



David G. Lane ,Esq.



### Profession

Attorney

### Work History

Self-employed, 2005 – Present; Partner, Venable LLP, 1987 – 2004; Partner/Associate/Clerk, Lewis Mitchell & Moore, 1973 – 1987; Student Trainee Engineer (part-time), NASA/MSFC, 1967 – 1971.

### Experience

Engaged full-time as an arbitrator in a wide range of construction disputes. Over the past 45 years, has developed substantial expertise in the negotiation and arbitration/litigation of disputes arising out of large and complex infrastructure, industrial, and commercial construction projects. In the past, has represented owners, general contractors, and subcontractors in disputes on a variety of large industrial grass-roots, expansion and renovation projects. Experience has routinely involved handling claims for additional compensation and time extensions due to changes in scope of work, delays, disruptions, and their resulting impact to the construction process. Several of the disputes involved claims asserting Type I and Type II Differing Site Conditions under public contracts. Tried cases before various state and federal courts, state and federal boards of contract appeals, and arbitration panels. Skilled in the development and presentation of critical path method scheduling analyses, subsurface condition evaluations, and the pricing aspects of construction claims.

Construction claims litigation and ADR practices have involved primarily large multi-million-dollar disputes on least 12 (oil, coal, gas and nuclear power-generation facilities, six chemical and paper processing plants and four large underground transit projects. Other disputes have concerned claims on casino, wharf, hotel, school and Department of State (OBO) overseas construction programs.

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*Neutral ID: 152829*

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete reflection of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

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<b>Alternative Dispute Resolution Experience</b>	Frequently chosen to serve as an arbitrator on large, complex construction claim disputes. Served as an arbitrator on multi-week hearing on a dispute involving complex technical design and construction issues related to a new super-critical coal-fired power facility. Was a party-appointed arbitrator on a dispute between the owner/developer of a mixed-fuel power generating facility and the designer of that facility. Currently designated as dispute arbitrator under a design contract for a huge New York City underground transit project. Recent service as a party-appointed arbitrator on disputes involving a coal-fired power-generating facility in the Midwest and wind-energy transmission line design and erection in West Texas. Within the past two years have served on Panels and issued awards in eight cases involving industrial and medium to large commercial projects located in the Gulf states and the mid-Atlantic region. Currently serve as a member of Dispute Review Boards for a nuclear power project and a bridge-tunneling contract.	
<b>Education</b>	Georgetown University (JD-1974); Purdue University (BS, Aeronautical Engineering-1971).	
<b>Professional Licenses</b>	Admitted to the Bar: Virginia (1974 - Inactive), District of Columbia (1981 - Inactive), Maryland (1991 - Inactive), Texas (2000); U.S. District Court: District of Columbia, District of Maryland, Eastern District of Virginia; U.S. Court of Appeals: Third, Fourth, Ninth, and District of Columbia Circuits; U.S. Supreme Court.	
<b>Professional Associations</b>	American Bar Association (former Public Contract Section Council Member and Construction Division Chair); State Bar of Texas; Virginia State Bar ; American College of Construction Lawyers (former President); Tau Beta Pi; Phi Eta Sigma.	
<b>Recent Publications &amp; Speaking Engagements</b>	Has written miscellaneous articles for CONSTRUCTION SPECIFIER magazine. Was a frequent lecturer at national and state bar association and construction industry meetings.	
<b>Citizenship</b>	United States of America	
<b>Languages</b>	English	
<b>Compensation:</b>	Hearing:	\$500.00 per hour
	Study:	\$500.00 per hour
	Cancellation:	\$250.00 per hour
	Cancellation Period:	45 days
	Comment:	Cancellation Fee: In the event a hearing scheduled for 5 days or more is cancelled (for whatever reason) within 45 calendar days of the scheduled hearing start date an

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amount equal to 50% of the fees (assuming 7.5 hours/day) which would have been payable had the hearing proceeded as scheduled. Travel time is not charged if travel distance is less than 75 miles. Air travel in first/business class if available.

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