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Second Quarter 2020

CONSTRUCTION AND PROCUREMENT LAW NEWS

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

Contractor Barred from Recovering Home Office Overhead by Final Payment Rule

The Armed Services Board of Contract Appeals (the "Board") denied a contractor's appeal in *Appeal of Matcon Diamond Inc.*, holding that the contractor's *Eichleay* extended home office overhead claim was barred by the final payment doctrine.

The project, which involved performing certain repair work at an Air National Guard airport, was delayed by a combination of government changes, differing site conditions, and the contractor's inability to obtain recycled concrete for use as aggregate. After submitting its invoice for final payment, the contractor filed a claim seeking extended home office overhead for 249 additional days of performance added by the contract modifications. The Board denied the contractor's claim, holding that the contractor failed to establish that the government had impacted the critical path and extended the original time for performance, and had failed to prove that the contractor was on standby.

The Board also found that the contractor's claims were barred by the final payment doctrine. The Board held that the contractor's acceptance of final payment, without reserving a right to bring a home office overhead claim, constituted an affirmative defense for the government, because final payment to the contractor bars claims not specifically excepted at the time of payment. The Board explained that final payment does not bar a claim where the contracting officer knows the contractor is asserting a right to additional compensation, even when a formal claim has not been filed.

In this case, however, the Board found that the contractor had failed to establish its intent to file a delay damages claim prior to final payment. The Board rejected the contractor's argument that the final payment rule does not apply because a government representative confirmed his knowledge of a *possible* claim from the contractor in his deposition. The Board reasoned that the government's statements did not establish that the contractor had "manifested *a present intenti*on to seek extended home office overhead, or that the government knew at the time of final payment that Matcon *was*

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asserting a right to additional compensation." (emphasis in original). The Board acknowledged that the final payment did not include a release of claims—which was required by the contract—but noted that the absence of the release did not overcome the application of the final payment rule.

Contractors should reserve their claims before accepting final payment from the government. In doing so, contractors must be explicit in their intent to assert a claim. If a contractor fails to do so, it may find itself barred from recovering.

By Lee-Ann Brown

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 any 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, and the government will rely on this defense before ever looking at the merits of the claim.

A recent decision issued by the Armed Services Board of Contract Appeals, *Appeal of Alderman Building Company, Inc.*, demonstrates how far the government has tried to stretch the *Severin* doctrine defense. Alderman Building Company was the general contractor, pursuant to a contract with the Navy, on a renovation project at a Marine Corps base. The project suffered from significant government-caused delays. Alderman 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 Alderman 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, Alderman had asserted it was not responsible for the costs Big John's incurred.

Fortunately, the board rejected the Navy's argument, holding that the Navy failed to demonstrate that Alderman 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 Alderman from any obligation to Big John's. Second, the board found "Alderman's unqualified undertaking" in the pass-through agreement to promptly pay any amounts owed to Big John's. The board stated this fact to be the "antithesis" of any release of Alderman'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 carefully avoid language in a pass-through agreement that would suggest that the prime contractor has no liability for the subcontractor's claim.

By Amy Garber

Ambiguity is Not Your Friend

Initiating a project without a robust contract to protect your interests can be fraught with peril, as the Louisiana Second Circuit Court of Appeals recently reminded us. In *Redstone v. Sipes*, the appellate court rendered an opinion that should serve as a reminder to contractors to carefully and thoroughly draft their contracts prior to commencing new projects.

In *Redstone*, the court interpreted an ambiguous contract to find that the contractor had breached its agreement with the owner and was liable for the owner's repair costs. The project involved a small office renovation, and the contract consisted of a one-page, handwritten, itemized invoice that merely listed the components of the work. One of the project components read "plumber (bath) labor." Due to "widespread substandard work," the owner terminated the contract while the contractor was on vacation. The owner hired another contractor to repair and finish the project, which

included building out the bathroom. The owner filed suit to recover his repair and finishing costs.

The contractor alleged wrongful termination and argued that the bathroom renovation was not part of the original contract and that he thus had no liability for that portion of the work. The trial court found that the contract was ambiguous as to the bathroom scope and ruled in the owner's favor, awarding him $28,000 for project completion costs. The contractor appealed.

The Louisiana appeals court affirmed the trial court's award, agreeing that the contract was ambiguous and ruling in the owner's favor. The court reasoned that because "there was no explanation or description of what the project entailed, including any allocation of expenses relative to the bathroom renovation" the contract could be interpreted to include the bathroom scope. The court explained that "[w]hen the parties' intent cannot be adequately discerned from the contract itself, the court may then consider evidence as to the facts and circumstances surrounding the parties at the time the contract was made." The owner testified at trial that there was an oral modification to the contract to encompass the bathroom renovation. The trial court found this testimony persuasive and the Second Circuit affirmed.

The court also found that the contractor's allegation of wrongful termination was without merit. The contract provided no guidance in this regard, and testimony showed that the work was faulty and far from completion, leaving the owner without any "other real option than to seek other competent workers to remedy and complete the project."

The Louisiana appeals court's decision should serve as a warning to contractors when entering into a new project. This case may have turned out differently if the contractor had taken the time to execute a detailed contract with clear terms. If the time and energy had been spent at the beginning to alleviate any ambiguity, the court would have had no choice but to rely upon the parties' contractual terms. The contractor should not only have spelled out the scope of the work with specificity, but any and all changes to scope should have been set forth in writing.

Further, parties should explicitly set forth provisions for termination. While some states have found a common law duty to provide notice of deficient work and an opportunity to cure prior to termination, many states will only find such an obligation when it is set forth in the contract. In this case, if the contractor had taken the time to include such terms, the owner would not have been able to terminate and hire repair contractors without first providing him notice and an opportunity to cure the substandard work.

By Katie Blankenship

Subrogating insurance carrier could only assert the rights of its corporate insured and no more against subcontractor

A decision from the Third District Court of Appeals of California affirmed previous California decisions when it addressed whether a subrogating insurance carrier may assert the rights of its corporate insured, specifically, when the insured corporation is a suspended corporation incapable of asserting legal rights itself. The Court addressed and rejected arguments that California Revenue and Taxation Code § 19719(b), which exempts subrogating carriers from the penalties for asserting the rights of a suspended corporation set forth in its own subsection (a), eliminated the prohibition against carriers bringing an action based on the subrogation rights of its suspended insured. Because the Plaintiffs' claims were based solely on their derivative rights of subrogation and their corporate insured was suspended, the court found that the Plaintiffs had no right to bring its suit. This case reaffirms California case law that consistently denies subrogating insurance carriers any rights greater than those of their insureds.

The underlying case in *Travelers* was based on construction defects and was brought by a homeowner's association against defendants Westlake Villas, LLC and Meer Capital Partners, LLC (collectively, "Insured"). Several insurance carriers (collectively, the "Insurers") defended their Insured as additional insureds to their insurance policies. The Insurers then filed suit against several subcontractors (collectively, "Engel"), because of contractual agreements to defend and indemnify between Engel and the Insured. Based on the Insured's suspended status and a 1997 Fourth District Court of Appeals of California decision, *Truck Ins. Exch. v. Superior Court*, the trial court granted Engel's motion for judgment on the pleadings without leave to amend. The Insurers appealed, arguing that since California Revenue and Taxation Code § 19719(b) was enacted after *Truck*, the enactment repealed the *Truck* holding.

Under California Revenue and Taxation Code § 23301, a suspended corporation cannot sue or defend a lawsuit while taxes remain unpaid. The court

in *Truck* allowed the plaintiff carrier to intervene in an action by other carriers because the plaintiff carrier had its own interest in seeking equitable contribution from the other insurers. Thus, the carrier's action was not based on its subrogation rights. *Truck* further held that if the action was based on the subrogation rights of the carrier's insured, the carrier would be prohibited from bringing suit since the carrier could not assume rights that its own insured did not have, namely the right to bring or defend a lawsuit.

The Insurers' action against Engel was based solely on their derivative subrogation rights and not on an independent interest. Therefore, it fell within the *Truck* holding.

The court held that the Insurers were prohibited from bringing an action while the Insured was a suspended corporation. The court found the Insurers' argument based on § 19719(b) unpersuasive, stating that § 19719(b) only exempts carriers from the penalties set forth in subdivision (a) for prosecuting a claim while its corporate insured was suspended. This exemption from statutory penalties does not create a new right for a subrogating carrier to pursue recovery when its insured is barred from doing so.

The *Travelers* decision stands as a reminder to insurance carriers in California – when pursing recovery through subrogation you are limited to the rights of your insured. This is not to say that insurance carriers are left without any avenue for recovery if they find themselves in a situation like *Travelers*. First, carriers can assert their own interests, so long as those interests are not the rights of a subrogee. Second, carriers can insist their insured correct its suspended status, and then proceed with a subrogation action.

By Connor Rose

Importance and Effect of Statutes of Repose on Construction Claims

It has been said that a statute of repose provides defendants with "the certainty of the repose deadline" and "stands as an unyielding barrier to a plaintiff's right of action." A recent decision from the Georgia Court of Appeals provides an important reminder about just how unyielding that barrier can be and how important it is to keep statutes of repose in mind. In *Southern States Chemical, Inc. v. Tampa Tank & Welding, Inc.*, the Court of Appeals held that the statute of repose codified at OCGA § 9-3-51 barred Southern States Chemical, Inc.'s ("Southern States") claims against Tampa Tank & Welding, Inc. ("Tampa Tank"), the contractor hired to refurbish a storage tank, and Tampa Tank's subcontractor, Corrosion Control, Inc. ("CCI"), the designer and tester of the tank's cathodic protection system ("CP system").

In 2000, Southern States contracted with Tampa Tank to renovate a storage tank that previously stored molten sulfur so that the tank could store sulfuric acid. The work was completed in January 2002. CCI did not assist with the installation of the CP system, but was responsible for designing and testing the system. CCI performed a post-installation commissioning inspection of the CP system shortly after the work was completed and prepared a report that indicated the system was working and properly installed. The CCI report also indicated that the system might work for 43 to 45 years, but that Southern States should perform annual inspections of the tank. CCI made no warranty representations to Southern States, and the CCI report was delivered to Tampa Tank, not Southern States.

On July 3, 2011, it was discovered that the tank was leaking from the base. Southern States filed suit in 2012, alleging that the leak was caused by "a defective or otherwise unsuitable cathodic corrosion protection system." Tampa Tank and CCI argued that improper maintenance was the cause of the leak. The trial court initially granted summary judgment in favor of Tampa Tank and CCI, and Southern States appealed. The Court of Appeals of Georgia remanded the case to the trial court for a determination whether Tampa Tank and CCI were precluded from arguing that the statute of repose barred Southern States' claims because of alleged fraudulent concealment of defects in the renovation, installation, and testing of the tank by Tampa Tank and CCI.

In July 2015, the trial court again granted Tampa Tank's and CCI's motion for summary judgment. Southern States appealed again, but the trial court's judgment was affirmed.

Southern States then petitioned the Supreme Court of Georgia for a writ of certiorari, which was denied. However, Southern States also filed a fifth amended complaint in which Southern States raised claims for breach of contract under an express warranty and breach of contract, and sought recovery of its attorney and litigation costs. Tampa Tank and CCI filed dispositive motions, which were granted in the trial court's final order. The trial court explained that Southern States' breach of contract claims fell "within the ambit of OCGA

§ 9-3-51(a) under which [Tampa Tank and CCI] ha[d] already successfully asserted a statute of repose defense." The trial court also held that the breach of contract claims were barred under the six-year statute of limitation applicable to written contracts because Southern States did not bring its claims until approximately ten years after substantial completion of the project.

On appeal, Southern States asserted numerous arguments, each of which were rejected by the Court of Appeals. First, Southern States argued that, in addition to the one-year warranty provided by Tampa Tank's proposal letter, it was an intended beneficiary of Tampa Tank's contract with CCI, and certain promises were made in favor of Southern Stated by virtue of CCI's post-installation compliance report. The Court of Appeals disagreed and found that the only actionable warranty from which Southern States could seek relief was the one-year express warranty from Tampa Tank. The Court determined that neither Tampa Tank's purchase order to CCI nor a letter from CCI to Tampa Tank included "any promises to or from Southern [States] regarding CCI's services. Southern [States] was not a signatory on the … purchase order and was not invoiced by CCI for payment related to CCI's services." Moreover, Southern States did not cite any case law supporting the position that "payments made by a contractor to a subcontractor for services can be co-opted by a third-party beneficiary as consideration." Consequently, Southern States' only potential relief was found in the one-year warranty provided by Tampa Tank.

Second, Southern States argued that the statute of repose did not bar its claims against Tampa Tank. In considering the argument, the court summarily refused to reconsider Southern States' first argument that the application of the statute of repose would be unconstitutional because "contractual obligations that extend beyond the period of repose should effectively waive the protections of the statute of repose, and to rule otherwise would impair the fundamental liberty of landowners to protect themselves by contract."

Alternatively, Southern States argued that the trial court did not correctly apply the statute of repose to its contract and express warranty claims. Southern States contended that the renovation of the storage tank was not an improvement to realty. The Court disagreed with Southern States' position and relied on the Georgia Supreme Court's decision in *Mullis v. Southern Co. Svcs.* as the basis for disagreeing. In *Mullis*, the Court enumerated "commonsense factors" to consider when determining what constitutes an improvement of real property. These factors include whether the improvement is permanent in nature and adds value to the realty for the purposes for which it was intended to be used or whether the parties intended the improvement in question to remain personalty. Applying these factors to the case at hand, the court found that the conversion of the tank to store sulfuric acid was a significant undertaking that "materially enhanced the value of the realty." As a result, Tampa Tank and CCI's work to convert the tank was an improvement to realty within the meaning of OCGA § 9-3-51(a) and the trial court did not err in granting summary judgment.

In the second alternative, Southern States also argued that the statute of repose was inapplicable because its claims were not rooted in negligence or construction deficiency and were instead based on a breach of an express promise. The court determined that Southern States argument was a distinction without a difference and that the language of "the statute makes no distinction between claims sounding in negligence and those sounding in contract." Instead, "the statute broadly precludes any action to recover damages brought outside the eight-year period of repose." Because the tank was substantially completed in January of 2002 and Southern States did not initiate its lawsuit against Tampa Tank and CCI until January 2012, the claims were time-barred.

Contracting parties should be mindful of a couple of important lessons learned from this case. First, from a practical standpoint, there may seldom be any better tool to avoid costly damages (and expensive lawsuits) than a strong preventive maintenance program that identifies problems sooner rather than later. While the specific facts are not well-illuminated in the court's opinions, perhaps more routine inspections of the tank would have identified the leak sooner. Second, contracting parties should be mindful of the applicable statute of repose. In many cases, as in this one, the statute of repose may begin to run well before the statute of limitations does, and while a statute of limitations may be tolled, a statute of repose may not be. While this may seem harsh, the statute of repose seeks to provide some level of certainty to parties that may be liable in any given situation. As such, all parties to a transaction should be mindful of the difficulty of identifying problems and potential claims that may arise out of a contract and should plan accordingly to take reasonable steps to mitigate against the risk a claim may be barred by the passing of time.

By Alex Thrasher

Safety Moments for the Construction Industry

We use our hands for virtually every task we do at work. Keeping our hands and fingers out of harm's way is critical. A serious injury to an individual's hands or fingers results in a huge negative impact on their ability to work and overall quality of life. While gloves are the most common form of PPE found in the workplace, hand injuries are still the second leading type of injury on the job.

To protect this important physical asset:

- Use tools to remove your hands from the line of fire when doing a work task that could result in injury to your hands or fingers. Using tools such as push sticks when using a table saw is an example that removes your hands from the line of fire.
- Never put your hand in an area where you cannot see it.
- Always wear the proper gloves for whatever work task you are doing. Understand the limitations of your gloves and what work tasks they are appropriate for.
- Never work on an energized piece of equipment. Lock and tag out the equipment to ensure there will not be unintentional start up while you are working on the equipment.

Coronavirus/COVID-19

Like most everyone, you likely face a great deal of uncertainty now at home and at work as result of the COVID-19 global pandemic. 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

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.

Axel Bolvig, David Taylor, David Owen, Doug Patin, Mabry Rogers, Eric Frechtel, Ian Faria, David Pugh, Jim Collura, Jim Archibald, Jared Caplan, Jon Paul Hoelscher, Monica Wilson Dozier, Mike Koplan, Ralph Germany, Bob Symon, Ryan Beaver, Wally Sears, and

Bill Purdy have been recognized by *Best Lawyers in America* in the area of Construction Law for 2020.

David Taylor, Doug Patin, and **Mabry Rogers** were recognized by *Best Lawyers in America* for Arbitration in 2020.

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.

Axel Bolvig, David Owen, Mabry Rogers, Fred Humbracht, Ian Faria, David Pugh, Jim Archibald, Michael Bentley, Bob Symon, and **Russell Morgan** were also recognized by *Best Lawyers in America* for Litigation - Construction for 2020.

In *Best Lawyers in America* for 2020, **David Taylor** was named Lawyer of the Year in Construction for Nashville, TN, **Mabry Rogers** was named Lawyer of the Year in Construction for Birmingham, AL, and **Ralph Germany** was named Lawyer of the Year in Construction for Jackson, MS.

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** 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.

Mabry Rogers was recently named as a "Thought Leader" in *Who's Who Legal* for 2019. **Jim Archibald, Ian Faria, Doug Patin, David Pugh, Bill Purdy, Mabry Rogers and Bob Symon** were also recently listed in the *Who's Who Legal: Construction 2019* legal referral guide. **Mabry Rogers** has been listed in *Who's Who* for 21 consecutive years.

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.

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.

Brian Rowlson was recently re-certified by the Florida Bar as a specialist in the field of Construction Law.

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.

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

Chris Selman serves on the Board and **Carly Miller** and **Aman Kahlon** are currently serving as Members of the Young Professionals of the Alabama Chapter of the Associated Builders & Contractors.

Abba Harris recently participated in the 2019 class of Future Leaders in Construction with the Alabama Chapter of the Associated Builders & Contractors.

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.

An article authored by **David Taylor** entitled "Is It Time to Get Rid of Retainage" was published in the March 2020 *Construction Executive Today*.

On March 11, 2020, **Sarah Osbourne** and **Aron Beezley** presented a webinar entitled "REAs and Claims – What's the Difference?" to government contractors from a variety of industries.

Alex Thrasher authored an article entitled "Legal Benefits and Pitfalls of Contractor Quality Control Programs" published in Construction Executive on March 3, 2020.

David Taylor published an article in the February 2020 Nashville Bar Journal called "Top 10 Horrible No Good Mistakes that Lawyers Make in Mediations."

Amy Garber was featured in an interview on the DC Bar "Let's Brief It" Podcast about Government Contracts and Construction Law on February 7, 2020.

On December 5, 2019, **David Taylor** spoke on "Innovative Ways to Recover Legal Fees in Construction Disputes" in New York at the Construction Lawyers Society of America's Mid-Winter Symposium.

David Taylor published an article in the December 2019 *Construction Executive Today* titled "To Arbitrate or Not, That is the Question."

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