



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 several 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

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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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 in 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 improvement 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 Cour

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-Reuter 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 Far 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).

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| 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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