

ARTICLE 17

DISPUTE RESOLUTION

17.1 This Article 17 is intended to govern all disputes between Owner and Construction Manager. The parties agree that any civil action seeking to enforce rights under the Contract Documents shall be initiated solely in the Superior Court of Lowndes County, Georgia, and Construction Manager expressly waives any right to assert diversity or other jurisdiction in federal court, or to assert jurisdiction in any other state court or in any other state.

17.2 Construction Manager and Owner agree that, before any dispute hereunder becomes a Claim which is subject to the terms of this Article 17, they shall cooperate in good faith to resolve the dispute and utilize, to the extent practical under the circumstances (including the necessity of an expedited decision on the matter in question), to use alternative means of dispute resolution.

17.3 "Claim" as used in this Article have the meaning provided in Paragraph 1.1.8. Only Claims made in writing by Notice in accordance with Paragraph 19.9 shall be valid; all other Claims of any nature are expressly waived.

17.4 Notice of a Claim by Construction Manager must be delivered to Owner within twenty-one (21) days after Construction Manager first observes, or through the exercise of reasonable diligence could have observed, an occurrence circumstance, or condition giving rise to such Claim. Claims must be submitted in writing, even if the Claim is allegedly based on a previous oral or written statement by Owner. An additional Claim made after the initial Claim has been implemented by a Change Order will not be considered unless submitted in a timely manner. Any Claim not made in strict accordance with the terms of this Article 17 shall be deemed waived by Construction Manager. Construction Manager acknowledges and agrees that Owner can only waive the requirements of this Article 17 by Notice that specifically makes reference to this Paragraph 17.4 and that Construction Manager cannot rely on any oral statement or course of dealing to the contrary.

17.5 In connection with the submittal of a Claim, the parties agree to attempt to resolve the dispute utilizing the procedures set forth in this Article 17.

17.6 If a Claim by Construction Manager exceeds fifty thousand dollars (\$50,000.00), then Construction Manager shall submit with the Claim a certification that: the Claim is made in good faith; supporting data are accurate and complete to the best of Construction Manager's knowledge and belief; and the amount requested accurately reflects the adjustment Construction Manager believes should be authorized. The certification shall be executed by a senior official of Construction Manager in charge of the Project or an officer or general partner of Construction Manager having overall responsibility for the conduct of Construction Manager's affairs.

17.7 Duly appointed representatives of Construction Manager and Owner shall meet at least once in person to attempt to resolve any Claim. If the Claim is not resolved promptly, Owner may give such written instructions as are necessary for the proper performance by Construction Manager and to prevent delays pending settlement of the dispute. Construction Manager shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any Claim the party may have. If it is subsequently determined that instructions given pursuant to this Paragraph 17.7 were in error or at variance with the Contract Documents, the GMP shall be increased by the amount of the Cost of the Work incurred by Construction Manager in carrying out the portion of the Owner's instructions which was beyond the obligations of the Construction Manager under the Contract Documents.

17.8 If the Claim is not resolved by the representatives of Owner and Construction Manager within ten (10) days of a Notice by either requesting a meeting, then Construction Manager and Owner shall each designate a senior executive (with similar or equivalent organizational stature) who shall not be personally involved in the Project and who shall have no direct responsibility for the administration of this Agreement. Each designated senior executive