



CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC
Specializing in Mediation & Arbitration

4 Toro Lane,
Santa Fe, NM 87508

New Mexico: 505-473-7733
Fax Phone: 505-474-9061

Out of State: 888-930-0011
Email: cdrs@cdrsllc.com

Website: www.constructiondisputes-cdrs.com

SUBCONTRACTOR BINDING MEDIATION AGREEMENT

1. If a dispute develops between the General Contractor (GC) and the Subcontractor (SC) and it cannot be settled between them, the GC and the SC agree to submit to binding mediation to be conducted by and according to the rules of Construction Dispute Resolution Services, LLC, of Santa Fe, New Mexico. The process will begin with standard mediation and the GC and the SC shall make every effort to resolve disputed items with the assistance and direction of the mediator(s).
2. If the mediation efforts conclude without a total settlement resolution on all disputed items, a Settlement Agreement will be written to reflect the successfully resolved items, and signed by both the GC and SC. The Mediator(s) shall then render a decision on any of the disputed items that could not be resolved by the clients during the mediation. If a Settlement Agreement exists, the decision(s) of the mediator(s) shall be added to that Settlement Agreement and shall be signed by the GC and SC. If no Settlement Agreement exists, a new Settlement Agreement shall be written that reflects the decision of the Mediator(s) and shall be signed by the GC and SC. (If one of the Parties fails to sign that Settlement Agreement, that Settlement Agreement shall be binding on the Parties as a result of signing this Binding Mediation Agreement.
3. The GC and SC acknowledge that the Mediator(s) will be privy to certain personal, private, and confidential information that is volunteered by the GC and SC during the mediation session. The decision(s) of the mediator(s) may be due in part to this information.
4. The GC and SC agree to pay Construction Dispute Resolution Services, LLC the binding mediation fees according to the most current Construction Dispute Resolution Services, LLC Fees and Related Costs Schedule, which is due and payable at the conclusion of the binding mediation session.
5. Unless a written agreement specifies the allocation of the dispute resolution fees and costs, the GC and SC shall share the cost of the binding mediation process equally although personal attorneys and witnesses or professional experts and other specific expenses are the direct responsibility of each party.

ACCEPTANCE

By: _____
Signature – General Contractor (GC)

Print Name

Date: _____

Print Company Name

By: _____
Signature – Subcontractor (Sub)

Print Name

Date: _____

Print Company Name



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SUBCONTRACTOR BINDING MEDIATION AGREEMENT

By: _____
Signature – Subcontractor (Sub)

Print Name

Date: _____

Print Company Name

By: _____
Signature – Subcontractor (Sub)

Print Name

Date: _____

Print Company Name

By: _____
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Print Name

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