



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

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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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