



Eugene J. Heady ,Esq.  
Atlanta,Georgia



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**Current Employer-Title**

Smith Currie Oles LLP - Partner

**Profession**

Construction Attorney, Arbitrator, Mediator

**Work History**

Partner, Smith Currie Oles LLP (formerly Smith, Currie & Hancock LLP), 1996 - Present; Project Manager, Aneco Electrical Construction Inc., 1987 - 1993; Project Manager, The WB Moore Company, 1985 - 1986; Vice President, Heady Electric Company Inc., 1976 - 1983.

**Construction Industry Experience**

Prior to practicing construction law, had over 13 years of practical hands-on experience in the construction industry as a business owner, project manager, project engineer, and estimator. Construction industry experience includes working with the tools, take-off, estimation, and competitive bidding of various private and governmental construction projects; management of multi-million-dollar electrical subcontracts; drafting and negotiating subcontracts and major purchase order agreements; pricing and negotiating contract change orders; coordinating electrical work with other trades; and preparing and negotiating contract claims.

**Experience**

Martindale-Hubbell AV Preeminent Rating. Construction law, transactional, litigation, arbitration, and mediation. Over 40 years' experience in commercial, industrial, institutional, & infrastructure projects ranging in value up to \$2.5 billion. Over 30 years as a construction lawyer focusing on construction contracts, litigation, arbitration, mediation & negotiation involving private & public construction, including federal government contracts.

Transactional work, including drafting, reviewing, editing, & negotiating

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*Neutral ID: 159754*

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hundreds of construction contracts including lump sum fixed price, guaranteed maximum price, cost-plus, time & materials, unit price, design-build, procurement, construction management, subcontracts, turnkey, engineering services, open-book, master agreement, task & work orders, purchase orders, letters of intent, EP (Engineering, Procurement), & EPC (Engineering, Procurement, & Construction) contracts, ranging in value up to \$390 million.

Extensive experience in the litigation, arbitration, mediation, negotiation, & preparation of claims arising out of construction projects, including: \$2.5 billion greenfield construction of a polysilicon manufacturing facility in Tennessee; \$2.3 billion elevated rail system project in Puerto Rico, including claims under an \$80 million design-build contract to construct two stations & sections of elevated heavy rail track; \$600 million state-of-the-art cement production plant in Indiana, one of the largest plants in North America; \$100 million of lien claims involving the construction of a casino in Las Vegas, requiring the owner to post a \$500 million bond; \$300 million cement plant modernization in New York; \$243 million cement manufacturing plant in Texas; \$220 million expansion of the Georgia World Congress Center in Atlanta; large greenfield pharmaceutical research & manufacturing facility in South Carolina; \$200 million military barracks in North Carolina; \$200 million infrastructure project for the construction of missile silos on Air Force base in Alaska, involving subcontractor claim for wrongful termination; construction of a 40-story luxury high-rise apartment, tallest residential building in Houston, involving largest subcontractor default Subguard insurance claims in Texas history; \$200 million 36-story mixed-use high rise building in Miami; \$56 million cement plant expansion in Alberta, Canada; \$50 million renovation of a Federal Building & U.S. Federal Courthouse in Texas, involving remediation of asbestos; \$54 million state-of-the-art automotive manufacturing facility in Georgia; \$32 million community services complex & college basketball arena in Florida; \$30 million claim for failure of 24 miles of buried natural gas pipeline in Georgia; \$20 million Air Force hangar to support C-130s in New Mexico; \$12.5 million addition to Florida County Courthouse; \$12.2 million improvement to Texas Army National Guard facilities; claims resulting in \$3 million jury verdict for contractor building a MARTA rail line station in Atlanta; construction of improvements to NASA's Stennis Space Center rocket testing facilities in Mississippi; failure of a detention pond on project in Colorado; and hydroelectric project in West Virginia.

Experience in claims involving construction or design defects & failures; construction trades; MEP claims; breach of contract; negligence; schedule delays, impacts, disruptions, & acceleration; productivity & labor inefficiencies; differing site conditions; termination & wrongful terminations; insurance; indemnity & contribution; errors and omissions; cost overruns; contract interpretation; cost overruns; constructive changes; scope-of-work disputes; defective specifications; liquidated damages; warranty claims; personal injury; fraud; code violations; poor

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workmanship; latent defects; liens; suretyship; and payment & performance bond claims.

## **Alternative Dispute Resolution Experience**

Member, AAA Construction Mega Project Panel, National Construction Panel, and Large Complex Case Panel. Registered as a neutral with the Georgia Office of Dispute Resolution by the Georgia Supreme Court in general mediation and arbitration for court-referred/ordered cases. Regularly serve as an arbitrator in construction disputes administered by the AAA under the Construction Industry Rules.

Also have extensive experience as an advocate in the negotiation, mediation, and arbitration of multi-million-dollar claims arising out of private and public construction projects, on projects ranging in value up to \$2.5 billion, throughout the United States and U.S. Territories. Claims involved commercial, heavy industrial, institutional, infrastructure, highway, rail, and mass transit construction projects.

## **Technology Proficiency**

Extensive experience in E-Discovery, including maintenance and production of Electronically Stored Information (ESI). Proficient in the management and use of electronic hearing exhibits. Proficient in using virtual conference and virtual hearing platforms, including Zoom and Microsoft Teams, and proficient in managing and conducting virtual hearings, including virtual hearings involving multiple parties. Proficiency in the use of Artificial Intelligence (AI) driven tools consistent with appropriate ethical standards or guidelines and disclosure requirements.

## **Education**

Texas Tech University School of Law (JD, cum laude, Editor-in-Chief of the Law Review, Staff Writer/Editor for the Legal Research Board-1996); University of Hartford (BS, Engineering with a major in Electrical Contracting, Kappa Mu Honorary Engineering Society-1981).

## **Professional Licenses**

Admitted to the Bar: Texas (1996), Georgia (1997), Colorado (1997), Florida (1998); Georgia Court of Appeals (1997); Supreme Court of Georgia (1997); U.S. District Courts: Northern District of Georgia (1997), Northern District of Texas (2001), Southern District of Texas (2006), and Northern District of Florida (2015).

Registered as a neutral with the Georgia Office of Dispute Resolution by the Georgia Supreme Court in general mediation and arbitration for court-referred/ordered cases.

## **Professional Associations**

State Bar of Georgia (Dispute Resolution Section); State Bar of Texas (Alternative Dispute Resolution Section; Construction Law Section; Litigation Section); State Bar of Florida (Dispute Resolution Section); State Bar of Colorado; American Bar Association (ABA Forum on the Construction Industry; ABA Section of Public Contract Law); Lawyers Club of Atlanta; American Bar Foundation (inducted as a Fellow in 2006); Atlanta Bar Association (Construction Law Section; Dispute Resolution Section); National Electrical Contractors Association; Atlanta Electrical Contractors Association; Associated Builders and Contractors of Georgia.

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## Recent Publications & Speaking Engagements

Editor, *Alternative Clauses to Standard Construction Contracts*, 5th & 6th Eds. (Co-Editor of 3rd & 4th Eds.), Wolters Kluwer; Author, Chapters in *Alternative Clauses* (2nd to 6th Eds.); Co-Author, Georgia Chapter in *Fifty State Construction Lien and Bond Law*, Wolters Kluwer (2nd to 2026 Editions); Georgia Construction and Design Law, in *A State-by-State Guide to Construction & Design Law*, ABA, 2009; Hidden Legal Risks of Green Building, in *The Florida Bar Journal*, p.35, March 2010; Challenging or Obtaining Recognition of a Scheduling Expert's Testimony in a Construction Delay Case, Paper presented at 1999 ABA Annual Meeting, Section of Public Contract Law; Expertise That is "Fausse" and Science That is Junky: Challenging a Scheduling Expert, *The Procurement Lawyer*, Fall, Vol. 35, No. 1, p. 1, 1999; Stuck Inside These Four Walls: Recognition of Sick Building Syndrome Has Laid the Foundation to Raise Toxic Tort Litigation to New Heights, 26 *Tex. Tech. L. Rev.* 1041 (1995) (republished in *Legal Handbook for Architects, Engineers, and Contractors*, Clark Boardman Callaghan, 1996); Government Liability for Inaccurate Statement of the Size of a Project.

Articles: Effective Negotiation of Construction Claims; Default Termination: Construction Contract's Death Penalty; Effective Use of Email for Construction Project Communications and Documentation; Soon as I Get Paid - The Use of Joint Check Agreements on Construction Projects; Basic Components of a Well-Prepared Claim Document; Passing the REINS Act Would Revolutionize Rulemaking and Benefit the Construction Industry; Clarification of the Economic Loss Rule May Greatly Expand Tort Claims in Construction Litigation; Chipping Away at the Armor of Pay-if-Paid Provisions; Garfield and the Puzzling Negotiation That Resolved a Labor Inefficiency Claim; Don't Roll the Dice! Use Decision Tree Analysis When Calculating Your BATNA; Unique Challenges for Project Owners and Contractors in the Aftermath of a Hurricane; Lay Down The Swords And Mediate Your Construction Dispute; Whistleblower, Government and Contractor Settle False Claim Act Litigation That Arose in the Aftermath of a Hurricane; Applications for Progress Payments Must be Truthful and Accurate to Avoid Allegations of Fraud and False Claims; When Navigating the False Claims Minefield, Have an Ethics and Compliance Program on Board; Ditch the iPad And Pick Up Paper And Pen? Handwrite Your Nasty Notice Letter And Then Sleep On It!; When Faced With "No," Build A Golden Bridge To Resolve A Dispute; Construction Law; The History is Ancient!; Use Performance and Payment Bonds to Protect Against Downside Risk; Advancing the Interests of Small Business Through the Procurement Process; You're Headed to Court-Now What?; Does Your Lawyer Know the Difference Between Cement and Concrete? Points to Consider When Selecting and Hiring a Construction Lawyer.

Speaking Engagements: Co-Presenter: Blueprints for Resolution: Designing ADR Clauses That Work (20th Annual AAA Construction Conference); Engineer's and Architect's Duties and Authority (2017 CLE);

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Key Contract Provisions & Killer Clauses (2016 NECA Convention); Subcontracting in a Turbulent Economy (2016 NECA Convention); Protecting Payment and Claim Rights and Obligations (2012 ABC EdCon & Expo); Construction Risk Avoidance and Mitigation for Florida Licensed Contractors, FCILB Course Nos. 0609015, 0010313 and 0010953; Hidden Risks of Green Building Webinar; Georgia Construction Lien and Public Contract Bond Law; Georgia Construction Law; Georgia Construction Law: From Bidding to Final Payment-A Practical Overview of Construction Law, Litigation and Dispute Resolution Alternatives; Hidden Risks of Green Buildings: Why Building Failures Are Likely and How to Avoid Them; Hidden Risks of Green Buildings: Why Building Failures Are Likely and How to Reduce Your Risk in DC.

**Locations Where Parties Will Not be Charged for Travel Expenses**

No charge for travel expenses for travel to Upstate South Carolina area including Anderson, Greenville, and Oconee Counties.

**Citizenship**

United States of America

**Languages**

English

**Compensation:**

Hearing:	\$525.00 per hour
Study:	\$525.00 per hour
Cancellation Period:	0 days
Comment:	NO CHARGE FOR ANY TRAVEL TIME TO ANY HEARING LOCATION. Reasonable reimbursement of necessary non-local travel expenses (air travel, ground transportation, hotel, meals), Available to serve in ALL US States and Caribbean Islands. Fee for cancellation of scheduled hearings within 48 hours of hearing is \$500 plus expenses. Fee for cancellation on day of scheduled hearing is \$1,000 plus expenses.

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