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Bradley Arant Boult Cummings LLP

Fourth Quarter 2021

CONSTRUCTION AND PROCUREMENT LAW NEWS

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

We mourn the recent passing of our partner and friend, Luke Martin, who passed away on October 4, 2021, after a lengthy and courageous battle with cancer. Despite enduring multiple surgeries and rounds of chemotherapy, Luke never lost his sense of humor and his ability to inspire those around him in the service of our clients. Luke was born in Valparaiso, Indiana, and he grew up working on his family's farm raising hogs and growing corn, soybeans and wheat. No stranger to hard work from his upbringing, Luke achieved high honors at the University of Indiana before excelling at the University of Virginia School of Law. Luke joined Bradley in 2006, and quickly became a clear star of the Construction Practice Group. Among many other representations, Luke successfully arbitrated multimillion-dollar cases arising out of a radar facility construction project in Taiwan and a liquified natural gas pipeline in Mexico. While in the midst of his intense battle with cancer, Luke served a lead role on a $250 million international arbitration in South America. He simultaneously led a team of Bradley lawyers in a multi-year international dispute for another Fortune 50 client. Luke was an exceptional writer and brilliant advocate to his clients. But, it was his humility, kindness, and abiding faith that made him an inspiration to all who knew him. He patiently and thoughtfully mentored many younger lawyers in the Construction Practice Group, and his impact on their development will carry on for many years.

Luke overcame every obstacle placed before him with a grace and quiet determination inspired by his deep faith. Above all else, Luke was an amazing husband to the love of his life, Kristina, and father to their three wonderful children. Joy, Ethan, and Ellie exhibit Luke's best qualities, as they are kind, humble, loving and bright. Aside from his many accolades and his reputation as a rising star in construction law, Luke's greatest achievement and legacy is his family.

We have lost our dear friend much too soon, but his example will live on in our collective memory.

North Carolina Muddies the Water on the Economic Loss Doctrine

A pair of recent rulings involving the economic loss doctrine from North Carolina serve as a timely reminder to carefully consider the extent of contractual remedies in negotiation of construction agreements – lest a later breach of contract remedy prove insufficient, and further recovery barred by the economic loss doctrine. In some states, the doctrine bars recovery of purely economic loss (delay damages, for example) where there is a contractual relationship in the chain of alleged wrong-doers. The rule is murky at best, but can be a surprise to you and your lawyers.

In December 2020, the North Carolina Supreme Court released its decision in *Crescent University City Venture, LLC v. Trussway Manufacturing, Inc.*, 376 N.C. 54 (2020), clarifying the application of North Carolina's economic loss rule in the commercial construction context. The decision

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emphasizes the need for owners negotiating commercial construction contracts to expressly allocate all risk of possible loss in the contractual documents – even losses related to subcontractor performance.

The *Crescent* case involved a series of lawsuits by an owner/real estate developer, Crescent University City Venture LLC ("Crescent"), against its general contractor, AP Atlantic, Inc. ("AP Atlantic") and its parent company, related to wooden truss failures in a series of student apartments. AP Atlantic was hired to construct the apartment buildings, subcontracting with Madison Construction Group, Inc. ("Madison") for framing work. Madison then executed a purchase order with Trussway Manufacturing, Inc. ("Trussway") to fabricate and supply the wooden trusses at issue.

Following student occupation of the apartments and in particular a party in which a large number of people congregated in an upstairs apartment unit, the lower unit's ceiling began to crack and sag. Crescent hired an engineering firm, which advised that the Trussway floor trusses were defective and that the defects were systemic and pervasive throughout all apartment buildings.

Litigation ensued, and Crescent (in addition to filing a breach of contract action against AP Atlantic) eventually filed a negligence action against Trussway—alleging that Trussway was negligent in manufacturing and fabricating the trusses. Trussway moved for summary judgment, arguing that North Carolina's economic loss rule barred Crescent's claim because Crescent failed to prove breach of any duty other than Trussway's contractual obligations to Madison. The North Carolina Business Court agreed and granted summary judgment in favor of Trussway.

The North Carolina Supreme Court affirmed the decision of the Business Court, and clarified that the correct inquiry for determination of whether the economic loss rule applies is whether the "subject matter of a contract has, in its operation or mere existence, caused injury to itself or failed to perform as bargained for"—thereby resulting in damage. The Supreme Court found the economic loss rule applicable, even though Crescent had no contractual relationship with Trussway (and therefore the only path of recovery against Trussway was through a negligence claim). The Supreme Court noted that Crescent had fully negotiated its risk relating to truss failures via its contract with AP Atlantic.

In so doing, the Supreme Court clarified prior holdings regarding the economic loss doctrine in North Carolina, noting that 1) the application of the economic loss rule does not hinge on the existence of contract between the plaintiff and the defendant and 2) public policy considerations may exist in the residential homeowner market that necessitate different results.

Following the Crescent opinion, a separate opinion issued from the Eastern District of North Carolina further qualified and narrowed the application of the economic loss doctrine. In *New Dunn Hotel, LLC v. K2M Design, Inc.*, the court allowed an economic loss claim brought against an architectural firm by an owner of a commercial construction project to survive, holding that it was not barred by the existence of a contractual remedy. The *New Dunn Hotel* case involved a design dispute between an owner of a hotel building (New Dunn Hotel, LLC), its operator/lessee (510 Spring Branch, LLC), and the architectural firm contracted with the operator/lessee. The architectural firm failed to comply with its contractual duties, causing significant losses to both owner New Dunn and operator 510, who together sued the architectural firm. The Eastern District Court found that owner New Dunn's negligence claims against the architectural firm were not barred by the economic loss rule, because New Dunn and the architectural firm lacked a contract and "never allocated risk of loss by contract." The Eastern District Court stressed the limitations of the Crescent opinion, narrowing it to apply only where the "injury complained of concerns solely the subject matter of a valid contract between the developer and the general contractor."

These recent North Carolina opinions highlight the importance of careful negotiation of risk and remedies in construction agreements between owners and contractors. For owners, it is especially critical to understand the extent of potential contractual remedies in the event of a design or construction defect – including consideration of warranty provisions and insurance coverage. For contractors, it is critical to ensure appropriately negotiated limitations of liability and consequential damages waivers in every agreement. As North Carolina courts have recently demonstrated, in many states, it is far from a sure bet – and in fact an extremely risky bet – to depend or allege tort recovery for economic losses.

By: Avery Simmons

Attacks on Contract's Validity are Likely Insufficient to Overcome the Binding Effect of the Contract's Arbitration Provision

A recent opinion from the Court of Appeals of Georgia illustrates that contracts entered into with an unlicensed

contractor, which are often unenforceable by an unlicensed contractor under many states' laws, likely will not defeat the Federal Arbitration Act's (FAA) deference to arbitration as the forum for determining whether a contract is valid and enforceable.

In *Jhun v. Imagine Castle, LLC*, the Jhuns hired defendant Imagine Castle to perform remodeling work at their home. The contract between the parties contained a broad arbitration agreement governed by the FAA that applied to any claim or dispute between them and specified that "[a]ny questions regarding the interpretation of this arbitration provision or about the arbitrability of a dispute . . . shall be decided by the arbitrator." Although Imagine Castle represented that it was properly licensed when the contract was executed, the Jhuns later learned that it was not. The Jhuns also discovered that Imagine Castle's work on the project was incomplete and deficient in several ways and they refused to make further payments. Imagine Castle stopped work and the Jhuns hired another contractor to complete the project.

The Jhuns filed suit against Imagine Castle and its two principals in Georgia state court. The defendants moved to compel arbitration and stay the proceedings, and the trial court granted the motions. The Georgia Court of Appeals affirmed the lower court's order and stayed the trial court proceedings against the other parties who were not signatories to the contract.

On appeal, the Jhuns argued that the arbitration agreement was unenforceable because Imagine Castle was not properly licensed and, under O.C.G.A. § 43-41-17(b), as a matter of public policy, contracts between an unlicensed contractor and an owner are unenforceable in law or equity by the unlicensed contractor.

The appellate court found this argument unavailing and relied, in part, on the U.S. Supreme Court's holding in *Buckeye Check Cashing v. Cardegna*. In *Buckeye*, the Supreme Court rejected the argument that "enforcement of an otherwise valid arbitration agreement contained within an unenforceable contract[] could turn on an individual state's law or public policy." While true that this "rule permits a court to enforce an arbitration agreement in a contract that the arbitrator later finds to be void," "it is equally true that [the Jhuns'] approach permits a court to deny effect to an arbitration provision in a contract that the court later finds to be perfectly enforceable."

Moreover, the *Jhun* Court explained that under the FAA, when '"there is a specific challenge attacking the validity of an arbitration agreement, the court and not the arbitrator should decide whether the arbitration provision is enforceable.' However, 'a challenge to the validity of the contract as a whole, and not specifically to the arbitration clause, must go to the arbitrator."'

The Court determined that the Jhuns failed to "raise any challenge that is specific to the arbitration provision in the contract" and that "their challenge to the arbitration agreement [wa]s part and parcel of their argument that the entire contract [wa]s unenforceable due to the defendants' unlicensed status." Thus, the Court affirmed the trial court's order compelling arbitration. The Court also affirmed the order staying proceedings against the other defendants because the claims against all the defendants were "intimately related" and "[t]he power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket. . . ."

Parties to a contract should carefully read the dispute resolution provisions prior to executing any contract to ensure they are aware of how disputes will ultimately be resolved. When an agreement to arbitrate is knowingly and voluntarily made (which will be assumed as a fact by courts), most jurisdictions will defer to the parties' agreement, and overcoming the provision will require a meritorious attack on the validity of the arbitration provision, not simply the contract as a whole. In all cases, parties are well-advised to consult with counsel to fully understand the scope of the arbitration provision and the impact arbitration may have on resolution of a future dispute.

By: Alex Thrasher

Retainage – Pay Attention, Mistakes Can be Very Costly

Legislation about retainage has become common place as many states have adopted different limitations, requirements, and schemes. A recent case in Tennessee is a good reminder that you must pay attention to all of the relevant state's requirements. Failure to do so can be costly.

In *Snake Steel, Inc. v. Holladay Construction Group, LLC*, the Tennessee Supreme Court recently addressed Tennesse's retainage requirements. While the case discusses a number of finer legal points on when and how to assert claims under Tennessee's Prompt Pay Act, the biggest take away is that the Tennessee Supreme Court has now enforced a $300 per day penalty against a general contractor who failed to handle a subcontractor's retainage properly. In short, the Tennessee Prompt Pay Act requires that retainage for the improvement of real property be deposited into a separate interest-bearing escrow account at the time it is withheld. "As of the time of the deposit of the retained funds, the funds shall become the sole and separate

property of the prime contractor or remote contractor to whom they are owed." Compliance may not be waived by contract. The failure to create and fund the retainage escrow account properly subjects the holder to a $300 per day liability and constitutes a misdemeanor, subject to a fine of $3,000 a day.

The retainage at issue in *Snake Steel* was $18,270.58. Upon the filing of the subcontractor's complaint, the general contractor paid the $18,270.58 in full to the subcontractor. Thus, the court did not focus on the retainage that was still due under the subcontract, because it was paid. Instead, the court focused on the general contractor's liability/penalty for its failure to create and deposit the subcontract's retainage at the time it was withheld. The result, after remand, will ultimately be a $100,000+ payment from the general contractor to the subcontractor. The Tennessee Supreme Court's opinion is instructive and a good reminder to all those dealing with retainage that the failure to know the law is not an excuse: "[The general contractor] notes that, in this case, neither party knew the law required retainage to be placed in an escrow account. It characterizes the $300 per day penalty as 'draconian.' [The general contractor] argues the holding of the Court of Appeals on this issue, allowing [the subcontractor] to recover at least $109,500 in penalties no matter how long it waits to file suit, would represent a 'huge windfall' to Snake Steel since the entire retainage was only $18,270.58. Perhaps. Those policy decisions, however, are within the purview of the legislature. Our job is to apply the statutes as they are written."

Before withholding retainage, carefully check the state's requirements. The *Snake Steel* case provides a good example of just how costly it can be if a withholding party fails to comply with the requirements in Tennessee (and, potentially, in other states).

By: Bryan Thomas

Board Rules Contractor Entitled to Additional Costs After Government Unreasonably Refuses to Accept Equivalent Substitute

In *Appeal of Carothers Constr., Inc.*, the Armed Services Board of Contract Appeals (the "Board") rejected the Government's reliance on strict compliance with the material specifications for a 2 1/2″ thick roof deck product when the contractor proved the substitute 2″ thick roof deck was equivalent. While generally, the owner is entitled to strict compliance with its plans and specifications, this rule does not apply when the contractor is permitted to submit a functionally equivalent substitute for a proprietary item that is specified in the contract documents.

On December 15, 2015, the United States Air Force issued a solicitation for the phased replacement of elementary/middle school at an air force base. The solicitation included FAR 52.236-5, the Material and Workmanship clause. As part of the phased construction of the school, the contract included a 2 1/2″ thick acoustical roof deck for the roof system over the gymnasium and performance area of the school. From its investigation, Carothers Construction, Inc. ("Carothers") found that only one manufacturer, Epic Metals made a roof deck that was 2 1/2″, which was the Toris A roof deck product. Carothers's investigation also showed that the 2″ Versa-Deck product was equal to the Toris/Epic Metal product. Accordingly, Carothers bid the subject contract with the expectation it would use the Versa-Deck roof system. The Government awarded the contract to Carothers.

During the course of the project, Carothers submitted an RFI ("Request for Information") seeking approval of the 2″ Versa-Deck as a suitable alternative to the 2 1/2″ Toris A (Epic Metals Corporation). The Government rejected the proposed alternative. Despite the fact that the contractor showed that the 2″ Versa-Deck met or exceeded the span/load and noise reduction requirements in the contract and was therefore an acceptable substitution for the specified roof system product, the Government would not budge on its insistence on the 2 1/2″ roof deck. The contractor then provided the proprietary deck and submitted a certified claim seeking its additional costs. The Government denied the claim for additional compensation, which the contractor appealed to the Board contending that the 2 1/2″ roof deck specification was proprietary and under the Material and Workmanship clause, the contractor was permitted to submit the 2″ Versa-Deck product as a functional equivalent. The Government argued that it should be entitled to strict compliance and it would only consider the 2″ Versa-Deck as a variation to the contract specifications.

The Board rejected the Government's insistence on the 2 1/2″ roof deck and held that the contractor was entitled to substitute the 2" deck pursuant to pursuant to FAR 52.236-5, the Material and Workmanship clause. A contractor is permitted to furnish a functionally equivalent item when it can show: (1) the specifications are proprietary; (2) the contractor submitted a substitute product along with sufficient information for the contracting officer to make an evaluation of the substitute; and (3) the proposed substitute meets the standard of quality represented by the specifications.

In this case, the contractor was able to prove the 2 1/2″ roof deck was proprietary because it found only one vendor that manufactured such a roof deck, and the government was unable to rebut this finding by showing that it could be obtained from more than one source. The Board explained the contractor had a right to propose an equal substitute because the inclusion of the FAR 52.236- 5, Material and Workmanship clause qualifies the general rule that the Government is entitled to strict compliance with every technical requirement of the contract. The contractor was also required to prove that the Contracting Officer's refusal to consider the equivalency of the proposed substitute was an "unreasonable exercise of judgment." The Board found that Carothers provided sufficient documentation to the Contracting Officer, including technical findings of a third-party structural engineer retained to evaluate the equivalency of the proposed alternative showing that the 2″ deck was equal in quality and performance to the roof deck specified in the contract. However, the record reflected that the Government never evaluated the side-by-side comparisons of the 2″ deck and 2 1/2″ roof deck submitted by the contractor, and seemingly ignored the third-party engineer's equivalency determination. Accordingly, the Board held that the Government's insistence on the 2 1/2″ roof deck was an unreasonable exercise of judgment given all of the documentation evidencing that the 2″ deck was equal in quality.

Although the Government can generally demand strict compliance with the contractual specifications, this case explains that if a contract includes FAR 52.236-5, the Material and Workmanship clause, then the contractor is permitted to propose an equal substitute. However, contractors should bear in mind that it is their burden to prove equivalency of the proposed alternative to the Government.

By: Sabah K. Petrov

Miller Act Suit Stayed until CDA Remedies Exhausted

A federal district court in Washington recently rejected a subcontractor's motion for reconsideration of a previously granted motion to stay in a Miller Act lawsuit (the Miller Act governs prime contractor bond requirements on federal projects and sets forth remedies against the bond for subcontractors, vendors, and suppliers on such projects). In *United States of America, for the use and benefit of Ballard Marine Construction, LLC, v. Nova Group Inc., et al.*, the prime contractor, Nova Group, moved to stay Ballard Marine's Miller Act lawsuit until Ballard Marine and Nova Group exhausted the Contract Disputes Act (CDA) resolution process.

The parties' subcontract required Ballard Marine to await resolution of the CDA process and a determination by the government of the amount to which Ballard Marine and Nova Group may be entitled before pursuing Nova Group or its sureties separately. The district court granted Nova Group's motion, and Ballard Marine moved for reconsideration and clarification as to whether the stay extended through the contracting officer's final decision or through the exhaustion of the CDA appeals process.

Ballard Marine argued that the latter view of the stay was unfair because the appeals process could take years to fully resolve, and it was more appropriate to extend the stay only until the Navy's contracting officer issued its final decision on Ballard Marine's claim. Nova Group countered by arguing that the order granting the motion to stay was already clear that the stay extended through the CDA appeals process.

Further, Nova Group argued that until the CDA appeals process was exhausted, no determination could be made as to the amount due under the subcontract. Nova Group persuasively argued that the Miller Act was not intended to "bypass the [CDA] process under which monetary entitlement is quantified." According to Nova Group, the government's determination of entitlement was a prerequisite to Ballard Marine's pursuit of any claims related to the government's actions or inactions. Nova Group also offered evidence that it had been pursuing Ballard Marine's claim diligently and disputed the assertion that the CDA appeals process would take many years to resolve. The district court agreed with Nova Group and denied the motion for reconsideration.

Contractors and subcontractors should be cognizant of the dispute requirements in their subcontracts. Subcontracts on many projects often contain clauses incorporating prime contract requirements or provisions requiring adherence to and exhaustion of the the contractual claims process prior to pursuit of a prime contractor on pass-through claims. These provisions should feature prominently in internal company assessments about recovery options/exposure and potential litigation timelines.

By: Doug Patin, Aron Beezley & Aman Kahlon

Safety Moment for the Construction Industry

According to OSHA, falls are the most common accident and the leading cause of death or serios injury on construction sites. Lack of adequate fall protection is the number one violation of OSHA standards. Fall protection, including guardrails, safety nets, warning signs, barricades,

and covers, help reduce falls. Additionally, cleaning up spills or messes as soon as they occur help reduce slips that lead to falls. Finally, care should be given to keeping the workspace clean and clear of clutter to reduce the changes of tripping incidents.

Coronavirus/COVID-19

Our firm has endeavored to compile a number of helpful resources to assist our clients to navigate the uncertainties of COVID-19, 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 would like to get the blogs routinely, we invite you to subscribe to the blog at the above web address.

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

Bradley's Construction and Procurement Practice Group received the distinction of "Law Firm of the Year" in the area of Construction Law in the 2022 edition of *U.S. News Best Lawyers*. Only one firm per legal practice receives this designation per year, and this is Bradley's third time to receive this distinction (2018 and 2020). Bradley has held a national Tier 1 ranking in Construction Law since the list's inception and also earned Tier 1 metropolitan rankings in Construction Law in Birmingham, Charlotte, Houston, Jackson, Nashville, and Washington, D.C. Overall, the firm earned four national Tier 1 rankings and 156 metropolitan Tier 1 rankings across all 10 of its offices. This is a tremendous honor and we are indebted to our clients for the opportunity to serve their needs.

Bradley's Construction Practice was ranked No. 4 in the nation by *Construction Executive* for 2021.

Chambers USA ranked Bradley as one of the top firms in the nation for construction for 2021. The firm's Washington D.C., Mississippi, Alabama, Texas 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. **Mabry Rogers, Jim Archibald, Doug Patin, Bob Symon, Ralph Germany, Bill Purdy, Ryan Beaver, Ian Faria,** and **Jon Paul Hoelscher** are ranked in Construction. **Aron Beezley** is ranked in the area of Government Contracts.

In *Best Lawyers in America* for 2022, **David Pugh** was named Lawyer of the Year in Construction for Birmingham, AL.

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, Avery Simmons, David Bashford, Bryan Thomas, 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 2022.

Axel Bolvig, David Owen, Mabry Rogers, Ian Faria, David Pugh, Jim Archibald, Michael Bentley, Bob Symon, David Bashford, Ryan Beaver, Doug Patin, Jon Paul Hoelscher and **Russell Morgan** were also recognized by *Best Lawyers in America* for Litigation - Construction for 2022.

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.

Andrew Bell, **Kyle Doiron**, **Amy Garber**, **Matt Lilly**, **Abba Harris**, **Carly Miller**, and **Chris Selman** have been recognized as *Best Lawyers: Ones to Watch* in the areas of Construction Law and Construction Litigation for 2022.

Jim Archibald, Bill Purdy, Mabry Rogers, Wally Sears, Bob Symon, Ryan Beaver, Ian Faria, Jon Paul

Hoelscher, 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. **Philip Morgan** was named Texas *Super Lawyers* "Rising Stars" in Civil Litigation. **Aron Beezley** was named *Super Lawyers* "Rising Star" in the area of Government Contracts. **Abba Harris, Kyle Doiron**, **Bryan Thomas**, **Carly Miller,** and **Chris Selman** were listed as "Rising Stars" in Construction Litigation. **Sarah Osborne** was named *Super Lawyers* "Rising Stars" for Civil Litigation. **Matt Lilly** was named North Carolina *Super Lawyers* "Rising Stars" in Construction Litigation. **Bill Purdy** was ranked as Top 50 in Mississippi *Super Lawyers*.

David Owen was recently accepted as a Fellow in the American College of Construction Lawyers. Other Fellows include **Jim Archibald**, **Bill Purdy**, **Mabry Rogers**, **Wally Sears**, and **Bob Symon**.

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.

On November 16-18, 2021, Bradley sponsored the Southeast Renewable Energy Summit in Charlotte. **Monica Wilson Dozier** moderated two panels: "North Carolina: Regulatory Reforms and Reliability Concerns Drive Solar and Storage Development" and "Corporate and Private Offtaker Perspectives on Commitments to Sustainability."

On November 15, 2021, Bradley sponsored E4 Carolinas' Energy Technology Series webinar featuring 8 Rivers Capital, creator of NET Power and its Allam-Fetvedt Cycle technology for carbon capture, addressing 8 Rivers' work developing carbon-free large scale power generation globally.

David Taylor spoke on November 12, 2021 at the Tennessee Association of Construction Counsel's winter conference on Private Arbitration Agreements.

On November 4, 2021, Bradley sponsored ABC Carolinas' Excellence in Construction Gala in Charlotte. **Michael Knapp**, **Monica Wilson Dozier**, **Anna-Bryce Hobson** and **Maria Carisetti** attended the gala, with Bradley serving as presenting sponsor for the Specialty Project of the Year.

Aron Beezley and **Sarah Osborne** were the featured speakers at a Bid Protest Lunch & Learn webinar on September 29, 2021.

Monica Wilson Dozier served as a panelist on September 28, 2021 for E4 Carolinas' Managing Renewable Generation Project Risk webinar.

On September 7, 2021, **Aron Beezley** served as a panelist on a webinar about "Protests and Disputes 101" hosted by the Defense Acquisition University.

In August, **Monica Wilson Dozier** and **Andrew Tuggle** published "How solar installers can protect themselves from ongoing bans on internationally sourced components" in *Solar Power World*.

Cris Farrar and **Monica Wilson Dozier** presented "Allocating Risks in Solar Power EPC Contracts – Texas Style!" in partnership with the Texas Solar Power Association on July 14, 2021 via webinar.

On July 12, 2021, **Bradley** sponsored E4 Carolinas' Energy Technology Series webinar featuring electric vehicle manufacturer ARRIVAL's game-changing technologies and new North American headquarters located in Charlotte.

Monica Wilson Dozier served as a panelist on June 15, 2021, for the *Charlotte Business Journal's* Future of Energy webinar, featuring energy industry leaders' viewpoints on the U.S.' mid-century timetable to eliminate greenhouse gas emissions from the energy sector. *Charlotte Business Journal* featured the panelists and provided a summary of the webinar in its June edition.

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.

Monica Wilson Dozier was selected to The Mecklenburg Times' list of the "50 Most Influential Women" for 2020, whose honorees represent the most influential women in business, government, law, education and not-for-profit fields in the Charlotte region. The annual list is selected by a panel of independent business leaders and is based on professional accomplishment and community involvement.

Abba Harris recently served as the President of the Greater Birmingham Chapter of the National Association of Women in Construction (NAWIC). Abba was also recently awarded the first-ever Jo-Ann Golden Humanitarian Award from the Southeast Region of NAWIC.

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We are in the process of developing new seminar topics and would like to get input from you. What seminar topics would you be interested in?

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