Bradley

Bradley Arant Boult Cummings LLP

# CONSTRUCTION AND PROCUREMENT LAW NEWSLETTER

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## KEY LEGAL ISSUES FACING U.S. GOVERNMENT CONTRACTORS IN 2025

Aron Beezley and Patrick Quigley

As the regulatory environment continues to evolve in the new administration, U.S. government contractors are facing an increasingly complex array of legal challenges. Staying compliant and competitive requires close attention to several ongoing legal issues in addition to emerging ones:

**1. Cybersecurity Compliance and CMMC Implementation**

Cybersecurity remains a top priority for federal agencies, and the rollout of the Cybersecurity Maturity Model Certification (CMMC) 2.0 framework has brought new compliance expectations. Contractors must ensure that their information systems meet required security standards, or risk disqualification from Department of Defense (DoD) contracts. The phased implementation schedule means that affected contractors should act now to assess readiness and begin remediation efforts.

**2. False Claims Act (FCA) Enforcement**

The Department of Justice continues to actively pursue FCA cases, particularly in areas like procurement fraud, mischarging, and non-compliance with contract terms. Moreover, consistent with DOGE's stated mandate of combatting fraud in federal contracting and grants, the Trump administration is likely to place additional emphasis on this tool. Contractors should invest in robust internal compliance programs and training to mitigate risks of whistleblower complaints and audits.

## *SAFETY MOMENT FOR THE CONSTRUCTION INDUSTRY*

Stephanie Goldfeld

In 2024, OSHA proposed a new rule titled "Heat Injury and Illness Prevention in Outdoor and Indoor Work Settings," which is moving toward finalization. The proposed standard would apply to employers with 10 or more employees and requires new workplace safety measures to prevent heat-related injuries and illnesses.

Under the proposed rule, when the heat index reaches 80°F (the "initial heat trigger") for more than fifteen minutes in an hour, employers must provide cool drinking water, shaded or cooled break areas, and monitor heat conditions. At 90°F (the "high heat trigger"), additional measures are required, including paid fifteen-minute rest breaks every two hours, a hazard alert system, and either a buddy system or designated supervisor to monitor workers in high heat conditions.

Employers must also develop a written, site-specific heat injury and illness prevention plan ("HIPP"), addressing potential heat hazards and protective measures, temperature monitoring, emergency procedures, and annual reviews. Training for employees and supervisors on heat injury and illness prevention is also required.

A public hearing on the rule was held in June of 2025, and it is anticipated to be implemented within the next year. Although the rule is not yet final, employers are encouraged to begin adopting these safety measures.

**3. Supply Chain and Buy American Act Scrutiny**

Recent executive orders and proposed regulations are reinforcing domestic sourcing requirements. Contractors must carefully assess their supply chains to ensure compliance with Buy American Act and Trade Agreements Act rules. Non-compliance could lead to severe adverse consequences, such as contract termination or debarment.

**4. Labor and Employment Mandates**

Despite changes in emphasis from the new administration, government contractors are still subject to a variety of federal labor requirements, including those related to minimum wage, paid leave, and workplace safety. With recent changes from the Department of Labor – such as updates to prevailing wage rules under the Davis-Bacon Act – contractors must remain agile in adapting to new mandates.

**5. ESG and DEI Reporting Requirements**

Environmental, social, and governance (ESG) initiatives are becoming increasingly important in federal procurement. Contractors may soon face new disclosure obligations related to sustainability and diversity, equity, and inclusion (DEI) practices. Proactively developing transparent ESG and DEI strategies can offer a competitive edge.

**6. Bid Protests and Procurement Integrity**

With increased competition for contracts, bid protests are becoming more common. Understanding protest procedures, debriefing and intervention rights, and ethical boundaries in the procurement process is crucial to protecting your interests and reputation.

**Conclusion**

The legal terrain for government contractors is shifting rapidly. A proactive approach to compliance, risk management, and strategic planning is essential for long-term success in this high-stakes sector.

## DOES "INDEMNIFY" = "HOLD HARMLESS"?

J. Christopher Selman and Zachary Stewart

Does this sound familiar? Nearly every construction contract contains an indemnification provision with some variation of these terms. And if you have ever negotiated a construction contract, you know that indemnification provisions often feature in those discussions. But are the words "indemnify" and "hold harmless" an example of lawyers inserting a meaningless list of synonyms to ensure that all bases are covered? Or do "indemnify" and "hold harmless" mean different things? According to the Alabama Supreme Court in *Adams v. Atkinson*, No. SC-2024-0528, 2025 WL 1416851 (Ala. May 16, 2025), "indemnify" and "hold harmless" may be synonyms depending on the context.

As noted in one of our prior blog posts, "contractual indemnity is the right of one party (the indemnitee) to claim reimbursement for a loss from another party (the indemnitor)." But does "hold harmless" also give one party a right to indemnification when it appears by itself? This past week, the Alabama Supreme Court held that the answer might be "yes."

## BRADLEY LAWYER ACTIVITIES AND NEWS

**2025 Edition of Chambers USA ranks 168 Bradley attorneys and 56 Practice Areas; 7 Practice Areas and 14 Attorneys Ranked Nationally.**

Bradley is pleased to announce that Chambers and Partners has ranked nationally Bradley's Construction and Government Contracts practice areas

Ten Bradley attorneys received *national rankings*, including **Aron Beezley** in Government Contracts and Government Contracts: Bid Protests.

Bradley's Construction Group is ranked among the top firms in Alabama, Washington, D.C., Florida, Georgia, Mississippi, North Carolina, Tennessee, and Texas

The following 18 attorneys have been ranked in their respective states: **Jim Archibald, David Owen, David Pugh, Mabry Rogers, Aron Beezley, Lee-Ann Brown, Doug Patin, Bob Symon, Ben Dachepalli, Ron Espinal, Tim Ford, Debbie Cazan, Jon Spangler, Ralph Germany, Ryan Beaver, Monica Wilson Dozier, David Taylor, Bryan Thomas, Jim Collura, Ian Faria**, and **Jon Paul Hoelscher**.

Chambers and Partners, an independent professional legal research company, determines its rankings of leading U.S. firms, legal departments and attorneys through in-depth research and interviews with law firms, clients and third parties. Chambers assesses attorneys on attributes valued most by clients including capabilities, achievements, and sector presence.

Bradley is ranked the No. 1 construction practice in the nation by ***Construction Executive*** in its list of "The Top 50 Construction Law Firms" for 2025.

In *Adams*, a beneficiary of a family trust sued other parties for reimbursement of attorneys' fees under the terms of a prior settlement agreement. The beneficiary faced a demand for payment of attorneys' fees from a trustee and sought reimbursement from the defendants under a hold harmless provision. The hold harmless provision did not include the word "indemnify" but required the defendants to "hold [the beneficiary] harmless against any demand… by any corporate trustee… for attorneys' fees." The defendants argued that "hold harmless" was a *defensive* term in that they agreed only to waive any claim against the beneficiary for attorneys' fees. The beneficiary, however, argued that the hold harmless provision necessarily granted an *offensive* right to reimbursement, i.e., indemnification, for the attorneys' fees because it contemplated claims against the beneficiary only.

The Alabama Supreme Court held that "hold harmless" and "indemnify" may be synonyms even when they "appear separately and perform the same function." To be clear, the court emphasized its holding was "narrow." In the context of the specific hold harmless provision at issue, holding the beneficiary harmless against demands by corporate trustees only made sense if "hold harmless" meant "indemnify." The court concluded by (1) confirming that "indemnify" and "hold harmless" are synonyms when they appear as a doublet (i.e., beside each other in the same provision) and (2) reasoning that "hold harmless" can mean "indemnify" when it (a) appears separately and (b) performs the "same function" as an indemnification provision.

In ruling in favor of the beneficiary, the court determined the context of the specific agreement in *Adams* indicated that the parties intended the hold harmless provision to operate as a reimbursement mechanism rather than a mere waiver of rights. The court found the defendants' argument illogical as they would have no claim for attorneys' fees to be waived in an action by a trustee against the beneficiary in which none of the defendants were named.

So, what does *Adams* mean for your construction contracts?

It means that you should be careful when using the words "hold harmless" by itself because a court or arbitrator may conclude that it means something different than you intended. Regardless of whether you want "hold harmless" language to operate as a waiver or a right to indemnification, later interpretations of that provision may be fact-dependent and may vary depending on the specific language used.

## 2ND CIRCUIT HOLDS ARBITRATION TREATY TRUMPS STATE INSURANCE LAW

Jennifer Morrison Ersin and Jason Tullos

On May 8, the Second Circuit held that the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards trumps a Louisiana state law barring arbitration of insurance disputes in a pair of cases, *Certain Underwriters at Lloyds, London et al. v. 3131 Veterans Blvd. LLC* and *Certain Underwriters at Lloyds, London et al. v. Mpire Properties LLC.* In doing so the Second Circuit joined the First and Ninth circuits in ruling that the New York Convention's provision on the enforcement of arbitration agreements is "self-executing" and, thus, preempts state law consistent with the Supreme Court's decision in *Medellín v. Texas.*

Thirteen attorneys from our Tampa office have been recognized in the 2025 Florida **Super Lawyers** and Rising Stars lists, including **Tim Ford**, **Ben Dachepalli**, **Ron Espinal** and **Chris Odgers**.

**Kyle Doiron** has been selected as an Associate Fellow of the Construction Lawyers Society of America (CLSA).

**Debrah Cazan** has been named the new Atlanta office managing partner.

Alabama AGC selected **Alexander Thrasher** as one of the honorees in the Top 40 Under 40 in Commercial Construction.

**James Archibald** was named Forbes' 2025 America's Best-in-State Lawyer for Alabama in Construction Law.

Bradley announced an International Arbitration team focused on representing clients globally in international commercial and investment treaty arbitrations. **Jennifer Ersin**, **Douglas Patin,** and **Carly Miller** will co-lead the team of more than 20 attorneys across the firm who realize the inherent complexities involved in cross-border investments and the intricate framework of international arbitration law.

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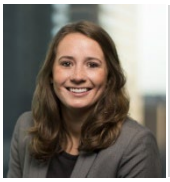

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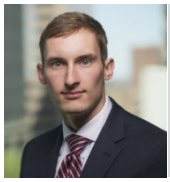

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The underlying dispute involved damage to commercial properties in Louisiana after Hurricane Ida hit the state in 2021. The insurance policies at issue provided for arbitration seated in New York applying New York law. After settlement discussions failed, the insureds filed suit in Louisiana, while the insurers moved to compel arbitration in the Southern District of New York.

Louisiana's Insurance Code and subsequent jurisprudence bars enforcement of arbitration clauses in insurance policies. The Federal McCarran-Ferguson Act says that state insurance law controls over conflicting "acts of Congress." Prior to *Medellín*, the Second Circuit treated federal treaty law, such as the New York Convention, as "acts of Congress" only if it required legislative action to be enforced, i.e., it is not self-executing. Applying these pre-*Medellín* rules, the district court found that the New York Convention was not self-executing and that Louisiana's bar on enforcement of arbitration in insurance disputes reverse-preempted the New York Convention and the Federal Arbitration Act, preventing arbitration of the underlying dispute.

However, in *Medellín*, the Supreme Court established a different test for determining whether a treaty provision should be considered self-executing. "The Supreme Court did not confine its analysis to the narrow question of whether Congress enacted legislation purporting to implement the treaty at issue[.]" Rather the Court implemented a multi-factor test applying to individual provisions of the treaty to determine whether that provision was intended to take immediate effect in domestic courts.

Applying the *Medellín* factors to the relevant New York Convention provision, the Second Circuit found that Article II, Section 3 of the Convention – the provision related to the enforcement of arbitration agreements – is self-executing and not subject to statutory preemption rules like that in the McCarran-Ferguson Act.

This Court's holding does not extend to purely domestic arbitrations, but parties to arbitration agreements with a foreign element can no longer escape arbitration of commercial disputes on statutory preemption grounds.

## BIDDERS BEWARE! DESIGN-BUILDERS ARE AT RISK NOT ONLY FOR DEFECTIVE DESIGN DOCUMENTS, BUT POSSIBLY FOR DEFECTIVE BIDDING DOCUMENTS, TOO

Owen Salyers and Robert Symon

Historically, the Boards of Contract Appeals and Courts have reviewed design-builders' reliance on government-provided conceptual drawings or bridging documents in support of constructive change claims under a reasonableness standard (see *M. A. Mortensen Company*, ASBCA No. 39978, 93-3 BCA ¶ 26,189). However, in two recent cases, the *Spearin* doctrine – under which the government warrants that government-provided "design specifications," if followed, will produce a satisfactory result (see *United States v. Spearin*, 248 U.S. 132, 136 (1918)) – has been applied by the boards and courts to analyze constructive change claims. Specifically, the conceptual drawings or bridging documents were reviewed to determine if they constituted design specifications that the government would warrant were adequate under *Spearin*. As set forth below, this alternative approach has ended with mixed results and may inadvertently make recovery from the government more difficult.

**Sheffield Korte Joint Venture**

In *Sheffield Korte Joint Venture,* ASBCA No. 62972, 23-1 BCA ¶ 38,417, aff'd, 2025 WL 1466934 (Fed. Cir. May 22, 2025),Sheffield (the design-builder) was awarded a contract with the United States Army Corps of Engineers to design and construct a new Army Reserve Center located near Waldorf, Charles County, Maryland. As part of the design, Sheffield was required to design and construct a stormwater management system to support the new center. The bid documents included conceptual drawings that depicted a centralized stormwater management system (versus a decentralized system). A centralized system is defined as one that collects stormwater in a single feature like a pond, whereas a decentralized system uses multiple, small-scale features to control stormwater and is intended to replicate natural hydrology.

The bid documents also indicated that the depicted stormwater management system was only an approximation, and that the contractor was ultimately responsible for determining the actual size and location of the system. Sheffield based its bid price for this scope of work on the conceptual drawings, which depicted a centralized stormwater management system.

Once performance of the design commenced, it became apparent to Sheffield that a centralized stormwater management system was not feasible under applicable state and local permitting requirements. Instead, Sheffield was required to design and construct a substantially more expensive decentralized stormwater management system. Thereafter, Sheffield submitted a certified claim to the government for its increased costs, which was subsequently denied by the government on the grounds that the Permits and Responsibility Clause, FAR 52.236-7, precluded entitlement.

Rather than argue its reliance on the conceptual drawings depicting a centralized stormwater management system was reasonable for bidding purposes, Sheffield based its claim for recovery under the *Spearin* doctrine (i.e., the government was responsible for the additional costs of construction since the conceptual drawings depicted a system that would not work for the project). Ultimately, the Armed Services Board of Contract Appeals (ASBCA) (and the Federal Circuit on appeal) denied Sheffield's claim on the basis that the conceptual drawings were not "design specifications" for the warranty of constructability to apply under *Spearin*. In denying recovery, both forums relied on Sheffield's significant discretion to design and build the stormwater management system in accordance with local regulations pursuant to FAR 52.236-7 and the fact that the bidding documents did not mandate a centralized stormwater management system. Importantly, there was no discussion of the implied warranty of the adequacy of the conceptual drawings for providing information for purposes of bidding as determined in the *Mortensen* case.

**Balfour Beatty Construction LLC**

In *Balfour Beatty Construction LLC*, CBCA 6750, 2023 WL 428747 (March 31, 2023), aff'd, 2025 WL 798865 (Fed. Cir. Mar. 13, 2025),the Civilian Board of Contract Appeals (CBCA) similarly considered to what extent a 30% bridging document provided to bidders should be considered design or performance specifications under a *Spearin* analysis for a number of claims submitted by the design-builder. In this case, the CBCA expressly found that *Mortenson* was not controlling and distinguishable because, in the board's view, the bridging documents did not contain any warranty of accuracy for bidding purposes.

One particularly noteworthy claim addressed by the CBCA related to the thickness required for a mat slab. The CBCA found that the bridging documents at issue did not constitute design specifications as to the thickness of the mat slab because the bridging documents merely provided a minimum thickness, and the CBCA felt that Balfour Beatty should have validated the actual thickness that would be required. That ruling by the CBCA was appealed and overturned by the Federal Circuit. According to the Federal Circuit, a statement in the bridging documents indicating that the contractor should "match existing building foundations" was sufficiently definite to constitute a design specification, and, therefore, an implied warranty with respect to the mat thickness applied, which entitled the contractor to recover for the deviation from the specified thickness. So, while the CBCA refused to find any warranty by the bridging documents, the Federal Circuit concluded an implied warranty existed under *Spearin*.

**Key Takeaways**

The *Sheffield Korte* and *Balfour Beatty* cases demonstrate the challenges to design-builders presented by the application of the *Spearin* doctrine to adjudicate constructive changes based on faulty conceptual drawings or bridging documents. More importantly, these cases indicate a potential shift in Board and Federal Circuit jurisprudence away from the reasonableness

standard articulated in *Mortenson* (see also *Metcalf Construction Company, Inc. v. United States*, 742 F.3d 984, 996 (Fed. Cir. 2014)).

The *Sheffield Korte* and *Balfour Beatty* cases place a burden on bidders of design-build projects to analyze conceptual drawings or bridging documents provided by the government for accuracy, especially if those documents are relied upon for bidding. Indeed, design-builders may not be able to recover additional costs if those documents are found to be defective absent an additional finding that the documents constitute "design specifications." Whether the document constitutes "design specifications" can be highly technical, time-consuming, and unreasonably expensive for the bidders at bid time.

These recent decisions may also inadvertently increase the costs of design-build projects to the government. Wary design-builders may include higher cost contingencies in their bid price to account for the possibility of constructive change claims being denied because conceptual drawings or bridging documents do not constitute "design specifications." As a corollary, this recent shift to a *Spearin* analysis on conceptual drawings and bridging documents may increase the burden on the government to respond to Requests for Information during the bidding stage as bidders seek certainty on mandatory versus discretionary design requirements.

Going forward, design-builders pursuing claims under similar circumstances should consider focusing the government's attention on the fact that there is a material difference between design-build and design-bid-build contracting regarding the assumption of design risk and the application of the *Spearin* doctrine. In a design-bid-build delivery system, the *Spearin* doctrine applies where the government warrants that the fully designed plans and specifications are adequate to meet the government's needs. In the design-build context, the *Spearin* doctrine should only apply where the government provides a fully developed design specification that the design-builder must follow for the construction of the project. The *Spearin* doctrine should not apply to conceptual drawings or bridging documents where the primary purpose of those documents is to inform the bidders of the scope of the project and assist them in assembling the price of completing it.

In summary, for a design-build project, there is an implied warranty that the conceptual drawings and bridging documents are adequate for the purposes of submitting a proposal as concluded by the ASBCA in *Mortensen*. Design-builders should focus on this warranty when making claims for constructive changes. Design-builders should not rely upon the application of the *Spearin* doctrine for constructive change claims stemming from defective conceptual drawings or bridging documents. Rather, consistent with the ruling in *Mortensen*, the focus of the analysis should be on fundamental fairness and reasonableness standards when determining whether a design-builder reasonably relied upon conceptual drawings or bridging documents in order for the government to obtain the most competitive price. In that circumstance, the government should assume the risk of providing inaccurate bidding information to the design-builder.

It is not clear whether the decisions in *Sheffield Korte* or *Balfour Beatty* signal a shift away from *Mortenson*, but, as described above, such a shift could prove problematic for a number of reasons. Regardless, in the future, design-builders pursuing the government for defective conceptual drawing and bridging documents would be wise to consider reverting to the *Mortensen* analysis to support their claims and avoiding reliance on the *Spearin* doctrine.

## STOP GUESSING THE PRICE – USE MATERIAL ESCALATION CLAUSES TO PROTECT YOUR BID IN A VOLATILE TARIFF CLIMATE

W. Hunter Webb

In today's market, contractors often find themselves playing *The Price is Right* when bidding material costs — trying to hit the number just right without going over. But with new (and changing) tariffs targeting steel, aluminum, and other goods in 2025, that guessing game just became even riskier.

Should contractors base bids on current prices and absorb the risk of dramatic cost increases down the line? Or should they build in a buffer against future uncertainty and potentially price themselves out of the job? Another move may be to include a material escalation clause in your contracts.

In fixed-price or lump-sum contracts, general contractors, subcontractors, and suppliers typically bear the brunt of material price increases. However, supply chain disruptions and price volatility are increasing in the current economic climate, so builders have an incentive to address cost escalation more directly.

A material escalation clause allows parties to adjust the contract price if material costs rise significantly during the course of the project. It effectively shifts risk away from the contractor and toward the project owner. Material escalation clauses can be either "cost-based" or "index-based." A cost-based clause compares the contractor's actual incurred material cost to bid-day estimates, while an index-based clause ties pricing to published indexes such as the Producer Price Index (PPI) from the U.S. Bureau of Labor Statistics.

A typical material escalation clause would provide a contractor with entitlement to a change order if a significant change in the price of material occurred after the contract was executed. A significant price change would be defined contractually and tied to a threshold percentage increase in the cost of the material. Many clauses also include a cap on the amount of a price increase that an owner would be required to absorb.

Convincing an owner to include a material escalation clause can be a challenge, especially if they're focused solely on keeping upfront costs low. Here are two strategies to make the conversation easier:

1. **Offer Bid Transparency** – Explain that bidding based on current material costs, rather than padding your bid with risk premiums, is only possible if the contract allows for later adjustments. In short, escalation clauses can *lower* the base bid.

2. **Include a De-Escalation Component** – Consider a two-way clause that benefits the owner if material prices *drop* beyond a certain threshold. This gives owners comfort that the clause isn't just a one-sided windfall for the contractor.

Even though it may be a difficult conversation with an owner, spending the time to sort through material cost escalation clauses prior to contracting may be beneficial to both parties by providing more certainty around price risk during a period of expected volatility in global markets.

## WHOSE TERMS GOVERN? AN INTRODUCTION TO THE BATTLE OF THE FORMS

John Mark Goodman

For construction lawyers, the *Battle of the Forms* presents a familiar fact pattern. A material supplier/seller provides a potential buyer with a price quote along with its standard terms. The buyer, usually a contractor or subcontractor, responds with a form purchase order that includes its own standard terms, which differ from the seller's terms. The seller then responds by shipping the goods, often with an invoice or confirmation that restates the seller's terms. The parties' respective forms align on certain terms like price and quantity, but other terms differ. Neither party ever signs the other party's form. The parties nevertheless conduct business with each other as if they are in agreement — the seller sells, and the buyer buys. Later, a dispute arises, which turns on the following question: What are the terms of the contract? In other words, whose form wins the battle?

In the case of the sale of goods, the answer to this *Battle of the Forms* scenario is supposed to be found by applying Section 2-207 of the Uniform Commercial Code. That section, which has been enacted in some form in all 50 U.S. states, provides as follows:

**§ 2-207. Additional Terms in Acceptance or Confirmation.**

1. A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon, unless acceptance is expressly made conditional on assent to the additional or different terms.

2. The additional terms are to be construed as proposals for addition to the contract. Between merchants such terms become part of the contract unless:

    - the offer expressly limits acceptance to the terms of the offer;
    - they materially alter it; or
    - notification of objection to tem has already been given or is given within a reasonable time after notice of them is received.

3. Conduct by both parties which recognizes the existence of a contract is sufficient to establish a contract for sale although the writings of the parties do not otherwise establish a contract. In such case the terms of the particular contract consist of those terms on which the writings of the parties agree, together with any supplementary terms incorporated under any other provisions of this Act.

As demonstrated by the Sixth Circuit opinion last week in *BorgWarner v. Parker Hannifin*, applying this analysis and arriving at an answer is not so simple. In that case, the Sixth Circuit was presented with a typical *Battle of the Forms* fact pattern where neither side ever expressly agreed to the other side's terms. This included a price escalation clause in the seller's quote, which became the focus of the dispute. After 18 pages of analysis, a majority of the three-judge panel concluded that a contract existed and that the terms are the parties' writings, where they agree, plus any default terms supplied by Ohio's version of the UCC. The Sixth Circuit did not rule what those terms were but remanded the case back to the trial court with perhaps as many questions as answers. On remand, the trial court will be faced with deciding the ultimate question: who wins the battle of the forms?

A copy of the court's opinion is here.

## BRADLEY LAWYER ACTIVITIES AND NEWS continued

The Alabama AGC Build South magazine, Summer 2025 edition, features **Mason Rollins** and **Aman Kahlon's** article "Retainage 101 for Private Projects in Alabama."

The CLSA International Conference and Induction of Fellows will be held September 17-19, 2025. **Carly Miller** will be presenting "Mid-Project Adjudication, Settlement, or Arbitration of Claims".

**David Pugh** served as the Breakfast Keynote speaker and contributed to the State & Federal Legislative Outlook session at the Associated Builders & Contractors of Alabama Convention 2025.

In March, **Hunter Webb** attended the ABA Forum on Construction Law's Trial Academy, a three-day intensive trial skills training program.

**James Archibald** presented "Death by a Thousand Cuts: Contractor and Subcontractor Claims for Professional Negligence" at the ABA Forum on Construction Law 2025 Annual Meeting.