



Andrew W. Manuel ,Esq.
St. Louis, Missouri



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Current Employer-Title

UB Greensfelder, LLP – Partner

Profession

Attorney

Work History

Attorney, UB Greensfelder, LLP, 2024 - Present; Attorney, Greensfelder Hemker & Gale P.C., 1994 – 2023; Project Manager, Brown & Root Inc., 1984 – 1994.

Experience

Over 30 years of construction law experience including multi-party litigation/alternative dispute resolution and contract preparation. Issues include contract termination, scheduling and delays, loss of productivity, defective design, defective workmanship, differing site conditions, and extra work claims. Past Construction Practice Group Leader for law firm for over twelve years. In addition, ten years of work experience as a professional engineer working for a large international engineering/construction company. Significant construction projects include serving as project manager for the design and construction of over \$50 million in environmental modifications to existing refinery; serving as project engineer for the design of new polypropylene plant; serving as project engineer/mechanical engineer for the design and construction of rehabilitation and modification of existing ethylene plant; serving as mechanical engineer for the design and construction of new copper processing plant; and serving as mechanical engineer for the design and construction of three offshore oil and gas platforms and onshore processing facility. Mechanical engineering experience in design of piping systems, rotating equipment (pumps and compressors), and fabricated equipment (pressure vessels and heat exchangers). Project management experience

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Neutral ID: 151291

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

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

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includes engineering management, on-site engineering management, scheduling, cost accounting, estimating, and change orders.

Alternative Dispute Resolution Experience

Arbitrator for the following matters in which hearings were held: six panels (a three week arbitration involving termination of EPC contractor of private toll bridge with over \$140 M in dispute, nine-day arbitration involving condominium design/construction defect claims with over \$7 M in dispute, a seven-day arbitration between refinery owner and contractor with over \$7 M in dispute, a five-day arbitration between international food manufacturing owner and contractor with over \$5 M in dispute, a four-day arbitration between private student housing developer and contractor with over \$12 M in dispute, a two-day arbitration involving hotel design/construction defect claims with over \$1.5 M in dispute), sole arbitrator for five multi-day arbitrations, fourteen one-day fast-track arbitrations, and one med/arb proceeding. Also arbitrator for twenty-three AAA Rule 7 Consolidation/Joinder matters. Also selected as arbitrator for numerous matters settled before hearings. Also involved in the following recent significant matters as advocate: arbitration of over \$25 M damages for pipeline contractor in Texas; arbitration of over \$9 M damages for design/build contractor for pharmaceutical plant in Ohio; arbitration of over \$6 M damages for general contractor involving senior living facility in North Carolina; mediation of over \$10 M damages for general contractor involving pet food plant in Georgia; litigation/mediation of \$100 M damages for structural steel fabricator/erector involving NFL stadium; arbitration of \$6 M damages for Illinois refinery owner against contractor involving claims of alleged unpaid reimbursable work and lost business value by contractor; mediation of \$12 M damages for mechanical design/build subcontractor against general contractor for Florida beef slaughter/processing facility project involving alleged defective HVAC, refrigeration and water systems; litigation/mediation of \$6 M damages for terminated general contractor for St Louis flood cut-off wall project; litigation of \$50 M damages for terminated contractor for Atlanta sewer rehabilitation project involving claims of defective work, false billings and delay (settled by negotiation); mediation of \$4 M damages for design/build corrosion protection contractor for petroleum storage tank facility in Las Vegas; mediation of \$1 M damages claim for Montana refinery owner against pressure vessel fabricator involving defective welding and non-destructive testing (NDE); arbitration (four weeks) of \$150 M disputed claims for terminated design/build contractor for California hospital project involving disputed design and construction claims; bifurcated arbitration hearings for large Louisiana equipment fabricator of over \$20 M of disputed claims involving design errors, extra work, construction workmanship, delay, marine transportation and contractual insurance coverage; mediation/arbitration of \$125 M in disputed claims for large international EPC firm working as construction manager for two public projects in Las Vegas involving design errors, construction workmanship, termination and delay issues; mediation/litigation (100 day jury trial) of \$100 M in disputed claims for terminated design/construction management joint venture involving public rail transportation project in St. Louis. Have

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also handled disputes throughout the United States for projects involving condominiums, senior living facilities, office buildings, hotels, retail shopping centers, airport, a publicly-funded cemetery, power plants, cement plants, a slag granulation facility in a steel mill, water treatment plants, a data center, environmental site soil remediation, and a brewery. Involved with several appellate matters involving the enforcement of arbitration awards.

Education

University of Houston (JD, magna cum laude-1994; BS, Mechanical Engineering, cum laude-1984).

Professional Licenses

Admitted to the Bar: Missouri (1994), Illinois (1995). Professional Engineer: Texas #66264 (1989); LEED Green Associate (2010-inactive).

Professional Associations

American College of Construction Lawyers (Class of 2021); Meritas (Past Board of Directors); Bar Association of Metropolitan St. Louis (Construction Law Committee, Past Co-Chair); American Bar Association (Forum on the Construction Industry; Division 3 member); Missouri Bar Association; Illinois Bar Association; American Society of Mechanical Engineers; Engineers' Club of St. Louis; Associated General Contractors of America; Building Subcommittee for Webster Groves School District Board (Past Member); St. Louis Zoo (Building Subcommittee Past Member).

Recent Publications & Speaking Engagements

"Less than Perfection: Demystifying The Standard of Care For Design Professionals", ABA Forum on Construction Law, Fall 2024; "Construction Dispute Resolution", Guest Lecture - Missouri University of Science and Technology (Rolla), 2021 - 2025; "Missouri Construction Law Survey", Practical Law Institute, 2021 - 2025; "Anatomy of a Construction Dispute", Missouri Consortium for Construction Innovation, 2021; "Construction Law", St. Louis ASHRAE Chapter, 2018; "Debunking Myths of Arbitration and Mediation", St. Louis ACC Chapter, 2018; "Contract Termination and Dispute Resolution in Construction," National Business Institute, 2012; "How to Prevent the Potential Hazards of Green Design," Lorman, 2008; "Fundamentals of Construction Contracts," Missouri Bar, 2008; "Missouri Construction Law: What Do You Do When?," National Business Institute, 2005-2007; "You Can Pay Me Now, Or You Can Pay Me (More) Later?," Bar Association of Metropolitan St. Louis, 2006; "Everything You Need to Know About Mechanic's Liens," Bar Association of Metropolitan St. Louis, 2005; "A Practical Guide to Construction Arbitration," Bar Association of Metropolitan St. Louis, 2004; "Construction Claims," Bar Association of Metropolitan St. Louis, 2003; "Let's Make a Deal: Understanding Construction Contracts," The Bar Association of Metropolitan St. Louis, 2002; "Payment Issues on Construction Projects," The Bar Association of Metropolitan St. Louis, 2001; "Missouri Mechanics Liens," The St. Louis Bar Journal Issue on Construction Law, vol. XLVIII, no. 2., Fall 2001; "Advanced Construction Law in Missouri," National Business Institute, 2000.

Citizenship

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United States of America

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Languages

English

Compensation:

Hearing:

\$500.00 per hour

Study:

\$500.00 per hour

Cancellation:

\$2,000.00 per day

Cancellation Period:

3 days

Comment:

Travel time over two hours at study rate. Cancellation notice must be received by the Arbitrator at least seven calendar days prior to scheduled hearing to avoid cancellation charge. Any time for pre-hearing conferences with parties, motions or other pre-hearing time by Arbitrator prior to cancellation notice will be billed in addition to the cancellation charge.

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