STIPULATED PRICE CONTRACT

Made effective as of the ____ day of ____________, 20__

CONTRACT NO. ______

BETWEEN

______________________

(the "Owner")

and

______________________

(the "Contractor")

COVERING

________________________________________________

________________________________________________

(Work Description)
# TABLE OF CONTENTS

GC 1 - DEFINITIONS AND INTERPRETATION ................................................................. 1  
GC 2 - WORK .................................................................................................................. 5  
GC 3 - PAYMENT ........................................................................................................... 5  
GC 4 - CONTRACT TIME .............................................................................................. 6  
GC 5 - CONTRACT DOCUMENTS .................................................................................. 7  
GC 6 - PERSONNEL ........................................................................................................ 8  
GC 7 - PERFORMANCE .................................................................................................. 8  
GC 8 - CHANGES ........................................................................................................... 10  
GC 9 - COMPLETION & ACCEPTANCE ....................................................................... 12  
GC 10 - INSPECTION .................................................................................................... 13  
GC 11 - COMPLIANCE WITH LAW .............................................................................. 14  
GC 12 - SAFETY & LOSS MANAGEMENT ................................................................... 15  
GC 13 - WORK AREA & CLEAN UP ............................................................................ 15  
GC 14 - TITLE & RESPONSIBILITY ............................................................................... 16  
GC 15 - PATENTS & LICENSES .................................................................................... 17  
GC 16 - CONFIDENTIAL INFORMATION & PUBLICITY .............................................. 18  
GC 17 - PROPRIETARY INFORMATION ....................................................................... 18  
GC 18 - FORCE MAJEURE ............................................................................................ 19  
GC 19 - DELAYS ........................................................................................................... 20  
GC 20 - SUSPENSION ................................................................................................... 20  
GC 21 - TERMINATION .................................................................................................. 21  
GC 22 - TAXES ............................................................................................................. 23  
GC 23 - WORKERS’ COMPENSATION ....................................................................... 24  
GC 24 - LIENS ................................................................................................................ 24  
GC 25 - WARRANTIES ..................................................................................................... 24  
GC 26 - LIABILITY & INDEMNIFICATION .................................................................... 25  
GC 27 - INSURANCE ...................................................................................................... 27  
GC 28 - INDEPENDENT CONTRACTOR ....................................................................... 29  
GC 29 - SUBCONTRACTS & ASSIGNMENTS OF CONTRACT ...................................... 30  
GC 30 - DISPUTE RESOLUTION ................................................................................... 31  
GC 31 - CONFLICT OF INTEREST ............................................................................... 32  
GC 32 - AUDIT ACCESS ................................................................................................. 32  
GC 33 - REPRESENTATIVES & NOTICES ................................................................... 32  
GC 34 - GENERAL ......................................................................................................... 34
THIS CONTRACT made effective as of ____________________, 20____

BETWEEN:

____________________________________ a body corporate, registered pursuant to the laws of
the Province of Alberta (hereinafter called "the Owner")

and

______________________________________ a body corporate, registered pursuant to the laws
of the Province of Alberta (hereinafter called the "Contractor")

STIPULATED PRICE CONTRACT

PREAMBLE:

WHEREAS the Contractor has agreed to perform the Work for the Owner as set out in this
Contract, on the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND
CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY COVENANT
AND AGREE AS FOLLOWS:

GC  1-DEFINITIONS AND INTERPRETATION

1.1 The following italicized terms, wherever used in any Contract Document or in any
amendment thereto, mean:

1.1.1 Bid Documents means the bid documents issued by the Owner in response to which
bids are invited for the performance of the Work;

1.1.2 Camp Accommodation means accommodation, including meals, at any site
designated by the Owner;

1.1.3 Change means any change in, addition to, or deletion from the Work;

1.1.4 Change Directive means a written instruction from the Owner directing a Change;

1.1.5 Change Order means a written order signed by both the Contractor and the Owner
authorizing a Change;

1.1.6 Change Quotation means a written quotation from the Contractor for an adjustment
in the Contract Price or Contract Time, or both;
1.1.7 Commencement Date means the date that the Work is to commence as set out in GC 4.1;

1.1.8 Contemplated Change Notice means a written notice from the Owner of a contemplated Change;

1.1.9 Contract or Contract Documents means this Stipulated Price Contract together with the schedules listed in GC 1.2, Change Orders, Bid Documents and all drawings, plans and specifications listed therein; [Note to Draft: Bid Documents have been included in this definition, but may not be appropriate in each case]

1.1.10 Contract Price means the total amount payable to the Contractor for the performance of the Work, as set out in Schedule "B" - Payment for Work;

1.1.11 Contract Time means the period of time from the Commencement Date to the completion date as set forth in GC 4;

1.1.12 Contractor's Prepared Documents means all plans, shop drawings, other drawings, specifications, calculations, reports, opinions, notes, models, bid documents, software, data and other documents prepared by the Contractor pursuant to this Contract whether written or stored electronically;

1.1.13 Contractor's Representative means that person identified as such in GC 33.3 or an approved replacement;

1.1.14 Event of Force Majeure means any occurrence, other than the financial capability of a party or an event constituting a delay under GC 19, which is beyond the control and without the fault or negligence of the party relying on such occurrence, and which by the exercise of reasonable diligence that party could not at the time of bidding have reasonably contemplated happening and is unable to prevent or provide against;

1.1.15 Final Completion Notice means that notice issued by the Owner to the Contractor pursuant to GC 9.3, certifying completion and acceptance of the Work under this Contract;

1.1.16 Functional Completion means that date when the Work (or a component system thereof as defined in the Contract Documents) has been completed and is ready to be turned over by the Contractor to the Owner in accordance with the Work Schedule and certified by the Owner's Representative as being ready for operation;

1.1.17 General Conditions means the terms and conditions contained in this Stipulated Price Contract and sometimes abbreviated as GC;

1.1.18 Hazardous Material means any substances which are hazardous to persons, animals, property or the environment and includes hazardous substances, hazardous waste, ozone depleting substances and dangerous goods, all as identified or defined under applicable Law, as well as any prescribed product under the Nuclear Energy Act (Canada);
1.1.19  **Key Personnel** means those personnel so identified in Schedule "A" - Scope of Work;

1.1.20  **Law** means the common law, the law of equity and all federal or provincial statutes or municipal by-laws and all regulations, orders, directives, permits and licenses thereunder, which apply to or otherwise affect the **Owner** or the **Contractor** with respect to the **Work**, or the property of the **Owner** or the **Contractor**, real or personal, or any part thereof, including but not limited to all environmental, occupational, health and safety laws;

1.1.21  **Milestone Dates** means those dates set out in Schedule "A" - Scope of Work;

1.1.22  **Non-Canadian Workers** means persons other than Canadian citizens, permanent residents or persons who meet the requirements of the exemption provisions set forth in the **Immigration Act** (Canada) and regulations, as amended from time to time;

1.1.23  **Other Contractors** means any third party contractors, consultants, or engineers retained by the **Owner**, to perform any work or services, related to the **Work Site**;

1.1.24  **Owner's Confidential Information** means all information relating to the **Work** and any process, technology or system relating thereto, the design, construction, operation, maintenance or any other aspect of the **Owner's Site**, or relating to the nature of the **Owner's** business and affairs, which the **Contractor** directly or indirectly receives or acquires from the **Owner** or the **Owner's Representative** or anyone on behalf of the **Owner** or the **Owner's Representative**, either in writing or verbally, or through observation of the **Owner's Site** or the **Work**, except information falling into any one or more of the following categories:

1.1.24.1  information which the **Contractor** can show was in the **Contractor's** possession on a non-confidential basis prior to the **Contractor's** receipt or acquisition thereof from the **Owner**;

1.1.24.2  information which is lawfully in the public domain at the time of the **Contractor's** receipt or acquisition thereof from the **Owner** as aforesaid;

1.1.24.3  information which, after the **Contractor's** receipt or acquisition thereof from the **Owner**, becomes part of the public domain through no act of the **Contractor** or of any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain; or

1.1.24.4  information which, after receipt or acquisition thereof from the **Owner**, is lawfully obtained by the **Contractor** from a third party, but only after such information is so received or acquired, and provided such third party is under no obligation of confidence with respect to such information.

Specific information shall not be considered to be within the scope of any of the exceptions listed above merely because it is included with general information within the scope of the above exceptions;
1.1.25 *Owner's Representative* means that person identified as such in GC 33.2 or a designated replacement and may include a consultant hired by the *Owner* if so designated;

1.1.26 *Owner's Site* means the lands municipally described as:

_________________________________________________________________

and legally described as:

_________________________________________________________________

1.1.27 *Project Mediator* means the person appointed pursuant to GC 30.3;

1.1.28 *Proprietary Information* means all inventions, discoveries, improvements and technical information not in the public domain, which the *Contractor, Subcontractors* or *Suppliers*, or their respective employees or agents who are performing the *Work*, may conceive of, reduce to practice or develop during the *Contract Time* or within 6 months thereafter, as a result of *Owner's Confidential Information*;

1.1.29 *Records* means both paper and electronic books, statements, records and accounts pertaining to this *Contract* and the performance of the *Work*;

1.1.30 *Site Minutes* means those minutes recorded by the *Owner's Representative* at site meetings attended by the *Owner* and the *Contractor*;

1.1.31 *Specified Substance* has the meaning given in any published *Owner's* regulations, guidelines or publications applicable to the *Work* issued for the use and disposal of substances;

1.1.32 *Subcontractors* means any contractors or consultants hired by the *Contractor* in accordance with this *Contract* to perform any portion of the *Work*;

1.1.33 *Suspended Work* has the meaning ascribed thereto in GC 20.1;

1.1.34 *Suppliers* means any third party retained by the *Contractor* to supply equipment, materials or both for any portion of the *Work*;

1.1.35 *Warranty* means those warranties set forth in GC 25;

1.1.36 *Warranty Period* means that period of time set forth in GC 25.2;

1.1.37 *Work* means all labour, supervision, administration, materials, transportation, supplies, tools, equipment, temporary facilities, storage facilities, and such other work and materials, necessary to be performed or supplied for the work required by the *Contract Documents* including the work described in Schedule "A" - Scope of Work, and including any work which is not expressly described in the *Contract* but which is
nevertheless necessary for the proper execution of the work required by the Contract Documents;

1.1.38 *Work Day* means any day, except for a Saturday, Sunday, statutory holiday or a holiday which is observed in the construction industry generally in the area of the *Work Site* or defined as a holiday in a collective agreement pertaining to the *Work Site* [Note to Draft: This definition may be subject to change depending on the project requirements];

1.1.39 *Work Schedule* means a detailed schedule for performance of the *Work* as referred to in GC 7.10;

1.1.40 *Work Site* means the site(s) or location(s) where all or any of the *Work* is to be performed on the *Owner's Site*.

1.2 The following schedules attached hereto shall form part of and are incorporated in this *Contract*:

- Schedule "A" - Scope of Work
- Schedule "B" - Payment for Work
- Schedule "C" - Release and Certificate of Final Payment
- Schedule "D" - Technical Specifications
- Schedule "E" - Statutory Declaration
- Schedule "F" – Key Employee Confidentiality, Proprietary Information and Consent Agreement

[Note to Draft: List any additional schedules]

**GC 2 - WORK**

2.1 The *Contractor* shall perform the *Work* in accordance with the *Contract Documents*. The *Contractor* shall supply or cause to be supplied all services, equipment and materials required for the proper execution of the *Work* and shall comply with, observe and perform all provisions of the *Contract* applicable to the *Contractor*.

**GC 3 - PAYMENT**

3.1 As full and complete compensation for performance of the *Work*, the *Owner* shall pay the *Contractor* the *Contract Price* in accordance with Schedule "B" - Payment for Work.

3.2 The *Contractor* shall prepare and submit invoices for all *Work* performed hereunder, in accordance with Schedule "B" - Payment for Work.
3.3 The Owner shall retain from all payments due and payable to the Contractor hereunder an amount equal to 10% of the value of the Work actually done and materials furnished by the Contractor according to the provisions of the Builders Lien Act of Alberta.

3.4 If:

3.4.1 a certificate of substantial performance is issued for a subcontract,

3.4.2 the period designated for the release of holdback pursuant to the Builders’ Lien Act has expired from the date of issue of that certificate of substantial performance, and no builders' lien has been registered against the title to the Owner's Site,

the amount that the Owner is required to retain under GC 3.3 is reduced by 10% of the value of the Work actually done and materials actually furnished under the subcontract at the date of issue of the certificate of substantial performance in respect thereof.

3.5 If:

3.5.1 a certificate of substantial performance is issued for the Contract,

3.5.2 the period designated for the release of holdback pursuant to the Builders’ Lien Act has expired from the date of issue of the certificate of substantial performance, and

3.5.3 no builders' lien has been registered against the title to the Owner's Site, the amount the Owner shall retain under GC 3.3 shall be reduced by 10% of the value of the Work actually done and materials actually furnished under the Contract at the date of issue of the certificate of substantial performance.

3.6 Should either party fail to make payments as they become due under the terms of the Contract or in an award of arbitration or judgment of a court, interest at ___ % per cent per annum, compounded semi-annually on any unpaid amounts shall also become due and be payable.

**GC 4 - CONTRACT TIME**

4.1 The Contractor shall commence the Work on ________________, and, perform the Work in accordance with the Work Schedule and shall achieve the Milestone Dates set out in Schedule "A" - Scope of Work, and except as otherwise provided herein, shall finally complete the Work on or before ________________, ____.  

4.2 The provisions of this Contract shall survive the completion of the Work.
GC 5 - CONTRACT DOCUMENTS

5.1 Each of the parties shall promptly and fully inform each other of any errors, omissions or inconsistencies in the Contract Documents, and of any inconsistencies between the Contract Documents and the Law, of which they become aware. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in any such inconsistencies. If the Contractor discovers any inconsistencies in the Contract Documents, or between the Contract Documents and the Law, it shall resolve all such inconsistencies with the Owner before proceeding with the affected portion of the Work.

5.2 Subject to GC 26.3 and GC 26.4, if any of the Contractor's Prepared Documents are incorrect or inconsistent with any of the other Contract Documents or the Law, then the Contractor shall be liable to and shall indemnify the Owner for all losses, costs, damages and expenses whatsoever which the Owner may incur as a result of any errors or inconsistencies therein.

5.3 Subject to Changes made in accordance with GC 8, the Contractor shall not deviate from the specifications or requirements stated in the Contract Documents.

5.4 Subject to the provisions of GC 5.5 and GC 8.7, all conflicts in these Contract Documents including, but not limited to those contemplated in GC 5.1, may, in the Owner's sole discretion be resolved solely by the Owner's Representative. The Contractor shall not work on that portion of the Work which is affected until the conflict has been resolved and the Owner has authorized the Contractor to proceed with such Work.

5.5 In the event of a conflict or inconsistency among or between the Contract Documents, the following shall apply:

5.5.1 the General Conditions, including the attached schedules shall govern over the Bid Documents;

5.5.2 for documents as revised by either party and approved by the Owner, the latest revisions shall govern;

5.5.3 figured dimensions on drawings shall govern, even though they may differ from scaled dimensions;

5.5.4 drawings of larger scale shall govern over those of smaller scale of the same date;

5.5.5 specifications issued by the Owner shall govern over all drawings regardless of date; and

5.5.6 the General Conditions shall govern over all other Contract Documents, including the schedules attached hereto.

[Note to Draft: If Supplementary General Conditions are used, then replace 5.5.6 and add 5.5.8]
5.5.7 subject to GC 5.5.7, the General Conditions shall govern over all other Contract Documents, including the schedules attached hereto; and

5.5.8 supplementary general conditions shall govern over the General Conditions.

GC 6 - PERSONNEL

6.1 The Contractor shall provide a sufficient number of qualified personnel to enable timely and proper execution and completion of the Work. All such personnel shall be competent, literate in English and qualified by education, training, experience and in all other respects capable of carrying out the tasks to which each is assigned.

6.2 The Contractor shall employ, or cause to be employed, only supervisory personnel who are appropriately qualified, trained and experienced in safety, efficiency and quality of work supervision, and if requested by the Owner, accredited, or enrolled in a program for accreditation, in the manner specified by the Owner in the Contract Documents.

6.3 At the Owner's request, the Contractor shall reassign, replace or remove personnel who, in the Owner's sole discretion, do not meet the requirements of GC 6.1 or GC 6.2, or who have committed a violation of the Owner's regulations and procedures, including but not limited to safety, security, camp or site regulations or procedures.

6.4 Prior to the Commencement Date, the Contractor shall submit a proposed organizational chart for the Owner's approval. The organizational chart shall show the Key Personnel and the other supervisory and staff personnel who shall be executing the Work, together with their respective job titles. The Contractor shall not, without the Owner's consent, make any changes to the Key Personnel on an organizational chart that has been approved by the Owner. If any Key Personnel leave the Contractor's workforce, the Contractor shall forthwith replace such Key Personnel with personnel suitable to the Owner and of at least comparable qualifications.

6.5 The Contractor shall not employ or continue to employ Non-Canadian Workers in Canada, except in compliance with the Immigration Act (Canada) and regulations, as amended from time to time. The Contractor shall obtain and produce to the Owner's Representative valid and subsisting employment authorizations with respect to all Non-Canadian Workers to be used to perform the Work.

GC 7 - PERFORMANCE

7.1 The Contractor accepts the Owner's Site, the Work Site and the obligation to perform the Work in the condition existing at the close of tenders and acknowledges that it has investigated and satisfied itself as to:

7.1.1 the nature of the Work;

7.1.2 the location of and all conditions relating to the Owner's Site and the Work Site including but not limited to accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather and all other physical, topographical, geographical conditions;
7.1.3 the general character, quality, quantity and availability of equipment and materials required to execute and complete the Work;

7.1.4 all environmental risks, conditions, Law and restrictions applicable to the Contractor or the Work that might affect the Work;

7.1.5 all conditions affecting labour, including, without limitation, availability, productivity and administrative practices, including those relating to safety, prevailing at or applicable to the Work; and

7.1.6 the magnitude of the construction work required to execute and complete the Work;

and any failure by the Contractor to discover matters which affect or could affect the Work shall not relieve the Contractor from its obligations under this Contract or otherwise affect the Contract Price.

7.2 The Contractor and the Owner shall co-operate fully with each other and Other Contractors and Suppliers, and all other parties with whom the Contractor and the Owner may be involved during the performance of the Work.

7.3 The Owner reserves the right to award separate contracts to Other Contractors to be performed at the Work Site and to perform work with its own forces at the Work Site, in which case the Owner shall co-ordinate and schedule the Work with the work of the Other Contractors and the Owner's own forces, and the Contractor shall share access to and use the Work Site to accommodate the work of Other Contractors and of the Owner's own forces.

7.4 The Contractor agrees that it shall:

7.4.1 efficiently and expeditiously perform all Work in a good and workman-like manner and in accordance with this Contract;

7.4.2 exercise in its performance of the Work, that standard of care and skill normally exercised by contractors performing this type of construction work; and

7.4.3 perform the Work in a safe and environmentally sound manner and in compliance with applicable Law.

7.5 The Contractor represents and warrants to the Owner that:

7.5.1 it has the experience, resources, personnel and capability to expeditiously and diligently perform the Work and this Contract;

7.5.2 it is duly incorporated and validly existing under the laws of the Province of Alberta; [Note to Draft: To be deleted if Contractor is not incorporated]

7.5.3 it has all required permits, licenses and authorizations necessary to carry on its business and to be obtained by it to conduct the Work; and
7.5.4 the title to any and all materials, supplies and equipment which are to be provided by the Contractor for incorporation into the Work shall upon delivery to the Work Site be free from any and all claims, liens, charges, encumbrances or security interests of any kind whatsoever.

7.6 The Contractor shall supervise its employees, Subcontractors and Suppliers and inspect their work to ensure that such work and the Work conforms in each and every respect to the Contract Documents and to good and proper construction practices.

7.7 Neither acceptance of any part of the Work by the Owner, nor payment to the Contractor, shall relieve the Contractor from its responsibilities under this Contract, whether pursuant to any of the warranties or guarantees expressed or implied herein, or otherwise.

7.8 The Contractor shall provide the Owner with verbal or written reports in reasonable detail promptly upon the reasonable request of the Owner, and shall attend meetings as required by the Contract Documents, or as otherwise requested by the Owner's Representative.

7.9 The Contractor shall ensure that no activities or actions are undertaken in the performance of the Work by the Contractor, its Subcontractors or Suppliers, which would adversely affect, restrict or limit in any way, the continued operation of the Owner's facilities or plant which are in operation, unless required to perform the Work and done in accordance with the Work Schedule or otherwise authorized by the Owner's Representative.

7.10 Prior to the Commencement Date, and when otherwise requested by the Owner's Representative, the Contractor shall prepare a detailed Work Schedule satisfactory to the Owner, acting reasonably, for the performance of all or any part of the Work required under the Contract Documents. The Contractor shall control the progress of the Work to achieve compliance with the Work Schedule.

**GC 8 - CHANGES**

8.1 The Owner shall have the right, at any time, to make Changes.

8.2 When a Change is proposed or required, the Owner shall provide a Contemplated Change Notice to the Contractor describing the proposed Change.

8.3 The Contractor, upon receipt of a Contemplated Change Notice, shall promptly provide the Owner's Representative with a Change Quotation which shall include a method of adjustment or an amount of adjustment to the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed Change.

8.4 The Owner shall promptly following receipt of the Change Quotation either agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, or give the Contractor notice that the Change Quotation is not acceptable. If the Change Quotation is agreed to, then the Owner shall immediately issue a Change Order recording the Change, which shall be signed by the Owner and the Contractor. The value of Work performed as a result of a Change Order shall be included in invoices for payment given in accordance with the terms of payment in Schedule "B" - Payment for Work.
8.5 If the Owner requires the Contractor to proceed with the Change before the Owner and the Contractor agree, or where the Owner and Contractor have failed to agree upon the adjustment in Contract Price and Contract Time, the Owner shall issue a Change Directive.

8.6 Upon receipt of a Change Directive, the Contractor shall proceed promptly with the Change, and:

8.6.1 the Contractor shall keep daily records signed by the Owner's Representative of the time, materials and equipment employed in the Change; and

8.6.2 the Contract Price shall be adjusted in accordance with Schedule "B"- Payment for Work for Changes and Change Directives; and

8.6.3 the Contract Time shall be equitably adjusted by agreement between the Owner and Contractor, and if agreement cannot be reached, then the dispute shall be settled in accordance with GC 30.

8.7 If, during the performance of the Work, the Contractor is of the opinion that any instruction, interpretation, decision or direction from the Owner should have but has not resulted in a Contemplated Change Notice or Change Directive being issued, the Contractor shall give the Owner ____ Work Days notice with a Change Quotation requesting any adjustment in the Contract Price and Contract Time required. The Owner shall promptly consider the Change Quotation and immediately issue a Change Order, Change Directive or advise the Contractor that the Contractor's request is denied. If the Contractor disputes the Owner's decision, the Contractor shall, before proceeding with the Work, provide notice to the Owner disputing the Owner's decision, but shall promptly proceed to perform the Work. The Contractor shall keep daily records, to be signed by the Owner's Representative, of the time, materials and equipment employed in respect of the disputed Work. The Contractor's entitlement to an adjustment in the Contract Price and Contract Time shall then be resolved under GC 30.

8.8 No modification, additions, deletions or other revisions to this Contract, including Schedules "A" - Scope of Work, "B" - Payment for Work and "D" - Technical Specifications, shall be binding on either party unless set out in a Change Order or required by a Change Directive. Neither the keeping of daily records in respect of disputed work nor the signing of those records by the Owner's Representative shall be considered as an admission of entitlement to payment by the Owner but shall constitute a record of the time, materials and equipment employed in respect of the work for which a Change Directive has been issued or the Contractor has given notice of a dispute.

8.9 The Contractor shall include in its Change Quotation all costs and changes in Contract Time reasonably expected to result from a Change including any impact costs or costs of acceleration.

8.10 If the Contractor encounters actual subsurface or other concealed physical conditions at the Work Site which are materially different from the conditions represented to exist in the Contract Documents, then the Contractor shall provide notice to the Owner within 5 Work Days of encountering the conditions and shall allow the Owner the opportunity for inspection before the conditions are further disturbed.
8.11 The Owner shall promptly investigate the conditions described by the Contractor and if the actual conditions encountered by the Contractor at the Work Site differ materially from the conditions represented in the Contract Documents so as to substantially increase the cost to the Contractor or the time to perform the Work, then the Owner shall issue a Change Order to cover the increased cost and changed time to perform the Work.

**GC 9 - COMPLETION & ACCEPTANCE**

9.1 Upon notice to the Contractor, the Owner shall have the right to take possession of and use for any purpose any partially completed portion of the Work. The taking of possession or use shall not be deemed to be the Owner's acknowledgement of completion and acceptance of that portion of the Work or the Owner's concurrence that such Work conforms to the Contract and shall not limit or waive the Contractor's responsibility with respect thereto pursuant to this Contract or otherwise.

9.2 When the Contractor has completed the Work, or a component system thereof as defined in the Contract Documents ready to be turned over to the Owner for operation in accordance with the Work Schedule, it may give the Owner's Representative notice that the Work, or a component system thereof, has achieved Functional Completion. Within ____ Work Days of receipt of that notice, the Owner's Representative shall either issue a Functional Completion certificate or give notice to the Contractor of the reasons why the Work, or component system thereof, has not achieved Functional Completion. Neither certification by the Owner's Representative that the Work, or a component system thereof, has reached Functional Completion or the acceptance by the Owner of the Work, or a component system thereof, as being ready for operation shall relieve the Contractor of any of its obligations under this Contract, or otherwise.

9.3 After the Contractor has completed all Work under this Contract and corrected all known deficiencies, it shall give the Owner's Representative notice that the Work has been finally completed. Within ____ Work Days of receipt of that notice, the Owner's Representative shall either issue a Final Completion Notice, or give notice to the Contractor of the deficiencies to be remedied before a Final Completion Notice can be issued. In the latter case, the foregoing procedure with respect to the deficiencies shall be repeated until the Owner's Representative issues the Final Completion Notice. Notwithstanding the foregoing, the Owner's issuance of the Final Completion Notice shall not relieve the Contractor of any of its obligations under this Contract, or otherwise.

[Note to Draft: The following General Condition 9.4 is optional and places an onus on the Contractor that is higher than required by the previous draft]

9.4 The parties agree that it is a condition precedent to the issuance of a Final Completion Notice and to the release of the holdback that the Contractor satisfy each of the following requirements:

9.4.1 the Work has been fully completed in accordance with the terms and conditions of this Contract;
9.4.2 all deficiencies with respect to the Work have been remedied to the satisfaction of the Owner;

9.4.3 all obligations to other parties in relation to the Work for which the Owner or the Contractor could in any way be held responsible have been fully satisfied; and

9.4.4 the Contractor has delivered to the Owner the following:

9.4.4.1 a statutory declaration in the form included in Schedule "E" - Statutory Declaration and modified as required to include the following:

   (a) the amount of final sums payable;
   (b) the date the Contractor completed the Work, to evidence the expiration of the term for filing liens;
   (c) the full payment of all payrolls and other similar indebtedness, and all other sums and obligations whatsoever incurred by the Contractor in carrying out the Work, including, without limitation, payments to contractors or for materials or equipment; and
   (d) compliance of the Contractor with all Law;

9.4.4.2 a Workers' Compensation Board clearance certificate;

9.4.4.3 any as-built drawings and operations manuals for which the Contractor is responsible;

9.4.4.4 assignments of any warranties provided by manufacturers or suppliers of materials;

9.4.4.5 written evidence of good standing from union representatives, if any; and

9.4.4.6 a release in the form provided in Schedule "C" - Release and Certificate of Final Payment of all claims against the Work and the Owner arising under and by virtue of this Contract other than such claims, if any, as may with the consent of the Owner be specifically excepted by the Contractor in the preparation of such release, in amounts which shall be set forth therein.

**GC 10 - INSPECTION**

10.1 At all times during the progress of the Work, the Owner shall have the right to inspect or witness any part of the Work.

10.2 The Contractor shall inspect and be solely responsible for the inspection of all workmanship, materials and equipment furnished by the Contractor, Subcontractors or Suppliers in respect of the Work, to ensure conformity in each and every respect to the requirements of the Contract Documents and the Law and to ensure that good and proper construction practices are followed and that the Work is performed in a safe and environmentally sound manner.
10.3 If the Law requires testing of any part of the Work, the Contractor shall provide the Owner with sufficient advance notice of the arrangements for the test.

10.4 If the Contract Documents require any test to be performed or witnessed by the Owner, the Contractor shall provide the Owner's Representative with sufficient advance notice of its readiness for the test and the Owner shall then promptly perform or witness the test. If the Owner fails to witness the test when scheduled, any re-testing required by the Owner shall constitute a Change. If any portion of the Work is closed or covered by the Contractor without the Owner's permission and before the Owner has been given the opportunity to perform or witness a required test, then if requested by the Owner, that portion of the Work shall be opened or uncovered for testing and re-closed or re-covered, all at the Contractor's expense.

10.5 The Contractor shall ensure that all tools, equipment, temporary facilities and other items used in accomplishing the Work, whether purchased, rented or otherwise, provided by the Contractor, Subcontractors or Suppliers, are in a safe, environmentally sound and good condition, capable of performing the functions for which they are intended and used. The Owner shall have the right to inspect all tools and equipment brought on to the Owner's Site at any time during the progress of the Work. If any tool or item of equipment is, in the Owner's sole judgment, acting reasonably, unsafe, environmentally unsound or incapable of doing the work for which it is intended, the Contractor shall repair or replace it with a safe, environmentally sound and capable tool or item of equipment at the Contractor's expense.

10.6 Any Work which must be tested shall not be considered ready for inspection by the Owner until the Contractor has satisfied itself and notified the Owner's Representative, that in the Contractor's opinion, that Work can successfully pass the test.

10.7 Any inspection, testing or witnessing of any of the Work or tests by the Owner, or omission or failure on the part of the Owner to inspect or test any of the Work shall not be construed to be an acceptance of any such Work or as relieving the Contractor of its responsibilities pursuant to this Contract or otherwise.

**GC 11 - COMPLIANCE WITH LAW**

11.1 The Contractor shall comply with and shall ensure that its employees and agents comply with and shall contractually require its Subcontractors and Suppliers and their respective employees and agents to comply with all applicable Law in connection with the Work.

11.2 Subject to GC 26, the Contractor shall:

11.2.1 be liable for; and, in addition

11.2.2 indemnify and hold harmless the Owner and its officers, directors, employees, consultants and agents from and against,

any liability, claims, damages, costs and expenses arising from the failure of the Contractor, Subcontractors or Suppliers, or their respective employees or agents to comply with the Law, including but not limited to any additional costs for Work to be redone as a result of the breach of Law.
11.3 The Contractor shall obtain from governmental authorities or other third parties, and pay for those licenses, permits and approvals required by the Law or by the Contract for the Work, except those licenses, permits and approvals required with respect to the land-use aspects of the Work to be performed on the Owner's Site, and except for those licenses, permits and approvals to be obtained by the Owner as listed in Schedule "A" - Scope of Work.

11.4 If the Contractor discovers any variance between the Law and any materials purchased or supplied by the Contractor, Subcontractors or Suppliers, then the Contractor shall promptly notify the Owner before proceeding with the part of the Work affected, and shall make the necessary revisions to the materials to comply with the Law, at the Contractor's expense.

**GC 12 - SAFETY & LOSS MANAGEMENT**

12.1 The parties are committed to safety and the application of loss management principles in the performance of the Work. The Contractor shall perform the Work in a safe manner so as to comply in all respects with the safety, emergency and loss management regulations, guidelines and publications communicated by the Owner to the Contractor as part of the Bid Documents or otherwise for use by the Contractor in preparing its bid. The Owner shall make available to the Contractor, its published safety, emergency and loss management regulations, guidelines and publications, including, but not limited to, any Owner's loss management publication, and the Contractor shall perform the Work in a safe manner so as to comply therewith in all respects.

12.2 The Contractor shall place the highest importance on safety, emergency and loss management at all times during the performance of the Work. Accordingly, the Contractor shall at all times be responsible for safety and loss management in the performance of the Work, including, but not limited to, protecting the employees of the Owner, the Contractor, Subcontractors, Suppliers and Other Contractors and the general public from injury or death and protecting the Owner's property and the property of third parties from loss or damage. Without limiting the generality of the foregoing, the Contractor shall comply with all other safety requirements, if any, as specified in Schedule "A" - Scope of Work.

12.3 All employees of the Contractor, Subcontractors and Suppliers must successfully complete any Owner's safety orientation courses and other similar courses as the Owner may require, before being allowed access to the Owner's Site, and it shall be the Contractor's responsibility to ensure that they have done so.

**GC 13 - WORK AREA & CLEAN UP**

13.1 The Owner may designate space at the Owner's Site for the Contractor's working and storage areas. The Contractor shall be responsible for keeping these areas clean, orderly and secure.

13.2 The Owner is not responsible for theft, loss or damage to the Contractor's tools, equipment or materials howsoever caused, except for the negligent act or omission of the Owner or those for whom in Law it is responsible.
13.3 The Contractor shall not, and shall ensure that its Subcontractors and Suppliers do not use, transport, or store Hazardous Material on the Owner's Site except with the prior approval of the Owner's Representative. All Hazardous Material used, transported or stored shall be dealt with in accordance with the Law, the Contract and all of the Owner's published regulations, guidelines or publications regarding Hazardous Material. The Contractor shall also comply with the Contract and the Owner's published regulations, guidelines or publications in respect of on-site use and disposal of Specified Substances at the Owner's Site.

13.4 During the performance of the Work, the Contractor shall comply fully with the Contract and the Owner's safety and emergency regulations, guidelines and publications regarding clean up. The Contractor shall clean up, remove and dispose of all surplus materials, containers, trash and debris from the Work. Upon completion of the Work, or earlier termination of this Contract, the Contractor shall promptly clean up and remove all of its equipment, tools and surplus materials from the Work Site as specified by the Owner and shall leave the Work Site clean and ready for the Owner's use and occupancy.

GC 14 - TITLE & RESPONSIBILITY

14.1 All of the Contract Documents and Contractor's Prepared Documents shall belong to the Owner, and accordingly the Contractor shall have no proprietary right or interest in the Contract Documents or Contractor's Prepared Documents. The Contractor shall not use, copy or disclose any of the Contract Documents and Contractor's Prepared Documents for any purpose other than performing the Work. Subject to the foregoing, the Contractor may retain for its own records a copy of the Contract Documents and the Contractor's Prepared Documents.

14.2 Notwithstanding GC 14.1 or any other provision of this Contract, the Contractor shall be responsible for possession of all Contractor's Prepared Documents completed or in progress until received by the Owner. If any of the Contractor's Prepared Documents are lost, damaged or destroyed prior to receipt by the Owner, then such Contractor's Prepared Documents shall be promptly redone and replaced by the Contractor, at the Contractor's expense unless the loss, damage or destruction was caused by the Owner or persons for whom in Law it is responsible.

14.3 Subject to the Owner's rights pursuant to GC 29.4, the Owner agrees that it shall not sell to third parties any of the Contractor's Prepared Documents nor shall it distribute any of the Contractor's Prepared Documents to third parties except for the purpose of operating, maintaining, repairing, replacing, re-building or renovating the Owner's property resulting from the Work.

14.4 The title to all Work completed or in the course of construction at the Owner's Site and the title to all materials, equipment and supplies furnished or fabricated by the Contractor in connection with the Work, except tools and equipment owned or rented by the Contractor or Subcontractors and not intended to be incorporated into the Work, shall become the property of the Owner upon the earlier of payment therefor or delivery to the Work Site.

14.5 Notwithstanding the provisions of GC 14.4, and except for any portion of the Work for which the Owner has taken possession as contemplated by GC 9.1, the Contractor shall retain all risk with respect to and be responsible for:
14.5.1 all items furnished by the Contractor, Subcontractors or Suppliers which are to be incorporated into the Work or used in the performance of the Work;

14.5.2 all items supplied by the Owner to the Contractor for incorporation into the Work or for use in performing the Work;

14.5.3 all temporary structures or facilities used in the performance of the Work; and

14.5.4 any Work completed or in progress

until the Owner has issued either a Functional Completion certificate or a Final Completion Notice, in which case the risk shall pass to the Owner with respect to the Work covered thereby.

14.6 No materials, supplies or equipment incorporated into the Work shall be subject to any general security agreement, chattel mortgage, financing contract or other agreement by which an interest therein is retained by the seller or supplier thereof.

GC 15 - PATENTS & LICENSES

15.1 The Contractor shall indemnify and save the Owner harmless from all proceedings, claims, losses, damages and expenses whatsoever, including solicitor and own client (indemnity) costs arising out of any patent, trademark, copyright or industrial design infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs supplied by the Contractor, its Subcontractors or Suppliers, in the performance of the Work.

15.2 The Owner shall indemnify and save the Contractor harmless from all proceedings, claims, losses, damages and expenses whatsoever, including solicitor and own client (indemnity) costs arising out of any patent, trademark, copyright or industrial design infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs supplied or specified for use by the Owner to the Contractor for use in connection with the Work.

15.3 The Contractor shall promptly give notice to the Owner if the Contractor has or acquires knowledge of any patent, trademark, copyright or industrial design or similar right under which an action could reasonably be expected to be maintained because of the use or purchase by the Owner of equipment, machinery, materials, compositions, processes, methods or designs incorporated or to be incorporated by the Contractor as part of the Work. Following notification to the Owner, the Contractor shall not incorporate any such equipment, machinery, materials, compositions, processes, methods or designs into any plans, drawings, specifications or other documents, or use the same in connection with the Work without the Owner's prior approval.

15.4 The Contractor grants the Owner a non-exclusive, royalty-free, perpetual, irrevocable license:

15.4.1 to use any and all patents, industrial designs, copyrights and technology related to the Work, that the Contractor owns or controls, subject to the Contractor's legal right to do so; and
15.4.2 to make, have made and use the equipment, machinery, materials, compositions, designs, methods and processes supplied by the Contractor under this Contract, subject to the Contractor's legal right to do so.

GC 16 - CONFIDENTIAL INFORMATION & PUBLICITY

16.1 The Contractor shall keep all of the Owner's Confidential Information in confidence and shall not disclose it to others without the prior approval of the Owner's Representative. The Contractor shall not use the Owner's Confidential Information, except in performance of the Work.

16.2 Notwithstanding GC 16.1, the Contractor may disclose the Owner's Confidential Information to those of its employees, Subcontractors and Suppliers and their respective employees to whom disclosure is required in order for the Contractor to perform the Work, provided the Contractor shall ensure that its employees and agents comply with and shall contractually require its Subcontractors and Suppliers and their respective employees and agents to comply with GC 16.1.

16.3 The Contractor shall have all Key Personnel [Note to Draft: expand if necessary] execute Schedule "F" – Key Employee Confidentiality, Proprietary Information and Consent Agreement within 10 Work Days of the Contractor executing this Contract.

16.4 The Contractor shall not disclose any of the Contract Documents or the Contractor's Prepared Documents to others without the prior approval of the Owner's Representative, except as necessary to perform the Work.

16.5 The Contractor shall not use the Owner's name, registered or unregistered trademarks or any of the Owner's slogans in any advertising or promotional materials or publicity releases, and shall not take or permit to be used, any photographs of the Owner's Site, without the prior written approval of the Owner's Representative.

GC 17 - PROPRIETARY INFORMATION

17.1 The Contractor shall promptly disclose all Proprietary Information to the Owner, shall assign all of its right, title and interest in and to the Proprietary Information to the Owner, and shall execute all such documents and take such other actions as the Owner may consider necessary or desirable with respect to the Proprietary Information.

17.2 The Contractor shall keep and maintain adequate and current records of all Proprietary Information.

17.3 The Contractor shall keep all Proprietary Information in confidence, shall not use it, or any part of it except in the performance of the Work and shall not disclose it to others, without the Owner's prior written consent.
17.4 Notwithstanding GC 14.1, or anything provided in GC 17, where a technology, process or work method has been developed by the Contractor, Subcontractor or Supplier, arising out the Work, that is not the result of Owner's Confidential Information, the proprietary rights to that technology, process or work method shall remain with the Contractor, Subcontractor or Supplier, as the case may be. Where proprietary rights remain with a party other than the Owner, the Owner shall, and is hereby granted the right to have and to retain a copy for its own use and to use any drawings, Contractor's Prepared Documents or other information in respect thereof, for the purpose of the Work or the operation, repair, maintenance, replacement, re-building or renovation of the Work.

**GC 18 - FORCE MAJEURE**

18.1 Either the Owner or Contractor may claim that an Event of Force Majeure has taken place, by giving the other party verbal notice within 24 hours of the Event of Force Majeure, and notice, together with a proposed plan of corrective action in writing to resolve or minimize the effect of the Event of Force Majeure, within 48 hours of the Event of Force Majeure.

18.2 If the Owner has given notice of an Event of Force Majeure or agrees with the Contractor that the Work or any portion thereof is affected as a result of an Event of Force Majeure, then the Owner shall:

18.2.1 cause the Contractor to complete the Work, with such adjustments to Contract Time as are required by the Event of Force Majeure;

18.2.2 suspend the Work or any portion thereof in accordance with GC 20; or

18.2.3 terminate this Contract or any portion thereof in accordance with GC 21.1 and GC 21.5.

18.3 If the Owner does not agree that the Work or any portion thereof is affected as a result of an Event of Force Majeure for which the Contractor has given notice under GC 18.2, then the Contractor shall complete the Work in accordance with the Work Schedule and may request an adjustment to the Contract Price and Contract Time in the manner provided in GC 8.7.

18.4 If an Event of Force Majeure exists and continues for a period in excess of continuous Work Days and results in substantially all of the Work being stopped or suspended during that period the Contractor may terminate the Contract and the Owner shall pay the Contractor for the Work performed to the date of termination.

18.5 Any delay or failure on the part of either the Owner or the Contractor, which is a result of an Event of Force Majeure, shall not constitute default hereunder or give rise to any claim for damages. Subject to GC 18.4, an Event of Force Majeure shall not result in any increase to the Contract Price.
GC 19 - DELAYS

19.1 If the Contractor is delayed in the performance of the Work by an act or omission of the Owner or anyone employed or engaged by the Owner directly or indirectly, contrary to the provisions of the Contract Documents, or by the Owner taking possession of or using any partially completed portion of the Work pursuant to GC 9.1 ahead of the Work Schedule, then the Contract Time shall be extended for such reasonable time as may be necessary to allow the Contractor to make up the delay. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.

19.2 If the Contractor is delayed in the performance of the Work by an order issued by a court or other public authority having jurisdiction and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Owner may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.

19.3 No claim for delay and no extension of time on account of delay shall be made for delay unless notice with a Change Quotation is given to the Owner not later than ____ Work Days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

GC 20 - SUSPENSION

20.1 In addition to any other rights that the Owner may have pursuant to this Contract, or in Law, the Owner may in the exercise of its sole discretion, at any time or times, by notice to the Contractor specifying the effective date of the suspension, require the Contractor to suspend the Work or any portion thereof (the "Suspended Work"). Upon receiving notice, the Contractor shall discontinue the Suspended Work, place no further purchase orders or subcontracts with respect to the Suspended Work, and promptly make reasonable efforts to obtain suspension terms satisfactory to the Owner with respect to all purchase orders, subcontracts, supply contracts and rental agreements related to the Suspended Work. The Contractor shall continue to perform all Work which is not Suspended Work.

20.2 The Owner may at any time authorize resumption of the Suspended Work or any part thereof, by giving the Contractor reasonable notice specifying the part of the Suspended Work to be resumed and the effective date of such resumption. The Contractor shall resume the Suspended Work on the date and to the extent specified in the notice provided that if the date for resumption is more than ____ days after the date of suspension, the Contractor may, by Change Quotation, given within ____ days of receipt of the notice of resumption, request a Change Order in the manner provided in GC 8.7 deleting the Suspended Work from the Contract and adjusting the Contract Price and Contract Time on account of the suspension and deletion of the Suspended Work.
20.3 The Contractor shall use its employees, equipment and materials in such manner, and take such other steps as may be necessary or desirable to minimize the costs associated with the Suspended Work. During the period of suspension of the Work, the Contractor shall secure and protect the Suspended Work and all materials and equipment to be used or incorporated therein.

20.4 The Owner shall issue a Change Order to reimburse the Contractor for those direct costs reasonably incurred by the Contractor as a result of the Suspended Work. Except where the Suspended Work has been deleted as set forth in GC 20.2, under no circumstances shall the Owner be liable for any damages or loss of profits on account thereof.

GC 21 - TERMINATION

21.1 In addition to any other rights that the Owner may have pursuant to this Contract, or in Law, the Owner may at any time, in the exercise of its sole discretion, terminate this Contract, the Work or any portion thereof by giving notice to the Contractor specifying the Work or portion thereof to be terminated and the effective date of the termination. Upon receipt of such notice, the Contractor shall discontinue the Work in accordance with the notice, and shall take such whatever steps may be necessary or desirable to minimize the costs associated with the termination of the Work. The Contractor shall continue to perform all portions of the Work not terminated, if any, in accordance with this Contract. Except in the event that this Contract is terminated in accordance with GC 18, 21.2 or 21.3, the Owner shall reimburse the Contractor for those costs reasonably incurred by the Contractor as a direct result of the termination of this Contract, the Work, or any portion thereof.

21.2 Not so as to limit the generality of GC 21.1, the Owner may in its sole discretion terminate this Contract by notice to the Contractor, in any of the following circumstances:

21.2.1 if the Contractor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against the Contractor;

21.2.2 if an order is made or resolution is passed for the winding up or liquidation of the Contractor;

21.2.3 if a custodian, receiver, manager or other officer with similar powers is appointed in respect of the Contractor or any of the Contractor's property;

21.2.4 if the Contractor ceases to carry on in the ordinary course of business;

21.2.5 if a creditor takes possession of any of the Contractor's property or if a distress, execution or any similar process is levied or enforced against such property and remains unsatisfied by the Contractor; or

21.2.6 if the Contractor fails or refuses at any time to comply with the provisions of GC 11 or GC 12.

Upon receipt of such notice, the Contractor shall discontinue the Work in accordance with the notice, and shall take such steps as may be necessary or desirable to minimize the costs to the Owner associated with the termination of the Work.
21.3 In addition to any rights the Owner may have at Law, if the Contractor is in default in carrying out any of the terms, conditions, covenants or obligations of this Contract, or has made a false representation, declaration or warranty, the Owner may give the Contractor notice of default. The Contractor shall have ___ Work Days following receipt of the notice, or such longer time as the Owner has specified in the notice of default, within which to remedy the default. If the Contractor fails to rectify the default in the time required, the Owner may, by notifying the Contractor, terminate the whole or any part of the Contract.

In the case of any default which would reasonably require more than the time allowed to rectify the default, the Contractor shall be deemed to have rectified the default if, within the allowed time, it has submitted to the Owner a schedule for rectification of the default which the Owner has accepted and the Contractor has commenced rectification and thereafter promptly and diligently and continuously proceeded with the rectification of the default, in accordance with the approved schedule. If the Owner does not accept the schedule of rectification, the Contract shall be terminated in accordance with the notice of termination provided by the Owner to the Contractor. If the Owner accepts the schedule of rectification, but the Contractor does not complete the rectification of the default within Owner-approved schedule, the Owner may, by ___ Work Days notice in writing to the Contractor, terminate the whole or any part of the Contract.

Upon receiving a notice of termination, the Contractor shall discontinue the Work in accordance with the notice and shall take such steps as may be necessary or desirable to minimize the costs to the Owner associated with the termination of the Work. The Owner shall not be liable for those costs incurred by the Contractor as a result of the termination of the Work.

21.4 In the event this Contract or any portion of the Work is terminated, the Owner may complete or have others complete the Work. Subject always to GC 3.3, if this Contract is terminated pursuant to GC 21.2 or GC 21.3, the Owner shall pay the Contractor for all Work satisfactorily performed to the date of termination, less the sum of all monies already paid to the Contractor and all costs the Owner must pay in excess of the Contract Price to obtain satisfactory completion of the Work by others.

21.5 Upon termination of this Contract or the Work or any part thereof, the Contractor shall execute and deliver to the Owner all documents required by the Owner, and shall take all steps required by the Owner, to assign to and fully vest in the Owner all right, title and interest of the Contractor under existing agreements with the Contractor's Subcontractors and Suppliers, which are related to the Work.

21.6 The Owner shall not be liable for any penalties, damages or loss on account of anticipated profits as a result of the termination of the Work or this Contract by the Owner. The rights and remedies provided in this GC 21 are in addition to the rights and remedies provided by the Law, or under any other provision of this Contract.

21.7 If the Owner becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against the Owner, the Contractor may, without prejudice to any other right or remedy it may have, by giving the Owner written notice, immediately terminate the Contract.
21.8 If the Owner fails to make a payment to the Contractor when due and payable under this Contract, the Contractor may give the Owner notice of default. If the Owner has not cured the default within 5 Work Days, or is not contesting the Contractor's entitlement to payment in good faith, then the Contractor may suspend the further performance of the Work, without prejudice to all other rights and remedies it may have at Law. In the event that the Owner remains in default of payment for a further period of 14 Work Days after suspension of the Work by the Contractor, the Contractor may terminate the Contract, without prejudice to all other rights and remedies it may have at Law. The Owner shall be liable for and pay to the Contractor all amounts on account of Work performed to the date of suspension hereunder, the Contractor's reasonable charges incurred during the period that the Work was suspended, and, in the event of termination, the Contractor's loss of profit on the balance of the uncompleted Work.

GC 22 - TAXES

22.1 The Contractor shall be responsible for the payment of:

22.1.1 all taxes imposed by reason of the performance or completion of the Work including but not limited to license, permit and registration fees and the Contractor's income, profit, franchise, business, and personal property taxes;

22.1.2 all employment taxes and contributions imposed by the Law or required to be paid on behalf of the employees of the Contractor, Subcontractors or Suppliers, including but not limited to taxes and contributions for income tax, workers' compensation, unemployment insurance, old age benefits, welfare funds, pensions and annuities and disability insurance; and

22.1.3 all customs, sales and excise taxes and duties owing with respect to any labour, machinery, materials and equipment supplied by the Contractor for use in the performance of or to be incorporated into the Work, except for goods and services tax payable by the Owner with respect to payments due to the Contractor.

22.2 Any increase in taxes and charges described in GC 22.1.1 and GC 22.1.2 shall be the sole responsibility of the Contractor. In the event of a change in taxes or charges described in GC 22.1.3, a Change Order shall be issued changing the Contract Price to account for the difference between the amount of tax that would have been payable by the Contractor as of the effective date of this Contract and the actual amount of tax that becomes payable as a result of the change in the tax.

22.3 The Contractor shall indemnify and hold harmless the Owner from any liability resulting from the Contractor's, Subcontractors' or Suppliers' failure to make timely payments of the items referred to in this GC 22 or such similar items for which the Contractor is responsible. Any interest, penalties or other liabilities arising from such failure shall be the sole responsibility of and be paid for by the Contractor.
GC 23 - WORKERS' COMPENSATION

23.1 The Contractor shall at all times pay or cause to be paid any assessment or contribution required to be paid pursuant to the Workers’ Compensation Act of Alberta and upon failure to do so, the Owner, in addition to any other rights it may have at Law or under this Contract, may retain the amount of such assessment or contribution from the Contract Price.

23.2 Prior to the Commencement Date, before release of the holdback, and at any other time at the Owner's request, the Contractor shall arrange to have the Workers' Compensation Board of Alberta send a clearance letter to the Owner's Representative, verifying that all required assessments and contributions have been paid, or such assessments and contribution are not required to be paid, by the Contractor, Subcontractors and Suppliers.

GC 24 - LIENS

24.1 The Contractor shall at all times reimburse, protect, indemnify and save free and harmless the Owner, the Owner's Site and the other lands and property of the Owner from and against all liens, claims made or liability incurred by the Owner on account of the Work performed or materials supplied by Subcontractors or Suppliers, or on account of an exaggerated lien filed by the Contractor including, without limitation, legal fees on a solicitor and own client (indemnity) basis. The Contractor shall cause any such lien or claim which may be filed or made, to be released and discharged forthwith at the expense of the Contractor. If the Contractor fails to release or obtain the release and discharge any such lien or claim, then the Owner may, but shall not be obliged to, discharge, release or otherwise deal with the lien or claim, and the Contractor shall pay any and all costs and expenses incurred by the Owner in so releasing, discharging or otherwise dealing with the claim or lien, including but not limited to, legal fees on a solicitor and own client (indemnity) basis. Any amounts so paid by the Owner may be deducted from any amounts due the Contractor whether under this Contract or otherwise.

GC 25 - WARRANTIES

25.1 The Contractor represents and warrants that:

25.1.1 all Work performed by the Contractor or any of its Subcontractors shall:

25.1.1.1 comply with the Contract Documents and the instructions of the Owner;

25.1.1.2 be performed in a safe and environmentally sound manner in compliance with applicable Law; and

25.1.1.3 be performed in accordance with all time schedules set out in or called for by the Contract Documents; and

25.1.2 all materials and equipment furnished by the Contractor, Subcontractors or Suppliers shall:

25.1.2.1 meet the specifications in the Contract Documents if so specified, and if not specified then be of the quality best suited for the required operating conditions
and intended use and purpose of the materials and services and of sufficient size and capacity for the Work; and

25.1.2.2 be safe and environmentally sound.

25.2 The Contractor warrants that, for a period of ___ years (or such other time as provided in Schedule "A" - Scope of Work) from the earlier of the date of Functional Completion or the date of the Final Completion Notice, the Work (or the component system in the case of a Functional Completion Notice) issued in respect of a component system) is and shall be free from any and all defects and deficiencies in workmanship performed and, materials and equipment supplied by the Contractor, its Subcontractors or Suppliers.

25.3 During the Warranty Period, the Contractor shall promptly repair, replace and make good all defects in the Work and correct all deficiencies, errors, omissions and mistakes with respect to the Work (or any component system) at its own cost by re-performing the Work or repairing or replacing any materials or equipment, if any, which do not comply with the Contract. The Contractor shall do so in a manner that minimizes disruptions to the Owner's continued operations. Notwithstanding the foregoing, the Owner may, in the case of emergency or the failure of the Contractor to perform the requested warranty work in a timely manner, make or cause to be made the necessary corrections, repairs or replacements and charge the cost of the same to the Contractor provided that where practical, the Owner shall provide the Contractor with the opportunity to make the necessary corrections, repairs or replacements.

25.4 The Contractor shall immediately advise the Owner's Representative of any defects in workmanship, materials or equipment and of all deficiencies, errors, omissions or mistakes in the Work that it discovers or becomes aware of during the Contract Time and Warranty Period.

25.5 The Warranty given hereby shall apply to the re-performance of any Work or the repair or replacement of materials or equipment pursuant to GC 25.3, and the Warranty Period shall again run from the time of the completion of the work performed under Warranty.

25.6 If this Contract or any part of the Work is terminated pursuant to GC 21, then this GC 25 shall survive such termination, and the Warranty Period with respect to completed Work shall commence upon the effective date of termination.

GC 26 - LIABILITY & INDEMNIFICATION

26.1 The Contractor shall be liable to the Owner, its officers, directors, employees, consultants and agents for all losses, damages and expenses whatsoever which they or any of them may incur and in addition shall indemnify, and hold harmless, the Owner, its officers, directors, employees, consultants and agents from and against all proceedings, claims, losses, damages and expenses whatsoever, including solicitor and own client (indemnity) costs, which may be brought against or incurred by the Owner, or any of its officers, directors, employees, consultants and agents, as a result of claims, demands, actions or proceedings made or taken by persons not party to this Contract for:
26.1.1 any acts or omissions in connection with the performance, purported performance or non-performance of this Contract or of the Work by the Contractor, Subcontractors, Suppliers or their respective employees or agents; or

26.1.2 any acts or omissions of the Owner, Other Contractors or their respective employees or agents, or in connection with such acts or omissions, while acting under the direction and control of the Contractor, Subcontractors, Suppliers or their respective employees or agents.

26.2 The Contractor shall be liable to and shall indemnify the Owner for all losses, damages and expenses on account of:

26.2.1 all physical damage caused by the Contractor, its Subcontractors or Suppliers or their respective employees or agents to property of the Owner or Other Contractors, or property under the care, custody or control of the Owner or Other Contractors; and

26.2.2 the cost to repair or make good any and all damage to roads, bridges, railroads, highways, land adjacent to the Owner's Site or facilities or equipment relating thereto caused by or resulting from the actions howsoever of the Contractor, its Subcontractors or Suppliers, or their respective employees or agents,

to the limit of the greater of the extent of amounts recoverable under a policy or policies of insurance required to be maintained by the Contractor, or provided by the Owner, pursuant to the provisions of this Contract, and $_______________, and the Contractor shall have no liability on this account for any loss, damage and expense in excess thereof.

26.3 Except to the extent to which indemnity is provided by a policy or policies of insurance, neither the Contractor nor its Subcontractors, Suppliers or their respective employees or agents shall have any liability to the Owner, its officers, directors, employees, consultants and agents, whether in tort (including but not limited to negligence or breach of statutory duty) or otherwise unless a notice has been given to the Contractor in writing within a period of 10 years from the date of the Final Completion Notice setting forth details of the intended claim and the identity of the parties against whom it is to be made.

26.4 Notwithstanding anything else in this Contract, the Contractor, its Subcontractors, Suppliers, and their respective officers, directors, employees, consultants and agents shall not be liable to the Owner, or anyone claiming through or under it, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis, for:

26.4.1 special or consequential loss or damage;

26.4.2 loss of use, whether complete or partial, of the Work or existing facilities of the Owner or third parties;

26.4.3 loss of product;

26.4.4 loss of revenue, overhead and profit; or
26.4.5 loss of any contract that may be suffered by the Owner, except to the extent of amounts recoverable under a policy or policies of insurance required to be maintained by the Contractor, or provided by the Owner, pursuant to the provisions of this Contract, provided however that in the event of the failure by the Contractor to complete the Work by the Contract Time the liability of the Contractor under this GC 26.4 shall be limited only to the greater of the insurance recoverable and $______________.

[Note to Draft: Optional]

26.5 In the event of a sale by the Owner of the Owner's Site, the Owner agrees to cause the purchaser to enter into an agreement whereby the purchaser covenants to be bound by, and to afford the Contractor the benefit of, GC 26.4.

26.6 The Owner shall indemnify and hold harmless, including indemnity for legal costs on a solicitor and own client (indemnity) basis, the Contractor, its Subcontractors, Suppliers, and their respective officers, directors, employees, consultants and agents from and against all claims, demands, actions and proceedings made or taken by persons not parties to this Contract and which arise on account of and are attributable to the Owner's obligations hereunder, including, without limitation:

26.6.1 a lack of or defect in title or an alleged lack of or defect in title to the Owner's Site;

26.6.2 an environmental condition at the Work Site which is the responsibility of the Owner;

26.6.3 Hazardous Materials supplied by the Owner and while under its care and control;

26.6.4 an action for which the Owner must indemnify the Contractor pursuant to GC 15.2; or

26.6.5 defective machinery, equipment, products, processes or mechanisms provided by the Owner to the Contractor for the performance of or incorporation into the Work.

26.7 In the event that the Owner accepts the responsibility to indemnify the Contractor, its officers, directors, employees, consultants or agents pursuant to GC 26.5, then it shall be entitled to retain and instruct counsel to act for and on behalf of those persons and to settle, compromise and pay any claim, demand, action or proceeding without first obtaining prior approval from the party in whose favour the indemnity has been provided. The Contractor shall and shall cause any indemnified party to co-operate in all respects in contesting any third party claim for which the Owner has accepted responsibility.

GC 27 - INSURANCE

27.1 Without in any way limiting the liability of the Contractor or its obligation to indemnify the Owner under this Contract, the Contractor shall, at its own expense, obtain prior to the Commencement Date and maintain during the Contract Time, the following types of insurance coverage, naming the Contractor as the insured, in the following minimum amounts:
27.1.1 automobile liability insurance which provides coverage to a minimum limit of $2,000,000.00 per occurrence against any and all claims for bodily injury including, without limitation, passenger hazard and property damage for all vehicles used by the Contractor, its employees or agents in connection with the Work, including non-owned vehicles;

[Optional - Use only if Section 27.6 has been deleted]

27.1.2 course of construction including transit insurance covering the Work against physical loss or damage equal to the current value of the Contract and the value of all materials, equipment and supplies delivered to the Work Site for incorporation into the Work, subject to policy terms, conditions and exclusions, and subject to a $_____________ deductible. This policy shall identify the Owner, the Contractor, Subcontractors and Suppliers and their respective officers, employees and agents as additional named insureds with respect to the Work to be performed pursuant to this Contract, and shall cover loss or damage to the Work, including all materials, equipment and supplies delivered to the Work Site for incorporation into the Work;

[Optional]

27.1.3 aircraft and watercraft liability insurance with respect to owned and non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, with limits of liability of not less than $2,000,000.00 for the accidental injury or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence; and

27.1.4 insurance covering loss or damage to construction machinery, tools and equipment used by the Contractor for the performance of the Work. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner may, in writing, waive the equipment insurance requirement.

[Optional for Owner or Contractor]

27.2 The Owner [or Contractor] shall maintain during the Contract Time a comprehensive general liability insurance policy, including completed operations for a period of not less than 12 months from the date of the Final Completion Notice, naming the Owner, Contractor, Subcontractors, Suppliers and their respective employees and agents as named insureds. The policy shall contain a "cross-liability" clause so that the Owner, Contractor, Subcontractors, Suppliers and their respective officers, employees and agents are insured in the same manner and to the same extent as if individual policies had been issued to each.

[Optional – Use if Owner provides CGL coverage]

27.3 Subject always to the specific wording of the policy, the definitions, limits, coverage and exclusions contained therein, the policy referred to in GC 27.2 shall, in general terms, include the following features:
27.3.1 a combined single limit of not less than $__________ for each occurrence or accident;

27.3.2 coverage for damages due to bodily injury (including death at any time resulting therefrom) and personal injuries sustained by any person as well as injury to or destruction of property arising out of any operations in connection with this Contract; and

27.3.3 a deductible amount of no more than $_______________ per occurrence.

27.4 The Contractor agrees that notification of any claim or possible claim to be made relating to the insurance provided by the Owner shall be provided by the Contractor to the Owner's Representative as soon as possible and in any event not more than 3 Work Days after the Contractor becomes aware of the occurrence of the event to which the claim relates.

27.5 The Owner and the Contractor agree and the Contractor shall ensure that its Subcontractors agree that the insurer has the right to make such investigation, negotiation and settlement of any claim or suit relating to the policy discussed in GC 27.2 as may be deemed expedient by the insurer.

[Optional]

27.6 The Owner shall provide course of construction including transit insurance covering the Work against physical loss or damage equal to the current value of the Contract, subject to policy terms, conditions and exclusions, and subject to a $________ deductible. This policy shall identify the Owner, the Contractor, Subcontractors and Suppliers and their respective officers, employees and agents as additional named insureds with respect to the Work to be performed pursuant to this Contract, and shall cover loss or damage to the Work including all materials, equipment and supplies delivered to the Work Site for incorporation into the Work.

27.7 The deductibles for the insurance policies referred to above, shall, unless otherwise specified, be standard deductibles for such policies and the party causing the loss shall be solely responsible for payment of the amount of any deductible.

27.8 The Contractor shall provide certified copies of the insurance policies it is required to place and maintain under this Contract if requested by the Owner's Representative.

**GC 28 - INDEPENDENT CONTRACTOR**

28.1 For the purposes of this Contract and the Work, the Contractor shall be an independent contractor and not the agent or employee of the Owner. Accordingly, all persons employed or retained by the Contractor in connection with the performance of its obligations hereunder shall be its employees or those of its Subcontractors or Suppliers, as the case may be, and not the employee or agent of the Owner in any respect.

28.2 The Contractor shall have no authority whatsoever to make any statement, representation or commitment of any kind, nor to take any action, which may be binding on the Owner, except as may be expressly provided for herein, or as expressly authorized in writing by the Owner.
GC 29 - SUBCONTRACTS & ASSIGNMENTS OF CONTRACT

29.1 The Contractor shall provide notice to the Owner of its intention to subcontract the performance of any Work or the supply of equipment and materials and of the intended Subcontractor or Supplier before entering into any subcontract. The Owner may for reasonable cause object to the use of a proposed Subcontractor or Supplier and require the Contractor to obtain another Subcontractor or Supplier. Any reviews or approvals by the Owner pursuant to the provisions of this GC 29 or elsewhere in this Contract shall not release or relieve the Contractor of any of its obligations under this Contract or create any contractual relations between the Owner and any Subcontractor or Supplier. The Contractor shall require any Subcontractor or Supplier to agree to be bound by these General Conditions and Schedule "A" - Scope of Work and to abide by the Owner's requirements for safety and loss management.

29.2 Prior to the Commencement Date, the Contractor shall provide the Owner's Representative with a list of the names and addresses of all Subcontractors, Suppliers and others who have performed or shall perform any of the Work. The Contractor shall provide the Owner's Representative with any proposed changes to this list during the Contract Time. The Contractor shall, upon the request of the Owner, assign to the Owner all warranties provided by Subcontractors and Suppliers.

29.3 The Contractor shall be fully responsible for any part of the Work performed by Subcontractors or Suppliers and for the acts or omissions of Subcontractors and Suppliers and all persons either directly or indirectly employed by them, to the same extent as the Contractor is for its own acts or omissions. Without in any way limiting the Contractor's obligations pursuant to the provisions of this GC 29 or elsewhere under this Contract, the Contractor shall secure compliance with and enforce, at its own expense, for the benefit of the Owner, each of the contracts concluded by the Contractor with Subcontractors and Suppliers.

29.4 The Contractor shall not assign this Contract or any part thereof without the prior approval of the Owner. The Owner may assign this Contract including all rights and obligations hereunder, at any time without the prior agreement of the Contractor, provided that the assignee agrees to be bound by this Contract.

29.5 The Contractor shall enforce the warranty obligations of its Subcontractors and Suppliers. All contracts between the Contractor and its Subcontractors and Suppliers shall provide that warranties given by the Subcontractor or Supplier shall be given to both the Contractor and the Owner and the warranties may be enforced by either the Contractor or the Owner.

29.6 The Contractor shall request and use its best efforts to obtain for the benefit of the Owner, the best warranties and guarantees that it is possible to secure from its Subcontractors and Suppliers and, as a minimum, shall obtain and provide to the Owner the warranties required by the Contract Documents. The Contractor shall do all things and provide all assistance reasonably necessary to enable the Owner to enforce warranties and guarantees provided by its Subcontractors and Suppliers.
GC 30 - DISPUTE RESOLUTION

30.1 In the event of disagreement between the parties as to the performance of the Work or the interpretation, application or administration of the Contract Documents, the Contractor shall perform the Work as directed by the Owner’s Representative. All differences between the parties not resolved by the decision of the Owner’s Representative and all disputes and claims of either party arising out of the Contract and its performance shall be settled in accordance with this GC.

30.2 The parties shall make all reasonable efforts to resolve all disputes and claims by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

30.3 Either party shall be entitled by notice to the other to call for the appointment of a Project Mediator, in which case the parties shall within 10 Work Days thereafter jointly nominate a Project Mediator. If the parties do not agree on the appointment of a Project Mediator, then either party may request the Chair of the Alberta Arbitration and Mediation Society to appoint a Project Mediator, who when so appointed shall be deemed acceptable to the parties and to have been appointed by them.

30.4 The parties shall submit in writing their dispute to the Project Mediator, and afford to the Project Mediator access to all records, documents and information the Project Mediator may request. The parties shall meet with the Project Mediator at such reasonable times as may be required and shall, through the intervention of the Project Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Project Mediator are agreed to be without prejudice, and the cost of the Project Mediator shall be shared equally between the parties.

30.5 If the dispute has not been resolved within ___ days after the appointment of the Project Mediator either party may by notice to the other withdraw from the mediation process.

30.6 All disputes, claims and differences not settled as herein provided, arising out of or in connection with the Contract or in respect of any defined legal relationship associated with it or derived from it, shall be referred to and finally resolved by arbitration in accordance with the Alberta Arbitration Act. The arbitral tribunal shall be composed of one arbitrator where the subject of the dispute, claim or difference relates primarily to whether work required to be performed is within the scope of the Work or the Contractor has met the required specifications of the Contract, and the Work has not yet been completed when the matter is referred to arbitration. In all other cases the arbitral tribunal shall be composed of 3 arbitrators, one appointed by each party who shall select the third who shall act as chair.
GC 31 - CONFLICT OF INTEREST

31.1 The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Owner's best interests. This obligation shall apply to the activities of the Contractor, Subcontractors and Suppliers and their respective employees and agents, in their relations or dealings with the employees of the Owner and their families, and other third parties, arising from this Contract or the performance of the Work. The efforts made by the Contractor in this regard shall include, but shall not be limited to, establishing reasonable precautions to prevent its employees or agents from offering, or providing entertainment, gifts, loans, payments or other considerations to the Owner's employees, consultants and agents or their family members.

GC 32 - AUDIT ACCESS

32.1 The Contractor shall keep and preserve the Records during the Contract Time and for a period of 4 years thereafter.

32.2 For the purposes of determining the Contractor's compliance with all of the terms of this Contract, including, but not limited to GC 8, 19 and 21 and for verification of all Work performed and all reimbursable costs and other charges payable under this Contract, including but not limited to, claims and suspension or termination charges, the Contractor shall permit authorized representatives of the Owner to review the Records, at all reasonable times during the Contract Time, and for a period of 4 years thereafter. The provisions of this GC 32.2 pertain only to the determination of the Contractor's compliance with the Contract and with verification of reimbursable costs and charges payable under this Contract and do not apply to any fixed price portion of the Contract.

GC 33 - REPRESENTATIVES & NOTICES

33.1 Any and all of the Owner's approvals are required to be in writing and to be given by the Owner's Representative.

33.2 The Owner's Representative is ____________________. The Owner's Representative has the authority to bind the Owner on all matters relating to the Work and the Contract, and all communications to or with the Owner's Representative shall be deemed to be communications to or with the Owner.

33.3 Contractor's Representative is ____________________. Contractor shall not change the Contractor's Representative, except with the prior approval of the Owner. The Contractor's Representative has the authority to bind the Contractor on all matters relating to the Work and the Contract, and all communications to or with Contractor's Representative shall be deemed to be communications to or with the Contractor.
33.4 Unless otherwise specifically indicated in this Contract, all notices, approvals, consents, authorizations and other communications required or permitted pursuant to this Contract, shall be in writing and shall be delivered personally to the Contractor's Representative or the Owner's Representative, as the case may be, faxed or electronically transmitted, where such electronic transmission meets the minimum requirements set forth in any legislation governing the electronic transmission of documents pursuant to this Contract, to the other party at the addresses shown below:

33.4.1 Contractor:

__________________________________________
__________________________________________
__________________________________________
__________________________________________
Attention:________________________________
Telephone:________________________________
Fax:______________________________________

33.4.2 Owner:

__________________________________________
__________________________________________
__________________________________________
__________________________________________
Attention:________________________________
Telephone:________________________________
Mail Drop:________________________________
Fax:______________________________________

33.5 Either party may change its address or fax number for notice by providing the other party with 10 days notice.

33.6 Invoices and all supporting documentation shall be mailed or delivered to the address shown below:

__________________________________________
__________________________________________
__________________________________________
__________________________________________
Attention:________________________________
Telephone:________________________________
Fax:______________________________________
GC 34 - GENERAL

34.1 No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

34.2 No waiver of any right, power or privilege by a party shall limit or affect that party's rights with respect to any breach of this Contract by the other party.

34.3 Each of the parties hereto shall execute such further documents and give such further assurances as are required to give effect to this Contract.

34.4 If a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Contract.

34.5 Time is and shall continue to be of the essence of this Contract.

34.6 All of the covenants and agreements herein contained on the part of either party shall apply to, enure to the benefit of and be binding upon their respective legal representatives, successors and assigns.

34.7 Each of the parties hereby represents and warrants that it has the power and authority to carry on its business and to enter into this Contract and to perform all of its obligations hereunder.

34.8 This Contract constitutes the entire agreement between the parties with respect to the Work and supersedes all previous communications, representations, warranties and agreements, either written or verbal.

34.9 Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa and words importing gender shall include the masculine, feminine and neuter genders.

34.10 The terms "herein", "hereunder", "hereto" and similar expressions refer to this Contract, and not to any particular GC or paragraph of this Contract.

34.11 Where reference is made to a "schedule", the reference is to a schedule of this Contract and all schedules shall be deemed to be a part hereof.

34.12 Where reference is made to a "day", "week", "month" or "year", the reference is to a calendar day, week, month or year, unless the context indicates otherwise.

34.13 The headings and sub-headings of GC's contained herein are used for convenience and ease of reference only and in no way define, limit, describe or interpret the scope or intent of this Contract or any of its provisions.
34.14 Any terms, covenants, provisions or conditions of this Contract which expressly or by their nature survive the termination of this Contract shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged with the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire.

34.15 This Contract shall be governed by and construed in accordance with the laws of the Province of Alberta, and the parties attorn to the jurisdiction of the Courts of the Province of Alberta.

34.16 This Contract shall be executed by the parties, or their representatives, in person with original signatures. Subsequent Contract Documents may be executed by the parties, or their representatives, and such execution may be by way of facsimile or electronic transfer.

IN WITNESS WHEREOF the parties have duly executed this Contract as of the date on the first page of this Contract.

Per: _____________________________

Per: _____________________________

Contractor: ________________ c/s

Per: _____________________________

Per: _____________________________

Contractor: ________________ c/s