



DISPUTE RESOLUTION

13.1 **No Stoppage of Work or Payments.**

CONTRACTOR and the PROFESSIONAL shall make every reasonable effort to resolve any disputes peaceably and amicably. Accordingly, the parties agree that, so long as good faith efforts are being made to resolve any disputes or problems pursuant to this Article, there shall be no stoppage or delay of Work by the PROFESSIONAL and there shall be no interruption or delay of payments by CONTRACTOR in accordance with this Agreement.

13.2 **Private Discussion.** In the event of any dispute or controversy arising over the application or interpretation of this Agreement, the parties shall, upon the request of either party, promptly meet on an informal basis to discuss their differences. The meeting shall involve only those persons who are able to contribute to an understanding of the applicable facts. The parties shall exchange whatever documents are reasonable available to explain or support their position. They should identify the provisions of this Agreement being relied upon in making their case. The parties are encouraged to conduct the discussions at this level without counsel being present. If agreement is reached, the parties shall reduce their agreement to writing and shall incorporate that writing into the minutes of meetings between CONTRACTOR and PROFESSIONAL.

13.3 **Informal Mediation.** If, after good faith negotiations, the parties are unable to reach agreement on the issues in dispute, the matter may be referred to informal mediation. Either party may initiate this process upon the giving of a written notice to the other requesting informal mediation. The parties shall make strong and sincere efforts to utilize the mediation assistance of local persons who may be known and respected by the parties.

13.4 **Formal Mediation/Arbitration.** If the parties are unable to agree upon a mutually acceptable informal mediator, or if the informal mediation process does not produce an agreement and settlement of the controversy, then either side may, within fourteen (14) days after the request for informal mediation, make written notice to the other requesting formal mediation. Any claim or dispute arising from or related to this Agreement shall then be settled by formal mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker® Ministries (complete text of the Rules is available at www.hispeace.org). Judgment upon an arbitration decision may be entered in any court having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

13.5 **Multiparty Proceeding.** CONTRACTOR and PROFESSIONAL agree that all consultants, subcontractors and other parties providing services or furnishing materials in connection with the Project shall be required, if applicable to the dispute, to participate in any arbitration proceeding initiated under the terms of this Agreement. The parties agree that these dispute resolution procedures shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution procedures.

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