

THE CITY OF EDMONTON
DESIGN – BUILD AGREEMENT
CAPITAL LINE SOUTH LRT EXTENSION

Schedule 25
Completion Documents

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SCHEDULE 25

COMPLETION DOCUMENTS

1. GENERAL

In this Schedule “certified” will mean that the relevant document is certified (for and on behalf of the relevant corporation or other entity and without personal liability) by an officer, director or authorized signatory of the relevant corporation or other entity as a true and complete copy in full force and effect and unamended as of the date of the relevant certificate.

2. DOCUMENTS TO BE DELIVERED BY DESIGN-BUILDER

Unless an original document is specifically referred to below, Design-Builder will deliver to the City a certified copy of the original of each of the following documents in accordance with Section 1.1(a) *[Document Deliveries]* of the Agreement:

- (a) an original of this Agreement executed by Design-Builder, including for greater certainty the Bid Extracts;
- (b) the Subcontract for the Designer, executed by the parties to such agreement;
- (c) a certificate from Design-Builder certifying, as at the Effective Date:
 - (i) that the delivered copy of the Subcontract for the Designer has not been assigned or transferred and there are no agreements or undertakings in place to proceed with any such assignment or transfer;
 - (ii) no Change in Control event or transaction has occurred, and there are no binding agreements in effect that will effect such a Change in Control, since the Financial Bid Response Deadline and no material adverse development, in respect of any of the foregoing Subcontractors has occurred that might reasonably affect Design-Builder’s ability to perform all Project Work in accordance with the Project Requirements.
- (d) an original of the Performance Guarantee of DB Guarantor executed by the parties thereto;
- (e) the Bonds executed by the parties thereto;
- (f) an original of the opinion of counsel to the DB Guarantor in respect of the guarantee given by the DB Guarantor in support this Agreement, such opinion to be in a form acceptable to the City and its counsel, acting reasonably;
- (g) certificates of an officer of each of Design-Builder and the DB Guarantor certifying true copies of the following:
 - (i) an authorizing resolution of the board of directors of Design-Builder and the DB Guarantor;
 - (ii) incumbency of the officers of Design-Builder and the DB Guarantor;
 - (iii) the constating documents of Design-Builder and the DB Guarantor;

- (h) certificate of good standing of Design-Builder and the DB Guarantor;
- (i) copies of certificates of insurance for all policies required to be taken out by Design-Builder in accordance with this Agreement, with copies of all such policies to follow delivery of the copies of certificates of insurance as soon as reasonably practicable and in any event within 30 days of Commercial Close;
- (j) an original notice of appointment of Design-Builder Project Director to be appointed by Design-Builder under this Agreement;
- (k) an original of the Acknowledgement and Acceptance of Early Works, executed by the parties to such agreement (other than the City);
- (l) an original of the opinion from counsel to Design-Builder that Design-Builder exists, has the power and capacity to enter into this Agreement, and that this Agreement has been duly authorized, executed and delivered by Design-Builder, creates valid and binding obligations, and is enforceable against Design-Builder in accordance with their terms, in a form acceptable to the City and its counsel, acting reasonably, and including originals of relevant certificates and other documents relied upon by Design-Builder's counsel; and
- (m) such other documents as the Parties may agree, each acting reasonably.

It is acknowledged and agreed that each of the above documents will be delivered by Design-Builder into escrow pursuant to the terms of the Closing Procedures Agreement made between, among others, the City and Design-Builder (or each of their respective counsel) and shall be subject to and released in accordance with the terms of such Closing Procedures Agreement.

3. DOCUMENTS TO BE DELIVERED BY THE CITY

Unless an original document is specifically referred to below, the City will deliver to Design-Builder a certified copy of each of the following documents in accordance with Section 1.1(b) [*Document Deliveries*] of the Agreement:

- (a) an original of this Agreement executed by the City, including for greater certainty the Bid Extracts;
- (b) a certificate of the City certifying:
 - (i) that the necessary approval or authorizations of the City have been passed and are in effect;
 - (ii) incumbency of the signing authorities of the City;
 - (iii) that the City and its advisors, did receive from Design-Builder more than five Business Days prior to Commercial Close unsigned close to final drafts of the Subcontract for the Designer, the Bonds and Insurance Policies, that enabled the City to satisfy itself that the terms of these agreements are substantially consistent with the terms and requirements of the Design-Build Agreement and the Design-Builder's Bid; and
 - (iv) the Bid Extracts the City has determined are being incorporated into the Design-Build Agreement in accordance with Schedule 23 [*Extracts from Bid*];
- (c) an original notice of appointment of the Representatives to be appointed by the City under this Agreement;

- (d) an original of the Acknowledgement and Acceptance of Early Works, executed by the City.
- (e) copies of certificates of insurance for all policies required to be taken out by the City in accordance with this Agreement, with copies of all such policies to follow delivery of the copies of certificates of insurance as soon as reasonably practicable and in any event within 30 days of Commercial Close; and
- (f) such other documents as the Parties may agree, each acting reasonably.

It is acknowledged and agreed that each of the above documents will be delivered by the City into escrow pursuant to the terms of the Closing Procedures Agreement made between, among others, the City and Design-Builder (or each of their respective counsel) and shall be subject to and released in accordance with the terms of such Closing Procedures Agreement.