



**CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC**  
**Specializing in Mediation & Arbitration**

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**AGREEMENT FOR CONSTRUCTION EXPERT SERVICES**

REVISED NOVEMBER 1, 2007

The parties to this agreement are \_\_\_\_\_(Clients)  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_ Contact person \_\_\_\_\_

and CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC (CDRS) of Santa Fe, New Mexico. The clients request that CDRS provide a professional expert (CDRS Specialist) in helping to resolve a construction-related dispute relating to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The proposed dates for the dispute resolution hearing or trial are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The proposed location of the dispute resolution proceeding is: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TERMS AND CONDITIONS**

- 1) The clients shall select a CDRS Specialist from the CDRS Specialist Directory with the assistance of the CDRS case administrator or may request that the CDRS case administrator select a CDRS specialist after reviewing the particulars of the case.
- 2) The CDRS case administrator shall contact the CDRS Specialist that was selected and will notify the clients on the availability of the CDRS Specialist. If

the selected CDRS Specialist has a conflict or is unable to render the requested services for any reason, the case administrator shall recommend a replacement CDRS Specialist, with the client making the final selection.

- 3) The client shall provide any and all information requested by the CDRS Specialist in a timely manner.
- 4) If a site visit is necessary prior to the dispute resolution session, a request shall be made at least two weeks prior to the requested date for the site visit.
- 5) At no time shall the clients, or any other party involved in the dispute, require the CDRS Specialist or any personnel of CDRS to be called as a witness in any subsequent legal proceeding relating to this dispute. If the CDRS Specialist or any personnel of CDRS should be required to testify in any subsequent legal proceeding through a subpoena or other legal means, the client shall be responsible to pay the costs incurred in resisting that request and/or any costs incurred if testimony is required of the CDRS Specialist or any CDRS personnel.
- 6) Fees and Costs shall be billed according to the most recent Fees and Costs schedule located on the CDRS website [www.constructiondisputes-cdrs.com](http://www.constructiondisputes-cdrs.com). That Fees and Cost schedule shall be attached to and become part of this agreement and shall remain in effect until the completion of the dispute resolution process. All sums due under the terms of this agreement shall be paid to Construction Dispute Resolution Services, LLC.
- 7) The fee for the CDRS Specialist shall be \$\_\_\_\_\_ per/hour plus applicable taxes with a minimum of five (5) hours to be billed.
- 8) A deposit of \$\_\_\_\_\_ shall be due and payable on or before \_\_\_\_\_.
- 9) The total final invoice for services rendered and related costs and expenses shall be due and payable 10 (ten) days form the date of the invoice.
- 10)The client executing this agreement shall be responsible for the payment of any fees and costs relating to this agreement.

### **ACCEPTANCE OF TERMS AND CONDITIONS**

Client \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Company \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_