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Fourth Quarter 2017

CONSTRUCTION AND PROCUREMENT LAW NEWS

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

Subcontractor's Challenge to Arbitration of Miller Act Claims Fails

In 1999, Congress amended the Miller Act to ensure subcontractors don't unwittingly sign away their right to their "day in court," but according to at least one federal court, a day in front of an arbitration panel will suffice.

In the recent case of *U.S. v. International Fidelity Insurance Company* out of the Federal trial court for the Southern District of Alabama, subcontractor Bay South sued general contractor Stephens for failure to pay all amounts owing under contracts to perform work on two federal construction projects. In addition to its claims for breach of contract and violation of the Alabama Prompt Pay Act, Bay South filed suit on the payment bond under the Miller Act. When Stephens sought to compel arbitration of all of Bay South's claims pursuant to the arbitration clause contained in the subcontract, Bay South took an interesting stance: While it did not contest the arbitrability of its other claims, Bay South argued that the Miller Act "rejects arbitration," requiring its suit on the payment bond to be resolved in federal court. The trial court disagreed.

Courts have widely held that the Federal Arbitration Act requires courts to enforce arbitration agreements just as they would any other contractual agreement, even when the claims in the suit are based on federal statutes. The exception to this rule is if Congress has overridden the mandate, which a plaintiff must show either by the plain language of the statute or evidence of congressional intent.

Since 1935, the Miller Act has required construction contractors seeking to perform work for the federal government to supply a payment bond and performance bond before any contract exceeding $100,000 is awarded. Congress amended the Act in 1999 to add a provision that states:

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> "[a] waiver of the right to bring a civil action on a payment bond [is] … void unless the waiver is—
>
> (1) in writing;
>
> (2) signed by the person whose right is waived; and
>
> (3) executed after the person whose right is waived has furnished labor or material for use in the performance of the contract."

40 U.S.C. § 3133(c). Bay South argued that this provision – though hardly new to the Miller Act – forbids arbitration of its Miller Act claim because the agreement to arbitrate constitutes a waiver of Bay South's "right to bring a civil action."

The Court declined to read Section 3133(c) as an unequivocal ban on arbitration, noting that the provision did not mention arbitration specifically. (When considering similar provisions in the past, the United States Supreme Court has found only those statutes that expressly mention arbitration to prohibit arbitration.)

Digging deeper, the Court reviewed the amendment's legislative history to determine if its purpose was – as the subcontractor asserted – "to protect sub-contractors from the greedy government contractors who insert unconscionable boilerplate arbitration clauses into their sub-contracts." Unfortunately for Bay South, the House Committee on Government Reform's report explicitly stated that the amendment would *not* void agreements to arbitrate.

Ultimately, the Court echoed the Supreme Court's conclusion in similar statutory-claim cases that, as long as plaintiffs have a remedy at arbitration, the statute's purpose has been met. For contractors working on government projects, this means that, unless you specifically exclude them from the scope of the arbitration clause, payment bond issues are arbitrable.

By Abba Harris

Partial Releases Can Sink Miller Act Claim

In *United States for the Use and Benefit of Chasney and Co., Inc. v. Hartford Acc. & Indem. Co.*, the U.S. Federal District Court for the District of Maryland held that partial releases waived a subcontractor's right to recover damages under the Miller Act.

During the construction of an Army Reserve Center in Baltimore for the U.S. Army Corps of Engineers (the "Corps"), the prime contractor, James W. Ancel, Inc. ("JWA"), and its HVAC and plumbing subcontractor, Chasney and Company, Inc. ("Chasney"), encountered numerous design defects and other issues attributable to the Corps that caused extended delays and additional costs. JWA submitted numerous claims to the Corps, including Chasney's delay claim. After the claims ripened into proceedings before the Armed Services Board of Contract Appeals, JWA and the Corps reached a settlement and the Corps made a substantial payment to JWA. However, JWA refused to pass through to Chasney any amounts that had been paid by the Corps. JWA maintained that the Corps had determined that Chasney's claims had no merit, and further, that the "lump sum" settlement between JWA and the Corps included no money for Chasney. Chasney then filed suit against JWA's surety (the "Surety") under the payment bond that had been issued for the project pursuant to the Miller Act.

In response to the lawsuit, the Surety asserted that Chasney's recovery was limited by certain "Subcontractor's Partial Release, Waiver of Lien and Affidavit" ("Partial Release") documents that Chasney had signed during the project. The Partial Releases stated that Chasney "waived and released all … liens … and claims and demands against [JWA] and/or its sureties … in any manner arising out of [Chasney's] work, labor, services, equipment or materials … pursuant or furnished … in connection with the project, through the period covered by the current payment and all previous payments." The documents expressly carved out "extra work which ha[d] been authorized in writing by [JWA], but for which the payment ha[d] not been made." They also included a space for Chasney to list exceptions; but nothing was written in these spaces on any of the documents. Further, the documents included a representation that Chasney was "aware of no claims nor any circumstances that could give rise to any future claims[.]" The Partial Releases

extended through claims arising on or before October 31, 2013.

Based on the Partial Releases, the Surety filed a summary judgment motion seeking to deny any recovery by Chasney for work performed or delays encountered through October 31, 2013. As an initial matter, the Court determined that the surety was entitled to assert defenses based on the Partial Releases. The Court recognized: "[I]n general, the surety's liability on the payment bond is 'defined by the liability of the underlying contract' …. In other words: with narrow exceptions not applicable here, the surety on a Miller Act payment bond is liable only to the extent that the general contractor would be liable – and the surety may avail itself of most contract defenses, including the doctrines of release and waiver."

Next, the Court considered, and rejected, Chasney's arguments that the Partial Releases were invalid and inapplicable. The Court determined that Chasney's release of its claims was made voluntarily and knowingly, that the unambiguous language of the releases evidenced a "meeting of the minds," and that because the subcontract agreement expressly authorized the Partial Releases, no additional consideration was necessary to support them. The Court also rejected Chasney's arguments that the releases did not apply to Chasney's delay claim. Accordingly, the Court granted the Surety's motion, rejecting any recovery for claims arising on or before October 31, 2013. The Court explained: "In summary, the Court's analysis begins and ends – as it must – with the unambiguous language of the Partial Releases. By signing each release, Chasney waived all claims relating to work performed through the covered period: no reasonable factfinder could conclude otherwise."

The lesson of this decision is clear: Subcontractors should be wary of signing broad releases; prime contractors should solicit broad releases to mitigate their risk; and, when faced with a payment bond claim by a subcontractor, prime contractors and their sureties should carefully review subcontractor releases for potential defenses.

By Eric Frechtel

Highlights to the 2017 Revisions to the AIA Standard Form Subcontract / AIA A401

As discussed in prior articles in this newsletter and on Bradley's BuildSmart Blog, the American Association of Architects (AIA) recently revised many of their form agreements, including prime contract agreements, professional services agreements, and the subcontract agreement. This article highlights some of the substantive changes to the AIA A401 standard form of agreement between contractor and subcontractor ("AIA A401" or "Standard Form Subcontract"), between the 2007 and 2017 editions.

The Standard Form Subcontract adds a new section regarding professional services provided by the subcontractor. The new section makes clear that the subcontractor is not required to perform any work or activities that may be considered the practice of architecture or engineering unless specified by the subcontract documents and unless the subcontractor is licensed to provide such services. Where professional services, such as architecture or engineering, are required, the contractor must provide all performance or design criteria, and the subcontractor is entitled to "reply upon" such information or criteria provided by the contractor. The contractor, however, is entitled to "rely upon" all drawings, calculations, specifications, certifications, and other submittals prepared by the subcontractor.

The roles of the contractor and subcontractor representative on the project have been clarified and further defined. Significantly, such representatives have the authority to bind the contractor or subcontractor, as the case may be, with respect to all project matters requiring approval. Thus, contractors and subcontractors should choose their respective representatives wisely because they will be bound by their decisions.

If the subcontractor is entitled to terminate for default or non-payment or the subcontractor is terminated for the owner's convenience, AIA A401 makes clear that the subcontractor may recover overhead and profit "on work not executed." Contractors should pay careful attention to this clause and make sure they receive reciprocal damages from the owner, or modify this language

to match their prime contract. Otherwise, there could be gaps in the damages recoverable for a termination, and the contractor could be left holding the bag.

The revised AIA A401 requires the contractor to "render decisions in a timely manner and in accordance with the Contractor's construction schedule." This is a noteworthy change because this new language implies that the subcontractor may have a basis for a change order or a claim if the contractor fails to timely notify the subcontractor about significant decisions affecting the project.

The contractor now must "promptly" notify the subcontractor of any fault or defect in the work or nonconformity with the subcontract documents. If the contractor fails to "promptly notify" the subcontractor of a fault, defect, or nonconformity, the subcontractor may have a basis for asserting a claim or change order.

Where the subcontract balance is insufficient to cover the contractor's costs to remedy defects in the subcontractor's work, the contractor now has the specific right to require the subcontractor to pay the additional costs incurred by the contractor to remedy the subcontractor's work.

When the subcontractor submits shop drawings, project data, and other submittals, the subcontractor represents to the contractor that it has (i) reviewed and approved all such shop drawings, product data, and other submittals, (ii) verified field measurements and field construction criteria, and (iii) checked and coordinated the information contained within all shop drawings, product data, and other submittals. As a result of this new language, the subcontractor will be completely responsible or "own" any errors or inaccuracies in its submittals.

The subcontractor must either issue all material, equipment, or other special warranties in the name of the owner or such material, equipment, or warranties must be transferrable to the owner. This new provision is flow-down language as the contractor has a similar obligation to the owner under the AIA A201 prime contract.

To the extent of payment by contractor, the subcontractor is required to indemnify the contractor and owner from all loses or damages arising out of any lien and bond off any liens filed by the subcontractor or anyone for whom it is responsible. Contractors are required to provide this same protection to the owner under the AIA A201, and this is merely a flow-down of that requirement.

Like the AIA A201 and the other standard form documents, the AIA made several changes to the insurance section. For instance, the subcontractor must provide professional liability insurance coverage where it is required to provide professional services, and the additional insured coverage must be primary and non-contributory to the contractor's insurance. The subcontractor is required to provide notice of cancellation or change in insurance coverage.

Other changes to the Standard Form Subcontract include the following:

- The parties now have a menu of options for choosing the date of commencement of the subcontractor's work and the substantial completion date;
- The requirement that the subcontractor notify the contractor five days in advance before starting work, if there is not a notice to proceed or the contractor has not yet commenced visible work at the site, has been removed;
- The calculation for making payments has been simplified;
- The calculation for making the retainage payment has been expanded and allows for more in-depth retainage calculations;
- The subcontractor is required to furnish a copy of any bonds for the project to anyone who requests and appears to be a potential beneficiary of such a bond;
- A new notice section has been created that describes the methods to provide notice, including electronic notice, and submitting claims.

The list of revisions above does not include all of the revisions made by the AIA to the 2017 version of the Standard Form Subcontract. Instead, this article identifies some of the most significant changes. Before using the 2017 form, the user should carefully compare the 2017 revisions to the 2007 form. The AIA publishes a

helpful comparison of the two documents on its website. If you have any other questions about the recent AIA revisions or drafting a contract for your particular project, please do not hesitate to contact your lawyer.

By Daniel Murdock

The Importance of Strictly Complying with Default Provisions in Your Contract

Vast Construction, LLC v. CTC Contractors, LLC reminds contractors and subcontractors of the importance of strictly complying with the default provisions in the contract before deciding to terminate performance of the work for default. Failure to do so can have serious ramifications. Indeed, before terminating the performance of the work, we recommend that you check with your lawyer, who can advise regarding whether a termination is justified and the steps to take to effectuate a legally supported termination.

CTC Contractors, LLC ("CTC") served as the general contractor for a project in Houston, Texas to construct a HVAC equipment supply store. CTC hired Vast Construction, LLC ("Vast") to serve as the subcontractor to perform the concrete and asphalt paving, sewer, and storm sewer work on the project. The subcontract included a standard default termination clause which required notice of default and a ten (10) day opportunity to cure before either party could terminate performance of the work for the other party's default.

The subcontract was silent regarding who was responsible for obtaining required permits. Initially, Vast obtained the excavation permit, the stormwater line system permit, and the sidewalk impairment permit. Vast applied for but was initially denied a lane closure permit by the City of Houston.

In February 2014, Vast, CTC, and the City were in discussions regarding the denied lane closure permit and the associated traffic management plan. At the same time, Vast submitted its first application for payment to CTC, which included a request for a mobilization payment. Vast was never paid on this first application for payment.

In late February, Vast began removing people from the project. Vast did not send a notice of default to CTC relating to the permits or otherwise at this time. Instead, on March 13, Vast contacted the City and canceled all previously-obtained permits.

On March 23, CTC sent Vast a notice of default, alleging that Vast was in breach of the contract for failing to perform in accordance with the subcontract, delay, and abandonment of the work. In April, CTC sued Vast for the costs incurred as a result of Vast's default.

A jury determined that Vast had breached the contract, and awarded compensatory damages of approximately $90,000, which was the difference between Vast's initial subcontract value and the subcontract value of the contractor hired to replace Vast. Vast appealed the judgment to the Texas appeals court.

At trial, and on appeal, the parties focused much of their arguments on who was responsible for permitting. However, the appeals court determined that it was unnecessary to decide this issue, because, regardless of who was responsible for permitting, Vast had breached the contract by abandoning the work without first following the contract default termination provisions.

This case is an important reminder to the construction industry of the importance of strictly complying with the default provisions of the contract in the event of default. Vast had a number of factual arguments that might have had merit had it followed the contract default process. For example, in its proposal, Vast had excluded costs for obtaining permits, and the subcontract was silent regarding any obligation to obtain permits. Furthermore, Vast was not paid on its first application for payment even though CTC received payment from the owner (albeit after Vast had started to demobilize from the project). However, Vast's abandonment of the contract and failure to follow the default provisions of the contract superseded these arguments. Had Vast conferred with a lawyer and issued notice regarding the permit and payment issues, or had it issued a notice of default and opportunity to cure before terminating the performance of the contract, it's quite possible that its litigation result might have been different.

By Luke Martin

Final Countdown to DFARS Cybersecurity Compliance

Most federal defense contractors are aware that December 31, 2017 is the deadline for them to comply with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. However, many defense contractors (understandably) remain perplexed about not only the details of the requirements, but the basics. This article provides answers to some of the most basic, yet commonly asked, questions regarding the new requirements.

In a nutshell, what is required by December 31, 2017?

The Department of Defense amended the Defense Federal Acquisition Regulation Supplement (DFARS) in 2016 to provide for the safeguarding of Controlled Unclassified Information when transiting through or residing on a contractor's internal network or information system. DFARS Clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, requires contractors to implement NIST SP 800-171 to safeguard "covered defense information" that is stored on or processed in their internal network or information system. Additionally, DFARS Clause 252.204-7012 requires contractors to report, within 72 hours of discovery, any cyber incidents that may have affected "covered contractor information systems." DFARS Clause 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls, states that, by submitting an offer, "the Offeror represents that it will implement the security requirements specified by [NIST SP 800-171] . . . not later than December 31, 2017."

What if my company cannot fully comply by December 31, 2017?

A December 2016 update to NIST SP 800-171 (Revision 1) provides some relief to covered contractors who cannot fully comply with the requirements by December 31, 2017. Revision 1, which provides guidance on the use of System Security Plans (or SSPs) and Plans of Action and Milestones (or POAMs), states in relevant part:

Nonfederal organizations should describe in a system security plan, how the specified security requirements are met or how organizations plan to meet the requirements. The plan describes the system boundary; the operational environment; how the security requirements are implemented; and the relationships with or connections to other systems. Nonfederal organizations should develop plans of action that describe how any unimplemented security requirements will be met and how any planned mitigations will be implemented.

In September 2017, the Director of Defense Pricing/Defense Procurement and Acquisition Policy issued a Memorandum addressing implementation of DFARS Clause 252.204-7012. This Memorandum provides additional guidance on SSPs and POAMs as follows:

To document implementation of the NIST SP 800-171 security requirements by the December 31, 2017, implementation deadline, companies should have a system security plan in place, in addition to any associated plans of action to describe how and when any unimplemented security requirements will be met, how any planned mitigations will be implemented, and how and when they will correct deficiencies and reduce or eliminate vulnerabilities in the systems. Organizations can document the system security plan and plans of action as separate or combined documents in any chosen format.

The Memorandum further states that a "solicitation may require or allow elements of the system security plan which demonstrates/ documents implementation of NIST SP 800-171, to be included with the contractor's technical proposal, and may subsequently be incorporated (usually by reference) as part of the contract[.]" However, the Memorandum reiterates that "DFARS Clause 252.204-7012 requires the contractor that is performing a contract awarded prior to October 1, 2017, to notify the DoD [Chief Information Officer] of any requirements of NIST SP 800-171 that are not implemented at the time of contract award."

Must my subcontractors comply?

Yes. Covered defense contractors must include DFARS Clause 252.204-7012 in subcontracts, or

"similar contractual instruments," for "operationally critical support" or for which performance will involve "covered defense information." Among other things, covered contractors must also require subcontractors to "[p]rovide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD" as required in DFARS Clause 252.204-7012. Moreover, given that most covered prime contractors will be required, either explicitly or implicitly, to certify compliance with the requirements, prime contractors would be wise to require subcontractors to certify their own compliance to the prime contractor.

What are some of the consequences for non-compliance?

Potential consequences for noncompliance with DFARS Clause 252.204-7012 and NIST SP 800-171 include, but are not limited to: losing a contract award; being subjected to a bid protest; being found to have breached an awarded contract; being terminated for default; and/or negative past performance reviews. Potential consequences for falsely certifying compliance may include, but are not limited to: False Claims Act liability; liability under the various false statement statutes; default termination; negative past performance reviews; suspension; and/or debarment.

Wait, I have more questions!

Please contact your lawyer if you have any questions about any of the foregoing requirements or any related issues.

By Aron Beezley

Safety Moments for the Construction Industry

During cold weather, it can have a chilling effect on the senses to see, smell, and feel. It is usually difficult to be productive when you are cold. Therefore, it is important to dress for the weather conditions found on the jobsite. Know the day's forecast, and be prepared to add and subtract clothing as necessary. In winter, try to avoid getting wet by wearing the proper clothing.

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 2018 by the *U.S. News & World Report* in its "Best Law Firms" rankings. Bradley has held a National Tier 1 ranking in Construction Law every year since the rankings began and has also earned Tier 1 metropolitan rankings in Construction Law for its offices in Birmingham, Alabama; Houston, Texas; Jackson, Miss.; Nashville, Tenn.; and Washington, D.C. We are very proud of this honor and even more proud to have the opportunity to advise our clients on projects locally at home, throughout the country, and around the world.

In U.S. News' 2018 "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. The Birmingham, Nashville, Jackson, and Washington, D.C. offices received similar recognition in the metropolitan rankings.

Chambers USA ranks lawyers in specific areas of law based on direct feedback received from clients. **Bill Purdy, Mabry Rogers** and **Ralph Germany** are ranked in *Litigation: Construction*. **Doug Patin, Bob Symon** and **Ian Faria** are ranked in *Construction*. The firm's Washington D.C. office is recognized as a "Leading Firm" for Construction Law.

Jim Archibald, Axel Bolvig, David Owen, David Pugh, Mabry Rogers, Walter Sears, Monica Wilson Dozier, Jim Collura, Ian Faria, Ralph Germany, Bill Purdy, David Taylor, Eric Frechtel, Douglas Patin, and Bob Symon are recognized by *Best Lawyers in America* in the area of Construction Law for 2018.

Jim Archibald, **Axel Bolvig**, **David Pugh** and **Mabry Rogers** were recognized by *Best Lawyers in America* for Litigation - Construction in 2018

Mabry Rogers, Doug Patin and **David Taylor** were also recognized by *Best Lawyers in America* for Arbitration for 2018. **David Taylor** was named 2018 Lawyer of the Year in the area of Mediation. **Keith Covington** and **John Hargrove** were recognized in the area of

Litigation - Labor and Employment. **Frederic Smith** was recognized in the area of Corporate Law.

Jim Archibald, Bill Purdy, Mabry Rogers, Wally Sears, Bob Symon, Ian Faria, Doug Patin and **David Taylor** were named *Super Lawyers* in the area of Construction Litigation. **Aron Beezley** was named *Super Lawyers* "Rising Star" in the area of Government Contracts. **Bryan Thomas, Daniel Murdock, Aman Kahlon, Amy Garber, Tom Lynch, Lisa Markman, and Jackson Hill** were listed as "Rising Stars" in Construction Litigation. **Brian Rowlson** and **Monica Dozier** were named 2017 North Carolina *Super Lawyers* "Rising Stars" in Construction Litigation, and **Matt Lilly** was named a "Rising Star" in Civil Litigation: Defense.

In Texas, **Jon Paul Hoelscher**, **Ryan Kinder**, and **Justin Scott** were named 2017 Texas *Super Lawyers* "Rising Stars."

Jim Archibald, **Axel Bolvig**, **Jim Collura**, **Keith Covington**, **Arlan Lewis**, **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, Ian Faria, Mabry Rogers and **David Taylor**, have been selected as Fellows of the Construction Lawyers Society of America (CLSA).

Aron Beezley was recently named by *Law360* as one of the top 168 attorneys under the age of 40 nationwide.

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.

Arlan Lewis has been appointed to lead the Division Chairs Standing Committee of the American Bar Association Forum on Construction Law. This committee manages the operations of the Forum's 14 substantive divisions.

David Pugh recently completed his term as the President of the Alabama Chapter of the Associated Builders & Contractors for the 2017 calendar year.

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

Arlan Lewis was selected to participate in the Associated Builders & Contractors of Alabama's 2017 *"Future Business Leaders: Advanced Organizational Leadership – The Masters Course."*

Daniel Murdock was selected to participate in the 2018 class of Future Leaders in Construction with the Alabama Chapter of the Associated Builders & Contractors.

David Taylor was recently reappointed to the Executive Committee of the Tennessee Bar Association's Construction Law Committee.

On November 30, 2017, **David Taylor** spoke at a meeting of the Construction Lawyers Society of America in New York on "Retainage."

On November 10, 2017, **David Taylor** was on a Panel at the Tennessee Association of Construction Counsel annual meeting discussing Advice for Young Construction Lawyers.

Bryan Thomas presented two sessions on the "Art of Negotiations" at the Total Solutions Plus Conference in Washington D.C. on November 6, 2017.

Carly Miller and **Bryan Thomas** presented a training session on October 24-25, 2017 in Santo Domingo, Dominican Republic to a client group on various issues regarding Engineering, Procurement, and Construction Contracts.

On October 12, 2017, **Jim Collura** spoke on "Hot Contracting Issues – What You Need to Know about Master Service Agreements and New Contracting Approaches in this Continued Low-Price Environment" at the 7th Annual Oilfield Services Law Conference for the Institute of Energy Law.

On August 17, 2017, **Keith Covington** spoke on "Form I-9 Compliance: HR Best Practices" at the

Northeast Alabama Human Resources and Manufacturing Conference, which was held at Northeast Alabama Community College in Rainsville, Alabama.

David Taylor and **Bryan Thomas** presented an in-house seminar on "The Great Debate: Do You Arbitrate?" in Nashville, TN on August 16-17, 2017.

On August 14, 2017, **Aron Beezley** was named a Vice Chair of the ABA Bid Protest Committee.

In July, **Aron Beezley** was named a *Law360* "Rising Star" in Government Contracts Law.

On June 21, 2017, **Aron Beezley** conducted a webinar titled "Cyber Hot Topics: Recent Developments for Government Contractors."

In April 2017, **Aron Beezley** was elected to join the Fellows of the America Bar Foundation, which is an honorary organization recognizing attorneys, judges, law faculty and legal scholars who have demonstrated outstanding dedication to the welfare of their communities and to the highest principles of the legal profession.

Michael Knapp was recently 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.

Doug Patin, Bill Purdy, Mabry Rogers, David Pugh, Bob Symon, and **Arlan Lewis** were recently listed in the *Who's Who Legal: Construction 2017* legal referral guide. **Mabry Rogers** has been listed in *Who's Who* for 21 consecutive years.

NOTES

An electronic version of this newsletter, and of past editions, is available on our website. The electronic version contains hyperlinks to the case, statute, or administrative provision discussed.

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