



Leonard M. Kessler ,Esq.
Manhasset, New York



Primary Areas of Expertise

Construction
Energy
International
Technology
Consumer
Commercial

Professional Summary

Full-time arbitrator and mediator, who is an attorney with a bachelor's degree in electrical engineering. Recipient of the AAA/ICDR 2025 Innovation and Technology Award. Arbitrator and mediator since 2002. Neutral arbitrator in over 150 regular and complex disputes, including disputes regarding, engineering, construction, energy, technology, environmental, business/commercial, and consumer matters. Broad international experience. Member of the AAA Construction Mega Project Panel and Large, Complex Construction Arbitration Panel. Member of the ICDR Construction Arbitration and Mediation Panels. Member of the Commercial, Energy, Technology and Consumer Panels.

Current Employer-Title

Len Kessler ADR Services

Profession

Attorney, Arbitrator and Mediator

Work History

Len Kessler ADR Services, 2013 - 2014, 2015 - Present; Vice President/Lead Counsel, Global Construction, Gilbane Building Company, 2014 - 2015; Senior Vice President/Associate General Counsel, URS Corporation (Infrastructure & Environment Division), 2005 - 2013; Of Counsel, Agovino & Asselta, LLP, 2002 - 2005; President, Deer Trail Associates, Inc., 1999 - 2001; Vice President and General Counsel, AMEC Construction Management, Inc. (formerly known as Morse Dies International, Inc.), 1994 - 1999; Associate General Counsel at Ebasco Services Incorporated; Litigation and Health Care Associate, Kelley Dry & Warren; Litigation Associate, Cravath, Swaine & Moore.

Construction Industry Experience

As corporate counsel, supported a wide range of complex construction and infrastructure projects across multiple sectors. Construction projects have ranged in value from \$5 million to almost \$1 billion. These have

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included:

Horizontal infrastructure, such as roads and highways, bridges, tunnels, airports and railroads;

Vertical construction, including office buildings, courthouses, hotels, casinos, museums, hospitals, residential towers, stadiums and sports arenas, prisons, laboratories and research facilities, schools, and shopping centers;

Power generation facilities, spanning coal, gas, nuclear and hydroelectric and dams;

Industrial process plants, serving diverse manufacturing and production needs;

Public sector projects, including U.S. government, state and municipal construction contracts and procurement processes;

Marine and shipyard facilities, including coastal infrastructure;

Technology projects at the U.S Department of Energy National Laboratories, such as Brookhaven National Laboratory, Princeton Plasma Physics Laboratory, Oak Ridge National Laboratory, Sandia National Laboratories and Savannah River National Laboratory. Technology projects also include provision of services at U. S. military aircraft facilities and missile bases; and,

Environmental remediation projects, such as hazardous waste cleanup, deconstruction, demolition and decontamination and performance-based remediation.

Disputes have involved general contractors, construction managers, trade contractors, suppliers, developers, architects, engineers, and sureties. Trades involved include HVAC, plumbing, structural steel, electrical, foundation, geotechnical engineering, excavation, roofing, carpentry, welding and safety.

Disputes have dealt with claims involving: breach of contract, default, nonpayment, changes and extra work, differing site conditions, construction defects, delays and liquidated damages, mechanic's liens, standard of care, defective plans and specifications, warranty and professional liability, bid protests, payment and performance bond claim insurance coverage, failure to meet process output performance specifications and guarantees, failure to use building information modeling (BIM) and similar virtual design and construction (VDC) technology, defective materials, structural design, geotechnical engineering, performance-based remediation, joint ventures and teaming agreements, employment issues, personal injury arising from construction

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defects, negligence and other torts, and general commercial issues.

Throughout career, drafted and negotiated all types of construction project delivery agreements including agreements for general contractors, construction management, design-build, public private partnerships, subcontracts, engineering and design, technology, and teaming agreements, general services agreements, master services agreements, technology transfer agreements, joint ventures and shareholder agreements.

Experience as a construction arbitrator and mediator spans a wide range of disputes involving many of the project types and issues noted above.

Experience

Former chief legal officer for the 21,000 employee Infrastructure & Environment Division of URS Corporation (now part of AECOM), which had \$4 billion in annual revenue and provided engineering, construction design-build and environmental services in approximately 250 offices in more than 50 countries. Member of the division's executive management team, participating on all top-level management committees and risk management committees. Managed a legal department of 30 attorneys, five contract managers and five paralegals. Supervised the management and direction of all outside counsel representing URS in litigation, arbitrations, claims, disputes and other matters, both domestic and international. Responsible for the review and negotiation of all the company's commercial contracts and disputes arising from such contracts. Also, involved with review and negotiation of all contracts for the company's procurement needs and any related disputes. Similar responsibilities for other general counsel and corporate counsel position held at the other engineering and construction companies.

Alternative Dispute Resolution Experience

Representative disputes include:

Dispute between a design-builder and its subcontractor-designer arising from the construction of an interchange connecting two highways and related facilities in a congested area. The dispute involved allegations of negligent design drawings resulting in inaccurate cost estimating by the design-builder, construction scope growth, quantity increases, schedule impacts and cost increases.

Dispute between an owner and contractor regarding the design, engineering, and procurement of a processing facility that extracted helium from natural gas. The dispute involved claims for changes, negligence, gross negligence, faulty design specifications and failure to meet performance guarantees, liquidated damages and failure to meet the facility's designed feed gas requirements.

Dispute between design-builder and its mechanical subcontractor arising from the renovation of a department store into a pharmaceutical building including laboratories, testing and research facilities. The dispute

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involved claims for defective and incomplete work, change order requests based upon entitlement, price and overtime, claims for acceleration, disruption and loss of productivity, claims for additional and extended supervision, claims for additional tools and equipment and claims for additional overhead and profit.

Dispute between a design-builder and its mechanical subcontractor regarding the installation of an exhaust steam duct and air-cooled condenser system for a combined cycle power plant. The dispute involved liquidated damages for delay, claims of defective and incomplete work, claims for additional compensation due to restricted site access and improper sequencing of delivery of components.

Dispute between a construction manager and an owner arising from a guaranteed maximum price contract for the construction of a 12-story apartment building. The construction manager sought damages for constructive termination for convenience, owner's interference and recovery of unpaid invoices. Owner claimed defective work, overcharges, unexcused delays and liquidated damages.

Dispute between car rental companies and the lessor of a major international airport car rental facility regarding the allocation of facilities and space to each car rental company for their operations.

Dispute between a construction manager and an electrical subcontractor regarding the subcontractor's claims for inefficiency, wage escalation and extended field supervision at a 24 story mixed use building designed for residential, hotel and commercial use.

Dispute between the shareholders of a corporation regarding the corporation's dissolution and the sale and distribution of the corporation assets and the payment of the corporation's liabilities.

Dispute between an owner and a vendor where the owner sought damages because the equipment allegedly did not meet the anticipated cost savings including energy cost savings and tax and other credits.

Disputes relating to issues involving the Fair Debt Collection Practices Act, Telephone Consumer Protection Act, Electronic Funds Transfer Act, Regulation E, on-line vacation rental platforms, identity theft, product defects, and warranties.

Technology Proficiency

Recipient of the American Arbitration Association/ICDR 2025 Innovation and Technology Award.

Willing to conduct arbitration hearings and mediations using on-line platforms such as Zoom Workplace and Microsoft Teams. In addition, willing to conduct hybrid arbitration hearings and mediations. Experience with issues and disputes arising from electronically stored

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information (“ESI”), including issuing protective orders regarding ESI. Willing to receive all submissions and evidence in electronic format. Paper submissions are neither required or desired. With a bachelor's degree in electrical engineering, very comfortable dealing with disputes involving technology. Have been involved with contracts and disputes (including as an arbitrator) involving technology. Very proficient with computer technology. Successfully completed Clearbrief Academy, Ma 2025.

Education

Rutgers University (J.D., Rutgers Law Review; Rutgers Journal of Computers and the Law-Managing Editor - 1973); City College of New York (B.E.E., Eta Kappa Nu Honor Society for electrical and computer engineers - 1970).

Professional Licenses

Admitted to the Bar: New York, 1974; U.S. District Court: Southern District of New York, Eastern District of New York.

Professional Associations

American Bar Association (Construction Industry Forum, Dispute Resolution Section); New York State Bar Association (Dispute Resolution Section); Nassau County Bar Association (ADR Committee and Construction Law Committee); New York City Bar Association (Construction Law Committee). Member of the Nassau County Bar Association Alternative Dispute Resolution Advisory Council, which supervises the bar association's ADR program.

Recent Publications & Speaking Engagements

Has published and lectured on various construction and ADR topics. List of publications and speaking engagements is available on my website.

Citizenship

United States of America

Languages

English

Compensation:

Hearing: \$630.00 per hour

Study: \$630.00 per hour

Cancellation: \$2,500.00 per day

Cancellation Period: 30 days

Comment: Available to serve on cases in the Greater New York City Metropolitan Area and to travel and serve on cases outside this locale. Willing to travel anywhere in the United States and internationally. Travel Rate applies to all travel requiring overnight stays or for travel to locations that are in excess of normal commuting times. A minimum of eight hours is charged for a hearing day. Cancellation

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fee only applies when four or more
hearing days are scheduled.

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