



John R. Heisse II ,Esq.
San Francisco, California

Primary Areas of Expertise

Construction



Current Employer-Title

Pillsbury Winthrop Shaw Pittman LLP - Senior Counsel

Profession

Attorney

Work History

Partner, Pillsbury Winthrop Shaw Pittman LLP, 2011 – Present; Partner, Howrey LLP, 2008 – 2011; Partner, Thelen LLP, 1994 – 2008; Partner/Associate, Pettit & Martin, 1987 – 1994; Partner/Associate, Braude Margulies Sacks & Rephan, 1980 – 1987; Project Manager, C.E Contracting Inc., 1976 – 1977.

Construction Industry Experience

Representative matters include:

* San Onofre Nuclear Generation Station. Defended an international equipment manufacturer in an arbitration in which the SONGS owners asserted \$7 billion in claims arising out of the design and manufacture o replacement steam generators for use in the two operating units of the facility. The Panel awarded less than two percent of the amount sought. More recently, have represented the decommissioning contractor in disputes with the facility's owners over issues arising during the decommissioning process. (San Onofre, CA)

*Panama Canal Expansion Project. Advised the Panama Canal Authority on the selection of appropriate project delivery methods, phasing and contracting strategies for this \$5 billion project, consisting of the construction of new sets of locks at the Atlantic and Pacific ends of the canal, the excavation of new canal sections to access the Pacific locks, and the dredging of both inland and oceanside waterways. (Panama City Panama)

*Millennium Tower. Represented the builder of the adjacent Salesforce Tower in litigation regarding responsibility for the differential settlement of the "Leaning Tower of San Francisco." (San Francisco, CA)

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Neutral ID: 124455

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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- *Honolulu Rapid Transit (HART). Represented the City and County of Honolulu in arbitration with a contractor following the cancellation of a planned \$2.2 billion rapid transit system after the initial phase of project development had been performed (Honolulu, Hawaii)
- *Solar Electric Generating System (SEGS). Represented BOM contract in arbitration of disputes with the project owner relating to the output of the then-largest solar field in the world. (Bakersfield, CA)
- *Citizens Bank Ballpark. Represented owner and contractor in the arbitration of subcontractor delay, disruption and extra work disputes relating to the construction of the home of the Philadelphia Phillies. (Philadelphia, PA)
- *Desalinated Water Pipeline Failure. Represented an EPCM contractor in ICDR arbitration with an owner after catastrophic failure of the internal lining in over 100 miles of water pipeline (Santiago, Chile)
- *St. John's Health Center. Represented a general contractor and its surety during construction of a ~\$200 million central plant and inpatient building addition. Worked closely during construction with contractor's team to identify and resolve disputes where possible, and ultimately settled close-out disputes with the owner, designer, construction manager and dozens of subcontractors. Also represented the completing surety in trial against the controls subcontractor and an arbitration with the MEP designer. (Santa Monica, CA)
- *Petco Park. Assisted in the negotiation and drafting of design-build contracts between the City of San Diego and the builder of the home of the San Diego Padres. (San Diego, CA).

Experience

Practice focuses on dispute resolution in the construction industry, handling matters involving domestic and international builders, owners, developers and designers in every phase of public and private construction, from initial planning through dispute resolution. Former Chair of the Construction practice at Pillsbury, Howrey, and Thelen.

Alternative Dispute Resolution Experience

Since 1991, arbitrated and mediated numerous construction disputes of varying size and complexity through the AAA and private arbitrations/mediations. Mediator, San Francisco Bar Association Early Settlement Program, 2004 - 2011. Has served as neutral in cases involving myriad issues typical to construction disputes, including payment disputes, claims for delay and disruption, inefficiencies, design/construction/manufacturing defects, property damage, and interference, as well as less typical claims, such as abandonment, fraud, bad faith, and breach of fiduciary duties. Types of project include health care, educational, hospitality and commercial facilities, power plants (nuclear, solar, wind, combined cycle and hybrid), transportation (roads, bridges, mass transit), and other infrastructure, including pipelines and marine facilities. Non-construction matters have included other breach of contract, property damage, partition of real property, lease and easement disputes, and foreclosure matters.

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Education

University of California, Hastings College of the Law (JD, Order of the Coif-1980); Catholic University of America (BS, Civil Engineering-1976).

Professional Licenses

Admitted to the Bar: California (1988), District of Columbia (1981), Maryland (1980); U.S. District Court: District of Maryland (1984), District of Columbia (1985), District of California (1989); U.S. Supreme Court.

Professional Associations

American College of Construction Lawyers (Fellow; Past President and other executive positions, former Board member); American Bar Association (Forum on the Construction Industry, Past Chair, former Member of the Governing Committee; Public Contract Law Section, Construction Claims Committee, Past Chair; Public Contract Law Section, Construction Claims Committee, Past Vice Chair); American Bar Foundation (Fellow).

Other: Giffords Law Center to Prevent Gun Violence (501(c)(3))(Co-Founder, Current President and Board Member); Giffords (501(c)(4)) (former Board Member); ACE Mentor Program (National Advisory Council); Catholic University of America, School of Engineering (Former Member of Executive Board).

Recent Publications & Speaking Engagements

Publications: Editor, THE DESIGN/BUILD DESKBOOK, ABA Forum on the Construction Industry, 2004 (2d Ed. 2000, 3d Ed. 2004); Pacific States Editor, STATE AND LOCAL CONSTRUCTION CONTRACTING SOURCE BOOK, ABA Public Contracts Law Section 2002; Editor, THE DESIGN/BUILD PROCESS, ABA Forum on the Construction Industry, 1997; Co-author, AGCC HANDBOOK OF CALIFORNIA CONSTRUCTION LAW, Associated General Contractors of California, 1991; Co-author, CALIFORNIA CONSTRUCTION LAW Federal Publications, 1995 (Rev. Ed.).

Speaking Engagements: "Attracting and Retaining a Diverse Workforce" Associated General Contractors of California, 2008; Moderator, "Risk Allocation in Standard Form Agreements: Who's the Fairest of Them All?" ABA Forum of the Construction Industry, 2006; Panelist, "Forensic Scheduling and the As-Built Delay Analysis," Construction Superconference, 2006; "Construction Law for Accountants," California CPA Foundation, 2004; "Fundamentals of Construction Law," ABA Forum of the Construction Industry, 2002; "Best Value Procurement and Other Alternatives to the Lowest Responsible Bidder," Associated Builders and Contractors, 2001; "Proving Damages Through Lay and Expert Witnesses," ABA Forum of the Construction Industry, 1999; "The Accountant's Role in Litigation," AICPA National Conference, 1998, 2000.

Locations Where Parties Will Not be Charged for Travel

No travel charges for mediations in the San Francisco area, or, of course for mediations conducted over "Zoom-type" platforms.

Expenses

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Citizenship	United States of America	
Languages	English	
Compensation:	Hearing:	\$800.00 per hour
	Study:	\$800.00 per hour
	Cancellation:	\$6,500.00 per day
	Cancellation Period:	75 days
	Comment:	<p>The hourly rate is charged for hearing days (minimum of 7 hours), study, case administration, award writing, remote travel, and extended local travel.</p> <p>Cancelation Policy: If four or fewer hearing dates are set and canceled for any reason 30 or fewer calendar days before the start of hearings, or after hearings are under way, up to 7 hours per day may be charged. If five to nine hearing days are set, the same policy applies if dates are canceled 50 or fewer calendar days before the start of hearings. If ten or more hearing days are set, the same policy applies if dates are canceled 75 or fewer calendar days before the start of hearings. The cancellation fee will be mitigated to the extent another hearing is substituted on the canceled date(s).</p>

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