



L. Tyrone Holt ,Esq.  
Denver, Colorado



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### Primary Areas of Expertise

Insurance  
Commercial Transactions  
Construction

#### Current Employer-Title

The Holt Group LLC, Attorneys & Counselors at Law – Managing Principal  
Western Neutral Services, LLC – Principal

#### Profession

Construction Attorney; Construction Arbitrator; Construction Mediator.  
Owner's Representative.

#### Work History

Principal, Western Neutral Services LLC, 2005 – Present; Managing Principal, The Holt Group LLC Attorneys & Counselors at Law (former Holt & Stalder LLC), 2003 – Present; Director and Shareholder, Ireland Stapleton Pryor & Pascoe P.C., 2000 – 2003; Owner and Attorney, Holt Professional Corporation, 1995 – 2000; Vice President/General Counsel Construction Management & Technical Services Inc., 1994 – 1995; Director, PMCA S.A., 1992 – 1994; President, Bookhardt O'Toole & Holt, 1988 – 1992; President, Holt & Gebow Attorneys, 1983 – 1988; Director, Gassman & Holt P.C., 1981 – 1983; Partner, Durham Gassmar & Holt, 1980 – 1981; Associate, Shank Irwin & Holmes, 1979 – 1980; Associate, Holland & Hart, 1974 – 1979; Law Clerk to Hon. Preston Devine Presiding Judge, California First District Court of Appeals, 1974

#### Experience

Over 35 years as a commercial and construction arbitrator and mediator involving a range of matters from the most basic two-party disputes to very complex, multi-party disputes and related contractual relationships. Over 300 mediations and over 100 arbitrations to award over the course of the 35 years of experience, involving a wide variety of agreements and contracts for insurance, construction, surety, subcontractor default, real estate, and other commercial documents. In-depth knowledge of construction and design practices, procedures, standards and customs.

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Neutral ID: 145888

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Over 45 years' experience as an attorney in the areas of insurance, construction law, financial transactions, commercial contract negotiation drafting and interpretation, dispute resolution, and representation of insurance carriers, owners, general contractors, subcontractors and design professionals in their businesses. Experience includes various engagements, transactions and projects, where project construction costs have ranged to over \$340 million.

At present, legal practice includes the representation of general contractors, subcontractors, construction managers, design professionals, architects, engineers, and their insurance carriers in contract negotiation, construction disputes, as well as various other public and private administrative proceedings. Extensive experience in negotiating contracts with foreign companies and governments in Europe and Africa. Substantial experience with all aspects of alternative dispute resolution and the preparation, evaluation, negotiation, and litigation of claims and construction industry insurance policies, practices, and claims procedure in arbitration, judicial and administrative forums.

#### **Alternative Dispute Resolution Experience**

Over 35 years of experience serving as a neutral in single and multi-arbitrator construction arbitrations and as a construction mediator. Member of the AAA Construction Arbitration and Mediation Panels; International Mediation Institute (IMI) Certified Mediator; National Academy of Distinguished Neutrals.

#### **Technology Proficiency**

Proficient in the use of various business and legal software programs, including Outlook, Excel, MS Word, PowerPoint, Access, Visio, Summation, Digital War Room, Teams, Zoom, GoToMeeting, Adobe, Microsoft Edge, Google, Tabs, iManage and Citrix.

#### **Education**

Peace Theological Seminary and College of Philosophy (M. Theology-1997); The Law School, Stanford University (JD-1974); Morehouse College (BA, Summa Cum Laude-1971).

#### **Professional Licenses**

Admitted to the Bar: Colorado (1974); Supreme Court of Colorado; U.S. District Court: District of Colorado; U.S. Court of Appeals: Eighth, Ninth & Tenth Circuits; U.S. Supreme Court; admitted Pro Hac Vice: Hawaii State Courts, Superior Court - Los Angeles County, California; U.S. District Courts: Western District of Texas, Northern District of Georgia, District of Utah, District of Nebraska, Eastern District of Virginia and United States District Court for the District of Wyoming.

#### **Professional Associations**

2015-24 Denver's Top Lawyers; 2020-22 Colorado Super Lawyers - Construction Litigation; Fellow - College of Commercial Arbitrators (Past President); American Bar Association (ABA) Forum on the Construction Industry (Past Member, Governing Committee, 2007-2010); International Mediation Institute (IMI) Certified Mediator; National Academy of Distinguished Neutrals (Member); AAA, National Construction Mega Project Arbitration Panel; The Stanford Law School (Dean's Advisory

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## **Recent Publications & Speaking Engagements**

Council); National Association of Bond Lawyers (NABL); Listed in the "Red Book" of public finance professionals; American and Colorado Bar Foundations (Life Fellow); Phi Beta Kappa National Honor Society (Delta of Georgia Chapter); Board of Directors/Executive Committee, Colorado Golf Association; Board of Directors, Common Ground Golf Course, Denver, Colorado; former Member and former Chair, Litigation Council, Colorado Bar Association.

**PUBLICATIONS:** (2023) "The Design Professional", Chapter 3, ABA Forum on Construction Law, FUNDAMENTALS; (1/21) ABA Publications, The Design Professional's Guide to Construction Law, Chapter 9 – "Considerations for Subconsultant and Subcontract Agreements for Design Professionals and Construction Managers"; (12/2019) Practicing Law Institute, Building Better Construction Contracts 2019, "The 'Neutral' Neutral"; (1/2019) ABA 2019 Forum Mid-winter Meeting Perspectives from the Mediator and Coverage Counsel, "Claims and Disputes Against a State or Local Government Owner: A Brief Discussion of Salient Points Related to Public Projects that Construction Attorneys Should Know"; (12/2018) PLI Institute's Building Better Construction Contracts December 2018 Seminars, New York, NY "Above All, Do No Harm: The Mediator's Ethical Obligation to Both the Parties and the Professions"; (2018) Construction Super Conference 2018 Las Vegas, NV, "Evidence in Arbitration: From the Arbitrator's Perspective Arbitration Hearing – 'Burn Rates' – 'Time really is money – don't waste it"'; (10/2013) ABA, Forum on the Construction Industry, "Fundamentals of Construction, Second Edition, Chapter 2 - The Design Professional"; (9/2013) ABA Forum on the Construction Industry, Construction ADR Handbook Chapter 32 - "The Design Professional's Perspective on ADR"; (9/2009) DePaul University Law School, Arbitration Symposium Chicago, IL "Whither Arbitration – What Can Be Done to Improve Arbitration and Keep Out Litigation's Ill-Affects?".

**SPEAKING ENGAGEMENTS:** (4/11/24) ABA Forum on Construction Law 2024 Annual Meeting, New Orleans, Plenary 4: "The Art of Cross Examination", with John Heisse and Karen Layng; AAA 2023 Annual Panel Conference - "Discovery Best Practices for Construction"; (2/24/23) Chartered Institute of Arbitrators, North American Branch, "Ask the Arbitrator: "Best Practices in Commercial Arbitration-Tips from Leading Arbitrators and In-House Counsel"; (10/15/22) College of Commercial Arbitrators 2022 Annual Meeting - "The Managerial Arbitrator: A Dialogue about Tips and Techniques to Address Cutting Edge Issues"; (6/9/22) AAA 2022 Construction Conference, "Don't Get Lazy with Your Downstream Contracts – Consolidation and Joinder in Construction Disputes"; (12/7/2021) Construction Super Conference 2021 Orlando, FL, "S13 AAA - How did you like your last construction litigation? Why is arbitration different than litigation?", with Michael Marra, John Carpenter, Esquire, Stephen Seeger, Esquire and Wendy Venoit, Esquire; (11/19/21) Georgia Institute of Dispute Resolution, 28th Annual ADR Institute, "Professionalism in Arbitration"; (10/1/21) The

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College of Commercial Arbitrators Presents: "Using the Pre-Hearing Conference to Win Your Commercial Arbitration"; (9/29/21) ABA Forum on Construction Law, 2021 Denver Regional Conference, "Schedules and Delays, Contract Changes and Differing Site Conditions"; (5/20) "Special Powers of Commercial Arbitrators", ABA Dispute Resolution Section, 2020 Virtual Spring Conference Webinar. (3/2020) The Construction Lawyer, Winter Edition, "Claims and Disputes Against State or Local Government Owner: What Construction Attorneys Should Know", Kelli Gross, Esq., L. Tyrone Holt, Esq. and James F. Butler, III, Esq.; (12/19/2019) Construction Super Conference 2019, Rancho Palos Verde CA, "S31 In Search of Neutrality: Ethical Questions for Neutrals and for the Advocates Who Select Them", with David Waddell, ProActive Arbitration, Sara Beiro Farabow, Partner, Seyfarth Shaw LLP; (12/17/2019) (2/1/2019) ABA, Forum on Construction Law, 2019 Mid-winter Meeting, Los Angeles, CA, "Plenary 5 - Litigating Public Construction Cases: You Can Handle the Truth!".

<b>Citizenship</b>	United States of America										
<b>Languages</b>	English										
<b>Compensation:</b>	<table><tr><td>Hearing:</td><td>\$620.00 per hour</td></tr><tr><td>Study:</td><td>\$620.00 per hour</td></tr><tr><td>Cancellation:</td><td>\$6,000.00 per day</td></tr><tr><td>Cancellation Period:</td><td>30 days</td></tr><tr><td>Comment:</td><td>The Arbitrator's "study" time rate includes but is not limited to time incurred for case review, preparation, award writing, communications with co-arbitrators, coordination w/AAA admin, budgeting/financial review of panel/arbitrator fee, and preparation of cost and fee estimates. Charges for all out of pocket costs and expenses incurred in connection with the provisions of the Arbitrator's services, including without limitation, duplication, computerized legal research charges, telecommunication toll and long distance charges; all travel, meals, lodging, mileage at the IRS approved rate, parking, incidentals and other out of pocket expenses incurred in connection with the arbitration. A cancellation fee will be charged when any scheduled hearing is cancelled or continued (postponed) and written notice</td></tr></table>	Hearing:	\$620.00 per hour	Study:	\$620.00 per hour	Cancellation:	\$6,000.00 per day	Cancellation Period:	30 days	Comment:	The Arbitrator's "study" time rate includes but is not limited to time incurred for case review, preparation, award writing, communications with co-arbitrators, coordination w/AAA admin, budgeting/financial review of panel/arbitrator fee, and preparation of cost and fee estimates. Charges for all out of pocket costs and expenses incurred in connection with the provisions of the Arbitrator's services, including without limitation, duplication, computerized legal research charges, telecommunication toll and long distance charges; all travel, meals, lodging, mileage at the IRS approved rate, parking, incidentals and other out of pocket expenses incurred in connection with the arbitration. A cancellation fee will be charged when any scheduled hearing is cancelled or continued (postponed) and written notice
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of same is received by the Arbitrator within 30 days of the first scheduled hearing day. The fee is \$6,000.00 for each scheduled hearing day that is cancelled or continued. In any event, where there is a cancellation, postponement or continuance within thirty (30) days, (in addition to all applicable cancellation fees), the Arbitrator will also charge for all actual out of pocket fees, costs and expenses, such as duplication, computerized legal research, long distance, mileage, parking, travel, meals and lodging for out of town travel and study time that have been incurred. Customary and available supporting documentation will be provided for all fees, costs and expenses. In all cases, duplication/reproduction costs and charges will be charged where such costs and charges are incurred as a part of the Neutral's services. Travel time outside of the Denver, Colorado SMSA, is charged at 50% of the Arbitrator's applicable standard hourly rate, on a "portal to portal basis", except that no charge is made for travel time between the U.S. Mainland and Hawaii or the Caribbean Islands.

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