

TABLE OF CONTENTS

- | | |
|---|---|
| 1. Definitions | 26. Contractor's and Superintendent's Responsibilities |
| 2. Contract Documents | 27. Safety and Protection of the Work and Property |
| 3. Supplemental Instructions | 28. Damages and Responsibility |
| 4. Copies Furnished | 29. Indemnification |
| 5. Record Documents | 30. Infringement |
| 6. Engineer's Functions During Construction | 31. Toxic and Hazardous Substances and Materials |
| 7. Products and Employees | 32. Submittals |
| 8. Office Facilities for the Engineer | 33. Notice to Proceed |
| 9. Assistance to the Engineer | 34. Laying Out Work |
| 10. Minimum Standards | 35. Inspection of Work |
| 11. Scheduling and Delays | 36. Defective Work |
| 12. Suspension of Work | 37. Completion |
| 13. Liquidated Damages | 38. Warranty |
| 14. Owner's Right to Perform the Work, Suspend the Work or Terminate the Contract | 39. Use of Premises |
| 15. Contractor's Right to Suspend the Work or Terminate the Contract | 40. Responsibility Regarding Existing Utilities and Structure |
| 16. Subcontractors and Suppliers | 41. Use of Completed Portions |
| 17. Other Contractors | 42. Temporary Facilities and Temporary Loadings |
| 18. Contract Price | 43. Cleaning Up |
| 19. Taxes and Duties | 44. Cutting and Fitting |
| 20. Permits, Royalties, Laws and Rules | 45. Insurance |
| 21. Cash Allowances | 46. Contract Security |
| 22. Applications for Payment | 47. Disputes |
| 23. Certificates for Payment | 48. Assignment |
| 24. Changes in the Work | 49. Miscellaneous |
| 25. Valuation of Changes | |

1. Definitions

"ADDENDA" means the documents designated as such in Bid Form.

"ADDITIONAL DATA" means any information, data, reports or other material relating to the Work or the Place of the Work, other than the Information Documents, provided to the Contractor from time to time by the Owner or the Engineer.

"AVAILABLE INFORMATION" means the information in Section 00 30 00 – Available Information.

"BID" means a Bidder's priced offer to the Owner for the performance of the Work in accordance with Bid Documents.

"BIDDER" means a person or entity which submits a Bid.

"BID CLOSING TIME" means the scheduled time for receipt of Bids designated in Clause 2.2 of the Instructions to Bidders.

"BID DOCUMENTS" means those documents listed in Clause 45 of the Instructions to Bidders and shall include amendments to such documents made pursuant to the provisions thereof.

"BID PERIOD" means the period of time designated in Clause 22 of the Instructions to Bidders.

"BID PRICE" means the amount shown in Clause 3.2 of the Agreement.

"BID SECURITY" means the documents designated as such in Clause 7 of the Instructions to Bidders.

"CERTIFICATE OF SUBSTANTIAL PERFORMANCE" means the form required by the Provincial lien legislation applicable to the Place of the Work to be issued by the Engineer or the payment certifier when Substantial Performance of the Work has been achieved or, where no such form exists, in the Engineer's standard form certificate issued by the Engineer pursuant to SGC 37.1.

"CHANGE DIRECTIVE" means a written instruction prepared by the Engineer and signed by the Owner pursuant to GC 25, directing a change in the Work which is within the general scope of the Contract Documents.

"CHANGE ORDER" means a written amendment to the Contract prepared by the Engineer and signed by the Owner and the Contractor pursuant to GC 24, stating their agreement upon:

- a change in the Work;
- the method of adjustment or the amount of the adjustment in the Contract Price, if any; and
- the extent of the adjustment in the Contract Time, if any.

"CLOSING PLACE" means the location for the delivery of Bids designated in Clause 2 of the Instructions to Bidders.

"COMPLETION DATE" means the date designated as such in Clause 2.2 of the Agreement as adjusted pursuant to the provisions of the Contract Documents.

"CONTRACT" means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

"CONTRACT DOCUMENTS" means those documents listed in Clause 1.1 of the Agreement and shall include amendments thereto made pursuant to the provisions thereof.

"CONTRACT PRICE" means the amount designated as such in Clause 3.1 of the Agreement as adjusted pursuant to the provisions of the Contract Documents.

"CONTRACT SECURITY" means the security required to be provided by the Contractor pursuant to GC 46.

"CONTRACT TIME" means the time from commencement of the Work to the Completion Date.

"CONTRACT WORK SCHEDULE" means the document designated as such in GC 11.2.

"CONTRACTOR" means the person or entity designated as such in the Contract Documents. The Contractor is treated throughout the Contract Documents as if it were of singular number and neuter gender.

"CONTRACTOR CAUSED EVENT" means an event caused by the Contractor or any person or party employed or engaged by the Contractor either directly or indirectly.

"CONSTRUCTION COMPLETION CERTIFICATE" means the certificate issued by the Engineer pursuant to GC 37.6.

"DAY" means a calendar day.

"DRAWINGS" means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

"ENGINEER" means the Engineering Consultant, or such other engineer as may from time to time be duly authorized and appointed by the Owner. The Engineer is treated throughout the Contract Documents as if it were of singular number and neuter gender.

"ENGINEER'S REPRESENTATIVE" means a person appointed by the Engineer with the authority as described in GC 6.3.

"EQUIPMENT" or "PLANT" means anything and everything except persons used by the Contractor in performance of the Work and except Products as defined herein.

"EXCUSABLE EVENT" means an event outside the Contractor's reasonable control.

"FINAL ACCEPTANCE CERTIFICATE" means the form issued by the Engineer at the expiration of the Warranty Period pursuant to GC 38.12.

"GST/PST" means Goods and Services Tax/Provincial Sales Tax.

"GC" means the General Conditions.

"INFORMATION DOCUMENTS" means any information, data, reports or other material relating to the Work or the Place of the Work provided to Bidders pursuant to Clause 18 of the Instructions to Bidders.

"INSPECTOR" means a person or company authorized by the Engineer, the Engineer's Representative or the Owner to inspect the Works or any part thereof.

"LIQUIDATED DAMAGES" means the damages described in GC 11.1.

"NOTICE OF ACCEPTANCE" means the written notice by the Owner to the successful Bidder stating that it has been awarded the Contract.

"NOTICE OF PROJECT" means a notice required to be posted by Provincial health and safety legislation at the commencement of Work.

"OTHER CONTRACTOR" means a person or entity employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.

"OWNER" means the City of Lloydminster as represented by its duly elected Council. The Owner is treated throughout the Contract Documents as if it were of singular number and neuter gender.

"OWNER CAUSED EVENT" means an event of default or neglect caused solely by the Owner.

"PRIME CONTRACTOR" means the person or entity solely responsible for construction safety for the project and for compliance with safety regulations and for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, and without limitation, includes the "Prime Contractor" under the health and safety legislation applicable in the Place of Work.

"PRODUCTS" means materials, equipment, fixtures, systems and other items forming the Work or part thereof, but does not include Equipment used to prepare, fabricate, convey or erect the Work.

"PROJECT" means the total construction contemplated, of which the Work may be the whole or a part.

"PROJECT SCHEDULE" means the document designated as such in GC 11.1.

"PROMPT PAYMENT LEGISLATION" means the *Prompt Payment and Construction Lien Act* (Alberta) or *The Builders Lien Act* (Saskatchewan) and regulations enacted thereunder, as amended or replaced from time to time. The applicable lien legislation shall be determined by the place of the Work.

"SAFETY REGULATIONS" means the rules, regulations, and practices required by the construction health and safety legislation applicable to the Place of the Work.

"SGC" means the Supplemental General Conditions.

"SITE" or "PLACE OF WORK" or "PLACE OF THE WORK" means the lands on, under, in, through or over which the Works are to be executed and any other lands or rights to land provided by the Owner for the purposes of the Contract and so designated in Clause 2.1 of the Agreement.

"SPECIFICATIONS" means the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, workmanship and the services necessary for the performance of the Work.

"SPECIFIED" means as specified in the Contract Documents.

"SUBCONTRACTOR" means any person, firm, or corporation having a contract with the Contractor for the execution of a part or parts of the Work included in this Contract, and a person, firm, or corporation furnishing Products called for in this Contract and worked to a special design according to the Drawings or Specifications.

"SUBMITTALS" means drawings, diagrams, illustrations, schedules, performance charts, Product data and samples, brochures and other data which the Contractor provides, or is required to provide, in order to illustrate details of a portion of the Work.

"SUBSTANTIAL DEFECTS" means those defects in the Work which affect the Work to such an extent or in such a manner that a significant part or whole of the Work is unfit for the purpose intended by the Contract Documents.

"SUBSTANTIAL PERFORMANCE OF THE WORK" has the meaning attributed to "Substantial Performance of the Work" or "Completed" in the lien legislation applicable to the Place of the Work. If such legislation is not in force or does not contain such definition, Substantial Performance of the Work shall mean that the Work is ready for use or is being used for the purpose intended.

"SUPPLIER" means a person or entity having a direct contract with the Contractor, another Supplier or Subcontractor, to supply Products not worked to a project-specific design for the Work.

"SUPPLY" or "PROVIDE" means supply and pay for or provide and pay for.

"WARRANTY PERIOD" means the period of **twenty-four (24) months**, or such longer period as specified in the Contract Documents, from the date of the Construction Completion Certificate during which the Contractor is required to correct any defects or faults in the Work pursuant to the provisions of GC 38.1.

"WORK" or "WORKS" means the total construction and services and the carrying out and doing of all things, whether of a temporary or permanent nature, required by or reasonably inferable from the Contract Documents.

"WORKERS COMPENSATION BOARD" means the government entity having responsibility for worker compensation legislation in the jurisdiction of the Place of the Work.

2. Contract Documents

2.1. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.

2.2. If there is a conflict within the Contract Documents:

2.2.1. the Contractor shall promptly notify the Engineer of the conflict;

2.2.2. the order of priority of documents, from highest to lowest, shall be:

- Agreement;
- Addenda (if any);
- Available Information (if any);
- Supplemental General Conditions;
- General Conditions;
- Change Orders;
- General Requirements;
- Instructions to Bidders;
- Bid Form;
- Consent of Surety;
- Notice of Acceptance;
- Schedules;
- Specifications;
- Drawings;
- The City of Lloydminster Municipal Development Standards; and
- All other documents.

2.2.3. Drawings of larger scale shall govern over those of smaller scale of the same date;

2.2.4. dimensions shall not be scaled from Drawings under any circumstances. In the event the Contractor requires dimensions not shown on Drawings, the Contractor shall request the required dimensions from the Engineer; and

2.2.5. later dated documents shall govern over earlier dated documents of the same type.

- 2.3. Any work that may reasonably be inferred from the Contract Documents as being required to perform the Work shall form part of the Work and shall be performed by the Contractor, whether or not it is specifically called for, and shall include the supply of all materials, plant, labour and equipment necessary to complete the Work. The intent is that a complete project will be provided by the Contractor.
- 2.4. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect on the date of the Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or the Engineer, or any of their agents or employees from those set forth in the Contract Documents.
- 2.5. Words and abbreviations used in the Contract Documents which have well known technical or trade meanings, or are defined in the Contract Documents, shall be interpreted in accordance with such meanings or Definitions.
- 2.6. Industry standards, whether or not bound or referred to in the Contract Documents, shall apply to the Work.
- 2.7. The Contractor is responsible for the coordination of metric and imperial dimensions as shown on the Drawings and as specified.
- 2.8. The Contractor is responsible to coordinate all Drawings to totally complete the Work.
- 2.9. The Drawings are a diagrammatic view of the Work required but do not limit the extent of the work required to totally complete the details and work intended. It is the Contractor's responsibility to apply its expertise to execute the intended work shown on the Specifications and Drawings. The Contractor shall coordinate all Drawings with the sizes and dimensions of services, fixtures and equipment in the locations shown on the plans or as site conditions permit. Any changes required to facilitate and complete the installation of such services, fixtures or equipment shall be made at no additional cost to the Owner, unless a Change Order or a Change Directive has been issued.
- 2.10. Notwithstanding the apparent generality of the Specifications or the Drawings as to any detail, or the apparent omission from them of a detailed description concerning any point, the Specifications and the Drawings shall be interpreted as requiring that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used in the performance of the Work.
- 2.11. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for general conformance with the design concept for the Project (unless there is a specific statement indicating otherwise). Notwithstanding any such requirement, direction, review or judgement by the Engineer, the Engineer does not have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of GC 6.

3. Supplemental Instructions

- 3.1. During the progress of the Work, the Engineer shall furnish to the Contractor such supplemental instructions to supplement the Contract Documents as may be necessary, in the opinion of the Engineer, to carry out the design concept for the Project. In giving such supplemental instructions, the Engineer shall have authority to make minor changes in the Work, not inconsistent with the intent of the Contract Documents, and the Work shall be executed in conformity therewith.
- 3.2. Supplemental instructions may be in the form of Specifications, Drawings, samples, models or written instructions and shall not result in a change in the Contract Price or the Contract Time.
- 3.3. The Contractor shall work only from Specifications and Drawings approved for construction. Where revised Specifications and Drawings have been issued, the Contractor shall be responsible, at its own expense, for the correction of any errors in the Work made as the result of not working from current Specifications and Drawings.

4. Copies Furnished

- 4.1. The Contractor shall be provided, without charge, with sufficient copies of Specifications and Drawings as are reasonably necessary for the performance of the Work.
- 4.2. All Specifications, Drawings, samples, models and other information furnished by the Engineer shall be used only with respect to the Work, shall not be used on other work, shall not be copied or revised in any manner, and shall be returned to the Engineer, on request, at the completion of the Work. Any samples or models furnished by the Contractor or the Owner are the property of the Owner.

5. Record Documents

- 5.1. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Submittals, operation and maintenance manuals, samples and models at the Place of the Work in good order and shall record thereon all changes made during the construction of the Work as they occur. These record copies shall be made available to the Engineer and Owner during construction and shall be delivered to the Engineer upon completion of the Work.

6. Engineer's Functions During Construction

- 6.1. The Engineer shall provide administration of the Contract as described in the Contract Documents.
- 6.2. The Engineer shall be the Owner's representative during construction and until the expiry of the Warranty Period, unless otherwise advised by the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written agreement in accordance with GC 6.12.
- 6.3. The Engineer may appoint any person to be the Engineer's Representative. The Engineer's Representative shall have all the powers of the Engineer, as delegated by the Engineer. Any direction or order given to the Contractor or decision made by the Engineer's Representative shall have the same effect as if given or made by the Engineer.

- 6.4. The Engineer may visit the Place of the Work at intervals determined to be appropriate by the Engineer in its professional opinion. The Engineer may also provide one or more on-site Project representatives to familiarize itself with the progress and quality of the Work and to determine if the Work is proceeding in general conformance with the Contract Documents.
- 6.5. The Engineer may ascertain for the benefit of the Owner whether the Contractor has implemented and is maintaining adequate quality control procedures during the construction of the Work. Notwithstanding anything in the Contract, the Engineer shall not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and the Engineer shall neither be nor become a guarantor of the Contractor's work.
- 6.6. The Engineer is not responsible for and does not have control, charge, or supervision:
- 6.6.1 of construction means, methods, techniques, sequences, or procedures;
 - 6.6.2 of safety precautions and programs required in connection with the Work, in accordance with the Safety Regulations, other regulations, or general construction practice;
 - 6.6.3 of the Contractor's failure to carry out the Work in accordance with the Contract Documents; and
 - 6.6.4 for the acts or omissions of the Contractor, Subcontractors, Suppliers, or their agents, employees or any other persons performing portions of the Work,
- all of which are acknowledged to be the sole and exclusive responsibility of the Contractor.
- 6.7. The Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work. Claims, disputes and other matters in question relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents shall be referred initially to the Engineer in writing for decision which it shall give in writing within a reasonable time.
- 6.8. There shall be no duty on the Engineer to observe or discover defects or deficiencies in the Work but only to review such matters for the Owner concerning the acceptability of the Work as may be brought to the Engineer's notice or as it may actually observe. Should the Contractor hold decisions of the Engineer to be at variance with the Contract Documents or to have been made in error, the Contractor shall notify the Engineer before proceeding to carry out the Engineer's decision. If, after receiving notice of the perceived error or variance from the Contractor, the Engineer directs that the Contractor carry out the Engineer's decision, the Contractor shall promptly proceed with any work required to implement such decision.
- 6.9. The Engineer shall have authority to reject Work which in its professional opinion does not conform to the requirements of the Contract Documents.
- 6.10. Whenever the Engineer considers it necessary or advisable, it shall have authority to require special inspection or testing of a portion of the Work whether or not such Work is fabricated, installed or completed. However, neither the Engineer's authority to act nor any decision made by it either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, Subcontractors,

Suppliers, or their agents, employees or any other persons performing portions of the Work.

- 6.11. All certificates issued by the Engineer will be to the best of the Engineer's knowledge, information and belief. However, by issuing any certificates, granting an approval or performing a review or inspection, the Engineer does not guarantee that the Work is correct or complete.
 - 6.12. The duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be modified or extended without the written consent of the Owner, the Contractor and the Engineer. At the request of the Contractor or the Owner, the duties, responsibilities and limitations of authority of the Project representatives, referred to in GC 6.4, shall be set forth in writing to the Contractor and the Owner.
 - 6.13. The Engineer shall receive and review any written warranties and related documents which the Contractor is required to provide pursuant to the terms of the Contract in order to determine if they are in general conformance with the Contract Documents. Following such review, the Engineer shall forward such warranties and documents to the Owner.
 - 6.14. Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor, Subcontractors, Suppliers, or their agents, employees or any other persons performing portions of the Work.
 - 6.15. In the performance of the services required of the Engineer under the Contract Documents, the Engineer and every director, officer, agent, employee and subconsultant of the Engineer shall have the benefit of all provisions in the Contract Documents excluding or limiting the Engineer's duty, responsibility or liability as if such provisions were expressed to also exclude or limit the duty, responsibility or liability of each such director, officer, agent, employee and subconsultant; and, in entering into this Contract, the Owner does so, to the extent of those provisions, as agent and trustee on behalf of and for the benefit of the Engineer and its directors, officers, agents, employees and subconsultants. It is further acknowledged and agreed by the Owner that the Engineer and any director, officer, agent, employee or subconsultant of the Engineer may ratify such agency at any time for the purpose of entitlement to the benefit of such exclusions or limitations of liability.
7. Products and Employees
- 7.1. All Products shall, unless otherwise specified in the Contract Documents, be new. All Products shall be suitable for their intended purpose, and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, Supplier or distributor, except as otherwise provided in the Contract Documents. Workmanship and materials shall be of the quality specified or better. Products which are not specified shall be of a quality consistent with those specified and the Contractor shall obtain the written approval of the Engineer prior to their use.
 - 7.2. All Products, whether supplied by the Owner or the Contractor, shall be stored under suitable conditions to prevent damage, deterioration, contamination and other adverse effects. No Products shall be stored on private property without written consent of the property owner. No Products shall be temporarily used or installed as a facility for construction purposes except with the written approval of the Engineer.

- 7.3. The Contractor shall be responsible for the protection and security of the Products stored at the Place of the Work and shall replace any material damaged or stolen from the Place of the Work at no cost to the Owner.
 - 7.4. The Contractor shall transport all materials to the Site of the Work from the Owner's yard when materials are supplied by the Owner. Examine the materials at the point of delivery and again before installation for defects in manufacture. Materials having defects shall be set aside for return to the manufacturer.
 - 7.5. If materials supplied by the Owner are found to be defective after installation, the Owner shall provide new material unless the material was defective due to the negligence of the Contractor. The cost of removing defective material and installing new material shall be borne by the Contractor, regardless of the cause of the defect.
 - 7.6. Where the Contractor has supplied the materials, the Contractor shall replace any defective materials at its own expense.
 - 7.7. All material shall conform to the requirements of these Contract Documents and the latest edition of the City of Lloydminster's Municipal Development Standards.
 - 7.8. The Contractor shall provide competent, qualified personnel to perform the Work as required by the Contract Documents. The Contractor shall maintain good order and discipline among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to it. The Engineer or the Owner may require that any person who is unfit for any reason leave the Place of the Work.
8. Office Facilities for the Engineer
 - 8.1. Unless otherwise stipulated in the Contract Documents, the Contractor shall not be responsible for providing an office for the Engineer during the performance of the Work.
9. Assistance to the Engineer
 - 9.1. The Contractor shall provide the Engineer with assistance and personnel, as required, to make any surveys and measurements on behalf of the Owner. Wherever possible, the Contractor shall make the same personnel available to the Engineer throughout the course of the Work.
 - 9.2. The Contractor shall supply to the Engineer all lath, stakes, hubs, nails and spikes when required by the Engineer for the Project.
10. Minimum Standards
 - 10.1. In the absence of other standards required by the Contract Documents, all Work, materials and equipment shall be suitable for its intended purpose, and conform to, or exceed, the minimum standards of the Canadian Government Specification Board, the Canadian Standards Association, or the National Building Code of Canada (latest edition with all current addenda), whichever is applicable. Where the provisions of the Building Bylaw, as amended are more stringent than the National Building Code of Canada, the provisions of the Building Bylaw shall govern.
11. Scheduling and Delays
 - 11.1. The Engineer may establish a system for monitoring the planning and scheduling activities of the Contractor and all Other Contractors on the Project utilizing a Project

Schedule which shall identify and allocate earliest expected starting and latest completion dates for each major design and construction activity. The Project Schedule may be revised from time to time by the Engineer.

- 11.2. Within **fifteen (15) Days** from the date of the Notice of Acceptance, the Contractor shall submit to the Engineer a detailed task by task work schedule for the construction of the Work within the framework of the Project Schedule. The Engineer shall review the Contractor's work schedule for general compliance with the Project Schedule and may request adjustments thereto to arrive at a work schedule that will not delay or impact the work of Other Contractors or other Project activities. This detailed schedule shall be called the Contract Work Schedule and shall become an integral part of the Project Schedule.
- 11.3. Time is of the essence. The Contractor acknowledges that it is aware that any delay in completing the Work will result in delays and impacts to Other Contractors and the Owner in carrying out other portions of the Work of the Project. Such delays and impacts will extend the time and increase the cost required to complete the Project and will thereby affect the value of the Work to the Owner.
- 11.4. Should the Contractor, at any time, be of the opinion that it cannot meet the requirements of the Contract Work Schedule, the Contractor shall consult with the Engineer to determine whether the Contract Work Schedule can be changed without affecting the Project Schedule. If, in the opinion of the Engineer, changes can be made to the Contract Work Schedule without affecting the Project Schedule, these changes shall be made to establish a new Contract Work Schedule. Notwithstanding the foregoing, neither the Contract Time nor the Completion Date shall be adjusted except by way of a Change Order or Change Directive.
- 11.5. Subject to GC 11.4, if the Contractor does not maintain the progress necessary to comply with the Contract and the Contract Work Schedule, the Owner, in addition to those rights and remedies provided by law and under the Contract Documents (including those rights specifically set forth in GC 14) may, after consultation with the Engineer and the Contractor, order that the Contractor take such actions as the Owner or the Engineer deems necessary to maintain the progress required by the Contract Documents and the Contract Work Schedule, which actions may include, but shall not be limited to, the supply of additional labour, the provision of additional hours of work or the furnishing of additional plant, all at the Contractor's expense. Should the Contractor fail to comply with such orders, the Owner shall have the right to employ the required labour and equipment and (except when making up time lost due to delays of the kinds referred to in GC 11.6) deduct the cost of same from any payment then or thereafter due the Contractor or collect Liquidated Damages and deduct same from any payment then or thereafter due to the Contractor.
- 11.6. If the Contractor is delayed or impacted in the performance of the Work by an Excusable Event and provided always that the said event is not one for which an extension of the Contract Time is specifically excluded by the Contract then the Contract Time shall be extended for such reasonable time as the Engineer may recommend in consultation with the Contractor and the Owner. The Contractor waives any claim for compensation for costs incurred as a result of an Excusable Event. In no case will an act or omission of the Contractor or any person employed or engaged by the Contractor, either directly or indirectly, constitute an Excusable Event.
- 11.7. The Contractor waives any claim for an extension of Contract Time or compensation for costs incurred where the Contractor is delayed or impacted in the performance of the

Work by a Contractor Caused Event. All Contractor Caused Events shall be events of default under the Contract.

- 11.8. If the Contractor is delayed or impacted in the performance of the Work by an Owner Caused Event, and provided always that the said event is not one for which an extension of the Contract Time or compensation is specifically excluded by the Contract, then the Contract Time shall be extended for such reasonable time as the Engineer may recommend in consultation with the Contractor and the Owner. The Contractor shall only be reimbursed for the reasonable direct out-of-pocket expenses incurred by the Contractor that are established to have been caused by the Owner Caused Event. The Contractor must provide supporting documentation for such costs, as required by the Engineer or the Owner, before compensation for any delays or impacts will be considered. The documentation must be presented promptly, and in any event, no later than ten (10) Days after Substantial Performance of the Work.
- 11.9. The Contractor waives any claim for a) an extension of Contract Time as the result of an Excusable Event or b) an extension of Contract Time or compensation for costs incurred as the result of an Owner Caused Event unless: (i) the Contractor submitted and updated the Contract Work Schedule as required by GC 11.2 and GC 11.4; and (ii) the Contractor provides a notice in writing of the claim to the Engineer within fourteen (14) Days after the commencement of the delay or impact. A notice in writing shall describe the event, the date the delay or impact commenced, documentation of costs incurred directly related to the event, the anticipated duration of the delay or impact, the effect on the Contract Time and all steps taken or available to mitigate the delay or impact.
- 11.10. Any disruption or delay caused by one or more construction labour disputes, strikes and lock-outs, including, but not limited to, financial and jurisdictional disputes involving unionized and non-unionized workers, on or related to the Place of the Work, shall be deemed to be a Contractor Caused Event, except for disputes, strikes and lock-outs caused by the Owner.
- 11.11. In the event of an Excusable Event or an Owner Caused Event, the Owner may, at its option, request the Contractor, in writing, to take steps to accelerate the Work rather than allow the Contractor an extension of the Contract Time. In this case, the Owner's request shall be dealt with in accordance with GC 24. In any event, the Contractor shall only be entitled to receive compensation for its actual out-of-pocket costs required to accelerate the Work.
- 11.12. Where there are concurrent delays or impacts, some of which are caused by Owner Caused Events and some of which are not, the Contractor shall not be entitled to an extension of the Contract Time or compensation for costs. Concurrent delays or impacts are those that are caused by two or more independent events, irrespective of whether such delays or impacts are on the critical path or are contemporaneous.
- 11.13. In the event that the Contractor is delayed or impacted in the execution of the Work for any reason other than one for which an extension is permitted under GC 11 or if the Contractor fails to file a notice in writing as required by GC 11.9, fails to submit and update a Contract Work Schedule as required by GC 11.2 and GC 11.4, or fails to perform the Work substantially in accordance with the Contract Work Schedule, the Contractor shall, at its own expense, take whatever measures are necessary to ensure the completion of the Work in accordance with the Project Schedule.
- 11.14. The entitlement of the Contractor to claim an extension of the Contract Time or reimbursement of costs under GC 11, shall be subject to the condition that the

Contractor shall have exercised all reasonable efforts to avoid, or minimize, the duration, cost and impact of any delay or impact in respect of which a claim for extension of the Contract Time or compensation is made. The Contractor waives any claim for an extension of the Contract Time or compensation for delays or impacts, which do not adversely affect the critical path for achieving Substantial Performance of the Work, or which could have been avoided, minimized or mitigated by the Contractor using reasonable efforts.

- 11.15. Each claim under GC 11 based, in whole or in part, on a particular event or circumstance must be submitted, and shall be considered, separately. No claim shall be allowed under this GC 11, or otherwise under the Contract, for an extension of the Contract Time or compensation as a result thereof based upon the cumulative impact of two or more particular events causing delay or impact.
- 11.16 If the Contractor is entitled to an extension of the Contract Time, the Contract Work Schedule, the Project Schedule and any of the milestone completion date(s) stipulated in the Supplemental General Conditions shall be extended for an equivalent time.

12. Suspension of Work

- 12.1. In emergencies affecting the safety or protection of persons or the Work or property at the Place of the Work or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the Owner, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the requirements of the Contract Documents caused thereby.
- 12.2. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Place of the Work or adjacent thereto, the Owner or the Engineer may suspend the Work in whole or in part at any time by written notice to the Contractor stating the extent and effective date of such suspension; whereupon the Contractor shall suspend the Work to the extent specified and shall place no further orders or subcontracts relating thereto. During the period of suspension, the Contractor shall protect and care for all Work, materials and equipment at the site or in the storage areas under its responsibility. The Contractor shall give the Owner copies of all outstanding orders and subcontracts for materials, equipment and services and shall take any action on such orders and subcontracts as may reasonably be required or as the Owner may direct. The Work shall be resumed by the Contractor within a mutually agreed upon period of time after the date of resumption fixed in a written notice from the Owner to the Contractor.
- 12.3. The Contractor shall be allowed an extension of the Contract Time for the delay or impact directly attributable to or resulting from any action taken by the Contractor under GC 12.1 or GC 12.2 or suspension by the Owner or the Engineer, provided that the emergency was due to causes beyond the Contractor's reasonable control and the Contractor makes a request therefor as provided in GC 11. Notwithstanding the foregoing, the Contractor waives any claims for damages on account of any such delay or impact and agrees that its sole right and remedy in the case of any such delay or impact shall be an extension of the Contract Time as provided herein.
- 12.4. Unless otherwise determined by the Engineer in its discretion, the Contractor shall not be entitled to claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken by the Contractor under GC 12.1 or any suspension of the Work pursuant to the provisions of GC 12.2.

13. Liquidated Damages

13.1. Should the Contractor fail to complete the Work on or before the Completion Date, or if applicable, any of the milestone completion date(s) stipulated in the Supplemental General Conditions, the Contractor shall pay to the Owner by way of liquidated damages and not as a penalty the amount stipulated in the Supplemental General Conditions, for each Day that the completion of the Work is delayed beyond the Completion Date, or if applicable, any of the milestone completion date(s) stipulated in the Supplemental General Conditions. The Owner and the Contractor expressly agree that the amount stipulated in the Supplemental General Conditions is a genuine pre-estimate of the damage or loss that will result to the Owner by reason of the failure of the Contractor to complete the Work on or before the Completion Date and is not a penalty. The Owner may in its discretion either deduct the daily sum in respect of liquidated damages from any amounts payable to the Contractor under the Contract Documents or require payment thereof by the Contractor on demand. The payment of liquidated damages under GC 13 shall not amend or affect the parties' rights under other provisions of the Contract Documents including for certainty the Owner's rights relating to acceleration of the Work under GC 11 and termination of the Contract under GC 14.

13.2. If the Contractor fails to complete the Work on or before the Completion Date, or if applicable, any of the milestone completion date(s) stipulated in the Supplemental General Conditions, for any reason other than those set out in GC 11, and if Liquidated Damages are found to be legally unenforceable for any reason, the Contractor shall, at the request of the Owner, pay to the Owner, or the Owner shall be entitled to recover from the Contractor by set off against any payment then or thereafter due under the Contract:

13.2.1. an amount equal to all salaries, wages, consulting fees and travelling expenses paid by the Owner due to the delay;

13.2.2. an amount equal to the expenses and damages incurred by the Engineer and Other Contractors, for which the Owner is liable, due to the delay;

13.2.3. an amount equal to the expenses and damages incurred by the Owner as a result of its inability to use the Work or part(s) thereof for the period of the delay; and

13.2.4. an amount equal to all other expenses and damages incurred or sustained by the Owner as a result of the Work not being completed within the Contract Time.

14. Owner's Right to Perform the Work, Suspend the Work or Terminate the Contract

14.1. If the Contractor should be adjudged bankrupt or go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reorganization) or make a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed, the Owner may, without prejudice to any other right or remedy it may have, immediately terminate the Contract by giving the Contractor or trustee in bankruptcy or receiver written notice to that effect.

14.2. If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract the Owner may, without prejudice to any other right or remedy it may have, notify the Contractor in writing, with a copy to the Engineer, that the Contractor is in default of its contractual obligations and instruct the Contractor

- to correct the default in the **seven (7) Days** immediately following the receipt of such notice.
- 14.3. If the correction of the default cannot be completed in the **seven (7) Days** specified, the Contractor shall be in compliance with the Owner's instructions if it:
- 14.3.1. commences the correction of the default within the specified time, and
 - 14.3.2. provides the Owner with an acceptable schedule for such correction, and
 - 14.3.3. completes the correction in accordance with such schedule.
- 14.4. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy it may have:
- 14.4.1. correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor provided the Engineer has certified such cost to the Owner and the Contractor;
 - 14.4.2. suspend all or a portion of the Work; or
 - 14.4.3. terminate the Contractor's right to continue the Work in whole or in part or terminate the Contract.
- 14.5. If the Owner terminates the Contractor's right to continue with the Work or any part thereof as provided in this General Condition, the Owner shall be entitled to:
- 14.5.1. take possession of the Work and the Products; and finish the Work or such part thereof by whatever method the Owner may consider expedient but without undue delay or expense;
 - 14.5.2. withhold further payments to the Contractor until the Work or such part thereof is completed;
 - 14.5.3. upon the date of the Construction Completion Certificate, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Engineer, including compensation to the Engineer for its additional services and a reasonable allowance as determined by the Engineer to cover the cost of corrections to portions of the Work performed by the Contractor that may be required under GC 37, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference; and
 - 14.5.4. upon expiry of the Warranty Period, charge the Contractor the amount by which the cost of corrections to the Contractor's work under GC 38 exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
- 14.6. In addition to the rights of termination set forth in this Contract, and without restricting those rights, the Owner may terminate this Contract, without cause, upon **ten (10) Days** written notice to the Contractor. The Contractor will be entitled only to any amounts owing to the Contractor by the Owner up to the effective date of the termination, plus any reasonable cancellation costs incurred directly by the Contractor as a result of the termination, subject to any rights of the Owner to set-off amounts

owed to the Owner as provided for in this Contract, and shall have no further claims against the Owner, including for any consequential damages, loss of profit, or loss of revenue.

- 14.7. The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed by it up to the time of termination shall continue in force after such termination notwithstanding any reduction of payments by the Owner to the Contractor.
 - 14.8. The Owner has the right to terminate the Contract if it is determined that the Contractor is not cooperating or participating fully in the Prime Contractor Safety Management program and has not provided the required Health & Safety Management support system.
15. Contractor's Right to Suspend the Work or Terminate the Contract
- 15.1. If the Work is stopped or suspended by the Owner or an Order of any Court or other public authority and when the period of such stoppage or suspension exceeds ninety (90) Days, and when the stoppage or suspension occurs through no act or fault of the Contractor, its agents, or servants, the Contractor may terminate the Contract.
 - 15.2. If the Owner should fail to pay to the Contractor any sum certified by the Engineer or awarded by arbitrators or a court within **thirty (30) Days** of such certificate or award, then the Contractor may notify the Owner in writing that the Owner is in default of its contractual obligations and instruct the Owner to correct the default in the **fifteen (15) Days** immediately following the receipt of such notice.
 - 15.3. If the Owner fails to correct the default in the time specified or subsequently agreed upon, the Contractor may suspend the Work or terminate the Contract.
 - 15.4. If the Contractor terminates the Contract in accordance with GC 15.1 or 15.3, the Owner shall pay to the Contractor all amounts due to the Contractor on account of the Contract Price earned to that date together with reasonable and properly documented costs incurred by the Contractor in demobilizing and terminating its contracts with Subcontractors.
16. Subcontractors and Suppliers
- 16.1. Unless otherwise agreed to by the Owner in writing, the Contractor shall employ those Subcontractors and Suppliers listed in the Bid Form.
 - 16.2. The Owner may, for reasonable cause, at any time before the Owner has signed the Contract, object to the use of a proposed Subcontractor or Supplier and require the Contractor to employ an acceptable alternative Subcontractor or Supplier.
 - 16.3. In the event that the Owner requires a change from a proposed Subcontractor or Supplier, the Contract Price shall be adjusted by the difference in cost, without mark-up, occasioned by such change.
 - 16.4. The Contractor shall not be required to employ as a Subcontractor or Supplier a person or firm to whom it may reasonably object.
 - 16.5. The Contractor shall preserve and protect the rights of the parties under the Contract with respect to any of the Work to be performed under subcontract and shall:

- 16.5.1. enter into contracts or written agreements with Subcontractors and Suppliers to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents;
 - 16.5.2. incorporate the terms and conditions of the Contract Documents into all contracts or agreements it enters into with Subcontractors and Suppliers; and
 - 16.5.3. be as fully responsible to the Owner for acts and omissions of Subcontractors and Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 16.6. The Engineer may, at its discretion, upon request from a Subcontractor and upon being apprised of the terms of the subcontract between a Subcontractor and the Contractor, provide to the Subcontractor information as to the percentage or quantity of the Subcontractor's work which has been certified for payment.
- 16.7. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor or Supplier and the Owner or the Engineer.
- 16.8. The Contractor shall comply and require that its Subcontractors and Suppliers comply with Appendix "F" – Code of Conduct.
17. Other Contractors
 - 17.1. The Owner reserves the right to let separate contracts in connection with the Project to Other Contractors or perform certain work by its own forces.
 - 17.2. When separate contracts are awarded for different parts of the Project, or work is performed by the Owner's own forces the Owner shall require or provide insurance coverage to the same extent as is called for in GC 45; such insurance shall be coordinated with the insurance coverage of the Contractor as it affects the Work.
 - 17.3. The Contractor shall not commit or permit any act which will interfere with the performance of the work of Other Contractors or the Owner's own forces and shall coordinate and connect, as specified or shown in the Contract Documents, the Work with such work so as not to hinder the progress or completion of such work.
 - 17.4. The Contractor shall coordinate the work of all trades and Other Contractors and determine to what extent work specified in each section of the specifications is affected by work indicated elsewhere and make all necessary allowances for their integration. All additional work resulting from failure to make such determination shall be done at no cost to the Owner.
 - 17.5. The Contractor shall report to the Engineer any apparent deficiencies in the work of Other Contractors or the Owner's own forces which would affect the Work immediately as they come to its attention and shall confirm such report in writing. The Contractor waives any claim against the Owner or the Engineer arising out of, or relating to an apparent deficiency in the work of Other Contractors or the Owner's own forces unless the Contractor provides immediate notice thereof to the Engineer.
 - 17.6. The Owner and the Contractor shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of Other Contractors or the Owner's own forces.

18. Contract Price
- 18.1. The Contract Price shall be accepted by the Contractor as full compensation for everything furnished and done by the Contractor under the Contract, including:
- 18.1.1 all Work;
- 18.1.2 all loss or damage arising out of the nature of the Work, the conditions of the Place of the Work and the action of the weather, elements, or any other unforeseen obstruction or difficulty encountered in the performance of the Work;
- 18.1.3 all risks and obligations of every description connected with the Work;
- 18.1.4 all expenses incurred by or in consequence of any delay or impact in the performance of the Work, or the suspension or discontinuance of the Work except as expressly excluded pursuant to GC 11; and
- 18.1.5 completing the Work as provided in the Contract.
- 18.2. Except for items of Work, if any, for which the applicability of this GC 18.2 has been specifically excluded elsewhere in the Contract, the Owner and the Contractor shall adjust a rate or price contained in the Contract:
- 18.2.1. if the actual quantity of work executed under the item exceeds or falls short of the estimated quantity specified in the Bid Form by more than twenty percent (20%);
- 18.2.2. if there is no off-setting adjustment with respect to the quantity of any other item of work;
- 18.2.3. if, based on the actual quantity of work executed and the rate or price contained in the Bid Form, the extended amount of the item exceeds ten percent (10%) of the original Contract Price; and
- 18.2.4. if the Owner, in consultation with the Engineer and the Contractor, believes that the quantity variation requires an increase or decrease in the rate or price.
- 18.3. An adjusted rate or price made pursuant to GC 18.2, where the actual quantity of work executed under the item exceeds the estimated quantity specified in the Bid Form by more than twenty percent (20%), shall apply only to the quantity that is in excess of one hundred and twenty percent (120%).
- 18.4. An adjusted rate or price made pursuant to GC 18.2, where the actual quantity of work executed under the item falls short of the quantity specified in the Bid Form by more than twenty percent (20%), shall not exceed the rate or price that would cause the total amount paid for the item to exceed eighty percent (80%) of the product of the original rate or price contained in the Bid Form multiplied by the estimated quantity specified in the Bid Form.
- 18.5. The quantities of work performed shall be determined by the Engineer and such determinations shall be final and binding.

19. Taxes and Duties

- 19.1. Unless otherwise stated in the Contract Documents, the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.
- 19.2. Except with respect to the federal Goods and Services Tax (GST), any increase or decrease in costs to the Contractor due to changes in such taxes and duties, after the Bid Closing Time, shall increase or decrease the Contract Price accordingly.

20. Permits, Royalties, Laws and Rules

- 20.1. The Contractor shall obtain and pay for the building permit and all other permits, licences, inspections and certificates and pay all fees required for the performance of the Work but this shall not include the obtaining of permanent easements or rights of servitude. The Contract Price shall include the cost of these permits, licenses, inspections, certificates, and fees. Except where otherwise specified, the Contractor shall pay all royalties, rent and other payments or compensation (if any) for obtaining all materials required for the Work.
- 20.2. The required permits, licenses, and applications must be secured by the Contractor and a copy provided to the Engineer and Owner a minimum **five (5) Days** prior to the start of the Work or in accordance with the applicable timelines of the required permit, license, and application. The Owner required permits are listed in Section 00 30 00 – Available Information. The Contractor shall satisfy this notification timeline as a condition of the Contract regardless of any other published timeline requirements. Road Closure Permits are to be submitted to the City of Lloydminster, but copies of all permits are to be concurrently provided to both the Engineer and Owner project managers.
- 20.3. The Contractor shall comply with all laws, ordinances, rules, regulations, codes and orders relating to the Work, and any Federal, Provincial, and Municipal regulations and/or by-laws governing the various phases of work. The Contractor shall obtain and pay for all other permits and licenses required by the Province, Municipality, or any other authority to enable the Contractor to do all things necessary to perform the Work. The Contractor shall also notify all Subcontractors to obtain and pay for all permits and licenses required either by the Province, Municipality, or any other authority to enable the Contractor/Subcontractor(s) to do all things necessary to complete the Work, according to the provisions of the Contract.
- 20.4. The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are in force during the performance of the work, which relate to the preservation of the public health and to construction safety. The Contractor shall post and maintain for the duration of the work a safety notice in a prominent location on the construction site.
- 20.5. If the Contractor becomes aware that the Contract Documents are at variance or contrary to any laws, ordinances, rules, codes and orders of the authorities having jurisdiction and the Contractor fails to notify the Engineer in writing and obtain their direction immediately, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the cost, expense and damages attributable to their failure to comply with the provision of such laws, ordinances, rules, regulations, codes and orders.

21. Cash Allowances

- 21.1. The Contract Price includes cash allowances (if any) stated in the Contract Documents.
- 21.2. Cash allowances, unless otherwise specified, cover the net cost to the Contractor of services, Products, construction machinery and equipment, freight, unloading, handling,

storage, installation and other authorized expenses incurred in performing the Work stipulated under the cash allowance.

- 21.3. The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowance.
 - 21.4. Expenditures under cash allowances shall be authorized by the Owner through the Engineer. Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance the Contractor shall be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess, provided that the Contractor has obtained prior written approval from the Engineer for any excess costs. Where the actual cost of the Work under any cash allowance is less than the amount of the allowance, the Owner shall be credited for the unexpended portion of the cash allowance, but not the Contractor's overhead and profit on such amount.
 - 21.5. The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
 - 21.6. Progress payments on account of authorized expenditures under cash allowances shall be certified on the Engineer's monthly certificates for payment.
 - 21.7. A schedule shall be prepared jointly by the Engineer and the Contractor to show when items called for under cash allowances must be authorized by the Engineer for ordering purposes so that the progress of the Work shall not be delayed.
22. Applications for Payment
- 22.1. The Engineer shall prepare Progress Certificates and the Contractor shall not be required to make application for payment.
 - 22.2. If, because of climatic or other conditions reasonably beyond the Contractor's control, there are items of work which cannot readily be completed, the payment for the work which has been completed shall not be delayed on account thereof, but the Owner or the Engineer may withhold a sufficient and reasonable sum in addition to the holdback required by the applicable *Prompt Payment Legislation*, as will adequately protect the Owner.
 - 22.3. The end of the 25th day in each month is deemed by the Engineer as the cut-off date for progress payment purposes. The Engineer's representative will measure the work performed to this date. These measurements shall be promptly reviewed by the Contractor. Once agreed upon by the Contractor, the Engineer shall submit a recommendation for payment to the Owner no later than **fifteen (15) Days** afterward.
 - 22.4. The Contractor shall submit to the Engineer, to be included with each Progress Certificate, a statutory declaration stating that all wages, Subcontractors and Suppliers have been paid in respect of the performance of the Work and documentation satisfactory to the Engineer showing compliance with WCB requirements. Unless otherwise specified in the Contract Documents, the form of such statutory declarations shall be in the form shown in Appendix "D" of these General Conditions.
 - 22.5. Unless otherwise stated in the Contract Documents, material delivered to the site will not be paid for until such time that the material is incorporated into the work. If requested by the Engineer, through consultation with the Owner and the Contractor; the Contractor may submit a claim for material delivered to the place of work for unforeseen situations beyond the Contractor's control.

- 22.6. All claims for changes in the Work must meet the requirements of GC 24 and GC 25 and must be submitted to the Engineer for certification.
- 22.7. Accompanying the Progress Certificate shall be the Contractor's invoice associated with the work performed. The Contractor shall submit to the Owner and Engineer a monthly invoice for the Contract Price containing all information required by the *Prompt Payment Legislation* as part of a "Proper Invoice", and which shall include the Contractor's legal business name and operating name (if different), address, unique invoice number, date of issuance, the project name and project number assigned by the Owner or the Engineer, and the following line items with corresponding dollar amounts:
- 22.7.1. The gross value of the Progress Certificate (the amount prior to any deductions);
- 22.7.2. The value of any non-recoverable asphalt concrete pavement adjustments, as identified within Section 32 12 16, if any;
- 22.7.3. The value of the recoverable deficiency holdbacks associated with defective work, as outlined in GC 37, if any; and
- 22.7.4. The value of the recoverable 10% holdback, as identified within Section 00 52 00;
- 22.7.5. The net value of the Progress Certificate (the amount less any deductions) prior to applicable taxes.
23. Certificates for Payment
- 23.1. The Engineer shall issue a Payment Certificate for payment within **ten (10) Days** after receipt of an invoice under GC 22.7 from the Contractor, setting out the amount which the Engineer has determined, to the best of the Engineer's knowledge, information and belief, is properly due to the Contractor for the Work performed to date.
- 23.2. By issuing a Payment Certificate, the Engineer shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences or procedures or that it has made any examination to determine how or for what purposes the Contractor or the Subcontractors have used the money paid on account of the Contract Price. All certificates issued by the Engineer shall be correct and complete to the best of its knowledge, information and belief.
- 23.3. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. The Owner shall make prompt payment to the Contractor on account in accordance with Clause 4 of the Agreement. Neither the recommendation or certification of any progress or final payment by the Engineer, nor the issuance of any certificate for payment, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work or Products which are not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

- 23.4. The Engineer shall not certify any payment until the Contract Work Schedule required in GC 11.2, the evidence of insurance required by GC 45, and the Contract Security have been received by the Engineer.
24. Changes in the Work
- 24.1. The Owner, or the Engineer on the authority of the Owner and as the Owner's agent, may, without invalidating the Contract, make changes by altering, adding to or deducting from the Work.
- 24.2. When a change in the Work is proposed or required, the Contractor shall present to the Engineer the Contractor's claim for an adjustment to the Contract Price and/or the Contract Time, if any, with appropriate documentation in a form acceptable to the Engineer.
- 24.3. The Owner shall review the claim for adjustment and shall promptly respond as to the acceptability of the proposed adjustments in no case later than **seven (7) Days** from receiving the claim.
- 24.4. No changes in the Work shall be undertaken without written authorization of the Engineer and no claim for addition to or deduction from the Contract Price shall be valid unless so authorized and at the same time valued as provided in GC 25.
- 24.5. All changes in the Work shall be executed under the conditions of the original Contract, except that any adjustment to the Contract Time caused thereby shall be determined at the time of ordering such change or addition as provided in GC 11.
25. Valuation of Changes
- 25.1. The valuation of any changes in the Work shall be determined, at the Owner's discretion, by one or more of the following methods:
- 25.1.1. by unit prices provided for in the Bid Form;
- 25.1.2. by unit prices agreed upon;
- 25.1.3. by estimate and acceptance in a lump sum; or
- 25.1.4. on a force account basis.
- 25.2. Compensation for work done on a force account basis under GC 25.1.4, authorized by a Change Order issued by the Engineer, shall be calculated as follows:
- 25.2.1. Labour Rates – All classifications of labour not priced separately in the Bid Form will be paid for at rates actually paid by the Contractor. A payroll assessment of twenty-five percent (25%) will be allowed to cover all costs including pension, holiday pay, payroll administration, insurance and similar fringe benefits. Small tool allowance will be at the rate of four percent (4%) of gross cost of labour. The Contractor will be allowed a ten percent (10%) profit based on the gross cost of labour as described above.
- 25.2.2. Equipment Rates – The rates for equipment, vehicles and power tools shall include operator's wages, all maintenance and operating costs and the Contractor's profit. All equipment not priced separately in the Bid Form will

- be paid for at rates listed in the latest edition of Alberta Roadbuilders and Heavy Construction Association Rental Rates on Contractor's Equipment.
- 25.2.3. Materials – Products supplied by the Contractor shall be paid for at Supplier's invoice price plus an additional payment of ten percent (10%) of cost to cover handling and indirect overhead costs, plus ten percent (10%) of all costs including indirect overhead as profit.
- 25.2.4. Equipment Rentals – The allowance to the Contractor for profit, superintendence, and all other expense related shall be ten percent (10%) of the rental agency's invoice to the Contractor for the rental of tools and miscellaneous building equipment.
- 25.2.5. Subcontractors – For subcontract work, the allowance to the Contractor for profit, superintendence, and all other expenses shall be ten percent (10%) of the subcontractor's invoice for such work performed.
- 25.3. Any discounts, refunds or rebates not reflected in the invoiced costs and any salvage value of reusable materials shall be subtracted when determining cost. All expenditures must be certified by the Engineer. The Contractor shall keep, in such form as the Engineer may reasonably require, an accurate account of costs, together with all supporting documents, and the Owner shall have the right to audit the same.
- 25.4. All items of cost which are not set forth in GC 25.2 shall be absorbed by the Contractor as part of the Contract Price. Without limiting the generality of the foregoing, reimbursement of costs to the Contractor shall not include any of the following:
- 25.4.1. salary of any person employed, during the execution of the Work, in the main office or in any regularly established branch office of the Contractor;
- 25.4.2. overhead or general expenses of any kind, except as these may be expressly included in the above definition of cost;
- 25.4.3. cost of small tools;
- 25.4.4. interest on capital employed in plant or for expenditures on the Work;
- 25.4.5. depreciation;
- 25.4.6. insurance; or
- 25.4.7. Contract Security.
- 25.5. No payment on account of changes in the Work shall be made until the value thereof shall have been determined as herein provided and an application requesting payment of same processed in accordance with the provisions of GC 22.

- 25.6. If the valuation, measurement and adjustment to the Contract Price and/or the Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with, then the Engineer shall determine the valuation, measurement and adjustment to the Contract Price and/or the Contract Time subject to the provisions of GC 47. In this case the Engineer shall, with the consent of the Owner, issue a Change Directive setting out the valuation, measurement and adjustment to the Contract Price and/or the Contract Time.
- 25.7. The balance of the Work of the Contractor shall not be delayed pending agreement on resolution of the valuation of any change in the Work.
26. Contractor's Responsibilities
- 26.1. The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work using its best skill and attention. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, for safety precautions and programs (unless otherwise specifically agreed to in writing by the Owner or required by the applicable construction safety legislation) and for coordinating all portions of the Work. At all times the onus shall be and remain on the Contractor to carry out and complete the Work in accordance with the Contract Documents.
- 26.2. The Contractor shall provide all necessary supervision and appoint a competent representative and necessary assistant(s) who shall be in attendance at the Place of the Work at all times during the progress of the Work. The representative shall not be changed except for valid reason. The representative shall represent the Contractor and information and instructions given to it by the Engineer shall be deemed to have been given to the Contractor. All instructions shall be confirmed to the Contractor in writing by the Engineer.
- 26.3. The Contractor shall designate a responsible member of its organization at the Place of the Work, whose duty shall be the prevention of incidents. This person shall be the Contractor's representative unless otherwise designated in writing by the Contractor to the Owner and the Engineer.
27. Safety and Protection of the Work and Property
- 27.1. The Contractor shall ensure compliance on its part and on the part of all the Subcontractors with the applicable legislation, regulations, acts, codes, and policies, including, but not limited to the National Building Code, Alberta and Saskatchewan Occupational Health and Safety, Worker's Compensation Board Standards, Industry Standards, and municipal requirements having to do with the prevention of incidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation. The Contractor shall provide to the Owner, on the Engineer's request, evidence of such compliance with the requirements of the applicable legislation, regulations, acts, codes, and policies, including, but not limited to the National Building Code, Alberta and Saskatchewan Occupational Health and Safety, Worker's Compensation Board Standards, Industry Standards, and municipal requirements, including payments due for Workers' Compensation Insurance.
- 27.2. In any case where, pursuant to the provisions of the applicable Workers' Compensation or Occupational Health and Safety legislation, the appropriate board or authority orders the Contractor or one or more of the Subcontractors, in respect of their operations under the Contract, to cease operations because of failure to install or adopt safety devices or appliances directed by order of the said board or authority or required under said

legislation, or because said board or authority is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the Contractor shall cease operations forthwith and shall ensure immediate compliance on its part and on the part of all the Subcontractors with such orders. The Contractor shall promptly, within two (2) hours, report in writing to the Owner and the Engineer any information associated with a directive to cease operations.

- 27.2.1. The Contractor shall complete a detailed incident report and investigation of the incident and provide the Owner a preliminary report within **twelve (12) hours** of the incident occurring.
- 27.2.2. Once completed, the Contractor shall provide the Owner with a finalized report of the incident that includes investigative findings and corrective actions taken.
- 27.3. The Contractor is responsible for all site safety and shall be deemed to be the Prime Contractor for the Work Site for the purposes of all occupational health and safety regulations during the time period specified in Appendix "G", provided that the Owner or the Engineer can unilaterally amend Appendix "G" at any time and the Contractor shall not be entitled to an extension of time or compensation for costs incurred as a result of such amendment. Notwithstanding the foregoing, in the event that the Owner fails to designate a contractor as the Prime Contractor in Appendix "G", then the Contractor is assigned the role of Prime Contractor from the time that the Owner or the Engineer delivers to the Contractor written notice of such designation until such time as the Owner or the Engineer delivers to the Contractor written notice that another contractor has been appointed Prime Contractor and for any additional period(s) of time as the Engineer may advise by written notice re-appointing the Contractor as the Prime Contractor.
- 27.4. If the Owner or the Engineer is of the reasonable opinion that the Contractor has not taken such precautions as are necessary to ensure compliance with the requirements of GC27.1, the Owner may take or order any remedial measures which it deems necessary, including suspending the performance of all or any portion of the Work, and the Owner may use the employees of itself, the Contractor, any Subcontractor or any Other Contractor to perform such remedial measures. The cost of any work suspension and of the performance of any remedial measures shall be borne by the Contractor.
- 27.5. The Contractor shall file any notices or any similar document (including, without limitation, a Notice of Project where applicable) required pursuant to the Contract or the applicable Safety Regulations. This duty of the Contractor shall be considered to be included in the Work and no separate payment therefor shall be made to the Contractor.
- 27.6. Where the Contractor will not be the Prime Contractor, or during any period of time when the Contractor is not the Prime Contractor, the Contractor:
 - 27.6.1 shall follow all reasonable directions issued by the Prime Contractor regarding compliance with the Safety Regulations; and
 - 27.6.2 waives any claim for an extension of Contract Time or compensation for costs incurred as a result of the Contractor's compliance with any directions referred to in GC 27.6.1.
- 27.7. Notwithstanding any agreement by the Owner or the Engineer to undertake some of the duties that would normally be undertaken by the Prime Contractor pursuant to the Safety Regulations, neither the Owner nor the Engineer shall be the Prime Contractor unless otherwise specifically agreed to in writing by the Owner and the Engineer.

- 27.8. Without in any way limiting the generality of the foregoing and except as otherwise provided, the Contractor shall comply fully with the following provisions:
- 27.8.1. the Contractor shall provide at least **seventy-two (72) hours'** written notice to all utility companies and property owners in the immediate vicinity of its operations prior to the commencement of construction and shall, if requested, co-operate, without additional cost to the Owner, with such parties in the protection, removal or relocation of their installations and property;
 - 27.8.2. unless otherwise provided in the Contract Documents, the Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive safety program that adheres to legislative requirements and industry standards. The Contractor shall:
 - 27.8.2.1. Ensure that their safety program is implemented prior to work commencement and remains implemented for the duration of the work;
 - 27.8.2.2. Ensure that competent supervisory personnel are in place for the duration of the work conducted, and that supervisors take all precautions necessary to protect the health and safety of every worker under the supervisor's supervision, other workers present at the worksite, and other persons at or in the vicinity of the worksite; and
 - 27.8.2.3. Have a health and safety representative or health and safety committee for projects that meet the minimum requirements identified by Alberta or Saskatchewan Occupational Health and Safety Legislation. Representatives or committees must adhere to appropriate provincial Occupational Health and Safety legislation.
 - 27.8.3. the Contractor shall provide a copy of its Certificate of Recognition in jurisdictions where this is applicable or otherwise provide a copy of the safety program described in GC 27.8.2 to the Engineer for delivery to the Owner prior to the commencement of the Work and shall, at all times during which the Contractor is the Prime Contractor, ensure, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the Project complies with such program;
 - 27.8.4. the Contractor shall designate a safety representative who shall be qualified and authorized to supervise and enforce compliance with the safety program;
 - 27.8.5. while the Contractor is the Prime Contractor, the Contractor shall arrange regular safety meetings at its expense. Upon completion of the Work, the Contractor shall submit all minutes of such meetings to the Owner upon request;
 - 27.8.5.1. the Contractor shall arrange and deliver regular safety meetings, at their expense. Safety meetings shall occur at a minimum of once per month and shall include topics related to work activities and associated hazards. The Contractor shall record the minutes of safety meetings and maintain a complete file for review upon request by the Owner. A copy of this file shall be provided to the Owner upon completion of the work.
 - 27.8.5.2. the Contractor shall arrange and hold daily toolbox or tailgate meetings prior to work commencement. The topics reviewed at

toolbox or tailgate meetings shall include work assignments for the day and associated hazards and implemented controls. All affected workers shall be in attendance and involved in the meeting. The Contractor shall record the minutes of toolbox or tailgate meetings and maintain a complete file for review upon request by the Owner. A copy of this file shall be provided to the Owner upon completion of the work.

- 27.8.6. at all times during which the Contractor is the Prime Contractor, the Contractor shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against incident or injury as prescribed by the governing authorities;
- 27.8.7. when the use of explosives is necessary for the performance of the Work, the Contractor shall observe the utmost care not to endanger life or property. The method of storing and handling explosives and highly flammable materials shall conform to all applicable statutes, bylaws and regulations and the Contractor shall be responsible for obtaining all required permits thereunder;
- 27.8.8. the Contractor shall perform all work in a fire-safe manner as well as in compliance with the National Fire Code and shall provide appropriate fire-fighting equipment, at their expense. Workers shall be trained in the proper use of fire-fighting equipment;
- 27.8.9. night work shall only be performed by the Contractor if permission is given beforehand by the appropriate authorities. When Work is carried out at night, the Contractor shall supply a sufficient number of electric or other approved lights to enable the Work to be done in a safe and satisfactory manner;
- 27.8.10. except as otherwise agreed to in the Contract, at all times during which the Contractor is the Prime Contractor, the Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the job site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with the Safety Regulations;
- 27.8.11. the Contractor shall promptly, within **two (2) hours**, report in writing to the Owner and the Engineer all incidents of any sort arising out of or in connection with the performance of the Work, whether on or adjacent to the Site, giving full details and the statements of witnesses. If death or serious injuries or damages are caused, the incident shall be immediately reported by the Contractor to the Owner and the Engineer by telephone or messenger in addition to any reporting required under provincial laws and regulations. The Contractor shall immediately notify the appropriate provincial occupational health and safety authority of any Potentially Serious Injuries, Dangerous Occurrences, or Serious Injuries or Incidents; and
 - 27.8.11.1. the Contractor shall complete a detailed incident report and investigation of the incident and provide the Owner a preliminary report within **twelve (12) hours** of the incident occurring.

- 27.8.11.2. once completed, the Contractor shall provide the Owner with a finalized report of the incident that includes investigative findings and corrective actions taken.
- 27.8.12. if a claim is made by anyone against the Contractor or any Subcontractor on account of any incident, the Contractor shall promptly report the facts in writing to the Owner and the Engineer, giving full details of the claim.
- 27.9. Section 27.9 has been removed from Section 00 72 00 – General Conditions (12/04/2020).
- 27.10. The Contractor shall protect the Work, the Owner's property and the property adjacent to the Place of the Work from damage and shall make good and restore to its original condition, at its own expense, any damage which may arise as the result of its operations under the Contract, except damage which occurs solely as the result of:
- 27.10.1. errors in the Contract Documents, and/or
- 27.10.2. acts or omissions by the Owner, its agents, employees or Other Contractors.
28. Damages and Responsibility
- 28.1. Should the Contractor cause loss or damage to any Other Contractor, the Contractor agrees upon due notice to settle with such Other Contractor by negotiation or arbitration. If such Other Contractor sues the Owner and/or the Engineer on account of any loss or damage alleged to have been so sustained, the Owner and/or the Engineer shall notify the Contractor who shall defend such proceedings at the Contractor's expense and, if any final order or judgment against the Owner and/or the Engineer arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner and/or the Engineer. If the Contractor becomes liable to pay or satisfy any final order or judgment against the Owner and/or the Engineer, the Contractor shall have the right, upon undertaking to indemnify the Owner and/or the Engineer against any and all liability for costs, to appeal in the name of the Owner and/or the Engineer such final order or judgment to any and all courts of competent jurisdiction.
- 28.2. The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, employees and subconsultants from all claims, demands, losses, damages, costs (including legal fees on a solicitor and own client basis), actions or proceedings of whatever nature arising out of the Work furnished by the Contractor, Subcontractors or Suppliers under the Contract Documents. If the Contractor becomes delinquent on any indebtedness which has become or may become a lien upon any property of the Owner or which may become a claim against the Owner or its property, then, upon the Owner's or the Engineer's request, the Contractor shall immediately pay such indebtedness and cause such lien or claim to be discharged and removed at the Contractor's cost; failing which, the Owner may do so and deduct the cost thereof from any payments then or thereafter due to the Contractor. The Owner shall have the right to hold all sums due or to become due to the Contractor, without interest, until satisfactory evidence is furnished to the Owner that all liens and claims have been settled and released.
29. Indemnification
- 29.1. The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their directors, officers, employees, agents and subconsultants from and against all claims, demands, damages, losses, expenses, costs including legal fees on a solicitor and own client basis, actions, suits or proceedings by whomsoever made, brought or

prosecuted in any manner based upon, related to, occasioned by or arising out of, resulting from or attributable to the acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Work, breach of any term contained in this Contract (including, without limitation, the warranties), or negligence. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation legislation, disability benefit acts or other employee benefit acts and shall survive the termination of the Contract.

29.2. GC 29.1 may be relied upon by the Engineer and its directors, officers, employees, agents and subconsultants and may be enforced directly by any of them against the Contractor in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the Contractor.

30. Infringement

30.1. The Contractor shall indemnify and save harmless the Owner and the Engineer from and against all claims and proceedings for or on account of infringement of any patent, trademark, copyright, trade secret or other protected rights in respect of any equipment or material used for or in connection with the Work and from and against all claims, demands, proceedings, damages, costs (including legal costs on a solicitor and own client basis), charges and expenses whatsoever in respect thereof or in relation thereto.

31. Toxic and Hazardous Substances and Materials

31.1. The Contractor shall not cause, bring, permit or suffer to be brought any toxic or hazardous substances or materials onto the Place of the Work or any part thereof, except to the extent that such toxic or hazardous substances or materials are required by the Contract Documents.

31.2. Upon becoming aware of any toxic or hazardous substances or materials at the Place of the Work, the presence of which constitutes an offence or breach of the Contract Documents or any law, bylaw or regulation or is reportable under any law, bylaw or regulation relating to toxic or hazardous substances or materials and the protection of the environment, the Contractor shall promptly give written notice to the Owner, with a copy to the Engineer, of the presence of such toxic or hazardous substances or materials, and:

(i) comply with all lawful orders or reasonable requests from the Owner, the Engineer or any government authority relating to such toxic or hazardous substances or materials;

(ii) where the toxic or hazardous substances or materials were introduced to the Place of the Work by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor shall, at its own cost, undertake and complete all removal and remedial actions necessary to contain, remove and clean-up such toxic or hazardous substances or materials to the reasonable satisfaction of the Owner, the Engineer and all appropriate regulatory authorities.

31.3. The Contractor shall indemnify and hold harmless the Owner and the Engineer and their directors, officers, employees, agents and subconsultants from and against all claims, demands, damages, losses, expenses, costs including legal fees on a solicitor and own

client basis, actions, suits or proceedings arising out of or resulting from exposure to, or the presence of, any toxic or hazardous substances or materials which were introduced to the Place of the Work by the Contractor any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 31.4. GC 31.3 may be relied upon by the Engineer and its directors, officers, employees, agents and subconsultants and may be enforced directly by any of them against the Contractor in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the Contractor.

32. Submittals

- 32.1. The Contractor shall review, stamp with its approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any Other Contractor, all Submittals required by the Contract Documents or requested by the Engineer. Submittals shall be properly identified and shall be in the form specified or as the Engineer may require. At the time of submission, the Contractor shall inform the Engineer in writing of any deviation in the Submittals from the requirements of the Contract Documents. Submittals which require approval of any legally constituted authority having jurisdiction shall be submitted to such authority by the Contractor for approval.
- 32.2. By approving and submitting Submittals, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, or will do so, and that it has checked and coordinated all Submittals with the requirements of the Work and of the Contract Documents.
- 32.3. The Engineer shall review the Submittals with reasonable promptness, but only for general conformance with the Contract Documents. The Engineer's review of a separate item shall not indicate approval of such item or of any assembly in which the item functions. The Engineer's review of Submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation; provided that any such review and approval by the Engineer shall not relieve the Contractor from responsibility for errors or omissions in the Submittals themselves.
- 32.4. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of Submittals. The Contractor shall direct specific attention in writing or on resubmitted Submittals to revisions other than the corrections requested by the Engineer on previous submissions.
- 32.5. The Engineer does not warrant or represent that the information in the Submittal is accurate or complete. The Engineer's review does not relieve the Contractor of responsibility for errors or omissions in designs, including a Submittal, that are the Contractor's responsibility, and for conforming and correlating with all quantities and dimensions, performing the Work, selecting performance means and methods, coordinating with other parts of the Work and between Subcontractors, and performing the Work safely. Notwithstanding any review by the Engineer and subject only to GC 32.3, the Contractor remains solely responsible for compliance with the Contract Documents.

33. Notice to Proceed

33.1. The Contractor shall not enter the Place of the Work until it has received written "Notice to Proceed" from the Engineer. The "Notice to Proceed" will not be issued until the Contractor has furnished the Engineer with the required certificates of insurance as required by GC 45, has furnished Contract Security as required by GC 46, and has executed and returned the Contract Agreement. The Contractor shall begin work promptly following receipt of the "Notice to Proceed" and shall prosecute the Work in accordance with GC 11.

34. Laying Out Work

34.1. Unless otherwise stipulated in the Contract Documents, all Work is to be laid out by the Engineer. This shall include, but not be limited to, batter boards, sight rails, stakes and marks, and bench marks and/or control points as required. Layout will consist of horizontal and vertical baseline controls.

34.2. The Contractor shall exercise due diligence in preserving and protecting all bench marks, control points and survey stakes established by the Engineer for its use in executing the Work. In the case of wilful or careless destruction of the bench marks, control points and survey stakes, the Contractor shall be fully responsible for the costs of re-establishing such survey control.

34.3. The Contractor shall provide and pay for all stakes, markers and tools.

34.4. The Contractor shall, at all times, safeguard all survey control markers, statutory iron pins, and lot corner posts/pins and shall be fully responsible, at its entire cost, for re-establishing all survey control markers, statutory iron pins, and lot corner posts/pins disturbed or removed without authorization from the Engineer.

34.5. Before commencing work, the Contractor shall satisfy itself as to the meaning and correctness of all stakes, markers and instructions provided by the Engineer. Should the Contractor find a discrepancy between the Plans and Drawings and the construction survey stakes provided by the Engineer, they shall immediately notify the Engineer for interpretation and instruction as no claims shall be considered for any allowance based on alleged inaccuracies, failure to read reference points correctly, or failure to interpret instructions correctly.

34.6. The Contractor shall provide sufficient advance notice to the Engineer of its requirement for construction survey stakes. Such advance notice shall be a minimum of forty-eight (48) hours unless mutually agreed upon otherwise by the Contractor and the Engineer.

35. Inspection of Work

35.1. The Owner, or the Engineer on the Owner's behalf, and their representatives shall, at all times, have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

35.2. If the Contract Documents, the Engineer's instructions, or the laws or ordinances of the Place of the Work require any work to be specially tested, inspected or approved, the Contractor shall give the Engineer timely notice of readiness of the Work for all required tests, inspections or approvals. The Contractor shall arrange for tests, inspections or approvals by other authorities and shall give the Engineer timely notice of the date and time. If the Contractor covers, or permits to be covered, Work that has been designated for special tests, inspections or approvals before such tests, inspections or approvals are made, given or completed, the Contractor shall, if so requested, uncover the Work, have the inspections or tests satisfactorily completed and correct such work at its own

expense. The Contractor shall furnish promptly to the Engineer two (2) copies of certificates and inspection reports relating to the Work.

- 35.3. Re-examination of questioned work may be ordered by the Engineer. If such work is determined by the Engineer to be in accordance with the requirements of the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is determined by the Engineer to not be in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and shall pay the cost of re-examination and correction.
- 35.4. The Contractor shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the Contract Documents to be performed by the Contractor, or is designated by laws or ordinances applicable to the Place of the Work.
- 35.5. The Contractor shall pay the cost of samples required for any test or inspection to be performed by the Engineer or the Owner if such test or inspection is designated in the Contract Documents.
- 35.6. No obligation shall be imposed on the Owner or the Engineer by reason of any testing, inspection or approval made pursuant to GC35, nor shall any failure to test, inspect or approve relieve the Contractor of responsibility for the Work.

36. Defective Work

- 36.1. The Contractor shall promptly correct any defective Work which has been rejected by the Engineer as failing to conform to the Contract Documents, whether incorporated in the Work or not. Thereafter, the Contractor shall promptly correct any defective Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of Other Contractors destroyed or damaged by such correction.
- 36.2. If the Contractor does not correct such defective Work within the time fixed by written notice from the Engineer, the Owner may have such defective Work corrected at the expense of the Contractor. If the Contractor does not pay the expense of such correction within five (5) Days after receipt of an invoice therefor, the Owner may, upon **ten (10) Days'** written notice, deduct from the Contract Price all expenses that should have been borne by the Contractor.
- 36.3. If, in the opinion of the Engineer, it is not expedient to correct defective Work, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract Documents, the amount of which shall be determined by the Engineer. Any reduction of payment to the Contractor under GC 36 shall in no way relieve the Contractor from its obligations pursuant to the Contract.

37. Completion

- 37.1. When the Contractor believes that it has achieved Substantial Performance of the Work, in accordance with the Contract Documents, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be corrected or completed and apply for a review by the Engineer to establish Substantial Performance of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract. The Engineer shall, in evaluating whether Substantial Performance of the Work has been achieved, determine the amount of Work that has been performed by determining the total value of the Work by adding all approved Change Orders and

Change Directives to the Contract Price (the "Amended Contract Price") and then subtracting the value of the Work that is defective or deficient with the net amount being the "Work Performed". The percent performed shall be the ratio of the Work Performed to the Amended Contract Price multiplied by one hundred (100).

- 37.2. No later than **seven (7) Days** after the receipt of the Contractor's list and application, the Engineer shall arrange for an inspection the Work to verify the validity of the application and, after completing the inspection, shall notify the Contractor whether the Contractor has achieved Substantial Performance of the Work and issue a Certificate of Substantial Performance. No inspections will be scheduled during frozen ground or winter condition, but will be scheduled as soon as site conditions warrant non-frozen ground construction practices.
- 37.3. The Engineer shall prepare a written list of items of the Work to be corrected and/or completed that were apparent to it in its inspection and assessment of the Work. The issuance of this list does not relieve the Contractor from its obligation to correct and/or complete all defects and deficiencies in the performance of the Contract as provided for in GC 37. In addition to the monies to be held back in accordance with Clause 4 of the Agreement, the Owner may hold back monies equal to two (2) times the cost, as estimated by the Engineer, to correct and/or complete the items appearing in the said list from the net payment to be made following the issuance of the Construction Completion Certificate. As defects and deficiencies on the Engineer's list are remedied, the holdback monies corresponding to such defects and deficiencies shall be released to the Contractor. If the Contractor should fail to correct and/or complete such items within a reasonable time, the Owner may use the monies held back for defects and deficiencies to correct and/or complete such items.
- 37.4. Immediately following the issuance of the Certificate of Substantial Performance, the Engineer will issue a certificate for payment of holdback monies. The holdback monies authorized by this certificate shall become due and payable to the Contractor in accordance with the applicable *Prompt Payment Legislation* provided that the Contractor has submitted to the Engineer the documents required in Section 4.1.4 of the Agreement and has:
- a. provided to the Engineer a Certified Certificate of Title (or Titles) from the proper Land Titles Office evidencing that, as of the date after the holdback monies are due and payable under the applicable *Prompt Payment Legislation*, no Affidavit of Lien or Liens have been filed or other matter recorded to make effective any Builders' Lien or claim;
 - b. complied with any conditions imposed by the Owner in its acceptance of the recommendation of the Engineer to issue the Construction Completion Certificate; and
 - c. obtained and paid for all permits and licenses required either by the Province, the Municipality, or any other Authority having jurisdiction over the work performed.
- 37.5. Where, upon the application of the Contractor, the Engineer certifies that the Work of a Subcontractor has been substantially completed to its satisfaction prior to Substantial Completion of the Contractor's Work, the Owner may pay to the Contractor the holdback monies retained for such Subcontractor in accordance with the applicable *Prompt Payment Legislation* and any amounts so paid shall be deducted from the remainder of the Contract price. In making such an application, the Contractor will provide the Engineer with any documentation; which, in the opinion of the Engineer, is necessary to release the Owner from any obligations to the Subcontractor and Contractor, as the case may be.

- 37.6. When the Contractor has corrected and/or completed all defects and deficiencies required to fully complete the Work in accordance with the Contract Documents, the Contractor shall prepare and submit to the Engineer a request for a Construction Completion Certificate. The Engineer shall have **ten (10) Days** from receipt of the Contractor's application to review the Work and accept or reject the Contractor's application for a Construction Completion Certificate. No inspections will be scheduled during frozen ground or winter conditions but will be scheduled as soon as site conditions warrant non-frozen ground construction practices. If the Engineer accepts that a Construction Completion Certificate should be issued, the Engineer shall issue the Construction Completion Certificate. The date of Construction Completion shall be deemed to be the date of the final inspection of the Work, when all defects and deficiencies are deemed to be complete. The Engineer shall state the date of Construction Completion of the Work in the Construction Completion Certificate.
- 37.7. Correction and/or completion of defective and/or deficient Work noted at the time of notification of Substantial Performance shall be done promptly and within a reasonable time.
- 37.8. Prior to the issuance of a Construction Completion Certificate the Contractor shall provide to the Engineer all record documents, showing changes as constructed, operating and maintenance manuals, guarantees, warranties, certificates, reports, spare parts and spare materials required by the Contract Documents.
- 37.9. If the Engineer determines that a Construction Completion Certificate should not be issued, the Contractor shall perform the work required to fully complete the Work in accordance with the Contract Documents and thereafter provide the Engineer with another application for a Construction Completion Certificate. This process shall be repeated until a Construction Completion Certificate is issued in accordance with GC37.6. Additional costs, if any, incurred by the Owner for processing any second or subsequent application shall be borne by the Contractor, shall be due on demand, and may be deducted and retained by the Owner from any payment then or thereafter due to the Contractor under this Contract.
- 37.10. No payment made by the Owner under this Contract, or partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of Work or products, which are not in accordance with the requirements of the Contract Documents.
- 37.11. All certificates issued by the Engineer shall be correct and complete to the best of its knowledge, information and belief. By issuing any certificate, and Engineer does not guarantee correctness or completeness of the Work.
- 37.12. The acceptance by the Contractor of the Construction Completion Certificate or of any payment due thereunder shall constitute a warranty by the Contractor to the Owner that the Work has been performed in accordance with the Contract Documents and a waiver of all claims against the Owner and the Engineer, whether in contract, tort or otherwise (including without limitation claims for or relating to breach of contract, breach of warranty, fundamental breach, negligence, misrepresentation and strict liability), except those made in writing prior to the date of the Construction Completion Certificate and still unsettled, if any, and those relating to any Substantial Defects in the Work which the Contractor is required to correct following the expiration of the Warranty Period as described in GC 38.7.2.
38. Warranty
- 38.1. Without restricting any warranty or guarantee either made by the Contractor or implied by law, the Contractor shall, at its own expense, promptly correct any defective Work

that is observed or discovered prior to the expiration of the Warranty Period, whether or not such defects could have been observed or discovered during construction, and the Contractor shall promptly pay for any damage resulting from such defects. The Contractor shall be responsible for maintenance and corrections which are a direct result of faulty material and/or workmanship. For underground utilities, any repairs necessary due to trench or fill settlements prior to approval of the surface improvements Final Acceptance Certificate shall be at the Contractor's expense, in accordance with GC 38.7. Any certificate issued pursuant to the Contract shall not relieve the Contractor from this responsibility.

- 38.2. The Owner shall give notice of any defective Work within a reasonable time of observing such defect. The Contractor shall correct all defective Work within **fifteen (15) Days** of receipt of written notice from the Owner or such time as the Engineer determines is reasonable for the remediation.
- 38.3. Should the Contractor fail to proceed with the correction of such defective Work within **fifteen (15) Days** from the date of notice from the Engineer to do so, the Owner may, after giving an additional **fifteen (15) Days'** written notice to the Contractor, take all necessary steps to have the work done by another contractor and the costs of, and incidental to, the doing of the said work shall be paid by the Contractor or its Surety. At the Owner's option, such costs, together with the damages resulting from such defects, may be deducted from any monies then or thereafter due and payable to the Contractor under the Contract, or the Owner may recover the same from the Contractor and its Sureties as monies paid for and on behalf of the Contractor at its request. The Engineer shall decide the necessity and extent of the correction and the nature thereof. In emergency situations, endangering life or property, the Owner shall proceed with repairs and thereupon advise the Contractor of the failure, and the resulting costs shall be paid by the Contractor.
- 38.4. The correction of all defects shall be executed at such time as is convenient to the Owner. This may entail overtime work on the part of the Contractor. Additional charges for overtime work in this regard shall be borne by the Contractor. Prior to the expiry of the Warranty Period, the Owner reserves the right to carry out a detailed and exhaustive inspection of the Work. The Contractor shall be required to correct the defective Work identified by the Owner.
- 38.5. Notwithstanding the expiration of the Warranty Period or the issuance of any Final Acceptance Certificate, the Contractor shall:
- 38.7.1 not be relieved of its responsibility for correcting any defects in the Work of which notice has been given to the Contractor prior to the expiration of the Warranty Period and which remain uncorrected; and
- 38.7.2 be responsible for correcting, at its own expense, any Substantial Defects which were neither observed nor discovered prior to the expiration of the Warranty Period.
- 38.6. Notwithstanding the provisions of GC 38, if any statute or bylaw of the Province, Municipality or other applicable jurisdiction where the Work is being performed creates a more extended liability for defective materials or workmanship, then the provisions of such statute or bylaw shall apply.
- 38.7. The Contractor shall assign to the Owner the benefit of all guarantees and warranties for all Products and other parts of the Work used or incorporated in the Work and shall ensure such assignment is also affected by all Subcontractors, Suppliers or consultants from whom the same have been obtained. Thereafter, as reasonably required by the

Owner, the Contractor shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such guarantees and warranties.

- 38.8. The Owner shall have the right to assign all guaranties and warranties to a new owner or owners and the Contractor shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such assignment. The Contractor shall make all reasonable efforts to promptly remedy any deficiencies in the Work and fulfil its warranty obligations in order to ensure that the Owner's reputation is not adversely affected.
- 38.9. Correction of defective Work shall be done promptly and within a reasonable time. In the sole and unfettered discretion of the Owner, when such items have not been corrected within a reasonable time, the Warranty Period for the defective Work shall be extended, at no additional cost to the Owner, so as to commence at such time when such defective Work is corrected.
- 38.10. Thirty (30) Days prior to the expiration of the Warranty Period the Contractor shall prepare and submit to the Engineer a request for a Final Acceptance Certificate. The Engineer will review the Work and accept or reject the Contractor's application for a Final Acceptance Certificate. No inspections will be scheduled during frozen ground or winter conditions but will be scheduled as soon as site conditions warrant non-frozen ground construction practices. If the Engineer accepts that a Final Acceptance Certificate should be issued, the Engineer shall issue the Final Acceptance Certificate.
- 38.11. Should the Engineer reject the Contractor's application for a Final Acceptance Certificate, the Warranty Period shall be extended, at no additional cost to the Owner, until such time as the Final Acceptance Certificate is issued.
- 38.12. Nothing in this Contract shall be deemed to limit any rights of the Owner to sue the Contractor either at law or in equity on any cause of action arising out of its performance of or failure to perform the terms of this Contract, or to claim damages, contribution or indemnity from the Contractor or any other person under the terms of this Contract.
- 38.13. For the duration of the Warranty Period for surface improvements, the Owner shall be responsible for Third Party damage to surface improvements. The costs or repairs involving the Owner shall be agreed to at the time the repairs are to be completed.
- 38.14. For the duration of the Warranty Period for surface improvements and underground utilities, the Contractor shall be responsible for repairing all other deficiencies that are not solely the responsibility of either party as defined above but must be repaired in order to obtain the Final Acceptance Certificates.
39. Use of Premises
- 39.1. The Contractor shall confine its operations and the storage of materials to limits indicated by laws, ordinances or permits and as permitted by the Owner and shall not unreasonably encumber the Place of the Work with its materials. The Contractor shall not load, or permit to be loaded, any part of the Work with a weight that will endanger its safety. The Contractor shall enforce all regulations and requirements regarding signs, advertisements, fires and smoking.
40. Responsibility Regarding Existing Utilities and Structures
- 40.1. Excavation in the vicinity of existing structures and utilities shall be carefully performed by the Contractor, and any utilities which cross an excavation must be properly

supported or shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring shall be left in place. No additional payment will be made for locating or crossing other utilities, for observing the below or for special supports for pipelines, cables or poles, or any hand excavation that may be necessary

- 40.2. The existence, location and elevation of underground utilities and/or concealed structures, whether shown on the Drawings or not, are not guaranteed by the Owner or the Engineer and, notwithstanding any other provision in the Contract Documents but subject to GC 40.6, the Contractor shall be responsible for determining the existence, location and elevation of all sewer, water and gas mains, services or lines, electric light, power or telephone conduits, or other such structures or utilities, and the protection of the same. The Contractor shall pay for any service supplied by the gas, waterworks, sewer, electric light, power or telephone company or department. The Contractor shall be responsible for notifying the appropriate company, department, or person(s) of its intention to carry out its operations in proximity of their works.
- 40.3. The Contractor is responsible to contact Alberta One-Call **and** Saskatchewan 1st Call, as well as any other applicable utility owners, and make arrangements to have their facilities located prior to any excavation, regardless of depth. The Contractor shall submit to the Engineer any utility location documentation provided by any locating companies. A copy of all utility location documentation/locate tickets shall be maintained and available on site at all times and shall be regularly updated as per the intervals required by the applicable utility owners, Alberta One-Call **and** Saskatchewan 1st Call, and or private locator.

The Contractor will be responsible for the cost of any exposure of a utility line that is necessary for the execution of the Work.

- 40.4. Prior to commencing any excavation, the Contractor shall deposit with the Engineer a letter or letters from the appropriate authority of the utility or utilities involved stating that the Contractor has made satisfactory arrangements with the appropriate utility company(ies) for the location, protection and inspection of the utility involved.
- 40.5. Subject to the provisions of GC 40.6, the Contractor shall indemnify and save harmless the Owner and the Engineer against damages for consequential loss and against any claim made against the Owner or the Engineer by the owner of any main, line, conduit or other such structure or utility referred to in GC 40.2 for any loss or damage in respect of third party claims, or which may be suffered by any such owner because of damage to any such main, line, conduit or other structure or utility, in any way caused by the operations of the Contractor, a Subcontractor or Supplier or anyone for whom they may be responsible. The Contractor shall be fully responsible for the cost of repairing any utility installation damaged by its operations.
- 40.6. If the Contractor discovers conditions at the Place of the Work which are:
- 40.6.1. subsurface or otherwise concealed physical conditions which existed before the commencement of the Work and which differ materially from those indicated in the Contract Documents; or
 - 40.6.2. physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognised as inherent in construction activities of the character provided for in the Contract Documents;

then the Contractor shall notify the Owner and the Engineer in writing before the conditions are disturbed and in no event later than **five (5) Days** after first observance of the conditions. The Engineer shall promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially, and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Engineer,

with the Owner's approval, shall issue appropriate instructions for a change in the Work as provided in GC 24. If the Engineer finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or the Contract Time is justified, the Engineer shall report the reasons for such finding to the Owner and the Contractor in writing.

- 40.7. The Contractor acknowledges that it has inspected the Place of the Work for the physical conditions described in GC 40.6 and has disclosed its findings to the Engineer. The Contractor shall not be entitled to, and shall not claim, any additional compensation, or extension of Contract Time as a result of any conditions that were or ought to have been discovered upon reasonable inspection by the Contractor prior to the date of the Contract or in respect of any claims for which the Contractor failed to give notice as required by GC 40.6.
- 40.8. If it is necessary to relocate the services because of construction procedure, the Contractor shall be responsible for payment of all costs incurred. If it is necessary to relocate the services because of crossing conflicts with the proposed new utility, then the Owner will be responsible for the payment of the utility relocation. Coordination of the relocation shall be conducted by the Contractor at no cost to the Owner.
- 40.9. No verbal agreement or conversation with any officer, agent or employee of the Owner of the Engineer, either before or after the execution of the contract, shall affect or modify any of the obligations contained in GC 40.
- 40.10. Nothing in GC 40 hereof shall relieve the Contractor from the responsibility to conduct its own examination of the Place of the Work and the Work, as provided in GC 40.7.
- 40.11. No claims for additional compensation, or for an extension of Contract Time, shall be allowed if the Contractor fails to give notice to the Engineer, as required by GC 40.6.
41. Use of Completed Portions
- 41.1. The Owner reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the entire Work providing it does not interfere with the Contractor's work. Such taking possession or use of the partially completed portions shall not be construed as Substantial Performance of the Work or an acknowledgement of fulfilment of the Contract.
42. Temporary Facilities and Temporary Loadings
- 42.1. The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary facilities and for the design and execution of the construction methods to be used for the adequacy and safety of such facilities. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law or the Contract Documents, and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results and any opinion expressed by the Engineer shall not relieve the Contractor of this responsibility in any way. The drawings depicting the design of the temporary facilities shall show the design loads which the structure is expected to withstand, the type and grade of material to be used, and sufficient dimensions and instructional detail as to permit strict adherence to the design during construction. Calculations shall be made and recorded which will show that the temporary facilities are capable of carrying all loads which are expected to be imposed upon them. The design drawings of the temporary facilities shall be signed and sealed

by the Contractor's engineer who made the design or who supervised and directed its preparation and each revision thereto shall also be signed by such engineer, or by another engineer qualified to undertake the responsibility for the alteration in design. Before any load is placed on the temporary facilities, the Contractor's design engineer shall perform an inspection to ensure that the temporary structure complies with the design requirements and is satisfactory for use.

43. Cleaning Up

43.1. The Contractor shall, at all times, keep the Place of the Work in a safe and tidy condition, and free from accumulation of waste material or rubbish caused by its performance of the Work, and at the completion of the Work it shall remove all rubbish and all tools, equipment and surplus materials from and about the Work and shall leave the Work clean and suitable for occupancy by the Owner. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be proper in the circumstances.

44. Cutting and Fitting

44.1. The Contractor shall perform all cutting, fitting and remedial work required to make the affected parts of the Work come together properly and to integrate the Work with the work of Other Contractors, the Owner's own forces or work performed by utility service companies. The Contractor shall coordinate the Work to ensure that such cutting, fitting and remedial work is kept to a minimum.

44.2. Any cost caused by a failure to properly coordinate the Work shall be borne by the Contractor.

44.3. The Contractor shall not endanger the Work or the work of others by cutting, digging or otherwise and shall not cut or alter existing work except with the written consent of the Engineer.

44.4. Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the Work or the work of others.

45. Insurance

45.1. Without in any way limiting the liability of the Contractor under the Contract, the Contractor shall provide, maintain and pay the premiums for any insurance it is required by law to provide, and the minimum insurance coverages listed in GC 45 unless otherwise stipulated in the Contract Documents:

45.1.1. General Liability Insurance: General Liability Insurance shall be in the name of the Contractor, with the Owner and the Engineer as additional insureds, but only with respect to liability arising out of the operations of the Contractor with regard to the Work, with limits of not less than ten million dollars (\$10,000,000) per occurrence, an aggregate limit of not less than ten million dollars (\$10,000,000) within any policy year with respect to completed operations, and a deductible not exceeding ten thousand dollars (\$10,000). Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts. The insurance coverage and the form of this insurance shall be at least equal to the latest edition of IBC Form 2100, including an extension for a standard provincial and territorial form of non-owned automobile liability policy and the latest edition of the relevant CCDC endorsement form, and shall be maintained

continuously from commencement of the Work until the date of substantial completion and with respect to Completed Operations Coverage for a period of not less than **six (6) years** from the date of substantial completion. The policy shall be endorsed to provide the Owner with not less than **thirty (30) Days'** written notice in advance of any cancellation, change or amendment restricting coverage.

- 45.1.2. Automobile Liability Insurance: Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor, in the following forms endorsed to provide the Owner with not less than thirty (30) Days' written notice in advance of any cancellation, change or amendment restricting coverage:

45.1.2.1. Standard Non-Owned Automobile Policy including Standard Contractual Liability Endorsement. (This may be attached to the General Liability Insurance policy.)

45.1.2.2. Standard Owner's Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance and covering licensed vehicles owned or leased by the Contractor.

The Automobile Liability Insurance shall be maintained continuously from commencement of the Work until the date of substantial completion.

- 45.1.3. Aircraft and Watercraft Liability Insurance (only applicable when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the work): Aircraft and Watercraft Liability Insurance covering owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than five million dollars (\$5,000,000) for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than **thirty (30) Days'** written notice in advance of any cancellation, change or amendment restricting coverage.

- 45.1.4. Property and Boiler and Machinery Insurance:

45.1.4.1. "Broad form" Property Insurance shall be in the joint names of the Contractor, the Owner, and the Engineer, with all Subcontractors as additional insureds, insuring not less than the sum of the amount of 1.1 times the Contract Price and the full value, as stated in the General Requirements or elsewhere in the Contract Documents, of Products and design services that are specified to be provided by the Owner for incorporation into the Work with a deductible not exceeding ten thousand dollars (\$10,000). Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts. The insurance coverage and the form of insurance shall be at least equal to the latest edition of IBC Form 4042, including the latest edition of the relevant CCDC endorsement form, and shall be maintained continuously until

ten (10) Days after the date of the Construction Completion Certificate.

- 45.1.4.2. Boiler and Machinery Insurance shall be in the joint names of the Contractor, the Owner, and the Engineer, with all Subcontractors as additional insureds, insuring not less than the replacement value of permanent or temporary boilers, pressure vessels and other insurable objects forming part of the Work. The insurance coverage and the form of insurance shall be at least equal to the latest edition of the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured until **ten (10) Days** after the date of the Construction Completion Certificate.
- 45.1.4.3. The policies shall allow for partial or total use or occupancy of the Work. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner, upon written notice from the Contractor and prior to such use or occupancy, shall assume the responsibility to provide, maintain and pay for Property and Boiler and Machinery Insurance insuring the full value of the Work, as in GC 45.1.4.1 and GC 45.1.4.2, in the forms mentioned therein, including coverage for such use or occupancy, and the Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.
- 45.1.4.4. The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and itself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall, at the option of the Owner, proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time as the Engineer may decide in accordance with GC 11.
- 45.1.4.5. The Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work. In addition, the Contractor shall be entitled to receive from the Owner (in addition to the amount due under the Contract) the amount at which the Owner's interest in the restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC 22 and GC 23.
- 45.1.4.6. In the case of loss or damage to the Work arising from the work of another Contractor, or the Owner's own forces, the Owner, in accordance with the Owner's obligations under GC 17.2, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC 22 and GC 23.
- 45.1.5. Contractor's Equipment Insurance: "Broad form" Contractor's Equipment Insurance covering construction machinery and equipment owned or rented and used by the Contractor and/or Subcontractors for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner or the Engineer. The policies shall be endorsed to provide the Owner with not less than

thirty (30) Days' written notice in advance of any cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner may agree to waive the equipment insurance requirement.

45.1.6. General Insurance Provisions:

45.1.6.1. The Contractor shall be responsible for deductible amounts under each of the insurance policies mentioned in GC 45.1.

45.1.6.2. Unless specified otherwise, the duration of each policy shall be from the date of commencement of the Work until the date of the Construction Completion Certificate.

45.1.6.3. The Contractor shall provide the Owner with proof of insurance, in the form or a form similar to that shown in Appendix "C", prior to commencement of the Work and, if requested by the Owner or the Engineer, shall promptly provide the Owner with a certified true copy of each policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The Contractor shall obtain and comply with all of the Owner's and the insurers' requirements, including, but not limited to, allowable classes of vessels, maximum value concentrations, reports and claims handling procedures.

45.1.6.4. If the Contractor fails to provide or maintain insurance as required hereunder or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor and the Engineer. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may deduct such amount from monies which are due or may become due to the Contractor.

45.1.6.5. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work.

45.1.6.6. The Contractor shall furnish endorsements to such policies capable at law of being so endorsed, as follows:

45.1.6.6.1. Providing that said insurance shall not be cancelled by the Contractor or the insurer or modified to reduce or remove coverage afforded to the Owner or otherwise prejudice the Owner without providing 30 days written notice by registered mail to the Owner.

45.1.6.6.2. Providing a waiver of subrogation claims by the insurer against the Owner or the Engineer, and a cross liability clause protecting the Owner and Engineer from claims by or through the Contractor.

46. Contract Security

46.1. The Contractor shall furnish Contract Security in the form of a Performance Bond in an amount equal to at least fifty percent (50%) of the Contract Price as security for the faithful performance of the Contract, including the corrections after completion provided for in GC 37 and GC 38, and the payment of all obligations arising under the Contract.

- 46.2. The Contractor shall also furnish Contract Security in the form of a Labour and Materials Payment Bond in an amount equal to at least fifty percent (50%) of the Contract Price as security for the payment of all labour and material used or reasonably required in the performance of the Contract.
- 46.3. The bonds mentioned in GC 46.1 and GC 46.2 shall be originals issued by a duly licensed surety authorized to transact a business of suretyship in the jurisdiction of the Place of the Work and shall be maintained in good standing until the date of the expiry of the Warranty Period. Unless otherwise specified in the Contract Documents, the form of such bonds shall be in the form shown in Appendix "A" and Appendix "B" of these General Conditions.
47. Disputes
- 47.1. Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decision of the Engineer pursuant to the provisions of GC 6.7, shall be settled in accordance with the requirements of GC 47.
- 47.2. A party shall give written notice of such dispute to the Engineer and the other party no later than thirty (30) Days after it has received the Engineer's decision under GC 6.7, failing which the Engineer's decision under GC 6.7 shall be treated as final and binding. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The Engineer shall reply to such notice no later than **fifteen (15) Days** after it receives such notice, setting out in such reply any relevant provisions of the Contract Documents.
- 47.3. The Contractor shall continue diligently to prosecute the Work pending the determination of every dispute. In the event the Contractor refuses to proceed diligently with the Work or any portion thereof, the Contractor shall be directly responsible for all damages to the Owner as a result of such suspension and, in addition to any other right that the Owner may have at law or in equity, the Owner shall have the right to notify the Contractor that it is in default of its contractual obligations pursuant to GC 14.2.
- 47.4. If the matter in dispute is not resolved promptly, the Engineer may give such instructions as, in its opinion, are necessary for the proper performance of the Work to prevent delays pending settlement of the dispute. The Contractor shall act immediately according to such instructions, it being understood that by so doing the Contractor shall not prejudice any claim it may have arising out of the matter in dispute.
- 47.5. The Owner and the Contractor shall make all reasonable efforts to resolve their disputes by discussion and negotiation and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the Owner and the Contractor are unable to resolve the dispute and the dispute cannot be resolved, or the parties dispute the Engineer's decision under GC 6.7, the parties may agree to have the dispute resolved by mediation or arbitration or such other means as the parties may mutually agree. If no agreement as to the method of dispute resolution is reached between the Owner and the Contractor then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 47.6. If either party wishes to adjudicate any dispute pursuant to the *Prompt Payment Legislation*, unless the parties agree otherwise, the operation of GC 47 of this Agreement shall be suspended from the date on which the notice of adjudication, under the *Prompt*

Payment Legislation, is served on the other party and recommence on the date of delivery of the determination by the adjudicator.

48. Assignment

- 48.1. The Contractor shall not assign the Contract or a portion thereof (other than by a charge by the Contractor in favour of the Contractor's bankers of any monies due or to become due under the Contract, which assignment shall be notified to the Owner) without the Owner's written consent, which consent may be unreasonably withheld. The Contractor, when requesting the Owner's consent to an assignment, shall provide evidence satisfactory to the Owner of the ability of the proposed assignee to complete the Contract in respect of its technical and financial competence, its workforce and its equipment along with any other information requested by the Owner.
- 48.2. The Owner acting reasonably, may assign the Contract without the consent of the Contractor upon thirty (30) Days written notice to the Contractor and, upon such assignment, the Owner shall have no further liability or obligation whatsoever to the Contractor under the Contract or at law and more particularly shall have no further obligations to perform or make payment of any amounts accruing due after the effective date of the assignment.

49. Miscellaneous

- 49.1. Title to the Work and all portions thereof during and after construction, together with all Products on the Place of the Work, are vested in the Owner.
- 49.2. The Contractor shall check all Contract Documents before commencing the Work to ensure all issues related to dimensions, and to applicable municipal or other local, provincial and/or national codes, regulations and detailing are correct and understandable.
- 49.3. The Contractor shall ensure that all rights and privileges presently accorded adjacent properties are maintained.
- 49.4. To provide for occupancy by one or more occupants or the Owner prior to completion and final acceptance of the entire Work as provided above, the Contractor shall make available the use of such services reasonably required for occupant or the Owner's occupancy including, but not limited to, elevators, heating, ventilation, cooling, water, lighting, security, power, and telephone for the space or spaces to be occupied, and the Owner shall be required to pay for its reasonable share of such services. The occupancy or use of such space or spaces shall not constitute the Owner's acceptance of any work, materials, or equipment which are not in accordance with the requirements of the Contract Documents, nor relieve the Contractor from its obligations to complete the Work, or from any other unfulfilled obligations or responsibilities under the Contract Documents.
- 49.5. The Contractor shall, after partial occupancy, permit no disruption to any necessary utilities or other services to such occupied areas and shall schedule and organize its work to minimize any disruptions or unpleasant conditions that might affect access to, or the comfort of persons occupying such space.
- 49.6. All communications with the media shall be completed by the Owner. In the event the Contractor is approached by the media, the Contractor is to refer them to the Engineer. The term media shall include, but is not limited to, radio, newspaper or television.

- 49.7. If any article, section or subsection of this Contract or any portion thereof is determined to be indefinite, invalid, illegal or otherwise void, voidable or unenforceable, then it shall automatically be severed from this Contract and the balance of this Contract shall continue in full force and effect.
- 49.8. This Contract can be amended or added to only by a written agreement executed by both the Owner and the Contractor in accordance with the Contract Documents.
- 49.9. This Contract sets forth the entire agreement between the Owner and Contractor and contains all of the representations, warranties, terms, conditions, provisos, covenants, undertakings and conditions agreed upon by them with reference to the subject matter hereof. All other representations, warranties, terms, conditions, provisos, covenants, understandings and agreements, whether oral or written (including without limitation any letter of intent between the parties), are waived and are superseded by this Contract.
- 49.10. The Contractor acknowledges and agrees that the Owner is subject to and governed by the requirements under the Local Authorities Freedom of Information and Protection of Privacy Act of Saskatchewan.

END OF SECTION

REVISION LOG		
DATE	REVISION	COMMENTS
05/15/2019	Adjustment of Clause 40.3	Responsibility to complete utility daylighting, including hydrovac excavation and daylighting, is to be that of the Contractor. The Owner accepts no responsibility for costs associated with daylighting utilities.
08/02/2019	Addition of Clause 22.7	Clarification to Progress Certificates and invoice requirements.
12/15/2020	Removal of Clause 27.9	Removal of Traffic Accommodation requirements from General Conditions for document clarity.
12/15/2020	Removal of City of Lloydminster – Business License from Mandatory Requirements (Section 20 Permits, Royalties, Laws and Rules)	N/A
01/21/2021	Adjustment of Clause 45	Adjustment of insurance requirements and conditions.
03/02/2021	Adjustment to Clause 2 (2.2.2)	Adjustment to order of priority of documents.
01/31/2022	Addition of Clause 49.10	
01/31/2022	Various clerical amendments.	
09/27/2022	Amendment to various clauses.	Addition of Prompt Payment Legislation and supporting text.
1/19/2025	Addition of Clause 14.6.	Addition of Termination for Convenience.
1/19/2025	Revision of Clause 37.	Compliance with SK legislation and move to release holdback after substantial completion.
1/19/2025	Revision of Clause 38.	Deletion of the concept of “Maintenance” and addition of

		discretion to extend warranty period.
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Appendix "A" – Performance Bond
(referenced in GC 46.3)

Policy No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

As Principal, hereinafter called "the Principal", and _____

a corporation created and existing under the laws of The Provinces of Alberta and Saskatchewan and duly authorized to transact the business of Suretyship in the Provinces of Alberta and Saskatchewan as Surety, hereinafter called "the Surety", are held and firmly bound unto **The City of Lloydminster**, as Obligee, hereinafter called "the Obligee", in the amount of _____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day

of _____, A.D. 2_____, for _____

in accordance with the Contract Document submitted, therefore which are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

When the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators, or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed the Bond this

_____ day of _____ A.D, 2_____.

SIGNED and SEALED
In the presence of

(
(
(
(_____ (Seal)
Principal

(
(
(
(_____ (Seal)
Surety

Appendix "B" – Labour and Materials Payment Bond
(referenced in GC 46.3)

Policy No. _____ \$ _____

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of this Contract.

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal,

hereinafter called "the Principal", and _____
a corporation created and existing under the laws of the Province of Alberta and Saskatchewan and duly authorized to transact the business of Suretyship in the Province of Alberta and Saskatchewan as Surety, hereinafter called "the Surety" are, subject to the conditions hereinafter contained, held and firmly bound unto **The City of Lloydminster**, as Trustee, hereinafter called "the Obligee", for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, A.D. 2_____, for _____

which Contract Documents are by reference made a part hereof, and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct Contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material, being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Contract; provided that a person, firm, or corporation who rents equipment to the Principal to be used in the performance of the Contract under a Contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates On Construction Equipment", published prior to the period during which the equipment was used in the performance of the Contract.

2. The Principal and the Surety hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of its Contract with the Principal, before the expiration of a period of 90 days after the date on which the last of such Claimant's work or labour was done or performed or material were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of its Contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act action, or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action, or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action, or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses, or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant
 - .1 unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety, and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety, and the Oblige at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - .1 in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's Contract with the Principal or under the Mechanics' Liens Legislation applicable to the Claimant's Contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's Contract with the Principal.
 - .2 in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
 - .2 after the expiration of two (2) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
 - .3 other than in a Court of competent jurisdiction in the Province of Alberta, Canada, and the parties hereto agree to submit to the jurisdiction of such Court.
4. Any material change in the Contract between the principal and the Oblige shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
5. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such Lien be presented under and against this Bond.
6. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this

_____ day of _____, A.D. 2_____.

SIGNED and SEALED
In the presence of

(
(
(
(_____ (Seal)
Principal

(
(
(
(_____ (Seal)
Surety

Appendix "C" – Certificate of Insurance
(referenced in GC 45.1.6.3)

To: **The City of Lloydminster**

This is to certify that the policies of insurance, as described below, have been arranged through this office for the Insured named below on whose behalf this Certificate is executed; and we hereby certify that such policies of insurance are in full force and effect as of this date. The issuance of this Certificate does not impose any responsibility upon the Insurers named below to maintain the coverage stated or advise of the termination of any policies beyond that required by the terms and conditions of the said policies.

NAME AND ADDRESS OF INSURED

RE: _____

TYPE OF POLICY AND NAME OF INSURER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY

Only with respect to the policies described above and arising out of the Named Insured's operations is the following name added to the said policies as an Additional Insured. The policy limits are not increased by the addition of such additional Insured beyond those stated in the said policy and certified herein:

Thirty (30) Days prior written notice of cancellation of, or material change in the policies will be provided to:

THE CITY OF LLOYDMINSTER
4420 – 50 Avenue
LLOYDMINSTER, AB/SK
T9V 0W2

Att: **PROJECT MANAGER NAME**

The insurance coverage afforded by the above mentioned policies is subject to the terms, conditions, limitations, and exclusions of the applicable policies.

This Certificate of Insurance is issued at the request and for the benefit of the above named insured and the party to whom this certificate is directed and the issuer shall have no liability to any other party who places any reliance hereon.

DATE: _____

NAME OF AGENT/BROKER:

Signature of Authorized Person

Appendix "D" – Statutory Declaration
(referenced in GC 22.1)

TO BE MADE BY THE CONTRACTOR TO ACCOMPANY
THE SECOND AND SUBSEQUENT PROGRESS CLAIMS

CANADA)	IN THE MATTER OF a contract entered into
)	with The City of Lloydminster, Owner and
)	
PROVINCE)	_____
OF ALBERTA)	Contractor, for the project known as
)	
)	_____
TO WIT)	
)	_____

I, _____, of the _____ of _____
IN THE province of Alberta, DO SOLEMNLY DECLARE:

THAT I am _____ (See Note 1) of _____,
The Contractor named in the contract above-mentioned, and as such have personal knowledge of the facts hereunder declared, and that all accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred by the Contractor in the performance of the Work (See Note 2) and for which the Owner might in any way be held responsible have been paid in full under the said Contract up to _____, A.D. 2_____, as set forth in Progress Claim No. _____, relating to Payment Certificate No. _____, except for (i) holdback monies property retained, (ii) payments deferred by agreement, (iii) accounts withheld by reason of legitimate dispute.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the _____)	
_____ of _____)	
in the Province of Alberta,)	Signed _____
this _____ day of _____,)	
A.D. 2_____.)	

A Commissioner for Oaths
in and for the Province of Alberta

NOTE 1: The Declaration must be made by the President, A Vice President, the Secretary, the Treasurer, or a Director of an incorporated company; except that another individual may make the Declaration provided that two copies of the by-law issued under the Corporation seal authorizing such individual to execute documents accompanies the first Declaration on each contract. For a partnership, the Declaration must be made by one of the partners and for a sole proprietorship, the sole proprietor himself must make the Declaration. The position of the declarant and the name of the Contractor must be clearly noted.

NOTE 2: Other indebtedness shall mean only such debts incurred by the Contractor to persons in privity of contracts with it, debts arising out of statutory requirements, and in the case of the Contractor's workers any debt arising out of collective bargaining agreements, legislation applying to the worker's compensation, unemployment insurance, and minimum wage standards where applicable.

Appendix "E" – Final Release and Indemnity
(referenced in s.4.1.3.4 of Section 00 52 00 – Agreement)

DATE: _____

TO: _____ (the "Owner")

FROM: _____ (the "Contractor")

RE: _____ (the "Project")

In consideration of the sum of _____ the receipt of which is hereby acknowledged, and other good and valuable consideration, the Contractor hereby acknowledges that the Owner has paid and satisfied in full all monies due for all work performed and material whatsoever installed and supplied by the Contractor to the above Project (collectively the "Work") pursuant to the contract for various work between the Owner and the Contractor (the "Contract") and the Contractor has no further claims against the Owner arising out of the Work, the Contract and/or the Project, except for any unpaid holdback and the following specific claims (the "Claims") which are identified and quantified herein:

_____ (\$_____)

_____ (\$_____)

Save as hereinafter provided, the Contractor hereby releases and discharges the Owner and the Engineer of and from any and all actions, causes of action, suits, debts, duties, accounts, claims, damages, costs and demands which the Contractor now has, ever had or hereinafter can, shall or may have for or by reason of any cause, matter or thing arising out of the Work, Contract and/or the Project (including, without limitation, the assignment provided in favour of the Contractor), excepting the Claims.

Except for the Claims, the Contractor further represents that no supplier or sub-contractor of it has any right to file any claim of lien with respect to the Project nor have any claims of lien been filed or registered by such supplier or sub-contractor and, if such claims of lien are filed or registered or trust fund claim or workers compensation claim is made, the Contractor shall indemnify the Owner and save the Owner harmless from any and all claims and any loss or damage which the Owner may suffer as a result, and the Owner is authorized hereby to take any and all steps and make such payments as may be necessary to discharge the claims of lien or trust fund claim and/or pay to satisfy the workers compensation claim, and the Contractor hereby covenants to reimburse the Owner for such costs.

The Contractor acknowledges and warrants that the person executing this Final Release and Indemnity on its behalf is authorized to do so.

Every reference to the "Owner" or the "Contractor" includes their respective heirs, executors, administrators, receivers, trustees, predecessors, successors, officers, directors, shareholders, agents, employees and assigns, as the case may be.

The terms of the Final Release and Indemnity are contractual and not mere recitals. No agreements, covenants, warranties or representation of any kind whatsoever have been made or relied upon by the Contractor, except as expressly set forth in this Final Release and Indemnity.

The Contractor acknowledges that the facts in respect of which this Final Release and Indemnity is made may prove to be other than or different from the facts which the Contractor at the present time understand to be true, and the Contractor agrees that this Final Release and Indemnity shall be in all

respects enforceable and not subject to termination, rescission or variation if its present understanding of said facts is incorrect.

If any term of this Final Release and Indemnity is held to be void, voidable or unenforceable, the Contractor agrees that said term shall be severed from this Final Release and Indemnity and the remaining terms thereof shall remain in full force and effect.

This Final Release and Indemnity is governed by the laws of the jurisdiction in which the Project is located.

IN WITNESS WHEREOF the Contractor has duly executed this Final Release and Indemnity on the day and year first above written.

Authorized Signatory

c/s

Appendix "F" – Code of Conduct
(referenced in GC 16.8)

Construction Hours: Construction access hours shall be consistent with any regulations in effect in the municipality where the Place of the Work is located.

Roadways: All speed limits and other traffic rules must be obeyed and access to the roadways should not be impeded. Parking shall be in designated areas only.

Communication devices: Radio and cell phone volume shall be at the minimum volume which is consistent with the ability to operate the device.

Animals: No dogs or other animals, are permitted at the Place of the Work without the written consent of the Owner.

Alcohol/Drugs: No alcoholic beverages, cannabis products, or illegal drugs shall be brought or consumed at the Place of the Work.

Cleanliness: The Place of the Work must be maintained for an orderly appearance on a daily basis. Trash and construction debris shall be contained at all times and removed from the Place of the Work weekly and from areas used by the Owner daily.

Inappropriate Materials: No potentially inappropriate, offensive or discriminatory photographs, articles, magazines or other materials shall be permitted at the Place of the Work.

Smoking: Smoking shall be in designated areas only and shall only occur outside.

Storage: Storage shall be in designated areas only.

Noise: Noise levels should be kept to a minimum at all times. Equipment that generates noise should be adequately damped, silenced and soundproofed.

Identity Badges or Clothing: Where required by the Owner, all workers shall have an identity badge that clearly indicates the company's name, the individual's name and has an identity photograph on it, and is to be worn whenever at the Place of the Work.

Fitness for Work: All workers must be fit for work at all times. The Owner retains the right to request that individuals leave the Place of the Work if they are unfit for any reason including, without limitation, inebriation, taking illegal drugs, injury, fatigue, rudeness or any for other reason that may affect the quality of the work or which represents a breach of these rules.

Standards of Dress: All workers must be in suitable clean clothing, wear shirts and long pants, and display an appropriate standard of personal hygiene.

Theft: Workers who steal from the Place of the Work or the Owner shall be immediately ejected from the Place of the Work. The Contractor is responsible for all such thefts irrespective of whether the worker is an employee of the Contractor, a Subcontractor sub-Subcontractor or Supplier.

Security: The Contractor shall be responsible for ensuring the security of the Place of the Work during access and for ensuring that locks are effectively and securely locked. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

Appendix "G" – Prime Contractor Designation
(referenced in GC 27.3)

Identity of Prime Contractor	Date From	Date To