BRADLEY ARANT BOULT CUMMINGS LLP **Fourth Quarter 2014**

CONSTRUCTION AND PROCUREMENT LAW NEWS

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

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Subcontractor Working on a Federal Project in Tennessee Protected by Tennessee Prompt Pay Act

The operation and applicability of prompt pay acts in various states is something that contractors ignore to their detriment. A recent Tennessee case drives home the importance of understanding the applicability of any prompt pay act to a particular project and the scope of a contractor's responsibilities thereunder.

In *Eagle Supply and Manufacturing Co. v. Bechtel Jacobs Co., LLC.*, a contractor sought dismissal of a subcontractor's breach of contract claim for nonpayment by alleging that (1) the Tennessee Prompt Pay Act (the "Act") did not apply to a subcontract on a federal project, and (2) even if the Act applied, the terms of the subcontract barred relief. Disagreeing with the contractor, the U.S. District Court found that the Act did apply to subcontracts entered into between private parties on a federal project and that waiver of the Act's requirements was forbidden by the express language of the Act.

The dispute at issue in *Eagle Supply* arose out of a subcontract entered into by a contractor and subcontractor for performance of decontamination and demolition work on a federal project. Once the subcontractor's work began, the subcontractor alleged that the scope of work to be performed had been grossly underreported by the contractor, causing the subcontractor to incur increased costs to complete its work. After the completion of the subcontract work, the subcontractor claimed that the contractor improperly withheld some payments as retainage that should have been returned per the requirements of the Act. The contractor denied any wrongdoing and refused to release any retained funds.

The court in *Eagle Supply* found that the Act applied to "all private contracts and all construction contracts within the State of Tennessee." Because the subcontract was for work performed on a federal project, the contractor argued that the subcontract should be treated as a federal contract rather than a

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private contract and, thus, the Act would not apply. The court disagreed, noting that the subcontract did not identify the federal government as a party to the subcontract. Instead, the language in the contract explicitly stated that the agreement was between two private parties: "This Subcontract embodies the entire agreement between the Contractor and Subcontractor." Without some indication of an agreement between the subcontractor and the federal government, the court refused to treat the subcontract as a federal contract.

The court also rejected the contractor's second argument that the subcontractor had waived its right to assert the Act as grounds for payment under the terms of its subcontract. The court noted that language in the Act provided that compliance with the Act could not be waived by contract or agreement between two parties. Since the protections of the Act could not be waived by agreement, the contractor's argument could not prevail.

When negotiating subcontracts on federal projects, subcontractors and contractors should be aware of the varying state and federal statutory obligations to which they may be subject. Federal law may not always govern subcontracts on federal projects. Subcontractors and contractors should attempt to understand how state law variances from federal law can impact the allocation of cost and risk under a subcontract. A party that assumes either federal law or state law applies to a subcontract without a proper understanding of the applicability of those laws risks unanticipated impacts.

By Aman Kahlon

California Expands The Duty of Professional Consultants

Professional consultants and sub-consultants provide essential services to a Project during its planning, design, construction, and acceptance. In some jurisdictions, they enjoy protections from liability for "economic losses" if they are not in a contract with the person or entity claiming damages for the consultant's negligence. On the other hand, consultants are often held accountable for negligence where personal injury or property damages result from the negligence.

Two recent cases in California confirm wider liability for sub-consultants to condominium owners or homeowners in a housing development. A Superior Court in San Francisco ruled in *Flaherty vs. Dolan* that Treadwell & Rollo, Inc., a geotechnical engineer (under contract with a developer of a multi-unit housing development), had potential liability to the homeowners for damages to the homes arising from subsurface conditions. The Court based its decision on (1) the amount of money paid to the geotech for its design and construction advisory services, (2) the contractual undertaking (in a memo) by the geotech which included observation of the installation of the geotechnical elements of the project "to check they are constructed in accordance with the intent of our recommendations"; and (3) the geotech's participation (at the developer's request) in the published materials about the homes in the development.

The springboard for this case was a California Supreme Court decision two weeks earlier in *Beacon Residential Community Associate v. Skidmore, Owings & Merrill LLP* involving a suit by a condominium association against the designers, developers, and others regarding alleged water infiltration, inadequate fire separations, structural cracks, and other safety hazards, involving some or all of the 595 units. The plaintiffs alleged that "solar heat gain" made the units uninhabitable for periods of time, resulting from the specification of substandard windows and inadequate ventilation of the units. The Court held that the two architectural firms involved owed a duty of care to future homeowners, in the firms' design of a residential building where the architect is a principal architect, not subordinate to other design professionals. This was so, the Court concluded, even though the designers did not build the project, nor did they exercise ultimate control over the construction. The critical facts for the Court were the payment of more than $5 million for their services, and, the active role they played during construction, coordinating "efforts of the design and construction teams," conducting "weekly site visits and inspections," recommending "design revisions as needed," and monitoring "compliance with design plans."

The case serves as both an instruction to attorneys of the role of the reduced importance of the concept of "privity of contract" in construction cases and a reminder to industry professionals that condominium projects provide a high degree of risk to every party in the design, construction, and ownership chain. The primary goal of all participants is, or should be, to avoid placing defective homes on the market or to avoid being

sold a defective home. The recognition of a duty to homeowners and others—who of course are unknown at the time of design and for at least parts of the construction—likely fosters that common goal.

By Mabry Rogers

Virginia Public Contractors Beware: Fourth Circuit Upholds Cap On Contractor Recovery For Changed Work

Recently, in *Carnell Constr. Corp. v. Danville Redevelopment & Housing Auth.*, the federal appellate court covering West Virginia, Virginia and the Carolinas upheld a trial court's determination that a Virginia statute places a cap on the amount that a public works contractor can recover for any changed work, unless the state government previously approved, in writing, the changed work. Any contractors performing (or considering performing) on a Virginia public contract must beware of the *Carnell* case in this regard and the potentially inequitable results of this decision.

The dispute arose out of a construction contract between Carnell Construction Corporation ("Carnell") and the Danville, Virginia Redevelopment Housing Authority (the "Housing Authority"). Project delays occurred soon after the $793,541 contract was awarded, with each party attributing fault for the delays to the other. Eventually, the Housing Authority advised Carnell that it would not extend the original completion date of June 2009. In addition, the Housing Authority ordered Carnell to demobilize from the project site by the original completion date, regardless of whether the work had been completed. In response, Carnell demobilized from the site more than two weeks before the June 2009 completion date, and requested reimbursement for several instances of unpaid work. The Housing Authority rejected Carnell's request for reimbursement and declared Carnell in default under its performance bond.

Thereafter, Carnell filed a lawsuit against the Housing Authority in a federal court in Virginia, seeking, among other remedies, damages for unpaid change order work. A jury awarded Carnell $515,000 on Carnell's claim for extra work. However, the trial court judge subsequently reduced the damages award to no more than 25% of the original contract value (i.e., to $142,557.57) relying upon Virginia Code Section 2.2-4309. This statute provides:

> A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Governor or his designee, in the case of state agencies, or the governing body, in the case of political subdivisions.

The trial court determined that Virginia Code Section 2.2-4309 mandates a cap on the amount that a contractor can recover for any changed work, unless the state government previously approved the modification in writing.

Carnell appealed the trial court's ruling arguing, among other things, that Virginia Code Section 2.2-4309 unconstitutionally repeals Virginia common law and, additionally, that it only acts as a recovery cap in instances where a contractor has increased the contract price excessively. After considering Carnell's arguments, the federal appellate court affirmed the district court's application of Virginia Code Section 2.2-4309 in reducing Carnell's damages on its claims for unpaid work.

As noted, the Carnell decision (and the potentially inequitable results that may flow from it) should be on the radar of every contractor that performs Virginia public contracts. Contractors should also be aware that other states have implemented similar caps on changes to work on public projects.

By Aron Beezley

The Demise of the Economic Loss Rule in Construction Defect Litigation

The Massachusetts Supreme Court recently held in *Wyman v. Ayer Properties, LLC,* that the "economic loss rule is not applicable to the damage caused to the common areas of a condominium building as a result of the builder's negligence." The Wyman decision is similar to the Florida Supreme Court's decision last year in *Tiara Condominium Association v. Marsh & McLennan Companies*, that the economic loss rule did not preclude a condominium association from asserting a negligence claim against a contractor for defective work.

The economic loss rule has its genesis in product liability actions in which a purchaser of goods or products sought damages under negligence or other tort theories for purely "economic" harms such as costs of repair and lost profits. In most jurisdictions, the application of the economic loss rule generally affects the remedy available to a plaintiff by limiting recovery for purely economic loss to the remedies provided by, and perhaps limited by, the contract between the parties. In short, a plaintiff cannot use a negligence or other tort theory to circumvent the limitation of remedies provisions in a contract. As the economic loss rule is applied in the construction context, if a contractor/ developer has a contract with a purchaser, and the purchaser claims damage as a result of the defective work of the contractor, then the purchaser's sole remedy against the contractor is generally a breach of contract claim (and depends entirely on the terms of the contract); the economic loss rule precludes the owner from also asserting a negligence claim against the contractor.

In *Wyman*, the defendant contractor/developer converted a 150-year old four-story mill building into five commercial units and 22 luxury condominiums. Shortly after construction was complete, and title to the common areas of the development had been transferred to the condominium board of trustees, the board discovered damage to window frames, exterior masonry, and the roof of the building. The board of trustees filed suit against the contractor alleging negligent design and construction of the common areas of the building.

Ayer asserted the economic loss rule as a defense to the negligence claim. In rejecting Ayer's argument, the Massachusetts Supreme Court considered the historical development of the economic loss rule and determined that the "nature of condominium ownership supports our conclusion that claims such as those raised here do not fit into the rubric of claims intended." Specifically, the Court noted the problem with applying the economic loss rule in the condominium context is that the entity who brought suit did not have a contractual relationship with the contractor under which it could recover contractual damages, such as repair and replacement. As is typical with condominium development, each of the unit owners – not the board of trustees - had a contract with the contractor/developer because they had purchased their units from the contractor/developer. The Court found that the purposes of the Massachusetts Condominium Act would be frustrated if each unit owner had to file a separate lawsuit against the contractor/developer.

The court also noted that the damages sought by the board of trustees were not the type of "intangible or unknown damages" that the economic loss rule sought to preclude. Rather, the damages sought by the board of trustees were "finite and tangible." In fact, "an "eleven-day trial had established Ayer's fault, the harm suffered . . . and the exact amount of the damages."

The *Wyman* decision is another ruling in a growing line of cases where courts have limited application of the economic loss rule and have held that a contractor can be liable in tort for defective work.

By Heather Wright

No Damages for Delay Exceptions: Active Interference?

While a contractor generally has a right to a time extension and damages stemming from a delay caused by the owner, the owner (or general contractor if the harmed party is a subcontractor) may be able to assert several defenses. One of those defenses is based on a clause that is included in many construction contracts, generally referred to as a "no-damages-for-delay" clause. These clauses provide that a contractor's (or subcontractor's) sole remedy for delay, regardless of the cause, is additional time, and that no additional compensation will be paid for delay.

In most states, no-damages-for-delay provisions are generally enforceable as long as they are clear and unambiguous. Courts, however, have recognized a few exceptions. While these exceptions vary from state to state, the North Dakota Supreme Court recently issued its decision in *C&C Plumbing & Heating, LLP v. Williams County* articulating one of the broadly recognized exceptions to a no-damage-for-delay provision, the so-called 'active interference' exception.

C&C Plumbing served as one of several prime contractors in the construction of a new law enforcement center by the Williams County Board of County Commissioners ("County") in Williston, ND. Parsons Commercial Technology Group, Inc. ("Parsons"), the County's construction manager, awarded contracts for the work to C&C Plumbing &

Heating, LLP ("C&C"), American General Contractors, Inc. ("AGC"), and others. After construction on the project began, many delays occurred; substantial completion was not accomplished until approximately seven months after the milestone schedule date for substantial completion.

C&C and AGC brought a lawsuit against the County asserting claims for additional costs incurred as a result of the delays. The district court held that the no-damages-for-delay clause in the contract barred the delay damages for the first four months of delays. These delays occurred due to adverse weather conditions, the discovery of a large boulder in the proposed elevator pit, and the failure of the excavation contractor to perform its work on time. However, the district court found that the balance of delay was caused by the County, through its agent, Parsons, who "actively interfered" with the contractors. Therefore, the Court allowed C&C and AGC the Contractors to recover their damages associated with the latter delay despite the no damage for delay provision.

AGC appealed to the North Dakota Supreme Court, which upheld the district court's decision. The court recognized that "[a]ctive interference is a well-recognized exception to the enforceability of [a] no damages for delay clause." The court explained that it is not necessary to show bad faith to rely on the active interference exception; instead, the contractor only has to prove that there was an affirmative, willful act that unreasonably interfered with performance of the contract. The Court cautioned that the contractor needed to prove more than a simple mistake, error in judgment, lack of total effort, or lack of complete diligence by the owner or its agents. In this case, the court relied on the district court's findings that when Parsons directed AGC's steel erector to erect the steel "outside-in" instead of in a conventional "inside-out" fashion, Parsons effectively usurped AGC's exclusive authority to perform its steel erection work in accordance with its own means and methods and that such actions constituted active interference.

While no-damage-for-delay provisions are generally enforceable and should be negotiated carefully, this case serves as a reminder that the inclusion of the clause itself may not completely extinguish a contractor's ability to recover its damages. Active interference remains a viable exception in most states, especially when the interference goes to a contractor's means and methods.

By Bridget Broadbeck Parkes

South Carolina's Supreme Court clarifies the requirements for a proper Notice of Furnishing under South Carolina's mechanics lien laws

In the recent decision of *Ferguson Fire and Fabrication, Inc. v. Preferred Fire Protection, L.L.C.*, the Supreme Court of South Carolina held that a Notice of Furnishing was valid as long as it provided the owner of the property with written notice of (1) the labor and/or materials the laborer furnished for the improvement of the property, and (2) the value or amount of such labor and/or material. Aside from these two requirements, nothing more is required for a valid Notice of Furnishing in order to comply with South Carolina's mechanics lien.

If a laborer is employed by a person other than the owner, such as a general contractor or a subcontractor, then the laborer is required to serve the owner with a written Notice of Furnishing before a mechanic's lien can attach to the owner's property. S.C. Code Ann. § 29-5-40 governs the requirements and limitations of a Notice of Furnishing and states in relevant part:

> Whenever work is done or material is furnished for the improvement of real estate upon the employment of a contractor or some other person than the owner and such laborer or materialman shall in writing notify the owner of the furnishing of such labor or material and the amount or value thereof, the lien given by § 29-5-20 shall attach upon the real estate improved as against the owner for the amount of the work done or material furnished. But in no event shall the [total] amount of liens set up [under this statute] exceed the amount due by the owner on the contract price of the improvement made.

In *Ferguson Fire*, the Supreme Court of South Carolina reversed and remanded the decision of the Court of Appeals because it had added requirements to § 29-5-40 that are not in the text of the statute itself. Specifically, the Court of Appeals incorrectly held that: (1) a Notice of Furnishing could not be delivered to an owner until after a materialman delivers all materials to

the worksite, and (2) a Notice of Furnishing must include a demand for payment of a specific amount.

After analyzing the plain language of § 29-5-40 and considering its relationship to other South Carolina mechanic's lien provisions, the Supreme Court of South Carolina determined that the Court of Appeals had confused the more simplistic requirements of a Notice of Furnishing under § 29-5-40 with the more stringent requirements of a Notice of Mechanic's Lien under § 29-5-90. The Court explained how prior case law had held that a Notice of Furnishing could be submitted to the owner at any time because the text of § 29-5-40 does not specify a particular time within which the Notice must be submitted. However, the Court emphasized that a mechanic's lien pursuant to S.C. Code Ann. § 29-5-20 would be limited to the amount of the unpaid balance (on the contract between the owner and contractor) at the time the owner received the Notice of Furnishing. The Court further held that the text of the statute required the laborer to state the "amount or value thereof" of its labor or material, but it did not require a specific demand for payment like the Court of Appeals had.

This case is a reminder that all jurisdictions have peculiarities in their lien statutes. It is essential, usually before a project begins, to check the fundamentals of the lien statute in the jurisdiction. Some states require, as a condition for a full lien, that the subcontractor or supplier provide notice BEFORE it begins work that it is about to begin work on the owner's property. An ounce of prevention may be worth a pound of cure.

By Jasmine Kelly

Bradley Arant Lawyer Activities

Bill Purdy was recently named the Mississippi 2014 Lawyer of the Year by the Mississippi Business Journal.

Jim Archibald, Axel Bolvig, Rick Humbracht, Russ Morgan, David Pugh, and **Mabry Rogers** were recognized by *Best Lawyers in America* in the category of Litigation - Construction for 2014. **Axel Bolvig**, **Ralph Germany**, **David Owen**, **Doug Patin**, **David Pugh**, **Bill Purdy**, **Mabry Rogers, Wally Sears, Bob Symon**, and **David Taylor** were recognized by *Best Lawyers in America* in the area of Construction Law for 2014. **Mabry Rogers** and **David Taylor** were recognized by *Best Lawyers in America* in the area of Arbitration and Mediation for 2014. **Keith Covington** and **John Hargrove** were recognized in the area of Employment Law – Management. **Frederic Smith** was recognized in the area of Corporate Law.

Jim Archibald, Ryan Beaver, Ralph Germany, Bill Purdy, Mabry Rogers, Wally Sears, Bob Symon, David Taylor, and **Darrell Tucker** were named *Super Lawyers* in the area of Construction Litigation. **Arlan Lewis** and **Doug Patin** were similarly recognized in the area of Construction/Surety. **Frederic Smith** was recognized in the area of Securities & Corporate. In addition, **Monica Wilson** and **Tom Lynch** were listed as "Rising Stars" in Construction Litigation and **Aron Beezley** was listed as a "Rising Star" in Government Contracts.

Jim Archibald, **Axel Bolvig**, **Keith Covington**, **Arlan Lewis**, **Doug Patin**, **David Pugh**, **Bill Purdy**, **Mabry Rogers**, **Wally Sears**, **Bob Symon**, and **David Taylor** were recently rated AV Preeminent attorneys in Martindale-Hubbell.

Bill Purdy and **David Taylor** were recently recognized as *2014 Mid-South Super Lawyers* in the area of Construction Litigation. **Alex Purvis** was also selected as a *2014 Mid-South Rising Star* in the area of Insurance Coverage. The Mid-South region includes Arkansas, Mississippi and Tennessee.

Doug Patin, **Bill Purdy**, and **Mabry Rogers** were recently selected by *Who's Who Legal: Construction 2015*.

Monica Wilson authored an article entitled "The Legal Maze of Solar Globalisation" in the October 2014 issue of PV-Tech Power, an international solar power publication. The article addresses the challenges of developing projects in new jurisdictions as the utility-scale solar industry expands its geographical footprint worldwide.

Ryan Beaver recently presented to the American Society of Civil Engineers in Uptown Charlotte on the topic of risk management and claims avoidance for engineers.

Monica Wilson authored an article entitled "Smooth Operator" in the June 2014 issue of Solar Business Focus, an international solar power publication. The

article addresses practical and legal issues surrounding long-term operation and maintenance of utility-scale solar power plants.

Mabry Rogers was recently recognized as a 2014 BTI Client Service All-Star.

Brian Rowlson was appointed 2014 Secretary of ABC Carolinas' Education Committee in Charlotte.

On November 7, **Ralph Germany** spoke at a seminar for the Tennessee Association of Construction Counsel.

Bryan Thomas and **David Taylor** presented a seminar on claims avoidance on December 5 for a client's executive team in Nashville.

Michael Knapp was recently asked to serve as an adjunct faculty member for University of Alabama at Birmingham to teach Construction Liability and Contracts in their Engineering Department's graduate level Construction Management program.

Monica Wilson co-authored a manuscript entitled "Risk Mitigation through Negotiation and Project Management: Challenges and Opportunities in Utility-Scale Solar Power," which Monica presented for publication at the 2014 Power-Gen Middle East conference in Abu Dhabi, United Arab Emirates. The manuscript details risk assessment methods and challenges throughout development, construction, and operation of utility-scale solar power plants.

Doug Patin and **Eric Frechtel** spoke at the 2014 ABA Construction SuperConference in Las Vegas, Nevada on December 2, 2014, about the *Metcalf* Decision from the Federal Circuit regarding the implied covenant of good faith and fair dealing in government contracts.

Jim Archibald spoke as part of a panel discussion on "Resolving the Dispute without Ruining the Project: Managing Mid-Project Disputes" at the same Construction SuperConference in Las Vegas on December 3, 2014.

Brian Rowlson became board certified as a specialist in Florida construction law by the Florida Bar.

Keith Covington attended the Associated Builders and Contractors Attorneys Conference, which was held November 13-14, in Miami, Florida.

Monica Wilson was appointed 2014 co-chair of ABC Carolinas' Excellence in Construction Committee for a second term. Monica also serves on ABC Carolinas' Charlotte Council.

David Taylor published an article in the October edition of *Student Housing Magazine* entitled "Using Arbitration for Disputes."

Bridgett Broadbeck Parkes and **Bryan Thomas** presented a seminar to the ABC's Emerging Leaders group in BABC's Nashville office on November 11.

David Taylor is coordinating and will speak at a CLE seminar in January in Nashville sponsored by the Tennessee Bar Association's Construction Law committee.

Monica Wilson recently presented at ABC Carolinas' November 2014 Excellence in Construction banquet in Uptown Charlotte, where general and specialty contractors throughout North and South Carolina were awarded for exceptional projects as judged by members of the construction industry. Monica is the co-chair of ABC Carolinas' Excellence in Construction Committee and also serves on ABC Carolinas Charlotte Council.

Brian Rowlson recently presented on the topic of "Managing Risk on a Construction Project" at the Hispanic Contractors' Association of the Carolinas member luncheon in July.

Luke Martin recently presented on the topic of "Comparing Commercial and Government Claims" to a client's government contracts group in Birmingham.

David Taylor was named to the 2014 AGC of Middle Tennessee Legal Advisory Council.

Brian Rowlson was recently named co-chair of the newly formed Ethics and Legislative Affairs Committee of the North Carolina Bar's Construction Law Section.

Keith Covington presented a seminar entitled "Avoiding Violence in the Workplace" to the DeKalb County Human Resources Professionals Group in Ft. Payne, Alabama on October 7.

Brian Rowlson was recently named vice chair of the Associated Builders and Contractors of the Carolinas (Charlotte Division) Education Committee for 2015.

On September 30 **Slates Veazey** spoke at a Lorman Education Seminar on the topics of "Insurance Coverage on Construction Defect Cases" and "Case Law Update."

Axel Bolvig, **Stanley Bynum**, **Keith Covington**, and **Arlan Lewis** were recently recognized by *Birmingham's Legal Leaders* as "Top Rated Lawyers." This list, a partnership between Martindale-Hubbell® and ALM, recognizes attorneys based on their AV-Preeminent® Ratings.

David Taylor and **Bryan Thomas** spoke at the National Meeting of the Construction Specification's Institute held in Nashville on "The Nuclear Option: Terminating a Contractor for Cause."

Heather Wright recently attended the Insurance Risk Management Institute's Construction Risk Conference and participated in the Building a Firm Foundation program with risk managers, insurance brokers, and underwriters all involved in the construction industry.

Jim Archibald spoke on December 5, 2014 at the Construction Law Summit sponsored by the Construction Law Section of the Alabama State Bar, in Montgomery, Alabama. Mr. Archibald, who is currently the Vice President of the Construction Law Section, discussed "Grounds for Challenging Unfavorable Arbitration Awards."

Chambers annually ranks lawyers in bands from 1-6, with 1 being best, in specific areas of law, based on in-depth client interviews. **Bill Purdy** and **Mabry Rogers** are in Band One in Litigation: Construction. **Doug Patin** was ranked in Band Two and **Bob Symon** in Band Three, both in the area of Construction.

On December 4 **Eric Frechtel** served as a panelist on a presentation sponsored by the Board of Contract Appeals Bar Association (BCABA) entitled "The Duty of Good Faith and Fair Dealing - Litigants' Perspective on Recent Federal Circuit Jurisprudence from *Precision Pine* to *Metcalf* and Beyond." Eric was a key element in the victory obtained by the contractor in *Metcalf*.

David Pugh recently spoke at a seminar on the topic of "Prompt Pay" hosted by the University of Alabama Facilities Department for architects, contractors and subcontractors working on University of Alabama projects.

On December 11, **Keith Covington** spoke on Recent Developments at the National Labor Relations Board at a seminar held at the Firm's Birmingham office.

David Pugh spoke at and moderated several panels at the "Alabama Facilities Directors and Constructors Conference" held in Montgomery, Alabama on September 24-25, 2014

BABC recently welcomed three new associates to its Construction and Government Contracts practice groups - **Amy Garber** (Washington, D.C.), **Jasmine Kelly** (Charlotte), and **Bridget Broadbeck Parkes** (Nashville).

U.S. News recently released its "Best Law Firms" rankings for 2014. **BABC's Construction and Procurement Practice Group** received a Tier One National ranking, the highest awarded, in both Construction Law and Construction Litigation. The Birmingham, Nashville, Jackson, and Washington, D.C. offices received similar recognition in the metropolitan rankings.

For more information on any of these activities or speaking engagements, please contact Terri Lawson at 521-8210.

NOTES

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The lawyers at Bradley Arant Boult Cummings LLP, including those who practice in the construction and procurement fields of law, monitor the law and regulations and note new developments as part of their practice. This newsletter is part of their attempt to inform their readers about significant current events, recent developments in the law and their implications. *Receipt of this newsletter is not intended to, and does not, create an attorney-client, or any other, relationship, duty or obligation.*

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