



AAA Mediation.org™

**FN-18681 MN-18681 LN-18681**

**Golden Valley, Minnesota**



**Current Employer-Title**    Isenberg & Associates Architects – Owner  
Isenberg ADR – Owner  
University of Minnesota, College of Design and Construction Management – Adjunct Assistant Professor

**Profession**    Architect - Architecture and Interior Design; Mediator, Arbitrator, Consultant; Adjunct Assistant Professor

**Work History**    Owner/Principal, Isenberg + Associates Architects, 1993 – Present; Adjunct Assistant Professor, University of Minnesota College of Design, 2002 – Present; Principal, Helgeson Desnick Isenberg, 1991 – 1993; Principal, Architecturestudio Desnick & Isenberg, 1987 – 1991; Project Architect, The Leonard Parker Associates, 1983 – 1986.

**Experience**    Twenty-eight years' experience as a practicing architect, most of them as a principal and owner of firm. General practice includes experience in most project types, both residential (50%) and commercial (50%) with budgets over \$6 million. Clients encompass the private and public sectors including commercial, medical, residential, governmental (Department of Transportation and Department of Military Affairs), institutional, religious, and non-profit groups. Experienced in all phases of architectural practice from marketing and contracts through the design, construction document, project management, and contract administration phases of project delivery. Invited facilitator for joint education workshop series titled, "Cooperative Design: Helping Architects and Engineers Work Together." Has held numerous leadership positions on various committees of AIA Minnesota, including State Convention Chair, Website Chair, President Minnesota Architectural Foundation, Practice/Education and Programs Committee member. Recipient of AIA Minnesota Presidential Leadership Citation in 1997 and 2000. Adjunct faculty member, University of Minnesota College of Architecture and Landscape Architecture teaching courses on Professional Practice, Integrated Practice, and Owners Perspective Project Delivery.

**Mediator Experience**    Served as mediator on 20 design and construction cases; seven between owners and contractors including residential design/builders with claims to \$150,000; six between contractors and subcontractors with claims to \$120,000; three between school districts or municipalities and contractor/subcontractors with claims and counterclaims to \$150,000; two between owners and architects with claims to \$160,000; one case between two owners of a duplex improvement project

with claims of \$200,000; and one case between homeowner and insurance company on water intrusion damages. Served as mediator for two design firm partnership dissolutions and one real estate partnership dissolution. Consulted by telephone or selected as mediator on 24 other cases with claims to \$200,000 including multi-party and complex cases which either settled before the scheduled mediation session or never proceeded.

## **Representative Issues Handled as a Mediator**

Design and construction cases mediated include the following issues: professional fee disputes, interpretation of contract document language, use of architect's documents, defective work, change order claims and disputed amounts, cost overruns, schedule overruns and delay damages, double invoicing for work performed, requests for equitable adjustments, accelerated schedule calculations, prolonged equipment utilization, extended general conditions and home office overhead, labor inefficiency calculations, parking lot design defects, landscape material calculations, plant replacement and selections, professional negligence and standard of care, general contractor/subcontractor allowable construction tolerances, water intrusion and mold damage caused by various construction elements (EIFS, windows, flashing, etc), storm water runoff damages to adjacent properties, municipal permit approval process, latent defects and responsibility, delivery and fabrication of subcontractor materials, HVAC, lighting and electrical quality of work and remediation, defective fireproofing and acoustical systems repair, defective roofing, owner supplied material and post occupancy design changes and manufacturer's discounts.

## **Mediator Style & Process Preferences**

Mediation provides a last opportunity for self-determination of the outcome by the parties themselves, as well as the possibility for negotiating creative solutions unavailable through arbitration or litigation. The mediator's task is to help navigate the parties through this process by any number of means including facilitation and evaluation/assessment based on the mediator's industry specific knowledge and professional expertise and judgment. A mediator must always listen for opportunity, be patient and steady, yet tenacious in a commitment to stay with the process through all its expected hurdles, and when appropriate use humor to remind everyone of their humanity. A steady stream of tough questions during private caucus can be expected (generally the parties are not together for more than an opening statement by the mediator which provides an opportunity to address any questions a party might have about the process). Construction projects usually begin as a honeymoon in "good faith and fair dealing" but somewhere along the line trust and communication and the ability to negotiate with the other party has broken down. Mediation is a time to consider and focus on what is now reasonable rather than only on what is "right" in the minds of each party. The pre-mediation period is critical in preparing the parties and their advocates for what is expected. Attorneys must be prepared and have their clients prepared to negotiate, otherwise there is little chance to succeed. A mediator must be prepared by requesting and reading thoroughly material sent to them about the case. I recommend a private confidential telephone conversation with each party prior to the session to help prepare the groundwork for the session, gauge the possibility of success, manage expectations and establish a rapport before we meet in session. There is no reason to waste valuable time and money on fishing expeditions by either party. Of course, the confidential and voluntary nature of mediation must be respected at all times.

## **Education**

Colgate University (BA 1972), University of Minnesota (M-Arch 2002).

## **Professional Licenses**

Registered Architect: Minnesota (#19352), 1987.

## **Professional Associations**

American Institute of Architects (Practice Management Professional Interest Area); American Institute of Architects Minnesota (Minneapolis Chapter).

## **Recent Publications & Speaking Engagements**

Co-creator and producer, "When Dream Becomes Nightmare; Exploring the Dynamic Relationship Between Architect, Client, and Builder," Symposium: Architecture and Psyche, Weisman Art Museum, Minneapolis, October 2002.

SPEAKING ENGAGEMENTS: "Case Study Methodology; Bridging Practice and Education," AIA Minnesota Convention Program, Minneapolis, November 2004; "Licensure, Practice and the Value of an Architectural Education," American Institute of Architects Minnesota Convention Program, Minneapolis, November 2003; "Avoiding the Project from Hell," IMS Home Show, Minneapolis, February 2003; "Dispute Resolution through Mediation and Arbitration," Minnesota Society of Professional Engineers; co-speaker, "Arbitration: Options and Strategies," American Institute of Architects Minnesota Continuing Education Program, May 2001; "Mediation or Arbitration? What, How, and Why?" National Association of Remodeler's Industry (NARI) Symposium, March 2001; facilitator for six-part workshop, "Cooperative Design; Helping Architects and Engineers Work

Together," American Institute of Architects Minnesota and Consulting Engineers Council Minnesota, September/October 2000; speaker, "ADR: Lessons from the Trenches," American Institute of Architects Minnesota Continuing Education Seminar Series, February 2000; guest speaker, "Mediation/Arbitration and ADR," Professional Practice Class, University of Minnesota, 1999, 2000; guest speaker, "Partnering" William Mitchell School of Law, 1999, 2000; "Mediation, Arbitration, or Here Comes the Judge,," American Institute of Architects Minnesota State Convention November 1996.

<b>Mediation Rate</b>	\$300 Per Hour
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Golden Valley, MN

The AAA's Rules provide the AAA with the authority to administer a mediation including, mediator appointment, general oversight and billing. Accordingly, mediations that proceed without AAA administration are not considered AAA mediations, even when the parties select an mediator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual mediator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in a mediator's resume. If you have any questions about a mediator's experience or background, you are encouraged to contact your case manager.

Mediators on the AAA Roster are not employees or agents of the AAA.