



Finding a responsible way to say "yes."

☰ MENU

SureTec Mediation

This information is for those looking for information to aid in the selection of a mediator, and those considering utilizing the services of SureTec's primary Dispute Resolution Professional, Steve Nelson (mediation bio [here](#)). The information on locale, position statements and fees is general and may vary by case. Please contact [Steve Nelson](#) if you have any questions.

Background of Steve Nelson, Construction Industry Mediator

I practiced law in Dallas, Texas for twenty years, most of those at Winstead Sechrest & Minick, P.C., where I headed up their construction practice. In 1995, I became the CEO of Faulkner Construction Company, a large construction firm headquartered in Austin. While I was CEO of that company, I was part of executive management and General Counsel for sister companies involved in real estate development and the mechanical, stone & tile, road & bridge, and concrete pumping businesses. In 2001, I left Faulkner to join a long-time friend and client at SureTec Insurance Company, a national surety company and SureTec Information Systems, Inc., a construction financial services and risk consulting company. I enjoy mediating so much that we just worked it into our business plan. Click [here](#) for more information on SureTec.

I have been licensed as an attorney in Texas since 1976. I also hold licenses as a Property and Casualty Insurance Adjuster, Property and Casualty Agent, and Managing General Agent in Texas.

I am a Fellow of the American College of Construction Lawyers, and have previously chaired the Construction Law Sections of the State Bar of Texas, the Dallas Bar Association, and the Austin Bar Association. I also have been active in lobbying the Texas Legislature for legislation in the interests of the construction industry.

I have been mediating for thirty years. My initial training was with the Dallas Bar Association, U.S. Arbitration & Mediation, Inc, the American Arbitration Association, and the Advanced Mediator Institute. More recently, I have taken advanced training from the Association of Attorney-Mediators, International Academy of Mediators, and the Center for Public Policy Dispute Resolution at the University of Texas, where I am a Fellow and member of its Advisory Council. I am a Certified Mediator by the Association of Attorney-Mediators, a Credentialed Distinguished Mediator under the Texas Mediator Credentialing Guidelines, and meet all requirements for Texas court annexed mediation. I am an Adjunct Faculty member and teach a graduate level course at the University of Texas School of Civil Engineering on "Construction Industry Dispute Resolution & Avoidance."

I have mediated over 1000 construction cases. Most were multi-party, and about half involved a public owner or public project of some sort. Many were done before any litigation or arbitration had been commenced, and about half were done during some stage of the litigation process. Over 90% of the cases have settled at mediation; something I attribute more to the quality and professionalism of the advocates and the wisdom of construction industry businesspeople than I do to my own skill.

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My Mediation Style

If you were to dig into the literature available on the subject of mediation, you would find that some practitioners try to label mediation styles and processes as either “facilitative” or “evaluative.” All mediators, regardless of style, must remain impartial and neutral, but mediators adopt different approaches, methods, and styles to “facilitate” a resolution. While I will resist any definite label being applied to my approach to this process, I have found that a more evaluative process tends to produce better results in the resolution of construction disputes. To be effective with that style, I have found that there are several things I do that differ from those that a mediator handling a personal injury or family matter might do:

- ▲ My own review of underlying contracts, reports, deposition testimony and relevant, in addition to the advocates’ position papers, increases my ability to be effective in what I do.
- ▲ *Ex parte* communications between counsel, their clients, and me are encouraged.
- ▲ Before the opening session, I like to know the facts, positions, and settlement history of a dispute. Too many opening sessions have further polarized the parties when the mediator did not have the advance opportunity to counsel with the parties about a planned “scorched earth” opening presentation or surprise. More and more, I find it helpful to visit with the parties on large matters in advance of the date set for mediation.
- ▲ I favor long days over multiple days of mediation...one half of every day after the first is spent undoing “buyer’s remorse” that set in the night before.

While my style is more evaluative and more into the details of the dispute, I am not coercive or intrusive. I firmly believe that settlements must be made by the parties themselves. I will not attempt to impose, coerce, or force a settlement on the parties. I won't give up easily either.

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Conflicts, Impartiality and Bias

I will disclose to you all relationships, dealings, and prior contact with the parties, their counsel, and any principals, witnesses, experts, consultants, insurers, sureties, etc. you identify for me. If there is any relationship that precludes me from serving in an impartial and neutral manner, I will decline the assignment. If any of the disclosures raise questions that are not answered to your satisfaction, please let me know and I will withdraw.

Between business dealings between my companies and many construction companies, bar and trade association activities, and prior legal and dispute resolution engagements, it is rare that I have not had dealings with some or all of the counsel, experts, insurance carriers or parties in major construction disputes. Many contractors and subcontractors are either bonded by SureTec or have bonds written in their favor. I will not disclose those surety relationships, as many of those companies consider that relationship as confidential, unless I have been personally and directly involved in a claim or transaction that might create a true conflict of interest. It is my hope that those dealings will not always be viewed as a disqualifying factor, but as what they often prove to be: the basis for credibility that allows me to be more effective in the mediation process.

Compensation

I’m often asked, “Are you moonlighting, or do these fees go to SureTec?” My services are provided through, and all fees are billed and collected by, SureTec, in which I have an ownership position. While we have included these services in our business plan, I am still a full time Executive Vice President and General Counsel of SureTec, with responsibilities to oversee all claims and other management functions. As such, my time spent in third party mediations has to be balanced against our opportunities and my role in our surety and risk consulting business. While my fees are higher than most of the excellent full time mediators in Texas, my fees have as much to do with lost opportunities on other fronts as they do with the value of my services. It’s the only way I can justify my commitment to both roles. I know I will have priced myself out of the market for many mediation

opportunities. If the mediation fee is a determining factor in your selection of a good construction mediator, let me know and I will be happy to refer you to other very qualified mediators.

Mediation services are provided on a daily rate per party, unless other arrangements are made.

Number of Parties	Mediation Locale	
	Daily Rate for Houston, Austin, Dallas and Cities within 50 Miles of Each.	Daily Rate for Other Locations
2 Parties	\$3,500 Per Party	\$4,000 Per Party
3 Parties	\$2,500 Per Party	\$3,000 Per Party
4 Parties	\$2,000 Per Party	\$2,500 Per Party
5 Parties	\$1,600 Per Party	\$2,000 Per Party
6 or More Parties	\$1,500 Per Party	\$1,750 Per Party
Travel Time	Included in Daily Rate	Included in Daily Rate, unless locale necessitates travel during business hours on days preceding or following mediation.
Travel Expense	Included, unless multi-day or scheduled such that other business cannot be conducted, in which case, travel expense may be charged.	Billed extra.
Mediation Lunch for Participants	Box lunch/sandwiches generally included; catered or hotel/conference center lunches billed extra.	Box lunch/sandwiches generally included; catered or hotel/conference center lunches billed extra.
Pre-Mediation Consultation, Research, and Review of Position Statements	Typically included, up to two hours per party.	Typically included, up to two hours per party.
Post Mediation Consultation and Continued Settlement Efforts	Typically included, up to two hours per party; billed at \$500 per hour beyond that.	Typically included, up to two hours per party; billed at \$500 per hour beyond that.
Pre- or Post-Mediation Face to Face Meetings with Parties	Billed to individual parties incurring same.	Billed to individual parties incurring same.

Payments should be made to SureTec Information Systems, Inc. Our Federal Taxpayer ID Number is 76-0587786. Unless other arrangements are made, I look to counsel as the responsible party to pay all mediation fees and expenses.

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Location of the Mediation Session

I prefer that we meet in my office or in the offices of one of the counsel for the parties. Lawyer's offices tend to have the facilities and support to allow parties to conduct at least some other business during down times. The availability of legal secretaries familiar with the dispute to assist in documenting any agreement can also be a plus. Where a neutral site is required, I will make the necessary arrangements. I encourage the parties, however, to begin the settlement process by considering the economies of using one of their own available office facilities.

Scheduling

This is probably the hardest part of most mediations. I will do my best to accommodate your schedules. My assistant, Roni Seely, keeps my calendar and can give you tentative available dates. Her direct number is (972) 265-8130 and her email address is rseely@suretec.com. I prefer not to commit to a date until we know who all of the parties and their counsel are, and something about the dispute. If you would like for us to contact all parties about available dates, please furnish email (preferred) or fax numbers and we will do so.

Settlement Agreements

This probably goes without saying, but good practice requires that I advise the parties that they seek independent counsel, that what I am doing is not the practice of law, and that I am not giving legal advice when I ask questions or make suggestions in the course of mediation. Often, I find that it helps if I take a stab at a draft settlement document for use in the mediation process. I often ask the parties to each send me a draft settlement agreement before we meet. Whatever my role in the development of the initial text of such a document, each of the parties is responsible for their own review of the document by their chosen counsel. In the end, any settlement agreement is yours, not mine.

Position / Interest Statements

I want to know about the case before the day of mediation. Whether you want to do that with a phone call, letter, e-mail, formal position statement, etc. is up to you. I will also read depositions, expert reports, correspondence; pleadings, and anything that will help me better understand the dispute. You do not need to exchange these with the other parties. I will treat whatever you send as confidential. I have no deadlines to impose. Just remember that I cannot absorb a box of documents if you send them to me the night before we meet.

While you do not need to exchange position statements, you may find it helpful to exchange statements of your position. That's up to you.

Besides the background on the dispute, I would like to see:

- ▲ Your description of any settlement discussions that have taken place, including the history of any offers and counter-offers.
- ▲ Your description of what you think the other party's position is.
- ▲ Any observations you may have about who the decision makers(s) are for the other parties.
- ▲ Anything that you think will help me help you settle the case.

About a week before we meet, I would like for the parties to exchange a list of the persons who will be attending and their role in the dispute. This is an opportunity not only to see if we have enough room, but to flush out any problems with authority. If you feel that the other party is not bringing someone with the requisite authority, please call me to discuss.

I wish you every success in the resolution of your dispute.

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For more information on SureTec's dispute resolution and avoidance services, or to schedule a mediation, please contact Steve Nelson at (512) 330-1850 or by e-mail at snelson@suretec.com

Rules of mediation.

Agent Portal Login

Username:

Password:

[Forgot your username/password?](#)



