



SPECIALIZING IN MEDIATION & ARBITRATION & DISPUTE REVIEW BOARDS

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DISPUTE REVIEW BOARD – RULES AND PROCEDURES

MARCH 15, 2016

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AS EACH DRB IS CUSTOM DESIGNED, MAY INVOLVE DIFFERENT COMBINATIONS OF DRB MEMBERS AND MAY INCORPORATE DIFFERENT CLASSES OF INDIVIDUALS AND/OR FIRMS IN THE DRB PROCESS, THESE RULES AND PROCEDURES MAY NEED TO BE ADJUSTED TO FIT THE REQUIREMENTS OF EACH DRB. THE CDRS DRB ADMINISTRATOR AND THE DRB CHAIRMAN SHALL STIPULATE THE VARIANCES TO THESE RULES TO THE DRB PARTIES PRIOR TO THE COMMENCEMENT OF THE FORMAL DUTIES OF THE DRB.

DRB RULE 1. DRB RULES AND PROCEDURES

These DRB Rules and Procedures shall govern all activities of and relating to the DRB including but not limited to the formation of the DRB, the selection of the DRB Members, the scope and responsibilities of the DRB, the procedures and activities of the DRB and all matters to come before the DRB in the normal performance of the duties and responsibilities of the DRB as specified in the DRB Agreement and related documents.

DRB RULE 2. DRB RULES AND PROCEDURES - CONFLICTS

If these DRB Rules and Procedures should conflict with any rule or procedure that is specified in any negotiated CDRS agreement, form or document that will be utilized by a DRB, the rule or procedure specified in the agreement, form or document shall take precedence over these DRB Rules and Procedures.

DRB RULE 3. DRB COMPOSITION

All DRBs shall be comprised of three CDRS Neutral Members and if required, it shall also contain Representatives of the Parties according to the DRB Agreement that has been negotiated between the Parties, resulting in a five person DRB. After the commencement of the duties of the DRB, the composition of the DRB may be amended only by written agreement of all of the Parties to the DRB Agreement. Upon request, there shall be established a one person DRB.

DRB RULE 4. DRB SCOPE OF DUTIES AND AUTHORITY

The scope of responsibilities and the authority of the DRB shall be stipulated in the DRB Agreement that has been executed by the Parties. The scope of responsibilities and the authority of the DRB may be amended only by written agreement of all of the Parties to the DRB Agreement.

DRB RULE 5. DRB FORMATION AND/OR CREATION

As a general rule, the DRB shall be formulated in the early stages of the development of the construction process. With the assistance of a CDRS DRB Administrator, the construction project Owner (Owner) shall develop and design the DRB to handle the scope of responsibilities required by the Owner including Advisory Authority and/or Final and Binding Authority involving ADR Dispute Resolution Processes or other related procedures. The composition of the DRB including the number of Neutral Members and Non-Neutral Members shall be established along with the involvement of other Parties other than the Owner and General Contractor. After the General Contractor (GC) has been selected, the scope and responsibilities of the DRB may be amended only with the written agreement of the Owner and GC.

DRB RULE 6. NUMBER OF DRBs

Depending on the complexity of the construction project, it may be advisable to form more than one DRB, each with a specific specialization, to handle the specified scope and responsibilities required of the specialized DRB. Each DRB will follow the same DRB Rules and Procedures and shall function as an independent DRB separate from any of the other DRBs. A common CDRS DRB format authorizes the DRB to issue advisory opinions or recommendations only. If the Parties do not come to an agreement as a result of the DRB advisory opinion or recommendation, they may consider utilizing a mediator or arbitrator(s) member of an established Construction Settlement Panel or may choose to select a mediator or arbitrator(s) from the *CDRS National or International Panel of Construction ADR Specialists*

DRB RULE 7. SELECTION AND APPOINTMENT OF DRB NEUTRAL MEMBERS

On a typical DRB requiring three neutral DRB Members, one Member is selected by the Owner, one member is selected by the GC and the DRB Chair is selected by mutual consent of the Owner and GC. If the Owner and the GC cannot mutually agree on the DRB Chair, the CDRS DRB Administrator, after consulting with the Owner, GC and two other DRB Neutral Members, shall select and appoint the DRB Chair. The DRB administrator may also consult with the CDRS Senior Case Administrator prior to selecting the DRB Chair. All members of the DRB must be selected from the *CDRS National or International Panels of Construction DRB Specialists*. The DRB Chair must be selected from among the Members of the *CDRS National or international Panel of DRB Specialists*.

DRB RULE 8. DRB NEUTRAL MEMBER RESIGNATION

If a DRB Neutral Member is unable to fulfill their responsibilities as a DRB Member due to illness, personal or family matters, conflicts in scheduling or for any other reason, the Owner or the GC that originally selected that Member shall select the replacement DRB Member as specified in Rule 7. If the Member is the DRB Chair, the Owner and the GC may mutually select one of the other two neutral members to become the DRB Chair or may mutually select a new DRB Chair from the *CDRS Panel of DRB Specialists*. If the Owner and the GC cannot mutually agree on the replacement DRB Chair, the CDRS DRB Administrator, after consulting with the Owner, GC, two other DRB Neutral Members, if applicable, and the CDRS Senior Case Administrator, shall select and appoint the DRB Chair. The CDRS DRB Administrator will oversee the execution of the new Neutral Member Agreement including any adjustments necessary in the fee structure of the replacement DRB Member. The payment of fees and expenses of the retiring DRB Neutral Member shall be as specified in the DRB Agreement.

DRB RULE 9. DISQUALIFICATION OF A DRB NEUTRAL MEMBER

A Neutral Member of the DRB may be disqualified and replaced by mutual consent of the Parties to the DRB Agreement. A new DRB Member shall be selected according to the procedures as

specified in DRB Rule 7 and Rule 8. The payment of fees and expenses of the disqualified Member shall be as specified in the DRB Agreement. If a DRB Member is disqualified while participating in the formation and issuance of an advisory opinion, the DRB Chair shall determine the procedures to be used in the continuance of the ADR process. If the Neutral Member disqualified is the DRB Chair, the DRB Administrator shall determine the procedures to be used in the continuance of the DRB process.

DRB RULE 10. SELECTION OF NON-NEUTRAL DRB MEMBERS

If a DRB Agreement specifies and establishes a DRB consisting of five Members, the three Neutral Members shall be selected and appointed according to Rule 7. It is common practice for the Owner and the GC to each select and appoint a DRB Member from other than the *CDRS National and International Panel of Construction* to represent their interests on the DRB. All negotiations and the execution of the Agreements between the Parties and their non-neutral representatives to the DRB shall be handled by the Owner or the GC as applicable. Any fees and/or reimbursements of expenses of the non-neutral Members of the DRB shall be the responsibility of the Owner and the GC as applicable. Replacement of non-neutral members of the DRB shall be made by the Owner or the GC as applicable.

DRB RULE 11. DRB CHAIR RESPONSIBILITIES AND DUTIES

The DRB Chair shall have the responsibilities and duties as specified in the DRB Agreement and any other responsibilities and/or duties that are mutually agreed upon by the Parties and the DRB Chair and other responsibilities as specified in these Rules and Procedures or in any other related DRB documents and/or forms.

If a Construction Settlement Panel (CSP) is formed to supplement and support the DRBs on the project, the DRB Chair may have additional responsibilities related to the duties and functions of the CSP. Please refer to the CDRS CSP Rules and Procedures to ascertain those additional duties and responsibilities.

DRB RULE 12. NEUTRAL DRB MEMBER RESPONSIBILITIES AND DUTIES

The DRB Neutral Members of the DRB shall have the responsibilities and duties as specified in the DRB Agreement and any other responsibilities and/or duties that are given to them by the DRB Chair, the mutual agreement of the Parties and the DRB Chair and/or are specified in these Rules and Procedures or in any other related DRB documents or forms.

If there are multiple DRBs being utilized on a construction project, a Neutral DRB Member may serve in different capacities, including serving as an expert, and as a Neutral Member on other DRBs. After a DRB has been established, any change or addition to a DRB Neutral Member's responsibilities must occur only after the DRB Administrator has had the opportunity to complete the appropriate documents required.

DRB RULE 13. NON-NEUTRAL DRB MEMBER RESPONSIBILITIES AND DUTIES

The Non-Neutral Members of the DRB shall have the responsibilities and duties as specified in the DRB Agreement and any other responsibilities and/or duties that are given to them by the DRB Chair, the mutual agreement of the Parties and the DRB Chair and/or are specified in these Rules and Procedures or in any other related DRB documents and forms. Typically the Non-Neutral DRB Members participate in all general matters that come before the DRB and do not participate in the issuance of advisory opinions or recommendations issued by the DRB. After and advisory opinion

or recommendation has been issued by the DRB, the Non-Neutral DRB Members present and discuss the advisory opinions or recommendations issued by the DRB with the Party who they represent on the DRB.

DRB RULE 14. CDRS DRB ADMINISTRATOR RESPONSIBILITIES AND DUTIES

A DRB Administrator shall be appointed by the CDRS Senior Case Administrator to work with the Construction Project Owner (Owner) in the early stages of the project's development. The Administrator shall work with the Owner in the formation of the DRB including but not limited to: selecting the type and composition of the DRB including Advisory and ADR authority, selecting the entities that shall participate in the DRB process including the general contractor, subcontractors, their subcontractors, material suppliers, service providers, etc., selecting the neutral members of the DRB from the appropriate CDRS Panels, selecting the ADR processes that will be utilized by the CSP including but not limited to mediation, binding mediation, arbitration, med-arb, arb-med, etc., and providing any other information that might be required by the Owner (and the General Contractor, if applicable) in the formation of the DRB. The Administrator may be required, as specified elsewhere in these Rules and Procedures, to select and appoint a DRB Chair if the Parties can not mutually agree on a DRB Chair or replacement Chair if applicable.

The Administrator shall assist the Owner in preparing the information necessary to include the specifics of the DRB to the bidders on the construction project and shall prepare an estimate of the related costs of the DRB to be disseminated to all bidders on the construction project.

The Administrator shall assist the Owner and the General Contractor, upon request, with the execution of all DRB Agreements between all of the other individuals or entities involved in the construction project such as subcontractors, their subcontractors, material suppliers, service providers, etc. and will assist the Parties with the negotiation and execution of the DRB Member Agreements with each of the Neutral DRB Members. The Administrator shall provide each Party to the DRB with a portfolio containing the photographs and biographies of each of the Neutral Members of the DRB. The Administrator shall also provide a final set of "DRB Rules and Procedures".

The Administrator shall also perform all duties as required by the normal operation of the DRB including but not limited to the following: notifying each DRB Member of any DRB meetings, jobsite visits or related activities, issuing "Certified Copies" of all DRB Advisory Opinions or Recommendations, Mediation Settlement Agreements and/or Arbitration Awards as a result of CSP ADR procedures, compiling the fees and expenses of the DRB Neutral Members and issuing a monthly invoice for services rendered to the appropriate Parties, and other related duties as requested by the DRB Chair or as specified in these rules and procedures or in other related DRB Agreements, forms or documents.

DRB RULE 15. CDRS CONSTRUCTION EXPERTS

All members of the *CDRS National and International Panels of Construction ADR Specialists* may be retained to serve as a construction expert to be utilized by the DRB if a special expertise is required to assist the DRB Members and the Parties to the DRB in the issuance of an advisory opinions or recommendations or in deliberations or in testimony during an ADR procedure conducted by the CSP. The DRB Administrator shall assist the Parties in the selection of a CDRS Specialist and with the execution of the documents required to provide the services of the CDRS Construction Specialist to the DRB. If there are multiple DRBs being utilized on the construction project, CDRS Specialists may serve as a construction expert on multiple DRBs. After a DRB has been established, any change or addition to a DRB Neutral Member's responsibilities may occur

only after the DRB Administrator has had the opportunity to complete the appropriate documents required to allow the DRB Neutral Member to provide the additional required services.

DRB RULE 16. DRB NEUTRAL MEMBER/ADMINISTRATOR NEUTRALITY

Prior to selection and appointment, the DRB Neutral Members and the DRB Administrator shall divulge and shall bring to the attention of the Parties to the DRB any and all former activities, personal relationships, business relationships and any other occurrence that might be perceived to affect the neutrality of the DRB Neutral Member or Administrator. The responsibility to divulge any information that might be perceived to affect the neutrality of the DRB Neutral Member or the Administrator shall be continuous and shall continue until the duties and responsibilities of the DRB have been completed.

A Member's disclosure or the Administrator's disclosure should not be considered as an admission that the Member or Administrator considers the disclosed information to affect his/her ability to remain neutral and impartial. It is provided for informational purposes only.

DRB RULE 17. DRB NEUTRAL MEMBER/ADMINISTRATOR CONFIDENTIALITY

All matters involving the activities of the DRB shall be kept in confidence by the DRB Neutral Members and the DRB Administrator unless written permission by all of the Parties to the DRB is obtained. All DRB matters may be openly discussed between the Neutral Members of the DRB and/or the DRB Administrator unless they are instructed to keep an issue confidential by the DRB Chair or are requested to keep an issue confidential by one of the Parties.

DRB RULE 18. DRB NEUTRAL MEMBER AND/OR ADMINSTRATOR NEUTRALITY AND CONFIDENTIALITY CHALLENGES

Any Party to the DRB may submit a challenge to the DRB Chair if they perceive that a DRB Member and/or the DRB Administrator have breeched their confidentiality or neutrality according to DRB Rule 16 and Rule 17. If the DRB Chair is in question, the challenge shall be submitted to the DRB Administrator. A special administrative hearing shall be held to determine the accuracy of the challenge and shall be conducted by the DRB Chair and/or the DRB Administrator, if applicable. And appropriate.

The DRB Chair or the DRB Administrator, if applicable, shall determine the accuracy and importance of the challenge. If the Parties to the DRB mutually agree to eliminate the Neutral Member or the Administrator who is being challenged, that Neutral Member or Administrator will be disqualified. If only one Party questions the neutrality or the confidentiality of a DRB Neutral Member or the Administrator, the DRB Chair or DRB Administrator, if applicable, shall determine whether or not to disqualify the Member or Administrator in question. If the DRB Neutral Member is disqualified, the DRB Neutral Member shall be replaced according to the procedures specified in DRB Rule 7 and DRB Rule 8. If the DRB Administrator shall be disqualified, a new DRB Administrator shall be appointed by the CDRS Senior Case Administrator with the assistance of the DRB Chair and through consultation with the Parties.

DRB RULE 19. DRB GENERAL OPERATIONS

After the DRB Chair has been selected and all appropriate Agreements have been executed, the DRB Chair shall have the responsibility to conduct all activities of the DRB necessary to fulfill and complete the duties and responsibilities of the DRB. The DRB Chair shall also have the authority to assign any duties and/or assignments to the non-neutral members of the DRB as required to assist in the performance of the activities of the DRB. The DRB Administrator shall continue to assist the DRB at the request of the DRB chair and shall perform all duties and responsibilities that

are specified in these DRB Rules and Procedures and as specified in DRB related DRB Agreements, forms and other documents.

DRB RULE 20. DRB COMMUNICATIONS

All formal communications between the Parties to the DRB and the DRB shall be in writing and shall be directed to the DRB Chair. No personal or private “ex-parte” communications shall be conducted between any Party and a Neutral Member of the DRB. If there is any question as to the appropriateness of the communication, it should be sent to all DRB Members and to the other Party(s) or the DRB case administrator as appropriate. If for some reason, the DRB Chair is unreachable and/or unavailable, the Party(s) may contact the DRB Administrator if the matter is of immediate importance. The DRB Administrator shall be authorized to perform any administrative functions as may be required in the absence or unavailability of the DRB Chair. CDRS must be copied with any communications directly between a party and the DRB Chair. Allowable written communications include e-mail, fax, Fed-Ex or similar delivery service and regular US mail service. It is recommended that all written communications be of a type that will provide a record of its being sent.

Voice communications shall be allowable between the DRB Chair and any of the Parties on matters that are not of substance to the DRB proceedings and are necessary for scheduling or other administrative issues. Any questions relating to proper communications may be directed to the DRB Administrator who will determine the appropriate method of communication that is necessary to handle the issue in question.

DRB RULE 21. REGULARLY SCHEDULED DRB MEETINGS

DRB Regularly Scheduled DRB meetings shall be conducted according to the agenda as prepared by the DRB Chair. The agenda must be submitted to all of the Members of the DRB and to the Parties no less than seven (7) days prior to the regularly scheduled meeting. The agenda may be amended by written submission of the DRB Members or of the Parties to the DRB Chair up to Three (3) days prior to the scheduled DRB meeting. The agenda may be further amended within 3 days of the DRB meeting only with the approval of the DRB Chair. The DRB meeting shall be conducted under the direction of the DRB Chair.

In addition to the DRB Members, others including the Owner, GC, attorneys, witnesses, specialists, etc. may attend and/or participate in the discussions at the DRB meeting only with the approval of the DRB Chair. The DRB Chair will have the option to conduct the entire meeting as an open forum or may decide to conduct the meeting or any portion thereof in a private “executive session” with only the DRB members in attendance according to the controversial nature or complexity of the matters that will come before the DRB. If the DRB Chair determines that an issue is of a sensitive nature and the DRB consists of five members, the DRB Chair shall have the option to conduct a “DRB Special Executive Session” where the two non-neutral DRB Members will not be allowed to participate and/or be in attendance, however, all advisory opinions or recommendations must involve input and discussion of the five members of the DRB.

Written submissions by other than DRB Members directed to the DRB Chair may be admitted to the DRB discussions at the discretion of the DRB Chair.

DRB RULE 22. SPECIAL DRB MEETINGS AND SAH HEARINGS

Special DRB meetings and Special Advisory Hearings (SAH) may be scheduled by the DRB Chair at the request of any Party to the DRB. At least a three (3) day advance notice must be given to the DRB members unless they all mutually agree to hold the meeting at an earlier time. The SAH

shall be conducted according to the rules and procedures specified in these rules and procedures and as specified in other CDRS DRB forms and documents. The special meeting will be held at the earliest convenient date for the Members of the DRB. The meeting will be conducted by the DRB Chair according to the rules and procedures as specified in DRB Rule 22.

DRB RULE 23. JOBSITE VISITATIONS

Jobsite visitations by the DRB may be scheduled to coincide with a regularly scheduled DRB meeting, may be regularly scheduled according to a pre-determined jobsite visitation schedule of its own or may be scheduled as requested or required by the Parties or by the DRB Chair. All DRB Members should be present at all jobsite visitations, however, if one or more of the DRB Members is unable to attend the jobsite visitation, the DRB Chair may elect to allow the jobsite visitation to occur. At no time is any Neutral DRB Member to make a jobsite visitation by themselves except as indicated elsewhere in this rule. DRB Non-Neutral Members may visit the jobsite at any time.

In addition to the DRB Members, the Parties to the DRB should have a representative who is not a DRB Member in attendance at all jobsite visitations. The DRB Chair may elect to allow the visitation to proceed if one or more of the Parties to the DRB are not in attendance as long as proper notice was given to the Parties indicating the time, date and other particulars of the jobsite visitation. If the jobsite visitation is scheduled as a result of a specially scheduled emergency DRB meeting, the DRB Chair may elect to continue with the jobsite visitation if one or more of the Parties or one or more of the DRB Members are not in attendance.

It shall be the responsibility of the GC to assure that the jobsite is in a safe and accessible condition for the DRB Members. Protective clothing and proper weather gear shall be provided for the DRB members as specified in the DRB Agreement. The DRB Chair shall have the responsibility to determine whether the jobsite is in a safe and accessible condition for the DRB Members. As a general rule, all DRB Members shall remain together as a group during a jobsite visitation.

If a jobsite visit is required as a result of a binding mediation or an arbitration procedure, the jobsite visitation may be made by the mediator or arbitrator(s) alone as long as a representative from each Party is in attendance during the jobsite visitation.

DRB RULE 24. TIME LIMITS FOR DECISIONS AND AWARDS

After a Special Advisory Hearing, the "Certified Copy" of the official Advisory Opinion or Recommendation shall be issued by the DRB Administrator within sixty days of the close of the Special Advisory Hearing, unless the Parties and the DRB Chair agree on a different time schedule for the issuance of the advisory opinion or recommendation. If a jobsite visitation is required prior to the issuance of the Advisory Opinion or recommendation, the sixty day period shall commence at the end of the day of the jobsite visitation.

The issuance of an advisory opinion, mediation settlement agreement or an arbitration award may be delayed according to conditions specified in DRB Rule 27.

DRB RULE 25. SUBSEQUENT LEGAL PROCEEDINGS

All "Certified Copies" of Advisory Opinions or Recommendations shall not be admissible in any further or related legal proceedings unless the Parties have agreed to some other procedure.

As the DRB Meeting or Hearing is not open to the general public and the proceedings are confidential in nature, under no circumstances shall a DRB Neutral Member be issued a subpoena

or any other legal request to appear in any subsequent legal or administrative procedure including but not limited to arbitration and/or litigation.

At no time shall the Parties or any of their representatives cause a subpoena or any similar legal request to be issued to a DRB Neutral Member, CDRS independent Contractor or any of the employees of CDRS to appear in any subsequent legal or administrative proceeding. At no time shall the Parties issue a subpoena or demand the production of any records, notes, documents or work product of the DRB Members or of CDRS other than a "Certified Copy" of an Advisory Opinion. To the extent that the Parties may have a right to issue a subpoena or demand the production of related information as specified above, the Parties do hereby waive that right by virtue of the utilization of these DRB Rules and Procedures.

IF A PARTY OR ANY OF ITS REPRESENTATIVES CASUSES A SUBPOENA OR SIMILAR LEGAL DOCUMENT TO BE ISSUED VIOLATING THE TERMS OF THIS RULE, THE RESPONSIBLE PARTY SHALL PAY THE COSTS OF THE DRB NEUTRAL MEMBER, CDRS INDEPENDENT CONTRACTOR OR CDRS INCURRED TO RESIST THE SUBPOENA OR OTHER LEGAL DOCUMENT INCLUDING ATTORNEY'S FEES OR AND OTHER EXPENSES RELATED TO THE DEFENSE OF THE DRB NEUTRAL MEMBER OR OF CDRS AGAINST THE SUBPOENA OR OTHER LEGAL DOCUMENT.

DRB RULE 26. HOLD HARMLESS

Each DRB Member shall be held harmless for any personal or professional liability arising from or related to DRB Activities including but not limited to the issuance of an advisory opinion or recommendation or participating in any DRB activity. To the fullest extent permitted by law, the Owner(s), the General Contractor and any other Party involved in the DRB process shall defend, indemnify and hold harmless all DRB Members, CDRS Independent Contractors and CDRS for any claims, losses, demands, costs and damages, or economic losses arising out of or related to DRB Members carrying out their responsibilities as a DRB Member or for any other DRB activities related to the DRB process. The foregoing indemnity is a joint and severable obligation.

DRB RULE 27. FEES, COSTS AND BILLING PROCEDURES

If applicable, CDRS may charge administrative fees during the initial DRB formation process prior to the commencement of the duties of the DRB. These fees shall be determined prior to the commencement of the DRB formation process and shall be stipulated in the "CDRS DRB Formation Agreement" that shall be executed between the Owner (or Parties) and CDRS.

All fees and costs shall be as stipulated in the various DRB Agreements and/or applicable Fees and Costs Schedules that are executed between the Parties and/or DRB Neutral Members. The CDRS DRB Administrator shall review the monthly invoices submitted by the DRB Neutral Members and shall invoice the applicable Party(s) each month for their applicable share of the fees and related costs of the DRB Neutral Members. CDRS's continuing administrative charges shall be included in the hourly DRB Neutral Members fees. Additional administrative charges may be incurred by the Parties if the CDRS Administrator is requested or must perform additional administrative duties beyond the normal administrative functions related to the DRB. Special DRB meetings, jobsite visits, hearings or other special DRB activity shall be billed individually and shall be subject to the same terms and conditions of the regular monthly invoices. Applicable taxes may be added to the fees and related costs. All CDRS DRB invoices are due and payable within fifteen days from the date of the invoice or as specified in a written agreement between CDRS and the Parties. **CDRS reserves the right to postpone, delay or cancel the activities of a DRB**

including the issuance of an advisory opinion or recommendation if payments are not made according to these terms.

If one of the Parties is negligent or late in their payment of a DRB monthly or special invoice, the other party may make that payment on behalf of the delinquent Party in order to keep the DRB process on schedule in the continuance of handling the required duties and responsibilities of the DRB. If the delinquent Party then makes payment to CDRS, CDRS will refund the payment to the other Party made on behalf of the delinquent Party.

DRB RULE 28. DRB POSTPONEMENT AND/OR TERMINATION

The activities of a DRB may be postponed or terminated by mutual consent of all of the Parties who signed the DRB Agreement. Written notification of the postponement or cancellation shall be sent by certified mail, return receipt requested, to the CDRS DRB Administrator and the DRB Chair.

Under special circumstances, if one Party to the DRB requests a postponement or termination of DRB activities, the DRB Chair, if he/she determines that there is "good cause", such as illness or inclement weather, for the postponement or termination, may postpone or cancel the DRB activities as requested.

The termination will become effective only after all outstanding balances due and payable to CDRS have been paid in full. If there are other fees and costs that have not been charged to the Parties at the time of the request for cancellation, the CDRS DRB Administrator shall invoice the Parties as soon as he/she can assemble the appropriate charges. As soon as these charges are paid in full, the termination shall become effective.

DRB RULE 29. DRB DURATION

All DRB Agreements shall remain in effect until the completion of the construction project or until it is terminated according to DRB Rule 28. DRBs may contractually continue to function for an extended period of time after the completion of the project by agreement between the parties and the DRB Members.

DRB RULE 30. UNSPECIFIED RULE

Any issue that arises related to the activities of the DRB that are not covered in these Rules and Procedures shall be handled as specified in other DRB documents such as a DRB Agreement, DRB form or DRB related document. If the issue is not covered in these Rules and Procedures and is also not covered in any other CDRS DRB document, how the issue shall be handled or decided shall be determined and/or decided by the DRB Chair. His/her decision shall be binding on the Parties, DRB Members or others involved in the DRB process. If there is a question as to the meaning or interpretation of any rule, procedure, process, etc., the DRB Chair shall issue his/her determination of the meaning or interpretation of the issue in question and it shall be binding on the Parties, DRB Members or others involved in the DRB processes. If the issue is of an administrative nature, how the issue shall be handled or decided shall be determined and/or decided by the CDRS DRB Chair after consultation with the DRB Administrator.

DRB RULE 31. AUTHORIZED USE OF RULES AND PROCEDURES AND FORMS

As these CDRS DRB Rules and Procedures and CDRS DRB Forms and Documents are copyrighted by CDRS, any DRB or ADR procedures that are utilized and/or any ADR procedure or DRB that is conducted according to these Rules and Procedures or utilizes any CDRS DRB forms or documents that is not in conjunction with a case or DRB being administered by CDRS, must first

obtain written permission from CDRS before utilizing these DRB Rules and Procedures or DRB forms or documents in any way. Any individual or entity that violates the terms and provisions of this rule shall be subject to the fees and expenses as specified by CDRS.

DRB RULE 32. SEVERABILITY

If any of these DRB Rules or Procedures are deemed to be contrary to applicable law or are declared to be void by any court or through any legal process, all other DRB Rules and Procedures shall remain in force and only the Rule or Procedure that is contrary to applicable law or voided by a court shall be severed from these DRB Rules and Procedures.