



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



Current Employer-Title

O'C ADR, LLC

Profession

Arbitrator / Mediator - Construction, Insurance, Government Contracts

Work History

Partner, Maslon LLP, 1993 – 2019; Partner, Cosgrove Flynn Gaskins & O'Connor, 1991 – 1993; Partner/Associate, Faegre & Benson, 1981 – 1991; Law Clerk to Judge Gerald W. Heaney, U.S. Court of Appeals Eighth Circuit, 1980 – 1981; Law Clerk to Judge Miles W. Lord, U.S. District Court, 1979 – 1980.

Experience

Forty years of experience in construction law including representation of general contractors, subcontractors, owners, architects, engineers, insurers, sureties and lenders. Litigated construction disputes in state and federal courts throughout the United States.

**Alternative Dispute
Resolution Experience**

Panelist in the AAA, specializing in construction related disputes. Involved in the arbitration and mediation of hundreds of disputes.

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

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Neutral ID: 121841

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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Committee; Risk Management Committee); Minnesota State Bar Association; Hennepin County Bar Association (Construction Law Section).

Recent Publications & Speaking Engagements

"Uncertainty, Doubt and Rules of Unlearning in the Mediation of Construction Disputes," 40 The Construction Lawyer 2 (Spring 2020); "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 Thin 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. (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, 200 The A201 Deskbook: Understanding the Revised General Conditions, ABA 2008; "Wrestling with Reform: Indemnification 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 Mole 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

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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," 1 CONSTRUCTION LAWYER 11, October 1996; "Adarand Constructor Inc. v. Pena & The State of Race-Based Preferences in the Construction Industry--One Year Later," Minnesota Institute of Legal Education, 1994; "Adarand Constructors, Inc. v. Pena & The Future of Affirmative Action in Public Construction," Minnesota Institute of Legal Education, 1995; "The Ethics of Claim Development and Presentation: Sandstone Is Not Just a Building Material," Minnesota Institute of Legal Education, 1995 numerous others.

Locations Where Parties Will Not be Charged for Travel Expenses

Citizenship United States of America

Languages English

Compensation:	Hearing:	\$4,500.00 per day
	Study:	\$450.00 per hour
	Cancellation:	\$2,250.00 per day
	Cancellation Period:	30 days
	Comment:	If the arbitration is canceled within 30 days of the first day of the scheduled arbitration, \$2,250/day will be charged for the full period of the scheduled arbitration. Once the arbitration hearing begins, all scheduled hearing days charged for a full day (\$4,500). 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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