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Construction In Brief

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Important Amendments to the Pennsylvania Contractor and Subcontractor Payment Act (CASPA): Non-Waiver, Right to Stop Work, Defective Work, and Retainage

By Jason A. Copley and Robert J. O'Brien

On June 12, 2018, Pennsylvania Governor Tom Wolf signed into law House Bill 566, which includes several amendments to the Contractor and Subcontractor Payment Act, (CASPA). The amendments take effect on October 10, 2018.

CASPA was enacted in 1994 to serve as a tool for contractors and subcontractors to help facilitate timely payment for services, labor, materials, and equipment provided to commercial and certain residential construction projects. The statute sets forth payment procedures and timetables, and it defines what constitutes wrongful withholding of payment for completed work. Violations of CASPA have resulted in significant judgments for contract balances due, together with statutory interest at 1% per month, penalties at 1% per month, and attorneys' fees and costs. It is clear that CASPA and ensuing court rulings have helped contractors be paid in many instances. However, contractors, subcontractors, and suppliers still find it challenging to obtain payment and will look to the latest amendments to improve their flow of money on construction projects subject to CASPA.

Suspension of Work Due to Nonpayment

Pursuant to the amendments, if payment is not provided by an owner to a contractor or by a contractor to a subcontractor, the unpaid contractor or subcontractor may suspend performance of its work without penalty until the overdue payment is received. In order to exercise its right to suspend work, the unpaid contractor or subcontractor must comply with written notice provisions and waiting periods.

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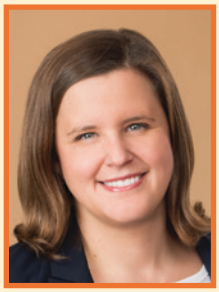
What's New

Brief Note:

Welcome to the fall edition of Construction in Brief! In this issue, we provide the latest information on a number of legislative changes affecting your business. You will learn about new amendments to the Pennsylvania Contractor and Subcontractor Payment Act, changes to Pennsylvania's arbitration law, and a new building code adopted by the City of Philadelphia. Another hot topic we are covering is the newly imposed tariffs on imported steel and aluminum and cost-saving tips for contractors who are affected. Please reach out to us with any topics you would like to see in a future issue of the newsletter.

Ashling Ehrhardt
Co-Editor-in-Chief



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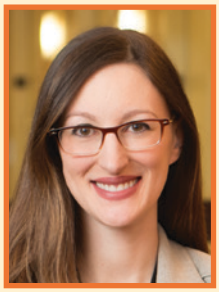

Allie Hallmark
Associate Editor

By Kerstin Isaacs

New Faces

Please join us in welcoming our new hires in Philadelphia and Newark.

Timothy Furin joins the Government Contracting Group in Philadelphia. He draws on his background as an acquisition law specialist in the U.S. Army Judge Advocate General's Corps to help clients navigate the federal government procurement process. Tim counsels contractors of all sizes on a wide range of government procurement law matters, including bid protests, contract claims and appeals, formation and administration, and ethics and compliance. He also advises his clients on suspension and debarment matters, Other Transaction Authorities, and subcontract negotiations and disputes. Tim has extensive experience before the Government Accountability Office, the Armed Services Board of Contract Appeals, and the Court of Federal Claims, as well as various other federal and state courts.

Brooks Evan Doyne joins the Construction Group in the Newark office. He counsels general contractors, subcontractors, and construction managers on all aspects of construction law. Brooks is an experienced litigator and represents clients in state and federal courts throughout New Jersey. He also has experience in professional liability and commercial litigation, and in petitioning for a guardianship concerning alleged incapacitated individuals, including serving as court-appointed counsel for alleged incapacitated individuals and serving as a guardian ad litem. Brooks is a graduate of Rutgers University Law School and completed a clerkship with The Honorable Robert L. Polifroni, Presiding Judge of the Civil Division in the Superior Court of New Jersey, Bergen County.

2019 Best Lawyers in America

Seven Cohen Seglias attorneys have been included in the 2019 Edition of Best Lawyers in America:

Roy Cohen
Litigation – Construction

Ed Seglias
Construction Law, Litigation – Construction

George Pallas
Construction Law, Litigation – Construction

John Greenhall
Construction Law

Marc Furman
Employment Law Management, Labor Law Management

Jason Copley
Litigation – Construction

Shawn Farrell
Litigation – Construction

New website!

We are excited to announce the firm's new user-friendly website with enhanced mobile functionality. We invite you to explore at www.cohenseglias.com!

Kerstin is the firm's Marketing Director. She can be reached at 215.564.1700 or kisaacs@cohenseglias.com.

Important Amendments to the Pennsylvania CASPA

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By Jason A. Copley and Robert J. O'Brien

Specifically, with respect to contractors working directly for owners, if the contractor has not been paid for work performed and 30 calendar days have passed since the end of the billing cycle, the contractor may provide written notice of nonpayment to the owner or owner's representative. If another 30 days elapse and payment has not yet been made, the contractor may serve a second written notice of nonpayment via certified mail upon the owner or the owner's representative. Then, if 10 more days pass without payment, the contractor may suspend work on the project without penalty.

Similarly, if the subcontractor has not been paid for its work and 30 days have elapsed since the end of the billing cycle, the subcontractor may serve an initial written notice of nonpayment to the contractor. Following another 30 calendar days, if payment remains outstanding, the unpaid subcontractor may serve written notice of nonpayment via certified mail on the owner or the owner's representative. After a final 10 day waiting period, the subcontractor may suspend work without penalty.

Written Notice of Deficiency Required

The new right for contractors and subcontractors to stop work does not override the ability of an owner or a contractor to withhold payment for a good-faith reason — i.e., where there are deficiency items with respect to the work. But, the amendments require the issuance of a written explanation by the contractor or subcontractor regarding a good-faith reason for withholding payment. The party withholding payment must notify the party seeking payment of the deficiency item and state that the invoice (or a portion of it) will not be paid.

With respect to an owner withholding payment, the written notice must be sent to the contractor within 14 calendar days of receipt of the contractor's invoice containing the deficiency item. With respect to a contractor or subcontractor that elects to withhold payment, the written notice must be sent to the party that submitted the invoice, as well as the owner of the project, within 14 calendar days after receipt of the notice of deficiency. If a party withholds payment for a deficiency item, the owner, contractor, or subcontractor must, nonetheless, remit payment for the work that has been satisfactorily completed and is not in dispute.

Importantly, the new law specifically states that a party's failure to comply with the written notice requirements results in waiver of the basis to withhold payment. Thus, if the written notice timetables are not met, the party disputing the work must pay the invoice in full or face exposure to CASPA damages (interest, attorneys' fees/costs).

Moreover, the recipient of an incorrect invoice must notify the sender of the deficiency within 10 days. However, an invoice error is not an excuse for nonpayment; the recipient remains obligated to pay the correct amount on the original due date, or risk an improper withholding and penalties under CASPA.

Release of Retainage with Maintenance Bond

Under the amendments, contractors and subcontractors will be able to secure release of retainage prior to final completion of a project. Rather than waiting until final completion, contractors and subcontractors may post a maintenance bond with an approved surety for 120% of the retainage amount being withheld. The posting of the bond obligates the owner or contractor to release the retainage where there has not been notice of a deficiency item. Further, absent a bond, unless written notice of deficient work is properly and timely provided, retainage may not be withheld more than 30 days after final acceptance of the work.

Non-Waiver

The amendments include a non-waiver provision, which prohibits any provisions in the statute from being waived, even if the parties agreed in writing to do so. In other words, the parties may not "contract around" the CASPA protections provided to contractors and subcontractors.

Looking Ahead

The CASPA amendments take effect on **October 10, 2018**. The amendments will impact owners, contractors, and subcontractors on all Pennsylvania commercial construction projects and some residential projects. Given the significant impact of the amendments on your rights and responsibilities, we highly recommend that companies consult with counsel to best equip themselves to deal with these changes in the law.

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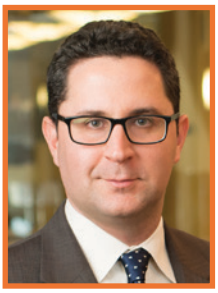
Contractors Beware: *Browning-Ferris* Stands as Law of the Land… for Now

By Jonathan Landesman and Joshua A. Brand



Perhaps no issue has generated more buzz in labor law circles in recent months than the National Labor Relations Board's (NLRB) stance on joint employer liability. The consequences of being deemed a joint employer can be dramatic for the unsuspecting employer.

If present, a joint employer relationship will bind one entity to another entity's collective bargaining obligations with the union. It can also mean that an entity will be held jointly liable for any unfair labor practices committed by the other entity in violation of the National Labor Relations Act (NLRA).

The decision as to who and under what circumstances an entity may qualify as a joint employer ultimately rests with the five-member adjudicative arm of the NLRB that sits in Washington D.C. and which is charged with interpreting the NLRA. The five members of the Board are appointed by the President of the United States and serve staggered terms. In 2015, the Board issued a ruling that greatly relaxed the standard for when a company can be considered a joint employer with its decision in *Browning-Ferris Industries of California, d/b/a BFI Newby Island Recyclery (Browning-Ferris)*. The Board departed from decades of precedent holding that an entity could be considered a joint employer only if it exercised "direct and immediate" control over the essential employment terms and conditions of another entity's employees. In *Browning-Ferris*, the Board endorsed a standard by which "indirect control" or a retained right to control is sufficient to confer joint employer status. This means that a contractor could be deemed a joint employer where its contract with another entity reserves a right of control over the other entity's employees, regardless of whether the control is actually exercised.

With the recent appointment of several new members to the NLRB, employers gained a sense of hope that *Browning-Ferris* would be reversed. On December 14, 2017, that hope came to fruition, or so employers thought. The Board issued its decision in *Hy-Brand Industrial Contractors, Ltd. 365 NLRB No. 156 (2017) (Hy-Brand)* in which it expressly overruled *Browning-Ferris* and announced a return to its prior test of "direct and immediate control." But the relief for employers was short-lived. On February 26, 2018, the Board vacated *Hy-Brand* due to ethical concerns raised by Board Member William Emanuel's participation in the case, after it was revealed that Emanuel's old law firm had been involved in litigating *Browning-Ferris*. As a result, *Browning-Ferris* was restored as the law of the land.

It is important to know that the final word on *Browning-Ferris* has not yet been spoken. The Board's decision was appealed to the United States Circuit Court for the District of Columbia. That appeal was returned to the D.C. Circuit after the Board vacated *Hy-Brand*. If the D.C. Circuit upholds *Browning-Ferris*, employers may be left waiting a long time to see its ultimate demise because Board Member Emanuel was in the 3-2 majority in *Hy-Brand*. With his preclusion from participating in any future decision that would overturn *Browning-Ferris*, the Board, as presently constituted, would most likely be deadlocked 2–2. It is worth mentioning that Congress recently proposed legislation, which is pending in the House, that would have the effect of rendering the "direct and immediate control" test as the law that could likely not be altered by the NLRB.

In light of where things presently stand, contractors should continue to be aware of the implications of mandating conditions of employment for the employees of any entity with whom the contractor does business. The "control factors" that may be viewed by the NLRB as giving rise to a joint employer relationship include control over wages, hours, assignment of job duties, and adherence to work rules and safety policies. A contractor that wishes to limit its risk of being found a joint employer should, to the extent practicable, limit the elements of actual control over another company's employees and the illusion of such control that may be found based on the language of the contractor's agreement with another entity.

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Brace Yourself: How the Construction Industry Can Roll with the Punches of Steel, Lumber, and Retaliatory Tariffs

By Roy S. Cohen and Ashling A. Ehrhardt

On March 1, 2018, President Trump announced his intention to enact a 25% tariff on imported steel and a 10% tariff on imported aluminum, which went into effect on June 1. Before the tariffs, the US imported about a third of all steel used domestically, particularly specially designed steel products necessary to the oil and energy industries. In the months before the steel tariffs went into effect, steel prices in the Mid-Atlantic Region increased, with the Producer Price Index for steel mill products increasing from January to April from 187.6 to 201.7.

While tariffs may help manufacturers of raw materials like steel, aluminum, and lumber, the inevitable costs are to those industries which utilize those raw materials. In the case of steel and aluminum, the construction industry is a big target. One steel supplier estimates that the steel he typically imports from Canada has risen in price by about 30–40%. Additionally, many general contractors are finding that previously anticipated projects have been put on indefinite hold. Many heavily steel-based public projects, such as highway and bridge construction, will now cost much more, leading state authorities to cycle down future construction and maintenance contracts as they expect public works funding to remain at pre-tariff levels. The unstable price of steel is even more concerning considering that only 13 states use steel price adjustment clauses in their public works contracts, using fixed price contracts instead and putting more of the risk of unforeseen rising steel costs on general contractors, subcontractors, and materials suppliers.

While the steel tariffs have only recently been put into place, it is useful to look to the November 2017 tariffs that the US enacted on Canadian lumber for a comparison to see the impact on the construction industry. These lumber tariffs imposed a 20% price increase on Canadian softwood lumber, causing the overall price of lumber to rise by approximately 18%. This increase directly affected the residential construction industry, which dealt with decreased profit margins by passing along the costs to consumers, causing the cost of mid-priced residential homes to increase by $6,000–$10,000. The amount of time taken to complete a residential single-family project also increased as supply reduced, leading to both increased delays and financial overhead.

Similarly, the short-lived steel tariffs imposed in 2002 by the Bush administration could hint at the current steel tariff's long-term results. The Bush steel tariffs stayed in place just under two years, eventually being removed after allied nations imposed retaliatory tariffs and the World Trade Organization declared that the tariffs breached global trade guidelines. The tariffs themselves, meant to protect the lagging US steel industry, saw a short-term modest increase in employment outcomes in the steel industry, but then saw sharp long-term decreases as overall steel prices increased.

Supporters of the tariffs say that previously closed steel mills and aluminum smelters can be up and running sooner rather than later. Others argue that the capacities of these re-opened mills and smelters will not be able to satisfy domestic demand, leading to continued usage of imported steel. Meanwhile, Canada, Mexico, the EU, China, India, and Turkey, among other countries, have enacted retaliatory tariffs on American exports, including steel products as well as agricultural and consumer goods.

Individual businesses are petitioning the U.S. Commerce Department for exemptions from the tariffs for specific products, arguing that the wait for domestic steel production to meet their needs will result in lost profits, lost contracts, and even compromised production and manufacturing. While the Commerce Department has granted some of these exemptions, many more have been denied, especially if the exemption application is based merely on the fact that buying domestic steel is more costly. To try to improve the effect of tariffs on the construction industry, larger metals suppliers may petition the Commerce Department for an exemption from the tariffs, allowing the government to refund the higher price of metals. Very few are granted, however, and the process generally takes at least 90 days to obtain a decision.

So what is a general contractor or a steel subcontractor to do? A viable option would be to try and negotiate for steel price adjustment provisions within contracts. These provisions would allow for periodic readjustment of contract price for erratic steel price increases as the market price fluctuates. Additionally, contractors, subcontractors, and suppliers should consider using imported prefabricated steel products where they can, which are not targeted by the tariff. Early price lock-ins for raw steel products are also a way for players in the construction industry to attempt to stem fluctuating steel costs. Contractors and subcontractors on current contracts should also familiarize themselves with the procedure for seeking time extensions as supply chains are slowed, as well as applicable force majeure and change in law clauses to see if the tariffs may fall under that language and provide relief.

With all of the recent fluctuations based upon the recent tariffs, there are no ironclad guarantees on how to proceed. If you have any questions about how the recent tariffs will affect you, reach out to counsel for guidance.

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Changes to Pennsylvania's Arbitration Law: What to Expect

By Steven M. Williams and Kate Emert Gleason

Contracts often include arbitration provisions for multiple reasons, such as: To reduce litigation costs; increase the speed of dispute resolution; and allow parties the opportunity to choose an experienced arbitrator rather than roll the dice with a judge or jury.

On June 28, 2018, Pennsylvania Governor Tom Wolf signed a bill into law that enacts Pennsylvania's version of the Revised Uniform Arbitration Act (RUAA). The RUAA replaces Pennsylvania's outdated version of the Uniform Arbitration Act (UAA) and incorporates a number of new and revised provisions, making arbitration more streamlined and efficient. This is an important development in Pennsylvania arbitration law, as the new provisions represent the first substantive update to the UAA since it was originally drafted in 1955.

The RUAA's provisions will only apply to arbitration agreements signed after the law's effective date of July 1, 2019; any agreements signed before this date will still be governed by the UAA.

The RUAA contains the following important changes:

- **Modification of the RUAA.** The UAA is unclear on whether its provisions can be modified by parties. The RUAA, however, expressly allows parties to modify almost every provision of the RUAA through their own agreement. However, certain basic provisions (including those relating to applications for judicial relief, the validity of an arbitration agreement, and disclosure of arbitrator conflicts) cannot be waived or modified by agreement.

> Unlike the UAA, the RUAA allows an arbitrator to award punitive damages if they are justifiable and the arbitrator specifies in the award the bases in fact and law authorizing these damages.

- **Common Law Arbitration.** Under the UAA, an arbitration agreement will be governed by "common law arbitration" unless parties to an arbitration agreement expressly agree otherwise. Common law arbitration is significantly limiting, in that, among other restrictions, it does not provide parties with the right to counsel, does not require arbitrators to make disclosures, and does not give parties the right to present evidence. Under the RUAA, this default to common law arbitration is abolished, and arbitration agreements will be governed by the RUAA unless the parties expressly indicate otherwise.

- **Notice.** While the UAA does not provide guidance on how an arbitration is initiated, the RUAA states that an arbitration proceeding must be initiated by giving notice in the manner agreed upon by the parties or, in the absence of any agreement, by certified mail or service in the same fashion that would commence a civil action in the courts.

- **Arbitrator Conflicts.** The RUAA requires an arbitrator to disclose "any known facts that a reasonable person would consider likely to affect the impartiality of the arbitrator" before accepting an appointment, as well as throughout the arbitration. Such facts include the arbitrator's financial and personal interests in the outcome of the proceeding, and any existing or past relationship with anyone involved in the proceeding. If an arbitrator does not disclose these conflicts, the arbitrator is presumed to act with "evident partiality" and a court may vacate the arbitration award for that reason.

- **Discovery.** Under the UAA, parties to arbitration cannot conduct depositions of non-parties. However, the RUAA changes this. It allows an arbitrator to permit discovery as the arbitrator deems appropriate. The arbitrator may permit depositions of parties and non-parties, as well as issue subpoenas and protective orders. Additionally, an arbitrator may issue sanctions against a party that refuses to comply with discovery orders, much like a court could.

- **Punitive Damages and Attorney Fees.** Unlike the UAA, the RUAA allows an arbitrator to award punitive damages if they are justifiable and the arbitrator specifies in the award the bases in fact and law authorizing these damages. Additionally, under the RUAA, an arbitrator can award attorney fees if the parties agreed to the award of such fees. Finally, an arbitrator may impose any other remedies that are "just and appropriate under the circumstances," even if that remedy would not be granted by a Pennsylvania court under the same circumstances.

- **Vacating an Arbitration Award.** The RUAA enumerates additional grounds for a court to vacate an arbitration award. These include: when the award was procured by corruption, fraud, or other undue means; where there was corruption by an arbitrator or misconduct by an arbitrator that prejudiced a party's rights; or where the arbitration was conducted without proper notice so as to prejudice substantially the rights of a party to the arbitration.

Given the prevalence of arbitration provisions in construction contracts, it is important for you to become familiar with the RUAA's new provisions, given the significant changes to the way arbitrations will be conducted under future contracts. The lawyers at Cohen Seglias are ready to provide you with the legal advice you need before you sign a contract with arbitration provisions under the new law.

Steve is Chair of the Commercial Litigation Group and is a member of the firm's Labor & Employment, Energy & Utilities, Financial Services, and Government Law & Regulatory Affairs Groups. Kate is an Associate in the Construction Group. Steve can be reached at 717.234.5530 or swilliams@cohenseglias.com. Kate can be reached at 215.564.1700 or kgleason@cohenseglias.com. Cohen Seglias Summer Associate Aleksander Smolij also contributed to this article.

The City of Philadelphia Adopts a New Building Code for the First Time in a Decade

By Lane F. Kelman and Jennifer R. Budd

After nearly ten years of operating under the 2009 International Construction Code, in May 2018, Philadelphia City Council modernized the City's commercial and multi-family building regulations by adopting the 2018 International Construction Code (2018 ICC). This move was made possible by legislation recently signed into law, which adopted the 2015 version of the ICC for the rest of the Commonwealth but expressly carved out permission for the City of Philadelphia to adopt the 2018 ICC. Supporters see it as a chance for Philadelphia to bolster its bona fides as a leader in both construction and sustainability on the state and national stage.

The 2018 ICC mandates the use of state-of-the-art materials, technology, and practices in order to obtain safer construction conditions and buildings. The code also responds to the effects of climate change and is a key step towards achieving the goal set by Mayor Kenney to reduce Philadelphia's carbon emissions by eighty percent. To this end, the 2018 ICC has the potential to reduce the energy emissions of commercial and multi-family buildings by almost thirty percent. Because buildings in Philadelphia comprise over sixty percent of the City's carbon emissions, such a decrease would be a major milestone in the City's attempt to reach the eighty-percent reduction mark by 2050.

Some of the updates to the code include:

- New lighting regulations, such as more expansive occupancy sensor and space control requirements, as well as continuous dimming and daylight zone control;
- Updates to the building envelope regulations, such as more stringent window to wall ratios, and U-factor requirements for doors and skylights.
- A stricter approach to insulation requirements for below grade walls, loading docks, and roofs; and
- New ventilation and air testing requirements in order to improve the health of building inhabitants.

Advocates of the code's adoption foresee multiple benefits. The updated code should improve fire safety and air quality in Philadelphia. More energy efficient buildings could decrease energy and utility expenses. Additionally, by using more modern materials and design that can better withstand Mother Nature, insurance costs may eventually drop.

Further, the process by which the 2018 ICC was adopted allowed, for the first time, for more local control by the City of Philadelphia and greater independence from Commonwealth-controlled legislation. This led to a more streamlined regulatory review process, which should benefit the City with respect to amendments or revisions.

Compliance with the new code will, of course, have its costs. Construction costs may increase by requiring more modern materials and practices. Further, contractors and subcontractors unfamiliar with the 2018 Code will need to get up to speed. All those connected with construction in the City of Philadelphia will need to identify how this significant building code update will impact their businesses for the October 1, 2018 effective date.

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