



**CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC**  
**SPECIALIZING IN MEDIATION & ARBITRATION**

PO Box 8029  
Santa Fe, NM 87504

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

Out of State: 888-930-0011  
Email: [cdrs@cdrsllc.com](mailto:cdrs@cdrsllc.com)

Website: [www.constructiondisputes-cdrs.com](http://www.constructiondisputes-cdrs.com)

## **SUBCONTRACTOR MED-ARB 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 the 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 shall be signed by both the GC and Sub. The Mediator shall then declare the mediation session closed. The mediator shall then become an Arbitrator and shall conduct an arbitration hearing where the GC and Sub will have the opportunity to present their respective cases to the arbitrator. At the conclusion of the arbitration hearing, the arbitrator shall render an arbitration award on the issues that are handled by the arbitration or shall render the award within thirty (30) days if the arbitrator needs additional time to make a jobsite visit or to review the information that was introduced during the arbitration hearing.
3. The clients acknowledge that the Mediator/Arbitrator will be privy to certain personal, private, and confidential information that is volunteered by the GC and Sub during the mediation session. The Arbitrator's award may be due in part to this information.
4. The GC and the Sub acknowledge that the arbitration award is not generally subject to appeal and may be vacated only according to the provisions of the New Mexico Arbitration Act..
5. The GC and Sub agree to pay Construction Dispute Resolution Services, LLC the Med-Arb fees and costs according to the most recent Construction Dispute Resolution Services, LLC Fees and Related Costs schedule.
6. 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 Med-Arb 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 MED-ARB ADDENDUM**

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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Print Name

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature – Subcontractor (Sub)

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

Date: \_\_\_\_\_

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