



Eugene J. Heady ,Esq.  
Atlanta, Georgia



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**Current Employer-Title**

Smith, Currie & Hancock LLP – Partner

**Profession**

Attorney, Arbitrator, Mediator

**Work History**

Partner, 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.

**Experience**

Over 40 years' experience in commercial, industrial & institutional construction; 27 years as a construction lawyer & over 13 years in the electrical construction business as a project engineer, project manager, and business owner. Prolific writer on construction law topics. 100% of time as a lawyer has been devoted to construction law, construction litigation, arbitration and mediation, and government contract law and litigation.

Practical hands-on construction industry experience includes working with the tools, take-off, estimation & competitive bidding of various private & governmental construction projects; management of multi-million dollar electrical subcontracts; drafting & negotiating subcontracts & major purchase order agreements; pricing & negotiating contract change orders; coordinating electrical work with other trades; & preparing & negotiating contract claims.

Representative experience in construction law matters includes:

Represented contractor in successfully pursuing multiple claims for extra

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*Neutral ID: 159754*

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work, design changes, & delays on \$80 million design-build contract to construct two stations & sections of elevated heavy rail track in San Juan, Puerto Rico.

Represented Florida mixed-use complex owner in myriad claims including design deficiency, construction defects & insurance-related matters arising out of the construction of a \$200 million 35-story building in Miami, Florida.

Obtained favorable arbitration award on behalf of mechanical & electric subcontractors in claims for unpaid invoices & wrongfully withheld retainage on a large project involving the expansion of a convention facility in Atlanta, Georgia.

Assisted litigation team in obtaining a \$31-million-dollar verdict on behalf of the owner of a new pharmaceutical research & manufacturing facility in South Carolina. Claims involved design errors, schedule delay and cost overruns against the designers.

Represented a large international process equipment supplier in a major multi-party dispute involving engineering and construction of a \$100 million cement manufacturing facility in Texas. Claims between & among owner, contractor, & process equipment supplier exceeded \$20 million. Claims involved schedule delay, inefficiency, construction failures, & plant performance. Resolution of claims involved 32-day arbitration proceeding, state court litigation over lien rights & other claims, federal court litigation commenced by one of the other parties, & bankruptcy proceedings.

Represented general contractor in mediation, arbitration and litigation involving delay claims against owner of a \$32 million Florida community services complex & college basketball arena & related claims by concrete subcontractor & its surety. Successfully argued for consolidation of two proceedings. Successfully argued contractor's appeal of trial court order staying arbitration proceeding. Mediated and later negotiated settlement

Obtained favorable arbitration award for painting subcontractor for claim for unpaid invoices on Georgia public project despite general contractor's pay-if-paid defense.

Obtained favorable arbitration award for general contractor against a subcontractor & its performance bond surety on \$200 million military barracks project in North Carolina. Successfully defended against subcontractor claims. Dispute involved subcontractor default, deficient work, construction defects, change orders, backcharges, uncompleted punch list work, schedule delays, extended general conditions, and competing claims for attorneys' fees.

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## **Alternative Dispute Resolution Experience**

Has served as arbitrator in AAA arbitrations. 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. Arbitrator and Mediator with the Gwinnett County Superior Court. Has served in court-referred mediation. Has extensive experience as an advocate in the mediation and arbitration of multi-million dollar claims on both private and public construction projects throughout the United States and involving commercial, industrial and institutional construction.

## **Technology Proficiency**

Extensive experience in E-Discovery, including maintenance and production of Electronically Stored Information (ESI). Proficient in the use of electronic hearing exhibits. Proficient in using virtual conference and virtual hearing platforms, including Zoom and Microsoft Teams, and proficient in conducting virtual hearings.

## **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 and actively practice in these states: Texas (1996), Georgia (1997), Colorado (1997), Florida (1998)

Admitted to practice in Georgia Court of Appeals (1997); Supreme Court of Georgia (1997); U.S. District Courts: Northern District of Georgia (1997), Northern District of Texas (2001) and Southern District of Texas (2006).

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.

## **Recent Publications & Speaking Engagements**

Co-Editor, Alternative Clauses to Standard Construction Contracts, 3rd & 4th Editions, Wolters Kluwer Law & Business, 2009, 2013 ("Alternative Clauses"); Author, Chapters on Contractors' and Subcontractors' Amending AIA A401 Standard Form of Agreement Between Contractor and Subcontractor, in 2nd, 3rd & 4th eds. & yearly supplements, Alternative Clauses; Co-Author, Georgia Chapter in Fifty State Construction Lien and Bond Law, Aspen Law & Business, 2nd & 3rd ed.

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& yearly supplements; Co-Author, 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; Co-Author, 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 Co-Author, Expertise That is "Fausse" and Science That is Junky: Challenging a Scheduling Expert, The Procurement Lawyer, Fall, Vol. 3 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; Pass 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 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.

Classes and Seminars include: 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; Georgia Construction Law: From Bidding to Final Payment-A Practical Overview of Construction Law, Litigation and

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Dispute Resolution Alternatives; Hidden Risks of Green Buildings: Why Building Failures Are Likely and How to Avoid Them; The Hidden Risk of Green Buildings: Why Building Failures Are Likely and How to Reduce Your Risk in the District of Columbia; 2023 AAA Construction Conference.

<b>Citizenship</b>	United States of America	
<b>Languages</b>	English	
<b>Compensation:</b>	Hearing:	\$425.00 per hour
	Study:	\$425.00 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), except NO CHARGE for travel expenses for travel to Upstate South Carolina area including Anderson, Greenville and Oconee Counties. Willing to serve in ALL US States and Caribbean Islands, especially Georgia, Alabama, Colorado, Florida, North Carolina, Mississippi, South Carolina and Texas. 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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