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First Quarter 2022

CONSTRUCTION AND PROCUREMENT LAW NEWS

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

What Is the Severin Doctrine, and Why Is it Important?

Generally, the government has immunity from being sued with some exceptions grounded in statute or case law. Having a contract with the federal government is one such exception, and an interrelated exception falls under the *Severin* doctrine. The *Severin* doctrine (based on a case which announced the rule in federal procurement) allows a prime contractor, who has contractual privity with the government, to sue the government for damages incurred by one of its subcontractors due to the fault of the government. A prerequisite to this doctrine is that the prime contractor has already paid the subcontractor its damages or remains liable for such reimbursement in the future. If either prerequisite is met, the prime contractor can attempt to pass through the claims of the subcontractor to the government.

An example of the application of the Severin doctrine is found in *JAAAT Technical Services, LLC,* before the Armed Services Board of Contract Appeals ("ASBCA"). There, the prime contractor had a $15,315,185contract with the government for the design and construction of a facility addition at Fort Gordon, Georgia. A dispute arose, and the prime contractor submitted an equitable adjustment claim in the amount of $3,215,346, which included a pass-through claim of the prime contractor's subcontractor. This claim was denied by the contracting-officer and the prime contractor appealed.

On appeal, the government moved to dismiss, or in the alternative, for summary disposition before trial, on the grounds that the subcontractor's pass-through claim violated the *Severin* doctrine. The ASBCA denied the government's motion for summary judgment holding that the equitable adjustment pass-through claim was not barred under the *Severin* doctrine because the changes clause in the prime contract provided a remedy.

As this case demonstrates, the *Severin* doctrine is an avenue around the government's general immunity allowing the subcontractor's pass-through claims brought by the prime contractor to be paid by the government. It is critical for prime contractors and subcontractors to define, address and preserve subcontractor pass-through claims related to the *Severin* doctrine in their contracts or settlement agreements when the government is the owner. Without doing so, the government may avoid paying legitimate claims that, in turn, prime contractors may be on the hook for, or it may leave subcontractors with a remedy only against the prime's surety.

By: Mason Rollins

Can a Contracting Officer Foreclose a Contractor's Appeal by Withdrawing its Final Decision?

A contracting officer's unfavorable final decision is not the end of the road for a federal contractor's claim for additional time and/or money on a federal project. Rather, a final decision is a mandatory prerequisite to pursuing relief through an appeal at the Boards of Contract Appeals or the

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U.S. Court of Federal Claims, based on the current provisions of the Contract Disputes Act of 1978. But what happens to a contractor's appeal if the contracting officer later rescinds her or his final decision?

This question was among those the Armed Services Board of Contract Appeals ("ASBCA") recently considered in *Mountain Movers/Ainsworth-Benning, LLC*. This case concerned a U.S. Army Corps of Engineers task order to Mountain Movers/Ainsworth-Benning, a joint venture, for repairs to the Fort Peck Dam in Montana. In December 2014, only two months after the award, the contractor was terminated for default for failing to obtain the required bonds. The contractor explained this was because one of the venturing partners was experiencing financial issues. Following some factually disputed communications, the Government withdrew its default termination, and the contractor began work in January 2015.

Several years later, the contractor filed a claim for additional time and money for its work on the project. On August 26, 2019, the contracting officer issued a final decision, finding partial merit to the claim. The contractor timely appealed to the ASBCA on September 3, 2019. On October 29, 2019, the contracting officer issued a new final decision purporting to rescind the prior final decision on suspicion of fraudulent misrepresentations relating to the 2014 termination for default.

In response, the Government moved to dismiss the contractor's appeal, arguing in part that once the contracting officer rescinded the August 26 decision, there was no valid decision or deemed denial upon which the Board could assert jurisdiction. The Board disagreed, finding that once the Board was vested with jurisdiction over a matter – the date upon which a notice of appeal is filed – the "contracting officer cannot divest it of jurisdiction by his or her unilateral action." The Board discussed the jurisdictional issues of fraud at length. In short, the CDA jurisdictional prohibition applies to alleged fraud relating to a *claim*, not to a general belief that there was fraud somewhere in the contract. If fraud in the claim is alleged by the federal government, then that claim is handled by the Justice Department, and it is handled in the federal district courts.

This case underscores the importance of timing in the claims context. The contractor's appeal survived here because the contractor filed its notice of appeal before the contracting officer's attempted withdrawal of its initial final decision. A very different outcome may have occurred had jurisdiction not vested with the Board by the time the initial final decision was withdrawn. This case illustrates the benefit of a prompt decision to appeal (not to await the 90 days allowed for Board appeals or the one year for the Court of Federal Claims), although there are other considerations that may lead to a need for delay before appealing.

By: Erik Coon

Step-by-Step: Failure to Strictly Comply With Dispute Resolution Procedure Can Waive Contractual Right to Arbitrate

Most state and federal courts have expressed a strong preference for parties to resolve their legal disputes via binding arbitration when there is an arbitration clause applicable to the dispute, there are instances where courts will deny such a request – even when the parties have expressly agreed to this particular forum in their construction contract. For example, Florida courts consider the following three factors when considering whether to compel a dispute to arbitration after a party has initiated a lawsuit: (1) the existence of a valid arbitration agreement between the parties; (2) the existence of an arbitrable issue under that agreement; and (3) whether the right to arbitration has been waived by the parties either expressly or by their course of conduct before and/or after the lawsuit is filed. The third factor was front and center in the recent Florida case of *Leder v. Imburgia Construction Services, Inc.*, an opinion which confirms that the contractual right to arbitration is not absolute and can be impliedly waived if the parties fail to closely follow the contractual procedure for invoking this specified dispute resolution forum.

Leder arose from a home renovation project located in Miami-Dade County. The property owners entered into a written construction contract with the general contractor which contained a mandatory arbitration provision. While the case does not specifically identify whether the parties' agreement was a standard industry form contract, the dispute resolution procedure somewhat resembles the arbitral procedure located in AIA forms – *i.e.*, a claim was required to be initiated within 21 days of the event giving rise to the claim and is then first submitted to an initial decision maker for determination, then to mediation, followed by binding arbitration if the prior two dispute resolution steps do not resolve the claim. In this particular contract, the initial decision maker was defined as the Miami Shores Village Building Department Official. The contract further provided that the general contractor was required to continue performing its contractual obligations during the pendency of any dispute/claim, and that the right to arbitrate would be waived if the contractual condition precedents to arbitration were not followed.

During the course of the project, disputes arose between the parties regarding a change order for structural work

submitted by the contractor. The owners refused to execute the proposed change order on both price and necessity grounds, and the contractor subsequently abandoned the project. Neither party submitted a claim to the initial decision maker as mandated by the contract. The property owners later filed suit against the contractor in county court claiming that the contractual arbitration provision had been waived by the parties' course of conduct. The contractor in turn filed a motion to dismiss the complaint asserting that the lawsuit was filed in direct contravention of the contractual arbitration provision, but notably did not separately move to compel the dispute to arbitration. The county court granted the contractor's motion to dismiss the complaint, finding that neither party had properly complied with the specified claims/dispute resolution procedure in the contract. The court's ruling interestingly left the owners with no legal recourse for their claims against the contractor.

The Florida Third District Court of Appeal reversed on appeal, finding that "based on its pre-litigation action and the language in the parties' contract," the contactor's failure to strictly comply with the express dispute resolution procedure resulted in an implied waiver of the contractual arbitration clause. Specifically, the court held that because the disputed change order at issue affected both parties and was related to the construction contract, either side could have initiated the specified dispute resolution procedure by submitting a claim to the initial decision maker and yet failed to do so. Because the parties elected to ignore the strict conditions precedent necessary to invoke the contractual arbitration procedure, that process had been waived by their conduct before the lawsuit was filed.

Leder is just a reminder that parties must timely and closely follow the terms and procedural requirements articulated in their contracts, including, as in this case, the arbitration clause, or risk losing the right to have their disputes heard and resolved in the forum that they selected when the contract was originally negotiated and executed.

By: Brian Rowlson

Right to Payment: Substantial Performance and Satisfaction

A recent opinion from the Court of Appeals of Texas provides clarification regarding a contractor's right to payment where the adequacy of the work performed is challenged and an owner attempts to rely on a satisfaction clause to withhold payment. It also sheds light, in the context of complex construction contracts, on the common contract requirement that the contractor must "strictly comply" with the Contract requirements. In *Turner v. Ewing*, the court first recognized a widely applied contract principle: a property owner cannot rely upon a contractor's technical but immaterial breach as an excuse for its own non-performance in the form of non-payment. Stated differently, a contractor who has *substantially* performed can sue for payment on the contract despite failing to strictly comply with each and every obligation thereunder.

Turner highlights several key considerations with respect to the question of whether a contractor has substantially performed: "To constitute substantial compliance, the contractor must have in good faith intended to comply with the contract, and shall have substantially done so in the sense that the defects are not pervasive, do not constitute a deviation from the general plan contemplated for the work, and are not so essential that the object of the parties in making the contract and its purposes cannot without difficulty be accomplished by remedying them."

These considerations closely track those set forth in *O.W. Grun Roofing & Construction Co. v. Cope*, an earlier opinion from the Texas Court of Appeals. There, the court explained that the question of substantial performance is determined "by weighing the purpose to be served, the desire to be gratified, the excuse for deviating from the letter of the contract and the cruelty of enforcing strict adherence or of compelling the promissee to receive something less than for which he bargained."

The *Turner* court also considered the owner's argument that the satisfaction clause in the contract gave the owner the right to withhold payment for work that allegedly failed to meet the owner's satisfaction. While the plain language of the satisfaction clause at issue conditioned payment upon owner's satisfaction, the court explained that such a clause "requires the owner to make his judgment in good faith." The court further noted that "[t]his standard does not consider the actual mental satisfaction of the party making the determination; rather it examines whether the performance would satisfy a reasonable person." In other words, a satisfaction clause does not give owners a right to withhold payment for work that was reasonably performed, regardless of whether the owner is subjectively satisfied with the performance. Applying this rule, the *Turner* court found sufficient evidence to support the conclusion that the owner was not acting in good faith by claiming dissatisfaction with the contractor's work as a basis to withhold payment.

Although *Turner* was decided under Texas law, the case offers helpful reminders to owners and contractors in various jurisdictions. For an owner to withhold payment due to a breach, the contractor's breach needs to be material.

And if a "satisfaction" clause is being relied upon to withhold payment when the work has otherwise been substantially performed, owners should be aware that an "objective" standard of "reasonableness" will likely be implied as governing the Owner's discretion.

By: Dan Lawrence

Paying The Ultimate Premium: Does Your Insurance Cover Property Damage Or Will You Be Left Holding the Bag?

A recent decision by the Eleventh Circuit (the federal appeals court supervising trial courts in Florida, Georgia, and Alabama) sheds light on at least one way that insurers with complicated policies (and a host of exclusions) may avoid providing coverage and defense resources to insured material suppliers whose products are the focus of defect claims. In *Morgan Concrete Company v. Westfield Insurance Company,* Morgan Concrete ("Morgan") agreed to supply ready-mix concrete to Georgia Concrete for Georgia Concrete's work on a multilevel building at Clemson University. The specifications for the job required that concrete for Georgia Concrete's scope have a specific strength (measured in PSI). During pours for the second level of the structure, Georgia Concrete encountered strength deficiencies which it attempted to remedy by ordering a higher strength ready-mix to achieve the specified PSI.

However, the strength deficiencies continued, and Georgia Concrete blamed its supplier Morgan – ultimately withholding payment and prompting Morgan to cease further deliveries and file a lien on the property. In response, Morgan asserted that the strength issues with its concrete were the result of Georgia Concrete mishandling the concrete, exposing it to high ambient temperatures, and not sampling and maintaining it in accordance with industry standards.

During this period of time, Morgan held an insurance policy through Westfield Insurance Company which included coverage for sums Morgan became legally obligated to pay as damages because of "property damage . . . caused by an occurrence." A common phrase in CGL policies, Westfield defined "property damage" as "physical injury to tangible property, including all resulting loss of use of that property[.]" The policy excluded property damage to the concrete itself, "property damage" to Morgan's work, and "damages claimed for any loss, cost or expense incurred by Morgan or others for the loss of . . ., inspection, repair, replacement, [or] adjustment of Morgan's product,. . . [or] its work." The policy included a defense and indemnity provision, and Morgan tendered its defense of this dispute to Westfield.

Though Westfield initially provided defense for Morgan under a reservation of rights, it later withdrew because it determined there was no alleged "property damage" under the policy. Morgan sued Westfield in federal court seeking, among other things, a determination that Westfield had a duty to defend Morgan in its state court suit with Georgia Concrete. The federal court, applying Georgia law, agreed with Westfield, explaining that the alleged "property damage was [only] to [Morgan's] concrete and not to any other component parts of the Level 2 slab or to the structure as a whole." On appeal, the Eleventh Circuit agreed finding that Georgia law defined property damage "as damage to property that was previously undamaged" and "damage beyond mere faulty workmanship." As a result, the Eleventh Circuit determined that there was no trigger under the policy for Westfield to provide a defense.

This "win" for insurers highlights how crucial it is for the construction industry to understand the nuances of coverage provided under policies and actively negotiate the necessary coverage parameters. Contractors and suppliers should understand what types of damages will trigger coverage for "property damage." A few other principles to consider when analyzing coverage as it relates to upcoming work:

1. Think big picture. There is a tendency to only look inwards when evaluating damages. It is important to analyze damages to other project elements and other contractors' work– those impacts may need to be raised with the insurer.

2. Strike a balance. It is important to defend your work and materials. It is also important toidentify and explain all potential exposure to an insurer for purposes of coverage.

3. Reassign Risk. If there are concerns about your insurance not covering certain property damage, consider ways of reassigning that risk elsewhere in the project cycle: contract provisions, estimating factors, negotiations with suppliers/subs, waiver documents, etc.

4. Explore with your broker buying product defect insurance.

What is or is not "property damage" in any given construction dispute will depend on the specific policy, the project, the jurisdiction, and the players, but all contractors

and suppliers should be considering the above principles when contracting for insurance or claiming coverage.

By: Anna-Bryce Hobson

Out with Lonergan, In with Spearin: Texas Legislature Provides Contractors with Limited Protection for Defective Plans and Designs

As of September 1, 2021, in a change to Texas caselaw that had been in place for over a century, Texas contractors now have protection in certain circumstances from liability for defective plans and specifications provided to the contractor by someone else. In the 1907 Texas Supreme Court case *Lonergan v. San Antonio Loan & Trust*, the court held that it was the contractor's responsibility to reconstruct a collapsed building even though the collapse was due to a defect in the design plans and specifications prepared by the architect hired by the project owner and provided to the contractor by the project owner. In 2012, in *El Paso Field Services v. Mastec*, the Texas Supreme Court reaffirmed its decision in *Lonergan*.

In contrast, in 1918, the United States Supreme Court ruled on a question similar to the *Lonergan* case in *United States v. Spearin* and came to a different conclusion, holding that it is not the contractor's responsibility to determine the sufficiency of plans and specifications provided to it by the project owner. Since the *Spearin* decision in 1918, 36 states and the District of Colombia have followed, at least in part, sometimes by court decision, sometimes by statute, the *Spearin* decision of not holding the contractor liable for defective plans and specifications provided to the contractor by someone else.

New Statutory Protections for Texas Contractors Related to Defective Plans/Specifications/Design Documents

In an effort to bring Texas in line with the jurisdictions that follow *Spearin*, the Texas Legislature added a new chapter (Chapter 59) to the Texas Business and Commerce Code titled "Responsibility for Defects in Plans and Specifications." Chapter 59, which became effective on September 1, 2021, applies to contracts for the construction or repair of an improvement to real property and provides that:

- A contractor doing work in Texas is not responsible for the consequences of design defects in plans/specifications/design documents and may not warrant the accuracy, adequacy, sufficiency, or suitability of plans/specifications/design documents provided by a person other than the contractor's agents, subcontractors, fabricators, suppliers, or consultants.
- If a contractor learns of a defect, inaccuracy, inadequacy, or insufficiency in the plans/specifications/design documents, the contractor must, within a reasonable time, disclose in writing to the person with whom the contractor entered into a contract the existence of any known defect in the plans/specifications/design documents or any defect that reasonably should have been discovered by the contractor using ordinary diligence, before or during construction.
- Chapter 59 provides that "ordinary diligence" means the observations of the plans/specifications/design documents that a contractor would make in the reasonable preparation of a bid or fulfillment of its scope of work under normal circumstances. "Ordinary diligence" does not require the contractor to engage an engineer or architect to review the plans/specifications/design drawings.
- If the contractor fails to disclose a defect as described above, the contractor may be liable for the consequences of defects that result from the failure to disclose.

Texas contractors should also be aware that the provisions of Chapter 59 cannot be waived by the parties and any purported waiver of Chapter 59 is void.

Exceptions to Chapter 59

Notably, Chapter 59 does not apply to construction or repairs to a "critical infrastructure facility," which is defined in the statute as including but not limited to the following: petroleum or alumina refineries, electrical power generating facilities, chemical manufacturing facilities, water treatment plants, liquid natural gas terminals, telecommunications systems, ports, rail yards, gas processing plants, oil/gas pipelines, oil/gas drilling sites, or airports.

Chapter 59 also does not apply to construction work done under a design-build contract or an EPC contract in situations where the part of the plans/specifications/design drawings that is alleged to be defective is the contractor's responsibility.

Finally, Chapter 59 does not apply to portions of contracts between an owner and contractor under which the contractor agrees to provide input and guidance on plans/specifications/design drawings, where the contractor's input and guidance are provided as the signed

and sealed work product of a licensed, registered engineer or architect, and that work product is incorporated into the plans/specifications/design documents used in construction.

Architect's/Engineer's Standard of Care

In addition to adding Chapter 59 to the Texas Business and Commerce Code, the Texas Legislature also revised Chapter 130 of the Civil Practice and Remedies Code to require that construction contracts for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part must require that the architectural or engineering services be performed "with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license."

If one of the above-described contracts contains a different standard of care than that established by the statute, the provision containing the different standard of care is void and unenforceable and the standard of care established by the statute applies.

By: Justin T. Scott

Safety Moment for the Construction Industry

Lock-out and tag-out procedures are common in the industrial setting to protect workers maintaining machinery. The are also perhaps as instrumental in keeping construction workers safe. Lock-out/tag-out programs ensure that energy sources to a piece of equipment are isolated before the item is serviced or worked on, reducing the chances of harm to those doing the service or repair. They eliminate the risk of someone accidentally or unknowingly turning something on while someone else is in a precarious position. Locking out a piece of machinery or equipment should physically lock it in safe mode. Tag-out means to attach tags with information including the name of the person who performed the lockout and any other relevant details.

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 an honor, and we are indebted to our clients for the opportunity to serve their needs.

Bradley's Construction Practice is excited to announce the recent arrival of several skilled construction lawyers who share in the core values and philopshy of our firm. We welcome **Ben Dachepalli**, **Tim Ford**, and **Ronald Espinal**.

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. **Jim Archibald, Ryan Beaver, Ben Dachepalli, Ian Faria, Tim Ford, Ralph Germany, Jon Paul Hoelscher, Doug Patin, Bill Purdy, Mabry Rogers,** and **Bob Symon,** 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.

Jim Archibald, David Bashford, Ryan Beaver, Axel Bolvig, Jared Caplan, Jim Collura, Monica Wilson Dozier, Ian Faria, Eric Frechtel, Ralph Germany, Jon Paul Hoelscher, Mike Koplan, David Owen, Doug Patin, David Pugh, Bill Purdy, Mabry Rogers, Wally Sears, Avery Simmons, Bob Symon, David Taylor, and **Bryan Thomas** have been recognized by *Best Lawyers in America* in the area of Construction Law for 2022.

Jim Archibald, David Bashford, Ryan Beaver, Michael Bentley, Axel Bolvig, Ian Faria, Jon Paul Hoelscher, Russell Morgan, David Owen, Doug Patin, David Pugh, Mabry Rogers, and **Bob Symon** 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**, **Ben Dachepalli**, **Ian Faria**, **Tim Ford**, **Doug Patin**, **David Pugh**, **Bill Purdy**, **Mabry Rogers**, **Wally Sears**, **Bob Symon**, and **David Taylor** have been rated AV Preeminent attorneys in Martindale-Hubbell.

Aron Beezley was recently recognized by *JD Supra* in its 2022 Readers' Choice Awards for being among the top authors and thought leaders in government contracts law during 2021.

On March 3, 2022, a paper authored by **Ian Faria** and **Gabe Rincon**, titled "Divorce in the Marriage of Conveniencet (Otherwise Known as the Joint Venture)" was featured during the Annual Texas Construction Law Conference in San Antonio, Texas.

Trey Oliver was recently appointed as the DRI Young Lawyer's Construction Committee Liaison. In that role, he will be involved with the leadership team on DRI's Construction Committee and informing the Young Lawyer's Committee of opportunities to get involved within the Construction Law Committee.

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.

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