

Appendix H - Dispute Resolution Procedure

1. In the event of disagreement between the parties as to the performance of the *Work* or the interpretation, application or administration of the *Contract*, the *Contractor* shall perform the *Work* as directed by the *Owner's Representative*. All differences between the parties not resolved by the decision of the *Owner's Representative* and all disputes and claims of either party arising out of the *Contract* and its performance shall be settled in accordance with this Appendix H – Dispute Resolution Procedure.
2. The parties shall make all reasonable efforts to resolve all disputes and claims by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
3. Either party shall be entitled by notice to the other party to call for the appointment of an individual to act as a Project Mediator (the “Project Mediator”), in which case the parties shall within 10 *Work Days* jointly nominate a Project Mediator. If the parties do not agree on the appointment of a Project Mediator, then either party may request the Chair of the Alberta Arbitration and Mediation Society to appoint a Project Mediator, who when so appointed shall be deemed acceptable to the parties and to have been appointed by them.
4. The parties shall submit in writing their dispute to the Project Mediator, and afford to the Project Mediator access to all records, documents and information the Project Mediator may request. The parties shall meet with the Project Mediator at such reasonable times as may be required and shall, through the intervention of the Project Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Project Mediator are agreed to be without prejudice, and the cost of the Project Mediator shall be shared equally between the parties.
5. If the dispute has not been resolved within ___ days after the appointment of the Project Mediator either party may by notice to the other withdraw from the mediation process.
6. All disputes, claims and differences not settled as provided for in this Appendix H – Dispute Resolution Procedure, arising out of or in connection with the *Contract* or in respect of any defined legal relationship associated with it or derived from it, shall be referred to and finally resolved by arbitration in accordance with the Alberta Arbitration Act. The arbitral tribunal shall be composed of one arbitrator where the subject of the dispute, claim or difference relates primarily to whether work required to be performed is within the scope of the *Work* or the *Contractor* has met the required specifications of the *Contract*, and the *Work* has not yet been completed when the matter is referred to arbitration. In all other cases the arbitral tribunal shall be composed of 3 arbitrators, one appointed by each party who shall select the third who shall act as chair. The location of the arbitration shall be either Edmonton or Calgary, as the parties agree, or in the absence of agreement, as the arbitrator(s) direct.

