

## **Contractor's Statement of Case to the Dispute Adjudication Board**

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### **Abstract**

This paper is an overview of the contractor's referral presented to the Dispute Adjudication Board with a focus on F.I.D.I.C. Contracts. It is presented the contractual and legal steps that an Entrepreneur need to go through it to present his statement of case to D.A.B. Also you can find how important is a Notice of Claim issued by the Contractor when he get to know about an event or circumstance of the Employer risk. Not issued in time the Notice of Claim, he can lose any rights for time and money fort that event. Also, a strong Statement of Case presented to the Dispute Adjudication Board can solve the problem for time that the contractor had lost and give him all the cost associated to that time.

**Keywords:** Claim, Dispute, Dissatisfaction, Adjudication, Decision.

**JEL classification:** K0, K1, K4.

### **1. Introduction**

This paper explains how to presents a referral to the dispute adjudication board (D.A.B.) for the Entrepreneur based on F.I.D.I.C. Conditions of the Contract for Construction for Building and Engineering Works designed by the Employer, known as F.I.D.I.C. "Red Book" First Edition 1999. The acronym F.I.D.I.C. (The International Federation of Consulting Engineers) came from its French name Fédération Internationale des Ingénieurs-Conseils.

The Particular Conditions of Contract and the Appendix to Tender are mainly those regulated by Order no. 146/2011 issued by the Ministry of Transport and Infrastructure, published in the Official Gazette no. 188 of 17 March 2011. Order no. 146/2011 approved the Particular Conditions of F.I.D.I.C. Contracts (Contracts for Equipment and Design-Build and Contracts for Construction for Building and Engineering Works designed by the Employer) to be used for publicly funded investment projects of road infrastructure of national interest.

The General Condition of the Contract that apply for disputes are from Sub-Clause 20 [Claims, Dispute and Arbitration] to Sub-Clause 20.8 [The Expiration for operation of the Dispute Adjudication Board].

A contract is signed between two parties: The Employer and the Contractor, but in F.I.D.I.C. rules there is a third part the is call The Engineer that is appointed by the Employer and it is impartial and we can find its definition in Clause 1.1 [Definition], Sub-Clause 1.1.2.4 "Engineer".

In each contract there are both Employer's and Contractor's Risk Events, and in this paper we present how the contractor can recover its loss (time and money) provided by the Employer's Risk Events.

### **2. Contractor's Notice of Claim**

If the Contractor is entitled to an extension of time and/or money then, it will submit to the Engineer a Notice of Claim based by Employer's Risk Events, but not later than 28 days

from the moment that the Entrepreneur knew or have known the respective events or the circumstances of the Employer risk.

The Notice of Claim should contain at least the following elements:

- In subject: Sub-clause 20.1 [*Contractor's Claim*],
- The Event or Circumstances,
- The Date that the Contractor knew or have known the respective event,
- The Sub-Clause in the contract that are eligible to penalties for the Employer.

If the Notice of Claim is not submitted in 28 Days from the moment the he knew or have known about the event or the circumstance, then the Contractor will lose any rights to receive time and/ or money for that event and the Employer will be relieved of any responsibility.

After 42 days from the moment that the Entrepreneur knew or have known the respective events or the circumstances of the Employer risk, the Contractor will submit to the Engineer a detailed claim that contain the reason of the claim, the extension of time and/or additional associated costs.

There is not write what happen if the Contractor does not send the detailed claim, but the Employer could ask to the Dispute Adjudication Board to lose all the rights to that claim, so we recommend to the Contractor to send all the details stipulated in the Sub-Clause 20.1 [*Contractor's Claim*].

After 42 days from receiving the Notice of claim or the detailed claim, the Engineer shall respond by an approval or rejection, presenting detailed arguments.

With the special report made by the Engineer and submitted to the Employer, the Client have the possibility to made a response, presenting his arguments. In his response the Employer need to say what is legal and contractual to be approved.

With the response of the Client, the Engineer have the possibility to make a meeting with both Employer and the Contractor. The meeting will take place at the Employer office, or other place with the consent of all the Parties. The meeting will end with a Minute that will be signed by everyone.

After this meeting the Engineer will act in accordance with Sub-Clause 3.5 [*Determination*]: *"Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration]" (FIDIC, 1999).*

Both the Employer and the Contractor have the possibility to approve or not the Engineer Determination. Any response from one part it considers that the Determination is approved.

If the Employer or the Contractor not agree with the Determination, they have to make a Notice of Dissatisfaction about Engineer Determination.

The Notice of Dissatisfaction should contain at least the following elements:

- In subject: Notice of Dissatisfaction for the Engineer Determination under Sub-Clause 3.5 [*Determinations*],
- The arguments of the Employer/ Contractor that it considers they are not agreeing with Determination,
- The possibility that they will act accordingly with Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's Decision*]

There are two possibilities for the Contractor to go to the Dispute Adjudication Board:

1. The Engineer does not issue the Engineer Determination under Sub-Clause 3.5

[*Determinations*],

2. The Employer issued Notice of Dissatisfactions for the Determination.

### 3. Dispute Adjudication Agreement

The only possibility for the Contractor to recover his damages (time and money) results from Employer's Risk Events and getting back his indirect costs (quantum) that was supported by him is to get the Decision of dispute by an Adjudication Board.

The first step in getting the decision of dispute Adjudication Board is to sign a Dispute Adjudication Agreement (D.A.A.) between the Parties (the Employer and the Contractor) and the Dispute Adjudication Board (D.A.B.). In this contract the Parties agree that the D.A.B. will decide upon all the disputes referred to the Contractor / to the Employer that will arise out of the Contract and its appointment should not expire until the written discharge, referred to Sub-Clause 20.8 [*The Expiration for operation of the Dispute Adjudication Board*], has become effective.

According to Appendix to Tender, The Dispute Adjudication Board is consisting of one or three persons. If the DAB is made by three persons then each Part will nominate an adjudicator that will be approved by the other Part. The third one will be nominated by both adjudicators and the both Parties and this one will be the President of the D.A.B.

In the Dispute Adjudication Agreement, the Employer, Contractor and DAB will agree on the following:

- a) The special conditions – if will be provided, in case of discrepancy, shall prevail over the General Conditions of Dispute Adjudication,
- b) "General Conditions of Dispute Adjudication Agreement", from F.I.D.I.C. "Red Book" First Edition 1999
- c) "Procedural Rules",
- d) "Contact dates of the contact people regarding the D.A.B. procedure".

Within the special provisions, comprising amendments and completions to the General Conditions of Dispute Adjudication Agreement and to the Procedural Rules, words and expressions written in uppercase of the contract shall be interpreted with the similar terms of the General Conditions of the Dispute Adjudication Agreement.

Also the Dispute Adjudication Board, that is made by a sole member or three members, will possess the professional, technical and legal competence to decide in connection to any dispute that may intervene between the Parties from the execution or in connection with the works Contract.

The clause 6 of the General Conditions of the Dispute Adjudication Agreement is about the payment of the Board for the Dispute Agreement (sole member or three members), in this case I recommend the modification of this Clause like this:

- DAB shall be paid for each calendar day spent reading submissions and studying the documentation, communicate with the Parties, formulate and issue decisions for each dispute that the Employer or Contractor would advance in order to be solved by the DAB, as well as for the time spent making visits to the Site, in meetings or hearings held with the Parties involved within the disputes advanced to the D.A.B. Payment to the DAB shall be made by a daily fee of \_\_\_\_ Euro (V.A.T. included), which shall be multiplied with the number of days spent by the D.A.B. on each submission. This fee also includes expenses incurred by the D.A.B. while performing its duties, as well as secretarial services, the cost of telephone calls, courier charges and faxes. For travels in order to attend meeting with the Employer and the Contractor there is a daily fee of \_\_\_\_ Euro (V.A.T. included), including expenses for travel, accommodation and meals. The fee does not include any possible cost incurred with the engagement of financial/technical/legal expertise. Where such engagement becomes necessary,

the agreement of the Parties shall be sought and required before such engagement is made.

- Potential costs that may arise in connection with the engagement by the D.A.B. of any third party expertise or hiring venue facilities shall be reimbursed to the D.A.B. based upon supporting documents (e.g. invoices, contracts for services etc.). Payment to the D.A.B. shall be made in LEI at the B.N.R. rate of the date following the issuing of the invoice.

- As soon as the documents corresponding to the first dispute is submitted, the D.A.B., before committing to any activities related to the Dispute Adjudication Agreement, will submit to the Contractor, with copy to the Employer, an invoice for an advance of twenty-five percent (25%) of the estimated total amount of daily fees to which he/she will be entitled to for the adjudication of one dispute.

- Thereafter the Member shall submit to the Contractor, with a copy to the Employer, invoices for the balance of his daily fees, less the amounts advanced. Invoices shall be accompanied by a brief report on the activities carried out during the period involved. The D.A.B. shall not be obliged to render its decision until invoices for all daily fees of the Member for making a decision shall have been paid in full.

The Parties may refer to the D.A.B. for resolution and/or decision any and all disputes in connection with or arising from the Contract. To this end, the last paragraph of Sub-Clause 20.2 of the General Conditions of Contract shall be amended as follows:

“The services of the D.A.B. can only be terminated with the mutual agreement of the Parties, and never by the Employer or the Contractor alone. Unless the Parties agree otherwise, the D.A.B. appointment shall expire when the Discharge, which is referred to in Sub-Clause 14.12 [Discharge] of the General Conditions of Contract becomes effective under the Contract.”

Also in the contract must be specified: the law that will govern the Dispute Adjudication Board, the language for the D.A.B., the place of dispute adjudication and the communication between the Parties.

The Dispute Adjudication Agreement will be signed in three copies, one for each Party of the Agreement.

#### **4. Proposed procedural calendar for Contractor referral**

The Contractor submit a statement of case to the Dispute Adjudication Board for one of the two reasons that I mentioned before: not-issued the Engineer Determination or the Employer issued Notice of Dissatisfaction for the Engineer Determination.

The source of disputes that the Contractor goes to the D.A.B. could be:

- Delay in giving the construction permit,
- Modification of the environmental agreement,
- Delay of the payments,
- Denial of extension of time by the Employer,
- The Employer not give the possession of site in time,
- Discrepancies in the Technical Design of the Client,
- Termination of the Contract by the Employer,
- The lack of the price adjustment in the contract,
- Changes in legislation during the implementation of the contract,
- Geotechnical study different form the site reality,
- Rejection of works by Engineer or Employer.
- Lack of instructions and clarifications regarding the Technical Design

The Dispute Adjudication Board after receiving the Statement of Case of the Contractor will make a procedural calendar, that will present, at least the following.

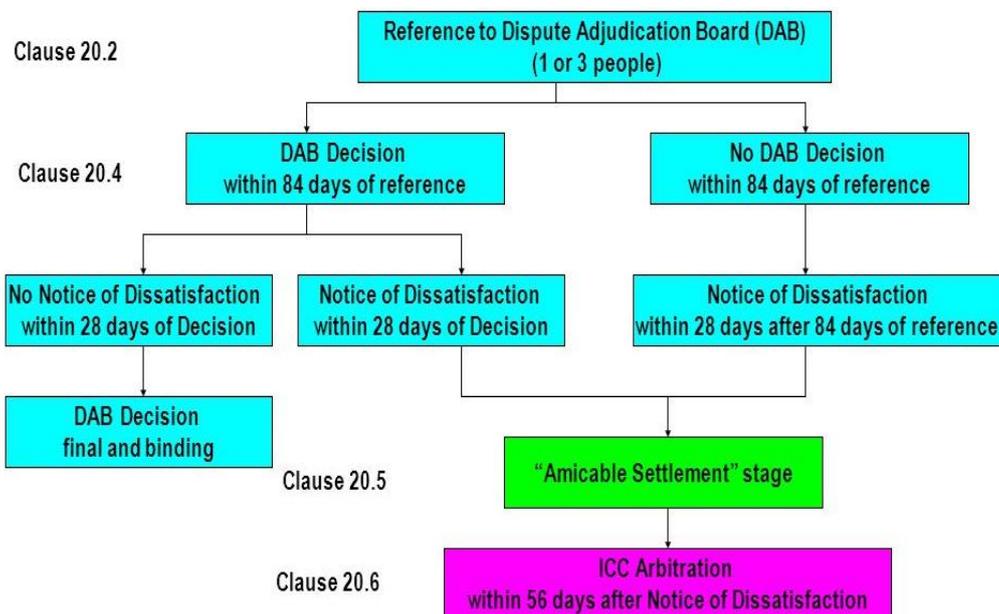
**Table 1. D.A.B. proposal of Procedural calendar for Contractor referral**

Event	Description	Time	Date
1	Submission of Statement of Case (S.o.C.)	0	11-Aug-20
2	Receipt by Employer	0	11-Aug-20
3	D.A.B. Receipt of advance on Costs	0	17-Aug-20
4	Submission of Statement of Defense (S.o.D.)	34	14-Sep-20
5	Contractor Reply to S.o.D. (R.S.o.D.)	23	7-Oct-20
6	Employer Response to Reply to S.o.D. (R.R.S.o.D.)	21	26-Oct-20
7	Close of Submissions (D.A.B. questions)	7	4-Nov-20
8	Oral Port of Hearing	6	10-Nov-20
9	Post Oral presentation submissions on notice	14	24-Nov-20
10	Decision on question of Notice	19	13-Dec-20
11	Delivery of translated decision to Parties if case	9	22-Dec-20
12	Parties to consult on merit issues of time and money	28	19-Jan-21
13	Decision on question of Merit (if required)	21	9-Feb-21
<b>TOTAL</b>		<b>182</b>	

Source: F.I.D.I.C., 1999

Also, the Parties have to be agree with the proposal calendar, and if they want to change it, they need to come with strong arguments.

The contractor need to respect the next procedure for his Claims:



**Fig. 1. F.I.D.I.C. Procedures for Entrepreneur Claims**

Source: F.I.D.I.C., 1999

## 5. Contractor's referral pursuant to Sub-clause 20.4 [Getting the Decision of Dispute Adjudication Board] from the Contract

Following the signing of the Dispute Adjudication Agreement (D.A.A.) between the Parties and the Dispute Adjudication Board (D.A.B.), the Parties agreed that the DAB should decide upon all the disputes that the Contractor referred to it under or arising out of the Contract

and its appointment should not expire until the written discharge, referred to within Sub-Clause 14.12 [Discharge], has become effective.

The Contractor's statement of case that will be presented to the Dispute Adjudication Board need to have at least the next table of contents:

- I. Executive Summary,
- II. Introduction,
- III. Dispute one – Contractor's entitlement to Extension of Time in respect of the period that risk of the Employer happened,
  - (1) Background to the Dispute,
  - (2) Events that cause a delay to completion (critical events),
    - (a) Event 1,
    - (b) Event 2,
    - (c) Event 3,
  - (2) Delay Analysis,
    - (a) Window 1,
    - (b) Window 2,
    - (c) Window 3,
- IV. Dispute two – Contractor's Entitlement to the payment of additional costs – presentation of the quantum,
  - (1) Introduction,
  - (2) Legal merits,
  - (3) The costs related to the extension of time,
    - (a) Part 1 – Prolongation Costs/ Unrecovered Site Overheads ascertained during the period when the delay occurred,
    - (b) Part 2 – Cost for General Items,
    - (c) Part 3 – Unrecovered Head Office Overheads,
    - (d) Part 4 – Extended costs of insurances and guarantees,
    - (e) Part 5 – Any cost of the Bank loan when financing the Unrecovered Site Overheads/ Prolongation Costs,
    - (f) Part 6 - Claims received by the Contractor from Service Providers – if any,
    - (g) Part 7 – Profit in quantum of 5% applied to Part 1,3,4, 6 and 6,
- V. Conclusions,
- VI. Reservation of Rights,
- VII. Annexes.

In Section 1 - Executive summary, the contractor should say why he sent to Dispute Adjudication Board his Statement of Case, also here it will be said the days that he asked for Extension of the Time and the compensation that the contractor is entitled to receive it.

In Section 2 - Introduction will be presented: The Parties, contract details signed by the Parties and all the addendum that appear from the signing of the contract till the present, also it is presented the project and procedural history.

In accordance with the Contract Agreement presented in Red FIDIC book 1999 edition, the following documents deemed to form and be read and construed as part of the Contract (together forming "**the Contract Documents**") are prioritized as follows:

- i. The Contract Agreement;
- ii. J.V. Agreement;
- iii. Tender Submission Form and – Appendix to Tender Submission Form;
- iv. Particular Conditions of Contract;
- v. General Conditions of Contract;
- vi. Tender Book / Technical Specifications;

- vii. Design documentation (drawings, drawn parts);
- viii. Bill of Quantities, Breakdown of Prices and Description of Prices;
- ix. Technical Proposal;
- x. Contractor's key personnel;
- xi. Contracts concluded by Contractor with Subcontractors;
- xii. Performance Security;
- xiii. Advance Payment Guarantee; and
- xiv. Forms and other relevant documents.

In section III - Contractor's entitlement to Extension of Time in respect of the period that risk of the Employer happened, should be present the background to the dispute where is presented the main Employer's Risk Events relate where the Contractor's is entitlement to an extension of time. Also all the events will be detailed in this sections, but only the critical events that have significant impact upon the as-built critical path will be take in consideration. If the critical events caused the delay of the Completion Date, then the Contractor is entitled to an Extension of time.

As a general view of the legal merits which entitle the Contractor to be granted an Extension of Time for Completion and additional costs in relation to the events that were presented above, are represented through the provisions of the following articles of the Romanian Civil Code:

**Article 1170 (Good Faith) of the Romanian Civil Code:**

*"The Parties must act in good faith during the negotiation and closing of the contract and throughout its execution. They cannot remove or restrict this duty."*

**Article 1270 (Binding force) of the Romanian Civil Code:**

*"(1) The validly concluded contract has the power of the law between the contracting parties.*

*(2) The contract may be amended or ceased only by agreement of the parties or by causes authorized by law."*

**Article 1350 (Contractual liability) of the Romanian Civil Code:**

*"(1) Every person shall fulfil the obligations it contracted.*

*(2) Where, without justification, it fails to fulfil this duty, it is liable for the prejudice caused to the other party and it is required to repair this prejudice, according to the law.*

*(3) Unless otherwise provided by law, neither party may waive the application of the rules of contractual liability to opt for other rules that would be more favorable".*

**Article 1530 (The Right to Compensation) of the Romanian Civil Code:**

*"The creditor is entitled to compensation for the prejudice that was caused by the debtor and which is the direct and necessary consequence of the unjustified or faulty non-performance of the obligation as the case may be."*

**Article 1531 (Full Reparation) of the Romanian Civil Code:**

*"(1) The creditor is entitled to full reparation of the prejudice suffered due to non-performance.*

*(2) The prejudice comprises the actual loss suffered by the creditor and the benefit of which it is deprived. In determining the extent of the prejudice, account will also be tak-en of the expenses incurred by the creditor, to a reasonable amount, in the attempt to avoid or limit the prejudice [...]"*

**Article 1535 of the Civil Code of Romania:**

*1) If a sum of money is not paid when it falls due, the creditor is entitled to moratory damages, calculated from the moment when the payment is due to the time of actual payment, in the quantum agreed by parties or, in absence of such agreement, in that quantum provided*

by law, without the need to prove any prejudice. In this case the debtor is not entitled to prove that the prejudice incurred by the creditor due to the delay payment would be lesser. [Emphasis added].

(2) If, before the due date, the debtor owed interest which was higher than the legal interest, the moratory damages would be due at the level which was applicable before the due date.

(3) If the moratory damages that are owed are not higher than the legal interest, then, in addition to the legal interest, the creditor is entitled to obtain damages for the full reparation of the prejudice suffered.”

**Article 1536 of the Civil Code of Romania:**

“In the case of obligations other than those which comprise the payment of an amount of money, the delayed performance always gives the right to damages equal to the legal interest, calculated from the date the debtor would be in delay with regards to the monetary equivalent of the obligation, except in the case where a penalty clause was stipulated or the creditor can prove that a higher prejudice had been caused by the delayed fulfilment of the obligation.”

**Article 1875 (Accessory Obligations of the Employer) of the Romanian Civil Code:**

“(1) The employer is obliged to allow the contractor, insofar as it is necessary for the execution of the works, to use the access ways, its own water supply facilities and other utilities that the building benefits from.

(2) The employer is obliged to obtain all the authorizations required by law for the execution of works. In order to fulfil this obligation, the contractor must cooperate with the employer by providing him with the necessary information that it possesses or should possess in view of its specialization.”

**Art. 1877 of the Civil Code:**

“Should the contractor, during the performance of the contract, find mistakes or shortcomings on the designing works based on which the undertaking contract was concluded, it is bound to immediately notify the employer and designer about its findings, along with the remediation proposals, to the extent that the same fall within the area of its professional education. The contractor should ask the employer to take the required actions. ”

Also in many cases the Contractor receive commencement order for the project without a Construction Permit. The Employer is responsible for the Construction Permit under the Contract and at Law. Thus, Sub-Clause 4.26 of the Contract states that “the construction permit (...) must be provided by the Employer.”

Thus, Art. 7 (15) of Law no. 50/1991 regarding the authorization of construction works provides:

“In case where, during the execution of construction works and only during the validity period of the construction permit, modifications occur in respect of the authorized construction works, which require the modification of such works, the holder shall apply for the issuance of a new construction permit, in compliance with the present law.”

The Methodological Norms for the application of Law no. 50/1991 regarding the authorization of construction works provide under Art. 54 (6):

“According to provisions of art. 7 para. (15), (151) and (153) of the present law any modification brought to the technical documentation for the authorization of construction works before the commencement or during the execution of works shall be subject to a new authorization procedure if the modifications are consistent with the limits of approvals, agreements and administrative document of the competent authority for environment protection. (...)”

Furthermore, Sub-Clause 1.13 [Compliance with Laws] of the F.I.D.I.C. Red book Contract clearly provides:

*“(...) (a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; (...)”*

d. The causality regarding the causal relationship between the Employer’s events generating delays, their effect and compensation, thereby ensuring that the causal sequence and occurrence of any secondary events were carefully analyzed and established.

For Section 4 – Contractor’s Entitlement to the payment of additional costs – presentation of the quantum, presents the quantum requested by the Contractor in respect of the Extension of Time.

The Romanian doctrine and case law have identified three elements which should be considered and which should exist cumulatively in order to prove the compensation due for any breaches/violations of the provisions of the Contract:

(a) existence of an illegal act consisting of a failure or improper fulfillment of the obligations undertaken;

(b) the existence of damage; and

(c) causative relation between the act and damage, or “causation”.

The existence of condition (b) is established by the principles of the Romanian Civil Code concerning the compensatory damages, as provided by the following legal provisions: articles 1270, 1350, 1530, 1531, 1535 and 1536 of the Romanian Civil Code.

The aim of the Extension of Time (E.O.T.) is to include a demonstration of the cause and effect, or the causal link with the other disciplines contributing to the entire E.O.T. claim structure, given the fact that the financial evaluation should be equally considered a legal and a contractual matter, not only an evaluation tool in its technicality.

The Contractor need to demonstrate that a real damage, loss and/or additional expense has been directly caused by several matters recognized by the terms of the Contract and under the law, to justify its entitlement to reimbursement.

The principles of recovery where one party to a contract has defaulted are well established under the Contract, as well as under the Romanian law. Essentially, the aggrieved party is entitled, by an award of money, to be put back in the position in which it would have been had the contract been performed as originally envisaged. General-ly, this permits recovery of both the damages and/or losses incurred by the Claimant, and the gains prevented because of the breach.

The Contractor clarifies that, in evaluation of the E.O.T. quantum, the terms (i) loss and/or (ii) damage concern the situations where: (i) a Party which assumed certain risks under the contract causes a loss to the other Party, through its actions / inactions; and/or, (ii) a term of the contract has been breached, thus causing a damage.

Here I present an example a table of quantum requested by the Contractor, that shows a summary of the costs claimed by the extension of the Time for Completion.

*Table 2. Table Quantum*

Section	Description	Amount claimed (lei)
1	Prolongation Costs/ Unrecovered Site Overheads ascertained during the period when the delay occurred	4.500.000

2	Cost for General Items	3.000.000
3	Unrecovered Head Office Overheads	4.000.000
4	Extended costs of insurances and guarantees	1.000.000
5	Any cost of the Bank loan when financing the Unrecovered Site Overheads/ Prolongation Costs	250.000
6	Claims received by the Contractor from Service Providers	1.500.000
7	Profit in quantum of 5% applied to Part 1,3,4, 6 and 7	550.000
<b>TOTAL</b>		<b>14.800.000</b>

The Contractor's quantum calculations presented in D.A.B. Statement of Case are summarized at 14.800.000 Lei and correspond to added number of compensable days of Extension of Time requested in the statement.

The Contractor's quantum evaluations are compliant with the cost engineering industry standards, they are made to evaluate damages at the time when the Employer's Risk Events manifested and affected the Critical Path of the Works, that led to a significant increase of the Original Time for Completion and to an increase of the site & home office overheads.

### Conclusions

Always the law is above the contract, but if the Contractor wants to recover his damage produced by Employer's Risk Events, need to proceed accordingly with General Condition of the Contract for F.I.D.I.C. "Red Book" First Edition 1999, from Sub-Clause 20.1 [Contractor's Claim] to Sub-Clause 20.8 [The Expiration for operation of the Dispute Adjudication Board].

First step is to ask the Engineer to issue his Determination accordingly with Sub-Clause 3.5 [Determination], and if the Engineer fall in giving this determination, to act in accordance with Sub-Clause 20.4 [Getting the Decision of Dispute Adjudication Board].

Also if the Engineer issue his Determination but the Employer issue a Notice of Dissatisfaction, the Contractor need to activate the Sub-Clause 20.4 [Getting the Decision of Dispute Adjudication Board].

The D.A.B have to issue his decision in 84 days from the moment that the contractor submit- ted the Statement of Case to the Dispute Arbitration Board and a copy to the Employer, but the time can be extended if the Parties agree with this.

My point of view is that is a must that Dispute Arbitration Board to exist, because the Board can help also the Contractor or the Employer in solving contractual problems (disputes) arising during project implementation.

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