



CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC
Specializing in Mediation & Arbitration

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DISPUTE REVIEW BOARD AND
CONSTRUCTION SETTLEMENT PANEL
INITIATION AGREEMENT

Owner _____

Address _____

STREET

CITY

STATE

ZIP CODE

COUNTRY

Telephone _____ Fax _____

E-mail _____

Project Name _____

Project Location _____

CITY

STATE

COUNTRY

The Owner and Construction Dispute Resolution Services, LLC (CDRS) do hereby agree to the following:

OWNER RESPONSIBILITIES

1. The Owner will establish at least one Dispute Review Board (DRB) and/or one Construction Settlement Panel to service the above mentioned project.
2. The Owner will utilize CDRS to serve as the DRB and/or CSP administrating agency.
3. The Owner and General Contractor will select all DRB and CSP Members from the approved CDRS DRB Panel Members.
4. The Owner will provide the contact information about CDRS to all interested bidders.
5. The Owner will remit the appropriate DRB Formation Fee to CDRS along with a signed copy of this DRB and CSP Initiation Agreement.
6. The Owner will carry out the duties and responsibilities as specified in the DRB and/or Agreement and related documents.
7. The Owner will follow the "CDRS DRB and or CSP Rules and Procedures" in effect on the date of the signing of the DRB or CSP Agreement with the General Contractor.
8. The Owner will follow the "CDRS Mediation Rules and Procedures" and/or the "CDRS Arbitration Rules and Procedures" in effect on the date of the signing of the DRB and/or CSP Agreement with the General Contractor, if applicable.

9. The Owner will provide CDRS with the name and address of the General Contractor after the bid has been awarded to the General Contractor.

CDRS RESPONSIBILITIES

1. CDRS will provide a DRB Administrator to oversee the activities of the DRB and/or CSP. CDRS and the DRB and/or CSP Administrator will provide administrative services including but not limited to:
 - a. Assisting the Owner with the selection of the type of and composition of the DRB and/or CSP .
 - b. Assisting the Owner with the selection of the ADR procedures to be followed by the DRB or CSP Member, if applicable.
 - c. Assisting the Owner with the selection of the Parties to be involved in the overall activities of the DRB and the CSP.
 - d. Providing project bidders with an estimate of the costs of the DRB and/or CSP.
 - e. Assisting the Owner and the General Contractor with the selection of the DRB and/or CSP Members from the CDRS DRB Panel Members.
 - f. Providing the Parties with a portfolio containing the photographs and bios of all of the DRB and/or Neutral Members along with copies or all documents and forms required to conduct the business of the DRB or CSP Member.
 - g. Assisting the Parties with the execution of the Member Agreements for all DRB Neutral Members and CSP Members.
 - h. Assisting the Parties with the execution of all ADR Agreements, if applicable.
 - i. Providing the Parties with all applicable documents necessary to conduct the business of the DRB and/or CSP.
 - j. Providing all Advisory Opinions, Mediations or Arbitrations as required.
 - k. Providing other administrative duties as required.
 - l. Providing the Parties with one monthly invoice for the fees and related expenses of the DRB and/or CSP Members.
 - m. CDRS will continue to provide DRB and/or related services for ____ months after the project has been completed, if applicable.

ACCEPTANCE

Owner _____ Date _____

Owner _____ Date _____

CDRS _____ Date _____