



Richard P. Flake ,Esq.  
Houston,Texas



**Current Employer-Title**

Richard P. Flake, PLLC – Owner

**Profession**

Attorney, Arbitrator, Mediator, Adjunct Professor

**Work History**

Richard P. Flake PLLC, 2017 – Present; Shareholder, Cokinos & Young 1991 – 2016; Vice President/General Counsel, Spaw-Glass Construction Inc., 1985 – 1991; Assistant County Attorney, Montgomery County, 198 – 1985; Attorney, Walsh Flake & Stovall, 1982 – 1984.

**Construction Industry  
Experience**

Worked in the family electrical business through college, both residential and commercial. General Counsel with a national commercial general contractor who also owned several subcontractor entities and an equipment rental company. Private law practice experience included representing the broad spectrum of players in the industry.

**Experience**

Over 44 years experience exclusively engaged in mediation and arbitration of construction and business disputes. One hundred percent (100%) of ADR practice concerns development and construction, petrochemical processes and commercial business law, primarily involving disputes between general contractors, owners, sub and special contractors, sureties/insurers, suppliers/manufacturers, project managers, project design professionals, joint venture partners and lenders. Public, private and international projects include commercial, heavy/highway, industrial plants and processes, infrastructure, energy, petrochemical, pipelines, power, educational, medical, institutional, marine facilities and residential structures, both onshore and offshore. Alternative energy experience includes wind, solar, nuclear, hydro-power and natural gas. Claims handled in excess of \$1 billion on projects in excess of \$1.5 billion. Experience in all typical claims and defenses presented in

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*Neutral ID: 121782*

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.

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construction matters, including design-build, component construction, BIM, CPM scheduling, delay, sequencing, inefficiency, acceleration and disruption claims among others. Adjunct Professor in Construction Law and Ethics for construction management degree program at the University of Houston central campus. Board Certified in Construction Law by the Texas Board of Legal Specialization.

## **Alternative Dispute Resolution Experience**

Arbitrated over 400 cases to hearing, and mediated approximately 3000 cases. Cases involve commercial, industrial, energy, pipeline and offshore construction, with claims valued in excess of \$1 Billion. Member of the AAA Construction Mega Project Panel. Serves as R-7 arbitrator in cases involving joinder and consolidation issues. Experience serving on Dispute Review Boards for both public and private projects. Faculty trainer of arbitrators for AAA since 1998.

## **Technology Proficiency**

Successfully completed Clearbrief Academy, May 2025.

## **Education**

University of Houston (JD-1981); University of Texas (BA, Phi Beta Kappa-1979).

## **Professional Licenses**

Admitted to the Bar: Texas (1982); U.S. District Court: Southern District of Texas (1982). Board Certified in Construction Law by the Texas Board of Legal Specialization.

## **Professional Associations**

State Bar of Texas (Construction Law Section, Past Chair; ADR Section Real Estate Section). Houston Bar Association (Construction Law Section, Past Chair, ADR Section, Past Chair). American College of Construction Lawyers (2020-present).

## **Recent Publications & Speaking Engagements**

PUBLICATIONS: "Hot-Tubbing Makes a Splash in Construction Cases The Water's Warm. Come on In?" DISPUTE RESOLUTION JOURNAL Vol. 26, No. 3, September 2020, American Bar Association. "An Introduction to Construction Arbitration" - Basics Course Manual for the Construction Foundation of Texas, Fall 2020. "Mediating Construction Disputes: What Works and What Doesn't" HANDBOOK ON MEDIATION, 3D EDITION, JurisNet, 2016, "Nuances of Med/Arb, A Neutral's Perspective, HANDBOOK ON CONSTRUCTION ARBITRATION & ADR, 3D EDITION, JurisNet 2016, "Construction Delivery Systems", 22d Annual Construction Law Conference" State Bar of Texas Construction Law Section 2009, "Curtailing Litigation Costs: Effective Use of Arbitration," BUILDING PROFITS (CFMA), March 2006; "Mediating Construction Disputes What Works And What Doesn't" DISPUTE RESOLUTION JOURNAL, May-July 2003; "Arbitration 101 What Every Advocate Should Know," video ONLINE CLE, 2003; "From the Neutral's Perspective: What Arbitrators Want From the Process," State Bar Association of Texas, Arbitration Law Course, 1998; "Construction Liens and Bond Claims in Texas," Lorman Educational Services, 1996; "Indemnity Revisited: The Duty to Defend," STATE BAR CONSTRUCTION LAW SECTION NEWSLETTER, vol. 1, no.3, 1991

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SPEAKING ENGAGEMENTS: "ADR Roads Less Travelled: Alternative Dispute Resolution to Consider for Construction Disputes" State Bar of Texas Construction Section conference 2026. "Can You Take Me Higher? New Trends in Truncated ADR" State Bar of Texas Construction Law Section conference 2024. "Mock Arbitration" Co-Panelist at American College of Construction Lawyers Annual Meeting 2024. "Arbitration" The Basic Course in Texas Construction Law 2024. "Relying on Technology in the Age of Covid-19. A Practitioner's Guide to Remote Depositions and Proceedings" - Webinar for the Construction Law Section of the Houston Bar Association, September 2020. "ZOOM Mediations and Arbitrations: The New Normal" - Webinar for the Construction Law Section of the State Bar of Texas, October, 2020. "Discussion on Caucusing and Eliciting Disputant Suggestions," 17th Annual Mediation and Advocacy Skills Institute, American Bar Association, 2019; "Advanced Mediator Training: Mediating Construction Disputes" A.A. White Dispute Resolution Center at the University of Houston 2012-2016; "Practical Arbitration Tips," Houston Bar Construction Law Section 2016, "Construction Industry Disputes: The Good, the Bad and the Ugly," 26th Annual Construction Law Conference, 2013; "Construction Delivery Systems", 22nd Annual Construction Law Conference" State Bar of Texas Construction Law Section 2009; "Construction Mediation Advocacy," 19th Annual Construction Law Conference, 2006; "Construction Mediation, What Works and What Doesn't," 15th Annual Construction Law Conference, 2002; "Construction Manager at Risk: What's in a Name?" 14th Annual Construction Law Conference, 2001; "Construction Law/Alternative Dispute Resolution," Texas A&M Construction Executive Program, 1990; "Residential Construction Update," University of Texas, 7th Annual Construction Law Conference, 1993; "Risk Shifting in Contract Documents," University of Texas, Fourth Annual Construction Law Conference, 1991.

<b>Citizenship</b>	United States of America	
<b>Languages</b>	English	
<b>Compensation:</b>	Hearing:	\$6,000.00 per day
	Study:	\$600.00 per hour
	Cancellation:	\$4,000.00 per day
	Cancellation Period:	60 days
	Comment:	Cancellation policy: If any case (scheduled for a minimum of two days of hearing) settles or is continued within sixty (60) business days of the final hearing date, cancellation fee of one-half (1/2) the total number of hearing days

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scheduled, unless cancellation occurs within fifteen (15) days of the final hearing date, at which time the cancellation fee applies to all hearing days scheduled. This charge will be made only if the prescribed time cannot be filled with other paying work. All travel expenses charged at cost.

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