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Legal Counsel

for the Design Professional

20th Anniversary Issue

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With a practice group comprised of sixteen lawyers whose combined experience approaches two centuries, we are the most experienced group of attorneys in the area, dedicated exclusively to representing design professionals.

DESIGN-BUILD IN NEW YORK— Pitfalls for the Design Professional

By Douglas L. Pintauro, Esq.

UNLIKE THE TRADITIONAL design-bid-build project delivery method, design-build offers a project delivery method whereby the owner retains the services of one entity, either an architect, an engineer or a contractor (commonly referred to as the "design-builder"), to provide both design and construction services. The primary advantages to employing this type of a delivery system is that it affords greater control over costs and simplifies scheduling and coordination of the work. Notwithstanding these benefits, as with all delivery systems, design-build is perceived as having inherent disadvantages. In this regard, perhaps the most prominent disadvantage flows from the alignment of the designer and contractor involved in the project. In short, since the design-build relationship necessarily aligns the designer with the contractor, it is felt by some that the design professional's concern for the quality of construction, as well as for public health, safety and welfare, may be compromised. Specifically, since contractors are typically "profit-motivated", it is believed that the design-build relationship could render the designer beholden to the contractor, especially in instances where the contractor is the design-builder, thereby undermining the confidence that the design professional will exercise his or her independent professional judgment "uninhibited by any outside influence or control".

It was with these concerns in mind that the New York courts determined that design-build contracts are legal and enforceable, provided certain criteria are satisfied. Critical to the enforceability of a design-build contract is that it not run afoul of the New York State Education Law. Specifically, under the Education Law, only those persons licensed, or otherwise authorized to practice architecture or engineer-

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ing, may do so and may use the title "architect" or "engineer". Similarly, only a professional corporation formed to practice architecture or engineering may contract with another party to perform architectural or engineering services. Accordingly, in order to avoid violating the Education Law, a design-build contract must clearly indicate that all architectural/engineering work will be performed by either a licensed architect/engineer or a licensed professional corporation. Significantly, while the courts initially required that the licensed design professional be specifically identified in the design-build contract, that is no longer the case. In this regard, the courts have determined that since the purpose of the licensing requirements is to insure that the regulated work (i.e., the practice of architecture or engineering) is performed by those with the requisite and necessary skills and training, there is no reason why the contract must designate a specific licensed architect or engineer. Notwithstanding this safeguard and the obvious benefits to this type of a project delivery method, however, the design-build relationship is not without its pitfalls.

In This Issue ...

Design-Build Legislative Update

On March 6, 2001, New York Assembly Bill No. 7030 was introduced to the New York 224th Annual Legislative Session. In essence, the Bill seeks to amend the New York State Education Law relative to certain design-build contractual relationships involving design professionals. Specifically, contracts whereby someone other than a licensed design professional agrees to provide both design and construction services, will be deemed to be "against public policy and unenforceable" unless the licensed A/E who is retained to perform the design services:

- **is identified in the design-build contract;**
- **is neither an officer nor an employee of the design-builder; and**
- **maintains a practice that is independent of the design-builder's business.**

Under the traditional design-bid-build relationship, the architect or engineer designs the project and thereafter monitors (i.e., periodically visits the site and/or inspects) the work to determine if the contractor is performing the work in general conformance with the plans and specifications. For the most part, the design professional functions as a policeman for the owner in overseeing the project and the contractor's work. As such, the A/E's job is to ensure that the plans are followed, irrespective of the additional cost to the contractor. Consequently, while the contractor is seeking to maximize profit, the A/E is seeking the best financial product possible. Consistent with this approach, the A/E's liability is limited to the services he or she performs, while the contractor retains liability for construction defects and deficiencies, site safety, warranties, means, methods and procedures, etc.

The A/E is neither the contractor's adversary nor the owner's watchdog.

Contrary to the design-bid-build scenario, the A/E is neither the contractor's adversary nor the owner's watchdog in a design-build arrangement. In fact, as a design-build member, the A/E may be forced to focus on construction costs in order to maximize profit, rather than to ensure quality and workmanship. Similarly, since the A/E is now closely aligned with the contractor, the A/E may find that he or she is now exposed to greater potential liability. Specifically, as the contractor's design-build partner, the A/E may find that he or she now has liability for site safety issues, problems arising from the means, methods and procedures employed by the contractor and construction defects. In fact, the A/E's liability for what has traditionally been considered contractor issues may very well increase in those instances where the A/E retains responsibility for certifying payments, certifying substantial and final completion and inspecting the work.

Of course, while most of the disadvantages to the design-build project delivery method can generally be resolved by carefully drafting the design-build contract, ultimately the inherent conflict created by aligning the design professional with a profit motivated contractor can only be resolved by maintaining one's integrity. ■

Three Steps to Risk Management for Architects and Engineers

By Donald R. L'Abbate, Esq.

WHAT IS RISK Management? As the term itself suggests, risk management is a process by which hazards from a given activity are handled in such a fashion so as to ultimately minimize, reduce, or eliminate altogether, their effect upon the exposed party. In simple terms it means dealing with the effects of perils before they occur by providing a mechanism for handling them if and when they do occur. It is not a tool that will eliminate the risk in and of itself, but rather a technique that will either minimize the effects of the risk if realized, or direct the effect away from the party who typically bears the risk.

The risk management process begins before any contract is signed and continues through to the end of the project. During the pre-contract phase, the risks are identified and assessed. In the contract phase, a risk response program is created and implemented. Finally, during the design and construction phase, the risks are addressed if and when they arise.

The First Step
Identifying and Assessing the Risks

The first step to successful risk management is identifying and assessing the risks inherent in the particular undertaking being considered. This process may be more complex than it appears at first blush, as problems on a given project can be diverse and come from numerous sources. Remember, a successful risk management program is dependent upon an accurate and complete risk assessment. Accordingly, the more accurate the assessment, the more successful the risk management program.

An engineer engaged in a design project commonly faces risks in the nature of claims for bodily injury, property damage or economic loss. These claims can come from the engineer's client, from the owner (if other than the client), from construction workers and bystanders, or other members of the design team or consultants. The claims can be based upon alleged breaches of contract, simple negligence, professional malpractice, gross negligence, or even intentional conduct. A claim can involve anything from failure of a system to achieve an intended result with catastrophic consequences, to a minor injury sustained by a pedestrian in a slip and fall accident. The exact nature and magnitude of the risks vary from project to project and depend in large part on the nature of the project, the experience of the participants, the quality controls employed, the contractual obligations undertaken, the terms of the contract and the scope of the project administration effort. Your own professional experience and judgement are important in accurately assessing the risk on any given project, but remember that outside consultants, such as insurance professionals or lawyers, can provide valuable assistance in the assessment process. The more you know about the risks, the better you are able to manage them.

The Second Step
Ranking the Risks

Once the risks have been identified, the next step in the program is to rank them in terms of severity and probability. The more severe and probable the risk, the greater the need to manage it.

The Third Step
Managing the Risk

Managing or responding to the risks can be done in one of three ways:

1. Avoidance
2. Transfer
3. Retention and mitigation

Avoiding the Risk

In avoidance, two options are generally available. The first option is to decline to perform that portion of the work which creates the risk you wish to avoid. For example, by excluding project administration services from your contract, you avoid the risks generally associated with that phase of the work. You of course also limit your fee, but you do so to avoid a risk you do not wish to encounter. The second option in the avoidance concept is to undertake the work with the risk, but attempt to avoid the liabilities that come with the risk. In this situation contract provisions, such as limitations of liability or disclaimers of liability, are used to avoid the potential liability. Of course, this

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option is not without its own risk because these clauses have serious legal limitations and are subject to strict interpretation by the courts. In addition, such clauses are generally only binding on the parties to the contract and accordingly do nothing to eliminate or limit claims by anyone who is not a party to the contract. For these reasons, advice of legal counsel is essential when considering this option.

Transferring the Risk

Risk can also be managed by transferring it to another. The most common way this is done is through insurance, where the financial liability arising from the risk is covered by the insurance company. Generally speaking, most, if not all, of the risks attendant with a project are covered by your professional liability insurance policy. Your insurance policy, however, not only excludes some acts from coverage, but it also has a limit of liability over and above which the company has no obligation to pay.

Risk can also be transferred by assigning it to a particular party under the contract terms. When doing this, the risk is allocated to the party in the best position to control or manage it. For example, site safety is a risk that should be assigned under the contact to the general contractor.

Another technique for transferring risk is the use of a hold harmless or indemnity agreement. The terms of this agreement require a third party to reimburse you for (or pay on your behalf) any liabilities you may incur as the result of the acts specified in the agreement. Here again, because these kinds of clauses are subject to court interpretation and are strictly controlled, they must be used with caution and advice of legal counsel should be sought.

Retaining and Mitigating the Risk

Finally, risk can be managed by retention and mitigation. Here a recognized risk is accepted and action is taken to mitigate the risk itself. For example, risk of a design or drafting error is mitigated by using a well thought out quality management and review process. Implementing a quality control process for all professional activity on the project and maintaining complete documentation also helps to mitigate risk. Insuring that enough time is provided for shop drawing reviews is still another example of using quality control measures to mitigate risk. The mitigation process begins with planning in the risk analysis stage, followed by implementation in the response phase and ends with implementation in the design and construction phase.

In this litigious environment, using risk management is a good business practice that can help you avoid unpleasant and costly situations. ■

Issue of Significance to the Profession

LBC&C Pro Bono Effort on Behalf of Architect

AN EARLIER ISSUE of Legal Counsel for the Design Professional reported LBC&C's efforts in defending an uninsured architect in a copyright infringement action. The action to recover substantial damages from the architect and his client (the prospective purchaser) involved a developer's claim that the architect's designs were similar to copyrighted drawings that the developer had previously prepared. At issue in the lawsuit were contentions that, if successful, could have potentially exposed members of the design profession to costly claims.

The efforts of LBC&C and Jean Miele, A.I.A. of Miele Associates, who also donated a substantial amount of his time to this cause, recently came to successful fruition. In rendering its decision, the Federal Court dismissed all of the developer's copyright infringement claims against both the architect and his client. Focusing on the fact that the developer had retained a drafting company to prepare the drawings that were registered with the U.S. Copyright Office, the Court agreed with the architect's argument that it was the drafting company which created the developer's drawings and plans, despite the developer's input of design ideas and decisions. The Court also agreed that the independent engineer who reviewed and stamped the drawings prepared by the drafting company for the local building department was also a creator of the developer's drawings and plans.

Since copyright ownership rests with the author or creator, absent a legal transfer of ownership rights, the Court agreed that the developer was not the author of the architectural drawings and works that were claimed to be infringed by the architect. It was determined that the developer had no right to commence the copyright infringement action and the developer's claims were dismissed against the architect and its client. The United States Circuit Corurt recently upheld this decision.

LBC&C's defense of the architect involved broader issues than those ultimately addressed by the Court. The crux of copyright law - substantial similarity, originality and the acts which constitute copying - were all litigated. It was LBC&C's familiarity and fluency within this legal arena which resulted in the successful outcome for this architect.

Seminar Bulletin

Our Seminar, HOW TO STAY OUT OF YOUR LAWYER'S OFFICE, given in conjunction with AIA New York State and CNA Pro/Victor O. Schinnerer proved so popular that we were forced to close out registrations. However, since so many expressed interest in this topic, we have arranged a second session for June 20, 2001. If you are interested, please call Margie at 516-294-8844 today if you would like to attend.

How to Avoid the Courthouse
Options to Resolving Disputes

By David B. Kosakoff, Esq.

WHEN BUSINESS relationships sour and compromises cannot be negotiated, parties often resort to the courts for resolution. Unfortunately, the typical lawsuit can take years to reach a conclusion. Participating in litigation can be financially and emotionally draining, and the disruption to the design professional's productivity can be enormous. In the end, you and your client may find that the litigation just wasn't worth it, regardless of who was the technical "winner". If you are searching for a quick and inexpensive method to resolve a conflict, you will not find it on the road to the courthouse.

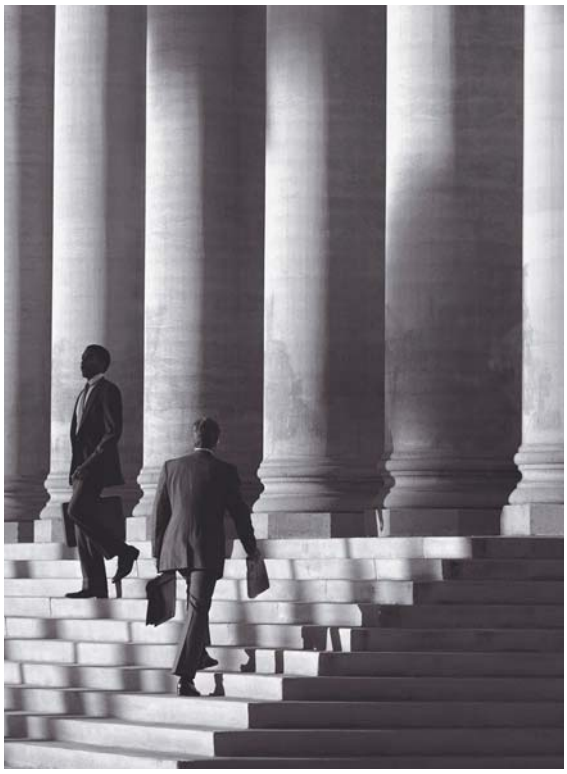
The longer a dispute lingers, the more likely that it will consume the resources of the parties involved. Protracted litigation also tends to cause parties to become entrenched in their positions, making compromise more difficult to achieve. The time taken to prepare for and litigate a case can be better spent pursuing more productive and profitable endeavors.

There are options. Considering the substantial waste associated with traditional litigation, more and more design professionals and owners are turning to mediation and arbitration. These forms of dispute resolution typically resolve disagreements more quickly and inexpensively than litigating through the courts. Accordingly, they should be explored by the parties when negotiating contract terms as vehicles to promptly resolve conflicts that may arise during the course of a project.

Mediation

Mediation is a process which encourages parties to negotiate a mutually acceptable resolution. In this forum, the parties submit their issues to a neutral and objective third person, or mediator. The mediator serves as a conduit between the parties working to achieve a consensus by bridging the gap between the disputing parties. The mediator is selected by the parties, and is usually well-versed in design and construction issues.

If used properly, the mediation process can be the most cost-effective method for resolving disputes. However, it can succeed only if both parties are willing to assume a reasonable position with an understanding that compromise is required to resolve their disagreements. Of course, not all contracts contain a mediation requirement, but design professionals and their clients would be well advised to consider this method of resolving disputes.



Arbitration

Arbitration is also an effective mechanism to resolve disputes. It provides a forum where parties present their positions to one or more impartial third persons who serve as judges of the dispute. It is similar to a trial with parties calling witnesses and producing documents to support their contentions. The primary advantages of arbitration are that disputes are usually resolved expeditiously, the controversies are generally decided by people who are knowledgeable of the construction industry, and the process is usually far more cost-effective than traditional litigation.

If you are searching for a quick and inexpensive method to resolve a conflict, you will not find it on the road to the courthouse.

The time frame for the arbitration proceeding is typically one year or less. This is a far cry from the typical 3-5 year lifespan of most cases that are litigated through the court system, some of which can linger on much longer. Court cases tend to consume an extensive amount of time gathering information through the discovery process, necessitating the expenditure of countless hours by counsel and client alike to perform those tasks necessary to ready a case for trial. Obviously, the efforts of the lawyers can result in substantial fees that are not recoverable at trial, even for the prevailing party.

The arbitration process usually bypasses protracted discovery inherent in cases litigated in court. In fact, while there is no right to conduct discovery in an arbitration, generally the arbitrator will allow minimal discovery (i.e., the exchange of select documents and the identification of witnesses) before directing the parties to proceed with the arbitration.

Like mediation, in arbitration the trier

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AVOID THE COURTHOUSE

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of fact is typically selected from an organization which assures that its arbitrators have sufficient experience in issues pertaining to the subject of the dispute. Cases that are tried in court are generally presented to a jury comprised of lay people unfamiliar with the construction process. As such, unlike arbitrators, jurors generally lack the background and knowledge unique to the design professional in order to make an informed judgment on complex construction issues.

Mediation is a process which encourages parties to negotiate a mutually acceptable resolution.

Arbitration of course, is not without potential risks. In this regard, the typical arbitration provision does not allow for the joinder of parties. As such, a third party with some culpability or involvement in the dispute cannot be forced to participate in the arbitration proceeding. This could require a party to pursue a separate claim in court, thus offsetting the financial benefit of arbitration.

Additionally, while arbitration's limited exchange of information, or discovery, can be beneficial, there are certain arbitrations where the lack of discovery can be problematic. If there is information required by a litigant in the arbitration forum which cannot be procured prior to proceeding with the arbitration, the absence of discovery can result in surprises which could otherwise be avoided through a court proceeding. Further complications may arise since the arbitrator is not bound by the rules of evidence. This may present problems for one or both parties since the arbitrator is typically free to exercise his or her own judgment. Accordingly, the possibility of a renegade arbitrator could seriously affect a party's position. Compounded by the fact that the arbitration award cannot be appealed unless there is evidence of bias, prejudice or fraud on the part of the arbitrator, the risks associated with a difficult arbitrator could significantly affect a party's case. Consequently, the selection of a qualified arbitrator is critical, and may have the greatest impact upon the success or failure of the arbitration process.

The relationship between the parties on any construction project can ultimately lead to disagreements. Alternative dispute resolution provides options which can serve to benefit all parties involved. When considering whether mediation or arbitration is suitable for a particular project, the timing and cost-effectiveness of the mediation and arbitration processes should be weighed against their potential pitfalls. In many cases, however, one or both methods of resolving conflicts could significantly benefit all parties. Accordingly, when negotiating a contract, weigh the pros and cons of mediation and arbitration to assess whether one or both are suitable options which should be incorporated into the contract. ■

LBC&C is a full service law firm that serves all of your legal needs

Registered Architect Joins LBC&C's Design Professional Practice Group

LBC&C is pleased to announce that Fred Strahs-Lorenc, AIA has joined the Firm. Fred, an accomplished architect with significant experience in land use planning and control, was recently admitted to practice law in New York and has joined the Firm's Design Professional Practice Group. Fred's experience adds yet another dimension to our already diverse and highly trained team of attorneys who devote their time to the representation of design professionals.

LBC&C's 20th Anniversary

THIS YEAR LBC&C celebrates its 20th anniversary commemorating two decades of service to professionals and businesses. From its humble beginning in October of 1981, the Firm, originally called L'Abbate & Balkan, has grown from two lawyers to more than sixty who now practice in the Firm's three offices. Still headquartered in Garden City, New York, LBC&C now has offices in Livingston, New Jersey and Manhattan. Over the course of its twenty year history, the Firm has not only expanded its servicing capability, but has grown into a full service law firm handling all of the legal needs of professionals, businesses and lending institutions in the New York area. In addition to representing design professionals, the Firm has a recognized practice in other areas of professional liability, as well as environmental, product liability and insurance law. The Firm also provides legal counseling, as well as litigation services, on matters affecting its clients from business issues to employment and labor practices. As we enter the new millennium, LBC&C remains committed to providing experienced, dedicated and knowledgeable service. We invite you to meet with us and discuss how our services can enhance and improve your practice.

Full Service Firms and Beyond

A Key Ingredient to Success in the Twenty-First Century

By Donald R. L'Abbate, Esq. and Jane M. Myers, Esq.

IS YOUR DESIGN FIRM ready for the twenty-first century ? Do you know how design firms and other professional service firms will need to operate to be successful in the future? What will clients expect from professional service firms ? To thrive and not just survive in the next century, all design and professional service firms would be well served to examine the events and circumstances that influenced and changed business practices in the latter part of this century.

Over the last twenty years, significant and sweeping changes have transformed the business world. Leaving technological advances aside for the moment, business has been significantly affected by a growing awareness of social responsibility, the enactment of new laws to address social issues, and world wide economic concerns.

Time pressed clients of the twenty-first century will look to partner with professional firms that fully understand the client's operations and can provide a complete "package" of diverse services because having diverse expertise available from one source will not only save businesses time, but it will save them money. There is no doubt that central source servicing will become the preferred business practice and that is why in the legal profession for instance, specialized practice firms, or "boutiques" as they were once called, are being replaced by full service firms capable of meeting all of a client's needs.

The trend toward full package service is prevalent in the construction and development fields where owners and developers seeking to centralize responsibilities are looking to architects to expand their service capabilities. The profession's response to this trend is reflected in the redrafted AIA standard form contract documents where the lists of potential services offered by the architect are remarkably broader than in past editions. Design professionals seeking to maximize their practices should consider how they can best expand their servicing capabilities to meet all of their clients' needs. Adding to staff or bringing in new principals is one way of expanding service capability, however that can be risky as well as expensive and requires an up-front investment. An alternative way to broaden servicing capability without increasing firm personnel is to partner with other related professionals in specific ventures. Minimizing risks under either plan requires careful planning and a well developed strategy.

Time pressed clients of the twenty-first century will look to partner with professional firms that fully understand the client's operations and can provide a complete "package" of diverse services.

Today, more than ever before, design professionals have to be on the cutting edge of their professions. They also have to be on the cutting edge of business management - their own and their clients'. Clients have every expectation of "one stop full service". To succeed in the new business world, professional service firms will need to be full service firms. If that is not possible in-house, firms will need to affiliate with a team of other professionals to provide full service. That is the business wave of the future. In fact, several committees of the New York State Legislature have been considering various bills that would allow non-licensees to own a percentage and/or a restricted share of a professional service corporation. The fact that lawmakers are seriously considering the possibility of licensed professionals affiliating with non-licensees is a clear indication of the future direction of professional firms. The new business vision includes a multi-disciplinary approach to providing services.

Changes in the business world over the past twenty years have had a strong impact on design professional practices. For instance, while the enactment of the Americans with Disabilities Act affected all businesses with public accommodations, it particularly affected professionals because it imposed new design standards. "Business-friendly" changes, such as the enactment of New York's Limited Liability Company Law, influenced how design professionals conduct their day to day operations by providing them with tax advantages and an opportunity to insulate personal assets from most business liabilities. Most recently, changes in the standard form contracts developed by the American Institute of Architects brought architects new opportunities for expanded and creative business ventures.

In the last two decades, growing aware-

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About Our Newsletter

Legal Counsel For the Design Professional addresses current legal developments affecting architects and engineers. The articles contained in this publication are for your information. You are advised to consult with legal counsel to address whatever specific issues you may have. Your questions, comments and suggestions are appreciated and should be directed to Douglas L. Pintauro, Esq. L'Abbate, Balkan, Colavita & Contini, L.L.P., 1050 Franklin Avenue, Garden City, New York 11530, telephone no. 516-294-8844, e-mail: dpintauro@labbatebalkan.com

FULL SERVICE FIRMS

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ness and concern over social issues, such as workplace conduct and discrimination, compelled many design professionals to learn new business management skills in order to avoid the legal pitfalls and financial dangers associated with employment practices. In recent years, the meteoric increase in the number of workplace discrimination and sexual harassment claims and high money damage awards have been a strong influence on the way design professionals protect their businesses against professional liability claims. As business risks become greater and more complex, successful design professionals will respond as business managers actively engage in risk management for their own firms.

Technological advances during the last two decades have undoubtedly had a profound impact on business practices. Today, business is conducted at the speed of light. Fax machines, cell phones, e-mail and the Internet are now commonplace business tools. Everyone expects quicker and quicker results. The 9-5 workday has become history as technology provides accessibility twenty-four hours a day, seven days a week. The benefit of speed in communications is obvious; the detriment is more subtle.

With new technologies providing nearly instantaneous communication and the ever-present drive to increase the bottom line, clients will expect the professional firm to provide increased scope of services, increased accessibility and immediate problem solving. The result? Service firms will have to work faster and faster to meet client expectations. The professional firm in the twenty-first century will have to look to either include multi-disciplines within their business structure or look to affiliate with a "team" of lawyers, accountants and other advisors to assume increasingly important roles in problem solving for their clients.

How will design professionals meet client needs ? Gone are the days when design firms could focus only on an isolated aspect of a client's business in order to solve the client's problems. The key element to success in the twenty-first century is gaining a thorough understanding of the client's business and in that way the issues and risks associated with any particular business venture can be addressed. The successful professional firm of the twenty-first century will be the firm that invests the time and effort to understand all of the unique qualities of each client. The successful professional firm will know when it alone cannot meet all of its client's needs, but that firm will also know how to "partner" with other professionals so that all of the client's needs are addressed in a "team" approach. To do this requires the help and guidance of skilled advisors who are knowledgeable in many areas of business practice. While anyone with a computer and access to the Internet has a world of information readily available on virtually every topic imaginable, someone with experience and knowledge is needed to evaluate and distill that vast universe of data into useful business advice. From the client's perspective, there are enormous benefits to be gained from consulting with one firm that is equipped to offer a wide range of business services rather than consulting with a number of firms that, hopefully, can piece together the same advice. In this scheme of things the design professional is both a recipient and dispenser of business advice. On the one hand it requires advice for its own operation and on the other hand it must give advice to its clients.

The successful professional firm… will be the firm that invests the time and effort to understand all of the unique qualities of each client.

As the new century begins, the most successful design firms will be full service firms capable of providing their clients with a broad spectrum of services. Whether design professionals seek to expand their own practices to full service, or to affiliate with a team of experts, it is important to consult legal counsel to make sure that the proper business agreements are in place so that business risks are minimized and successful competitiveness is maximized. ■

Co-Author Jane M. Myers is a partner at LBC&C, leading the Firm's Business Transactions and Real Estate Department. With over 20 years experience, she represents and advises clients in matters relating to business formation; sale and acquisition of professional practices/commercial property; real estate matters; shareholder and partnership agreements; commercial financing; office leasing; and contracts.

About The Firm

LBC&C, founded in 1981, has offices in Garden City, New York and Livingston, New Jersey. From these two locations, the firm provides a wide array of legal services to design professionals throughout the New York Metropolitan area, Long Island, upstate New York counties and central and northern New Jersey. In addition to representing design professionals, the firm also has a recognized practice in other areas of professional liability, as well as environmental, product liability and insurance law. As a full service law firm with a total staff of more than 100, LBC&C provides legal counseling, as well as litigation services, on matters affecting its clients from business issues to employment and labor practices. Always on the alert to new trends in business and changes in the law, LBC&C is continuously striving to keep its clients ahead of their competitors. Working in conjunction with each other, the Practice Groups at LBC&C provide a network of legal experience that can meet any needs faced by today's design professional.