

Tender No.: [7299/08]

1. SUPPLEMENTARY CONDITIONS

- .1 This Supplementary Condition modifies Section 00725 – General Conditions.
- .2 Provisions that are not modified remain in full force and effect.

2. MODIFICATIONS TO CLAUSE 10

- .1 Delete clauses 10.1 and 10.4 of Section 00725 – General Conditions.
- .2 Add new clauses 10.1 and 10.4 as follows.

10. CLAIMS

10.1 Notice of Claims

- .1 If a situation or occurrence arises between the Minister and the Contractor, in connection with or arising out of the Contract or the execution of the Work, which results in a difference in opinion between the parties as to payment or compensation required under the Contract or the time required to complete the Contract, such situation or occurrence shall be considered a claim.
- .2 If the Contractor intends to claim any additional payment, or if the Minister intends to make a claim against the Contractor for an adjustment in payment other than permitted under the Contract, the claimant shall give notice of its intention to the other party as soon as possible and not later than 7 days after the event giving rise to the claim first arises or the claimant first becomes aware of such event.
- .3 Failure to serve a notice of claim within the prescribed time period will prejudice the claimant's right to proceed with the claim, unless the claimant can demonstrate that such delayed notice did not prejudice the other party's ability to take measures to minimize any additional costs arising from the claim.
- .4 Upon occurrence of the event referred to in clause 10.1.2 the claimant shall take all reasonable measures required to mitigate any loss or damage which may be incurred as a result of such event.

10.4 Resolution of Claims

- .1 The parties shall make bona fide efforts to resolve a claim as soon as possible after receipt thereof.

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- .2 The Minister or the Contractor may not unilaterally proceed to litigation without agreement of the other party.
- .3 A Notice of Claim issued by the Contractor to the Minister shall be served to the Minister's assistant appointed pursuant to clause 1.3, or when not so appointed, to the Minister's Representative.
- .4 Attempts to resolve claims shall sequentially follow the administrative review structure as follows:
 - 1. Minister's assistant appointed pursuant to clause 1.3, or when not so appointed, to the Minister's Representative.
 - 2. Regional Director, Transportation and Civil Engineering, or Executive Director, Major Capital Projects Branch, pursuant to the Minister's Representative.
 - 3. Executive Director, Program Management Branch.
- .5 When a party in receipt of a claim issues its final written position on the claim or fails to do so within a reasonable period of time, and the claim is not resolved to the satisfaction of both parties, the claim shall be considered a dispute and shall be settled in accordance with clause 15.
- .6 The Work shall proceed without delay during the claims resolution process.

3. MODIFICATIONS TO CLAUSE 15

- .1 Delete clause 15.1 of Section 00725 – General Conditions.
- .2 Add a new clause 15.1 as follows:

15. SETTLEMENT OF DISPUTES

15.1 Disputes

- .1 If a dispute of any kind arises between the Minister and the Contractor in connection with, or arising out of, the Contract or the execution of the Work, whether during the execution of the Work or after its completion and whether before or after repudiation or other termination of the Contract, the matter in dispute shall be settled in accordance with the processes identified in the document entitled "Dispute Resolution Process for Government of Alberta Construction Contracts", Appendices A, B, C, D, and E. In the event of conflict between the aforementioned Appendices and other provisions of the Contract, the Appendices shall govern.

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- .2 References to Owner in the "Dispute Resolution Process for Government of Alberta Construction Contracts" shall mean the Minister.

- .3 Any Notice of Dispute issued by the Contractor to the Minister pursuant to this Contract shall be served to:

Executive Director,
Program Management Branch
2nd Floor, Twin Atria Building
4999-98 Avenue
Edmonton, AB,
T6B 2X3

END OF SECTION