

1. DEFINITIONS

In the Contract the following terms shall have the meanings assigned to them:

- 1.1 "Additional Instruction" means a written instruction, issued by the Minister to the Contractor, clarifying or finalizing requirements of the Contract Documents and not involving a change in the Contract Price or the Contract Time.
- 1.2 "Agreement Form" means the document which, when executed by the Minister and the Contractor, formalizes the Contract.
- 1.3 "Alberta Transportation" means the Department.
- 1.4 "Bid" means the Contractor's priced offer to the Minister for the performance of the Work in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
- 1.5 "Change Order" means a written instruction, issued by the Minister to the Contractor on or after the date of execution of the Agreement Form, authorizing or ordering a Change in the Work or a change in the Contract Price or the Contract Time or any combination thereof.
- 1.6 "Change Proposal" means a written communication, issued by the Minister to the Contractor on or after the date of execution of the Agreement Form, containing a proposed Change in the Work and requiring the Contractor to submit a quotation for executing such proposed change, including the Contractor's proposed changes to either or both the Contract Price or the Contract Time.
- 1.7 "Change in the Work" means an addition to, deletion from or other modification of the Work consistent with the scope and intent of the Contract.
- 1.8 "Construction Equipment" means equipment, appliances and things required for the performance of the Work, but does not include Permanent Work or Temporary Work.
- 1.9 "Contract" means the undertaking by the Minister and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the Minister and the Contractor. The Contract Documents form the Contract.
- 1.10 "Contract Deficiency" means a deficiency in the Work, or part thereof, for which the Contractor is responsible under the Contract and includes a deficiency in any design for which the Contractor is responsible.
- 1.11 "Contract Documents" means:
- the Letter of Acceptance;
 - the executed Agreement Form;
 - Instructions to Bidders, completed Bid Form, Schedule of Prices, and Supplements to Bid Form;
 - Information Documents specifically incorporated into the Contract Documents;
- Definitions and Interpretation, Payment Conditions, Security Conditions, Insurance Conditions, General Conditions, Supplementary Conditions, conditions related to Public Works Act claims;
- the Specifications;
- the Drawings;
- Addenda;
- and such other documents as may be identified as Contract Documents, and shall include amendments thereto made pursuant to the provisions of the Contract.
- 1.12 "Contract Price" means the total amount payable by the Minister to the Contractor under the Contract as stated in the Agreement Form, including authorized adjustments thereto.
- 1.13 "Contract Time" means the period of time specified in the Contract for attainment of Substantial Performance of the Work, including authorized adjustments thereto.
- 1.14 "Contractor" means the person, firm or corporation contracting directly with the Minister to perform the Work.
- 1.15 "Cost Plus Work" means a contractual arrangement that prescribes the cost of the work plus an allowance for overhead and profit, as expressly defined in the Contract, as payment for performance of the item of work to which it relates.
- 1.16 The "Crown" means Her Majesty the Queen in Right of Alberta.
- 1.17 "Day" means a calendar day.
- 1.18 "Department" means the Department of Alberta Transportation or such successor department.
- 1.19 "Deputy Minister" means the lawful deputy of the Minister or any person authorized to act on behalf of the lawful deputy.
- 1.20 "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location or dimensions of the Work, generally including plans, elevations, sections, details and diagrams.
- 1.21 "Force Majeure Event" means any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, pandemic including Covid-19, or quarantine restriction that prevents, delays or interrupts the performance of any obligation under this Contract, other than any obligation to pay any money, and provided such event does not occur by reason of:
- .1 The negligence of the Party relying on the Force Majeure Event (or those for whom it is in law responsible); or
 - .2 Any act or omission of the Party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of this Contract.
- 1.22 "Information Documents" means information of any type and in any form related to the Project and identified in the Contract Documents as such, but which does not form

- part of the Contract unless specifically incorporated therein.
- 1.23 "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof.
- 1.24 "Letter of Acceptance" means the formal acceptance by the Minister of the Contractor's Bid, including any modifications to the Bid agreed to by the Minister and the Contractor and incorporated therein.
- 1.25 "Lump Sum Work" means a contractual arrangement that prescribes a lump sum as payment for performance of the item of work to which it relates.
- 1.26 "Milestone Date" means a time period or date specified in the Contract for completion or attainment of specified portions of the Work.
- 1.27 "Minister" means the Minister of Alberta Transportation and includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors in the office.
- 1.28 "Minister's Representative" means the officer or employee of the Department identified in writing by a duly authorized departmental officer to represent the Minister under the Contract.
- 1.29 "Other Contractor" means any person, firm or corporation employed by or having a separate contract with the Minister for work related to the project other than that required by the Contract Documents.
- 1.30 "Permanent Work" means any structure, Product or thing constructed, manufactured or installed in the performance of the Work, but does not include Temporary Work.
- 1.31 "Products" means material, components, elements, machinery, equipment, fixtures, systems and other items forming the Work or part thereof but does not include Construction Equipment. "Products" is synonymous with "Materials".
- 1.32 "Project" means the total construction of which the Work to be provided under the Contract may be the whole or a part.
- 1.33 "Regulatory Requirements" means laws, ordinances, rules, regulations, orders, codes, and other legally enforceable requirements in effect and applicable to the performance of the Work.
- 1.34 "Schedule of Prices" means the completed Schedule of Prices submitted by the Contractor with his Bid, as accepted by the Letter of Acceptance.
- 1.35 "Site" means the designated Site or location of the Work and any other places as may be specifically designated in the Contract as forming part of the Site.
- 1.36 "Specifications" means that portion of the Contract Documents comprising Divisions 1 to 16 of the specification format including the General Requirements and technical specifications.
- 1.37 "Subcontractor" means a person, firm or corporation having a contract with the Contractor for the performance of a part of the Work at the Site.
- 1.38 "Sub-subcontractor" means a person, firm or corporation having a contract with a Subcontractor for the performance of a part of the Work at the Site.
- 1.39 "Substantial Performance of the Work" means the time when the prerequisites to Substantial Performance 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 Minister.
- 1.40 "Supplier" means a person, firm or corporation having a contract with the Contractor, a Subcontractor or a Sub-subcontractor for the supply of goods or services to be incorporated into or utilized in the performance of the Work.
- 1.41 "Temporary Work" means site offices, temporary structures, facilities and controls and other temporary things required for the performance of the Work, but does not include Construction Equipment.
- 1.42 "Total Performance of the Work" means the time when the prerequisites to Total Performance of the Work required by the Contract are fulfilled and the entire Work, except those items arising from the warranty provisions of the Contract Documents and is so declared, in writing, by the Minister.
- 1.43 "Unit Price" means the amount payable by the Minister to the Contractor under the Contract for a single unit of each separately identified item of work for which a unit price is prescribed as the basis of payment, as stated in the Schedule of Prices.
- 1.44 "Unit Price Work" means a contractual arrangement that prescribes the product of a Unit Price multiplied by a number of units of measurement of a class as payment for performance of the item of work to which it relates.
- 1.45 "Warranty Performance of the Work" means the time when the prerequisites to Warranty Performance of the Work required by the Contract are fulfilled and all items arising from the warranty period or periods required by the Contract have been corrected by the Contractor and the state of the Work is so declared, in writing, by the Minister.
- 1.46 "Work" means the total construction and related services required by the Contract Documents.
- 2. INTERPRETATION**
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- The Contract shall be interpreted as follows:
- 2.1 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2.2 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

Alberta Transportation

- 2.3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to a particular part thereof, unless the context indicates otherwise.
- 2.4 Words and abbreviations which have well known technical meanings are used in the Contract in accordance with such recognized meanings.
- 2.5 Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- 2.6 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- 2.7 The imperative mood is used extensively in the Contract Documents, particularly the Specifications. Such language is always directed to the Contractor, and it is the Contractor's responsibility to perform the Work specified in the imperative mood, unless specifically stated otherwise.
- 2.8 Unless the context indicates otherwise, where a term is defined in the Contract Documents, other parts of speech or grammatical forms of the same word or expression have corresponding meanings.
- 2.9 Unless the context indicates otherwise, all monetary amounts shall be interpreted as amounts in the lawful currency of Canada.
- 2.10 When provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.
- 2.11 When provision is made for a communication to be "written" or "in writing" this means any hand-written, type-written or printed communication, including facsimile transmissions.
- 2.12 Except in relation to a change in the Contract Time, any period of time in the Contract within which the Minister or the Contractor is to take action or decide anything may be extended by agreement, notwithstanding that the period of time has expired.
- 2.13 The term "including" or "includes" shall be construed as inclusive and not exclusive, and shall be interpreted to mean including but not necessarily limited to the items referred to.
- 2.14 This Contract may be executed by the parties in counterparts, and may be delivered by email in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed an original and all which taken together shall constitute one and the same agreement.
- 2.15 In the event of ambiguities, discrepancies and conflicts between the several documents forming the Contract Documents the following order of precedence shall apply:
- .1 .Executed Agreement Form
 - .2 .Letter of Acceptance.
 - .3 .Supplementary Conditions.
 - .4 .Conditions of Contract, including General, Payment, Security and Insurance Conditions.
 - .5 .Specifications.
 - .6 .Drawings.
 - .7 .Drawings of larger scale shall govern over those of smaller scale of the same date.
 - .8 .Figured dimensions shown on a Drawing shall govern even though they may differ from dimensions scaled on the same Drawing.
- Notwithstanding the foregoing, documents of later date shall always govern over the documents amended.
- END OF SECTION**