presenting with other Bradley lawyers on *"Force Majeure Controversies at Home and Abroad"* for a firm client in the upcoming weeks.

On August 26, Bradley sponsored the Energy Technology Series webinar hosted by E4 Carolinas. **Monica Wilson Dozier** presented the keynote speaker, Nick Smallwood, VP of Business Development at Sunrun.

Luke Martin jointly authored an article entitled "Arbitration: Third-Party Joinder after *GE Energy Power*" with former Bradley partner A.H. Gaede, Jr. for the Summer 2020 edition of the Journal of the American College of Construction Lawyers.

On June 30, **Monica Wilson Dozier** presented at E4 Carolinas' Renewable Generation Risk Management Seminar, held virtually and attended by energy professionals nationwide.

Heather Wright attended (virtually) the National Flood Conference in June 2020.

Anna-Bryce Hobson was recently selected to serve on the Wake Forest Law School Rose Council, a leadership council for graduates who have graduated within the last ten years. The Rose Council builds community by encouraging recent grads to increase their involvement by volunteering, attending law school events, staying informed, and giving back.

David Taylor was named to the Board of Directors of the Nashville Conflict Resolution Center.

Michael Knapp was appointed to the Board of Trustees for the Patriot Military Family Foundation, a group that raises money and awareness to benefit wounded veterans and their families.

David Taylor was reappointed to the Executive Committee of the Tennessee Bar Association's Construction Law Committee. He was also recently reappointed to the Legal Advisory Counsel of the Associated General Contractors of Middle Tennessee.

Abba Harris recently received the firm's Cam Miller award, an award which recognizes an associate within the firm who exemplifies excellence in his or her legal work coupled with a high degree of involvement in community service. In addition to her pro bono work, Abba works extensively with the YWCA in Birmingham and has recently started a workforce program to help women who live in their shelters get into the skilled trades, and she has donated her financial award as a kickstart for that program.

Heather Wright moderated a webinar entitled "*Business Continuity During the COVID-19 Pandemic and How Alternative Dispute Resolution Can Help.*" This webinar was a joint project between the Women in Insurance of the National Association of Women Lawyers and JAMS.

Lee-Ann Brown recently joined the Legislative Committee of the Associated Builders & Contractors of Washington, DC.

Heather Wright moderated a panel for the Mortgage Bankers Association presentation "*Riding the Waves: Anticipating & Managing Impacts of Natural Disaster Events*."

Kyle Doiron was named as a member of the Associated General Contractors' Construction Leadership Council for Nashville.

Rebecca Muff was appointed to the Board of Directors for the Junior League of Houston, Inc., an organization of women committed to promoting voluntarism, developing the potential of women, and improving communities through effective action and leadership of trained volunteers.

Jay Bender and **James Bailey** recently authored a book entitled "Construction Issues in Bankruptcy: Executory Contracts, Mechanic's Liens and Other Issues that Arise in Construction-Related Bankruptcies," which is written for the people who run construction companies, construction lawyers, and bankruptcy professionals representing parties in distressed construction matters.

NOTES

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Construction and Procurement Practice Group Contact Information:

Joseph R. Anderson (Houston), Attorney	(713) 576-0374	jranderson@bradley.com
James F. Archibald, III (Birmingham), Attorney	(205) 521-8520	jarchibald@ bradley.com
David H. Bashford (Birmingham), Attorney	(205) 521-8217	dbashford@bradley.com
Ryan Beaver (Charlotte), Attorney	(704) 338-6038	rbeaver@ bradley.com
Aron Beezley (Washington, D.C.), Attorney	(202) 719-8254	abeezley@ bradley.com
Andrew W. Bell (Houston), Attorney	(713) 576-0379	abell@ bradley.com
Katherine H. Blankenship (Nashville), Attorney	(615) 252-3587	kblankenship@bradley.com
Axel Bolvig, III (Birmingham), Attorney	(205) 521-8337	abolvig@ bradley.com
Lee-Ann C. Brown (Washington, D.C.), Attorney	(202) 719-8212	labrown@ bradley.com
T. Michael Brown (Birmingham), Attorney	(205) 521-8462	mbrown@bradley.com
Stanley D. Bynum (Birmingham), Attorney	(205) 521-8000	sbynum@ bradley.com
Jared B. Caplan (Houston), Attorney	(713) 576-0306	jcaplan@bradley.com
Frank M. Caprio (Huntsville), Attorney	(256) 517-5142	fcaprio@bradley.com
Melissa Broussard Carroll (Houston), Attorney	(713) 576-0357	mcarroll@bradley.com
James A. Collura (Houston), Attorney	(713) 576-0303	jcollura@bradley.com
Timothy R. Cook (Houston), Attorney	(713) 576-0350	tcook@bradley.com
F. Keith Covington (Birmingham), Attorney	(205) 521-8148	kcovington@ bradley.com
Jeff Dalton (Birmingham), Legal Assistant	(205) 521-8804	jdalton@ bradley.com
Jeffrey Davis (Houston), Attorney	(713) 576-0370	jsdavis@bradley.com
Stephanie J. Dinan (Washington, D.C.), Attorney	(202) 719-8284	sdinan@bradley.com
Kyle M. Doiron (Nashville), Attorney	(615) 252-3594	kdoiron@ bradley.com
Monica Wilson Dozier (Charlotte), Attorney	(704) 338-6030	mdozier@ bradley.com
Joel Eckert (Nashville), Attorney	(615) 252 4640	jeckert@ bradley.com
Ian P. Faria (Houston), Attorney	(713) 576-0302	ifaria@bradley.com
Cristopher S. Farrar (Houston), Attorney	(713) 576-0315	cfarrar@bradley.com
Robert Ford (Houston), Attorney	(713) 576-0356	rford@bradley.com
Mary Elizondo Frazier (Houston), Attorney	(713) 576-0371	mfrazier@bradley.com
Eric A. Frechtel (Washington, D.C.), Attorney	(202) 719-8249	efrechtel@ bradley.com
Amy Garber (Washington, D.C.), Attorney	(202) 719-8237	agarber@ bradley.com
Ralph Germany (Jackson), Attorney	(601) 592-9963	rgermany@ bradley.com
John Mark Goodman (Birmingham), Attorney	(205) 521-8231	jmgoodman@ bradley.com
Nathan V. Graham (Houston), Attorney	(713) 576-0305	ngraham@bradley.com
Nathaniel J. Greeson (Washington, D.C.), Attorney	(202) 719-8202	ngreeson@bradley.com
J. Douglas Grimes (Charlotte), Attorney	(704) 338-6031	dgrimes@bradley.com
John W. Hargrove (Birmingham), Attorney	(205) 521-8343	jhargrove@ bradley.com
Abigail B. Harris (Birmingham), Attorney	(205) 521-8679	aharris@bradley.com
Jackson Hill (Birmingham), Attorney	(205) 521-8679	jhill@ bradley.com
Anna-Bryce Hobson (Charlotte), Attorney	(704) 338-6047	aflowe@bradley.com
Jon Paul Hoelscher (Houston), Attorney	(713) 576-0304	jhoelscher@bradley.com
Aman S. Kahlon (Birmingham), Attorney	(205) 521-8134	akahlon@ bradley.com
Ryan T. Kinder (Houston), Attorney	(713) 576-0313	rkinder@bradley.com
Michael W. Knapp (Charlotte), Attorney	(704) 338-6004	mknapp@ bradley.com
Michael S. Koplan (Washington, D.C.), Attorney	(202) 719-8251	mkoplan@ bradley.com
Matthew K. Lilly (Charlotte), Attorney	(704) 338-6048	mlilly@ bradley.com
Cheryl Lister (Tampa), Attorney	(813) 559-5510	clister@ bradley.com
Tom Lynch (Washington, D.C.), Attorney	(202) 719-8216	tlynch@ bradley.com
Lisa Markman (Washington, D.C.), Attorney	(202) 719-8291	lmarkman@ bradley.com
Luke D. Martin (Birmingham), Attorney	(205) 521-8570	lumartin@ bradley.com
Kevin C. Michael (Nashville), Attorney	(615) 252-3840	kmichael@bradley.com
Carly E. Miller (Birmingham), Attorney	(205) 521-8350	camiller@ bradley.com
Marcus Miller (Houston), Attorney	(713) 576-0376	mnmiller@bradley.com
Kenneth J. Milne (Houston), Attorney	(713) 576-0335	kmilne@bradley.com
Philip J. Morgan (Houston), Attorney	(713) 576-0331	pmorgan@bradley.com
Rebecca A. Muff (Houston), Attorney	(713) 576-0352	rmuff@bradley.com
E. Sawyer Neeley (Dallas), Attorney	(214) 939-8722	sneely@bradley.com
Trey Oliver (Birmingham), Attorney	(205) 521-8141	toliver@bradley.com
Sarah Sutton Osborne (Huntsville), Attorney	(256) 517-5127	sosborne@ bradley.com
David W. Owen (Birmingham), Attorney	(205) 521-8333	dowen@ bradley.com
Emily Oyama (Birmingham), Construction Researcher	(205) 521-8504	eoyama@ bradley.com
Douglas L. Patin (Washington, D.C.), Attorney	(202) 719-8241	dpatin@ bradley.com

J. David Pugh (Birmingham), Attorney ..... (205) 521-8314 ..... dpugh@ bradley.com
Bill Purdy (Jackson), Attorney ..... (601) 592-9962 ..... bpurdy@ bradley.com
Alex Purvis (Jackson), Attorney ..... (601) 592-9940 ..... apurvis@ bradley.com
Patrick R. Quigley (Washington, D.C.), Attorney ..... (202) 719-8279 ..... pquigley@bradley.com
E. Mabry Rogers (Birmingham), Attorney ..... (205) 521-8225 ..... mrogers@ bradley.com
Connor Rose (Birmingham), Attorney ..... (205) 521-8906 ..... crose@ bradley.com
Brian Rowlson (Charlotte), Attorney ..... (704) 338-6008 ..... browlson@ bradley.com
Robert L. Sayles (Dallas), Attorney ..... (214) 939-8762 ..... rsayles@bradley.com
Peter Scaff (Houston), Attorney ..... (713) 576 0372 ..... pscaff@bradley.com
Justin T. Scott (Houston), Attorney ..... (713) 576-0316 ..... jtscott@bradley.com
Walter J. Sears III (Birmingham), Attorney ..... (205) 521-8202 ..... wsears@ bradley.com
J. Christopher Selman (Birmingham), Attorney ..... (205) 521-8181 ..... cselman@ bradley.com
Saira Siddiqui (Houston), Attorney ..... (713) 576-0353 ..... ssiddiqui@bradley.com
Frederic L. Smith (Birmingham), Attorney ..... (205) 521-8486 ..... fsmith@ bradley.com
H. Harold Stephens (Huntsville), Attorney ..... (256) 517-5130 ..... hstephens@ bradley.com
Andrew R. Stubblefield (Dallas), Attorney ..... (214) 257-9756 ..... astubblefield@bradley.com
Robert J. Symon (Washington, D.C.), Attorney ..... (202) 719-8294 ..... rsymon@ bradley.com
David K. Taylor (Nashville), Attorney ..... (615) 252-2396 ..... dtaylor@ bradley.com
D. Bryan Thomas (Nashville), Attorney ..... (615) 252-2318 ..... dbthomas@ bradley.com
Alex Thrasher (Birmingham), Attorney ..... (205) 521-8891 ..... athrasher@bradley.com
Slates S. Veazey (Jackson), Attorney ..... (601) 592-9925 ..... sveazey@ bradley.com
Sydney M. Warren (Houston), Attorney ..... (713) 576-0354 ..... swarren@bradley.com
Loletha Washington (Birmingham), Legal Assistant ..... (205) 521-8716 ..... lwashington@ bradley.com
Heather Howell Wright (Nashville), Attorney ..... (615) 252-2565 ..... hwright@ bradley.com

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Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104

Terri Lawson
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104