



AAA Mediation.org™

**FN-4726229 MN-4726229 LN-4726229,
Esq.**

Houston, Texas

Current Employer-Title Strategic Construction, Ltd. - President

Profession Construction Executive, Attorney, Mediator, Arbitrator

Work History President, Strategic Construction Ltd., 2014–Present; Vice President/General Counsel, Hill & Wilkinson General Contractors, 2011–2014; Shareholder, Ford Nassen & Baldwin P.C. (n/k/a Peckar Abramson P.C.), 2001–2011; Project Manager, Dynamic Systems Inc., 1999–2000.

Experience Experience totaling over 20 years as a construction professional and attorney with extensive experience in transactional and dispute resolution matters. Current duties include executive and financial management responsibility for commercial and multi-family construction operations of general contractor with over \$150MM in annual revenue operating in Texas and surrounding states.

Served as Vice President/General Counsel for an ENR Top 200 commercial general contractor with over \$400MM in annual revenue. Included executive oversight of legal, risk management, safety, contract administration, HR, IT and finance/accounting departments. Direct management responsibility of seven department heads and over 40 employees. Executive management responsibility of all corporate and administrative functions of company as part of executive team.

Practiced construction law as a shareholder with the largest multi-office boutique construction law firm in Texas for over 10 years. Legal representation of clients involved in the construction industry including owners/developers, sureties, design professionals, general contractors, specialty trade contractors and suppliers. Emphasis on contract negotiation and early dispute avoidance and resolution in all forums and multiple jurisdictions.

Served as a Project Manager managing construction of turn-key, multi-million dollar mechanical systems for high-tech and commercial projects. Responsibilities included client meetings/coordination, estimating, scheduling, subcontract buyout, purchasing, submittals, contract administration, labor management, change orders, pay applications, and close-out documents.

Legal and professional experience includes construction defects, delay claims, contract disputes regarding performance, supplementation and termination, financial disputes regarding cost audits, change orders, etc., lien and bond claims, concealed and hazardous conditions, warranty claims, design versus construction errors, scope gaps, collection, factoring and bankruptcy related matters, personal injury and premises liability, partnership disputes regarding development and construction issues, insurance claims, coverage and subrogation issues related to personal injury and property damage, and all other matters related to construction and development.

Mediator Experience Extensive experience as an informal mediator and party advocate during business negotiations and ADR processes over a 20 year career as a construction professional and attorney. Involved in the resolution of every type of major construction dispute with amounts in controversy from \$10,000 to \$50MM including disputes in +15 states and all construction sectors (commercial, manufacturing, religious, civil, technology, governmental, multi-family, etc.). Extensive experience in various

project delivery methods (design-build, design-bid-build, construction management (at-risk or agent) and all major construction contract types. Demonstrated history of helping companies as outside counsel, general counsel and/or as an interested party in finding creative solutions to disputes while maintaining project/contract commitments and avoiding protracted litigation.

Representative Issues Handled as a Mediator

Informal mediation experience includes resolution of issues related to:

Change order/extra work claims.
Delay claims for extended general conditions and/or liquidated damages.
Design errors and omissions and resulting cost increases and/or construction defects.
Termination and/or supplementation disputes related to non-performing subcontractors and/or suppliers.
Construction defect claims and resulting correction costs and damages.
Lien and claim issues regarding defaulted contractors and subcontractors, including related bankruptcy issues.
Partnership/profit disputes between or among construction companies, affiliates, and/or subsidiaries.
Insurance disputes regarding coverage, claim responsibility, subrogation rights, etc. related to personal injury and property damage.

Mediator Style & Process Preferences

Dispute resolution can be a costly proposition and detract from the ongoing business concerns of the parties. Repeat players and relationships are often involved in the construction industry. Those relationships may be impacted, and the parties may be confronted with broader reputation risk in a tight-knit industry.

Mediation provides an early opportunity to consider all risks and bring the actual dispute to an acceptable conclusion. The parties may consider creative resolution options and are afforded more control of the ultimate outcome. Even if the mediation is unsuccessful, it still allows for early case assessment and investigation of respective positions outside of traditionally limited legal mechanisms. It can also be a positive step towards a conciliatory or more collaborative approach going forward with formal dispute resolution. Mediations can begin a dialogue and establish a framework for later resolution by agreement.

The mediator's role is to facilitate resolution while respecting the parties' positions and concerns. The mediator must invest the time and effort to gain sufficient understanding of the dispute and underlying facts to effectively communicate with the parties. The mediator's role is not to steer or change the outcome, but it does involve challenging the parties on positions and helping them to consider the value they place on aspects of the dispute relative to the positions of other parties and possible favorable or unfavorable outcomes.

The life cycle of litigation does not provide many opportunities to step back, consider options and take control. Sunk costs on attorneys, experts, internal personnel, etc. can create a financial impediment to resolution after a certain point. As mediation participants, the parties must approach the mediation with open minds and be prepared to candidly and honestly weigh all considerations of going forward versus resolution. It may necessarily involve compromise whether emotional, financial or otherwise. The parties must ultimately determine their own course, but are expected to also invest the time and effort in the mediation process to effectively do so.

Education

Southern Methodist University Law School (JD, Cum Laude-2003); Texas A&M University (BS, Construction Science, Cum Laude-1999)

Professional Licenses

Admitted to the Bar: Texas (2003); all Texas Federal District Courts.

Board Certified Construction Lawyer, Texas Board of Legal Specialization, 2016; Associate Constructor Certification, American Institute of Constructors, 1999.

Professional Associations

Construction Lawyers Society of America, Fellow, 2017; Dallas Bar Association – Construction Law Section, Council Member 2010 – 2012, Officer 2013 – 2014, Chairman 2017

Recent Publications & Speaking Engagements

Guest Lecturer – Contractual Liability Coverage & Exclusions; Marsh-McLennan Agency, 2016;
Guest Lecturer – Hurricane Harvey: Managing a Disaster on Your Construction Project, 2018;
Texas A&M University, Construction Law I – Undergraduate; Co-Presenter – In-House Counsel – Groundhog Day: Moving Past Hackneyed Contract Negotiations, State Bar of Texas Annual

Construction Law Conference, 2019; Guest Lecturer – Law & Construction Collide: Understanding & Navigating Construction Contract Risks, 2019; Texas A&M University, Construction Law I – Undergraduate.

Mediation Rate	\$400 Per Hour
Languages	English
Citizenship	United States of America
Locale	Houston, TX

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.