

SUGGESTED FORMAT
(for use with No. 1910-1-FA, 1997 Edition)

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, _____.

Initial:
OWNER _____
ENGINEER _____

Dispute Resolution

H.6.09. Dispute Resolution

A. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by _____ prior to either of them requesting arbitration pursuant to paragraphs H.6.09.B through H.6.09.F. The requirement of paragraph H.6.09.C that a request for arbitration must be filed within a reasonable time shall be suspended with respect to a dispute submitted to mediation within that same applicable time limit and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

B. If the parties mutually agree, all disputes between OWNER and ENGINEER not resolved under paragraph H.6.09.A will be decided by arbitration in accordance with the _____ then obtaining, subject to the limitations and restrictions stated in paragraphs H.6.09.D and H.6.09.E below. Any such agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph H.6.09 will be specifically enforceable under the prevailing law of any court having jurisdiction.

C. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the _____. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

D. Except as provided in paragraph H.6.09.E below, no arbitration arising out of or relating to this Agreement will include by consolidation, joinder or in any other manner any other person or entity who is not a party to this Agreement unless each of the following is met:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
3. the written consent of the other person or entity sought to be included and of OWNER and ENGINEER has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but such consent shall

not constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

E. Notwithstanding paragraph H.6.09.D, if a claim, dispute or other matter in question between OWNER and ENGINEER involves the work or services of a Contractor, subcontractor, OWNER's consultant or ENGINEER's Consultants (each, a "Joinable Party"), either OWNER or ENGINEER may join such Joinable Party as a party to the arbitration between OWNER and ENGINEER hereunder, and ENGINEER or OWNER, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between OWNER and ENGINEER involving the work or such Joinable Party. Nothing in this paragraph H.6.09.E nor in the provision of such contract consenting to joinder shall create any claim, right or cause of action in favor of the Joinable Party and against OWNER or ENGINEER that does not otherwise exist.

F. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such request or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

G. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs H.6.09.D and H.6.09.E may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

H. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal.