



Richard F. Greenleaf ,Esq.  
Niwot,Colorado



## Primary Areas of Expertise

Mega Construction

### Current Employer-Title

Construction Dispute Resolution, LLC – Managing Member

### Profession

Arbitrator

### Work History

Managing Member, Construction Dispute Resolution, LLC, 2019 – Present; Former Founding Partner, Berg Hill Greenleaf Ruscitti LLP, 2001 – 2019; Partner, Wells Love and Scoby LLC, 2000 – 2001; Partner Coats Rose P.C., 1987 – 2000; Associate, Green Downey Patterson & Schultz P.C., 1982 – 1986.

### Experience

Engaged for over 36 years in the practice of construction law representing owners, contractors, developers, sureties, subcontractors, and design professionals. Now devotes practice entirely to the arbitration of complex construction disputes. Has been on the AAA panel since 1989 and has gone to final hearing as an arbitrator in over 200 construction cases. Previously served as a project neutral/early neutral evaluator, DRB and mediator on large scale construction projects throughout the U.S. Takes pride in management and organization of complex arbitration proceedings and typically serves as Chair. Honored to be a member of the AAA's Mega-Project Construction Panel comprised of the top construction arbitrators in the U.S. as rated by counsel on construction mega projects based on their credentials and experience. Has been involved in construction projects in more than 40 states and internationally. Has handled claim amounts in excess of \$750 million and projects with value exceeding \$6 billion. Celebrating 35th year on the AAA's Construction Panel and has significant experience in all aspects of construction claim and often hears disputes involving:

- Scheduling claims including delay, disruption, acceleration,

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productivity, sequencing and inefficiency as well as in-depth experience in critical path scheduling and damages analysis;

- Renewable energy projects;
- Large scale EPC projects;
- Construction defect cases and multi-party claims (has arbitrated cases involving more than 60 parties);
- Design build projects;
- Building information modeling (BIM) and virtual design and construction (VDC);
- Contract document interpretation;
- Termination and wrongful termination;
- Soils, expansive soils and shifting soils, underground obstructions, differing site conditions;
- Concrete and paving issues including ACI compliance;
- Claims involving design, engineering, errors and omissions;
- Metal and lightweight building design and construction;
- Thermal and moisture intrusion/protection, and building envelope issues, including paint/coatings;
- Structural steel cases including AISC compliance;
- Termination cases and damage analysis;
- Glass, glazing window wall issues and disputes;
- Mechanical, plumbing and HVAC issues and disputes;
- Electrical issues and disputes;
- Building exterior, roofing and waterproofing issues; and
- Building code and plans, and specifications compliance.

Has represented all parties in the construction process and participated in large complex case panels as arbitrator before the AAA, ICDR, and other arbitral institutions involving: office and commercial buildings, apartments & multifamily buildings, retirement facilities, industrial projects, natural gas, solar, wind and hydro power projects, water and sewer treatment plants, waste water treatment plants, hospitals, municipal projects, prisons, hotels, civil and heavy highway, dams, rail projects, roads and bridges, sports stadiums, airports, restaurants, steel buildings, breweries and distilleries, museums and luxury high, mid and low-rise residential structures, as well as high-end residential construction projects. Has been a member of the AAA's National Energy Panel for many years and other arbitral institution's Energy, Oil & Gas Panel involving gas and coal fired power plants, gas processing plants, fertilizer plants (Urea, Ammonia Nitric Acid), wind generation projects, solar projects and plants, hydro-electric, oil field infrastructure matters, salt water storage and disposal, energy infrastructure, pipeline, petrochemical refinery projects, chemical plants, iron plants, power and treatment plant electric generation, cogeneration plants, oil refining, and gas and salt water storage, transport, pipeline and storage facilities.

## **Alternative Dispute Resolution Experience**

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Has worked in all areas of dispute resolution, including mediation, arbitration, med-arb hybrids, and dispute review boards. Has been an American Arbitration Association Construction Panelist since 1989,

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arbitrating and serving as chair on numerous construction disputes on both national and international forums. International arbitrator experience includes cases for the International Centre for Dispute Resolution (ICDI) and other arbitral institutions. Also a member of the American Arbitration Association's National Panel of Mediators as well as a member of their Master Panel. Has served as an AAA Faculty program facilitator and presenter for many years. Frequently serves as a "Rule 7" arbitrator regarding issues of consolidation and joinder and serves as a Special Master on disputes involving Electronically Stored Information (ESI).

## **Education**

South Texas College of Law (JD-1982); University of South Florida (BA-1976).

## **Professional Licenses**

Admitted to the Bar: Colorado (1999), Texas (1982), maintains Emeritus Status in Wyoming.

## **Professional Associations**

Fellow of the Chartered Institute of Arbitrators (CI Arb); Fellow of American College of Construction Lawyers; Member of the AAA Construction Mega Project Panel of Arbitrators; Fellow of College of Commercial Arbitrators (Co-Chair of the Construction Arbitration Committee); American College of e-Neutrals; Colorado Bar Association (Construction Law Section); Houston Bar Association (Construction Law Section, Past Chair); State Bar of Texas (Construction Law Section, Past Council Member; Construction Law Newsletter, Past Editor); American Bar Association (Construction Industry Forum Committee; Public Contracts Law Section; Tort and Insurance Practice Section; Advisory Panel); former American Subcontractors Association of Colorado (Attorneys Counsel).

## **Recent Publications & Speaking Engagements**

**PUBLICATIONS:** Served as a liaison to the American Institute of Architects in the development of the A201 General Conditions and is a contributing author to the ABA Deskbook on the 2017 version of the A201 General Conditions; "Contracting, Drafting and Understanding the Differences Between Litigation, Arbitration, and Mediation," January 2010; "Preserving Rights and Minimizing Risk, Part III: Project Management and Prudent Lien Waivers," USGLASS MAGAZINE, July 2006; co-author, "Claims: Preserving Rights and Minimizing Risk, Part II: Claims Mitigation and Killer Contract Clauses," USGLASS MAGAZINE, June 2006; Co-author, "Claims: Preserving Rights and Minimizing Risk, Part I: Developing A Contracting Policy," USGLASS MAGAZINE, April 2006; "Preserving Construction Defect Claims," BOULDER COUNTY BUSINESS REPORT, July 2005; "Legislative Changes Affecting Construction," Construction Law Newsletter, Texas State Bar, Fall 1995.

**SPEAKING ENGAGEMENTS:** April 2019, Speaker "Don't Forget The Damages" American Arbitration Association 2019 Construction Conference; March 2019, Co-Speaker "Consolidation of Arbitrations & Joining Additional Parties: The Arbitrator's Authority" American Arbitration Association; May 2016, "Alternative Dispute Resolution" at

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the University of Colorado School of Law Annual Construction Law Conference; April 2012, Facilitator for AAA Ace course “Maximizing Efficiency and Economy in Arbitration”; Judge, 2011 ABA National Mediation Competition; "What's In and Not In a Contract," May 2010, American Subcontractor Association; Co-presenter at the Glass Association of North America Annual Conference "Claims Preservation and Mitigation," February 2006; Faculty, "Dealing with Delay Tactics," Denver, April 2005, August 2006 and February 2010; faculty, "AAA Annual Arbitrator Update," Denver, December 2002; presenter, "Ethics ADR," Denver, September 2002; presenter, "Prehearing Techniques for Expediting Arbitration Hearings," Salzburg, Austria, June 2002; present "Drafting Arbitration Clauses," Denver, May 2002; presenter, "What Do You Do When...?," Colorado Construction Law, Denver, January 2001; presenter, Texas State Bar Arbitration Law Course, 1998; presenter, "What Do You Do When...?," Texas Construction Law Seminar, Houston March 1996; presenter, "Litigation and Enforcement" and "Defenses to Liens and Bond Claims," Construction Liens and Bond Claims in Texas seminar, Houston, February 1996.

Speaks nationally on numerous multi-party arbitration hearings by videoconference and mentors parties and fellow arbitrators on this subject.

**Citizenship**

United States of America

**Languages**

English

**Compensation:**

Hearing: \$7,000.00 per day

Study: \$650.00 per hour

Cancellation: \$5,000.00 per day

Cancellation Period: 60 days

Comment: A cancellation fee will be charged for all hearing days when any scheduled hearing is cancelled or continued (postponed) and notice of cancellation or postponement is received by the Arbitrator 60 days or less from the first scheduled hearing day. Travel expenses charged to parties as incurred.

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