

CONTRACT DEFINITIONS

1.0 INTENT

- 1.1 The following definitions apply to all Contract Documents. Terms used in the Contract which are defined in this Section shall have the meanings designated in these definitions.

2.0 DEFINITIONS

- 2.1 "Applicable Laws" means all statutes, laws, bylaws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, relating to the Work or the performance of the Work.
- 2.2 "Bid" means the Contractor's complete response to the City's Invitation to Bid.
- 2.3 "Certificate of Substantial Performance" means a certificate issued by the Contractor pursuant to Section 00 72 00 - General Conditions, Article 5.6.
- 2.4 "Change Order" means an instruction in writing issued by the City to the Contractor to make changes to the Work in accordance with the Contract.
- 2.5 "City" means the corporation of the City of Edmonton as represented by the General Manager of the Department stipulated in the Supplementary General Conditions, or designate.
- 2.6 "Contamination" means the existence of any materials, substances or special (hazardous) wastes, the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release into the environment of which is now or hereafter prohibited, controlled, or regulated under the Applicable Laws and particularly the Environmental Protection and Enhancement Act, R.S.A. 2000, c. E-12.
- 2.7 "Contract" means this agreement entered into between the City and the Contractor and includes all of the documents listed in the Contract Form.
- 2.8 "Contract Deficiency" means a deficiency in the Work, or part thereof, for which the Contractor is responsible under the Contract Documents and included a deficiency in any design for which the Contractor is responsible.
- 2.9 "Contract Documents" means the documents that are a part of the Contract.
- 2.10 "Contractor" means the Contractor named in the Contract.
- 2.11 "Contractor Start-Up" means the sub-phase of Facility Start-up ending with Interim Acceptance of the Work, during which the Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting, balancing, correcting Contract Deficiencies, and other similar activities.

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- 2.12 "Contract Sum" means the total amount indicated in the Contract Form, including authorized adjustments thereto, representing the amount payable by the City to the Contractor for the performance of the Work in accordance with the Contract. The Contract Sum includes applicable federal Goods and Services Tax.
- 2.13 "Contract Time" means the period of time specified in the Contract Documents for attainment of Interim Acceptance of the Work, including authorized adjustments thereto.
- 2.14 "Contract Unit Price" means the amount payable by the City to the Contractor under the Contract Documents for a single unit of each separately identified items of work for which a unit price arrangement is prescribed as the basis of payment, as stated in the Unit Price Schedule, including authorized adjustments thereto.
- 2.15 "Drawings" means all layout and construction drawings provided by the City to the Contractor that illustrate the Work in detail.
- 2.16 "Facility Start-Up" means the phase of Work which includes the sub-phases of Contractor Start-Up, Performance Testing, and Fine Tuning and ends with Final Acceptance of the Work.
- 2.17 "Final Acceptance of the Work" means when the entire Work, except those items arising from the warranty provisions of the Contract Documents, has been performed to the requirements of the Contract Documents and is so declared, in writing, by the City.
- 2.18 "Fine Tuning" means the sub-phase of Facility Start-Up, commencing upon Practical Completion of the Work and ending with Final Acceptance of the Work, during which the City identifies Contract Deficiencies arising under normal operating conditions, after user occupancy, and Contractor corrects such Contract Deficiencies.
- 2.19 "Hazardous Substance" means a substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity, as provided in the Environmental Protection and Enhancement Act, R.S.A. 2000, c. E-12.
- 2.20 "Historic Resource" means any work of nature or of humans that is primarily of value for its palaeontological, archaeological, prehistoric, historic, cultural, natural, scientific or aesthetic interest including, but not limited to, a palaeontological, archaeological, prehistoric, historic or natural site, structure or object as provided in the Historical Resources Act, R.S.A, 2000, c. H-9.
- 2.21 "Interim Acceptance of the Work" means when the prerequisites to Interim Acceptance of the Work required by the Contract are fulfilled and the Work is ready for use or is being used for the purpose intended and the state of the work is so declared, in writing, by the City.
- 2.22 "Materials" is synonymous with Products.
- 2.23 "Other Contractor" means a person, firm or corporation employed by or having a separate contract with the City for work other than that required by the Contract.

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- 2.24 "Performance Testing" means the sub-phase of Facility Start-Up commencing upon Interim Acceptance of the Work and ending with Practical Completion of the Work, during which the City performs a pre-planned program of testing and inspecting and the Contractor corrects Contract Deficiencies.
- 2.25 "Place of Work" is synonymous with Work Site.
- 2.26 "Practical Completion of the Work" means the Contract Deficiencies identified during Performance Testing and previously identified but outstanding Contract Deficiencies have been corrected by the Contractor, or addressed and a course of action established by the City, and the state of the Work is so declared, in writing, by the City.
- 2.27 "Prime Cost Sum" means the amount specified by the City in the Bid Form representing an estimate for the cost of performance of a portion of the Work.
- 2.28 "Products" means material, machinery, equipment and fixtures and other items forming the Work or part thereof but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
- 2.29 "Project" means the total construction of which the Work to be provided under the Contract Documents may be the whole or a part.
- 2.30 "Regulatory Requirements" is synonymous with Applicable Laws.
- 2.31 "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and data that are to be provided by the Contractor to illustrate details of a portion of the Work.
- 2.32 "Site Instruction" means an instruction in writing issued by the City to the Contractor regarding the Work or performance of the Work. A Site Instruction may or may not be followed by a Change Order.
- 2.33 "Special Provisions" means the document that forms a part of the Contract which provides for special requirements in addition to the City's Design and Construction Standards which form a part of the Work.
- 2.34 "Specifications" are the written requirements provided by the City that outline and expand the scope of the Work in detail.
- 2.35 "Stipulated Price Arrangement" means a contractual arrangement that prescribes a lump sum as payment for performance of the work to which it relates.
- 2.36 "Subcontractor" means a person, firm or corporation not contracting with or employed directly by the City for the doing of any work but contracting with or employed by the Contractor or by another subcontractor of the Contractor to perform the Work or a portion thereof.

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- 2.37 "Total Completion of the Work" means when all items arising from the Warranty Period have been corrected by the Contractor and the state of the Work is so declared in writing by the City.
- 2.38 "Unit Price Arrangement" means a contractual arrangement that prescribes the product of a Contract Unit Price multiplied by a number of units of measurement of a class as payment for performance of the work to which it relates.
- 2.39 "Utility" or "Utilities" has the same meaning as the words "public utility" in the Municipal Government Act, R.S.A. 2000, c. M-26 and shall in addition include gas and oil pipelines and telecommunication lines and any other privately owned utilities.
- 2.40 "Warranty Period" means that period of time as described in Section 00 72 00 - General Conditions, Article 5.9.
- 2.41 "Work" means the doing of all things, whether temporary or permanent, that are to be done by the Contractor pursuant to the terms and provisions of the Contract and in particular, but without limiting the generality of the foregoing, includes the furnishing of labour, Products and equipment necessary or incidental to the performance of the Contract, including all extra or additional work or Products, matters or things which may be ordered by the City as herein provided.
- 2.42 "Working Day" means days other than Saturdays, Sundays and statutory holidays.
- 2.43 "Work Site" means the areas outlined in the Contract, or otherwise designated by the City, in which the Work takes place.