



# Forum

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## Proposed Training Options For Dispute Board Members in Developing Countries

By Peer Dalland

### Introduction

This article was originally prepared as a report to highlight problems experienced on a number of existing construction projects and to discuss some particular problems and options relating to the use of DABs on these projects.

There can be entrenched opposition to the use of the DB concept within some employer organisations in some developing countries. The acceptance of the concept and its inclusion in the contract documentation is only because the funding agency demands it, and there is not always a commitment to make it work during the execution of the contract.

Problems associated with the establishment and use of DBs in some developing countries can be far removed from those encountered in developed western nations. Apart from the different cultures and traditional ways of handling disputes, political

and bureaucratic interference with the running of the projects will often put additional pressures on the parties. The selection of suitable, and importantly, acceptable DB members can also be a challenge, not least because the fees expected by local DB members may only be a fraction of the going international rate. In many countries corruption issues may also have to be overcome.

### Available Options

Major infrastructure project financed by the major Multilateral Development Banks (MDBs) provides that standard FIDIC Contracts are used which makes the inclusion of DB provisions mandatory and therefore a condition of the loan approval.

That is generally the only involvement the Bank will have with the DB process, and if, or when, the parties fail to properly appoint a Board, or refer matters which should properly have been

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Many developing countries have had limited exposure to (the DB concept) and the employer in particular may not have had any previous experience with DBs. It is in such situations that problems may arise.

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## President's Page

This is the first of the "President's Page" from your newly installed president. The installation occurred at the DRBF Annual Meeting and Conference held in Washington DC on Oct. 4 & 5. Our outgoing president Gwyn Owen has turned over a very healthy organization. Your DRBF continues to evolve. The pace of "change" is escalating. Each of the past presidents has added some personal touch, some personal project for the advancement of the Foundation. This is in addition to the day to day full plate of presidential responsibilities. Two areas which have made tremendous strides forward under Gwyn's tour of duty and mainly due to his efforts are the President's List and the Mentoring Program. These are both very interesting topics that raise the level of the Foundation services to its members and to construction industry overall. We'll revisit both these topics in the near future with follow up articles in the Foundation Forum. Thanks Gwyn.

It was a very successful conference. A special thanks to all those who made it possible. The efforts of Committee Chair Pete Douglass, Hal McKittrick, Stephen Fox and Ann McGough were greatly appreciated. The typical annual conference format includes Dispute Board training sessions and the Board of Directors meeting just prior to the actual conference sessions, and this year was no exception. We were delighted that many of the attendees to the training sessions remained for the full conference. Some of the conference highlights were the panel discussions. The one on "Ensuring the Success of DRBs" was very timely. It was a well balanced panel with representatives from owners, engineers, contractors and DRB members. In the same vein the panel on "Dispute Avoidance – Not Just Dispute Resolution" was very enlightening.

There was also a panel on the need to develop more candidates to meet the expanding need for Board members. There is a very rapidly growing need both in North America and the rest of the world. I should add right here, when we say a Dispute Board member, we are referring to a trained member. Training is essential.

Dispute Boards were originally formulated to address disputes in US underground construction contracts. It was a real need and a sizable application. It has since grown from that beginning and now Dispute Boards have expanded far beyond the borders of North America and beyond just construction. As of this letter there are 24 DRBF Country Representatives. The countries go from A to Z, Australia to Zambia. The DRBF has over 600 members; at present approximately 60% are located in North America, 40% beyond North America. The North American DB applications are increasing. In the world beyond North America the growth of DB's is even more rapid. My estimate would be in three years the percentages will draw even. In five to six years they will be reversed.

The point being stressed in the panels is the need for DBs is steadily increasing and the number of "good ole boys" is steadily decreasing. There is a real growing need for trained members. Again I emphasize "trained." From time to time we come in contact with an owner or owner's engineer who says "we have tried DBs and don't like them." Upon closer questioning, the fault - about 75% - has been due to untrained DB members. Whereas the process is flexible and somewhat informal, there are some very definite NO'S. No matter how one sided, the signed contract is the **signed** contract. The DB cannot rewrite it. An untrained DRB often times tries to be "fair" and "equitable" or to "split the baby." This is not the DRB's prerogative. If the contract is ambiguous any associated liability lies with the owner's team but the contract is the contract. More on this issue in future columns.

I'm running out of room in this my first President's Letter but there is so much to relate. In previous *Forums* you heard about the DRBF's Ten Year Plan. This was an important topic in the Board meeting. A full update for the members was presented on Saturday morning at the conference by Hal McKittrick and Romano Allione. We are now officially Region 1 (US and Canada) and Region 2 (the rest of the world). Each of these regions has their own set of officers with certain oversight functions reserved for the parent structure. More later on the regions and how they will function in following issues of the *Forum*. For now, mark your calendars:

Regards,

**May 16-17, 2009: Region 2 Conference in London, England**  
**October 3-4, 2009 Region 1 Conference in Houston, Texas**

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## Executive Board of Directors

The DRBF Executive Board of Directors met October 3, 2008 in Washington, DC. Some of the items discussed include:

- The impact of the formal creation of Regions 1 and 2, including organizational structure and short and long term goals.
- The departure of Director and Committee Chair John Madden, who resigned due to health issues. Mr. Madden's seat on the Region 2 Board and his role as Chair of the International Committee and the Country Representative Committee will need to be filled.
- Development of the President's List. There are currently 50 people on the list, with new applications scheduled to be reviewed by the end of the year. So far, the DRBF president has helped put together 22 DRBs by supplying three names off the list for the parties to consider.

A summary of the discussion is available to all DRBF members on the DRBF web site. To access the **Board of Directors Meeting Minutes Summary**, go to [www.drb.org](http://www.drb.org). Click on the **Member Login** button, and then click on **DRBF Board of Directors**.

### Executive Board of Directors Meeting Schedule:

November 21 and December 19, 2008 and January 16, 2009 by conference call

## Region 1 Board of Directors

The members of the Region 1 Board of Directors are:

John Norton, President  
Kerry Lawrence, President Elect  
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Douglas Holen  
Blasdel Reardon

### Region 1 Board of Directors Meeting Schedule:

November 21 and December 19, 2008 and January 16, 2009 by conference call

## Region 2 Board of Directors

The members of the Region 2 Board of Directors are:

Volker Jurowich, President  
Nicholas Gould, President Elect  
Richard Appuhn  
James Perry

### Region 2 Board of Directors Meeting Schedule:

November 7 and December 5, 2008 and January 9, 2009 by conference call

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brought to the Board's attention, to the Board, the Bank has no contractual involvement and very little influence if dealing with a recalcitrant employer and/or contractor. Mostly the project staff of the Bank associated with the project have no in depth experience with Dispute Boards and are often no better informed than the employer and the contractor as to the proper function and operation of a Dispute Board.

The MDBs can only influence the DB process at the pre-loan approval stage, and there are no effective provisions which allows the MDB to interfere with or ensure that the DB continue to perform once the members of the Board have been appointed and the Board has been established.

Local Board members on many projects have insufficient experience and understanding of the DB process and are appointed because local members are far cheaper than international well known adjudicators. In some jurisdictions a qualified lawyer/arbitrator may happily accept fees of US\$200 per day whilst the accepted international fee for DB members may be US\$3,000 per day. There can understandably be resentment by the employer to agree to expat Board members earning 10 -15 times more than local candidates. The employer and the contractor may choose local members because of their intimate knowledge of local languages, cultures and customs. Two local Board members are more likely than not to propose a local Chair.

Assuming that most of these members can be, and often are, accredited arbitrators in their own jurisdictions, the appointment of local DB members can result in a highly qualified and competent Dispute Board which can tackle most

problems as they arise, in particular those associated with local issues such as land acquisition and relocation of affected persons.

However, this is not always the case, and my experience is that the DB will not be effective unless the individual Board members as well as the staffs of the employer and the contractor have some understanding of the DB concept. Many developing countries have had limited exposure to this, and the employer in particular may not have had any previous experience with DBs. It is in such situations that problems may arise.

In order to improve the process in situations where one or more of the participants are unfamiliar with the DB concept, one option is to provide an introductory Training Workshop at the outset of the contract.

The MDB which provides funding for the project is in the best position to control the implementation of the DB process and is also in a position to persuade the employer to arrange for Training Workshops to be conducted.

By amending the procurement guidelines and loan conditions, a MDB may insist that suitable training workshops, run by one or more experienced and qualified adjudicators, are conducted before the project starts. The MDB may also allow itself to monitor the DB process to ensure that the DB members as well as the parties comply with the contract provisions and the Tripartite Agreements.

The concepts considered may involve separate finance by the MDB to cover the cost of an international Chair (similar to the way that the Supervision Consultants are funded), as well as financing training packages for the contracting parties and the DB members, with

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The *Forum* welcomes articles on all aspects of Dispute Resolution Boards, and members are encouraged to submit articles or topics to the DRBF, attn: Editor.

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particular emphasis on training for local inexperienced DB members, as local members often seems to be the preferred option by the employer in particular. The project staff of the relevant MDB ought also to participate in the Training Workshops as they must be in a position to determine if the process is running smoothly.

It is clearly preferable that the Chair at least, should be seen as being independent with no ties to either the employer or the contractor, but if the contracting parties are not agreeable to this, it is advisable that in this situation the Arbitration tribunal should be seated outside the country of the project and consist of internationally appointed arbitrators in accordance with the default provisions in the FIDIC contracts.

**Options for Training and Funding  
Current practices**

Training Workshops for potential Dispute Boards members are conducted by organisations like the DRBF, ICC and FIDIC. DRBF training workshops are generally orientated towards the training of their own members to enable them to participate on DRBs.

FIDIC training workshops conducted by organisations like Cornerstone concentrate on training participants in the use of FIDIC contracts. There are a large number of people around the world who are qualified and competent to serve on DBs. However, I suspect that the overwhelming majority of these people are from the developed western world with only a very small percentage from developing countries.

**Training opportunities in developing countries**

Most major projects around the world which are funded by MDBs now use FIDIC contract conditions which have

provided for mandatory establishment of DBs for a number of years. Most of the MDB funded projects take place in developing countries, which as a result, have experienced a rapid growth in contracts using DBs. Many of the Public Departments which become the employer under these contracts may have little or no experience with DBs, and the contractor's staff may also have little experience with the concept.

One major problem is that the employer organisations in developing countries are very unlikely to have had their project staff attending international conferences or training workshops. The cost of travelling overseas to attend workshops and conferences can be prohibitive in many countries, and as a result few of the employer's staff members are likely to have had any formal introduction to either FIDIC contract conditions or Dispute Board provisions.

Similarly, the staff at the MDB resident missions responsible for monitoring the project and for allocating funding may not have in depth knowledge of the DB concept and how it should be applied to the project to obtain the best possible advantage with regards to dispute avoidance and the expedient resolution of conflicts.

**Training Options**

There are several ways of promoting the DB concept in developing countries and to provide an overview of available DB models and training of project staff at grass root level.

The DRBF workshops are orientated towards potential DB practitioners and the FIDIC seminars can be said to be target engineering consultants, contractor associations and senior management staff of public authorities. These are important

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groups in the context of potential users of the DB concept and the awareness and acceptance at this level is important.

Many projects in developing countries are conducted in less fortunate environments where few of the staff at the operational level has any experience with DBs.

There are opportunities for the MDBs to make funding available to conduct DRBF and FIDIC seminars and workshops in developing countries and also to promote and fund seminars at a more local level, perhaps organised by national consulting engineering organisations and DB practitioners.

However, in the short term, and in situations where it is clear that neither party to a contract has previous DB experience, another option is to conduct a project specific Introductory Training/Familiarisation Workshop at the outset of a contract as previously discussed.

There are several ways to implement such introduction. The suggestion that the MDB should provide separate funding to cover the retainer fees for the DB members and the cost of site visits, is a viable option, and may promote the appointment of experienced and qualified DB members, or at least encourage the appointment of an experienced Chair. In such circumstances the experienced members of the Board may provide the necessary introduction and familiarisation with the DB procedures during its first site visit, if it feels it is necessary and the parties agree.

In situations where the parties choose to run with local DB members with no previous training or experience, the Introductory Training Workshops become

viable options and will assist the participants in getting to know the DB concept, procedures and rules under non-adversarial conditions.

Funding by the MDB should be limited to the retainer fees and travelling cost associated with routine site visits, and the parties should have to fund all costs associated with disputes and associated hearings themselves. This would encourage the use of more effective dispute avoidance processes.

The main attraction with keeping funding for the DBs separate from the project funding is that any perceived savings gained by appointing DB members with the lowest fees and by reducing or cancelling regular site visits will not automatically be available for general construction expenses. Thus an employer will have nothing to gain by cutting the cost of the DB process and the contractor does not incur additional costs if potential problems are discussed with the DB during regular site visits.

Realistically it is only the MDBs that can initiate any form of training regime at project level and such programs would need to be described in the Invitations to Tender and Procurement documents. The MDB project team responsible for procuring the works will be the most competent unit to assess any training requirements during preliminary stages of the procurement process in consultation with the employer organisation. □

*About the Author: Peer Dalland has over 40 years of experience in the construction industry. As principal of Dalland Associates Pty Ltd in Australia, he serves as a consulting civil and structural engineer, arbitrator, adjudicator and mediator. He is on the FIDIC President's List of Dispute Adjudicators, and can be reached by email at [peer@dalland.com.au](mailto:peer@dalland.com.au).*



## 12<sup>TH</sup> ANNUAL MEETING IN D.C.

By Pete Douglass, DRBF Past President and Annual Meeting Committee Chair

The DRBF 12<sup>th</sup> Annual Meeting was held on October 4 & 5 at the Marriott Hotel in downtown Washington, D.C. The turnout was quite modest with only 63 attendees (over 15% from outside the US), but reasonable in light of the economic conditions and general tightening of discretionary spending by most public agencies. Fortunately our generous sponsors for the meeting – Atkinson Construction, Frontier-Kemper Constructors, Inc., J.F. Shea Co., Inc., Kenny Construction Company, McInerney & Dillon and Watt Tieder, Hoffer & Fitzgerald L.L.P. – made the event financially sound.

Half day DRBF Administration & Practice and Chairing workshops and our second face to face meeting of the Board of Directors in 2008 were held on Thursday and Friday preceding the Annual Meeting. The workshops were led by highly experienced DRBF members Roger Brown and Jim Donaldson, and provided an added opportunity to address any differences in the operating procedures of DRBs on projects across the US and abroad.

For the first time, this year's proceedings of the 2008 Annual Meeting will be summarized on a CD to be provided to each of the meeting registrants and sponsors and this CD will be available through the DRBF. Please contact Steve Fox, our Administrative Manager, by phone at 206-878-3336, by e-mail [info@drb.org](mailto:info@drb.org) or through our web site at [www.drb.org](http://www.drb.org) if you wish to obtain a copy of the conference proceedings.

The meeting started with brief welcoming comments from Conference Committee Chair Pete Douglass, Immediate Past President Gwyn Owen and 2008-2009 Executive Board President Jim Brady. Unfortunately for us, our Keynote Speaker, Virginia Senator James Webb, was called away at the last minute by the Democratic National Committee to assist in the campaigning for Barack Obama in the elections for the next USA President on November 4, 2008. Having now read the Senator's latest book, "A Time to Fight," I believe that we missed a golden opportunity to hear an insider speak on the problems facing the US and the world today and a path out of this dilemma, not inconsistent with the principles on which the successful DRB process is founded.

Hal McKittrick, Romano Allione and Volker Jurowich filled in the Senator's slot with a brief description of the implementation of the DRBF 10 Year Plan. This 10 year plan officially establishes the DRBF as an international organization with two initial regions, Region 1 (North America) and Region 2 (the rest of the world at this time), and an Executive Board that oversees the workings of the regions and the general direction of the DRBF. Prior elections of the general DRBF membership placed Jack Norton and Volker Jurowich as first year presidents of Regions 1 and 2, respectively. Discussions regarding the criteria for the formation of additional regions are ongoing at this time.

The meeting was considered an overwhelming success by all those in attendance and included panel discussions on "Enhancing the Success of DRBs," "DRB Practice on Highway/DOT Projects," "The DRB Process on Projects Outside North America," "Filling the Need for More DRB Board Members," and "Dispute Avoidance and Prevention." In addition, in a DRB exercise Boards were formed to hear a scenario and then rule on a mock Advisory Opinion case that proved both entertaining and informative regarding this highly successful process in the DRB repertoire. The limited space available in the *Forum* does not allow me to do justice in discussing each of the sessions and I encourage everyone to obtain a copy of the CD mentioned above to reap the benefits of this meeting.

The highlight of the entire meeting was probably the Dinner Cruise on the Potomac and Al Mathews Awards Banquet where Romano Allione and Hal McKittrick each received the much deserved and highly touted award for their exemplary service to the Dispute Board process and the DRBF in particular. Ann McGough was responsible for setting up the meeting and the dinner cruise and much of the success of the meeting belongs squarely in her hands. Other members of the organizing committee who deserve a special thank you include Romano Allione, Hal McKittrick, Rich Redmond, Jim Phillips, Joe Sperry, John Madden and Steve Fox. □

# Letter to the Forum: Binding or Not? That's the question



By Adam Heine

Referring to the question about the legal character of the DRBs, posed by Shani Wallis in the DRBF Forum in August 2008 I would like to present my point of view.

Originally DRBs have been commonly regarded as nothing more than an impartial but competent body giving advice to those who are unable to resolve a dispute by themselves. Thus the solution of the dispute, called the *recommendation*, as any common sense advice, was usually accepted by the parties of contract without reference to any enforcement agency. Therefore it could be classified in legal terms as non-binding, nevertheless it operated quite smoothly insofar two basic assumptions have coincided:

- first: that the DRB would be able to convince both parties as to what the binding award of subsequent arbitration may be in case the recommendation of the DRB is rejected, and
- second: that both parties of the contract use common sense as their leading principle. That is because people possessing common sense rarely resort to litigation knowing that the judgment inevitably shall be against them.

Rarely does not mean never. There are also some forces prevailing over common sense, and many legal advisers promote the *defense to the last trench* as allegedly the best for their clients. Therefore the apparent weakness of the DRB's final product attracted challenges, undermining at least part of the good job performed by the DRBs.

For any evil there must be a redress, in this case then the DRBs have gradually developed into DABs. The difference lies in the form of its products: while the DRBs produced *recommendations*, the Dispute Adjudication Boards produce *decisions*. Such form has been introduced into FIDIC's 1999 Conditions of Contract as a basic model. There was much more than a mere change of name: standard provisions of *Procedural Rules* for the DABs grant the DAB the power to *open up, review and revise any certificate, decision, determination instruction, opinion or valuation of the Engineer, relevant to the dispute*. Considering the power of the engineer in the contract, the superior position of the DAB grants to the DABs the highest position in a chain of decisions in any FIDIC 1999 Conditions of Contract.

Is such a *decision* of the DAB final and binding? The answer requires some more consideration to be given to the details of the FIDIC 1999 text. There is a provision, granting a period of time for the parties to the contract for abrogation or modification of the DAB's *decision*, and another period for appealing to arbitration. The reasons for the provisions are easy to understand: the freedom to modify the civil contract by mutual decision of its parties, acting within their respective laws must remain unrestricted, and so is their law to seek redress in a court of arbitration.

But the *legal validity* of the DAB's *decision* is not equal to that of the civil courts, where an judgment of a civil court is not *legally valid* until exhausting the whole chain of appeal, granted by law. Up to this time the judgment is suspended. The FIDIC 1999 CoC provides on the contrary, that the *decision of the DAB shall be binding to both parties, who shall promptly given effect to it, unless and until it shall be revised in an amicable agreement of the parties, or an arbitral award as described below*.

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The DRBF attracts new members as the DRB process advances into new industries and regions throughout the world. Help us expand by sharing information with your colleagues.

Complete membership information, as well as conference and training details, can be found on our web site or contact the main office for details.

It cannot be stated more clearly, that the *decision of the DAB is binding, but it may not be final*. It can also be understood, that *it is binding ad interim* because there exists a way for its revision.

But what if the *decision* of the DAB is executed immediately, and some time later it becomes revised and abrogated or modified as granted by the CoC?

That is quite easy to imagine. The revision has to take into consideration that the original decision in the meantime has changed original situation to some extent. For example, if a sum to be paid to the contractor that has been granted under the *decision* were actually paid and if later reduced or increased by the revision, then the difference shall be deducted or surcharged. The effects of technical decisions may be more complicated, and there is some risk of errors and additional cost, but the construction practitioners generally agree that the risk of error to be committed by the independent committee is not likely to occur and even if it happens, the cost of remedy would be negligent when compared with inevitable damages resulting from the unresolved dispute.

When taking part in a number of DABs the issue of *binding or not*, as well as *legal validity* appeared quite often. I came to the conclusion that it is advisable to include at the end of the *decision* a clear statement cited from the CoC FIDIC 1999, above mentioned.

There is still one problem, and it is legal enforceability of the *decision*. Quite often we hear that the *decisions* are not *enforceable* by the institutions of the State, and therefore their *legal validity* is not equal to those of arbitration and State courts. This challenge is wrong, because the State courts grant their assistance in the recovery of debts, if there is proof that the debts have sound basis within a civil contract. Then there is a chain:

- civil contract →
- claim →
- invoice →
- *decision* of the DAB →
- *plaint*,

which shall result in a warrant. This usually works, or at least serves to break a tie.

This is why I would not worry about *legal validity* of the DABs' *decisions*. Let us try only to correctly weight the evidence provided by the parties of contract and make the *decision* loud and clear, and trust in the common sense of the parties.

This is our duty.

The party who shows a shortage of the common sense will probably pay for that.

That is their bad luck. □

*Adam Heine lives in Warsaw. He can be reached by email at Heine@poczta.fm.*

# Ethics in Today's World of DRBs:

## DRB Member Serving as a Mediator



By Jim Phillips Ph. D.

The question raised in the previous edition of the Forum involved a DRB which had issued a recommendation that the project owner pay the contractor \$500,000 to resolve a dispute. Subsequent to the publication of the DRB Recommendation, at the next regularly scheduled DRB meeting, the owner and the contractor take the DRB chair aside and ask for help in negotiating that dispute and several others. They request that the chair help them resolve a few “sticking points” during the lunch break, and not to tell the other Board members, or anyone else, that this negotiation/mediation is taking place.

Before discussing this question, I want to advise the readers that Bob Robertory wrote in from Fairfax Station, Virginia with his comments about the discussion from column in the August Forum. That discussion centered on a DRB which was not having the parties bring disputes to it for formal or informal hearings, despite the fact that the Board had been reviewing project correspondence indicating that a multitude of disputes arising on the project were remaining unresolved.

Bob agreed with my discussion, but indicated that he thought I had really ducked the essence of the dilemma. Come on Bob! Bob claims that I never addressed the eventuality of one party absolutely refusing to bring a dispute to the DRB for resolution. He recited his experience on a DRB where the contractor would give the DRB at each meeting a list of pending claim items, but refused to submit them to the DRB, despite the DRB's and owner's urgings to do so.

Bob goes on to opine that the DRB's resigning in this situation was a cop out because it deprives the parties of their ability to

receive recommendations from experts who had observed project performance. I absolutely agree with Bob on this point, as I served as chair on a DRB where the owner requested that the DRB resign just for this very reason. I refused, citing the absence of authority under the contract, and ultimately the contractor began to refer disputes to the DRB.

I think Bob has raised a great point. If the DRB process is provided for in contract specifications, and most, if not all DRB protocol is, can and how can the specification be enforced, or should it be enforced?

The answer to these questions is made more complex by virtue of the fact that many construction contracts with DRB specifications are written by the owners with no opportunity for the contractor to negotiate terms, thereby leaving many contractors feeling “stuck with the DRB process.”

At the risk of having Bob accuse me of copping out, **again**, I remind the readers that I recited, in my opinion, the only relevant Canon from the DRB Code of Ethics in the August discussion, Canon 4. Should any reader identify other relevant Code of Ethics passages, please call or write to me.

The question of the failure of the parties to submit disputes to a DRB might be addressed by the author of a DRB Specification. Language might be inserted to provide that if either party fails to bring a dispute to the DRB during the life of the project, or otherwise participate in the DRB process, that party will be deemed to have waived their rights as to that issue.

Absent such language, this issue will continue and the potential for parties to refuse to participate will be ongoing. Another possibility is that the owner should provide a training or presentation at the project

**DRBF U.S.  
Regional  
Representatives**

**New England**  
Kurt Dettman and  
Blase Reardon

**Northeast**  
Kathleen Harmon

**Mid-Atlantic**  
Adrian Bastinelli

**Southeast**  
Jim Brady

**Florida**  
Ralph Ellis

**South Central**  
J. Lynn McDonald

**North Central**  
Larry Lenahan

**Rocky Mountain**  
Ed Wheeler

**Northwest**  
Roger Brown

**Northern  
California**  
John Jacobs

**Southern  
California**  
Bill Carlson

showing to educate contractors as to the value of the DRB process and the success rates for avoiding claims and litigation.

Now, as to this Forum issue's discussion, the question posed in August and recited above suggests that both parties to the contract are willing for the DRB Chair to serve as a mediator or negotiator. Canon 2 of the Code of Ethics recites that the conduct of the Board shall be above reproach and that there should be no *ex parte* communications. In this instance, the Chair is being approached by both parties so the danger of *ex parte* communication is not present.

There are two basis issues here: should a dispute previously heard by the DRB for which a recommendation has been published be reopened and, should the Chair perform the role of a negotiator/ mediator between the parties?

The first issue of reopening a dispute after a Board recommendation is complex. If the DRB sets a precedent of doing so, then the danger is that every recommendation would be open for renegotiation. This may lead to a complaint of inefficiency of the process. On the other hand, if both parties wish to negotiate toward a settlement, there is nothing in the Canon of Ethics preventing this from occurring. In my experience, most serious negotiation occurs immediately before a formal hearing.

As to question of whether the chair should serve as a mediator between the parties, again there is nothing in the Canons of Ethics to prevent this. However, the question, could this practice serve to undermine the DRB process? If parties regularly request a Board member to mediate disputes, then the DRB process is being undermined, and a contract requirement rendered impossible to perform. This might, over a period of occurrences be viewed as unethical conduct if the result is the frustration of contract duties and obligations.

The best approach might be for the DRB chair to decline from moving out of her/his role as a member of the DRB and moving

into a more complex one. This avoids any appearance of impropriety or confusion by other Board members and the parties themselves. If the Chair serves as mediator, he/she may hear facts/data that might not be presented at a hearing that would affect other Board members opinions. Moreover, the parties might hold back certain information at the hearing if they anticipated going into a mediation process later.

Thanks again to Bob Robertory for writing in. I encourage anyone to contact me for a broader discussion or to take issue with my opinions.

Jim Phillips, DRBF Ethics Committee Chair  
Phone: 804 289-8192  
Email: [jphillip@richmond.edu](mailto:jphillip@richmond.edu)

**NEXT ETHICS CHALLENGE**

Assume that you sit on a DRB and that during one of the regularly scheduled meetings another Board member tells you he knows that one of the parties is looking for other DRB members on a different project. He tells you he is applying for service on this DRB and wants to recommend you as well.

**What would you do?**



**Forum Editorial  
Deadline**

Our readers love to hear DRB success stories, challenges facing the process, and the latest industry news and events. If you have new information about DRBs, DRBF members, or an article to share, please tell us! Contact Forum Editor Ann McGough by email at [amcgough@drb.org](mailto:amcgough@drb.org).

*Deadline for the February issue is*

**January 1, 2009**

# REGIONAL MEETINGS HELD IN LONDON AND BOSTON

## Not the First DRBF UK Member's Meeting

By Murray Armes,  
UK Country Representative

On 9 September around fifty people gathered at the London offices of solicitors Davies Arnold Cooper to attend the First DRBF UK Member's Meeting. Well that was the intention, but things did not go quite according to plan because apart from members from the UK we had members from Italy, France, the Netherlands, Romania and Poland, and one member from the US so this was not really a UK member's meeting at all but an international meeting! Of course, everyone was very welcome and it was a particular pleasure to have so many visitors from outside the UK.

The idea for the meeting originated from a discussion with Gordon Jaynes while sitting around a swimming pool in Orlando in October 2006. Gordon suggested that as we had about 70 UK members that a regional meeting should be organised. Well it only took two years to do so, but on the whole I think those who attended thought it well worthwhile.

We were treated to an interesting programme, starting with the Dispute Board procedures which have been adopted by the Olympic Delivery Authority for the London 2012 games. Peter Chapman introduced the session and then John Hawkins, manager of the Management Procurement and Law Department at the Institute of Civil Engineers provided us with more detail.

The Dispute Board procedures for the 2012 project are not the same as those that have been adopted in the US or by FIDIC. The ODA has decided to set up an Independent Dispute Avoidance Panel (IDAP), whose role is to assist the parties to avoid disputes, and then a separate Dispute Adjudication Panel, which will be responsible for deciding disputes that IPAP is not able to help the parties avoid. This slightly unconventional Dispute Board structure has come about because of concerns that the jurisdiction of an adjudicator might be challenged, where the adjudicator has had an involvement with the parties, for instance in trying to help them avoid the dispute. The ODA recognises that issues will inevitably arise, hence the use of IDAP to address them early and to avoid disputes where possible. The ODA also recognises that despite the best efforts of both the parties and IDAP, that disputes will arise, hence the appointment of a panel of experienced adjudicators.

Our next speaker was Brian Totterdill. It was originally intended that a representative of FIDIC would come and discuss the possible changes to the FIDIC Dispute Board procedures and also let us have a preview of the draft new version of the Gold Book. However, our meeting clashed with a FIDIC conference in Canada at which the new draft of the Gold Book was being presented and so we were denied our preview.....for now! Brian stepped in and produced a presentation at very short notice and which prompted some lively discussion about just how successful (or otherwise) the proposed amendments were likely to be. The points made at the meeting will be collated and fed back to FIDIC.

Next Romano Allione gave a presentation to update the delegates on the DRBF ten year plan. This was familiar to some but not to others, especially those who had not attended one of the more recent international or US conferences.

Finally, the meeting ended with an open floor panel discussion for which delegates had been invited to submit questions and topics for discussion. The panel was made up of all the previous speakers plus John Goodman from our hosts DAC. So interesting were the discussions that took place that it was hard to bring an end to them to allow time for drinks and canapés kindly supplied by Davies Arnold Cooper.

The feedback I have received since was largely positive (apologies to the delegate who complained that I had not acknowledged their registration.....sorry but I was working on my own on this!) and the consensus appears to be that six monthly meetings would be desirable. If there are any UK (or international) members that would like to help me organise these meetings on a regular basis, your help would be very welcome, otherwise it might take me another two years to organise the next one! Please contact me by e-mail at [marmes@probyn-miers.com](mailto:marmes@probyn-miers.com) if you can help or have any ideas for future meetings. In the meantime I am in preliminary discussions for what could be a very exciting next meeting.....so watch this space!□

## Common Sense for Construction Disputes

By Blasdel Reardon, Northeast Regional Representative

“Common Sense for Construction Disputes” was the theme on a quintessential New England fall day overlooking Totten Pond in suburban Waltham when nearly sixty persons (attendees and speakers) gathered at the Emerging Enterprise Center for the first Northeast Regional Conference and DRB Administration & Practice training workshop. Organized by Kurt Dettman and Blase Reardon with considerable assistance from Ann McGough, promotion of an alternative dispute resolution (ADR) plan at the beginning of a project was our objective. Obviously, one method in this “common sense approach” is the establishment of a Dispute Review Board up front. It is important to note that except for their frequent and very successful use on “the Big Dig,” DRBs have not been widely used in New England. So our task was to awaken the awareness to the need of ADR preplanning and then explain how DRBs perform.

After DRBF President Jim Brady's welcoming comments, our Keynote Speaker Maureen McDonough from the Harvard Allston Development Group gave an overview of this massive multi-year construction and expansion plan that the university has for the Boston area. Maureen is a civil engineer and lawyer who has spent virtually all of her professional career on some of Boston's most notable and visible projects, so her comments focusing on Dispute Avoidance and Resolution were very timely. Her current preference for ADR is structured negotiation. We were also fortunate that Maureen was able to spend much of the

*(continued on p. 14)*

(continued from p. 13)

conference participating in other discussions surrounding ADR and the use of Dispute Review Boards.

Two hour-long panel discussions followed. Panelists were owners, architects, contractors/subcontractors, surety and bonding representatives, and construction lawyers all of whom had many opinions about ADR.

The first panel delved into Dispute Avoidance, and several conclusions “jumped” from this session. There is either widespread dissatisfaction or complete support for Partnering based upon personal experience. LEED/Green objectives in building construction are “an incubator for future disputes” to quote one panelist with which many conference attendees agreed. Finally, there was no strong opinion about the need for preconstruction ADR planning which was somewhat disappointing. Most of the panelists believe that owners should initiate the concept for a project.

The second panel concentrated upon Dispute Resolution. When an issue has gone unresolved, perhaps become hostile, or worse yet festered into a formal dispute, what does a constructor do? Universally, the panelists avowed disdain for litigation or even arbitration as a means of settling disputes. Prompt attention by executive management of the firms involved, trying to “work it out” through structured negotiation or facilitation, reliance upon some type of expert advisory panel, or mediation were all heavily favored alternatives.

At lunch, three speakers who personally have seen their share of construction disputes briefly described how “they got or stay out of trouble.” First was a fourth tier subcontractor on a \$300

million project who because of his firm’s performance under adversity along with excellent documentation was able to convince the contractors above his to resolve their multi million dollar problem amicably through facilitation, structured negotiation, and mediation all with the assistance of someone to whom the speaker referred as “the communicator.”

The second luncheon speaker described the use of a superb mediator to effect what he called “reconciliation” on a complicated multi-party (American and foreign) dispute on an underground utility project (this three year project also had a DRB in the form of a single independent neutral). Lastly, a public official described how the Commonwealth of Massachusetts has modified its public bidding laws to permit selection of more qualified designers and constructors for public works. Then he personally “rides herd” on each project monthly by meeting with executives of the designer and general contracting firms, in hope of averting potential disputes before they fester.

The entire afternoon was devoted to a DRB A & P Workshop taught by Kurt Dettman, Eric Kerness, and this writer. There were eighteen attendees representing a cross section of construction - building and civil. Needless to say, there were many examples of “what if” and “personal experiences” shared by the instructors and the “students” after which DRBF certificates were rendered.

In all, after many months of planning and finally executing this event, we can say it was quite successful, but some things we would do differently too. Kurt Dettman and I believe this conference could be a model for use in other metropolitan areas where DRBs are not in vogue yet, using the same format with local participants. We will gladly share our experience and advice for those interested. □

<b>DRBF Country Representatives</b>
<b>Australia &amp; New Zealand</b> Graeme Maxwell Peck
<b>Bahamas</b> Colin Arthur Marshall
<b>Belgium</b> William Buyse
<b>Brazil</b> Gilberto José Vaz
<b>Canada</b> Donald L. Marston
<b>China</b> Hongwei Zhao
<b>Ethiopia</b> Michael Gunta
<b>France</b> James C. Perry
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<b>Switzerland</b> Pierre M. Genton
<b>Thailand</b> Victor James Smith
<b>United Arab Emirates</b> Hamish F. MacDonald
<b>United Kingdom</b> Murray Armes

## WELCOME TO NEW DRBF MEMBERS

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William Adams Plant City, FL USA	Mauricio Gonzalez Kiewit Southern Co. Sunrise, FL USA	Ron Meler RW Meler Consulting La Mesa, CA USA
Ma. Carmen D. Babista-Lazaro Fortun Narvasa & Salazar Law Offices Makati, PHILIPPINES	James R. Haggins CMCS, LLC Bowie, MD USA	Jesusito G. Morillos Follosco, Morillos & Herce Law Firm Makati, PHILIPPINES
Edward G. Barron EGB Consultancy Ltd. Wolverhampton, ENGLAND	Peter Hart Gardiner & Theobald Fairway Ltd. London, UK	Bill Nowak APAC-Southeast, Inc. Jacksonville, FL USA
John Beltran Dragados USA New York, NY USA	Tony Harvey Genesis CEI Services Tampa, FL USA	Phoenix Children's Hospital Dave Cottle Phoenix, AZ USA
John Bramonte APAC-Southeast, Inc. Lutz, FL USA	Liam Holder EC Harris LLP Chew Magna, Bristol, ENGLAND	Ananth Prasad HNTB Corporation Tallahassee, FL USA
Elena Capitaneanu Egis Romania S.A. Bucuresti, ROMANIA	Sorin Septimiu Ionescu PCMG Northbridge Deva, HD ROMANIA	Gus Quesada Bermello, Ajamil & Partners, Inc. Miami, FL USA
Raymond Conklin State of Florida Div. of Consumer Svcs. Tallahassee, FL USA	Alan Johanson San Francisco PUC - Construction Mgt. San Francisco, CA USA	Harlan Kelly, Jr. San Francisco PUC San Francisco, CA USA
Bernard Contreras Klajuba Architects Las Vegas, NV USA	Sanjeev Koirala Kathmandu, NEPAL	Roger Schmitt Florida DOT Deland, FL USA
Romeo C. David Proconsult, Inc. Pasig City, PHILIPPINES	Tilak P. Kolonne Form Consultants Nawala, SRI LANKA	David Wong Kwee Shiony CPG Corp Philippines Inc. Pasig City, PHILIPPINES
Ernesto S. De Castro ESCA Inc. Quezon City, PHILIPPINES	Ricardo Davila Lamar Dragados USA New York, NY USA	Louis Stolba Tallahassee, FL USA
Joe Donaruma APAC - Southeast Lake City, FL USA	Rhett Leary HNTB Corporation Orlando, FL USA	Shannon Sweitzer North Carolina Turnpike Authority Raleigh, NC USA
Richard Dun Anderson Columbia Co., Inc. Fort Meyers, FL USA	Ben Leung San Francisco PUC - Construction Mgt. San Francisco, CA USA	Ivan Junming Tao ETG Corp Philippines Inc. Pasig City, Manila PHILIPPINES
Jerry Fletcher APAC-Southeast, Inc. Gainesville, FL USA	Boon Lim San Francisco PUC - Construction Mgt. San Francisco, CA USA	Emilian Traista Search Corporation Bucharest, ROMANIA
Salvador Fonseca Chadbourne & Parke, S.C. Mexico City, D.F. MEXICO	Paul Lohmiller, PE Bonestroo, Inc. Mequon, WI USA	Buckley Williams England-Thims & Miller, Inc. Jacksonville, FL USA
Carlos Garcia URS Corporation Southern Miami, FL USA	Simon Longley HPR Consult Ticehurst, E. Sussex UK	Simon R. Worley Environmental Infrastructure Assoc. Ltd Plymouth, UK
Olga Polo Gomez	Patrick McKnight APAC-Southeast, Inc.	Diane Zelmer Shutts & Bowen LLP Miami, FL USA □

# Spreading the Good News of the DRB Concept in Asia

## *A continuing advocacy project of DRBF Philippines*



By Salvador Castro, DRBF Country Representative for the Philippines

As part of its three year plan, in August DRBF Philippines successfully concluded the three day annual events, as follows:

### EVENT 1: FIDIC INTERNATIONAL CONTRACTS TRAINING COURSE

#### MODULE 1: THE PRACTICAL USE OF THE 1999 FIDIC CONDITIONS OF CONTRACT & MDB's HARMONISED CONSTRUCTION CONTRACT, 2006

The course was organized by DRBF Philippines Representative Salvador Castro and CECOPHIL with Robert Cochrane as the resource person with 78 paying participants. There were foreign participants from Brunei, Darussalam, Indonesia, Sri Lanka, Singapore, Japan, China and Korea. It was the second offering of the same module due to the demand from the last training session.

### EVENT 2. FORUM on EXPERIENCES in the USE of DISPUTE BOARDS and the INTRODUCTION of the JBIC New CONDITIONS of CONTRACT 28 AUGUST 2008

Taking off from last year's Forum, which was focused primarily on the introduction of the use of the DRB/DAB/DB, it concluded with the following action plan to reach the goal of adopting the DRB concept as another mode of resolving conflicts or disputes, in addition to

mediation / conciliation and arbitration and even litigation:

1. conduct massive awareness and educational campaigns to promote the use of DRB/DAB/DB;
2. develop and train lawyers, engineers and professionals to be member or chair of DRB/DAB/DB with the support of DRBF, ICC and FIDIC; and
3. the country should have its own national list of adjudicators for commercial disputes.

A sequel to last year's Forum, the DRBF Philippines collaborated with the Japan Bank for International Cooperation/Japan International Cooperation Agency. This year the focus was on actual experiences in the use of DBs and the introduction of the JBIC New Conditions of Contract, which was based on the 1999 FIDIC Red Book and adopted the MDBs Harmonised Construction Contract of 2006. The Forum focused on experiences and practical application of the DRB concept and the significant differences between the old and new conditions introduced in the JBIC New Conditions of Contract.

Salvador P. Castro, Jr. acted as Master of Ceremonies. He worked with Mr. Miayo Taisuke of JBIC and other members of DRBF to set the program. Invaluable support was provided by DRBF members from the Philippines, namely Atty. Daisy Arce (also member of PDRCI Board of Trustees), Atty.

Arthur Autea (PDRCI Member) and Engr. Michael Reyes, who is also the President of CECOPHIL. All of them acted as members of the Panel of Moderators, which orchestrated the Question & Answer portion of the Forum. Atty. Autea provided the synopsis and summary of all presentations as well as the issues raised and answered during the Q&A.

Ms. Sonia T. Valdeavilla, Officer-in-Charge of the Philippine Overseas Construction Board (POCB), led the invocation. The four day program was also supported by the DRBF Philippines Secretariat, headed by Ms. Emma Fernandez, with others from the office of SPCastro and Associates, Inc., which houses the office of DRBF in the Philippines.

Dean Custodio Parlade, President Emeritus and member of the Board of Advisors of the Philippine Dispute Resolution Center, Inc. (PDRCI), welcomed the guests and participants to the Forum. Dean Parlade is one of the advocates of the development and use of the Dispute Review Board concept in the Philippines, not only in the construction sector but also in the business sector.



***Delegates from nine different countries participated in the Forum.***



***Opening speaker Mr. Hiroshi Togo***

The opening remarks were given by Mr. Hiroshi Togo, Manila office Chief Representative of the Japan Bank International Cooperation (JBIC). Mr. Togo highlighted the human resources competency and skills development required, particularly in contract management, from those implementing the projects under the JBIC ODA program.

Mr. Miyao Taisuke, Director of JBIC, delivered the closing remarks. Mr. Taisuke was instrumental in making this event a reality. He was among those who initiated the conduct of a DAB Forum in the Asean, choosing the Philippines as the venue. JBIC, in addition to providing the leadership, also sponsored the activities on 28 August 2008.

For this year's Forum, we have four resource persons. Mr. Yukinobu Hayaishi, who presented the "Introduction of the JBIC New Conditions of Contract," Prof. Toshihiko Omoto, whose topic focused on the "Experience in the Practice of Dispute Boards," Atty. Victor P. Lazatin, lectured on "The ADR and Use of Dispute Boards in the Philippines," and the last speaker was Mr. Gordon L. Jaynes who talked on "How to Become a Dispute Board Member."

The high turn-out of participants from a wide cross-section of the business and construction industries, including some from neighboring countries, and the warm support of foreign resource speakers as well as the active participation of local ADR advocates is a step forward in establishing DB in the Philippines, and the accreditation of a local and regional pool of DB experts to cater to the needs of the Asean region.

**EVENT 3. MANIFESTO 28 AUGUST 2008**

**Endorsing DRBF's Advocacy to Develop the Use of the Disputes Adjudication Board in the Resolution of Construction and Commercial Disputes**

The Forum ended with the signing of a Manifesto supporting and endorsing the advocacy of DRBF in the promotion of the use of the Dispute Resolution Board concept in the country. The Manifesto was signed by the Presidents of the following organizations / institutions:

1. Council of Engineering Consultants of the Philippines (CECOPHIL), representing the "Engineers"
2. Philippine Constructors Association (PCA), representing the "Contractors"
3. Philippine Dispute Resolution Center, Inc. (PDRCI), representing "ADR on business disputes"
4. Philippine Institute of Construction Arbitrators and Mediators (PICAM), representing "ADR on construction disputes"

The signing was witnessed by representatives from Japan Bank for International Cooperation (JBIC), (Hiroshi Togo & Miyao Taisuke), Japan International Cooperation Agency (JICA) (Kenzo Iwakami), DRBF (Gordon L. Jaynes and Salcador P. Castro), and Philippine Overseas Construction Board (POCB), (Samson Lazo).

**MANIFESTO**

**Endorsing DRBF's Advocacy to Develop and Use of the Disputes Adjudication Board in the Resolution of Construction and Commercial Disputes**

WHEREAS, disputes invariably arise for different reasons in any kind of business undertaking between contracting parties;

WHEREAS, it is recognized that it is in the best interest of the contracting parties to resolve such disputes at an early stage, as they occur;

WHEREAS, the Dispute Resolution Board Foundation (DRBF), a non-stock and non-profit organization that is committed to the foregoing objective, has spearheaded the advocacy in introducing and promoting the development and use of the Dispute Adjudication Board to speedily resolve conflicts and disputes in the construction and business industries as they occur;

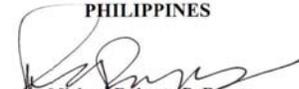
WHEREAS, in order to succeed in realizing this endeavor, DRBF needs the support of concerned organizations.

NOW THEREFORE, WE, the undersigned representatives of the recognized business and construction organizations in the country, do hereby declare our unwavering support for DRBF's efforts to promote and institutionalize the use of the Dispute Adjudication Board in the resolution of disputes and conflicts among contracting parties within the business and construction industries.

WE RESOLVE further to commit our support in whatever information campaign or fora that will be organized by DRBF in order to meet the foregoing objectives.

Done in the City of Pasig, Philippines this 28th day of August 2008.

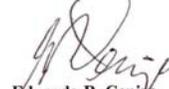
**COUNCIL OF ENGINEERING  
CONSULTANTS OF THE  
PHILIPPINES**

  
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President

**PHILIPPINE CONSTRUCTORS  
ASSOCIATION**

  
Anthony L. Fernandez  
President

**PHILIPPINE DISPUTE  
RESOLUTION CENTER, INC.**

  
Eduardo R. Ceniza  
President

**PHILIPPINE INSTITUTE OF  
CONSTRUCTION ARBITRATORS  
MEDIATORS**

  
Beda G. Fajardo  
President

WITNESSES

**JAPAN BANK FOR  
INTERNATIONAL COOPERATION**

  
Hiroshi Togo      Miyao Taisuke  
Chief Representative      Director  
- Manila Office

**JAPAN INTERNATIONAL  
COOPERATION AGENCY**

  
Norio Matsuda  
Resident Representative

**DISPUTE RESOLUTION BOARD  
FOUNDATION**

  
Gordon L. Jaynes      Salvador P. Castro, Jr.  
Member Emeritus      Country Representative  
Board of Directors      Philippines

**PHILIPPINE OVERSEAS  
CONSTRUCTION BOARD**

  
David M. Consunji  
Chairman

EVENT 4. ROUNDTABLE DIALOGUE 28 AUGUST 2008



A Roundtable Dialogue was held in the afternoon among DRBF/JBIC/JICA and the leaders of the engineering, consulting and contracting sectors, and ADR practitioners in the country. The objectives were to review the Q&A raised during the Forum in relation to the promotion of Dispute Boards in the Philippines. Also discussed were the constraints, problems, and possible resolutions on how JBIC/JICA and DRBF can help support this advocacy of DRBF Philippines.

YEAR 2009

Based on the positive feedback from the above events, DRBF Philippines with the support of the industry's organizations and institutions have planned to implement the following by next year:

- 1 Module 1 to be followed by Module 2 (a re-run due to demand)
- 2 Modules 3 & 4, subject to Gwyn Owen's availability and the cost of availing the modules considering that the participants will be limited. To date, we have 28 persons who have completed Modules 1 & 2 and have signified their interest to complete the remaining modules subject to affordability of the registration.
- 3 A Third Forum, which this time may expand and turn out to be an ASEAN affair. (This is still our dream board but definitely, we will hold another Forum).
- 4 Conduct a massive information campaign on the following subject matters:
  - a. 1999 FIDIC Contracts and MDB Harmonised Construction Contract Version 2006
  - b. Dispute Resolution Board concept, its effectiveness, and the cost benefits in the use of DRBs by the stakeholders as well as the government.
- 5 Develop and conduct training modules for engineers on the 1999 FIDIC Contracts and MDB Harmonised Construction Contract Version 2006.

In summary, we believe that there is still a need to be more aggressive with our information campaign so that DRB/DAB/DB will be accepted as a "Dispute Prevention Board" and will benefit all parties including the government as borrower.

About the Author: *Salvador P. Castro is the DRBF Country Representative for the Philippines. He can be reached by email at [spcastro@spcastro.com](mailto:spcastro@spcastro.com)*



*Sitting (L to R): Miyao Taisuke, JBIC Director; Gordon Jaynes, DRBF/FIDIC; Custodio Parlade, PDRCI President Emeritus; Prof. Toshihiko Omoto, DRBF/FIDIC; Hiroshi Togo, JBIC Chief Representative - Manila Office; Atty. Victor Lazatin, PICAM President Emeritus. Standing (L to R): Salvador P. Castro, Jr.; Veda G. Fajardo, PICAM President; Sonia Valdeavilla, POCB/PDCB Officer-in-Charge; Arthur Autea, Daisy Arce,; Emma Fernandez; Floro Adviento, JBIC Manager; Yukinobu Hayashi; Anthony Fernandez, PCA President; Michael Roberto Reyes, CECOPHIL President.*



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# FOUNDATION FORUM

Dispute Resolution Board Foundation  
19550 International Blvd. So., Suite 314  
Seattle, WA 98188

## FOUNDATION FORUM



*DRBF Past President Gwyn Owen congratulates Romano Allione.*

### Romano Allione and Harold McKittrick Honored with Al Mathews Award

Each year, the Dispute Resolution Board Foundation bestows the **Al Mathews Award** to one or more members who have given exemplary service in advancing the use of Dispute Resolution Board concepts, and the DRBF. On October 4, 2008, DRBF members **Romano Allione** and **Harold V. McKittrick** were recognized for their many contributions. The awards were given during a dinner cruise banquet held in conjunction with the DRBF 12th Annual Meeting and Conference in Washington, DC. Congratulations gentlemen!

***Past Winners of the Al Mathews Award include:***

- 2001 Al Matthews**
- 2002 Robert Matyas, Robert Smith, and Joe Sperry**
- 2003 Jimmy Lairscey**
- 2004 Jim Donaldson, Pete Douglass, Carlos Ospina, and Steve Fox**
- 2005 Gordon L. Jaynes**
- 2006 John Nichols and Peter H.J. Chapman**
- 2007 William B. Baker**



*DRBF Past President Gwyn Owen congratulates Harold McKittrick.*