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THE LATEST NEWS IN CONSTRUCTION ADR FROM THE WORLD'S LEADING NEUTRALS

Q&A with Linda Turteltaub, Skanska USA Building

By Hon. Nancy Holtz (Ret.)

Today, we are talking with Linda Turteltaub, Corporate Counsel, Skanska USA Building. Linda has worked in both construction and as a construction lawyer prior to joining Skanska about 12 years ago.

Nancy Holtz: Can you tell us a little bit about your background before joining Skanska.

Linda Turteltaub: I come from a construction background, with a B.S. in Building Construction from Texas A&M University. After graduating, I worked at three construction companies as an estimator, project engineer and project planner. While working in the field, I attended law school at night. After graduating law school and passing the bar, I was fortunate to work at a couple of prominent construction law firms before joining Skanska.

Beginning in the 1990s, Skanska AB, a Swedish company, acquired eight different companies throughout the U.S. and merged them into Skanska USA Building. In 2004, Skanska's president decided that it was time to create a legal department and hire a General Counsel. I was brought in as part of that initiative and tasked with identifying all of the litigation and claims throughout the country. This office deals with basically everything that is not covered by insurance, e.g., personal injury claims.

NH: It sounds like you certainly have the background for this. And it sounds like a big job with a lot of responsibilities.

LT: Yes, it is challenging. At any given time, we deal with anywhere between 40 to 50 law firms across the country.

NH: We all know about the cost and risk of litigation. Can you share some of your thoughts? Specifically, do you prefer arbitration or litigation for those cases that do not settle?

> See "Q&A" on Page 7

A Different Approach to Impasse

By Ava J. Abramowitz

Have you ever negotiated or mediated a dispute and, as you approached agreement, had one of the parties step away from the deal? What did you do? No, after you tore your hair out, what did you do?

To the best of my knowledge, there are no empirical data on this phenomenon—not in the negotiation world or in the mediation world—just war stories, and lots of them. But there are such data in

> See "Different Approach" on Page 8

Also in Our Summer 2016 Newsletter:

Cornerstone Award Thank You

By Roy Mitchell, Esq.

ABA Forum on Construction Law
Annual Business Meeting
Nashville, Tennessee

Following is the speech Roy Mitchell, Esq. delivered when he received the ABA Cornerstone Award. Content edited for space.

Thank you all. This is the highest and most honored professional award I have ever received—and one that I had no idea was in the works until being called by Harper Heckman, your Chairman. I particularly want to thank Richard Smith, Robbie McPherson and Andrew Ness, who proposed me; and Andy for his gracious introduction; and of course The Forum for this very great honor.

I'm pleased to be joining a very distinguished group of past Cornerstone honorees. Most awardees for the past 15 years are not only professional colleagues, but good friends—Holt Gwyn, Adrian Bastianelli, Richard Smith, Ava Abramowitz, Bob Rubin, Stanley Sklar, Allen Overcash and many others. But I want to recognize two in particular—Phil Bruner and John Hinchey—who to this day continue to be mentors to me. I consider myself fortunate to have their guidance, counsel and friendship.

Apparently, my mother was right when I was growing up: You are known by the company you keep. To understand the depth of meaning of this award to me, you need to know some personal background. I was born on a farm in northern New York. My father was a sharecropper at the time, paid five dollars per month plus milk from a cow and firewood from a wood lot for the furnace. We didn't consider ourselves poor; we always had food on the table because we were farmers, but as you can understand, we were very, very frugal. I saw my first movie in a theater at the age of 17. There were only 13 people in my high school graduating class. I was the first in my family to attend college.

One of the early influences in my life occurred upon graduation from high school. I was given a dictionary with an inscription reading, "In life, nothing less than your best is enough." I have always tried to live up to that admonition.

I didn't expect to go to college because farm kids didn't in those days, but I was forced by my parents to do so. I applied to Cornell University because it was nearby, and I was easily accepted into the College of Agriculture because I was a farm kid. I had no clue that it was an elite, Ivy League school. A scholarship covered tuition and room charges. I worked as a pot washer and waiter to cover meals. I did not do well in the College of Agriculture; clearly, I was not cut out to be a farmer. After three terms, I transferred to the College of Industrial and Labor Relations, which immediately started opening my eyes to wider horizons.

I met my wife, Nancy, on a blind date. I lied about my age because she was a senior and president of her sorority at Syracuse University, which was a big deal. We got married a year later, and my grades improved immediately.

Upon graduation, none of the job offers were appealing. Nancy said, "Why don't you go to law school? I've always wanted to be married to a lawyer." She said she would be happy to keep working for three more years so I could.

I tried it. I loved it. It changed my life completely.

Unfortunately, Nancy is not here to share this moment. She passed away after a long illness during Christmas in 2014. However, I am delighted to be sharing this occasion with my daughter Jennifer, granddaughter Teddy, and son Mark.

I was very fortunate from the outset of my professional life. I was immediately assigned to big construction cases and international work.

The first construction case I ever worked on went to the United States Supreme Court, obviously not with me at the helm at that level. However, I tried my first multi-million-dollar case when I was not yet 30. I learned early that I loved to live and work at construction sites and that I could communicate with engineers.

Paraphrasing the Epistle of James, 2:14 to 2:18, I developed a growing awareness that I had a privileged place in the construction industry, that privilege brings responsibility, that responsibility entails accountability and that accountability requires giving back to the industry in whatever way I could. I followed the practice of assigning jobsite attorneys when we founded Lewis, Mitchell & Moore, which provided solid practical industry training and provided me with the opportunity, and privilege, of mentoring many excellent young attorneys and watching them rise to the top of our profession over the years.

I'm very proud to have mentored Andy Ness and Larry Harris, who served as previous Chairs of the Forum, and Don Gavin, a former Chair of the Public Contract Law Section.

And I am particularly proud that Lewis, Mitchell & Moore, in business for only 20 years, has produced a dozen people who ultimately were inducted into the American College of Construction Lawyers. Not a bad record for a firm that never exceeded about 50 lawyers.

Of course, I can't really take credit for any of them because it was their own hard work, intelligence and dedication to the profession that allowed them to rise to such high levels of accomplishment, but I'm delighted to have been part of the mix that allowed them to succeed.

Being here today represents coming full circle in construction law. I was Chair of the Public Contract Law Section in 1976 when the Forum was born, which at that time was one of only two places for construction lawyers in the ABA. Now, as I predicted, the Forum has become a strong, independent home for construction lawyers throughout the country.

There was always a question in my mind as to whether a farm kid from rural northern New York could successfully compete in each expanding new setting.

My life has been an ever-growing awakening to new experiences and opportunities. Life is fun when new challenges arise—particularly in the construction field.

Even now, new professional opportunities and challenges continue to open up for me. I continue, and very much enjoy, doing mediations and arbitrations with JAMS because of the challenges that each new case brings. In addition, I'm also in the process of setting up and running a series of Service-Disabled Veteran-Owned Small Businesses with a disabled veteran friend in the construction, financing, major procurement and international design fields. Wish us luck!

In conclusion:

Do what you love to do.
Do everything you do well.
Exceed your clients' expectations.
Admit your own mistakes—we all make them.
Give credit to others for your successes.
And don't ever stop growing, learning and accepting new challenges.

Thank you for this extraordinary honor on my own behalf and on behalf of Nancy, who accompanied and so fully supported me throughout this journey—and without whom it would not have been possible.

Thank you.

Roy S. Mitchell, Esq. is a JAMS neutral, based in Washington, D.C. He has more than 40 years of experience as an attorney and a neutral and is a recognized expert on domestic and international engineering and construction law, U.S. government and state and local contract law, contract administration and dispute resolution. He can be reached at ***rmitchell@jamsadr.com.***

ADR in Construction Matters under the Regime of German Law

By Stefan Leupertz, Essen

I. Introduction: Some peculiarities of (German) Civil Law

The heart of German civil law beats—as in most other civil law–dominated legal systems—in statutory regulations laid down in a civil law book, the Bürgerliches Gesetzbuch (BGB). It establishes a civil code that conceptually proceeds from codified abstractions and general principles as highly sophisticated rules of law (as opposed to a compendium of statutes or a catalogue of cases) for all civil legal relations. Within this system, the BGB provides general rules for placing and executing private contracts and special rules for contractual obligations with a subsection for contracts to produce a work. As these abstract and generally formulated regulations cannot capture the facts relevant for the judgment of a specific dispute, they have to be applied by subsuming the facts of the particular case under the statutory prerequisites. Such facts arise in particular from the contract and its regulations as a result of the autonomous decision of the parties to organize and consolidate their contractual relationship according to their individual requirements. These contractual provisions prevail over the written law, as long as their agreement is not legally prohibited, immoral or contradictory to the principles of good faith.

Nevertheless, such rather liberal boundaries for contracting are dramatically influenced by a very distinctive peculiarity of the German civil law: §§ 305ff. The BGB contains elaborate provisions for a strict regulatory control in the use of general terms and conditions aiming to protect the contractual partner from inappropriate discrimination. This means German civil law, in principle, prohibits any deviation from essential basic principles of the written law through the use of general terms and conditions. In legal consequence, this "control system" leads to the ineffectiveness of "infected" contractual clauses, which are often detected by the courts only years after the execution of the contract and the arising of the dispute as such. All this is highly controversial in Germany and explains why international commercial traffic is—for good reasons—very reluctant to submit their contractual relationship to the application of German civil law.

II. The procedural perspective

In Germany, contractual disputes are traditionally taken to court rather than resolved in arbitration, adjudication or mediation. Things are changing, though, as court trials dealing with construction matters are particularly time-consuming and cumber-some. They generally begin only when the construction project is completed, and it is not unusual for a decade or more to elapse between the emergence of a dispute and a final court decision. Such procedures are ineffective because they consume time and effort and thereby produce significant transaction costs that can easily exceed the revenue of a (partially) successful trial. In addition, national courts are increasing-ly overburdened with the legal review and assessment of extremely complex issues as they arise, particularly in construction matters from disputes on extension of time, delay and disruption and additional payments for extra work.

Even though these considerations should not be compressed to the thesis that those who take a dispute on construction matters to a state court have already lost, it is quite understandable that legal practice in Germany increasingly pursues other conflict resolution methods to settle construction contract disputes quickly and competently. ADR has become an important factor for the execution of large construction projects and plant manufacturing in Germany.

III. Some fundamental specifics of ADR under the regime of civil law

1. Arbitration

International arbitration is dominated by common law. That has lead to procedural rules and usages that are characterized by a rather restrained role of the tribunal. With all inaccuracy that is inherent to any rough generalization, it can be said that the common law tribunal will leave it to the parties to put forward their legal assessments and the factual aspects favorable to their positions rather than influencing the dispute substantially. By this means, the tribunal acts somewhat like an umpire and will reach a decision by evaluating the conflicting opinions presented by the parties.

Civil law courts and tribunals follow a more inquisitorial approach. Even though the proceedings in civil law disputes rely only on the facts submitted by the parties, it is left to and expected from the tribunal to lead and guide

these proceedings on the basis of its early legal assessments, which must be indicated to the parties in due time. On these grounds, the tribunal dealing with a civil law case will, for example, take evidence only to clarify facts that it considers to be relevant for the decision on the basis of its own legal assessment. Consequently, there is no cross-examination of party-nominated expert witnesses in civil law; instead, the tribunal will nominate experts only to clarify contentious facts by embedding neutral technical expertise into the proceedings. It is therefore the tribunal that will pattern an evidentiary hearing and question experts and witnesses first. All this does not exclude the parties' rights to question experts and witnesses according to their needs and trial strategy. The parties are moreover free to assign technical experts and introduce their expertise into the proceedings, especially if they want to impeach the statement of a court-nominated expert. The tribunal has to take notice of such party-expert opinions and consider them as party submissions. In the end, it will independently decide on the (proven) facts as the basis for its legal assessment and final decision.

All this is only meant to be exemplary for the structural differences between common and civil law arbitration proceedings, which upon closer look emerge from a substantially diverse legal culture. Referring to the opening remarks in this article, it can easily be detected that civil law cases are decisively governed by statutory regulations, which are as such not available in a common law environment. Consequently, the procedural rules in civil law disputes are geared to enforce the application of the written law by assigning responsibility for legal guidance to the tribunal. Practically, this leads to the following observations and conclusions:

- Arbitration in a civil law dispute should involve (early) legal guidance by the tribunal.
- Members of the tribunal in a civil law case should have specific expertise in the applicable substantial (civil) law.
- Party submissions in arbitration proceedings are, in general, less "excessive" than in common law cases, as the tribunal works out the essential arguments and legal aspects during the course of the proceedings and thereby guides the parties to focus their submissions accordingly.
- On the other hand, arbitration bears some additional risk for the parties and their legal representatives, also emerging from the more active role assigned to the tribunal. If the tribunal makes inappropriate use of its responsibilities, it might mislead the entire case; and because the parties have less influence on the arbitral proceedings, there is not much they can do to stop the tribunal from following the wrong path.

2. Mediation and conciliation

Classic mediation, even though very popular in other fields of law, does not play a significant role in the resolution of construction law disputes in Germany. This is not very surprising, because the complexity of disputes arising from the execution of construction contracts usually requires more than facilitation by a neutral mediator. Instead, legal practice in Germany reveals a great demand for neutral legal advice and guidance. Therefore, a common way to settle construction and engineering contract disputes is to conduct a conciliation, relying on the expertise and integrity of the conciliator, who is nominated by both parties to give his or her (legal) opinion on one or more controversial issues on the basis of regularly brief party submissions. His or her legal assessment, often focused on the interpretation of contentious contractual clauses and combined with a risk evaluation, is the basis for an intended settlement agreement to be negotiated with the parties in the course of a customary hearing. If demanded, the conciliator will also submit a written settlement proposal. Conciliation—just like mediation—does not lead to a binding decision. It will only work if both parties are genuinely interested in generating a consensual solution to their problem. Under these premises, conciliation is quick (even multi-million-Euro disputes can be solved within a couple of months), inexpensive and flexible.

3. Adjudication

Adjudication also aims to resolve a dispute as quickly as possible, but with the perspective of a provisionally binding

decision by the adjudicator that has to be issued within a quite ambitious time frame of 28 to 75 days. Under these premises, the decision of the adjudicator is more of an assumption that likely will not have the depth and reliability of a court decision. It can be reviewed by a state court or an arbitration tribunal, whose invocation, however, is suspended at least for the duration of the adjudication proceedings.

Adjudication is a fairly new but rapidly growing market in Germany. It is run and dominated by lawyers, not engineers. That makes sense, because under the regime of German civil law, the decision on a construction law dispute depends primarily on legal assessments. Technical expertise has to be consulted in addition, if needed. For larger construction projects, it can be useful to implement a dispute resolution board (DRB), or so-called "stand-by board," which accompanies the construction project from the beginning and can be brought in at any time. DRBs usually require legal and technical expertise. Therefore, they are generally staffed by at least one specialist lawyer and an equally highly qualified engineer.

The advantages of such a construction dispute settlement tool are immense. Its mere presence encourages the parties to avoid unnecessary disputes. Because it ensures a rapid resolution of any dispute, it helps avoid construction work coming to a standstill just because the parties cannot agree on parameters for continuation. If, for example, a dispute concerning the amount of supplemental payment claims is promptly resolved by a preliminary binding decision of the DRB, the contractor will also be paid promptly for the sake of its liquidity and an undisturbed continuation of the work. Legal practice shows that such DRB decisions are very likely to be accepted by both parties and in most cases do not have to be reviewed by state courts or arbitral tribunals.

IV. Conclusion

ADR under the regime of (German) civil law is heavily influenced by the peculiarities of the applicable substantive law. The proceedings, especially in arbitration and adjudication, are determined by the much more active role of the tribunal—as it is usual in a common law environment—which requires it to highlight the results of its legal assessments and provide (independent) legal guidance at an early stage of the proceedings. ●

Prof. Stefan Leupertz, Essen, is Judge of the German Federal Court of Justice (Supreme Court (Bundesgerichtshof)), ret.; arbitrator, adjudicator and mediator.

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LT: It is really a case-by-case basis. We do have arbitration provisions in our subcontracts. But when we have a choice, I have found in many instances that our interests are better served through litigation, such as when we won't be able to get all of the parties to a dispute into the arbitration. But whether arbitration or litigation, both are time-consuming and expensive. So we like to try to resolve those cases that can be resolved through settlement.

NH: Do you utilize mediation?

LT: I thoroughly embrace mediation and actively encourage mediation in most of our cases when the time is right. If we can resolve a case without the necessity of going the litigation route, we are always open to mediating the dispute.

NH: Do you have mandatory mediation provisions in any of your contracts?

LT: Not typically. In fact, I find that mandatory, court-ordered mediations are not always very effective. I think that is for a variety of reasons, ranging from a lack of buy-in from some or all of the parties to the fact that sometimes the mediation is conducted too early in the process.

NH: What do you see as some of the ingredients of a successful mediation?

LT: As I noted with court-ordered mediation, all of the parties have to buy in to the idea of mediating the case, which means everyone needs to be ready to compromise. The timing is crucial because if a mediation is conducted too early, the parties may not have all of the necessary information to make a sound decision. Conversely, waiting too long can entrench the parties in their positions, making the case difficult to settle. This would include saving legal fees and avoiding disruption of people's time.

NH: Do you have any thoughts on the selection of the mediator?

LT: I definitely feel that it is crucial to choose the right mediator for the case at hand. We all know that mediators have different styles, and I do not believe that one size fits all. I would say as a general observation, however, a mediator needs to bring some evaluative abilities to the table. It is simply not helpful for a mediator to be a message carrier. I look for someone who can assess and discuss the strengths and weaknesses of the case. And I don't just mean with the other side; I appreciate someone who can be straight with me about my case.

NH: It sounds like timing and the right mediator are both important to you. How do you decide which cases are appropriate for mediation?

LT: At Skanska, we evaluate our cases very early on. This is where we want highly skilled outside counsel to work with us and give us sound and honest advice about our case. If we have a problem, I want to hear it early on, not on the courthouse steps.

NH: Shifting gears a bit, what do you think of the use of a dispute review board or a mediator in reserve?

LT: Each project is different. Certainly for larger projects, a mechanism such as a dispute review board or a mediator in reserve can provide value. As it stands, many times, disputes in the field tend to get resolved by the architect. Having a neutral mediator as a resource during a project is certainly something to consider.

NH: Wrapping up, can you tell us about any interesting projects underway?

LT: We obviously have many projects going on at any given time. Right now, we have a big project at LaGuardia Airport in New York. We are one of three companies in the joint venture on this job. It represents a big challenge because we are going to keep the terminal open during the construction.

NH: It sounds very demanding but exciting. I hear you still have a couple of hard hats in your office.

LT: I sure do. Even though I am an attorney, I haven't completely left behind my construction roots. I am looking forward to going out to see our LaGuardia project as it moves forward.

NH: Thank you for sharing some of your thoughts with us. As you know, our GEC readers include top-notch construction attorneys, so I know they will appreciate your insights. Good luck with LaGuardia Airport! ●

Hon. Nancy Holtz (Ret.) is a JAMS neutral based in Boston. She has more than 30 years of experience as a judge, attorney and ADR practitioner resolving significant multi-million-dollar business and construction disputes, as well as employment, wrongful death and other personal injury matters. She can be reached at ***nholtz@jamsadr.com.***

Different Approach

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the consultative-sales world, and maybe we mediators can learn from them—negotiators too.

Let me tell you first what consultative sales is. The buyer needs help defining its problem and finding an apt solution, and that is the role of a consultative seller—to help the buyer to an implementable solution. Both the buyer and seller have several options and need to figure out which apply or whether a unique option must be created for the buyer's needs to be met and the problem to be solved. Usually, due to the nature of the problem, the cost of the solution and the attendant risks and rewards of proceeding or not, a lot is at stake for both the buyer and seller in deciding what to do.

In other words, consultative salespeople, like negotiators and mediators, help conflicted people solve complicated, usually multi-layered and often high-stakes problems. That's why effective lawyers—whether negotiating or mediating—will want to learn about modern consultative selling; the approaches taught by consultative selling make it substantially easier to build common ground and devise shared and implementable solutions to even the most high-stakes problems. It holds the keys to help counsel unlock the thinking of backward-stepping disputants.

I was introduced to the field more than 20 years ago when I read SPIN Selling by Neil Rackham, a research psychologist grounded in the measurement of communication and other interactive behaviors. (Since then, he has become my husband.) At that time, the book had been in existence for 10 years already. Today it is still number one among sales books on Amazon. The reason for its longevity is clear: It is based fully and solely on empirical data. And it works.

SPIN Selling compiled the data collected by 1,000 staff members trained in measuring behaviors to a research standard of reliability. These co-researchers sat in on 35,000 sales calls around the globe, meeting 10,000 salespeople in the process, to discover what expert salespeople do differently than average salespeople. "Expert" salespeople were identified by producing the highest number of successfully implemented sales. At that time, the findings were revolutionary.

What did they discover that still holds true today? The best salespeople do not talk about how wonderful their products are. Instead they sell by asking the buyer questions, with the goal of generating a shared understanding of the nature of the buyer's problem and the opportunities for solution.

What kinds of questions? Rackham's researchers found that four types of questions were asked by all salespeople:

- **Situation questions: background, facts and context**
- **Problem questions: difficulties and dissatisfactions**
- **Implication questions: consequences or effects of a problem**
- **Need-Payoff questions: helping the potential buyer realize a sale's value**

These four questions comprise the acronym SPIN. (They can be asked in any array that makes sense.) Interestingly, though, average salespeople used the four questions differently than expert salespeople did. Average sellers asked mostly Situation and Problem questions, while expert sellers used four times as many Implication and Need-Payoff questions as their average counterparts. Why? Because implementability and buyer commitment to the solution depended on both the seller and the buyer understanding the long-range risks and rewards of the solution. Absent that shared understanding, it was all too likely that the wrong solution would be bought, the right solution would be rejected or no solution would be bought, needs notwithstanding.

This finding is particularly challenging to lawyer negotiators and mediators. We know from other Rackham research on the communication behaviors of expert negotiators that lawyers ask more questions than most negotiators. Most of the questions we ask, though, are Situation and Problem questions. Not often enough do we explore the implications and value propositions facing the people with whom we negotiate. *Getting to Yes* notwithstanding, our training inhibits that kind of exploration.

Think about it. Transport yourself back to the first semester of law school, when you learned your entire future depended in no small part on how, and how well, you briefed a case. You learned to précis the facts (Situation questions) and the issues facing the court (Problem questions). Never did you learn to explore the implications of the case for the disputants. They were irrelevant—both the people and their problems. Need-Payoff issues—value

issues—whether to the disputants or society at large, received no attention at all. And you carry this "education" into every negotiation and mediation.

So what do you do when, as you approach agreement, one of the parties steps away from the deal? Push your solution or explore their recalcitrance? You don't have to answer. If you're a well-educated attorney, you push, even eloquently. We lawyers call that advocacy. Unfortunately, unless you have position powers or are perceived as an expert worthy of belief, pushing rarely delivers a successfully implemented agreement.

"Really?" you ask. Really. And you can prove that to yourself. Test it in the quiet of your home. Try to alter your significant other's behavior by telling him (or her) what to do. So next time, try questions—ask, ask, ask until both you and the recalcitrant understand the implications of walking away. Okay, I hear you. You want more than mere advice from a bystander. Good enough. Try these questions and see if they work for you.

- **How much money have you lost during this litigation because your business plans have been kept on hold?**
- **How much money could you have made had the mediated settlement we are exploring been in effect years ago?**
- **In this case, the court can only grant you X. The mediated settlement on the table gives you A, B and C. Is your multi-year search for total legal vindication worth tossing out all you have gained through the mediation?**
- **What happens if that total vindication does not come? Are you really prepared to lose A, B and C?**
- **Alternatively, with the mediated settlement in hand, what will you do first that you could not have done without it? And what will you do after that?**

Feel free to fiddle with these questions so that whatever you ask meets the information needs of the parties, including yours. Because isn't that the goal? Not a settlement for settlement's sake, but one that evolves from a shared, accurate, and useful understanding of both the problem and the solution so that all at the table are committed to solution implementation.

It's worth a try. Don't you think? ●

Ava J. Abramowitz mediates for the U.S. Court of Appeals for the District of Columbia and for the U.S. District Court for the District of Columbia. A Professorial Lecturer in Law at the George Washington University Law School, she is co-chair of the ABA Dispute Resolution Section Mediation Committee. She can be reached at ***aabramowitz@law.gwu.edu****.*

The JAMS Global Engineering and Construction Group provides expert mediation, arbitration, project neutral and other services to the global construction industry to resolve disputes in a timely manner. To learn more about the JAMS Global Engineering and Construction Group, go to www.jamsadr.com/construction.

Representative Matters

Zela "Zee" Claiborne, Esq. served as a mediator and successfully resolved a dispute related to the San Francisco downtown subway.

Kenneth C. Gibbs, Esq. has been engaged to act as mediator with regard to a major public project in Anchorage, Alaska; a rail transit project in Denver, Colo.; and improvements to the Los Angeles International Airport.

Honors

Andrew Aglionby, Philip L. Bruner, Esq., Kenneth C. Gibbs, Esq., George D. Calkins II, Esq. and **Hon. Humphrey Lloyd, QC** were named to the 2016 *Who's Who* Legal Survey of World Construction Lawyers.

Robert B. Davidson, Esq. was named to the 2016 *Who's Who* List of Mediators.

Upcoming Events

Philip L. Bruner Esq. will speak on three panels at the Sixth Society of Construction Law International Biennial Conference in Brazil in September 2016.

Robert B. Davidson, Esq. will participate in the New York Metro Global Pound Conference in September 2016.

Hon. Carol Park-Conroy (Ret.) will serve as a guest lecturer on Contract Changes and Disputes for Basic Contract Cost course at George Washington University School of Business in October 2016. She will also serve as a panelist at the Forum on Construction's Fall Meeting in Chicago in October 2016. She will also serve as a moderator at the Boards of Contract Appeals Bar Association (BCABA) Annual Program in October 2016.

Newsletter Registration

If you want to stay apprised of the latest developments in construction ADR and you are not already receiving this electronic newsletter, please register online or send us your email address. Register at www.jamsadr.info or email constructionsolutions@jamsadr.com or scan the code to the left.