“Best Value” Procurement Comes to Philadelphia

By Jason A. Copley and Robert John O’Brien

On May 16, 2017, Philadelphia voters approved a ballot measure amending the Home Rule Charter (the “Amendment”) to allow the City to enter into contracts for certain goods and services based on “best value.” Best value contracting is the practice used by the federal government, many states, and nearly all of America’s twenty largest cities. But what does “best value” mean and how will it change the way contractors bid on City projects?

In evaluating bids for certain professional services, such as legal or IT services, the City has long been permitted to consider factors beyond just cost — considerations like vendor history or past performance. However, before passage of the ballot measure, the City’s Home Rule Charter required construction-related goods and services contracts valued at greater than $25,000 to be awarded to the “lowest responsible” bidder. Under this standard, as long as the contractor was deemed “responsible” enough to perform the scope of work, the City was legally obligated to award the contract to whoever submitted the lowest bid. The sole consideration was essentially the bid amount.

Critics of the old system argued that it failed to capture a number of important factors that would help provide the City with the most “bang for its buck,” such as vendor history, past performance, budget, schedule, and workforce diversity. On the other hand, an argument often cited against the “best value” system was that allowing the City to account for criteria besides cost could lead to cronyism or awarding contracts based on other improper considerations.

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Brief Note:
Greetings from the Editorial Team at Construction In Brief! We are excited to introduce our new Partner, Cheryl Santaniello, who just joined the Business Transactions Group in Delaware. In the Wilmington Office Q&A, you will learn more about the experience she offers the Firm’s clients. In this issue, we provide valuable information for contractors submitting bids to the City of Philadelphia. We are also covering a recent case, Alpha Painting & Construction Co., Inc. v. Delaware River Port Authority, affecting contractors on public jobs in both Pennsylvania and New Jersey. We hope you will enjoy this issue of Construction in Brief!

By Kerstin Isaacs

New Faces
Please join us in welcoming Partner Cheryl Santaniello to the Business Transactions and Real Estate Groups in the Wilmington office. Drawing on over 25 years of legal experience, she provides general counsel to her clients on a wide range of legal matters. Cheryl has a broad range of experience within the business transactional, commercial real estate, and lending areas, having represented purchasers, sellers, lenders, developers, landlords, and tenants in business, real estate, and lending matters. Cheryl has significant experience negotiating sophisticated corporate contracts and vendor agreements and representing business clients in complex sales and acquisitions. She has developed an in-depth commercial leasing practice negotiating complex ground leases, shopping center leases, and office leases. Cheryl has also developed a varied lending practice representing lenders in commercial loans, workouts, and the purchase and sale of loans.

We are also happy to welcome Jeffrey Jakob, who joined the Construction Group in Philadelphia as an Associate. He counsels owners, developers, general contractors, subcontractors, and suppliers in construction-related disputes. Jeff represents clients in state and federal litigation, as well as in arbitration and mediation. Prior to joining Cohen Seglias, Jeff served judicial clerkships in the US District Court of New Jersey and the New Jersey Superior Court, Law Division, Burlington County. Jeff attended law school at Temple University Beasley School of Law.

2018 Best Lawyers in America
We are pleased to announce that five Cohen Seglias attorneys have been included in the 2018 Edition of Best Lawyers in America, in four practice areas:

Pittsburgh Habitat Build Day
Our Pittsburgh office recently joined Habitat for Humanity of Greater Pittsburgh for a build day at its renovation site in Duquesne, PA.

Kerstin is the Firm’s Marketing Director. She can be reached at 215.564.1700 or kisaacs@cohenseglias.com.
From a practical standpoint, the Amendment should not result in earth-shattering changes for contractors who submit bids for City work. Indeed, most contracts will likely still be awarded to the lowest responsible bidder. The best value standard can only "kick in" and be applied when the Procurement Commissioner determines that awarding the contract to the lowest bidder would not yield the best value to the City. The City presently anticipates only about 5% of contracts (or 10 to 12 on an annual basis) will be affected by the transition to the best value system.

Pursuant to the Amendment, the Procurement Commissioner is tasked with considering several factors in addition to price. Those factors include:

- integration of technical or professional service elements;
- quality differences among products and services;
- incorporation of City contracting objectives, including participation of disadvantaged business enterprises; and
- "other attributes" that make price alone a poor indicator of value.

The Amendment also directs the Procurement Department to propound regulations identifying additional factors to be considered in making a "best value" award. The proposed regulations will be posted for public comment, so those affected will have the opportunity to provide feedback.

Beyond the "best value" factors, the new system includes more disclosure obligations that must be made at the time of bid submission. The obligations are as follows (codified in § 17-400 of the Philadelphia Code):

- campaign contributions made by the contracting company (if submitting a bid on behalf of the company) to City politicians;
- campaign contributions made by the individual or an immediate family member (if submitting the bid as an individual) to City politicians;
- the name of consultant(s) used in obtaining City contracts;
- campaign contributions made by the consultant(s);
- the names of subcontractors that will be used (in the event the contract is awarded to the bidder);
- whether City employee(s) requested money, services, or something of value, and
- whether City employee(s) provided advice on satisfying minority, women, disabled, or disadvantaged business participation goals.

Companies contributing $11,900 or more per calendar year to a City politician or political candidate, as well as individuals contributing $3,000 or more per calendar year, will not be eligible to be awarded contracts valued at $25,000 or greater for businesses and $10,000 or more for individuals, during the candidate’s term in office.

The City expects to post its first best value contract opportunity within the next six to nine months. Contractors planning to submit bids should track their contributions to City candidates and officeholders and watch out for the new regulations from the Procurement Department.

If readers have further questions or concerns regarding the new system, please do not hesitate to reach out to us.

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Contractors Beware! Other States Workers’ Compensation Insurance Endorsement Does Not Mean All States

By Jonathan A. Cass and Zachary D. Sanders

With limited exceptions, nearly all states require that contractors purchase workers’ compensation insurance when performing work in that state. That seems simple enough, right? There are, however, at least 52 different sets of workers’ compensation laws in the United States, including all 50 states, the District of Columbia, and the federal government. Each jurisdiction has slightly different requirements. Ensuring that a contractor has appropriate workers’ compensation coverage can be a complex and daunting task. Moreover, a contractor’s failure to obtain adequate workers’ compensation coverage can leave it exposed to potentially astronomical workplace injury claims and unnecessary fines. This article explores the potential perils a contractor may face as a result of out-of-state work.

The Workers’ Compensation Insurance Policy

In most states, private insurance companies provide workers’ compensation coverage. However, in Wyoming, North Dakota, Ohio, and Washington, the state exclusively provides coverage to employers. A typical workers’ compensation insurance policy references what states are insured under the policy in paragraphs 3.A and 3.C. (Federal coverage can only be added by an endorsement).

Paragraph 3.A is fairly simple and should include all states that a contractor operates in at the inception of the policy. Paragraph 3.C is typically a safety net and often incorporates an Other States Insurance Endorsement. An Other States Insurance Endorsement, however, is limited in scope, and requires that the employee was in another state on a temporary basis. For example, an Other States Insurance Endorsement to a Pennsylvania workers’ compensation policy typically provides that, for coverage in another state, all of the following must apply:

1. The employee claiming benefits was hired under a contract made in Pennsylvania, or was, at the time of injury, an "Employee Principally Employed in Pennsylvania;"

2. The employer was not required by the law of the state where the injury occurred to have obtained separate, state-specific workers’ compensation insurance coverage; and

3. The employee claiming benefits was, at the time of injury, an "Employee Working Temporarily in Another State."

Pitfalls of an Other States Insurance Endorsement

Particularly in the Northeast, contractors often find themselves performing projects in multiple states. Within the span of one year, many contractors principally-based in Pennsylvania will also do work on projects in New Jersey, Delaware, Maryland, Washington, D.C., Virginia, and New York. That is seven different jurisdictions and seven different sets of workers’ compensation laws. Can a contractor rely on the Other States Insurance Endorsement to provide coverage when working outside of Pennsylvania? Probably not.

For illustration, a Pennsylvania-based contractor is working on a project in Northern Virginia. The contractor has not done work in Virginia before and does not intend on continuing its work in Virginia after this project. The contractor’s work, and that of its employees, in Virginia is temporary and, therefore, covered by its Other States Insurance Endorsement, right? The answer is “it depends on the terms of the Other States Insurance Endorsement.” Often times, the endorsement will define an “Employee Working Temporarily in Another State” as one traveling through, making a delivery, attending a meeting or seminar, or performing work in the other state for not more than 90 days. If the contractor’s employees are working on the project for more than 90 days, then the Other States Insurance Endorsement will not cover a workers’ compensation claim (requirement 3 above). Similarly, if the contractor hires union members from the local union hall in Virginia, those employees will not be considered “hired under a contract made in Pennsylvania” (requirement 1 above). Rather, they will be considered to be hired under a contract entered into in Virginia.

Take the same situation, but this time the contractor is working on a project in New York for less than 90 days. The contractor is covered under the Other States Insurance Endorsement because its work is temporary, correct? Think again. Contractors and subcontractors who work on construction projects in New York are required by state law to purchase specific New York workers’ compensation coverage (requirement 2 above). In other words, contractors and subcontractors must ensure that New York is listed in paragraph 3.A of their workers’ compensation policy if they work on any construction projects in New York, even for less than 90 days. If the contractor’s workers’ compensation carrier is not licensed to provide workers’ compensation coverage under New York law, then it will be necessary to purchase a separate New York-compliant policy. New York is not alone...
Federal Court Bars Public Owner from Arbitrarily Labeling Bidder “Not Responsible”

By Lori Wisniewski Azzara and James P. McGraw

Recently, the United States Court of Appeals for the Third Circuit limited the ability of a public entity to arbitrarily (1) declare that a low-bidder on a project is “not responsible,” and (2) award a contract to the next-lowest bidder. In the case of Alpha Painting & Construction Co., Inc. v. Delaware River Port Authority of the Commonwealth of Pennsylvania and the State of New Jersey, the Court held that a public owner must have a rational basis for its procurement decision and that it may not treat bidders unequally by favoring one bidder over another through its conduct in reviewing and analyzing competing bids.

The Plaintiff, Alpha Painting & Construction Company, Inc. (“Alpha”), was the lowest bidder on a bridge painting project for the Delaware River Port Authority (“DRPA”). The second-lowest bidder was Corcon, Inc. (“Corcon”). After reviewing the bids, DRPA deemed that Alpha was not a responsible bidder due to Alpha’s failure to submit certain forms containing safety and insurance data. DRPA then awarded the contract to Corcon, despite the fact that Corcon’s bid was missing one of the same forms that resulted in the rejection of Alpha’s bid. Rather than reject Corcon’s bid in the same manner, DRPA took it upon itself to request the missing form from Corcon. Additionally, DRPA unilaterally disqualiﬁed it from being awarded the contract.

Alpha ﬁled an injunction in the United States District Court for the District of New Jersey, seeking to prevent DRPA from awarding the contract to Corcon. After a bench trial, the District Court granted the injunction and directed that the contract be awarded to Alpha. On appeal, the Third Circuit held that DRPA impermissibly went out of its way to award the contract to Corcon and not Alpha. It held that DRPA had no rational basis for declaring that Alpha was not a responsible bidder and that, at most, the missing forms rendered Alpha’s bid non-responsive. Furthermore, in addition to evidencing inequitable treatment of the bids, the Court found that DRPA’s request that Corcon provide additional documentation demonstrated that it could have, and should have, made the same request of Alpha, thus giving Alpha an opportunity to remedy its bid’s non-responsiveness. The Court also noted that DRPA could have, pursuant to its own bidding guidelines, searched for relevant safety information regarding Alpha’s past work experience, but that DRPA went out of its way to avoid locating the information. Finally, the Court held that DRPA’s decision to modify Corcon’s bid, similar to its responsibility determination, appeared out of thin air and that DRPA lacked the authority to make the modification. As a result, the Court upheld the majority of Alpha’s injunction, only altering it to restore Alpha back to competition, rather than to award it the contract outright.

The Alpha decision makes clear that, while an agency is given broad latitude to make procurement decisions, it may not abuse its discretion by irrationally rejecting bids and/or giving favorable treatment to certain bidders. Contractors who have been declared “not responsible” should be aware of their right to challenge these determinations when they are made on an ad hoc basis by a public owner.

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Takeaways
In today’s construction industry, contractors frequently ﬁnd themselves working in many states at the same time. With each new state, the contractor will ﬁnd themselves facing unfamiliar laws and regulations, and, as a result, ever-expanding risks. Finding a way to comply with the new laws and regulations, and effectively manage those risks is essential to running a successful business. For instance, failing to obtain proper workers’ compensation coverage in addition to their workers’ compensation policies can lead to uninsured claims and signiﬁcant ﬁnes. So, what can you do? Be sure to carefully read your insurance policies and discuss your speciﬁc insurance needs with your insurance broker. While policies are similar, they are not always the same. Ensure that you are well-aware of the laws of the state, city, and county in which you are working, as each jurisdiction varies. Finally, and as always, if you are unsure of your obligations, we encourage you to consult your legal counsel.

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in this requirement. Massachusetts, Nevada, New Hampshire, New Mexico, Montana, Wisconsin, Ohio, and Washington all require state speciﬁc workers’ compensation coverage — always or in certain circumstances. On a related note, both New York and New Jersey require that contractors purchase disability insurance in addition to their workers’ compensation coverage.

Alpha Painting & Construction Co., Inc., v. Delaware River Port Authority of the Commonwealth of Pennsylvania and the State of New Jersey, the Court held that a public owner must have a rational basis for its procurement decision and that it may not treat bidders unequally by favoring one bidder over another through its conduct in reviewing and analyzing competing bids.

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New Decade, Small Changes: A Few Highlights from the 2017 AIA Contract Documents

By Lane F. Kelman and Matthew R. Skaroff

Every ten years, the American Institute of Architects (the “AIA”) revises the standard AIA Contract Documents to account for developments in the construction industry and changes in the law. 2017 marks the latest AIA Contract document update, with the most recent revisions released this past April. Though the AIA has made significant changes in the past, the latest round seemingly brings no industry-shifting change. Nevertheless, in a business driven by contracts, it is imperative that contractors and subcontractors consistently review their agreements (whether new or old), as they should conform and change on a job-by-job basis. You can expect to see these changes in the new AIA documents, along with a number of others:

- **Addressing Sustainability.** The 2017 Contract Documents come with a new, 6-page Sustainable Project Exhibit, which addresses sustainability goals in construction and design, and which can be added to almost any AIA contract. The Exhibit requires the Contractor to follow a “Sustainability Plan” for the Project, intended to achieve the Project’s “Sustainable Goal.” This is monitored through certain “Sustainability Measures” determined in advance and through third-party certifications. Because of the simplicity of this new Exhibit and the ease of implementation, this Sustainable Project Exhibit should see significant use and contractors should expect to encounter it. These new exhibits, however, also create additional paths of liability.

- **Streamlining Insurance.** While the old AIA contracts dealt with insurance and bonds in the General Conditions, the revised versions address the topic in a separate exhibit (Exhibit A). This perhaps is the most significant formatting change from the 2007 Contract Documents. Exhibit A allows the Owner and the Contractor to customize the amount of insurance in addition to the types of coverage (such as delayed completion coverage). Despite this customization feature, Exhibit A imposes on the Owner by default the burden to maintain property insurance in an amount sufficient to cover the value of the entire Project.

- **Requiring Indemnity for Lien Claims.** A201 has been revised to include a new section—§ 9.6.8—which requires the Contractor to indemnify the Owner for all losses and expenses (including attorneys’ fees) for any lien claim by a lower-tiered contractor after the Owner has fulfilled its payment obligations. While owners often amended the previous A201 (or A101) to impose similar obligations on contractors, this indemnity now automatically applies by virtue of the update. Contractors should acknowledge this provision and recognize the importance of preserving their subcontractors’ pass-through claims, as well as ensuring that their subcontractors provide that same indemnity up the chain. This provision also must be examined in conjunction with the law of the jurisdiction that applies to the contract, as it may have to be changed.

- **Allowing for Early Retainage Release / Excluding Items from Retainage.** The revisions include a full section (§5.1.7 in A101 and §11.1.8 in A401) dedicated to retainage, which the old versions previously did not. This section contains room for the parties to add their own terms regarding the reduction and limitation of retainage, as well as the opportunity to carve out certain items not subject to retainage. Though contractors may find certain use for this section, the section is likely to be of most value to an early-project subcontractor who has the foresight to negotiate an early release of retainage.

These highlights above are just a few of the changes in the new AIA Contract Documents, and, as attorneys, we could not close this article without emphasizing the need to review the new documents (and the need to thoroughly review any and all of the contracts that you plan to enter). As the 2017 Contract Documents begin getting used, we will soon see their impact, how they are handled in practice, and how the courts or arbitrators interpret them.

Watch out for these new 2017 Contract Documents and be sure to read your contracts.

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Q&A with the Wilmington office

Our marketing department recently sat down with the partners in our Wilmington office, including its new addition, Cheryl Santaniello.

Q: Tell us a little about Cohen Seglias in Wilmington.
A: Ed — We opened the office in 2003, primarily to serve our construction clients in Delaware. With the additions of Bob Beste and Jim Harker, we expanded our services to include general commercial litigation including partnership litigation, real estate, corporate, and commercial transactions. With the addition of partner Cheryl Santaniello, we now have four full-time attorneys and two staff members in the office.

Q: What services do you provide our clients?
A: Ed — In addition to the commercial litigation and transactional practices Jim and Bob focus on, associate Scott Earle supports the Firm’s Construction Group and serves our contractor clients working on projects in Delaware. With Cheryl joining the office, we are strengthening our real estate and commercial transaction groups. She brings substantial expertise in real estate and commercial lending and is handling matters for us in Delaware, Pennsylvania, and New Jersey. Cheryl also brings relationships with lenders and commercial real estate developers and we look forward to establishing a mutually beneficial relationship between Cheryl’s contacts, the Firm, and our clients.

Cheryl — I have a broad business transactional practice focused on commercial real estate, financing and construction. I review and negotiate complex ground, shopping center, and office leases for clients with local, regional and national footprints. I also assist clients with corporate and asset purchases and sales, entity formation and corporate governance matters and have extensive experience negotiating commercial contracts and vendor agreements.

Jim — While I do a lot of things for many clients, my primary focus has been on transactional commercial real estate, financing legal opinions involving Delaware entities for properties throughout the United States, and the resolution of real estate title issues, claims, and land use. I also help clients resolve multiple business and contract issues that arise in day-to-day business practices. I have litigation experience in all courts in Delaware and I represent several international companies in the defense of asbestos tort liability.

Bob — I have a broad background in real estate, landlord/tenant, construction, insurance claims, and personal injury. However, my most significant work at present is in two areas: 1) representation of over 20 nursing and rehabilitation centers in construction, collection and fraudulent transfer claims and guardianships; and 2) representation of a major national title insurance company in title remediation claims.

Q: Cheryl, tell us about how you got started in your career.
A: Cheryl — I started out at a small firm of approximately ten attorneys in Haddonfield, New Jersey and learned the old fashioned way — trial by fire. Early on I had the opportunity of handling a wide variety of cases. In fact, within a month of arriving, half of the attorneys left and started another firm, and I found myself in the role of lead counsel on cases pending in bankruptcy and state court, taking over pending land use and development files, as well as prosecuting over 300 casino collection matters. From there I went in-house with a regional engineering equipment sales and leasing company where I also held the position of controller. In 2005, after spending seven years in-house, I went back to private practice at a large Philadelphia firm and came to Delaware a few years later.

Q: What do you enjoy the most about your practice?
A: Bob — The part of my practice I most enjoy is the opportunity to deal with people on a personal level. I also enjoy the opportunity to get out of the office into the courtroom and cross-examine witnesses who think they know everything.

Jim — I fashion myself as a problem solver, a person that overcomes obstacles rather than creates them. Finding a unique solution tailored to a client’s problem is most rewarding. I enjoy protecting the client’s interest in a purchase or financing of a commercial property for a fair and reasonable fee. The most satisfying thing for me is a referral from a client who is pleased by the outcome that I assisted in obtaining. (Also getting a complete dismissal of an asbestos case without payment by my client is a pure joy.)

Q: Why did you decide to join Cohen Seglias?
A: Cheryl — I was attracted by the entrepreneurial spirit of the Firm and its partners. I am excited to be a part of growing the Delaware branch office and taking it to the next level.

Q: What is the future outlook of the Delaware office?
A: Ed — We will continue to expand the Wilmington office to include additional complementary practices such as Labor & Employment. We will also continue to enhance the services we provide in Business Transactions and Real Estate.

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