



James D. O'Connor ,Esq.
Minnetonka,Minnesota



Primary Areas of Expertise

- Building Construction
- Mega Construction Projects
- Power Plant Construction
- Highway Construction
- Regeneration, Wind & Solar
- Bridges

Current Employer-Title

O'C ADR, LLC - Principal

Profession

Arbitrator, Mediator, ADR Neutral

Work History

Sole Practitioner, O’C ADR, LLC, 2019 - Present; Partner, Maslon, LLP, 1993 - 2018; Partner, Cosgrove Flynn, 1992 - 1993; Partner, Faegre & Benson, 1981 - 1991; Judicial Law Clerk, U.S. Circuit Court of Appeals for the 8th Circuit & U.S. District Court for the District of Minnesota, 1980 - 1981.

Construction Industry Experience

Practiced construction law for 40 years; 30+ years as an ADR neutral, including arbitrator, mediator, project neutral, early neutral evaluator; now full-time ADR Neutral and Arbitrator of Construction Disputes; arbitrator of over 200 construction disputes In private practice concentrated exclusively on construction matters including contract formation and negotiation; dispute avoidance and dispute resolution; emphasis on large construction projects; structural steel projects; highways, bridges; dams and levees; ethanol plants; power plants and stadiums. Member of the AAA’s Mega Construction Panel, comprised of the top construction arbitrators in the US, as rated by counsel on mega construction projects based on their credentials and experience. Has been involved in construction projects in every state in the US. Has handled claim amounts totaling over \$1B.

Construction industry experience includes:

- Scheduling claims including delay, disruption and acceleration, productivity, sequencing, and inefficiency as well as in-depth experience with CPM scheduling and damages analysis
- Large scale EPC Projects

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- 3P Projects
- Power Projects
 - o Gas
 - o Cogeneration
 - o Bio-fuel
 - o Wind
 - o Solar
- Data Center Projects
- Ethanol Plants
- Stadiums
- Airport Projects
- Highway Design and Construction Projects
- Bridges
- Dams and Levees
- Tunnels
- Water Treatment Projects
- Hospitals Medical Clinics
- Hotels
- High-Rise Residential Projects
- Construction Defect Claims including multi-party disputes
- Building Envelope and Enclosure Claims
 - o Exterior, Roofing, and Glazing
 - o Water and Vapor Penetration claims including IAQ claims and Indoor Humidity claims
 - o Mechanical, Plumbing and HVAC design issues
- Soils Performance issues including expansive soils, shifting soils, underground obstructions, and remediation issues
- Differing Site Conditions claims
- Concrete design, construction, and performance disputes
- Contract Claims including Termination and Wrongful Termination
- Glass, Glazing, and Curtainwall claims
- Insurance Coverage Claims
 - o Professional Liability Coverage
 - o CGL Coverage
- Structural Failures
 - o Building structures and components
 - o Bridge structures and components
- Insurance claims
- Indemnity claims

Experience

Practiced construction law for 40 years; 30+ years as an ADR neutral, including arbitrator, mediator, project neutral, early neutral evaluator; now full-time ADR Neutral and Arbitrator of Construction Disputes; arbitrator of over 200 construction disputes In private practice concentrated exclusively on construction matters including contract formation and negotiation; dispute avoidance and dispute resolution; emphasis on large construction projects; structural steel projects; highways, bridges; dams and levees; ethanol plants; power plants and stadiums. Member of the AAA's

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Mega Construction Panel, comprised of the top construction arbitrators in the US, as rated by counsel on mega construction projects based on their credentials and experience. Has been involved in construction projects in every state in the US. Has handled claim amounts totaling over \$1B.

Alternative Dispute Resolution Experience

Arbitrator of over 200 disputes over 45 year period involving claims totaling over \$1B; has served as panelist/wing and chair on three— arbitrator panels as well as sole arbitrator on single arbitrator panels; has served as an arbitrator on AAA, ICDR and ICC arbitration panels; has served as a Rule 7 Arbitrator and as a Special Master and Discovery Arbitrator on AAA arbitrations; has been involved on arbitrations involving:

- Scheduling claims including delay, disruption and acceleration, productivity, sequencing, and inefficiency as well as in-depth experience with CPM scheduling and damages analysis
 - Large scale EPC Projects
 - 3P Projects
 - Power Projects
 - o Gas
 - o Cogeneration
 - o Bio-fuel
 - o Wind
 - o Solar
 - Data Center Projects
 - Ethanol Plants
 - Stadiums
 - Airport Projects
 - Highway Design and Construction Projects
 - Bridges
 - Dams and Levees
 - Tunnels
 - Water Treatment Projects
 - Hospitals Medical Clinics
 - Hotels
 - High-Rise Residential Projects
 - Construction Defect Claims including multi-party disputes
 - Building Envelope and Enclosure Claims
 - o Exterior, Roofing, and Glazing
 - o Water and Vapor Penetration claims including IAQ claims and Indoor Humidity claims
 - o Mechanical, Plumbing and HVAC design issues
 - Soils Performance issues including expansive soils, shifting soils, underground obstructions, and remediation issues
 - Differing Site Conditions claims
 - Concrete design, construction, and performance disputes
 - Contract Claims including Termination and Wrongful Termination
 - Glass, Glazing, and Curtainwall claims
 - Insurance Coverage Claims

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- o Professional Liability Coverage
- o CGL Coverage
- Structural Failures
- o Building structures and components
- o Bridge structures and components
- Insurance claims
- Indemnity claims

Education

Creighton University (JD, cum laude, Alpha Sigma Nu - 1979; BA, cum laude - 1976).

Professional Licenses

Admitted to the Bar: Minnesota (1979); U.S. District Court: District of Minnesota (1979); U.S. Court of Appeals: Eighth Circuit (1980); U.S. Court of Federal Claims (1995); U.S. Supreme Court (2001).

Professional Associations

American College of Construction Lawyers (Fellow); American Bar Foundation (Fellow); American Bar Association (Forum on Construction Law, Chair; Governing Committee; Division 2, Contract Documents); Associated General Contractors of Minnesota; Associated General Contractors of America (Affiliate Member; Contract Documents Committee; Risk Management Committee); Minnesota State Bar Association; Hennepin County Bar Association (Construction Law Section).

Recent Publications & Speaking Engagements

Construction Arbitration Chapter 5 Depositions and Other Discovery Methods (ABA Forum 2023); "Uncertainty, Doubt and Rules of Unlearning in the Mediation of Construction Disputes," 40 The Construction Lawyer 2 (Spring 2020); "A Critical View of the AIA's new Insurance Exhibit," 12 J.A.C.C.L. 1 (Thomson Reuters 2018); "Additional Insured Coverage: The Why, the What & the Wherefore," 11 J.A.C.C.L. 1 (Thomson Reuters 2017) ; • Chapter 19 "Duties of Appointed Defense Counsel: Ethical Challenges," Building Better Construction Contracts 2016, Practising Law Institute, 2016; Chapter 20 "Ethics and the Tripartite Relationship," Building Better Construction Contracts 2016, Practising Law Institute, 2016 ; "For Things That Go Boom in the Night: A Primer on Crisis Management for the Construction Industry," 10 J.A.C.C.L. 1 (Thomson Reuters 2016); "Suppose Repose Were Indisposed: A True Story Prediction of Collapse and Disaster for the Construction Industry," 34 The Construction Lawyer 5 (Fall 2014) ; "It's a Matter of Time: Delay and Change," 8 J.A.C.C.L. 1 (West 2014); "What Mediators Want," Kentucky College of Law, March 1, 2013; "What Arbitrators Want," Kentucky College of Law, March 1, 2013; "Insurance Committee Report: Indemnity, Repose Immunity & Annual Update of the CGL Coverage Map," ACCL 2013; "Who Pays the Attorneys' Fees When You Lose the CGL Coverage Battle?" 6 J.A.C.C.L. 2, West 2012; "What Every Court Should Know About Insurance Coverage for Defective Construction," 5 J.A.C.C.L. 1, West 2011; "The Demise of the Project Manual; Early Bird Financial Disclosures; Hazardous Haz-Mat Revisions; & Insuring the Uninsurable," AGC, 2009; The A201 Deskbook: Understanding the Revised General Conditions, ABA 2008; "Wrestling with Reform: Indemnification

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Agreements, The Statutory Bars, Promises to Procure, and Insurance Products for the Construction Industry," 1 J.A.C.C.L. 57, West 2007; "Delay and Change in the Construction Project," Thomson West Construction Briefings, 2005; "Construction Defects, 'Property Damage' and the Commercial General Liability Policy," 24 CONSTRUCTION LAWYER 20, Spring 2004; "The New AGC Standard Forms Of Agreement & General Conditions Between Owner & Contractor," chapter 2, AGC DESKBOOK, AGC, 2003; "Report to the AGC Risk Management Committee on Mold Litigation Nationally: Including Biased Observations & One-Sided Opinions," AGC, 2003; co-author, "Controlled Insurance Programs in the Construction Industry: Putting a Ribbon on Wrap-Ups," 22 CONSTRUCTION LAWYER 30, Winter, 2002; "What Every Construction Lawyer Should Know About CGL Coverage for Defective Construction," 21 CONSTRUCTION LAWYER 22, Winter 2001; co-author, STICKS & BRICKS: A PRACTICAL GUIDE TO CONSTRUCTION SYSTEMS AND TECHNOLOGY, ABA, 2001; "Recurring Ethical Predicaments in Construction Litigation," Minnesota Institute of Legal Education, 2001; "Observations on the Revisions to the AIA Contract Documents: A201, B141 & C141," University of Minnesota/AIA Minnesota, 1998; "A Few Ethical Considerations in the Administrative Context," National Business Institute, 1997; "Observations About Three of the AIA A-201's Major Changes," ABA, 1997;"Constitutional & Procedural Defenses: What Employers Should Know About OSHA Administrative Warrants and Administrative Charges," National Business Institute, 1997; "Program Management: The Constructor's Perspective--On Platypuses and Program Management," 16 CONSTRUCTION LAWYER 11, October 1996; "Adarand Constructors, Inc. v. Pena & The State of Race-Based Preferences in the Construction Industry--One Year Later," Minnesota Institute of Legal Education, 1996; "Adarand Constructors, Inc. v. Pena & The Future of Affirmative Action in Public Construction," Minnesota Institute of Legal Education, 1995; "The Ethics of Claim Development, MILE 1995.

Locations Where Parties Will Not be Charged for Travel Expenses

Minneapolis and St. Paul, Minnesota Metropolitan Area
Tampa, Florida

Citizenship

United States of America

Languages

English

Compensation:

Hearing:	\$6,000.00 per day
Study:	\$600.00 per hour
Cancellation:	\$3,000.00 per day
Cancellation Period:	45 days
Comment:	If the arbitration is canceled within 45 days of the first day of the scheduled arbitration, \$3,000/day will be charged for the full period of the scheduled arbitration. Once the arbitration hearing

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begins, all scheduled hearing days charged for a full day (\$6,000). Travel, hotel and meals are charged at cost for out of town cases. Expenses related to copying, telephone charges, postage, FedEx charged at cost.

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