

THE DISPUTE RESOLVER

The Membership Newsletter Of Division 1 of the ABA Forum on the Construction Industry

VOLUME III . ISSUE III

APRIL 2013

DIVISION 1 OF THE FORUM:

DEVOTED TO IMPROVING
DISPUTE AVOIDANCE
AND RESOLUTION

INSIDE THIS ISSUE:

Feature Article: A View from the Field: Project Execution/Contracting Strategies, Large and Complex Industrial Projects	1
Recent Developments in Construction Law and Dispute Resolution	10
Annual Meeting Activities	11

FROM YOUR PUBLICATIONS SUBCOMMITTEE

Anthony D. Lehman

DLA Piper (US)

Anthony.Lehman@dlapiper.com

Anthony L. Osborn

Goosmann Law Firm

Anthony@Goosmannlaw.com

R. Thomas Dunn

Little Bulman Medeiros & Whitney

tdunn@lbmwlaw.com

Mark W. Frilot

*Baker, Donelson, Bearman,
Caldwell & Berkowitz*

mfrilot@bakerdonelson.com

Jason L. Cagle

Griffith Nixon Davison

jcagle@gndlaw.com

A View from the Field: Project Execution/Contracting Strategies Large and Complex Industrial Projects

By George T. McLaughlin, PMP

This article represents George T. McLaughlin's "View from the Field" formed throughout the course of his 30+ year career in the industrial marketplace.¹ His article is broken into four parts. Part 1, below, describes the evolution of the delivery systems in large and complex industrial projects.² The remaining sections, which we will publish in our next three newsletters, will discuss the legal implications (Part 2), impact on claims, disputes, and resolutions (Part 3), and prevention and corrective processes (Part 4).

Part 1 of 4 - Framing the Issue

When the earth's tectonic plates shift, unless there is a resulting earthquake, it goes unnoticed. The movement is not perceptible. Nevertheless, major changes are occurring. In large and complex projects, with three to five (or longer) year schedules, industry shifts may not be perceptible. Nevertheless, major changes and related impacts may be in progress. Trends and changes in project execution and contracting strategies are similar. These trends, however gradual and unnoticed on a daily or monthly basis, cause major impacts on existing and future projects. While industry experts cite or drive these changes, the impact on the field may be delayed or go unrecognized by many, if not all stakeholders.

The business motivations driving the trends discussed below are varied and complex. Perhaps, the central theme is risk tolerance or management. The large worldwide prime contractors (typically Engineer Procure Construct) migrated toward limiting major risks by limiting scope of work, insisting on reimbursable cost (as opposed to fixed price) commercial terms, or both. Owners chose to limit or compartmentalize risks by breaking scope of work into smaller packages and seeking fixed price on these smaller packages. Construction Contractors retained a willingness to work on fixed price commercial terms; but, increased their tendency toward claims and disputes processes in order to manage their risks. Collectively, we see a myriad of fixed price scope of work packages being pieced together to form a complete project. Formerly, this mosaic of work scopes was under one Prime Contract.

Background

Definitions

The following simplified definitions will be used throughout this article:

- **Project Execution Strategy** (excluding: Business Case, Financing, Technology, etc.): The owner's overall approach to planning and executing the project, including the work. A major component of the execution strategy is the contracting strategy.
- **Contracting Strategy:** Approach to obtaining the goods and services from the marketplace.
- **Owner:** The organization that will make the capital investment and operate the facility once it is completed.
- **Prime Contractor:** The most central contractor with the largest stake within the Contracting Strategy.
- **Construction Contractors:** The lesser contractors, contracted to Prime Contractor(s) or Owner.
- **Stakeholders:** The parties that have a substantial interest or investment in the project.

In mid-1900s, many Owners used a Contracting Strategy of awarding major prime contracts (Engineer, Procure, Construct or Turnkey) on a fixed price/lump sum or reimbursable cost basis. This sort of contract limited the interfaces and liabilities to the Owner. Further, it provided an integrated project delivery approach wherein economies of time (shorter duration of the project) could be achieved. In late 1900s and early 2000s, many of the larger contractors (potential Prime Contractors) sought delivery methods that would reduce their liabilities and risk. Consequently, reimbursable cost prime contracts became more prevalent. While this tendency swings with economic conditions and the contractor workload; the overall trend for prime contracts is limited liability, reduced scope of work, and reimbursable cost commercial structures.

Similarly, there has been an evolution regarding the labor component of the construction work. In the mid-1900's, Prime Contractors were willing to direct hire some or all of the field labor. In the context of a reimbursable cost contract, the risk of the labor component is borne partially by the Owner.

Another evolution is that of a Prime Contractor's willingness to accept fixed price Engineer, Procure and Construct (EPC) contract. While such arrangements may still be available in weak (limited capital project work) economies, many Prime Contractors are unwilling to perform EPC work under fixed price arrangements. Reduced scope arrangements, such as Engineering and Procurement (EP) contracts, are still available in a fixed price format.



The overall philosophy concerning the formation of the contracting packages has evolved. The US system evolved based on performance, scope of work, plan and schedule origins. See Keith Pickavance, *Guide to Good Practice in the Management of Time in Complex Projects* (2011 Chichester: John Wiley & Sons, Ltd.). The UK system evolved based on quantities (Bill of Quantities or BOQ). Today, the two concepts have partially merged. Consequently, Execution Strategies and Contracting Strategies have hybrid philosophies.

Scholarly Influences and Trends

There have been many Influences on the current philosophies used for Execution Strategy and Contracting Strategies on large and complex projects.

These influential organizations or persons include: [Independent Project Analysis \(IPA\)](#); [Construction Industry Institute \(CII\)](#); [Project Management Institute \(PMI\)](#); [Association for Advancement of Cost Engineers \(AACE\) International](#); [Harold Kerzner, PhD \(Kerzner\)](#); [Keith Pickavance](#); and [James O'Brien \(O'Brien and Plotnick\)](#). The IPA, founded by Edward Merrow, is “a global research and consulting company devoted exclusively to the understanding of capital projects and capital project delivery organizations in the petroleum, chemicals, minerals, pharmaceutical, and power industries.” Edward Merrow, *Industrial Megaprojects*, (2011 Hoboken: John Wiley & Sons, Inc.) This book contains important and influential insight about industry trends and practices as well as emerging strategies. In sum, Mr. Morrow’s fine work and the influence of IPA are key factors that currently drive Execution Strategy and Contracting Strategy.

Owners’ and Contractors’ Cultural Changes

While Owners and Contractors work closely over a prolonged basis, they are fundamentally different. One such difference is risk tolerance. Owners expect Contractors to take risks that could be catastrophic, given the balance sheet of a typical major contractor. Another difference is the mindset of the employees. Owner employees think in terms of an operational asset. Contractor personnel think in terms of plan, schedule, and cost performance of the overall work and contract. Contractor personnel do not make the transition to Owner organizations with ease. Likewise, to a lesser extent, Owner personnel do not make the transition to Contractor organizations. This observation is quickly evident when an Owner takes on the role of Construction Manager.



Generally, the following perspectives are relevant to each major organization discussed in this paper.

- **Owners** look to achieve project objectives (as defined by the Owner) at lowest risk profile that market will offer. Since 2008, the market for large and complex capital projects has decreased (except for unique areas such as Alberta, Western Australia and China). Market downturns lead to shedding of permanent staff and loss of capabilities. Thus, the ability to manage project execution and construction is diminished with the loss of personnel. When the market begins to increase, Owners need additional resources but often are reluctant to add permanent staff. Consequently, Owners use contract hires or outsourcing for key functions. While individually competent, cohesiveness and ways of working are casualties of hiring contract employees. Should the Execution Strategy or Contracting Strategy require substantial Owner involvement, capabilities and expertise problems will occur.
- **Prime Contractors**, particularly in publicly-held companies, seek to minimize risk even though it results in reduced margins. Many rely on reimbursable cost contracts and the driving force is revenues or billings. Similar to the practice of law or consulting, business management is focused on billable staff. In market downturns, Prime Contractors tend to shed more experienced staff that require higher billing rates. In market upturns these firms attempt to rehire but at lower costs or outsource back office tasks (in locations such as India and Poland).

- Construction Contractors** solicit work in a competitive market often without regard to an attendant increase in risk profile. It is not uncommon for a Construction Contractor's risk profile on a project to be higher than their balance sheet may support or that prudence would otherwise dictate. In market downturns, these contractors downsize or take contracts at very low prices. In market upturns, they tend to upsize with need for management, supervision and direct labor. In robust markets, quality direct labor is difficult to find, particularly in remote geographical areas.

Evolution of disputes and their resolution

In the early days (1950s through 1970s) claims and litigation were rare and self-destructive for the Contractors. Owners that were in the marketplace on an ongoing basis had a heavy advantage because there was a sincere concern that the business relationship with an Owner would end if a dispute occurred. Since then, loyalties have been replaced by a willingness to confront and an appetite for engaging in disputes. Management has shifted toward a more "legal focused" perspective.

Marketplace / Field Dynamics

Baseline

In project management, it is a fundamental practice that performance is measured against a baseline plan. Variances are recognized and managed pursuant to previously planned options or revisions to the plan. For the purpose of this discussion, the baseline is Lump Sum Engineering, Procurement and Construction (LS EPC) or Reimbursable Cost Engineering, Procurement and Construction (RC EPC).

Figure 1 Baseline below provides a graphical picture or presentation of these strategies.

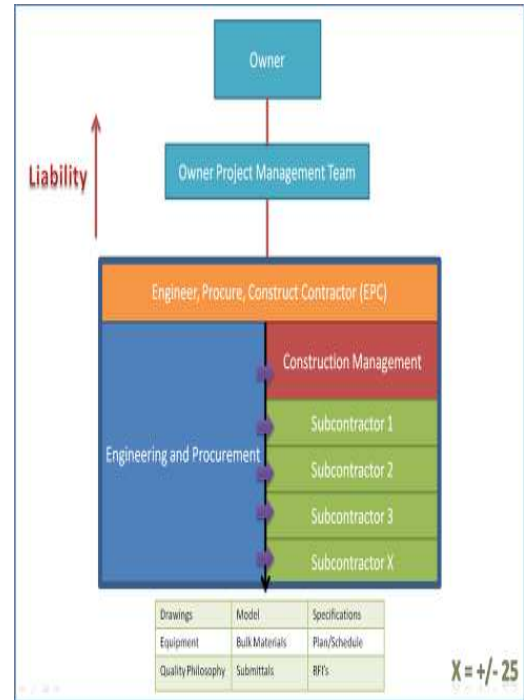


Figure 1: Baseline

This baseline strategy involves two parties, the Owner and the Prime Contractor. Liability is simple with the Owner exchanging compensation for work performed by the Prime Contractor to convert a business concept into an operational facility. The work is planned and managed by the Prime Contractor. Interfaces are almost exclusively internal to the Prime Contractor's organization or under its umbrella of responsibility. From engineering to construction, information and deliverables flow from within the Prime Contractor's organization. The Owner's involvement is limited. In essence, the Owner is paying the Prime Contractor to take major risks as specified or implied by the contract, applicable law, industry practices, and other means.

Evidence of this strategy and can be seen in the marketplace. A few example promotions or projects include the [BakerBotts services promotion](#), [Technip and Yamal LNG Project](#), [Technip contract in Saudi Arabia](#), and the [Siemens' Panda Temple II Power Project](#).

Execution Strategy Variances

As discussed in the background above, marketplace and scholarly forces have impacted this traditional baseline strategy. These influences have been evolving over the past several decades (not a long time when one considers that megaprojects can have durations of 5-10 years). This influence has changed business processes, project delivery processes, work flow processes, strategies and many other aspects of capital project work. In his book, *Industrial Mega-projects*, Mr. Merrow makes it clear that so-called "Mixed Strategy" for execution and contracting is now favored. This generally means:

- Engineering and Procurement using Reimbursable Cost (RC) or Lump Sum (LS) commercial structure
- Construction using multiple, separate contracts (i.e. Construction Contractors)
- Construction management by the owner or agent
- Owner managerial role through the project management team

This mixed strategy is a material departure from the longtime contracting strategy using reimbursable cost or lump sum Engineer Procure and Construct contracts. This change leads to more interfaces (relative to Owner) and a greater risk profile to the Owner. In reality, Mr. Merrow's "mixed strategies" are a series of possible arrangements. A general graphical or pictorial depiction of Mr. Merrow's "mixed strategies" is presented in Figure 2, Strategy Variations.

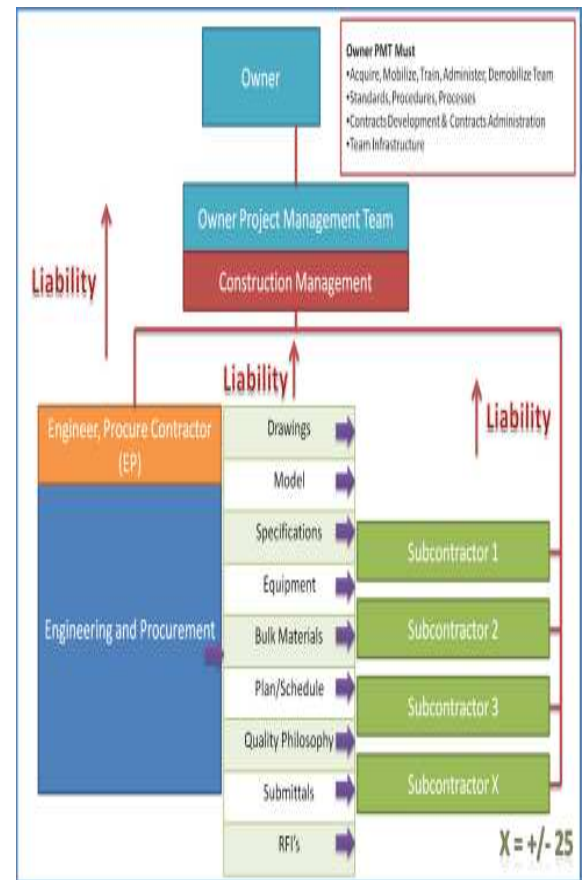


Figure 2: Strategy Variations

Under this mixed strategy, work has been separated into smaller, more limited scopes. The roles and responsibilities have become similarly limited. Liabilities, once simple, are more fractured and heavily focused on the Owner organization. The role of the Owner is greatly expanded. The EP Contractor's role (Prime Contractor) and liability profile is limited. The role of the Construction Contractors (potentially numbering 25+ on a large and complex project) may remain unchanged. The contractual arrangement, management and liability are now focused on the Owner in its capacity as the Construction Manager.

While interface deliverables and activities may not have changed materially, these deliverables are now supplied by the Prime EP Contractor. Likely, the Construction Contractors/Subcontractors have no contractual relationship with the Prime Contractor and, in turn, this Prime Contractor may have no motivation or benefit from working efficiently and effectively with the Construction Contractors/Subcontractors.



Under this mixed model, the Owner has become the focus of liabilities and responsibilities. Further, the risk structure is quite different. This may be a new role for Owners, who typically are not prepared or adequately resourced to deal with this new challenge. Owners sometimes react by hiring a Construction Management firm or they decide to add staff and resources within their own Project Management Team. Both strategies have merits, detractions and risks.

The following projects are representative of this “mixed contracting strategy”:
[Foster Wheeler and Reliance Industries;](#)
[Aker Solutions;](#) [Alstom contract on Yanbu 3 Project;](#) and [KBR contract on Yanbu Export Refinery Project.](#)

As the industry departs from EPC contracts, there are intended and unintended consequences including the increase of

the Owner’s risk profile, the increased complexity and numerous interfaces, decrease in the Prime contractor’s risk profile (except Lump Sum Contracts), and significant expansion of the Construction Contractor’s risk profile. These consequences create new roles for the Owners, Prime Contractors, and Construction Contractors.

Owners. Owners are much more involved in the project which is directly correlated to an increase in liability. Owners need to adapt to their new role by devoting resources to the following:

- Hire sophisticated personnel to manage the additional requirements. Since 2008, the levels of experience and sophistication within Owner institutions have atrophied. Owners need to hire staff (number and skill-sets) to cover the greatly increased contracting role assumed under the mixed strategies approach.
- The Owner must develop, refine, detail, and adopt protocols, work flow processes, and ways of working in its new role. Planning must become more sophisticated and detailed to respond to the dramatically increased numbers of transactions, interactions, reporting events and other due diligence required under the mixed strategy method.

EP Prime Contractors (previously EPC). Prime Contractors have largely adopted their new role of reduced scope and risk. Under reimbursable cost contracts, the incentive is to bill for services, not necessarily performance-based or motivated to optimize construction. Under lump sum contracting, the incentive is to minimize own costs, scope and risk, and optimize the engineering and procurement. Claims are less challenging and more easily defended by the Prime Contractor.

Construction Managers (previously EPC). Construction Managers (CM) are often independent contractors. They are paid a fee for their services. Risk is shared between the CM and Owner through the Construction Management agreement.

Construction Management by Owner Project Management Team (PMT) (previously EPC). This organizational relationship results in major increases of responsibilities and liability to the Owner acting as a PMT. The staff requirements (number and skill-sets) are greatly increased (over and above the Owner requirements discussed previously).

Construction Contractors. The Construction Contractors must work through multiple risks and interfaces under the mixed strategy approach.

- Interfaces have increased in number and complexity. Owner PMT interfaces are more problematic since there is a learning curve, inexperienced staff, new ways of working and other processes.
- Since supplying only labor and construction support equipment, the risk is increased significantly, margins are decreased and overruns can be of high impact (reduced margin for error).
- There is a significant risk if the deliverables from EP Prime Contractor are poorly defined, planned, scheduled, incomplete, not optimized for construction, or have other issues. Problematic issues can arise when the responsibility to construct is separated from the responsibility to design and supply. The issues include issuance of provided equipment, bulk materials (piping, valves, fittings, cables, steel, reinforcing bar, instruments, and many more), engineering deliverables (drawings, specifications, model, lists and many more), planning and scheduling files and updates, and design completion definition (field run vs. designed by engineer).

New Interface Challenges

As can be seen from Figure 2 Strategy Variations, the number of interfaces that are external to individual Stakeholders has increased dramatically.

The interfaces between EP Prime Contractor and the Owner (and Owner Project Management Team) typically include: liabilities for performance; approvals of major documents and decisions; deliverables (in essence, all EP deliverables); Requests for Information (RFIs); as well as schedule dates, milestones, and updates.

The interfaces between EP Prime Contractor and the Construction Contractors are extensive and potentially problematic. Under the baseline, these interfaces were internal to the Prime Contractor. Now, they are all external and come with an extensive amount of attendant management requirements and risks. The deliverables from the EP Prime Contractor to the Construction Contractors number in the thousands and include: bulk materials (e.g. pipe, fittings, cable, instruments, steel); equipment (e.g. mechanical, electrical); engineering deliverables (e.g. drawings, specifications, lists); Requests for Information (RFIs); delivery schedules; design completion (e.g. finalize and punch lists) and others.

The interfaces between CM and the Owner may require upgraded definition. They include the CM agreement, invoicing, reviews, and approvals.

The interfaces between Construction Contractor and the PMT / CM typically include contract documentation, insurance, detailed planning/scheduling, project meetings and reporting regarding status of deliverables (supply, delivery, compliance, and storage of equipment, bulk materials), and RFIs.

The interfaces between Construction Contractor to Construction Support Contractors (through the Owner or Construction Manager) typically include scaffolding, temporary utilities, heavy lifts or picks, and local transportation.

Hence, the number and complexity of external interfaces have increased dramatically. Further, the roles of the parties have changed such that new roles are unfamiliar and potentially not adequately resourced. Issues and complications are both obvious and subtle.

Issues and Implications

Good or bad, these complicated strategies (Execution and Contracting) have emerged in the planning and execution of large and complex projects. The implications of the mixed approach strategies go beyond the greater number of interfaces and increased Owner liabilities discussed above. Other issues include:

Asset Performance. An Owner ultimately cares about the proper performance of the plant, facility and associated work. Under EPC and Turnkey strategies, performance guarantees could be obtained from the Prime Contractors. These parties were in a position to assume and manage this risk. Under the multi-interface strategies, such performance guarantees are difficult (if not impossible) to obtain and enforce. Further, liability becomes so diffused that resolutions may be convoluted and protracted.

Scope of Work. From a management perspective, timing of design deliverables (relative to contracting decisions), design changes or variations (errors and omissions, scope growth, field changes) and many other issues become problematic. Every interface has a risk associated with scope of work definition. The challenge of completeness now resides with the Owner.

Time Management (or schedule perspective). The parties/stakeholders take on new roles, responsibilities and risks. Some complexities include:

- Project duration (time to complete the overall project) and delay to individual parties/stakeholders are decoupled and the cause and effect is problematic.
- EP critical path may not be overall project critical path.
- EP critical path may not be individual Construction Contractors' critical path.
- Delays and critical path analyses become complex and difficult to identify liability, cause and effect.
- Time issues present themselves later in the project duration (later in time and degree/percent of completion).

Cost and Progress Management. With multiple parties, stakeholders, contractors and more, the collection, status, control and management of costs and progress are highly complex. Again, the risk resides with the Owner.

Completion Management. With multiple parties, the sequence and timing of commissioning and startup is challenging. Further, the responsibility must be assigned to one of the parties or yet another specialty contractor. Competence in this process is a constant and pervasive problem throughout the industries.



Conclusions

Having presented and discussed all the foregoing, a logical question is “So what?” As a construction attorney or other professional having an interest in construction issues, “Why should I care?” Or, perhaps you are asking, why not just go to a more commercial / architectural project delivery process?

Relative to the issue of commercial / architectural delivery process, the industries discussed herein are quite different in managerial process, ways of working, work flow and project delivery. The evolved strategies result from the absolute need to shorten project time durations and maximize the return on investment by getting the projects operational.

These market-place dynamics have a potential for heavily impact on Owners and Construction Contractors. These impacts include, ways of working, resource requirements, risks and liabilities.

Liabilities abound – each interface has at least two stakeholders or parties and several-to-many interactions. Parties must learn their new role and skill-sets. With many interfaces, the dispute potential is increased. It is a numbers game as well as a managerial challenge.



Owners, Construction Contractors and other parties require major assistance with these challenges. Construction attorneys may wish to view these challenges as services extensions that should be offered to their engineering and construction clients. In-house counsel may consider these potential issues in connection with the modification of the contract documents, ways of working, willingness to assume risks, and other considerations.

In Part 2, we will attempt to characterize and outline some of these challenges and related complications. Recognizing that the perspective will be that of a non-attorney practitioner, we will present the emerging issues and dilemmas from the eyes of the project participant; but, focused on issues that may have implications for transaction or litigation attorneys.



Endnotes:

1. George T. McLaughlin approached us about writing a series of articles about his observations and experiences concerning the evolution of project delivery systems on large industrial projects and the impact those changes have had on the number of disputes and resolution of the same. We gladly accepted his offer. Since the early 1980's, Mr. McLaughlin has worked worldwide in this industrial marketplace. He serves Owners, Prime Contractors, and Subcontractors. Mr. McLaughlin was president and COO of a \$35 million engineering and construction (mechanical, controls and electrical) contractor for five years. For the most part, Mr. McLaughlin's work is performed on-location where the relevant work is being performed hence the title "view from the field." Mr. McLaughlin is a principal of McLaughlin & McLaughlin out of Austin, Texas. In this role, he provides program and project management services as well as litigation support services. His contact information can be accessed at his website (www.mclaughlinandmclaughlin.com) and blog (<http://projectprofessionals.org/>)
2. Oil and gas, process, power, chemical, pharmaceutical

Works Cited

- Kerzner, Harold. *Project Management: A Systems Approach to Planning, Scheduling, and Controlling*. Wiley, 2009.
- Leslie O'Neal-Coble, et. al. *CONSTRUCTION DAMAGES AND REMEDIES*. United States of America: American Bar Association, 2013.
- Merrow, Edward w. *Industrial Megaprojects*. Hoboken: John Wiley & Sons, Inc., 2011.
- O'Brien, James and Fredric L. Plotnick. *CPM in Construction Management, Seventh Edition*. McGraw-Hill Professional, 2009.
- Pickavance, Keith. *Delay and Disruption in Construction Contracts*. Sweet & Maxwell, 2009.
- Pickavance, Keith. *Guide to Good Practice in the Management of Time in Complex Projects*. Chichester: John Wiley & Sons, Ltd., 2011.

Recent Developments in Construction Law and Dispute Resolution

Statutory Update: Iowa Legislature Moves Mechanics' Lien Filings Online, Establishes Centralized Lien Registry

On January 1, 2013, the Iowa legislature passed a law which implements an online, centralized mechanics' lien registry. As a result, mechanics' liens in Iowa are no longer filed in each of the state's 99 counties but, rather, are filed online in a single database managed by the Secretary of State. Iowa does not lead the nation in terms of population or professional sports teams; however, it might be leading the way in the world of construction liens.

Iowa's centralized registry is intended to make it easier and cheaper to file mechanics' liens; it currently costs \$40 to file a lien and \$10 to file various notices, such as a Commencement of Work Notice or a Preliminary Notice. Other documents, such as a Demand to Commence Action, are associated with a \$5 filing fee. Before filing any liens or notices, a contractor must create an online account. However, it is easy to create an account, which is done at no expense. Liens and notices can be filed from your office or home computer.

In addition, the Iowa registry is intended to make it easier for interested parties to research mechanics' liens. The database is searchable by property owner, contractor, parcel ID, lien number or county, and can also be searched with the assistance of date restrictions. There is no charge to conduct searches, and the database is accessible to the public. In the past, if you wanted to conduct a mechanics' lien search on an Iowa property located 100 miles (and three counties) away, you had to physically drive 100 miles to the county courthouse, try to get the appropriate County Assessor on the phone or, in some instances, resort to hiring a title company.

The state of Utah utilizes a somewhat similar online, centralized database known as the State Construction Registry ("SCR"). Utah's registry was implemented in 2005, and is administered by a designated agent under the oversight of the state's Division of Occupational and Professional Licensing. Various notices are filed on the SCR, such as a Preliminary Notice and other similar notices which must be filed in advance of a mechanics' lien. The fees for filing such notices are relatively nominal. Every contractor, supplier or other entity working on a construction project is supposed to list themselves on the SCR website.

The Utah SCR is beneficial because it provides a single website where relevant parties, such as owners, lenders and general contractors, can identify who is working on a project. The SCR allows owners to utilize joint check agreements, direct pay arrangements, and/or lien releases to ensure everyone gets paid and the property remains free of liens. However, unlike Iowa's centralized mechanics' lien registry, the Utah SCR does not serve as a centralized database for the filing of mechanics' liens themselves; rather, a mechanics' lien is still filed in the respective County Recorder's office.

It appears Iowa is the only state which utilizes a centralized, online database for the filing of mechanics' liens. Some states, such as Utah and Georgia, have implemented searchable databases to varying degrees, but the mechanics' liens themselves continue to be filed at the local level.

Most states still utilize traditional lien filing systems, whereby documents are physically filed at the local courthouse. As more and more states make the seemingly inevitable transition to online court records and filing systems, as Iowa is doing currently, the implementation of online, centralized mechanics' lien registries similar to the Iowa system seems like a logical step from a technological perspective. While it is probably too early to reach any final conclusions regarding the use of a centralized mechanic's lien registry, it appears to be a positive development from a conceptual perspective. It remains to be seen whether Iowa is at the forefront of a trend. However, the efficiencies which stem from the usage of a centralized lien registry should not be ignored.

2013 ABA Forum on the Construction Industry

Annual Meeting Activities

Division 1 Activities In Dana Point

Division 1 Dinner: 8:15 PM Thursday, April 25

Our Division 1 Dinner will take place directly after the Welcome Reception. We will be going to the Chart House, which features a seafood and steak-house style menu. Seating is limited to the first twenty people to indicate their interest in the dinner. If you are interested in joining us for dinner, please contact Division 1 Chairperson Lu Prats of Carlton Fields at lprats@carltonfields.com or by telephone at (813) 229-4102.

Division 1 LUNCH: 12:15 PM, Friday, April 26

Join us for a panel discussion entitled, "The Use of Technology in Mediation and Settlement Negotiations", which has been subtitled by appropriately as, "How to scare the hell out of the other side by convincing them that you are much more prepared than you really are and force them to settle with you!" The discussion will be moderated by our Division Chair, Lu Prats and will feature views, opinions, and tips from our panelists:



Marion T. Hack, Gibbs Giden Lochen Turner Senet & Wittbrodt LLP, Los Angeles, California



Randall L. Erickson, Crowell Moring, Orange County (Irvine), California



Ed Josiah, Nautilus Consulting LLC, Syosset, New York

COMMUNITY SERVICE PROJECT



As has become a traditional activity for the Friday afternoon of the Annual Meeting, the ABA Forum on the Construction Industry Young Lawyers Section — in conjunction with the Surfrider Foundation and Forum sponsor ARCADIS — are organizing the 2013 Annual Community Service Project in Dana Point.

Volunteers will be assisting cleaning up a local beach located in walking distance from the hotel at which the meeting is taking place. The Project will run from 2 PM until 5 PM on Friday, April 26. ARCADIS will supply everything needed to enjoy the event, including (importantly) liquid refreshments. Help clean up the environment at the beach and enjoy the scenic views at the same time!

CROQUET Tournament



Let your inner preppie or hipster shine and join in the first (annual?) Forum croquet tournament on Saturday, April 27. Additional details will be available at the registration table at the seminar.



**THE INFORMATION IN
THE *DISPUTE RESOLVER*
REFLECTS ONLY THE
VIEWS OF THE
AUTHORS AND NOT
THOSE OF THE ABA OR
THE AUTHORS'
RESPECTIVE LAW
FIRMS.**

Looking for information about Division 1 or trying to find out what Division 1 is all about? Or perhaps you are interested in volunteering with a subcommittee? Do you just want to see who the people are who are responsible for all of Division 1's activities?



To reach the website, click [here](#) or use your smart phone or tablet to scan the QR code and get involved! We would love to hear from you!