



CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC
Specializing in Mediation & Arbitration

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SUBCONTRACTOR BINDING MEDIATION ADDENDUM

The provisions of this addendum shall supersede all applicable provisions of the Agreement to Mediate.

1. The general contractor (GC) and the subcontractor (Sub) 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 Sub. 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 Sub. 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 Sub. (If one of the Parties fails to sign that Settlement Agreement, that Settlement Agreement shall be binding upon the Parties as a result of signing this Binding Mediation Addendum.)
3. The GC and Sub acknowledge that the Mediator(s) will be privy to certain personal, private, and confidential information that is volunteered by the GC and Sub during the mediation session. The decision(s) of the mediator(s) may be due in part to this information.
4. The GC and Sub 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.
5. Unless a construction contract or other written agreement specifies the allocation of the dispute resolution fees and costs, the GC and Sub 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

