



Wendy K. Venoit ,Esq.
Boston,Massachusetts



Primary Areas of Expertise

Construction Law

Current Employer-Title

Cozen O'Connor - Member

Profession

Attorney, Arbitrator

Work History

Member, Cozen O'Connor, 2022 - Present; Former Partner, Hinckley Allen & Snyder, 2016 – 2022; Former Vice President & General Counsel, Suffolk Construction Company Inc., 2015 – 2016; Former Partner, McElroy, Deutsch Mulvaney & Carpenter LLP (formerly Pepe & Hazar LLP), 19993 – 2015; Associate/Summer Associate, Melito & Adolfsen I (and predecessor firm), 1995 – 1999.

Experience

Practice focuses exclusively on domestic and international construction litigation and dispute resolution, including state and federal courts throughout the country, with disputes involving claims in excess of \$1 billion. Represented both general contractors (including several large international EPC contractors) and owners and subcontractors. Matters handled have involved the following types of projects: power plants, cogen facilities, oil refineries, oil terminals, hydroelectric power (hydropower) plants, wind farms, LNG facilities, power transmission lines, schools, dormitories, prisons, chemical facilities, infrastructure, residential/condo, healthcare facilities and office/commercial buildings.

Also experienced with handling insurance coverage disputes arising out of construction projects, including builders risk, professional liability/E&O, general liability, additional insured and OCIP/CCIP issue Experience with VDC and BIM (Building Information Modeling)

A representative sample of disputes handled includes the following: (a) counsel to international EPC contractor in prosecution of claims arising

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Neutral ID: 157336

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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out of wind farm in Europe (Arbitration); (b) counsel to international contractor in defense of claims by a mechanical subcontractor arising out of a mercury control project in the Northeast US (AAA arbitration Rule); (c) counsel to utility in defense of claims by EPC contractor arising out of upgrades to a hydroelectric power plant in the Northeast (AAA Arbitration); (d) counsel to a Canadian contractor in the prosecution of breach of contract and delay/disruption claims arising from the construction of a power plant in China (Litigation US Dist. NJ); (e) counsel to EPC Power Contractor in the prosecution and defense of breach of contract, wrongful termination, CCIP and lost productivity/interference claims arising out of a power project in Pennsylvania (Litigation ED Pa); (f) counsel to Utility regarding claims and disputes arising from the construction of LNG Plant; (g) counsel to EPC contractor in prosecution of builder's risk claims arising out of an LNG Plant in Texas (AAA Arbitration, Texas); (h) counsel to international EPC contractor in prosecution of claims arising out of an oil upgrader project in Venezuela (Arbitration, New York); (i) counsel to international EPC contractor in defense of claims by owner arising out of an oil terminal in Eastern Europe (ICC Arbitration, London); (j) counsel to international EPC contractor arising out of power project in St. Croix (ICDR Arbitration, New York); (k) counsel to national and international contractors in the prosecution of construction-related insurance claims involving CGL, Builders Risk and other specialty lines of insurance coverage; (l) counsel for international contractor in the defense of breach of contract claims initiated by subcontractor arising from a Federal Prison Project in Brooklyn, NY; and (m) represented owners with respect to breach of contract and professional liability claims against contractors and design professionals.

Alternative Dispute Resolution Experience

Extensive experience arbitrating construction disputes domestically and internationally through the AAA, ICDR, and other arbitral institutions. A representative sample of cases includes: (a) counsel for EPC Contractor in the prosecution and defense of claims arising from the construction of a mercury removal system in connection with an existing coal-fired power plant; (b) counsel for major international EPCM Contractor in a \$180 million arbitration involving professional liability and delay/disruption claims arising from the construction of an oil storage terminal in Lithuania; (c) counsel for international EPC Contractor in the prosecution of \$1 billion in claims arising from the construction of an oil upgrader facility in Venezuela; (d) counsel for EPC Contractor in the prosecution of wrongful termination and change order claims arising out of the design, procurement and construction of a power recovery project in the U.S. Virgin Islands; (e) counsel to EPC Contractor in the prosecution of indemnity and force majeure claims against the owner of an LNG terminal in Texas; (f) counsel to Utility in defense and prosecution of claims arising out of the refurbishment and upgrade of a hydroelectric power facility in Massachusetts; and (g) counsel for EPC Contractor in prosecution of breach of contract claims arising from the relocation and upgrade of multiple chemical facilities in the Southeast U.S.

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Regularly serve as an arbitrator in construction disputes administered by the AAA and ICDR, under the Construction Industry and ICDR Rules.

Education

Pace University School of Law (JD, magna cum laude, Valedictorian-1996); College of the Holy Cross (BA, Economics and Spanish-1993).

Professional Licenses

Admitted to the Bar: New York (1996), New Jersey (1997), Connecticut (1997), Massachusetts (2014), New Hampshire; U.S. District Court: Central District of Illinois, Southern, Northern and Eastern Districts of New York, District of New Jersey, District of Connecticut, District of Massachusetts, District of New Hampshire; U.S. Court of Appeals: Second and Third Circuits, Federal Court of Claims.

Professional Associations

American Arbitration Association (AAA-ICDR Council Member; Chair of the National Construction Dispute Resolution Committee); American Bar Association (Forum on the Construction Industry, Past Chair); Fello American College of Construction Lawyers; ABA, Tort and Insurance Practice Section; International Bar Association, International Construction Projects Committee; Professional Women in Construction (Connecticut Chapter, Past President; Past Board Member; Past Secretary and General Counsel); Institute for Transnational Arbitration (Past Advisory Board Member); Lawyer's Collaborative for Diversity (Past Treasurer and Board Member); Women in Construction (Board Member); Chartered Institute of Arbitrators, Member (Boston Chapter Co-Chair).

Recent Publications & Speaking Engagements

PUBLICATIONS: Executive editor, INTERNATIONAL CONSTRUCTION LAW: A GUIDE FOR CROSS-BORDER TRANSACTIONS AND LEGAL DISPUTES, ABA Press, October 2000 "Parties to Arbitration Hearings Cannot Subpoena Pre-Hearing Document Discovery from Third Parties Under the Federal Arbitration Act," Pepe & Hazard Construction Newsletter, Spring 2009; "Building Across International Borders: How to Evaluate Risks of Contracting with Foreign Entities," CONNECTICUT LAW TRIBUNE, vol. 34, no. 10, March 2008; co-author, "Arbitration of Cross-Border Disputes," CONSTRUCTION LAWYER, ABA Forum on the Construction Industry Spring 2007; co-author and chapter author, "Construction Manager and Tort Liability," DESIGN PROFESSIONAL AND CONSTRUCTION MANAGER PROFESSIONAL LIABILITY HANDBOOK, ABA Press, January 2007; "Thinking About Contracting Across National Borders? Here are Some Issues to Think About Before You Do," Pepe & Hazard Construction Newsletter, Fall 2007; "When a Claim Against the State is Not a Claim Against the State," CONSTRUCTION NEWS INDUSTRY UPDATE, vol. 1, no. 1, May 2000; "The Constitutionality of Punitive Damages and Recent Legislation," JOURNAL OF PRODUCTS AND TOXICS LIABILITY, vol. 15:3, 1995; comment, "The Taxation of Punitive Damages: Recent Interpretation of the Section 104(a)(2) Exclusion," PACE LAW REVIEW, vol. 16:1, 1995.

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SPEAKING ENGAGEMENTS: Co-Presenter, "The Four Horsemen of

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the Apocalypse in Construction Litigation Today: E-Discovery, Document Retention, Spoliation of Evidence;" 2010 Construction Superconference Co-presenter, "Legislating Construction Contract Terms and Conditions, ABA Forum on the Construction Industry, Fall 2009 Meeting, 2009; panel discussion, "Ethics and Professionalism in Environmental Law: Up in Smoke?," Pace University School of Law, February 2009; co-chair, ABA Forum on the Construction Industry Mid-Winter Meeting, January 2009 "Construction Law Update: What You Need to Know to Avoid Legal Pitfalls," Professional Women in Construction Connecticut Chapter, May 2008; "Ethical and Legal Considerations in e-Discovery: Helping Environmental Practitioners Avoid Pitfalls," Pace University School of Law CCLE Program, February 2008; "Effective Electronic Document Management," IQPC Conference, July 2006; co-presenter, "Cross Border Disputes," ABA Forum on the Construction Industry Annual Meeting, May 2006; "Connecticut Construction Law Update, Professional Women in Construction, Connecticut Chapter, May 2006; "Construction Defects and Insurance Coverage," Lorman Education Services, June 23, 2004.

Citizenship

United States of America

Languages

English

Compensation:

Hearing: \$650.00 per hour

Study: \$650.00 per hour

Cancellation Period: 0 days

Comment: No charge for local travel time (within Eastern MA). Travel time for travel outside Eastern MA will be billed. Other expenses to be reimbursed.

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