



The Dispute Resolution Board Foundation
Fostering common-sense dispute resolution worldwide

Dispute Resolution on the International Construction Scene

11th DRB Foundation Conference

San Diego
6-7 October 2007

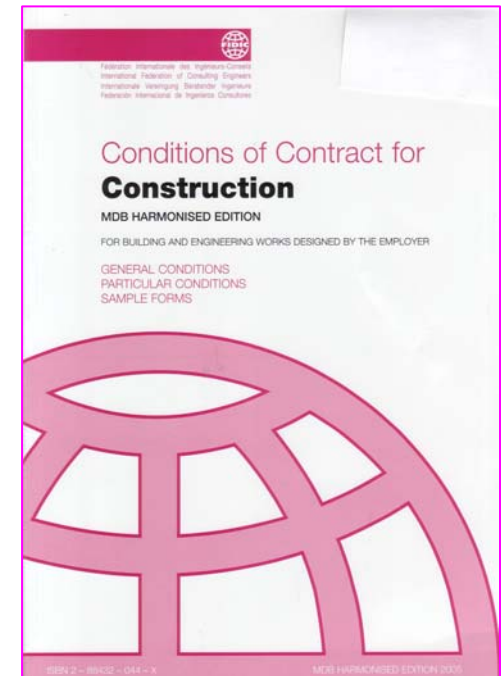
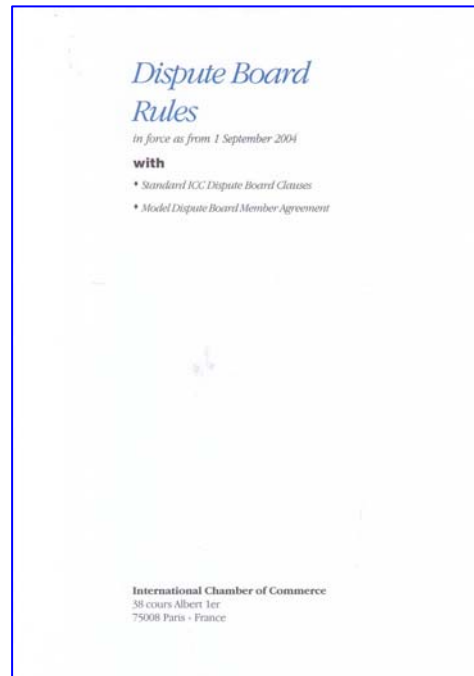
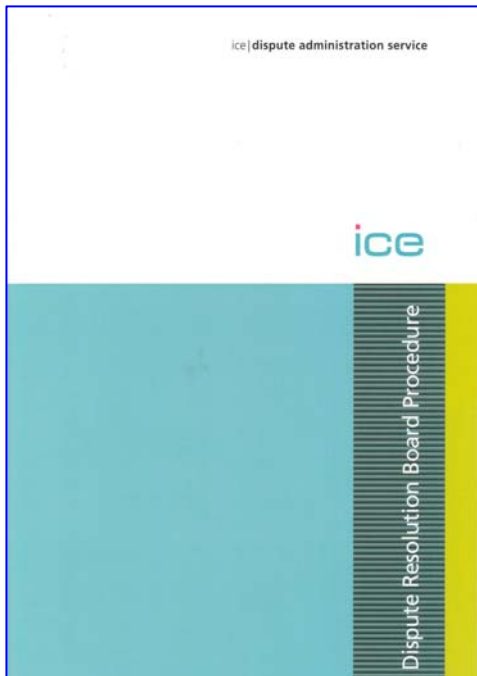
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International DB Rules

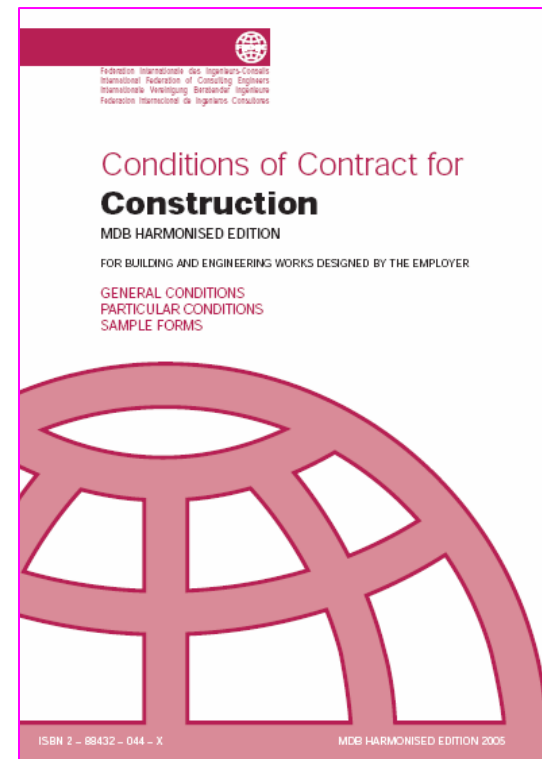
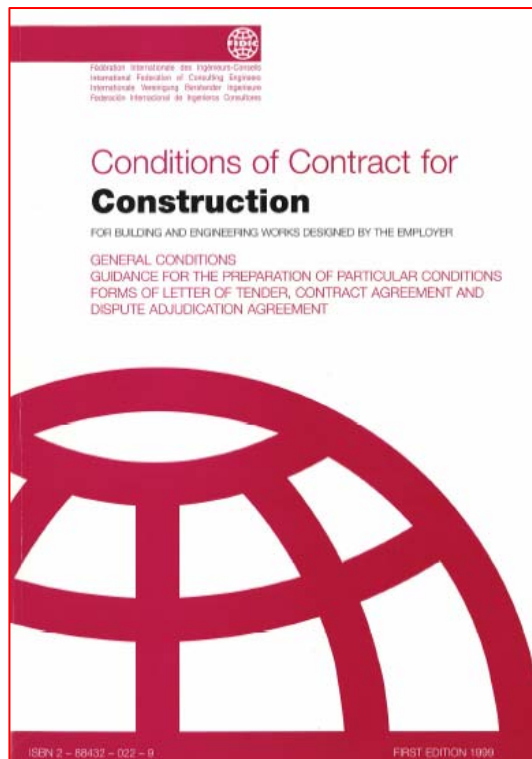




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Construction Contracts

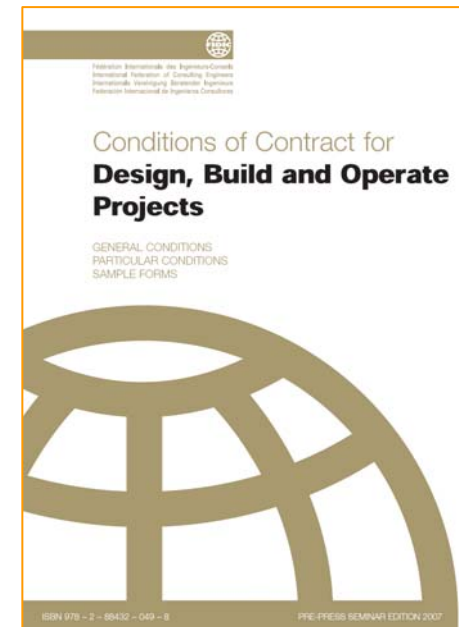
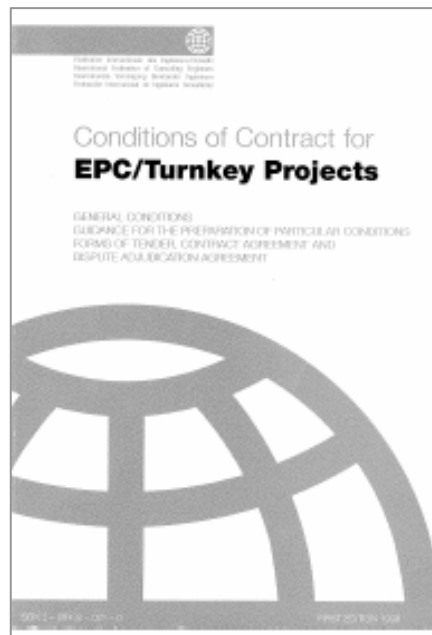
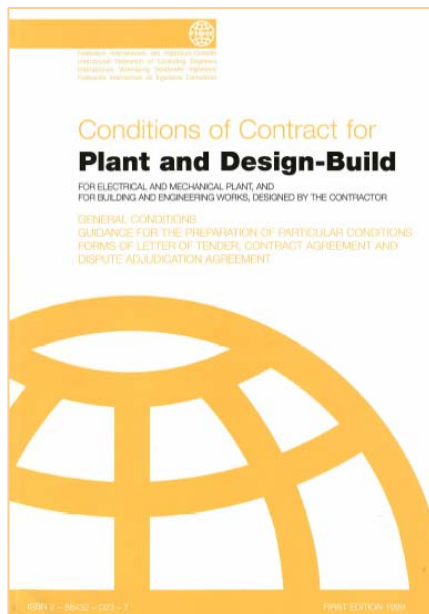




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Design-Build Contracts

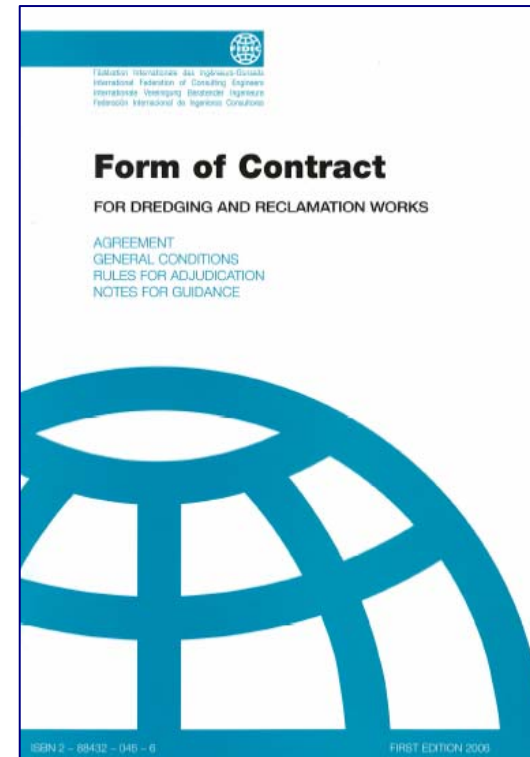
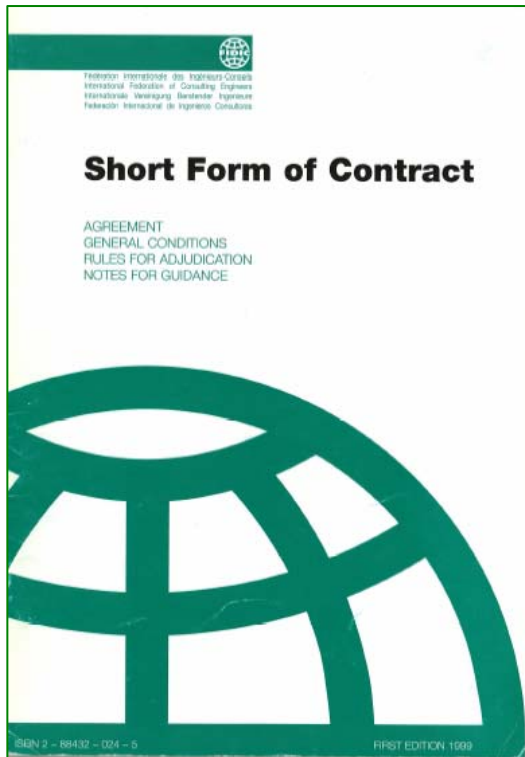




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Short Form Contracts





Standing Board Contracts

- **Contract for Construction (Red Book)**
- **MDB Harmonized Edition Contract for Construction**
- **DBO, Contract for Design Build and Operate (Gold Book)**

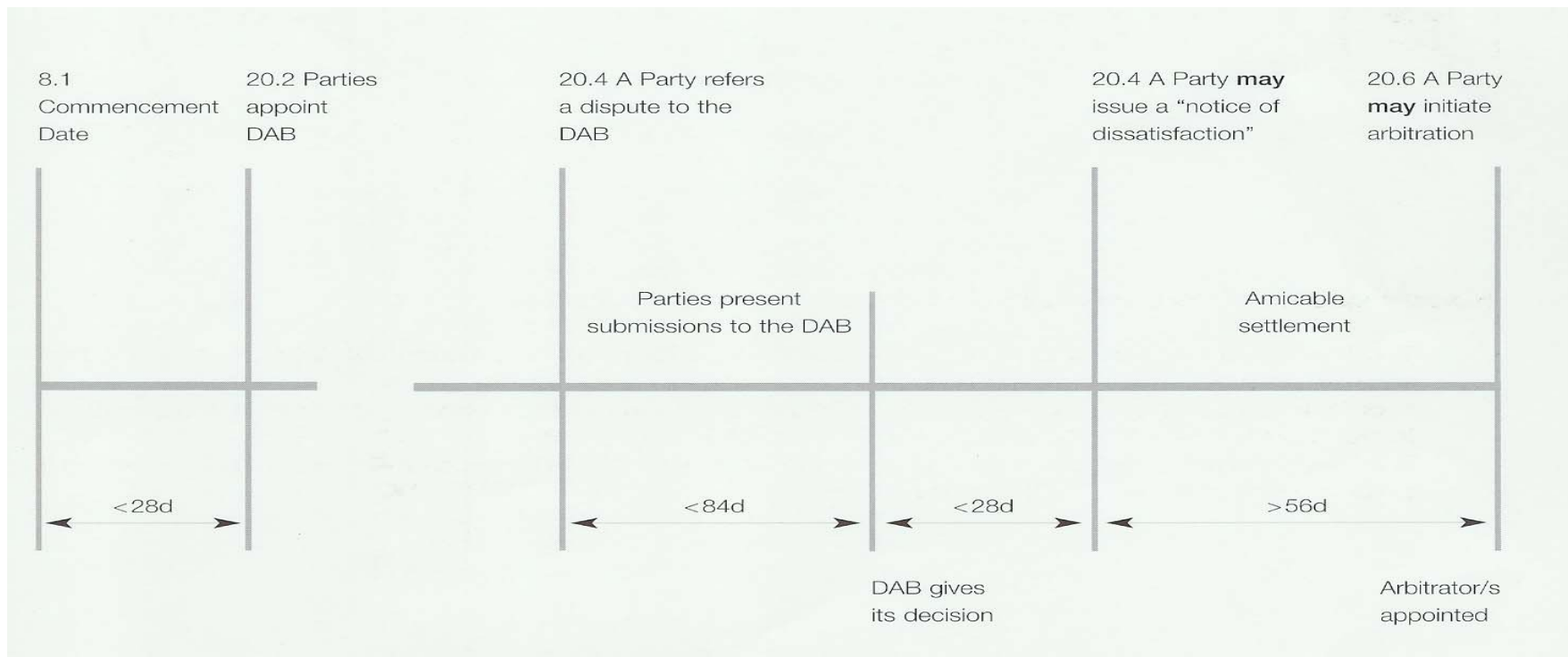


Ad-Hoc Board Contracts

- **Contract for Plant and Design Build (Yellow Book)**
- **Contract for EPC/Turnkey Contracts (Silver Book)**
- **Short Form Contract (Green Book Single Adjudicator)**
- **Contract for Dredging and Reclamation Works (Blue Book DAB)**

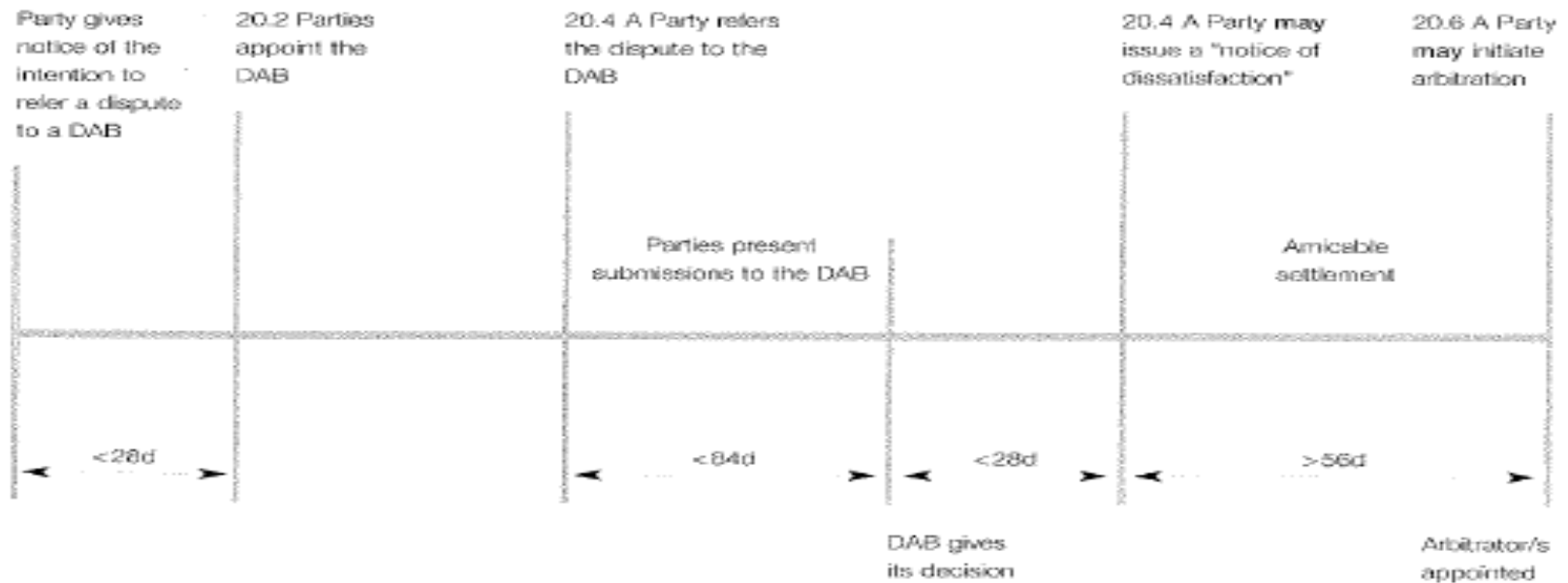


Sequence of Cl. 20 Dispute Events FIDIC Construction





Sequence of Cl. 20 Dispute Events FIDIC Design Build





Contractor's Claims – Clause 20.1

- ❖ **If the Contractor considers himself entitled to any Extension of Time for Completion and/or any additional payment in connection with the Contract he shall give *notice* to the Engineer.**
 - ✚ **as soon as practical but in no event later than 28 days after the Contractor became aware of the event or circumstances giving rise to the claim.**
 - ✚ **the *notice* shall describe the event or circumstance giving rise to the claim.**



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Contractor's Claims – Clause 20.1

Failure to Give Notice

- ❖ **If the Contractor fails to give notice within 28 days;**
 - ✚ **the Time for Completion will not be extended;**
 - ✚ **the Contractor shall not be entitled to additional payment; and**
 - ✚ **the Employer shall be discharged of liability.**



Contractor's Claims – Clause 20.1

Detailed Particulars

- ❖ **Within 42 days after the Contractor became aware of the *event* or *within any other period as may be proposed by the Contractor and approved by the Engineer* submit a fully detailed claim that shall include supporting particulars of the basis of the claim. If the circumstances giving rise to the claim is of a continuing effect;**
 - ✚ **the submission is considered interim,**
 - ✚ **the Contractor shall send further interim submissions at monthly intervals, and**
 - ✚ **the final submission within 28 days after then end of the continuing event**



Contractor's Claims – Clause 20.1

The Engineer must Act

- ❖ **Within 42 days after receiving a claim or any further particulars or *within any other period as may be proposed by the Engineer and approved by the Contractor* the Engineer shall respond with approval, or with disapproval and detailed comments. He may request further details but shall nevertheless give his response on the principles of the claim within such time.**



Contractor's Claims – Clause 20.1

Referral to a DB Decision

- ❖ **If a dispute of any kind arises out of the Contract or out of a Determination, instruction, opinion or valuation of the Engineer, the Parties may refer the dispute to the DB for a Decision.**

The referral shall be made in writing, in accordance with the *Procedural Rules set out in the Annex* to the Conditions, and shall make reference to this Sub-Clause.



Contractor's Claims – Clause 20.2

Appointment of the DAB

- ❖ **The DB shall comprise (as stated in the *Contract Data*) either one or three suitably qualified persons each of whom shall be fluent in the language of the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents.**

If the *Contract Data* does not specify or the Parties do not agree otherwise, the DB shall be composed of three members.



Contractor's Claims – Clause 20.2

Appointment of the DAB if the Parties do not Agree

- ❖ **FIDIC President's List**
- ❖ **ICC List of Experts**
- ❖ **LCIA President**
- ❖ **Stockholm Court of Arbitration**
- ❖ **National Lists**



Contractor's Claims – Clause 20.4

Obtaining a DB Decision

- ❖ **Within 84 days after having received a referral, *or within such other period as may be proposed by the DB and approved by the Parties*, the DB shall give its Decision.**
- ❖ **If either Party is dissatisfied with the DB Decision, then it may, within 28 days after receiving the Decision, give notice of its dissatisfaction to the other Party and intention to commence arbitration.**



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Contractor's Claims – Clause 20.4 The DAB Decision is Binding on the Parties

- ❖ **The Decision is binding on the Parties who shall promptly give effect to it until such time as it is revised either by amicable settlement or by arbitration.**