

Triconex further argues that the contract allowed attorneys' fees only for the removal or correction of defective "Work," which was defined by the contract as:

1. Work shall include furnishing all Equipment and Materials, design, supervision, labor, tools, and field services required for the following:

a. A control system upgrade for the General Electric Frame 5 CT as specified herein and as indicated on the drawings. Work to include installation of all Equipment and Materials.

b. A control system for the HRSG and associated equipment. The HRSG control system cabinet will be installed and wired by Contract 106.

Triconex argues in its brief that no attorneys' fees were incurred by Greenwood, as Triconex voluntarily fixed the speed problem:

The only action necessary to correct the alleged defective "Work" in the instant case, was sending a field services representatives (sic) to Greenwood to verify the value for the scaling factor required to calculate turbine speed from a sensor placed on the auxiliary pump, having that field services representative correct the value in the program, and download the changes to the Triconex computer at Greenwood to implement the change. Those precise actions were in fact taken in Greenwood on February 14, 1996, by John Driskill, a field services representative for Triconex. (Ex. Vol. 5, Ex. 81). No attorney's fees were incurred to encourage or compel the subcontractor, Triconex, to correct the alleged defective work; and therefore, no award of attorney's fees is authorized under Contract 103 on the events that occurred in the instant case.

From the record before us, we find that the trial judge properly awarded attorneys' fees to Greenwood in accordance with the contract. Notwithstanding Triconex's assertions, the "Work" included the installation of the system, whether or not completed. According to the contract, Triconex was responsible for replacing any defective "Work" with nondefective "Work." Greenwood had to file suit because Triconex refused to pay for the damage to the turbine. Thus, finding no abuse of discretion, and for the reasons stated, we find this issue to be

without merit.

## VII. WHETHER THERE WAS SUFFICIENT PROOF AS TO THE REASONABLENESS OF ATTORNEYS' FEES

[13] ¶ 36. On July 14, 2005, Judge Hines entered an Order on the issue of attorneys' fees, which stated in its entirety:

\*1115 THIS CAUSE came before the Court on the issue of attorney fees. The Court has reviewed the attorney fees sought and finds that they meet the reasonableness requirement of the rules. The Court further finds that due to the complexity of the subject matter and the lengthy duration of the litigation that the employment of two (2) attorneys was justified. Accordingly the Court finds that the amount of attorney fees to be awarded in this cause shall be \$240,980.40.

Triconex argues that Judge Hines failed to make substantive findings of fact in accordance with the *McKee* factors established by this Court in *McKee v. McKee*, 418 So.2d 764 (Miss.1982). Instead, Triconex argues, Judge Hines simply gave an impermissible "blanket endorsement" of Greenwood's attorneys' claimed fees and expenses, which this Court forbade in *BellSouth v. Board of Supervisors*, 912 So.2d 436, 447 (Miss.2005). The *McKee* factors are adopted from Rule 1.5(a) of the Mississippi Rules of Professional Conduct, which states:

A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the location for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the