



AAA Mediation.org™

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Greensboro, North Carolina



Current Employer-Title Conner Gwyn Schenck, PLLC – Partner

Profession Attorney

Work History Partner, Conner Gwyn Schenck PLLC, 1999 – Present; Partner, Patton Boggs L.L.P., 1988 – 1999; Partner, Foster Conner Robson & Gumbiner, 1983 – 1988; Partner, Turner Enochs & Sparrow, 1977 – 1983; Partner, Block Meyland & Lloyd, 1972 – 1977.

Experience Practice involves construction law, representing clients in completing various types of projects. These projects include schools, power plant, sports arenas, regional shopping mall, golf courses, health care facilities, student housing, residential apartments, water treatment and distribution systems, hospitals, office buildings, transportation facilities, manufacturing and industrial facilities, multi-state fiber optic cable installation, water aqueduct pumping stations, roadway excavation and construction (including arctic conditions) and shallow water island and slope protection design and construction. Handles claims and disputes related to design/build, multi-prime, CM at-risk and agency, acceleration and delay, site conditions, termination, contractor default, contract interpretation and performance, change orders, design, EIFS, and workmanship problems. Clients include private commercial and residential owners, local governments, prime contractors, public authorities, subcontractors, construction managers and design professionals. Experienced in representing consumers as well as builders in the design and construction of residences and related disputes.

Mediator Experience As a North Carolina certified Superior Court Mediator and AAA mediator, from 1992-Present, has averaged 20 mediations per year. Mediations have included all varieties of business disputes, with emphasize on construction disputes - owner/contractor, owner/architect, contractor/architect, contractor/subcontractor - for all types of projects, including industrial, power, heavy civil, commercial, institutional, and residential. Served as a mediator in: 50+ state and local construction contract disputes between contractors; 20+ construction contract disputes between owner and contractor; 30+ commercial construction contract disputes; 20+ defective construction cases in heavy construction, institutional construction, commercial construction and residential construction; and miscellaneous other cases involving employment contracts, real estate contracts, commercial sales, land use disputes, and torts.

Representative Issues Construction cases have included the following issues: design/build responsibilities and liability;

Handled as a Mediator	compensable, excusable and concurrent delays; water intrusion; the applicability and scope of the economic loss rule; design errors and omissions; scope gaps; interpretation of performance specs and conflicting design specs/drawings; owner interference; bid discrepancies and bid mistakes; personal injuries and insurance coverage (GL and Builders' Risk); unforeseen conditions claims; delay claims; acceleration and mismanagement claims; wrongful termination claims; and various commercial and real estate disputes.
Mediator Style & Process Preferences	I consider it my job to be energetic and to keep a conference going until the parties either reach a written settlement, or I perceive that every proposal that either party wishes to make has been revealed and communicated to the other party or parties. Ideally I get the parties to share all of the issues with me, before spending a lot of time trying to determine which issue is most important, so that I can form my own opinions about which issues require the most attention. I try not to impose my opinions or recommendations on the parties, but I do like to be pro-active and to urge them to objectively evaluate their alternatives to a negotiated settlement, and to seriously consider every option presented by the other parties in the conference. My main objective in every conference is to get the parties to articulate alternatives to litigation, and make settlement proposals. To succeed, I believe that I have to be a good listener and a good questioner, and I have tried to cultivate that behavior. To succeed, I have to get the parties to engage in a dialogue about the issues and the alternatives to litigation, and I try to foster and facilitate that dialogue.
Education	University of North Carolina (JD-1973); Guilford College (BA-1970)
Professional Licenses	Admitted to the Bar: North Carolina, 1973; U.S. District Court: Western, Middle and Eastern Districts of North Carolina; U.S. Court of Appeals, Fourth Circuit
Professional Associations	American College of Construction Lawyers (Fellow; Board of Governors); Construction Management Association of America (General Counsel); American Bar Association (Forum on Construction Industry; Design/Build and Construction Management Committee, Chair); North Carolina Bar Association (Construction Law Section, Founding Council Member); North Carolina Bar Association; Greensboro Bar Association.
Recent Publications & Speaking Engagements	Co-author, DESIGN PROFESSIONAL AND CONSTRUCTION MANAGER LAW, American Bar Association; co-author, CONSTRUCTION AND DESIGN LAW, Michie Company; THE LAW AND PRACTICE OF COMMERCIAL ARBITRATION IN NORTH CAROLINA, Duke University Law School Press; author, chapters concerning lien law and public contract claims in North Carolina in books published by Wiley Construction Law Publications; chapter on safety, STANDARD HANDBOOK OF HEAVY CONSTRUCTION, McGraw-Hill; law review articles and papers on various construction law topics in connection with North Carolina and South Carolina Bar Association seminars; papers in connection with construction industry association meetings and seminars.
Mediation Rate	\$425 Per Hour
Languages	English
Citizenship	United States of America
Locale	Greensboro, NC

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.