Design Professional Litigation

2015 Year in Review

ACEC Webinar

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Course Description

This course will be a review of recent court decisions and how they affect a design professional's practice. Topics that will be addressed and reviewed include:

Incorporation by Reference & Flow Down

CM at Risk

Code Compliance

Copyright infringement

Site Safety

Indemnification

Third Party Claims

Economic Loss Doctrine

Piercing Corporate Veil

Warranties

Defamation claims

Dispute Resolution

Learning Objectives:

- Gain a better understanding of contract language and field services to better manage site safety responsibility and liability;
- Learn about third party claims and how to manage them;
- Be given risk management ideas and strategies from recent court decisions; and
- Gain an understanding of new concerns and strategies regarding indemnification and other key risk allocation clauses.

CM at Risk:

Owner's Implied Warranty of Specifications – Spearin Doctrine

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CM at Risk Entitled to Reasonably Rely on Design Provided by Owner

- Public Owner who furnishes plans and specs to a Construction Manager at Risk (CMAR) is deemed to have given implied warranty of their sufficiency for purpose intended.
- Language in contract requiring the CMAR to consult with Owner and designer during design development, and other duties to take field measurements and verify field conditions did not bar CMAR's claim
- To recover for defective specs the CMAR will have to prove it reasonably relied to its detriment on them.

Coghlin Electrical Contractors v. Gilbane Buidling Co., (SJC-1178, Supreme Judicial Court, Massachusetts, March 2015).

Site Safety:
Responsibility and Liability

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Scaffolding Collapse:
Engineer, Architect, Project Owner Not Liable for Injuries

- Summary judgment for architect and an engineer, against employees of a contractor that were injured when scaffolding failed under the weight of a concrete slab that was being poured.

- The firms that designed and observed the project were dismissed because they were not involved in actual supervision and control of the contractors work.

- Citing the AIA B141 agreement, the court found the engineer "was not obligated to inspect the scaffolding to ensure that it was in compliance" with the plans and specifications.

*McKean v. Yates Engineering Co*rp., 2015 WL 5118062 (Mississippi 2015).

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Engineer Had no Duty to Warn

- Court stated only limited circumstances where engineer has duty to warn employees of the contractor or subcontractor of hazardous conditions.
- Engineer had one initial site visit and then a visit after the collapse.
- Court considered factors to determine if supervisory powers went beyond provisions of contract:
- (1) actual supervision and control of the work; (2) retention of the right to supervise and control; (3) constant participation in ongoing activities at the construction site; (4) supervision and coordination of subcontractors; (5) assumption of responsibilities for safety practices; (6) authority to issue change orders; and (7) the right to stop the work.

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Architect had no duty to inspect

Plaintiffs asserted architect had contractual duty to inspect the formwork and scaffolding before the subcontractor poured the concrete for the second-floor slab.

- Also asserted architect's conduct created a duty "to ensure the integrity of the concrete formwork."

- In rejecting these arguments the court quoted from the AIA B141 contract and said unambiguous contract language states architect not responsible for construction methods or safety precautions in connection with the work.

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- Court said: “the scaffolding was a means to build the project's second-story floor”, and “nothing in the contract made the architect responsible for ensuring that the engineer’s scaffolding design was adequate.”

- Court found architect had no contractual duty to inspect the scaffolding before the concrete was poured. Quoted the contract that stated the architect “shall visit the site at intervals appropriate … to determine that the Work when completed will be in accordance with the Contract Documents.”

- General authority to “reject” non-conforming work did not create a special duty, because the architect “had no authority to stop the work. Only [the owner] had the authority to *stop* work on the project.”

- Since Architect did not supervise work it had no duty to warn plaintiffs that scaffolding was inadequate.

Third Party Beneficiaries
&
Condo Claims

Design Professional Owes Duty to Third Party Condominium Unit Purchasers

- Condo association alleged negligent design resulted in several defects.
- Alleged that designers provided their services "knowing that the finished construction would be sold as condominiums."
- Alleged designers played an active role throughout the construction process, including coordinating efforts of the design and construction teams, conducting weekly site visits and inspections, recommending design revisions as needed, and monitoring compliance with design plans.
- California Supreme Court held architects designing condos owe duty of care to future homeowners even though they do not actually build the projects themselves or exercise ultimate control over their construction.

Beacon v. Skidmore, Owings & Merrill (211 Cal.App.4th 1301 (2014)

Designer not Liable for Implied Warranty of Habitability on Condo

- Condo association filed suit against a number of the parties involved in the design and construction of the condo complex, alleging breach of implied warranty of habitability.
- Association attributed air and water infiltration to latent defects in the design that were not discovered until 2007.
- Trial court dismissed suit against designer, and appellate court affirmed dismissal.

Board of Managers of Park Point at Wheeling Condominium Ass'n v. Park Point at Wheeling, LLC, 2015 IL App (1st) 123452

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- Court cited the principle that an architect does not warrant or guarantee perfection in his or her plans and specifications is long standing

- Court found implied warranty should be limited to subcontractors who were involved with the physical construction or the construction-sale of the property.

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- Court emphasized that implied warranty of habitability of construction arises between the builder-seller and the buyer because of their “unusual dependent relationship.”

- Court concluded that designer’s role in the design of the condominiums did not create such a relationship.

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Designers are not “workmen”

- Court rejected condo association's argument that DPs have an implied obligation to perform their tasks in a “workmanlike” manner.
- Citing to Black's Law Dictionary, the court noted a “workman” is a person who is “employed in manual labor, skilled or unskilled."
  - “Thus the term “workmen” does not include professional persons such as design professionals, and design professionals are not obligated to perform their professional services in a workmanlike manner.”
- **Contract Lesson**: Architects and engineers should be careful not to agree to contract provisions that require them to perform their services in a "good and workmanlike manner." While the phrase is seemingly innocuous, a court could find that it imposes a higher standard than the professional standard of care.

Negligent Misrepresentation - Claims by Contractor against Engineer

Economic Loss Doctrine

Contractor Sues Owner's Engineer for Negligent Misrepresentation

- Sub-subcontractor experienced numerous problems with steel erection, allegedly caused by engineer's defective design.

- Sub-sub submitted 81 change order requests; payment was stopped; and Sub sued owner's engineer for negligent misrepresentation of the adequacy of its design.

  Trial court dismissed suit for failure to identify specific negligent misrepresentations.

- Issue concerned application of Economic Loss Doctrine and the exception allowed by Section 552 of the Restatement (Second) of Torts for negligent misrepresentation claims.

Gongloff Contracting, L.L.C. v. L. Robert Kimball & Assocs., Architects and Eng'rs, Inc., 2015 Pa. Super 149 (Pa. Super. Ct. July 8, 2015)

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- Architects are subject to liability for Section 522 negligent misrepresentation claims" when it is alleged that those professionals negligently included faulty information in their design documents.

- "The design itself can be construed as a representation by the architect that the plans and specifications, if followed, will result in a successful project."

- " If, however, construction in accordance with the design is either impossible or increases the contractor's costs beyond those anticipated because of defects or false information included in the design, the specter of liability is raised against the design professional."

- Contractor was not required to explicitly pinpoint the specifics of the faulty design, *i.e.*, it was not required to identify an express representation by the engineer."

Engineer May Be Liable to Contractor for Both Breach of Professional Duty and Negligent Misrepresentation

- Engineer who prepares documents that contractors will rely on when preparing their bids owes duty of care to contractors, and can be held liable for both breach of professional duty and negligent misrepresentation.
- Before project was put out to bid, the engineer conducted geological studies and prepared reports describing the conditions on the project. Geotechnical Baseline Report ("GBR"), was furnished to bidders so they could estimate the cost of performing the work. The GBR indicated that "the majority of the subterranean region … was composed of stable soils suitable for HDD."

Apex Directional Drilling, LLC v. SHN Consulting Eng'rs & Geologists, Inc., 2015 U.S. Dist. LEXIS 105537 (N.D. Cal. Aug. 11, 2015).

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- Contractor encountered mud and flowing sands very different from the soils described in the GBR.
- When contractor reported these different conditions to city, the engineer “continued to maintain that the project was proceeding in the competent soils described in the GBR, and, on that premise, repeatedly gave Apex illogical instructions.”
- City, acting on the engineer’s recommendations, rejected change order requests and ultimately terminated the contractor.
- Contractor sued city for breach of contract and then filed a separate complaint against the engineer asserting claims for breach of professional duty and negligent misrepresentation.
- Engineer argued it did not owe the contractor a duty of care.
- Court found engineer owed the contractor a duty of care.

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- Court observed that in the context of a negligence claim seeking economic damages where there is no contractual privity, California courts use a six-factor balancing test to determine whether a duty of care exists.
- Factors are: **1)** the extent to which the transaction was intended to affect the plaintiff; 2) the foreseeability of harm to the plaintiff; **3)** the degree of certainty that the plaintiff suffered an injury**; 4)** the closeness of the connection between the defendant's conduct and the injury suffered; 5) the moral blame attached to the defendant's conduct ; and 6) the policy of preventing future harm.
- Court found that first, third and fourth factors favored imposing a duty of care, as the GBR was prepared for the purpose of establishing a baseline upon which the contractor would base its bid; mistakes in the GBR and the engineer's subsequent actions caused the contractor to suffer considerable losses.
- The court stated that because the duty was owed to "a specific, foreseeable and well-defined class", there would not be "unlimited liability to a nebulous group of future plaintiffs."

Code Compliance

Standard of Care May Exceed Code Requirements

- Tragic death of a two-year-old child who fell to his death from the third floor of Staples Center in Los Angeles.
- Parent's sued architect. Court dismissed based on statute of limitations applicable to "patent", easily discovered defect
- Parent's also claimed against the owner of the arena, arguing it negligently breached a duty of care owed to patrons.
- The appellate court reversed summary judgment for owner because foreseeable that someone would sit or stand on the shelf, and could suffer injuries or death from a fall.
- Even if the arena owner could prove it had conformed to building codes, that would not be a complete defense in a negligence action. The individual facts would have to be considered to determine what "reasonable care" required.

Henry Tang v. NBBJ, LP, 2014 WL 555163 (Cal. Appl. 2 Dist. (2014).

Failure to Design According to the IBC Was Not Grounds for Breach of Contract Suit, but Could be Negligence Action

- IBC was applicable design criteria but not explicitly referenced in the contract that required engineer's services be provided "in a manner consistent with the standards of care and skill exhibited in its profession for projects of this nature, type and degree of difficulty."
- Court noted that this provision simply incorporated the common-law standard of care for a professional into the contract.
  - Even if ordinary obligations related to professional's standard of care are made express terms of contract, that does not remove violation of the obligations from the realm of negligence, nor does it convert a malpractice claim into a breach of contract claim.
- Held: Breach of contract claim based on violation of contract provision would simply duplicate the malpractice claim.
- *Mary Imogene Bassett Hospital v. Cannon Design, Inc*. ,127 A.D.3d 1377 (2015).

Contractor's Code Violation Does Not Create Negligence Cause of Action by Subsequent Homeowner

- Subsequent (non-original) homeowner may not bring negligence suit against homebuilder for economic losses arising from latent construction defects when no physical injury to persons or property.
- Builder's violation of building code did not give rise to a public-policy based tort duty.
- Court finds purchasers were not within the class of persons protected by the public policy framework that mandates specific design and construction standards for safe residential construction.

Sullivan v. Pulte Home Corp., 237 Ariz. 547 (2015).

See next several slides

- Expert for subsequent owner concluded that retaining wall was constructed without proper structural and safety components, including footings, rebar, and adequate drainage and grading.
- Court considered the city "Building Code" that specified its purpose as "provid[ing] minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures ...."
- The court pointed out that this same section of the Building Code specifically disclaims any intent to protect or benefit a particular group or class, stating:
  - "[T]he purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code."

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- Court concluded:

  “The [homeowners] have no contract with Pulte, and they concede that no duty arises from a relationship between the parties.

  Although licensed contractors are subject to discipline for, inter alia, ‘departure from or disregard of ... any building code of the state or any political subdivision of the state in any material respect,’ [ ], this regulatory provision does not support imposing public policy-based tort duties in favor of subsequent property owners asserting economic loss.

  Professional codes frequently establish standards for licensees that do not give rise to private causes of action.”

Slander & Liable Suits against Designers

"Or Equal" Vendor Allowed to Sue Designer for Rejecting Equipment

- For construction of athletic field the GC chose a vendor of artificial turf that the a/e rejected as not meeting the design specs.
- Court concerned that architect allegedly "used specifications that were narrowly drafted to specifically favor A-Turf and did so despite protests from plaintiff" on at least two additional projects.
- Court concerned that the plaintiff's product had been successfully used for identical purposes on numerous sports facilities.
- "Plaintiff contends that [Architect] was in contact with A-Turf and plotted ways to favor A-Turf while excluding plaintiff and other competitors."
- This would be "*disguised sole source*" bidding.

Chenango Construction v. Hughes Associates, 128 A.D.3d 1150, 8 N.Y.S 3d 724 (2015).

Conditional Privilege Protected Designer from Contractor Defamation Suit

- Homeowner hired professional firm to investigate the cause of their leaky roof, and based on investigator's report that roof had been installed over soaking wet fiber-board roof insulation, the homeowner sued the roof installer, who in turn brought a third-party defamation claim against the investigator, asserting that his statement concerning the installation of the roof was false and defamatory.
- Court found report included statements of "fact" and not just "professional opinion."
- But court found statement was conditionally privileged and the investigator did not act with reckless disregard for the truth so as to waive the privilege.

Downey v. Chutehall Construction, 19 N.E. 3d 470 (Mass. 2014).

Indemnification

When does Statute of Limitations Period Begin to Run on an Indemnification Action?

- GC entered into settlement with plaintiff who had been injured when diving into swimming pool several years after construction was completed.
- GC and its insurance carrier sued the subcontractor to recover their settlement costs.
- Sub moved for summary judgment, arguing statute of limitations for enforcing the indemnity agreement had lapsed.
- Held: Statute of limitations does not accrue for indemnity action when the original accident occurs, but rather when tort defendant pays judgment or settlement to which he is entitled to be indemnified.

Valley Crest Landscape Development v. Mission Pools of Escondido, Inc., 189 Cal. Rptr. 3d 259, 238 Cal. App.4th 468 (2015).

Indemnity Clause Void & Unenforceable Because Sub was not Sole Cause of Damages

- Condo indemnification clause stated subcontractor responsible for indemnifying Prime for damages caused "in whole or in part" by the sub.

- Held: North Carolina anti-indemnity statute made the clause unenforceable.

New Bern Riverfront Development v. Weaver Cooke Construction, LLC, 515 U.S. Bankruptcy Court, Raleigh Division (2015).

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- Court declined to apply the saving language that introduced the contract clause with:
  - "To the fullest extent permitted by law," to "blue line" the clause to pare it down to what would have been allowed under state law.
- Only indemnity language requiring the sub to indemnify others for claims to extent caused by indemnitor would be enforceable.
- Since the prime contractor's pleadings asserted negligence on the part of multiple subs (and there was even evidence that the prime itself was partly at fault), court held there was no subcontractor duty to indemnify the prime.

Incorporation by Reference: Flow Down Clauses

Flow Down Clause in Subcontract Limited the Incorporation of Design-Build K Terms and Conditions

- Sub filed summary judgment motion asserting that prime contract's limitation of liability (LoL) clause, incorporated into the subcontract through a flow-down clause, limited prime's ability to recover damages from subcontractor.
- Trial court granted the motion on the basis that the LoL clause in the prime contract applied to the subcontract by virtue of a flow-down clause.
- Reversed on appeal. Held: Prime contract LoL clause did not flow down to the benefit of the subcontractor.

Centex/Worthgroup, LLC v. Worthgroup Architects, L.P., 2015 WL 5316873.

See next several slides.

- The subcontract included a flow-down clause, which stated:
  - Worthgroup [the subcontractor] shall, except as otherwise provided herein, have all rights toward Centex which Centex has under the prime contract towards the Owner, and Worthgroup shall, to the extent permitted by applicable laws and except as provided herein, assume all obligations, risks and responsibilities toward Centex which Centex has assumed towards the Owner in the prime contract with respect to Design Work.
- Subcontract included a general liability clause making sub responsible for any redesign costs and additional construction costs required to correct its errors and omissions.

See next slide

- How the court explained it:
- Under the prime contract, Prime's liability to Owner for design defects was limited to the proceeds of the subcontractor's errors and omissions insurance.
  - The limitation of liability would not flow-down to the benefit of the subcontractor, however, because a provision of the subcontract specifically addressed the allocation of liability of the subcontractor's liability to Prime.
- Subcontract stated the sub would be liable for any redesign and additional construction costs required to correct the subcontractor's errors or omissions.
  - No mention in subcontract was made of any limitation upon that responsibility.

Piercing the Corporate Veil

Architect/Owner of Corporation Individually Liable

- Sole shareholder of an incorporated architectural firm was held jointly and personally liable to pay a judgment awarded against the corporation.

- Firm was grossly undercapitalized and the individual had been using the firm "as a mere instrumentality or as his alter ego." "He did not observe the 'required corporate formalities'."

Green v. Ziegelman, 2015 WL 2142690 (Michigan 2015).

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- Court says: “The fact that [the corporation] was entirely dependent on [individual architect’s] support to continue its operations-such as they were—also strongly suggests … that [the corporation] existed merely to serve as [architect’s] alter ego.”

- “There was also evidence that [architect] had not properly maintained [the corporation’s] corporate formalities over the years. He did not keep minutes for any meetings of shareholders, directors, or officers.”

- He also did not formalize transactions in which he and another entity loaned money to the corporation. “The lack of formality … suggests that [architect] himself disregarded [the corporation’s] separate existence whenever it was convenient or suited his needs, but asserted its separate existence when it benefited him personally, such as for tax purposes.”

Notice Requirements Imposed by Contract

Failure to Give 10-Day Notice to Government Deprives Design-Builder of Right to Recovery

- Contract required Kr to notify government, in writing, of any excusable delays within ten (10) days after the contractor learned of the delay.
- Because Kr failed to provide the ten-day notice that it was encountering excusable delay, court found it could not later argue its delay was excusable.
- A termination for default was, therefore, found to be appropriate.

Lake Charles XXC, LLC . United States, 118 Fed.Cl. 717 (2014).

See next slide

The court explained that notice provisions in government contracts are generally liberally construed, but in this case:

"The [notice] requirement is not meaningless, however, because giving notice within ten days allows an investigation contemporaneous with the events. In this case, the record does not reflect the government's independent knowledge of the problems facing plaintiff or that notice was constructively provided by other means."

Professional Liability Exclusion in CGL Policy

Court Applied 'Professional Liability Exclusion' so Carrier had no 'Duty to Defend' Designer Under CGL Policy

- An architectural firm was sued by former client for improper building design and inadequate coordination with builders during construction.
- Architect sought legal defense from its CGL carrier who refused -- citing the "professional- liability exclusion" provisionin the policy.
- Insurer argued no duty to defend because allegations against the architect concerned the rendering of professional services.
- Architect argued the allegations were of mere “general negligence” and not specifically “professional negligence.”
- Court looked at the factual allegations and concluded they were of “professional negligence.’ Held for insurance company.

Wisznia Co., Inc. v. General Star Indemnity Co., 759 F.3d 446 (5th Cir. 2014).

Dispute Resolution

Choice of Law & Forum Selection Clause Unenforceable in California

- Project in California.
- Architect's agreement with landscape design subconsultant required all disputes be resolved by Texas courts applying Texas law.
- Cal. appellate court held forum selection clause unenforceable as contrary to a California code and public policy.
- Pay-if-paid clause enforceable under Texas law.
- California law, however, makes such clauses unenforceable.
- Choice of law and forum make a big difference in the outcome in this dispute.

Vita Planning and Landscape Architecture, Inc. v. HKS Architects, Inc., 240 Cal.App.4th 763 (2015).

What is Effective Date of Engineer's Lien?

- Engineer's lien that was filed two years after commencement of the contractor's construction of a project was not entitled to priority over a mortgage holder's lien that was filed when construction first commenced.

- Court focused on language of the state's lien statute that specified that an engineer's lien does not attach unless and until the lien is duly filed of record with the circuit court.

Crafton, Tull, Sparks & Associates v. Ruskin Heights, LLC, 453 S.W. 3d 667 (Ark. 2015).

Certificate of Merit

Affidavit of Merit must be from Like-Licensed Professional

- As of 2015, about a dozen states have passed "Certificate of Merit" laws establishing threshold requirement for filing professional negligence claims against design professionals, e.g. expert affidavit.

- Court held that affidavit of merit must be from a professional having the same kind of professional license as the defendant who is being accused of negligence.

- Court noted that architects and engineers are designated separately in Section 26 of the law and that this was consistent with the fact that there are different licensing laws for architects and engineers.

*Hill International v. Atlantic City Bd. of Educ.,*438 N.J. Super. 562 (2015)

Proving Damages

(Condo HOA case)

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Condo Suit Dismissed where Expert Provided Damage Estimates – not Actuals

- Experts failed to present detailed evidence of the various elements of the damages claimed, and one expert failed to demonstrate his qualifications to testify.
- Broad estimates of damages, even though based on R.S. Means, were not sufficient to take the matter to jury, where no detailed analysis of each of the 23 elements of a claim.
- One expert's report lacked sufficient disclosure of the method and calculations that formed the basis of the report
- Other expert was, by his own admission, not qualified to provide cost estimates relating to this other opinions concerning structural defects.
- Decision demonstrates importance of presenting qualified damage experts to present detailed analysis of actual costs for each claim element.

Inn by the Sea Homeowners Assoc. v. Seainn, LLC, 170 So.3d 496 (Miss 2015)

Copyright Infringement

Condominium: Copyright Infringement is Hard to Prove

- Evidence of "Substantial Similarity" in Designs is Required.

- Projects incorporated 9 of the same concepts, but insufficient evidence that the two designs have

  a similar overall form, or

  arrange or compose elements and spaces in a similar manner.

Humphreys & Partners Architects v. Lessard Design, Inc., 790 F.3d 532 (4th Cir. 2015).

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Where no evidence of direct copying, the “plaintiff may prove copying by circumstantial evidence that shows:

1) the alleged infringer had access to the work and

2) that the supposed copy is substantially similar to the author’s original work.”

To show “substantial similarity”, plaintiff must establish the two works are both “extrinsically” and “intrinsically” similar.

“Extrinsic inquiry” is objective. Looks at external criteria of substantial similarity between the works.

“Intrinsic inquiry” looks to the “total concept and feel of the works.”

- Plaintiff's expert affidavit stated:

  "The two designs have an extrinsic similarity in that the ideas and expression of the ideas used in the projects have substantial similarities, ... including such things as building floor plan layout, exit circulation, building size, and composition of the major elements that make up the exterior expression of the designs."

- The expert also listed nine features shared by both designs—for example, the stairwells in both designs are located adjacent to elevator lobbies—and stated that these characteristics are "examples of the arrangement and composition of spaces and elements that represent substantially similar features …."

- Court held:

  The mere presence of these nine features in both buildings does not create an issue for trial because the plaintiff did not, and could not; claim “any protectable interest in any individual component” of the Grant Park design.

- The court found the expert also failed to explain how specifically the two designs were similar in their floorplans, exists, sizes, or arrangement of individual elements.

- The expert’s conclusory assertions were found by the court to be, as a matter of law, insufficient to show that any aspect of the defendant’s project was substantially similar to a protected element of the plaintiff’s design.

Questions? Use the Chat box Please.

And after Presentation, feel free to call:

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