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A MECHANIC'S LIEN IN SEARCH OF AN OWNER

The "mechanic's lien" is well-known in the construction industry as a tool contractors can use to get paid for their work when payment does not appear to be forthcoming. Although it can be called many different things depending on the circumstances and depending on who is asserting the lien (materialman's lien, supplier's lien, laborer's lien, design professional's lien, or even artisan's lien), the hallmark of the lien is that it is asserted against the owner of the property the contractor worked to improve.

So who is an "owner" of the property anyway? While the answer to this question is obvious in the majority of situations, pipeline projects in Pennsylvania's shale gas region can pose novel questions that have not been contemplated by the legislature and the courts. One such question facing the courts now deals with a subcontractor's ability to lien an easement granted by the real property owner to the owner/operator of a pipeline.

In order to understand the issue facing the courts, it is helpful to understand how mechanic's liens work in Pennsylvania. A mechanic's lien is a legislatively-created security interest in the title to real property. It operates as a "cloud" on title limiting the owner's ability to sell or otherwise use the property until the lien is satisfied. It is a remedy for a contractor or a subcontractor who improves the property when the owner fails to pay for the improvement. Although the concept of a mechanic's lien dates back to the Roman Empire, the modern version of the lien was Thomas Jefferson's idea to encourage new construction in

Washington, D.C.

In Pennsylvania the mechanic's lien generally has priority over most liens on the property, and even survives foreclosure or sale of the property. It does not matter if the owner has already paid the general contractor; if the subcontractor is not paid, the subcontractor can assert the lien forcing the owner to effectively pay for the project twice. For these reasons, the mechanic's lien is a powerful tool for construction contractors to ensure that they are paid for projects that they undertake.

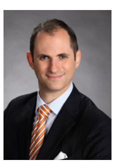
In order to prevent abuses of this tool and to ensure that it is only used in the manner contemplated by the legislature, Pennsylvania mechanic's lien law requires strict adherence to its requirements. Procedurally, a subcontractor must first give notice to an owner thirty days before the lien claim is filed, and the claim of lien must be filed within six months of the last date of the contractor's work. The subcontractor then has one month to serve notice of the filing on the owner. Proof of that service in the form of an affidavit of service must then be filed within twenty days. Any failure to follow these steps can result in a dismissal of the lien.

Additionally, the Pennsylvania Mechanic's Lien Law requires a lien to state "such description of the improvement and of the property claimed to be subject to the lien as may be reasonably necessary to identify them." In order to be effective, the statement of the mechanic's lien must contain both a description of an actual improvement and a description of the real property that was improved. The requirement of an adequate description is based upon the general principle that a lien can only attach to the actual property that was improved and not to that property which was not improved. Where a lien claim fails to include an adequate description, the claim is defective.

While it seems simple to identify the real property where the improvement was constructed or repaired, Pennsylvania's mechanic's lien law only permits the estate or title of the owner of the property to be subject to a lien. An "owner" is defined in the statute as "an owner in fee, a tenant for life or years or one having any other estate in or title to property." In the context of the oil and gas industry, real property owners often grant easements to pipeline operators who, in turn, hire contractors and subcontractors to construct the pipelines. An "easement" is a "liberty, privilege, or advantage which one may have in the lands of another." Thought of another way, it is a publicly recorded promise to allow (or prevent) one from using the land in a certain way. Without question an easement may impact an owner's ability to use or sell real property, but as explained by Pennsylvania's Supreme Court, an easement "cannot be an estate or interest in the land itself." Clements v. Sannuti, 51 A.2d 697, 698 (Pa. 1947).

Our long standing understanding of the legal status of an easement is currently being tested by the vast amount of recent pipeline construction in our state. Our courts are currently grappling with several questions which could change or clarify how we apply our mechanic's lien law. For example, if an easement is not an estate or interest in the land itself through which a pipeline is constructed, may a contractor or a subcontractor file a mechanic's lien against the owner of the easement interest in the land? To put it another way, assuming a pipeline is an improvement of real property, and an easement allows a contractor to improve real property for the property owner, must contractors and subcontractors who wish to assert liens do so against each of the fee simple owners of the real property through which the pipelines are built? If our courts answer this last question affirmatively, then how will contractors apportion their work for each of the owners? It may not be possible for a contractor to be able to allege that a specific sum remains unpaid for a specific amount of work on a specific landowner's property. Landowners should not be subject to liens for sums owed for work which was not performed on their property.

For contractors, figuring out how to get paid remains just as important as how to land work, and with our local pipeline construction industry having bloomed and matured in recent years (despite current market conditions), we have seen numerous issues arise which have not previously been addressed by our courts. Given the current uncertainty, many owners and contractors have avoided the use of mechanic's liens by contractually agreeing to other forms of payment guarantees, but many others have not. For those contractors that have attempted to assert liens or who may be forced to attempt to do so in the future, and the property owners who must respond to those liens, we expect the law to change and hopefully clarify in the near future.



FOR MORE INFORMATION, CONTACT PHILLIP R. EARNEST AT PRE@PIETRAGALLO.COM OR CHRISTOPHER E. BALLOD AT CEB@PIETRAGALLO.COM.

Temporary Construction Workers May be Considered Employees under Title VII and the PHRA

Do you use employment agencies to supply your workers? Are you doing so, in part, to help avoid liability and limit your exposure? If so, you need to be familiar with the recent case of Faush v. Tuesday Morning, 995 F. Supp.2d 350 (E.D. PA 2014) which found that the Employer was subject to suit from its temporary workers for discrimination claims under Title VII of the Pennsylvania Human Relations Act ("PHRA").

In Faush, Tuesday Morning contracted with Labor Ready staffing service to provide them with temporary workers. Faush was sent to a Tuesday Morning store by Labor Ready to stock shelves. Faush claimed that while working at Tuesday Morning, he and other African-Americans were accused of stealing. In a second incident, a white employee of Tuesday Morning allegedly referred to the African-Americans with a racial slur. Finally, Faush claimed that a Tuesday Morning supervisor would not allow him and the other African-Americans to work out on the retail floor due to "loss prevention" measures. Faush and the other African-American workers were subsequently terminated. Faush then sued Tuesday Morning for discrimination under Title VII and the PHRA. Specifically, Faush alleged that he was terminated by Tuesday Morning because of his race in violation of Title VII and the PHRA. Faush claimed he was damaged by the denial of the benefit of a contractual relationship with Tuesday Morning as a result of its intentional discrimination.

U.S. District Judge Luis Felipe Restrepo of the Eastern District of Pennsylvania granted Tuesday Morning's motion for summary judgment. Judge Restrepo found that Plaintiff, Faush, had never applied for employment with Tuesday Morning and had never been paid any wages or provided any employment benefits by Tuesday Morning. Labor Ready was solely responsible for setting the pay rate and paying the wages of the temporary employees. Tuesday Moring asserted that it never had the authority to terminate Faush's employment with Labor Ready. Judge Restrepo found that Faush was not entitled to relief under Title VII and the PHRA because Faush was not an employee of Tuesday Morning and had never entered into a contract with Tuesday Morning.

The U.S. Court of Appeals reversed and found that enough factors existed such that summary judgment should not have been granted in Tuesday Morning's favor. In support of this finding, the court found that even though Faush was indirectly paid through Labor Ready, Tuesday Morning had the power to demand replacement employees for any reason and controlled the day to day duties of the temporary workers. The court found that a rational jury could find that Faush and Tuesday Morning had a "common-law employment relationship" and that Faush was Tuesday Morning's employee for purposes of Title VII and the Human Relations Act.

The court commented that "unlike a contractor relationship, in which an agency is hired to perform a discrete task and oversees its employees' work in the completion of that project, the Labor Ready employees were hired on an hourly basis to perform services under the supervision of Tuesday Morning management, which exercised control over the temporary employees daily work activities."

The Faush opinion serves as a reminder of how difficult it is for Employers to distance themselves from potential liability by using temporary workers. For purposes of Title VII and the PHRA, the best practice is to ensure that the protections offered by these statutes are made available to both employees and temporary workers alike.

FOR MORE INFORMATION, CONTACT MARY G. MARCH AT MGM@PIETRAGALLO.COM

THE CHANGING LANDSCAPE OF FIDUCIARY LIABILITY AND INCREASED RISK OF LIABILITY FOR COMPANIES AND THEIR OFFICERS

As baby boomers and others nearing retirement begin to scrutinize their 401(k) plans more closely, companies and their chief financial officers, general counsels, and human resources directors who act as plan fiduciaries are receiving a tremendous amount of attention. The heightened scrutiny of companies and their officials by governmental agencies and the plaintiffs' bar has led to increased risk and liability for corporations and their officers for breaches of fiduciary duties with regard to their plan administration. This article provides a brief overview of the seminal cases and rulings shaping fiduciary liability and provides guidance for fiduciaries as they attempt to minimize their exposure, while protecting their administrative plans and company assets.

Fiduciary Risk Landscape – State of Current Affairs

While some jurisdiction and oversight for administration of 401(k) plans is placed with the Securities and Exchange Commission and the Internal Revenue Service, the Department of Labor (DOL) has separate and overlapping jurisdiction, and has recently been extremely active with regard to auditing, investigating, and prosecuting cases involving 401(k) plans that do not comply with fiduciary standards.

These efforts by the DOL began a few years ago and have intensified in their scope and coverage. http://www.dol.gov//ebsa/pdf/fffy15agency results.pdf. For instance, in 2015, the DOL hired an additional 1,000 staff members to enforce upcoming audits. In addition, the EBSA arm of the DOL recovered close to 700 million dollars in 2015 for direct payment to plans, participants, and beneficiaries. Id. This governmental oversight is not just targeting the companies themselves, but also their respective individuals serving as fiduciaries of the plan.

Plaintiff's Bar

Naturally, where there is government investigation and oversight, one can usually find the plaintiffs' bar; and the area of fiduciary liability for administration of 401(k) plans is no exception to this principle. Over the past few years, there has been an abundance of claims and suits particularly in the excessive fee claims area. Last month, Boeing settled its excessive fee class action for $57,000,000. This case was filed in 2006 and litigated for over nine (9) years. Attorneys' fees and costs for the plaintiffs' class counsel alone approximated $20,000,000.

While the DOL and Plaintiffs' Bar originally targeted primarily large companies and plans, there has been a recent focus or shift to investigations and claims of smaller and mid-sized companies: Review of claims from the years 2013 through 2015 shows several claims, investigations, or findings each month against small and mid-sized companies, in amounts ranging from tens of thousands of dollars to millions of dollars. http://www.dol.gov//ebsa/pdf/fffy15agency results.pdf

ERISA Law and Seminal Cases

Fiduciary responsibility for 401(k) plans is governed by ERISA. Specifically ERISA § 404

(a) requires plan fiduciaries to act prudently when managing plan assets. Known as the "prudent process," this section imposes a standard that requires fiduciaries to take actions that a prudent person acting in a like capacity and familiar with such matters would use in similar facts and circumstances. The issue of fiduciary discretion and what it means, however, is not explicit in the ERISA statute and has become a creation of case law.

In ***LaRue v. DeWolff***, a seminal case from 2008, the Supreme Court determined that retirement plan participants are able to sue for a breach of fiduciary duty. See, LaRue v. DeWolff, Hoberg & Associates, Inc., 552 U.S. 248 (2008). In LaRue, the employer failed to follow the participant's directives with regard to carrying out specific investment instructions from the participant. LaRue, the plan participant, alleged a loss of $150,000 as a result of the failure to carry out his instructions regarding his investment. The Supreme Court found that the breach of fiduciary duty related to the failure to carry out the participant's instructions was misconduct prohibited by ERISA. The specific issue of significance in LaRue was that a single plan participant was able to bring a claim against the plan sponsor for losses specific to that individual rather than to the entire plan as a whole. As the Court noted, whether a plan participant's account equates to 1% or 99% of the total plan fund, a single participant still has a legal right to recovery under ERISA. Thus, LaRue opened the gate to expose plan sponsors and fiduciaries to potential liability for losses experienced by individual plan participants.

Tibble v. Edison International was recently decided by the Supreme Court earlier this year on fiduciary liability. See Tibble v. Edison Int'l, 575 U.S. __ (2015). Tibble involved a participant suit filed against the company and its plan fiduciaries where the plan in question offered multiple retail-class mutual funds which were more expensive than their institutional alternatives involving the same funds. The Supreme Court confirmed a fiduciary's obligation to review all investments and remove imprudent ones. This ruling was significant not only with regard to the requirement that fiduciaries remove 'imprudent investments,' but also with regard to a fiduciary's duty to monitor. Until Tibble, investment decisions made six years prior to the filing of a participant claim were barred by ERISA's six-year statute of limitation period. However, the Supreme Court in Tibble ruled that the statute of limitation begins at the last point when the plan fiduciary failed to properly monitor their investment, not at the time they first selected them. This ruling essentially makes the statute of limitation an evergreen statute creating a continuous monitoring requirement for plan fiduciaries.

Recent case-law has also established an example of a required prudent process in benchmarking as one part of fiduciary duties. A New York District Court in ***Leber v. Citigroup, Inc.*** determined that plan participants had a valid claim to pursue when raising the issue of a breach of duty by various fiduciaries when Citigroup utilized some of its own affiliated mutual funds for its 401(k) plan which charged higher advisory fees than funds offered by other companies. See Leber v. Citigroup, Inc., 2011 WL 5428784. In Leber, Citigroup's committee of plan fiduciaries transferred millions of dollars of plan funds from third party funds into Citigroup affiliated funds without seeking approval from plan participants. The investment funds into which the plan money was transferred had substantially higher investment advisory fees than comparable Vanguard funds. Notably, the court in Leber found that Section 404 of ERISA provides sufficient ground for plan participants to bring a claim where plan fiduciaries move plan funds to investment funds with higher advisory fees compared to other available investment funds. Leber illustrates the liability risk placed upon plan sponsors and fiduciaries with regard to monitoring and comparing investment advisory fees of the investment funds offered to plan participants.

Another often discussed and somewhat controversial case in the area of fiduciary liability is the Ninth Circuit case of Tussey v. ABB, Inc. 746 F.3d 327 (2014). This case was one of fifteen cases filed in 2006 by a single law firm targeting large employer plans for excessive fees paid for 401(k) plan services. The issue in Tussey was whether ABB, the plan's employee benefits committee, and Fidelity, who served as recordkeeper, mutual fund provider, and investment advisor, violated their fiduciary duties to the plan and its participants. This case was significant as it was the first excessive fee case to award significant damages in the amount of nearly $37,000,000. The case was litigated for six years and tried before the District Court, was then appealed and litigated for two more years. The District Court held the company liable and found their primary lapse was for not following their detailed investment policy statement. The District Court also found numerous deficiencies in ABB's fee monitoring procedures, as well as the fee arrangement between ABB and Fidelity. On appeal, the case was reversed in part, affirmed in part, and remanded for further proceedings. Despite the complicated procedural history of Tussie, most experts agree that fiduciaries who do not review and follow a good investment policy statement and make adjustments are especially vulnerable to claims for excessive fees.

Tibble and Tussey demonstrate that fiduciaries must focus on their conduct preceding their investment decisions, not the results of those decisions. They must employ prudent processes which reveal their transparency and the avoidance of conflict of interest. Fiduciaries must document their investment decisions and provide a reasonable rationale for those decisions at the time they are made. Finally, while performance is not a ground for breach of fiduciary duty, companies and individuals acting as fiduciaries must know that they will be subject to increased scrutiny when their performance is subpar. Plan fiduciaries must exercise prudence when making investment related decisions by (1) engaging in thorough investment policy and investment decision processes; (2) following the terms of the company's own investment policy; and (3) thoroughly documenting the basis for all investment decisions.

In sum, fiduciary and sponsors cannot always avoid DOL investigations and participant lawsuits. However, if the proper steps are taken and prudent processes are in place, investigations and suits need not result in liability.

FOR MORE INFORMATION, CONTACT ROBERT J. D'ANNIBALLE, JR. AT RJD @PIETRAGALLO.COM, KOLEEN S. KIRKWOOD AT KSK@PIETRAGALLO.COM, OR ERICA M. YACOVIELLO AT EMY@PIETRAGALLO.COM.

10 TERRIFYING QUESTIONS FOR 401(K) PLAN SPONSORS

(1) **Why does your company offer a 401 (k) plan and are you meeting your objectives?**

Recruiting new employees, retaining employees, remuneration to employees.

(2) **Do you know your 401(k) plan fiduciaries?**

Recall that every plan has to have at least one named fiduciary, and there can be functional fiduciaries where one exercises control regarding the management of an employee benefit plan or disposition of its assets.

(3) **Have all of your plan fiduciaries read and gained an understanding of the plan documents?**

ERISA Section 404(a) requires that plan fiduciaries abide by plan documents. Thus, a fiduciary must read and completely comprehend the plan documents as a first step to comply with the law.

(4) **Do you have the appropriate Section 412 bond?**

ERISA Section 412 requires that every plan be bonded in an amount not less than 10% of plan funds, but generally not to exceed $500,000.

(5) **Do you have insurance?**

Plan fiduciaries are exposed to personal liability and Section 412 bonds may be inapplicable or inadequate in addressing an alleged breach of fiduciary duty. Therefore, fiduciary liability insurance coverage is necessary.

(6) **Is your plan a 404(c) plan?**

If your company provides a plan under 404(c) whereby it provides a pool of different funds from which your participants select investments, you are responsible for choosing the universe of funds and educating the participants as required. If you comply with 404(c) requirements, you are not responsible for the participants' specific allocation.

(7) **Do you have a vendor selection process in place for retention and review?**

ERISA permits fiduciaries to delegate to professionals, but they must do so prudently in regard to selection, retention, and fees and expenses and have a well-documented process in place to document compliance.

(8) **Do you conduct regular investment committee meetings and prepare minutes to reflect issues discussed and actions taken?**

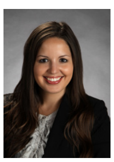
The Section 404(a) duty of prudence can best be served by a well-documented, effective process.

(9) **Do you regularly benchmark your investment options in regard to performance, fees and expenses?**

The Section 404(a) duty of loyalty includes defraying reasonable fees and costs and acting for the exclusive benefit of plan participants and their beneficiaries. A well-documented process in this regard is necessary and must go beyond just performance comparisons, and include fees and expenses.

(10) **Do you compare the effort expended in providing health care benefits to the effort your company puts into providing 401(k) benefits?**

For benchmarking and comparison purposes, an interesting examination may be the efforts put forth by your company in selecting a health care plan when compared to the efforts in selecting a 401(k) plan. After all, there are no fiduciary duties or personal liability involved in selecting a health care plan, and, more importantly, health care plans mainly put company funds at stake. In contrast, 401(k) plans involve fiduciary duties, and notably, involve participant funds. Thus, where participant funds are at stake, your company must put in sufficient time and effort, which should be at least as much as, if not more than, that put into health care plans.

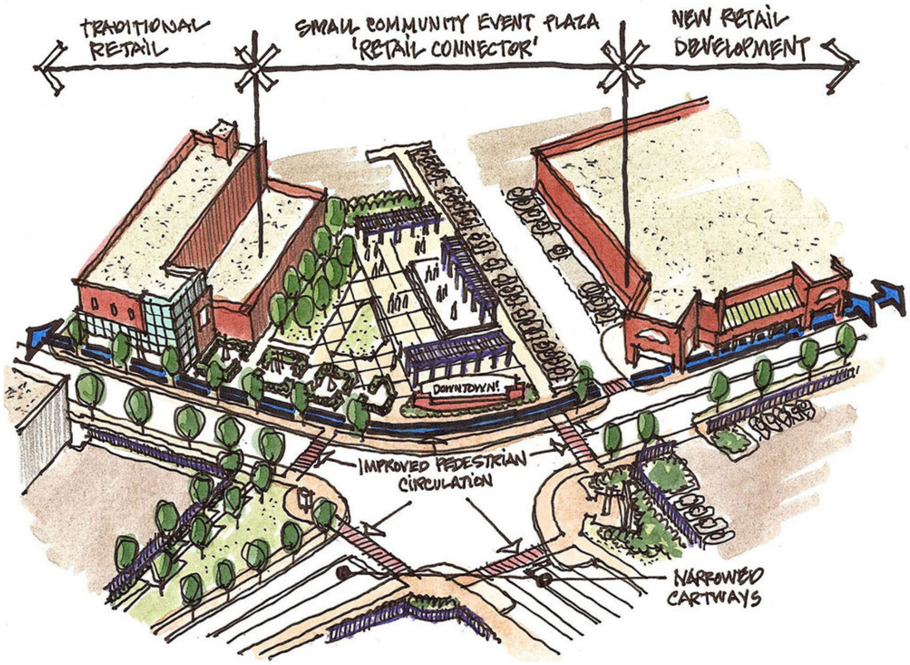
FOR MORE INFORMATION, CONTACT ROBERT J. D'ANNIBALLE, JR. AT RJD@PIETRAGALLO.COM, OR ERICA M. YACOVIELLO AT EMY@PIETRAGALLO.COM.

McKees Rocks Redux

Frank Lloyd Wright once quipped, "Doctors bury their mistakes, Architects plant ivy." But what do urban designers do with the disproved utopian theories of midcentury that are still haunting our downtowns? You need more than ivy to cover up the mistakes of heroes like Le Corbusier, Oscar Niemeyer, and Frank Lloyd Wright. Each of them attempted to superimpose their modernist theories of architecture on cities and the tenets of urban design. And with a few exceptions, the results were disastrous.

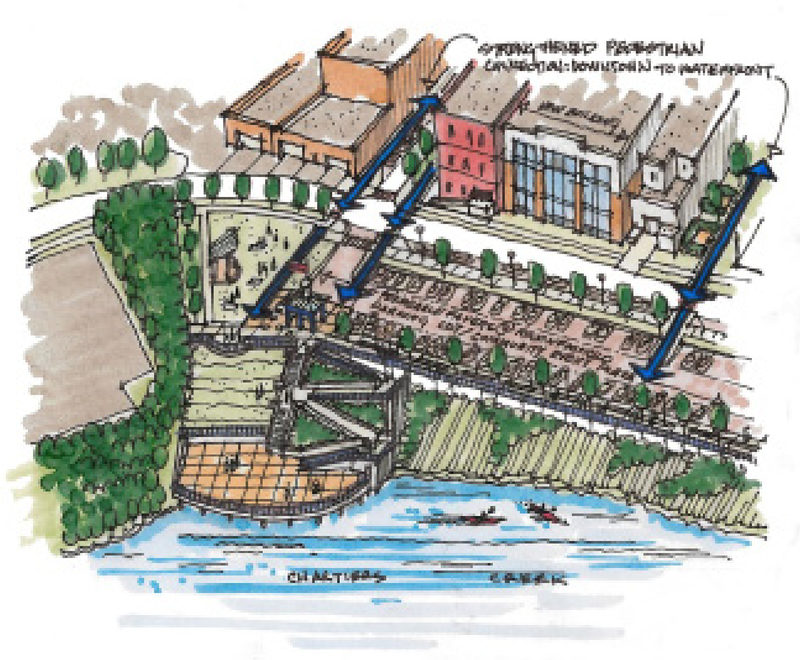
Here in Pittsburgh, the most obvious example of such planning efforts was the Lower Hill District. Local city officials and planners used Bob-Moses-like eminent domain to take site control of the business district and heart of the Hill District, a once thriving, African American community. The centerpiece of the redevelopment was the Civic Arena.

Although a highly innovative engineering marvel of its era, the Arena was a totally self-referential design that disengaged the community and displaced more than 8,000 neighborhood residents. Further exacerbating the disengagement were the acres of surface parking, the creation of super-blocks, and the insertion of a new highway that bisected the neighborhood and divided it from the city. The I.M. Pei designed City View Apartments, a 26-story building added in 1964, did little to improve the situation. The Situation in the Lower Hill District is looking up, however, with the City's recent commitment to redevelop the neighborhood and strive to undo some past damage.



In the 1970s, my father, Richard Glance, AIA, AICP was commissioned to design a new streetscape for McKees Rocks and their downtown district along Chartiers Avenue. During the design process, one of the loudest voices at the table was PennDOT, who insisted the design include narrowed sidewalks, multi-lane, one-way streets, and a sea of surface parking lots. Unlike most of the projects of its day, however, Richard Glance convinced PennDOT to allow him to add street lighting, street furniture, crosswalks, and parallel parking, incorporating some pedestrian friendly features to the car-centric design. Despite the best efforts of the plan, the PennDot-mandated designs had a reverse effect on the town's revitalization, and Chartiers Avenue further fell into disrepair and disinvestment.

In 2014, Taris Vrick, Executive Director of the McKees Rocks Community Development Corporation hired my firm, LGA Partners, to revisit my father's 30 year-old streetscape. This time around, PennDOT was receptive to a more pedestrian friendly concept; namely, reduce the cart-way, restore two-way traffic to Chartiers Avenue, create curb-extensions and cross walks, and create a new urban park that engages Chartiers Creek. We replaced aging street furniture and lighting, and designed a new, pedestrian-friendly face for the railroad tunnel that currently segments the downtown district.



It is not often architects can revisit a project that was completed in a very different era with very different theories. Having the chance to both improve a local community and readdress my father's design work has been a gratifying experience.

JONATHAN GLANCE, AIA, RA, NCARB, OF LGA PARTNERS

Design Professionals Beware / Pennsylvania Appellate Courts construing Bilt-Rite Case

In previous issues of the Construction Legal Edge we reported on case law arising under Bilt-Rite Contractors, Inc. v. Architectural Studio, 866 A.2d 270, 287 (Pa. 2005), where the Pennsylvania Supreme Court held that a building contractor can maintain a claim for negligent misrepresentation against a design professional without privity of contract for damages incurred as a result of relying on misrepresentations in design documents. The Supreme Court stated:

[W]e hereby adopt Section 552 [of the Restatement (Second) of Torts] as the law in Pennsylvania in cases where information is negligently supplied by one in the business of supplying information, such as an architect or design professional, and where it is foreseeable that the information will be used and relied upon by third persons, even if the third parties have no direct contractual relationship with the supplier of information.

In that case, the Supreme Court also carved out an exception to the economic loss doctrine, which precludes a cause of action for negligence that results solely in economic damages unaccompanied by physical injury or property damage. See, Excavation Technologies v. Columbia Gas, Co. of Pa., 985 A.2d 840, 841 (Pa. 2009).

Recently, the Superior Court held that a contractor suing a design professional under a Bilt-Rite theory is not required to plead the express representation made by the design professional, but is only required to plead that the information supplied was false and that the contractor relied on that information. Gongloff Contracting, LLC v. L. Robert Kimball & Assoc., 119 A.2d 1070 (Pa. Super. 2015). The court noted that although the factual allegations in the complaint were sufficient, the contractor would still be required to provide proof of the falsity of the information to prevail in the litigation.

The Commonwealth Court, which is the intermediate appellate court for cases involving state and local governmental entities, held that a contractor proved at trial that it sustained damages as a result of an engineer's negligent misrepresentations, specifically that the engineer did not supply it with a geotechnical report in its possession at the time of the bid solicitation. Trinity Contracting, Inc. v. Municipal Sewage Authority of the Township of Sewickley, 2015 WL 8776568 (Pa. Cmwlth. 2015).

The court in Trinity Court noted that the evidence established that the engineer, as the project design professional, negligently misrepresented the site conditions to the contractor despite the fact that it did not possess the geotechnical report until after it had finalized the initial project design. However, the court noted that the engineer had actual notice of the geotechnical data 14 months before the bid solicitation and failed to revise the project design in light of that data. Thus, the engineer represented to the contractor that the project could be constructed as originally designed, despite knowing that the geotechnical report showed otherwise.

It is significant to note that the Commonwealth Court also held that it was not the contractor's burden to independently verify the representations the engineer made in the design documents. Thus it was reasonable for the contractor to rely on the design documents. Essentially the court held that a contractor has no duty to separately verify the basis for the design.

FOR MORE INFORMATION, CONTACT MARK T. CALOYER AT MTC@ PIETRAGALLO.COM

Debunking The Myth Of The Passive Job Candidate

It's every hiring manager's dream to uncover the elusive passive candidate—that one perfect individual on the verge of being ready for a job change. Even though these future employees are not actively applying for jobs, they'll jump for the right opportunity… so the story goes.

When you're looking for great talent, don't fall into the "active vs. passive" trap. Assuming that passive candidates are inherently better on average is an outdated concept. What's more, that myth can:

- inject bias into your recruiting process,
- serve as a scapegoat for long fill times, and
- hide the true costs of building a talent pipeline.

To reach a diverse range of qualified applicants, here are a few reminders.

1. Assume everyone's active

Many employees peruse open jobs as part of their regular routine. The most progressive companies encourage their employees to actively scan the job market to validate market conditions.

2. Get beyond stereotypes

It shouldn't matter if candidates are employed, unemployed, or in a state of transition. In a candidate-driven market, what matters is your ability to convince people why they should want to work for you.

3. Compare the ROI

The time and effort it takes to focus on passive candidates may not pay off. Every year, we place thousands of employees into contract and direct positions. Only a very small percentage of those start as passive candidates.

4. Broaden your outreach

Some specialized industries require a direct sourcing strategy to uncover passive candidates, particularly those working for competitors (as the old saying goes, "you're either a client or you're a source"). But many openings demand recruiting breadth rather than depth.

All this is not to say you shouldn't try to appeal to passive candidates. Just don't do it at the expense of good old fashioned recruiting practices such as searching your internal database, building a referral program, and advertising open jobs.

Social recruiting strategies

You also need to integrate newer—and Millennial-friendly—recruiting methods into your process. These days, most job searches are performed on a phone or tablet, so your apply process must be mobile-enabled. Twitter has become a force to be reckoned with as a source for company and jobs information, so customize tweets with custom #Jobs or #Hiring hashtags to get in the mix.

Not just a matter of luck

Your chances of convincing someone to consider a job change with one phone call or email lies somewhere between unlikely and impossible. Rather, treat networking as a full-time obligation that may help you uncover a perfect candidate one, two, or even ten years down the road.

That means:

- participating in industry associations and online forums
- responding promptly and professionally to every single candidate
- making connections between peers, even if not in your immediate self-interest, and
- giving honest feedback about a candidate's marketability

Building your personal reputation for integrity will set you up for success when passive candidates ask their contacts whom they can trust for job advice.

GREG LIGNELLI IS CCO OF SYSTEM ONE HOLDINGS LLC

Where In The World?

Construction Mystery: It has to be someplace very special to link Ludwig II, Richard Wagner, and Walt Disney. A castle built in the 1860s is the common thread that connects them. The scenic Tyrol Mountains provides the setting for a castle inspired by the legend of the swan knight, Lohengrin, hero of Wagner's romantic opera. Unlike most castles, which evolve over decades, if not centuries, the building design was the masterwork of a skilled stage designer, who envisioned the storybook castle in its entirety. The intentionally asymmetrical elongated building features numerous towers, ornamental turrets, gables, balconies, pinnacles, and sculptures. Called the fairy-tale castle, it is no wonder that this became the inspiration for Walt Disney's castle in the Magic Kingdom.

Question: What is the name of this castle?

Last Issue Answer: The Great Wall of China at Badaling, Beijing, China

Contributed by Jane Ockershausen, Travel Editor

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