



Patrick J. O'Connor, Jr., Esq.
Minneapolis, Minnesota



Current Employer-Title

POConnor ADR LLC - Owner

Profession

Attorney, Arbitrator, Mediator

Work History

Owner, POConnor ADR LLC, 2022-Present; Partner, Faegre Drinker Biddle & Reath LLP (f/k/a Faegre Baker Daniels LLP and Faegre & Benson LLP), 1990-2022; Partner, Hart Bruner & O'Brien LLP, 1983-1989; Associate, Briggs & Morgan, 1982-1983; Law Clerk to Judge Mil Lord, U.S. District Court – District of Minnesota, 1981-1982.

Experience

Forty years practicing construction law representing owners, contractors subcontractors, sureties, suppliers, architects and engineers on matters ranging from a few million (M) to several billion (B) dollars, including: Represented tunneling subcontractor against prime and city over delays and extra costs due to differing site conditions under railroad switching yard; defended owner against claims seeking injunctive relief brought by city based upon alleged code violations pertaining to concrete construction; represented contractor and surety seeking compensation of over \$100M and additional relief under cardinal change theory on sewer super fund remediation projects; represented contractor against Corps of Engineers seeking constructive change of approximately \$10M on lock dam project on Mississippi; represented design consortium regarding disputes arising out of cost overruns of \$1B on Colo. VA hospital; represented pre-cast concrete supplier against property damage and delay claims arising from collapse of a Miami college's parking structure; handled contractor's appeal of subcontractor's change order dispute based in part upon proper interpretation and application of variation in estimated quantities provision on highway project in Minnesota; handled contractor's appeal involving scope of work and defective construction

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Neutral ID: 121842

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claims arising out of renovation of historic theatre in Minnesota; represented contractor and surety in Tennessee federal court against claims by retailer in excess of \$50M involving delays and defective work on 15 projects throughout southeastern U.S.; represented owner over delay and quality of work issues arising from partial collapse during renovations of historic creamery in Milwaukee; represented contractor in connection with scope of work, acceleration, and use of contingency disputes arising from construction of a Midwest professional sports stadium; represented design-builder over scope of work and performance requirements of steam-generating system in university's historic powerplant; represented owner in connection with differing site conditions and delay claims arising from renovation of a Milwaukee brewery into housing; represented surety over \$30M completion of work costs sought by Nebraska municipalities on highway and bridge projects; represented owner on claims of delayed construction as well as concrete and curtain wall issues on high-rise residential tower in Indianapolis; represented surety against two oil suppliers alleging bad-faith handling of payment bond claims on North Dakota road projects; represented owner over scope of work and change order disputes on a 25,000-s.f. residence in Minnesota; represented design-builder in connection with water infiltration issues involving luxury home in Minnesota; represented surety and roofing contractor against disruption and water infiltration claims involving standing-seam steel roof on steel plant in Indiana; represented developer in connection with water infiltration, quality of mechanical systems and delay claims of nearly \$100M arising out of construction of condominium in Miami; represented contractor on claims by Arizona Native American corporation arising out of \$7M damages to school due to expansive soils; represented road builder in dispute with oil supplier regarding terms of requirements contract; represented design-builder and surety in connection with differing site conditions and defective specifications claims arising out of center pivot irrigation system in South Dakota; represented architect in connection with claims arising from collapse of façade on historic structure under renovation in Minnesota; advised contractor in connection with collapse of wind turbine; advised hospital on project delivery approaches for multi-billion-dollar capital improvements project.

Alternative Dispute Resolution Experience

Co-author of 12 volume construction law treatise containing a two-volume chapter (chapter consisting of approximately 1,500 pages) on arbitration published by Thomson-Reuters. As advisor to American Institute of Architects Contract Documents Committee, provide guidance on, among other matters, ADR questions and issues.

Acted as counsel, neutral, and expert in numerous construction-related arbitrations, ranging from \$1M to more than \$300M in claim amounts, including: represented engineer in arbitration with owner over design and performance of pumping stations on pipeline running between Canada and U.S.; represented prime contractor in arbitration with rural water utility over contract compliance and differing site conditions related to

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potable water system in Iowa; represented owner in arbitration involving delay and disruption claims arising out of design and construction of luxury residence in Minn.; represented developer against contractor in arbitration involving property damage, delay, and disruption claims arising out of conversion of old flour mill into luxury residences; represented a Minnesota museum in arbitration against architect over aesthetic and other performance issues involving outdoor arbor; represented contractor in arbitration with subcontractor over change orders and scope of work disputes on lock & dam project in central U.S. represented theme park owner in appraisal proceeding over property losses due to Hurricane Katrina; represented utility in arbitration over delay and disruption claims arising in connection with solar project in Minnesota; testified as expert in Hawai'i an arbitration regarding whether developer acted reasonably when making demand upon surety under various bonds issued in connection with several development agreements; responded to inquiries posed by panel hearing dispute over improvements associated with Panama Canal regarding differences between design-build and design-bid-build contracts, value engineering and cardinal change under FAR; represented EPC contractor in an action to compel arbitration of a dispute over performance guarantees regarding natural gas facility in California; retained in connection with South American arbitration to provide opinions as to whether consortium agreement allowed recovery of lost profits under U.S. law; provided counsel to U.S. window manufacturer regarding insurance, warranty and risk management matters including analysis and drafting of arbitration provisions. Served on 3-member arbitration panel involving disputes regarding curtainwall issue on project in central U.S.; served on 3-member panel involving quality of work and delay disputes between contractor and owner of retreat center in Minnesota; served as sole arbitrator of luxury home project involving quality of work disputes; served as chair on party-appointed panel in arbitration between design-builder and owner of two luxury apartment complexes over allegations of faulty construction and poor design. Participated in hundreds of construction-related mediations in various capacities, including neutral, party representative, and expert.

Technology Proficiency

Familiar with Zoom and Microsoft Teams, and willing to conduct hearings/conferences using either platform.

Education

American University - Washington College of Law (JD-1981); Hamline University (BA-1975).

Professional Licenses

Admitted to the Bar: Minnesota (1981); US District Court: District of Minnesota (1982); US Court of Appeals: 8th Circuit; US Supreme Court

Professional Associations

American College of Construction Lawyers (ACCL) (Fellow and Past-President); American Institute of Architects (Advisor to Contract Documents Committee); American Bar Association's (ABA) Fidelity & Surety Law Committee (Past Vice-Chair); ABA Forum on the Construction Industry (ABA Forum) (Past Chair, Bonds, Liens &

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Recent Publications & Speaking Engagements

Insurance Section and past Editor of Under Construction newsletter); BIM Forum (former co-chair, Legal Committee).

Co-author, Bruner & O'Connor on Construction Law (Thomson-Reuters 2002-2023); Restatement (Third) of the Law of Suretyship & Guaranty (Advisor, American Law Institute); Practising Law Institute's "Building Better Construction Contracts" (co-chair, New York 2011-2019); University of Minnesota School of Architecture (lecturer on rights and responsibilities of design professionals, 2010-2019); "Design Delegation & Design Assist: The Good, the Bad, and the Ugly" (ACCL Annual Meeting, Bonita Springs 2023); "Seeing the Big Picture: Construction Management Under the 2019 AIA CM Contracts – Part 2: Construction" (ABA Forum, Seattle 2021); "Mock Appellate Argument: Insurance Coverage for Property Loss Due to COVID" (ACCL Annual Meeting 2021); "Seeing the Big Picture: Best Practices for Contracting and Construction Risk Management for 2021" (Construction Management Association of America, April 2021); "The Most Important Changes in the 2019 AIA Construction Management Documents" (ABA Forum, June 2020); "AIA 2019 Documents: Understanding the Changing Role of the Construction Manager" (AIA Minnesota Convention, Minneapolis 2019); "Transferring the Risk: Working With the New Insurance and Bonds Exhibit" (ABA Forum, Boston 2017); "Most Important Changes to the AIA Construction Documents" (Minnesota Real Estate Institute, St. Paul 2017); "The American Institute of Architects' New Approach to Insurance: The 2017 Insurance Exhibit" (Journal of the American College of Construction Lawyers (JACCL) 2017); "Cyber Security and Cyber Insurance for the Design and Construction Industry" (55th Annual Meeting of Invited Attorneys, Miami 2016); "Recent Developments in Building Information Modeling" (AIA National Convention, Philadelphia 2016); "Cyber Security and Cyber Insurance for the Design and Construction Industry" (JACCL 2016); "Duties Owed by Design Professionals: Standard of Care and Other Mysteries" (JACCL 2015); "High Court Arbitration Law: An Edifice of Its Own Making" (JACCL 2015); "Design Professional Standard of Care" (ACCL/Society of Construction Law (SCL), Kuala Lumpur 2014); "How to Draft a Construction Contract Insurance Provision" (JACCL 2014); "Recent Developments in Insurance Law" (JACCL 2013); "Navigating the Legal Aspects of Building Information Modeling" (The Harvard Club, New York City, 2012); "Legal Considerations in Sustainable Design and Construction" (JACCL 2011); "2009 Insurance Law Survey" (JACCL 2010); "Bankruptcy and the Completing Surety" (JACCL 2010); "Integrated Project Delivery Part I: Collaboration Through New Contract Forms" (JACCL 2009); "Business Interruption Coverages" (JACCL 2009); "Understanding General Liability Coverage: A Primer for Construction Lawyers" (JACCL 2008); "Building Information Modeling and Integrated Project Delivery" (SCL, London 2008); "The Curiouser and Curiouser State of American Arbitration Law: Running Twice as Fast Only to Fall Behind" (JACCL 2007); "Productivity and Innovation in the Construction Industry: The Case for Building Information Modeling"

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(JACCL 2007); “Recent Issues in Property Coverage,” Wm. Mitchell L. 34, 177 (2007); “The American Experience with Exterior Insulation and Finish Systems (EIFS) for Synthetic Stucco Cladding Systems” (Int’l Constr. L.R. 2006); “Allocating Risks of Terrorism and Pandemic Pestilence: Force Majeure for an Unfriendly World,” ABA Construction Lawyer (2003).

Citizenship

United States of America

Languages

English

Compensation:

Hearing: \$4,950.00 per day

Study: \$495.00 per hour

Cancellation: \$2,475.00 per day

Cancellation Period: 30 days

Comment: If the arbitration is canceled within 30 days of the first day of the scheduled arbitration, \$2,475/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 (\$4,950). Travel, hotel, and meals charged at cost for out-of-town cases. Expenses related to copying, telephone charges, postage, courier charged at cost.

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