

Section Cover Page

2014-10-01

Section 00 52 13
Agreement Form

Include this Agreement Form in the bid documents for all building construction and renovation projects, except where a combined Bid and Contract Form is used (e.g. use of SPMS Section 00 41 14 or 00 41 49 eliminates the need for a separate Agreement Form on small projects).

The Agreement Form is the legal instrument which is typically signed by an owner and a contractor subsequent to contract award. A legally binding contract is actually created when the Province accepts, without qualification, the Contractor's bid. However it is this Agreement Form, which when subsequently signed by the parties, formalizes the Contract and confirms the Contractor's intention to be bound by its provisions.

Editing: This Section is not intended to be edited. Include in the Bid Documents as is. Blank spaces are intended to be filled in after contract award.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Agreement Form Text

AGREEMENT BETWEEN HER MAJESTY THE QUEEN AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year _____

by and between

Her Majesty the Queen in the right of Alberta, as represented by the Minister of Infrastructure,
hereinafter called the "Province"

and

Name of Contractor

Address

hereinafter called the "Contractor".

The Province and the Contractor agree as follows:

ARTICLE 1 THE WORK

The Contractor shall perform the Work required by the Contract Documents for:

Title of the Work and the Project

and for which _____

Name of Consultant

is acting as the Consultant, and is hereinafter called the "Consultant", and do and fulfill everything indicated by this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

The Contract Documents referred to in Article 1 of this Agreement are further defined in the Definitions portion of the Conditions of Contract but are generally comprised of the following:

- The Letter of Contract Award
- This Agreement Form, once executed by both parties
- Amendments, if any, made prior to execution of the Agreement Form
- Conditions of Contract
- Issued Specifications
 - Portions of Division 0 that have application during the performance of the Contract
 - Divisions 1 to 50
- Issued Drawings
- Schedules
- Subsequent amendments made in accordance with the provisions of the Contract.

ARTICLE 3 - CONTRACT TIME

Subject to adjustment of the Time as provided for in the Contract Documents, the Contractor shall:

1. Mobilize by the ___ day of ___, in the year ___;
2. Attain Interim Acceptance of the Work by ___ day of ___, in the year ___;
3. Attain Practical Completion of the Work within **forty-five days** after the date of Interim Acceptance of the Work.

Time shall be of the essence in regard to the performance of the Work. Failure to attain Interim Acceptance of the Work on the specified date shall result in liquidated damages of \$_____ per day or part of day assessed against the Contractor until Interim Acceptance of the Work is achieved.

ARTICLE 4 - CONTRACT PRICE

The Contract Price is _____ dollars

and _____ cents (_____) in Canadian funds.

Contract Price includes all measures necessary to ensure completion of each stage or milestone of the Work, attaining Interim Acceptance of the Work, and attaining Practical Completion of the Work by the dates or times established therefore. Such measures include, but are not limited to:

- .1 Special measures to arrange for and ensure the availability of labour, products, and construction machinery and equipment when and as required;
- .2 Premium time, including overtime and double shifting;
- .3 Progress acceleration; and
- .4 Additional steps necessary to ensure completion of each stage or milestone, Interim Acceptance of the Work, or Practical Completion of the Work by the dates established therefore.

ARTICLE 5 - GOODS AND SERVICES TAX

The Province represents and warrants that, as the purchaser of the goods and services provided under this Contract, no amount payable under this Contract is subject to Goods and Services Tax (GST) or harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

ARTICLE 6 - PAYMENT

The Province shall make payments in Canadian funds to the Contractor on account of the Contract Price in accordance with the Payment Conditions and other applicable provisions of the Contract Documents.

ARTICLE 7 - SUCCESSION

The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties, and subject to the law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Parties have made this Contract

HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA, as represented by the Minister of
Infrastructure

(Name of Contractor)

Per:

Per:

Signature

Signature

SIGNED by the Minister of Infrastructure of the
Province of Alberta, or **the** duly authorized
representative.

SIGNED by the duly authorized representative of
the Contractor who has authority to bind the
Contractor.

Print Name

Print Name

Title

Title

Date

Date

The department's Master Specification System contains two forms of General Conditions suitable for building construction and renovation contracts:

- .1 Basic Master Specification (BMS) Section 00 72 00 - General Conditions of Contract (long form).
- .2 Small Projects Master Specification (SPMS) Section 00 72 14 - General Conditions (short form).

Refer to Data Sheet - General for guidelines on selecting appropriate form.

This Master Specification Section contains:

- .1 This Cover Page
- .2 Data Sheet - General
- .3 Specification Section Text:
 - .1 See page 1 for list of contents.

Change Log

Section 00 72 00

2017-02-22

General Conditions of Contract

Changes made in this Section Update (2017-02-22):

1. Resolved duplicate paragraph numbering in document.
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Changes made in this Section Update (2015-08-20):

1. 1.1.5 - Contract Documents – order of precedence list was revised.
2. 1.1.8 - Responsibility for printing and providing Contract Documents was revised.

The type of General Conditions to be used on a given contract will depend on the following:

1. Nature of the Work (complexity, potential for disputes etc.)
2. Contract Price (estimated cost).
3. Contract Time (duration).
4. Whether or not security is being specified.
5. Project location (region, site and adjacent property).
6. Likely type of Contractor and types of major Subcontractors.
7. Special contractual conditions and arrangements (eg. multiple prime contracts, etc.).
8. Special staging and scheduling requirements.
9. Other special contractual and administrative requirements.
10. Other risk factors.

Normally use this BMS Section 00 72 00 for building construction and renovation contracts whose estimated cost is \$100,000 or greater. For contracts under \$100,000, use of SPMS Section 00 72 14 - General Conditions should be considered and, if determined to be appropriate, used.

This Section is not intended to be edited. It should be used as is, in its entirety. Any required modifications must be made by means of Supplementary Conditions. If Supplementary Conditions are deemed necessary, discuss with Infrastructure, Procurement Branch.

This BMS Section 00 72 00 - General Conditions of Contract does not include definitions, payment conditions or insurance conditions. Always use BMS Section 00 71 00 - Definitions, Section 00 73 80 - Payment Conditions and Section 00 73 16 - Insurance Conditions in conjunction with this Section.

Ensure that Division 01 - General Requirements is coordinated with the General Conditions of Contract to avoid duplication and conflict.

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1. GENERAL

1.1 CONTRACT DOCUMENTS

.1 The Contract Documents shall be signed by the Province and the Contractor.

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

.3 The intent of the Contract Documents is to include the labour, Products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply Products or perform work not consistent with, covered by or properly inferable from the Contract Documents.

.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Consultant and the Contractor, a Subcontractor, a Sub-subcontractor, a supplier, or their agent, employee, or other person performing any of the Work.

.5 In the event of conflicts between Contract Documents the following shall apply:

- .1 figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing,
- .2 drawings of larger scale shall govern over those of smaller scale of the same date,
- .3 schedules shall govern over drawings,
- .4 specifications shall govern over schedules and drawings,
- .5 addenda shall govern over applicable portions of documents published during the tendering process,
- .6 change orders shall govern over applicable portions of documents identified in 5.1 to 5.5 inclusive,
- .7 the General Conditions of Contract shall govern over specifications, schedules and drawings,
- .8 Supplementary Conditions shall govern over the General Conditions of Contract, specifications, schedules and drawings,
- .9 the executed Agreement between the Province and the Contractor shall govern over all documents, and
- .10 Amendments made after the execution of the Agreement Form shall govern over the executed Agreement between the Province and Contractor.

Notwithstanding the foregoing, documents of later date shall always govern.

.6 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

.7 References to the masculine or the singular shall be considered to include the feminine and the plural as the context requires.

.8 The Contractor shall be responsible for printing, at its expense, as many copies of the Contract Documents or parts thereof as are reasonably necessary for the performance of the Work. The Province will make available appropriate source documents from which the Contract Documents may be printed.

.9 The Contractor shall keep one copy of current Contract Documents and shop drawings at the Place of the Work, in good order and available to the Province. This requirement shall not be considered to include the executed set of Contract Documents.

.10 The Contract Documents, models and copies thereof furnished by the Province are and shall remain the Province's property with the exception of the signed contract set belonging to the Contractor. Such documents and models shall be used only with respect to the Work and shall not be used on other work. Such documents and models shall not be copied or revised in any manner without the written authorization of the Province.

.11 Models furnished by the Contractor at the Province's expense are the property of the Province.

1.2 LAW OF THE CONTRACT

.1 **Subject to article 4.3**, this Contract shall be governed by an interpreted in accordance with the laws in force in Alberta and the parties irrevocably attorn to the exclusive jurisdiction of the courts of Alberta.

.2 The Contractor shall comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the work of this Contract.

.3 Article 1.2 shall survive the Contract.

1.3 RIGHTS AND REMEDIES

.1 Except as expressly provided in the Contract Documents, the duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

.2 No action or failure to act by the Province or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.4 REPORTING OF CONFLICTS, ERRORS AND DISCREPANCIES

.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant and the Owner any error, inconsistency, or omission the Contractor may discover. Such review by the Contractor shall be undertaken with the standard of care described in Article 1.5 below. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered through the exercise of the required standard of care. If the Contractor does discover any error, inconsistency, or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.

.2 If, at any time, the Contractor finds errors, inconsistencies, or omissions in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor shall immediately notify the Consultant, and request clarification. Neither the Owner nor the Consultant will be responsible for the consequences of any action of the Contractor based on oral instructions.

.3 The Contractor shall obtain from the Province any dimensions required, but not indicated in figures in the Contract Documents nor calculable from figures in the Contract Documents. Scaling of drawings, for any purpose, shall be at the Contractor's risk.

1.5 RELATIONSHIP and COVENANT

.1 The relationship of the Contractor to the Province in performing the services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

.2 The Contractor covenants with the Province to cooperate with the Consultant and to provide its skill and judgment in furthering and protecting the interests of the Province during execution of the Work. The Contractor shall provide the Work in accordance with the Contract Documents and accepted construction practices. The Contractor shall employ its best efforts to perform the Work diligently and in an expeditious, economical, and financially prudent manner, consistent with the best interests of the Province.

1.6

CONFLICT OF INTEREST AND ETHICAL CONDUCT

.1 The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Work, and all Work shall be performed in accordance with high ethical standards, including without limitation the following:

- .1 the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
- .2 where the Work involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
- .3 except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
- .4 the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Work;
- .5 the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
- .6 the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.

.2 In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Work, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Work without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract in accordance with Article 2.3.1.2.

2. PROVINCE

2.1 **PROVINCE'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- .1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency or if a receiver is appointed because of the Contractor's insolvency, the Province, without prejudice to any other right or remedy the Province may have, by giving the Contractor or receiver or trustee in bankruptcy written notice, may:
 - .1 take the Work out of the Contractor's hands, or

- .2 terminate the Contract, in accordance with Article 2.3.
- .2 If the Contractor should: neglect to prosecute the Work, or fails or neglects to maintain the approved construction schedule provided pursuant to CONSTRUCTION SCHEDULE, or otherwise fails to comply with the requirements of the Contract Documents, and if the Province has given a written statement to the Contractor that sufficient cause exists to justify such action, the Province may notify the Contractor, in writing, that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the five (5) Working Days immediately following the receipt of such notice.
- .3 If the correction of the default referred to in Article 2.1.2 cannot be completed in the 5 Working Days specified or in such other time periods as may be subsequently stated in writing by the Owner, the Contractor shall be in compliance with the Province's instructions if the Contractor:
 - .1 commences the correction of the default within the specified time, and
 - .2 provides the Province, within the specified time, with an approved construction schedule for such correction, and
 - .3 corrects the default in accordance with the Contract terms and with such schedule.
 - .4 An "approved construction schedule" as referred to in Article 2.1.3.2. means a schedule approved by the Consultant and the Owner wherein the default can be corrected within the balance of the Contract Time and shall not cause delay to any other aspect of the Work or the work of other contractors, and in no event shall it be deemed to give a right to extend the Contract Time.
- .4 If the Contractor fails to correct the default referred to in Article 2.1.2 in the time specified or subsequently stated in writing by the Owner, the Province without prejudice to any other right or remedy the Owner may have, may:
 - .1 correct such default and deduct the cost, including Owner's expenses, thereof from any payment then or thereafter due the Contractor, or
 - .2 if the Contractor has provided a performance bond, require the surety company to correct such default in accordance with the conditions of the performance bond, or
 - .3 take all or any part of the Work out of the Contractor's hands, or
 - .4 terminate the Contract, in accordance with Article 2.3.
- .5 If the Owner terminates the Contractor's right to continue with the Work as provided in Articles 2.1.1 through 2.1.4, the Owner shall be entitled to:
 - .1 take possession of the Work and products at the premises, subject to the rights of third parties, utilize the construction equipment at the premises; finish the Work by whatever method the Owner may consider expedient, and

- .2 withhold further payment to the Contractor until the Work is complete, and
 - .3 charge the Contractor the amount by which the full cost of finishing the Work as certified by the Consultant, including compensation to the Consultant for the Consultant's additional services and a reasonable allowance as determined by the Consultant to cover the cost of corrections to Work performed by the Contractor that may be required under WARRANTY, exceeds the unpaid balance of the Contract Price; and
 - .4 on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to the Contractor's work under WARRANTY exceeds the allowance provided for such corrections; and
 - .5 if the Contractor has provided contract performance security in the form of a performance bond, exercise the provisions of the performance bond in accordance with the conditions of such bond and the Contract Documents, or
 - .6 if the Contractor has provided contract performance security in the form of a security deposit, convert the security deposit to his own use; the amount realized shall be deemed to be an amount due from the Province to the Contractor under the Contract and any balance of such amount that remains after payment of all losses, damage, and claims of the Province and others shall be paid by the Province to the Contractor if in the Province's opinion, it is not required for the purposes of the Contract.
- .6 The Contractor's obligations under the Contract as to quality, correction and warranty of the work performed by him up to the time of the Work being taken out of the Contractor's hands, shall continue after the Work is taken out of the Contractor's hands.

2.2 PROVINCE'S RIGHT TO SUSPEND WORK

- .1 The Owner may suspend Work under this Contract at any time for any reason and without cause or liability upon giving the Contractor notice in writing to that effect.
- .2 When a notice referred to in Article 2.2.1 is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that, in the opinion of the Province, are necessary for the care and preservation of the Work.
- .3 The Contractor shall not, during a period of suspension, renew nor enter into any contracts that are related to the Work without the prior written approval of the Province that is obtained within the suspension period, remove any part of the Work, Products or construction machinery and equipment from the Place of the Work without the prior written consent of the Province.
4. In such event, the Contractor shall be entitled to be paid for all Work performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon Products and Construction Equipment, but in no event shall the Contractor be entitled to be compensated for any indirect, special, or consequential damages incurred.

5. In the event that the suspension continues for more than thirty (30) calendar days, the Contract shall be deemed to be terminated and the provisions of Article 2.3.2 shall apply.

2.3 PROVINCE'S RIGHT TO TERMINATE CONTRACT

- .1 In addition to the Owner terminating the Contractor's right to continue with the Work as provided in Articles 2.1.1 through 2.1.4, the Owner may terminate this Contract at any time for any reason without cause and without liability upon giving the Contractor fifteen (15) Working Days' notice in writing to that effect.
- .2 In such event, the Contractor shall be entitled to be paid for all Work performed including reasonable profit, for loss sustained upon Products and Construction Equipment, but in no event shall the Contractor be entitled to be compensated for any loss of profit on unperformed portions of the Work, or indirect, special, or consequential damages incurred.
- .3 When a notice referred to in Article 2.3.1 is received by the Contractor, the Contractor shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the Contract.

2.4 CHANGES IN THE WORK

- .1 The Province, without invalidating the Contract, may make changes in the Work consisting of additions, deletions or other modifications, the Contract Price and Contract Time being adjusted if required.
- .2 Changes in the Work shall be authorized by written order from the Province.

2.5 VALUATION OF CHANGES

- .1 The value of any change shall be determined by one or more of the following methods, as selected by the Province:
 - .1 By acceptance of a lump sum, properly itemized and supported by Subcontractors', Sub-subcontractors' and Suppliers' signed quotations and other substantiating data as may be required by the Province to permit evaluation.
 - .2 By unit prices agreed upon.
 - .3 By cost plus percentage or fixed fee.

- .2 In cases of extra work to be paid for under method 2.5.1.3, the Contractor shall keep and present in such form as the Province may direct, a correct account of the actual cost of labour, materials, and equipment, together with vouchers. The Province shall certify as to the amount due the Contractor.
- .3 In cases of extra work to be paid for under method 2.5.1.2, the Contractor shall keep and present in such form as the Province may direct, a correct account of the actual quantities related to each of the agreed upon unit prices, together with vouchers. The Province shall certify as to the amount due the Contractor.
- .4 On extra work authorized by the Province, and to be paid for under method 2.5.1.1, the allowance for overhead and profit shall be based on the following schedule:
 - .1 For work performed by Contractor's own forces, including work performed to accommodate work performed by Subcontractors, the Contractor shall be entitled to a mark-up of 15% on its actual Direct Costs related to the change in the work for overhead costs and profit.
 - .2 For work performed by Subcontractors, including work performed to accommodate work performed by Sub-subcontractor:
 - .1 Each Subcontractor shall be entitled to a mark-up of 15% on actual Direct Costs related to the change in the work for overhead and profit.
 - .2 Contractor shall be entitled to 10% on the Subcontractors' total price to cover their Administrative Fee and profit.
 - .3 For work performed by Sub-subcontractors:
 - .1 Each Sub-subcontractor shall be entitled to a mark-up of 15% on actual Direct Costs related to the change in the work for overhead and profit.
 - .2 Subcontractor shall be entitled to 10 % on the Sub-subcontractors' total price to cover their Administrative Fee and profit.
 - .3 Contractor shall be entitled to 10 % on the Subcontractor's above total price to cover their Administrative Fee and profit.
- .5 If a change results in a decrease in cost, the amount of credit to be given to the Province by the Contractor shall be the amount of the actual decrease without overhead and profit.
- .6 If a change involves both extras and credits and results in an increase in cost, overhead and profit shall be allowed on the increase only.
- .7 The Contractor shall include in his proposal for change a statement as to the effect the proposed change will have on the Contract Time.

2.6 CHANGES IN SUB SURFACE CONDITIONS

.1 The Contractor shall promptly notify the Province in writing if the subsurface conditions at the Place of the Work differ substantially from those indicated in the Contract Documents or represented to the Contractor before submission of tender.

.2 After investigation should the Province agree that conditions do differ substantially, appropriate instructions for changes in the Work will be issued.

3. CONTRACTOR

3.1 CONTRACTOR'S RESPONSIBILITIES FOR AND CONTROL OF THE WORK

.1 The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for:

- .1 The means, methods, techniques, sequences and procedures of construction and for coordinating all parts of the Work under the Contract.
- .2 The design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use.
- .3 Construction safety at the Place of the Work and for compliance with the regulatory requirements required by the applicable legislation.

.2 Notwithstanding the provisions of 3.1.1.1 and 3.1.1.2, or provisions to the contrary elsewhere in the Contract Documents, the Contractor shall not be held responsible for:

- .1 the design or selection of a specific means, method, technique, sequence, or procedure of construction, nor
- .2 the design or selection of a temporary structural or other temporary facility.

.3 The Contractor shall be responsible for seeing that the finished Work complies accurately with the Contract Documents.

3.2 SUPERINTENDENCE

.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Place of the Work while the Work is being performed.

.3 The Contractor shall comply with all safety requirements as contained in the Regulations as issued under authority of the latest edition of the *Occupational Health and Safety Act* (Alberta).

3.7 LABOUR

.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide and pay for all labour necessary for the performance of the Work.

.2 Persons employed in performing the Work shall be skilled in and competent to properly perform the tasks assigned to them and, when required by laws, rules, regulations or the Contract Documents, qualified to do so.

.3 The Contractor shall maintain good order and discipline among persons employed at the Work site.

3.8 EMPLOYMENT CONDITIONS

.1 The Contractor agrees and shall ensure that wages, hours of work and other conditions of employment of all persons employed by the Contractor, any Subcontractor and any Sub-subcontractor in the performance of any Work required by this Contract shall be in compliance with the requirements of the applicable law.

3.9 PATENT FEES

.1 The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract.

3.10 PRODUCTS

.1 Unless otherwise indicated in the Contract Documents, the Contractor shall provide and pay for all products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work.

.2 Products provided shall be new unless otherwise indicated in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use subject to the Province's approval.

3.11 USE OF PREMISES

.1 The Contractor shall confine construction machinery and equipment, the storage of products, and the operations of workers to the Place of the Work and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by regulatory requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with products or construction machinery and equipment.

3.12 PROTECTION OF WORK AND PROPERTY

.1 The Contractor shall protect the Work and the Province's property and property adjacent to the Place of the Work from damage and shall be responsible for damage which may arise as a result of his operations under the Contract except damage which occurs as the result of:

- .1 errors in the Contract Documents,
- .2 acts or omissions by the Province, or Other Contractors.

.2 Should the Contractor, in the performance of the Contract, damage the Work, the Province's property, or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at the Contractor's expense.

3.13 INSPECTION OF WORK

.1 The Province, authorized representatives of the Province, including testing agencies, and authorities having jurisdictional interests shall, at reasonable times, have proper and safe access to the Work, including parts of the Work in preparation at locations other than the Place of the Work, for the purposes of observation, inspection and testing.

.2 If work is designated for special tests, inspections or approvals in the Contract Documents, or by the Province's instructions, or regulatory requirements, the Contractor shall give the Province timely notice requesting inspection. The Contractor shall arrange for inspections by authorities having jurisdiction and shall give the Province timely notice of the date and time.

.3 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, he shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed and make good such work at his own expense.

.4 The Province may order any part or parts of the Work to be specially examined should he believe that such work is not in accordance with the requirements of the Contract Documents. If, upon examination such work be found not in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work be found in accordance with the requirements of the Contract Documents, the Province shall pay the cost of examination and replacement.

3.14 REJECTED WORK

.1 Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the Province as failing to conform to the Contract Documents shall be removed promptly from the Place of the Work by the Contractor and replaced or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.

.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

.3 If, in the opinion of the Province, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Province may deduct from the Contract Price the difference in value between the work as performed and that called for by the Contract Documents, the amount of which will be determined in the first instance by the Province.

3.15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

.1 The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information (as defined in Article 3.16) collected, used or disclosed in the performance of Work, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information,

.2 The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.

.3 Upon request, the Contractor shall, at the Contractor's expense, and within five business days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.

.4 In providing the Services the Contractor shall make every reasonable effort to ensure

that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request the Contractor must correct, within five business days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

.5 The Contractor shall:

- .1 protect Personal Information against any unauthorized access, use disclosure, loss, destruction or alteration;
- .2 immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
- .3 provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.

.6 The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.

.7 The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

.8 Article 3.16 survives the Contract.

3.16 NON-DISCLOSURE OF INFORMATION

.1 Except as provided in Articles 3.15 and 3.16, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Work (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Work, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

.2 Subject to Article 3.15 the Contractor's obligations in Article 3.16 do not apply to information or documents which:

- .1 are or become publicly available through no act or omission of the Contractor;
- .2 are independently developed without benefit of the Province's Information; or
- .3 are received by or from a third party without restriction and without a breach of an obligation of confidentiality.

.3 The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.

.4 The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.

.5 The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

.6 No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

.7 Article 3.16 survives the Contract.

4. PROVINCE AND CONTRACTOR

4.1 INTERPRETATION OF CONTRACT DOCUMENTS BY PROVINCE

.1 The Province shall be, in the first instance, the interpreter of the requirements of the Contract Documents, and the judge of the performance thereunder by the Contractor. Interpretations and decisions of the Province shall be consistent with the intent of the Contract Documents.

4.2 CLAIMS

.1 If the Contractor intends to claim any additional payment, or if the Province intends to make a claim against the Contractor for an adjustment in payment other than permitted under the Contract, the claimant shall give notice of its intention to the other party as soon as possible and not later than 7 days after the event giving rise to the claim first arises or the claimant first becomes aware of such event.

.2

Failure to serve a notice of claim within the prescribed time period will prejudice the claimant's right to proceed with the claim, unless the claimant can demonstrate that such delayed notice did not prejudice the other party's ability to take measures to minimize any additional costs arising from the claim.

.3

Upon occurrence of the event referred to in Article 4.2.1, the claimant shall take all reasonable measures required to mitigate any loss or damage which may be incurred as a result of such event.

.4

Upon occurrence of the event referred to in Article 4.2.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make, including records of time and cost relating to labour, products, construction equipment and other resources used in the work. The Contractor shall permit the Province to inspect all such records and shall supply him with copies thereof as and when the Province so instructs.

.5

Within 14 days, or such other reasonable time as may be agreed by the Province, of giving notice under Article 4.2.1, the Contractor shall send to the Province an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based.

.6

Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Province may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Province, the Contractor shall send a final account within 14 days after the end of the effects resulting from the event.

.7

The parties shall make bona fide efforts to resolve a claim as soon as possible after receipt thereof. When a party in receipt of a claim issues its final written position on the claim or fails to do so within a reasonable period of time, and the claim is not resolved to the satisfaction of both parties, the claim shall be considered a dispute and shall be settled in accordance with Article 4.3.

.8

The Contractor shall be entitled to have included in any progress payment such amount in respect of any claims as the Province may consider due to the Contractor. If information is insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such information may substantiate to the satisfaction of the Province.

4.3 SETTLEMENT OF DISPUTES

- .1 If a dispute of any kind arises between the Province and the Contractor in connection with, or arising out of, the Contract or the execution of the Work, whether during the execution of the Work or after its completion and whether before or after repudiation or other termination of the Contract, the matter in dispute shall be settled in accordance with the processes identified in the document entitled "Dispute Resolution Process for Government of Alberta Construction Contracts", Appendices A, B, C, D, and E.
- .2 In the event of conflict between the aforementioned Appendices and other provisions of the Contract, the Appendices shall govern.
- .3 Notwithstanding anything in the Contract Documents, any dispute regarding termination or suspension is limited to a claim for damages, setting aside a notice of termination being expressly excluded from Article 4.3.1.

4.4 ASSIGNMENT

- .1 The Contractor shall not assign the Contract, either in whole or in part, nor shall he sublet the Contract as a whole, without the previous written consent of the Province, which consent shall be at the Province's sole discretion.
- .2 The Province shall not be bound by any assignment by the Contractor of any monies payable or to become payable to the Contractor under the Contract, without the written consent of the Province, which consent:
 - .1 will not be given for a general assignment of book debts, but
 - .2 may, at the Province's sole discretion, be given for a specific assignment of all or part of monies payable to the Contractor under the Contract.

4.5 ACCOUNTING

- .1 Keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
- .2 Keep the documents referred to in clause 4.5.1 for three years following the completion of termination of the Contract.
- .3 Article 4.5 survives the Contract.

5. OTHER PARTIES

5.1 SUBCONTRACTORS

.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:

.1 enter into contracts or written agreements with his Subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and

.2 be as fully responsible to the Province for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor therefore agrees that he will incorporate the terms and conditions of the Contract Documents into all subcontract agreements he enters into with his Subcontractors.

.2 The Contractor agrees to employ those Subcontractors proposed by him on the List of Subcontractors and accepted by the Province at the signing of the Agreement.

.3 The Province may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ another Subcontractor.

.4 In the event that the Province requires a change from a proposed Subcontractor, the Contract Price shall be adjusted by the difference in cost and markup occasioned by such required change, except where such change is required due to noncompliance with the Contract Documents, in which case there shall be no change in Contract Price.

.5 The Contractor shall not be required to employ as a Subcontractor a person or firm to whom he may reasonably object.

.6 The Province may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the percentage or quantity of the Subcontractor's work for which payment has been approved.

.7 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Province.

5.2 OTHER CONTRACTORS

.1 The Province reserves the right to let separate contracts in connection with the Project of which the Work is part.

.2 Unless otherwise specified, the Province shall coordinate the work and insurance coverages of Other Contractors as they affect the Work of this Contract.

.3 The Contractor shall report to the Province, any apparent deficiencies in Other Contractor's work which would affect the work of this Contract. Failure by the Contractor to so report promptly, may invalidate any claims against the Crown by reason of the deficiencies of Other Contractors' work.

.4 The Province will take reasonable precautions to avoid labour disputes or other disputes on the project arising from the work of Other Contractors.

5.3 OBLIGATIONS TO AND CLAIMS OF THIRD PARTIES

.1 The Contractor shall, with respect to lawful obligations of and lawful claims against the Contractor or any Subcontractor arising from the Contract:

- .1 discharge such obligations of and satisfy such claims against the Contractor, and
- .2 ensure the discharge of such obligations of and the satisfaction of such claims against Subcontractors.

.2 The Contractor shall, when requested by Province, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in Article 5.3.1.

5.4 AUTHORITY OF THE CONSULTANT

.1 Where reference is made in the Contract Documents to the Province in respect of administrative duties, responsibilities and authority of the Province, the Consultant will have authority to act on behalf of the Province only to the extent provided in Article 5.5, unless otherwise modified by written agreement as provided in Article 5.4.2.

.2 The duties, responsibilities, and limitations of authority of the Consultant as set forth in Article 5.5 shall be modified or extended only with the written consent of the Province, the Contractor, and the Consultant.

5.5 ROLE OF THE CONSULTANT

.1 The Consultant will, to the extent set forth in this Article, provide administration of the Contract during the progress of the Work until Total Completion of the Work.

.2 The Consultant will visit the Place of the Work at appropriate intervals to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in general conformity with the Contract Documents.

.3 If the Province and the Consultant agree, the Consultant will provide at the Place of the Work, one or more project representatives to assist in carrying out the Consultant's responsibilities.

.4 Based on the Consultant's observations and evaluation of the Contractor's applications for payment, the Consultant will recommend to the Province amounts to be paid to the Contractor in accordance with the Contract Documents, including deductions from, and withholding of, amounts payable.

.5 The Consultant will have authority to inspect work in accordance with Article 3.13 and reject work in accordance with Article 3.14.

.6 During the progress of the Work, the Consultant will furnish supplemental instructions to supplement the Contract Documents as required for the performance of the Work. Such supplemental instructions will be consistent with the intent of the Contract Documents and will not involve adjustment in the Contract Price or Contract Time.

.7 The Consultant will receive, review and take appropriate action upon all Contractor's submittals required by the Contract Documents.

.8 The Consultant will issue to the Contractor requests for proposals for changes in the Work, receive, review, and evaluate Contractor proposals for changes in the Work, and prepare Change Orders in accordance with the Contract Documents.

.9 The Consultant will conduct inspections of the Work to determine, in accordance with the Contract Documents, the dates of Interim Acceptance of the Work, Practical Completion of the Work if applicable, Final Acceptance of the Work, and Total Completion of the Work.

6. REQUIREMENTS OF CONTRACT

6.1 TIME

.1 Time and all time limits stated in the Contract Documents are of the essence. Contractor shall perform work expeditiously and with adequate forces to complete the Work of the Contract within the time specified in the Contract Documents.

6.2 DELAYS

.1 If the Contractor is delayed in the completion of the Work by Force Majeure ~~or by an Other Contractor~~ then the Contract Time shall be extended for such reasonable time as the Province may decide.

.2 No claim for delay shall be made and the Contract Time shall not be extended due to the effects of weather or arising from the Contractor's efforts to maintain the Contract schedule.

~~.2 If the Contractor is delayed in completion of the work by labour disputes, legal strikes, lockouts (including lockouts decreed or recommended by a recognized contractors' association for its members of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties or, without limiting any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then at the Province's discretion the Contract Time shall be extended for a period of time due to such delays.~~

6.3 WARRANTY

.1 Neither the final payment, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty materials or workmanship which appear within a period of one (1) year from the date of Interim Acceptance of the Work, or such other periods as may be specified for parts of the Work, and **the Contractor** shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which appear within such periods.

.2 The Province shall give notice of observed defects promptly.

END OF SECTION

Section Cover Page

2014-10-01

Section 00 73 03
Supplementary Conditions

Use this Section to specify Supplementary Conditions which are required to modify "standard" department documents (ie. General Conditions and Payment Conditions) when it is deemed necessary and appropriate to specify:

- .1 indeterminate damages for delay by Contractor, or
- .2 liquidated damages for delay by Contractor, or
- .3 penalty and bonus provisions.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Data Sheet - General
- .3 Specification Section Text:
 - 1. Supplementary Conditions
 - 2. Payment Conditions
 - 3. General Conditions of Contract

DAMAGES FOR DELAY BY CONTRACTOR

Use this supplementary condition when the Crown will suffer loss or damage if work is not completed within the time specified and the extent ie. dollar amount, of such loss or damages is difficult or impossible to estimate, eg. delay claims from Other Contractors resulting from the failure of this Contractor to meet the Contract Time.

LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

Use this supplementary condition when the Crown will suffer loss or damage if the work is not completed within the time specified and the extent of such loss or damages can be estimated so as to provide a reasonable sum that may be specified as liquidated damages, eg. additional rental costs on account of not being able to occupy a facility by a particular date.

PENALTY PROVISIONS

Use this supplementary condition when the Crown will suffer loss or damage if the work is not completed within the time specified and such loss or damage cannot be quantified in terms of dollars before or after such loss or damage is sustained, eg. political repercussions.

BONUS PROVISIONS

Use this supplementary condition whenever penalty provisions are specified.

1. SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify the following Infrastructure standard documents as specified herein:

- .1 Section 00 73 80 - Payment Conditions, [] Edition.
- .2 Section 00 72 00 - General Conditions of Contract, [] Edition.

Provisions which are not so modified remain in full force and effect.

2. PAYMENT CONDITIONS

SPEC NOTE: Include this article if indeterminate or liquidated damages are to be specified. Delete references to "liquidated" damages if damages are indeterminate.

Add following articles to Section 00 73 80 - Payment Conditions

[]. LIQUIDATED DAMAGES

- .1 School jurisdictions, and ultimately the Province will suffer damages if the Contractor does not achieve Interim Acceptance of the Work by the date that it is required as set out in the Agreement Form. Such damages may be suffered as a result of having to lease alternative space for students, transporting students to alternative locations, or having to incur other costs in making alternative arrangements to accommodate students.
- .2 Notwithstanding any clause, section or article of this Contract, ~~pursuant to the Agreement Form and Supplementary Conditions specified herein modifying the General Conditions of Contract~~ the Province may, upon the date set for Interim Acceptance of the Work, in the Agreement Form, without prejudice to any other method of recovery, deduct all or part of the amount payable to the Province as liquidated damages for delay by Contractor, from any monies payable or which may become payable to the Contractor under the Contract.
 - .1 Therefore the Contractor, and if applicable, its surety, shall be liable for and shall pay to the Province, as liquidated damages for delay, the sum of [] thousand dollars (\$????????) for each consecutive calendar day or part of a day that elapses after the date listed for Interim Acceptance on the Agreement Form.
- .3 If applicable, the number of days of excusable delay pursuant to Force Majeure shall be subtracted from the total number of days of delay in calculating the liquidated damages.
- .4 The parties agree that the specified amount of the liquidated damages represents their genuine pre-estimate of the particular damages arising from the delay.

- .5 If there are insufficient monies remaining payable or to become payable to the Contractor under the Contract to permit deduction of the total amount of liquidated damages:
- .1 the Contractor shall pay to the Province the difference between the amount deducted as liquidated damages from monies remaining payable or to become payable under the Contract and the total amount of liquidated damages, and
 - .2 if the Contractor fails to pay to the Province such amount due as liquidated damages within 30 Days from the date of written notification to do so, the Province may:
 - .1 if the Contractor has provided contract performance security in the form of a performance bond, exercise the provisions of the performance bond, or
 - .2 if the Contractor has provided contract performance security in the form of a security deposit, deduct such amount from the security deposit.
- .6 The deduction or payment of liquidated damages shall not relieve the Contractor from its obligation to continue to complete the Work or from any other of its obligations and liabilities under the terms of this Contract.

OR

~~[].~~ ~~**PAYMENT OF PENALTY**~~

- ~~.1 Pursuant to Section 11(3) of the Public Works Act, the Agreement Form, and the Supplementary Conditions specified herein modifying the General Conditions of Contract, the Province may, [upon Interim Acceptance of the Work,] without prejudice to any other method of recovery, deduct all or part of the amount payable to the Province as penalty, from any monies payable or which may become payable to the Contractor under the Contract.~~
- ~~.2 If there are insufficient monies remaining payable or to become payable to the Contractor under the contract to permit deduction of the total penalty amount:~~
- ~~.1 the Contractor shall pay to the Province the difference between the amount deducted as penalty from monies remaining payable or to become payable under the Contract and the total penalty amount, and~~

- ~~.2 — if the Contractor fails to pay to the Province such amount due as penalty within 30 Days from the date of Interim Acceptance of the Work, the Province may:~~
 - ~~.1 — if the Contractor has provided contract performance security in the form of a performance bond, exercise the provisions of the performance bond, or~~
 - ~~.2 — if the Contractor has provided contract performance security in the form of a security deposit, deduct such amount from the security deposit.~~
- ~~.3 — The deduction or payment of penalty amount shall not relieve the Contractor from his obligation to complete the Work, or from any other of his obligations and liabilities under the Contract.~~

~~[]. — PAYMENT OF BONUS~~

- ~~.1 — Pursuant to the Agreement Form and the Supplementary Conditions specified herein modifying the General Conditions of Contract, the total amount payable to the Contractor as bonus will be payable by the Province to the Contractor as part of the final payment, subject to the conditions for final payment specified in Section 00 73 80.~~

~~Add following article[s]:~~

~~3. — GENERAL CONDITIONS OF CONTRACT~~

~~[]. — DAMAGES FOR DELAY BY CONTRACTOR~~

- ~~.1 — The Crown will suffer loss or damages if Interim Acceptance of the Work is not attained within the Contract Time specified in the Contract Documents. Refer to Section 01 11 05 — Contract Time and Time Control, for reasons.~~
- ~~.2 — The Contractor and its surety shall be liable for actual loss or damages suffered by the Crown, which are directly or indirectly attributable to the Contractor's failure to attain Interim Acceptance of the Work by the date specified in the Contract Documents for attainment of Interim Acceptance of the Work, or such other date as may result from an adjustment of the Contract Time granted by the Province.~~

~~OR~~

~~[]. — LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR~~

- ~~.1 — The Crown will suffer loss or damages if Interim Acceptance of the Work is not attained within the Contract Time specified in the Contract Documents. Refer to Section 01 11 05 — Contract Time and Time Control, for reasons.~~

~~.2 The Contractor and his surety shall be liable for and shall pay the Province as liquidated damages for delay, the sum of [\$] for each consecutive Day or part of a Day that shall elapse after the date specified in the Contract Documents for attainment of Interim Acceptance of the Work, or such other date as may result from an adjustment of the Contract Time granted by the Province, until the date upon which Interim Acceptance of the Work is attained.~~

~~OR~~

~~[].~~ **PENALTY PROVISIONS**

~~.1 The Crown will suffer damages if Interim Acceptance of the Work is not attained within the Contract Time specified in the Contract Documents. Refer to Section 01-11-05 Contract Time and Time Control, for reasons.~~

~~.2 Section 11 of the Public Works Act stipulates that a contract (for public work) that specifies a date by which any work is to be done may provide for a penalty for failure to complete the work by that date. The Act further stipulates that the contract may provide for the penalty to be a stipulated sum for each day that the work is unfinished after the date agreed on, regardless of actual loss or damages suffered by the Crown because of the failure.~~

~~.3 Pursuant to Section 11 of the Public Works Act, the Contractor and his surety shall be liable for and shall pay to the Province as penalty, regardless of actual loss or damages suffered by the Crown, the sum of \$[] for each consecutive Day or part of a Day that shall elapse after the date specified in the Contract Documents for attainment of Interim Acceptance of the Work, or such other date as may result from an adjustment of the Contract Time granted by the Province, until the date upon which Interim Acceptance of the Work is attained.~~

~~[].~~ **BONUS PROVISIONS**

~~.1 The Province shall pay to the Contractor as bonus the sum of \$[] for each consecutive Day or part of a Day that shall elapse after the date upon which Interim Acceptance of the Work is attained, until the date specified in the Contract Documents for attainment of Interim Acceptance of the Work [or such other date as may result from an] [notwithstanding any] adjustment of the Contract Time granted by the Province.~~

END OF SECTION

Section Cover Page

Section 00 73 80
Payment Conditions

2016-03-15

Use this Section to specify Payment Conditions for building construction and renovation contracts when Section 00 72 00 - General Conditions of Contract is used.

Normally use this Section when estimated contract cost is \$100,000.00 or greater.

This Master Specification Section contains:

1. This Cover Sheet
2. Specification Section Text:
 1. Related Requirements
 2. Basis of Payment
 3. Statutory Declaration Form
 4. Progress Payments
 5. Holdback
 6. Withholdings
 7. Partial Payment of Holdback
 8. Progressive Payment of Holdback
 9. Final Payment
 10. Federal Goods and Services Tax
 11. Title to and Acceptance of Work
3. Attachments:
 - .1 [AI/MS Form 00 73 80B-A eForm](http://www.infrastructure.alberta.ca/Content/docType486/Production/00_73_80B_A_eForm.pdf) – Statutory Declaration of Payment Distribution
(http://www.infrastructure.alberta.ca/Content/docType486/Production/00_73_80B_A_eForm.pdf)

This Section is not intended to be edited. It should be used as is, in its entirety. Any required modifications must be made by means of Supplementary Conditions. If Supplementary Conditions are deemed necessary, discuss with Infrastructure, Procurement Section.

Change Log

2016-03-15

**Section 00 73 80
Payment Conditions**

Changes made in this Section Update (2016-03-15):

This section has been substantially modified from the previous edition.

1. Statutory Declaration Forms – CCDC 9A was deleted and Section 00 73 80B-A eForm has been updated
2. Article 4. Progress Payments – significant changes were made including: -
Timeframe for notification of adjustments of Contractor's application of payment.
3. Article 5. Holdback – rewritten
4. Article 6. Withholdings and Deductions – Withholding and deduction requirements were combined into the same article. New requirements were added.
5. Article 7 Partial Payment of Holdback - modified
6. Article 8. Progressive Payment of Holdback – New article.

1. RELATED REQUIREMENTS

- | | | |
|----|---|-------------------|
| .1 | General Conditions of Contract | Section 00 72 00. |
| .2 | Workers' Compensation Board submittals: | Section 01 33 00. |
| .3 | Contract Price breakdown: | Section 01 33 00. |
| .4 | Cash flow forecast: | Section 01 33 00. |

2. BASIS OF PAYMENT

- .1 When payment is on the basis of a Stipulated Price Arrangement, amounts claimed by Contractor for progress payments shall be consistent with the approved Contract Price breakdown.
- .2 When payment is on the basis of a Unit Price Arrangement, amounts claimed by Contractor for progress payments shall be based on the Contract Unit Prices.

3. STATUTORY DECLARATION FORM

- .1 Use the [AI/MS Form 00 73 80B-A eForm](http://www.infrastructure.alberta.ca/Content/docType486/Production/00_73_80B_A_eForm.pdf) – Statutory Declaration of Payment Distribution form when submitting applications for payment which is available at: http://www.infrastructure.alberta.ca/Content/docType486/Production/00_73_80B_A_eForm.pdf.

4. PROGRESS PAYMENTS

- .1 Contractor shall submit monthly application for payment to the Province.
- .2 Application for payment shall be dated the last day of the payment period agreed to with the Province and the amount claimed shall be for the value, at that date and for that payment period, of:
 - .1 work performed, including labour provided and material supplied and set in place, and
 - .2 material stored at the Place of the Work, but not incorporated into the Work.
- .3 Contractor shall submit with application for payment:
 - .1 data broken down into general requirements and trade scopes on a line-by-line basis as per the approved contract price breakdown as required under Section 01 33 00 to permit the Province to evaluate amount claimed,
 - .2 completed statutory declaration form with second and subsequent applications for payment, and
 - .3 any additional information requested by the Province.

- .4 The Province will review application for payment and may make adjustments to amount claimed.
 - .1 **Subject to receiving all documents and information as set out herein** the Province will notify the Contractor of all adjustments to the application for payment on a line by line basis within 13 calendar days.
 - .2 If adjustments to the application for payment have been made, the Contractor shall adjust the application for payment with the noted adjustments and submit the updated application directly to the Province within 3 calendar days of notification of adjustments.
 - .3 The Contractor shall adjust future application for payments based on the noted adjustments.
- .5 **Subject to receiving all documents and information as set out herein, and subject to any deductions, set-off, holdback, and withholdings permitted by this Contract,** the Province will make payments on application for payment, as adjusted if applicable, on or before 30 calendar days after the initial receipt of the application for payment and as per Article 4.3 to the satisfaction of the Province.
- .6 **Subject to any deductions, set-off, holdback, and withholdings permitted by this Contract, should** either party fail to make payment as they become due under the terms of the Contract or in an award by arbitration, interest on such unpaid amounts shall become due and payable until payment at two percent (2%) per annum above the prime rate. The interest rate shall be the prime rate of interest quoted by the Canadian Imperial Bank of Commerce (CIBC).

5. **HOLDBACK**

- .1 **Notwithstanding any article of this Contract,** the Province will hold back 10% from each progress payment in addition to any other any **deductions, set-off, and withholdings permitted by this Contract. referred to in Article 4.**
- .2 Contractor may submit to the Province written application for payment of holdback monies after **attaining the Letter of the date of** Interim Acceptance of the Work.
- .3 Further to the application of payment, after a period of 45 days from the date of **the Letter of** Interim Acceptance of the Work, the Contractor shall obtain and submit the following:
 - .1 Letter of clearance from Workers' Compensation Board,
 - .2 completed statutory declaration form, and
 - .3 any additional information requested by the Province.
- .4 Amount of holdback monies payable after the Province has issued a Letter of Interim Acceptance of the Work shall be subject to any **deductions, set-off, and withholdings permitted by this Contract.**
- ~~.5 The Province will release the Contractor's holdback within 14 calendar days of the~~

~~above conditions being met subject to any deductions, set-off, holdback, and withholdings permitted by this Contract.~~

6. WITHHOLDINGS AND DEDUCTIONS

- .1 The Province may withhold all or part of any amount payable to Contractor in order to protect the Province or third parties from loss due to:
 - .1 ~~in the opinion of the Province evidence of the~~ Contractor's:
 - .1 failure to make payments ~~properly~~ to Subcontractors or for labour, materials or equipment,
 - .2 failure to ensure that Subcontractors make payments ~~properly~~ to Sub-subcontractors or for labour, materials or equipment,
 - .3 ~~failure to complete any part of the Work within the Contract time agreed by the Province,~~
 - .4 ~~inability to complete the Work for the unpaid balance of the Contract Price, or~~
 - .5 failure to perform the Work in accordance with the Contract Documents,
- .2 Notwithstanding any clause in this Contract, pursuant to the *Public Works Act* (Alberta) the Province may withhold funds from any amount for which the Contractor submits an invoice or a request for payment in an amount:
 - .1 sufficient to pay a claim made pursuant to the *Public Works Act* (Alberta);
 - .2 as determined by the Province, acting reasonably; or
 - .3 sufficient to pay more than one of the above.
- .3 ~~Notwithstanding any Article in this Contract,~~ the Province may withhold funds from any amount for which the Contractor ~~submits an application for requests~~ payment, in addition to other ~~deductions, holdback, set-off, and withholdings permitted by this Contract,~~ in an amount:
 - .1 for which the Consultant adjusts an application for payment for work the Consultant deems, on a line-by-line basis, has not been sufficiently completed for the amount claimed;
 - .2 equal to that which is the subject of the Dispute Resolution Process pursuant to this Contract;
 - .3 up to ~~three times~~ the Province's estimate of the cost to the Province of remedying Work not performed in accordance with this Contract including non-conforming Work that may have been accepted under a previous payment;
 - .4 up to ~~three times~~ the Province's estimate of the cost to the Province of remedying any ~~uncorrected~~ defects described in the Letter of Interim Acceptance of the Work;
 - .5 of such sums as permitted by law;
 - .6 of such sums as may be required to satisfy:
 - .1 any unpaid and overdue account that is enforceable against the Province,
 - .2 any penalty, fee, order, award, or judgment which may be enforced by the Court of Queen's Bench of Alberta,
 - .3 other third party claims related to the Work, or
 - .4 costs incurred by the Province to satisfy any of the matters noted in this

Contract plus costs on a solicitor and own client basis; or

- .7 as set out or permitted in more than one section or Article of this Contract;
- .4 Notwithstanding any section of this Contract, the Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act (Canada)*.
- .5 Without limiting the application of Article 12 Set-Off, the Contractor irrevocably grants to the Province the right to claim against or call upon the withholding and, without limitation, set-off, out of any money due or payable at any time to the Contractor by the Province, in order to recover any overpayment to the Contractor or to recover any other sums which are due and payable to the Province by the Contractor.
- ~~.5 More than one of the above noted matters.~~

7. PROGRESSIVE PAYMENT OF HOLDBACK

- ~~.1 When partial utilization of the Work by the Province, as described in Section 01-11-00—Summary of Work, is required and partial payment of holdback is a condition of such partial utilization, the holdback, withholding, and conditions in Articles 5, 6 and 11 shall apply to the part of the Work to be utilized. Payment of holdback for a Subcontract may be requested as set out in the *Builders' Lien Act*. When the Contractor or a Subcontractor is of the opinion that the work of that Subcontractor is substantially performed as described in the *Builders' Lien Act* (Alberta) for Subcontractor's part of the Work, the Contractor shall deliver to the Province, with a copy to the Consultant and the Subcontractor a certificate of substantial performance of the Subcontractor's portion of the work, complete with the issue date, for verification by the Province.~~
- .2 The Province will review that portion of the work and will promptly, and in any event, no later than 20 calendar days after receipt of the certificate of substantial performance of the Subcontractor's portion of the work:
- .1 verify the validity of the certificate of substantial performance of the Subcontractor's portion of the Work and advise the Subcontractor, the Contractor and the Consultant, in writing, or
 - .2 advise the Subcontractor, the Contractor and the Consultant, in writing, that the Subcontractor portion of the work is not substantially performed and give reasons why.

8. PAYMENT OF HOLDBACK

~~Province will to Contractor's portion of the Work or a Subcontractor's work, but excludes the Contractor's general requirements.~~

- ~~.2 — Although the *Builders' Lien Act* may not apply, when the Contractor or a Subcontractor is of the opinion that their portion of the Work or the work of that Subcontractor is substantially performed as described in the *Builders' Lien Act* (Alberta) for Contractor's or Subcontractor's part of the Work, the Contractor or that Subcontractor shall deliver to the Province, with a copy to the Consultant and the Subcontractor or the Contractor as the case may be:~~
- ~~.1 — a certificate of substantial performance of the Contractor's or Subcontractor's~~

~~portion of the Work, complete with the issue date, for verification by the Province, and~~

~~.2 a comprehensive list of items to be completed or corrected, or provided; failure to include an item on the list does not alter the Contractor's and the Subcontractor's responsibility to complete the work of that subcontract.~~

~~.3 Within 3 days of issuing of the certificate of substantial performance of the Contractor's~~

~~or a Subcontractor's portion of the Work, the Contractor or Subcontractor shall post a signed copy of the certificate in a conspicuous place on the job site.~~

~~.4 The Province will review that portion of the Work and will promptly, and in any event,~~

~~no later than 20 calendar days after receipt of the certificate of substantial performance of that portion of the Work, and of the list of items to be completed or corrected:~~

~~.1 verify the validity of the certificate of substantial performance of the portion of the Work and advise the Subcontractor, the Contractor and the Province, in writing, or~~

~~.2 advise the Subcontractor, the Contractor and the Province, in writing, that the portion of the Work is not substantially performed and give reasons why.~~

Section 00 73 80
Payment Conditions
Page 5

- .1 After the Province verifies the certificate of Substantial Performance of the Work, as set out in Section 01 77 20 or article 7 above (Progressive Payment of Holdback):
 1. on expiry of a period of 45 calendar days from the date of the certificate of Substantial Performance of the Work,
 2. any builders' lien has been removed from the relevant land title,
 3. any *Public Works Act* claims, or other third party claims related to the Work and received by the Province, being resolved or addressed and a course of action being agreed to between the Province and the Contractor, the Contractor shall, with the Contractor's next regular application for payment, submit:
 - .1 an application for payment of the Contractor's or Subcontractor's portion of the holdback amount using Infrastructure's Holdback Release form which is available at <http://www.infrastructure.alberta.ca/3590.htm>, and
 - .2 an AI/MS Form of 'Statutory Declaration' completed by the Subcontractor,
 - .3 Worker's Compensation Board Clearance Letter,
 - .4 Contractor Letter of Declaration, and
 - .5 Proof of posting certificate of Substantial Performance.
- .6 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the Contractor shall ensure that such Subcontract work or Products are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.
- .7 In accordance with Section 00 72 00, Article 6.3 – Warranty, substantial performance of a Subcontractor's work or subsequent payment of its holdback does

not relieve the Subcontractor of its warranty obligations for a period of one (1) year from the date of Interim Acceptance of the Work, or such other periods as may be specified for parts of the Work.

9. FINAL PAYMENT

- .1 The unpaid balance of the Contract Price will be payable by the Province to the Contractor provided:
 - .1 the Province has issued a Letter of Final Acceptance of the Work,
 - .2 any disputes have been resolved or addressed, **and a course of action agreed to between the Province and Contractor,**
 - .3 third party claims received by the Province have been resolved, or addressed and a course of action agreed to between the Province and Contractor, and
 - .4 final adjustment of accounts has been rendered and agreed to between the Province and Contractor.

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Infrastructure

- .2 Contractor shall submit written application for final payment, including:
 - .1 Letter of clearance from Workers' Compensation Board,
 - .2 completed statutory declaration form, and
 - .3 statement of final adjustment of accounts.
- ~~.3 Notwithstanding requirements of Article 8.1, the Province and Contractor may agree to defer payment for those portions of the Work which cannot be completed due to circumstances beyond Contractor's control.~~

10. FEDERAL GOODS AND SERVICES TAX

- .1 Each application for payment shall exclude any amount for federal Goods and Services Tax.
- .2 The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

11. TITLE TO AND ACCEPTANCE OF WORK

- .1 Contractor warrants that title to work and materials covered by any application for payment will pass to the Province, at the time of payment, free and clear of all claims, interests and encumbrances.
- .2 **Except where caused directly and specifically by the Province withholding any amount payable under this Agreement (not including any amount disputed by the Province in good faith), the Contractor shall promptly pay all proper accounts for work done or materials furnished under all contracts it enters into relating to the Work, excepting those sums required to be retained under the provisions of any applicable statute of Alberta, and shall**

not by any act or omission cause, encourage, suffer or allow any lien or claim under any such statute or in equity to be made against the Province or a school jurisdiction or be filed or registered against the Place of the Work by reason of work, services or materials supplied or claimed to have been supplied for the Work. The Contractor shall at its own expense promptly take all steps required to effect a discharge of any lien or deal with any claim so filed or registered.

- .2 Contractor further warrants that materials, stored at the Place of the Work and for which payment has been received, shall not be removed from the Place of the Work and shall be kept secure and protected.
- .3 Payments made by the Province shall not be construed as an acceptance that the Work, Products, or any part thereof is complete, is satisfactory or is in accordance with the Contract Documents.

12. SET-OFF

- .1 The Province is entitled to set-off against any payment due and owing to the Contractor or against any withholding, only an amount:
 - .1 finally determined (that is, no longer subject to the Dispute Resolution Procedure) to be payable by the Contractor to the Province under this Agreement; or
 - .2 paid by the Province under and in accordance with any statute in respect of any lien or claim arising from any act or omission of the Contractor, or those for whom it is legally responsible, in relation to the Work, or by reason of work, services or materials supplied or claimed to have been supplied for the Work.
- .2 The Province, upon becoming aware that it is or may become obligated to pay and before paying an amount contemplated by Article 10.1.2 such that a right of set-off may arise under Article 10.1.2, shall give the Contractor such advance notice as may be practicable in the circumstances (without exposing the Province to any risk of being obliged to pay the same amount twice), with a view to affording Contractor an opportunity to dispute (provided the Province is satisfied the dispute is bona fide), or make arrangements to remove or eliminate the lien or claim.

END SECTION

Include a Summary of Work Section on all projects. Purpose of this Section is to provide a general overview of the project and, when required, to specify special contractual and administrative requirements.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Specification Section Text:
 - .1 Work of the Project
 - .2 Construction Management
 - .3 Work of this Contract
 - .4 Contract Time
 - .5 Contractual Arrangement
 - .6 Assignable Contracts
 - .7 Related Work by Other Contractors
 - .8 Materials Supplied or Installed Under Separate Contracts
 - .9 Related Work by Province
 - .10 Materials Supplied by Province
 - .11 Preordered Materials
 - .12 Service Connections
 - .13 Roads, Curbs, Gutters, and Sidewalks
 - .14 Future Work
 - .15 Work Sequence
 - .16 Contractor's Use of Premises
 - .17 User Occupancy
 - .18 Partial Utilization
 - .19 Responsibility for Existing Property

Editing: Always specify "Work Of This Contract", "Contract Time", "Contractual Arrangement" and "Contractor's Use of Premises". Specify other clauses as needed. Edit and expand Section if required.

1. WORK OF THE PROJECT

~~*SPEC NOTE: Use following clauses when Project is being carried out under a multiple prime contract arrangement. Coordinate with Related Work By Other Contractors to ensure that there is no conflict nor duplication of requirements.*~~

- ~~.1 Work of the Project, of which Work of this Contract is a part, comprises the following:
 - ~~.1 []~~~~
- ~~.2 Work of the Project is being carried out utilizing multiple contracts. Work of these separate contracts may be performed simultaneously or sequentially.~~
- ~~.3 Work of the Project has been divided into the following contract packages:
 - ~~.1 Contract [No.] for [] [which has been awarded to [] [and which is complete.]~~
 - ~~.2 Contract [No.] for [] which comprises the Work of this Contract.~~
 - ~~.3 Contract [No.] for [] which has not been awarded.~~
 - ~~.4 Etc.~~~~
- ~~.4 The Province reserves the right to subdivide, consolidate or otherwise modify the above contract packages.~~

SPEC NOTE: Include the following clause only for LEED registered projects.

- .1 Third party environmental certification through LEED (Leadership in Energy and Environmental Design) with the Canada Green Building Council:
 - .1 This Project is registered LEED [NC] [CI] [] Project with the Canada Green Building Council.
 - .2 Certification level goal is [Silver] [Gold] Platinum].
 - .4 Refer to Section 01 35 18-LEED Requirements for procedures, definitions, point categories, prerequisites, and credits.
 - .4 Refer to Section 01 35 20 - Environmental Procedures for procedures concerning building and site environment.
 - .3 Refer to Section 01 35 25 - Erosion and Sedimentation Control for control and protection of site environment.
 - .5 Refer to Section 01 74 19 - Waste Management and Disposal for requirements to reduce, reuse, recycle, and dispose of construction waste.

~~2. CONSTRUCTION MANAGEMENT~~

~~.1 The project is being constructed under the Construction Management System. Construction Management will be performed by:~~

~~[]:~~

~~*SPEC NOTE: Specify name and address of construction management company, name of construction manager and telephone number.*~~

~~.2 Construction Manager will provide full time site administration to ensure that all Contractors coordinate their work with Other Contractors and to ensure maintenance of the established construction schedule.~~

~~.3 Each Contractor shall cooperate fully with the Construction Manager and with all Other Contractors.~~

~~.4 Any Contractor who considers that there is a lack of cooperation on the part of any Other Contractor shall promptly so inform the Province in writing.~~

2. WORK OF THIS CONTRACT

SPEC NOTE: Specify in very general and simple terms the nature of the work. Normally a one sentence statement will suffice. Use point form method if necessary. Do not be too specific. Do not specify a scope-of-work.

.1 Work of this Contract comprises the following:

.1 []:

.2 Municipal Address: []:

SPEC NOTE: Always include legal description for demolition projects.

.3 [Legal Description: []:]

~~*SPEC NOTE: Include the following for projects requiring work outside of property lines:*~~

.4 Physical Limits: Work of the Contract is not necessarily restricted to work within property lines of site, but includes all Work required by Contract Documents, both within and outside property lines.

3. CONTRACT TIME

~~.1 Date of commencement of the Contract shall be the date of issuance of the Letter of Acceptance.~~

~~.2 Upon receipt of Letter of Acceptance, promptly, and without undue delay, commence work at the Place of the Work.~~

~~OR~~

~~.2 Commence work at the Place of the Work by []:~~

~~OR~~

~~.2 Commence work at the Place of the Work within [] Days after date of commencement of Contract.~~

~~.3 Attain Interim Acceptance of the Work within [] [months] [weeks] [Days] after date of commencement of Contract.~~

~~OR~~

~~.3 Attain Interim Acceptance of the Work by []~~

~~.4 Attain~~

SPEC NOTE: Specify following clauses only when appropriate Facility Start-Up procedures are specified in Section 01 91 01.

~~.4 The Province's pre-planned activities, which will be performed as specified under Performance Testing in Section 01 91 01, will be completed within approximately [] [Days] [weeks] from date of Interim Acceptance of the Work, provided that the Province's activities are not hampered or delayed by the Work proving to be unready for Performance Testing or the identification of an unreasonable number of Contract Deficiencies.~~

~~.5 The Province's pre-planned activities, which will be performed as specified under Fine Tuning in Section 01 91 01, will be completed within approximately [] [Days] [weeks] from date of Practical Completion of the Work.~~

~~OR~~

SPEC NOTE: If Section 01 11 05 is used (i.e. when extraordinary time control provisions are necessary) delete all of the foregoing clauses in this article and specify the following cross-reference instead.

.1 Refer to Section 01 11 05 – Contract Time and Time Control.

Plan No:
Project ID:

5. CONTRACTUAL ARRANGEMENT

.1 Work shall be performed under a single contract under a [Stipulated Price Arrangement] [Unit Price Arrangement].

OR

.1 Work shall be performed under a single contract combining a Stipulated Price Arrangement and a Unit Price Arrangement.

.2 [] portion of the Work shall be performed under a Stipulated Price Arrangement. [] portion of the Work shall be performed under a Unit Price Arrangement.

6. ASSIGNABLE CONTRACTS

SPEC NOTE: Use these clauses only if this contract is to assume assignable contracts. Coordinate with Section 01 11 08.

.1 The Province has entered into contract for certain work which will be assigned to this Contract.

.2 Refer to Section 01 11 08 for details.

7. RELATED WORK BY OTHER CONTRACTORS

SPEC NOTE: Specify work to be supplied and installed under other contracts and which is directly related to work of this Contract. Coordinate with Work of This Project clauses.

.1 Other Contractors will be employed under separate contract with the Province to perform the following work which is integral with Work of this Contract:

.1 [].

.2 Other Contractors will be employed under separate contract with the Province to perform the following work which will be completed prior to the start of Work of this Contract:

.1 [].

.2 [].

.3 Other Contractors will be employed under separate contract with the Province to perform the following contiguous work which will be performed during the course of the Work of this Contract:

.1 [].

.2 [].

Plan No:
Project ID:

- .4 Other Contractors will be employed under separate contract with the Province to perform the following work which will be performed after completion of the Work of this Contract:
 - .1 [].
 - .2 [].
- .5 Afford Other Contractors every opportunity for the introduction and storage of their materials as required.
- .6 Coordinate and connect work of this Contract with work of Other Contractors as required.
- .7 Cut, fit and patch work of this Contract as required to fit it to receive or be received by work of Other Contractors.

8. MATERIALS SUPPLIED OR INSTALLED UNDER SEPARATE CONTRACTS

SPEC NOTE: Specify materials to be supplied under this contract for installation under other contracts, and vice versa. Expand requirements as required to ensure coordination between contracts, particularly regarding transportation, delivery, storage and handling.

- .1 Supply following materials for installation under separate contracts:
 - .1 [] [as specified in Section] to be installed under contract [].
- .2 Install following materials supplied under separate contracts:
 - .1 [] as supplied under contract [] and as specified in Section [].

9. RELATED WORK BY PROVINCE

SPEC NOTE: Specify work to be supplied and installed by the Province and which is directly related to work of this Contract.

- .1 Following work will be performed by the Province utilizing his own forces:
 - .1 [].
 - .2 [].
- .2 Afford the Province every opportunity for the introduction and storage of his materials as required.
- .3 Coordinate and connect work of this Contract with the Province's work as required.
- .4 Cut, fit and patch work of this Contract as required to fit it to receive or be received by the Province's work.

Plan No:
Project ID:

10. MATERIALS SUPPLIED BY PROVINCE

SPEC NOTE: *Specify materials to be supplied by the Province for installation under this Contract. Edit requirements under 10.2 and 10.3 to suit complexity of materials being supplied. Include pre-purchased materials under this article.*

.1 The Province will supply following materials to Contractor for installation:

- .1 [] [as specified in Section]
- .2 [] [as specified in Section].

SPEC NOTE: *If materials are also specified in particular specification Sections, indicate Section number.*

.2 The Province will do following:

- .1 Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- .2 Arrange and pay for delivery of materials to site, in accordance with construction schedule.
- .3 Deliver supplier's bill of materials to Contractor.
- .4 Inspect deliveries jointly with Contractor.
- .5 Submit claims for transportation damage.
- .6 Arrange for replacement of damaged, defective, and missing items.

.3 Contractor shall do following:

- .1 Designate delivery date for each material in Construction Schedule.
- .2 Review shop drawings, product data and samples and submit to the Province with notification of any discrepancies or problems anticipated in use of materials.
- .3 Receive and unload materials at site.
- .4 Promptly inspect materials jointly with the Province and record shortages, damaged or defective items.
- .5 Handle materials at site, including uncrating and storage.
- .6 Protect materials from exposure to elements and from damage.
- .7 Assemble, install, connect, adjust and finish materials.
- .8 Repair or replace items damaged by Contractor.

11. PREORDERED MATERIALS

SPEC NOTE: *Specify materials, equipment etc. which have been preordered by the Province for purchase by Contractor. Identify the material and the Section in which it is specified. Ensure that a copy of the purchase agreement is attached to and bound with the applicable technical Section. Do not confuse preordered materials with pre-purchased materials which are categorized as "Materials Supplied by Province".*

- .1 The Province has placed orders with certain suppliers for the following materials which shall be purchased and installed by Contractor:
 - .1 [] as specified in Section [].
 - .2 [] as specified in Section [].
- .2 A copy of the applicable purchase agreement is attached to the specification Section which specifies the preordered material.
- .3 Upon execution of the contract Agreement, Contractor shall execute the purchase agreement with each supplier for the respective material in accordance with the terms of the purchase agreement.
- .4 Costs for purchase, delivery, installation, adjusting and finishing of preordered materials shall be included in Contract Price.
- .5 Contractor's responsibilities for preordered materials shall be the same as for other materials provided under this Contract.

12. SERVICE CONNECTIONS

SPEC NOTE: *Use this Article only where some or all Utility service lines and sources are to be installed under separate construction contract(s) identified in Article 1.3 of this Section. Coordinate with Section 01 21 14.*

- .1 As used in this Article, "Utility" means a public or private utility company, or a municipality.
- .2 The following Utility service lines and sources [have been] [will be] installed under separate contract(s) and will be completed prior to the start of this Contract.
 - .1 Water
 - .2 Sanitary Sewer
 - .3 Storm Sewer
 - .4 Natural Gas
 - .5 Electrical Power
 - .6 [Others]

- .3 The following Utility service lines and sources shall be installed as part of this Contract.
 - .1 Water
 - .2 Sanitary Sewer
 - .3 Storm Sewer
 - .4 Natural Gas
 - .5 Electrical Power
 - .6 [Others]

- .4 Refer to Section 01 21 14 - Service Connections for details.

13. ROADS, CURBS, GUTTERS, AND SIDEWALKS

SPEC NOTE: Purpose of these clauses is to specify responsibilities concerning roads, curbs, gutters and sidewalks outside property lines. If necessary, modify to suit project. Ensure that extent of work is shown on Drawings.

- .1 Contractor shall be responsible for the following in connection with roads, curbs, gutters and sidewalks occurring outside property lines:
 - .1 Work required to be done to existing roads, curbs, gutters, and sidewalks.
 - .2 Connecting new and existing roads, curbs, gutters and sidewalks.
 - .3 Provision of new roads, curbs, gutters and sidewalks and portions thereof.
 - .4 Making good of damage to existing roads, curbs, gutters and sidewalks caused by Work of this Contract.

- .2 Contractor shall make arrangements with, pay costs and charges levied by and comply with requirements of authorities having jurisdiction.

14. FUTURE WORK

SPEC NOTE: If project is designed for future work such as additions, expansions, installation of equipment etc., specify critical requirements which must be accommodated in this Contract to allow for future work.

15. WORK SEQUENCE

- .1 Perform work in following stages:
 - .1 Stage 1: [].
 - .2 Stage 2: [].

SPEC NOTE: If project requirements dictate a particular construction sequence, clearly define and specify each stage.

16. CONTRACTOR'S USE OF PREMISES

- .1 Contractor shall have [complete and exclusive] [partial] use of premises for performance of the Work.
- .2 Contractor shall limit his use of premises to the following areas:
 - .1 [].
 - .2 [].
- .3 Contractor shall limit his use of premises to allow for:
 - .1 User occupancy.
 - .2 Work of Other Contractors.
 - .3 Public use.
 - .4 [].

17. USER OCCUPANCY

- .1 User will occupy premises during entire construction period. Cooperate with the Province and user's representative to minimize conflict and to facilitate usage.
- .2 User will temporarily vacate portions of the premises to permit access to those areas for performance of the Work.

18. PARTIAL UTILIZATION

- .1 Schedule work to achieve **early** completion of the following to permit utilization prior to completion of entire Work:
 - .1 [].
 - .2 [].

SPEC NOTE: List designated areas or parts of the Work and any mandatory completion dates. Coordinate with Work Sequence clauses.

- .2 Upon occupancy Contractor shall provide:
 - .1 Access for user's personnel.
 - .2 Access for public.
 - .3 [].

Plan No:
Project ID:

.3 Upon occupancy user will provide:

- .1 [].
- .2 [].

SPEC NOTE: Be specific as to responsibility for insurance, maintenance, etc. and requirements related to partial release of holdback and commencement of warranty periods.

19. RESPONSIBILITY FOR EXISTING PROPERTY

SPEC NOTE: Use this article only on renovation projects.

- .1 Contractor shall assume responsibility for the care, custody and control of property which is assigned to him for performance of the Work.

SPEC NOTE: Use the above clause only on renovation projects where existing property will be placed entirely in the Contractor's care, eg. an entire building.

OR

- .1 Contractor shall assume responsibility for premises assigned to him for performance of the Work.

SPEC NOTE: Use the above clause only on renovation projects only where portions of the existing premises will be assigned to the Contractor.

- .2 Contractor shall assume responsibility for and shall make good damage to existing property attributable to performance of Work of this Contract.

END OF SECTION

Section Cover Page

2014-10-01

Section 01 11 05
Contract Time and Time Control

Use this Section to specify Contract Time and **extraordinary** time control provisions, normally when one or more of the following conditions exist:

- .1 Contract Time is too short to permit completion within the specified time without resorting to special measures.
- .2 Completion within the specified Contract Time is urgent and imperative for a specific reason or reasons.
- .3 The Crown will suffer loss or damages if the Work is not completed within the specified Contract Time.

This Section will normally **not** be required.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Specification Section Text:
 1. Related Requirements
 2. Definitions
 3. Contract Time
 4. Contract Urgency
 5. Time Control System
 6. Progress Acceleration
 7. Contract Stages, Completion Times, and Milestones

1. RELATED SECTIONS

SPEC NOTE: Include cross-references to Agreement Form and Supplementary Conditions only if liquidated damages or penalty/bonus provisions are specified in these Sections.

- | | | |
|----|---------------------------------|---------------------|
| .1 | Agreement Form: | Section 00 52 13. |
| .2 | Supplementary Conditions: | Section []. |
| .3 | Summary of Work: | Section 01 11 00. |
| .4 | Construction Schedules: | Section 01 32 16. |
| .5 | Network Analysis Schedules: | Section 01 32 17. |
| .6 | Contract Acceptance Procedures: | Section 01 77 20. |

2. DEFINITIONS

~~*SPEC NOTE: Include 2.1 only if reference to "Critical Products" is included elsewhere in this Section.*~~

- .1 Critical Product: a product whose delivery time is critical to the completion of one or more stages of the Work.

3. CONTRACT TIME

SPEC NOTE: Specify Contract Time in this Section instead of Section 01 11 00, when using this Section. Include a cross-reference to this Section in Section 01 11 00.

- .1 Time and all time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall perform work expeditiously and with adequate forces to:
- .1 attain completion of each stage of the Work or milestone, within the time specified therefor for completion of each stage or milestone,
 - .2 attain Interim Acceptance of the Work within the time specified ~~Contract Time,~~ and
 - .3 attain Practical Completion of the Work within the time specified.

~~.2 Date of commencement of the Contract shall be the date of issuance of the Letter of Acceptance.~~

~~.3 Upon receipt of Letter of Acceptance, promptly, and without undue delay, commence work at the Place of the Work.~~

OR

~~.3 Commence work at the Place of the Work by [].~~

OR

Comment [I1]: This conflicts with receiving the insurance and bonding requirements. Leesa

Comment [I2]: This should have the pre-requisite of Infra receiving insurance and bonding requirements. Leesa

~~.3 Commence work at the Place of the Work within [] Days after date of commencement of Contract.~~

~~.4 Attain Interim Acceptance of the Work within [] [months] [weeks] [Days] after date of commencement of Contract.~~

OR

~~.4 Attain Interim Acceptance of the Work by []:~~

SPEC NOTE: *Specify following clause only when appropriate and deemed necessary on complex projects where the Performance Testing subphase of Facility Start-Up is specified.*

.5 The Province's pre-planned activities, which will be performed during Performance Testing as specified in Section 01 91 01 Facility Start-Up Procedures, will take approximately [] [Days] [weeks] from date of Interim Acceptance of the Work, to complete.

4. CONTRACT URGENCY

.1 Attainment of contract stages, completion times, and milestones specified in any Article or schedule approved by the Province, including times for completion of contract stages established by Contractor, contract stages specified in Section 01 11 00, in the construction progress schedule specified in Section 01 32 16, Interim Acceptance of the Work, Practical Acceptance of the Work, within the specified time is urgent and imperative.

.2 If contract stages, completion times, and milestones specified in any Article or schedule approved by the Province, including times for completion of contract stages established by Contractor, contract stages specified in Section 01 11 00, and in the construction progress schedule specified in Section 01 32 16, Interim Acceptance of the Work, or Practical Completion of the Work is not attained within the specified ~~Contract~~ time, the Crown and the school jurisdiction will suffer loss or damages.

.3 Such damages may be suffered as a result of having to lease alternative space for students, transporting students to alternative locations, or having to incur other costs in making alternative arrangements to accommodate students, as well as incurring further extra costs.

5. TIME CONTROL SYSTEM

.1 Contractor shall provide and maintain a system of time control to identify, schedule and monitor activities related to progress of the Work.

.2 Time control system shall be based on construction progress schedules specified in Section 01 32 16 and herein ~~[network analysis schedules specified in Section 01 32 17].~~

- .3 Incorporate contract stages, completion times, and milestones specified herein, including times for completion of contract stages established by Contractor, contract stages specified in Section 01 11 00, and in the construction progress schedule specified in Section 01 32 16.
- .4 Times and dates for completion of contract stages shall, upon acceptance by the Province, form the basis for the time control system.

6. PROGRESS ACCELERATION

- .1 If, in the Province's opinion, the progress of the Work, or any stage or part thereof, is too slow to ensure attainment of any contract stages, completion times, milestones, Interim Acceptance of the Work, or Practical Completion of the Work within the time, the Contractor shall, upon written notification by the Province to do so, take such measures including, but not limited to, those specified in Agreement Form, Article 4., as are deemed necessary by the Province to accelerate progress to ensure attainment of the Work within the within the time specified in any Article or schedule agreed to by the Province.
- .2 The Contractor shall not be entitled to any extra payment for measures taken or to accelerate progress to ensure attainment of any contract stages, completion times, milestones, Interim Acceptance of the Work, or Practical Completion of the Work within the time specified in any Article or schedule agreed to by the Province.

7. BASELINE CONSTRUCTION SCHEDULE

- .1 The Contractor shall, in coordination with Section 01 32 16 and the Agreement Form:
 - .1 within ten (10) Working Days following the award of the Contract, prepare and submit to the Owner and the Consultant for their review and acceptance, a Construction Schedule that indicates the timing of the activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the dates set out for each contract stage, completion times, milestones, Interim Acceptance of the Work, and Practical Completion of the Work within the time set out therefore, and in accordance with the Contract Documents. Once accepted by the Owner and the Consultant, the Construction Schedule submitted by the Contractor shall become the **Baseline Construction Schedule**,
 - .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the Baseline Construction Schedule or any successor or revised schedule accepted in writing by the Province,
 - .3 monitor the progress of the Work on a weekly basis relative to the Baseline Construction Schedule, or any successor or revised schedule accepted in writing by the Province, update the schedule on a monthly basis and advise the Consultant and the Owner in writing of any variation from the Baseline Construction Schedule or slippage in the schedule;

- .4 provide all the required expertise and resources **without** change to the Contract Price if such expertise and resources are deemed necessary to meet the Baseline Construction Schedule or any successor or revised schedule accepted in writing by the Province; and
- .5 ensure that the Contract Price includes all costs required to phase or stage the Work.
- .2 If, at any time, it should appear to the Owner or the Consultant that the actual progress of the Work is behind the Baseline Construction Schedule or any successor or revised schedule accepted in writing by the Province or is likely to become behind the Baseline Construction Schedule or any successor or revised schedule accepted in writing by the Province, or if the Contractor has given notice of such to the Owner or the Consultant pursuant to Article 6.1, the Contractor shall, either at the request of the Owner or the Consultant, or following giving notice pursuant to Article 6.1, Progress Acceleration, take appropriate steps to cause the actual progress of the Work to conform to the Baseline Construction Schedule or any successor or revised schedule accepted in writing by the Province. Within five (5) calendar days of the request by the Owner or the Consultant or the notice being given pursuant to Article 6.1., the Contractor shall produce and present to the Owner and the Consultant a plan demonstrating how the Contractor will achieve the recovery of the Baseline Construction Schedule or any successor or revised schedule accepted in writing by the Province.

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7. CONTRACT STAGES, COMPLETION TIMES, AND MILESTONES

~~SPEC NOTE: Include this Schedule only if the intent is to specify intermediate completion times for various stages of the Work, rather than have these established by the Contractor. The following is provided as a general guide only. Edit to suit project requirements.~~

Stage	Time for Completion	Completion Milestone
Mobilization:	[Established by Contractor]	N/A
Preparation and review of submittals related to Critical Products:	[Established by Contractor]	Acceptance by the Province
Contractor takes custody of modular classroom units on the pick-up date:	[Established by Contractor]	Acceptance by the Province
Server Room complete and functional for SuperNet services connection:	[PROVINCE TO INSERT]	Acceptance by the Province
Access provided to school jurisdiction for commencing fit-up:	[PROVINCE TO INSERT]	Acceptance by the Province
[optional] Site Work complete:	[PROVINCE TO INSERT]	Interim Acceptance Letter Issued
Interim Acceptance of the Work:	[PROVINCE TO INSERT]	Interim Acceptance Letter Issued
Demolition of existing buildings complete:	[PROVINCE TO INSERT]	Practical Completion Letter Issued
Practical Completion of the Work:	[PROVINCE TO INSERT]	Practical Completion Letter Issued

END OF SECTION

1. RELATED SECTIONS

.1	Summary of Work (Contract Time):	Section 01 11 00.
.2	Summary of Work (Work sequence):	Section 01 11 00.
.3	Cash Allowances:	Section 01 21 13.
.4	Shop Drawings, Product Data and Samples:	Section 01 33 23.
.5	LEED Requirements	Section 01 35 18.
.6	Facility Start-Up Procedures:	Section 01 91 01.

2. CONSTRUCTION PROGRESS SCHEDULE

.1 Format of Schedule:

- .1 ~~The Baseline Construction Schedule set out in Section 01 11 05, any successor schedule approved in writing by the Province, and associated sub-schedules, shall be provided in Critical Path Method Format.~~
- .2 ~~The Baseline Construction Schedule and updates shall be prepared using a computer based project management software package acceptable to the Province.~~
- .3 ~~Include concise and accurate activity descriptions.~~
- .4 ~~Incorporate legends required to interpret symbols used.~~
- .5 ~~Incorporate appropriate time scales covering both calendar and Working Days, months, and years.~~
- .6 ~~As a minimum requirement, indicate the earliest start date, earliest finish date, and total Float for each activity. Clearly identify the Critical Path and first level sub-critical paths broken down by trade.~~

.2 Content of Schedule:

- .1 List and provide a separate bar for each activity.
- .2 Indicate ~~for each activity, the earliest start date, earliest finish date, and total Float.~~
- .3 Indicate projected percentage of completion for each activity as of first day of each month.
- .4 Provide a separate bar for each specified allowance. List each definable activity for each allowance. Include dates for receipt of documentation or information pertaining to work covered by allowances.
- .5 Include a separate bar, coordinated with subschedules, for Contractor Start-Up for:
 - .1 Each mechanical system specified in Division 20-25.
 - .2 Each electrical system specified in Division 26.
- .6 Include a milestone to mark commencement of Contractor Start-Up program.
- .7 Include separate bars for the Performance Testing and Fine Tuning subphases of Facility Start-Up.

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- .3 Progress Updates:
 - .1 Keep schedule on site and up-to-date for duration of Contract.
 - .2 Indicate actual progress of Work.
 - .3 Indicate major changes in scope.
 - .4 Progress updates are to be presented in comparison to the initial Baseline Construction Schedule.

- .4 Submissions:
 - .1 Within 15 Days after date of commencement of Contract, submit a copy of the Baseline Construction Schedule for the Province's review at the pre-construction meeting.
 - .2 The Contractor shall submit a schedule update with each monthly application for payment or as required by the Province.
 - ~~.1 In the event that the actual progress of the Work is behind, likely to be behind schedule, or is substantially different from the latest approved construction schedule the Contractor shall produce a recovery plan demonstrating how the Contractor will achieve the latest approved construction schedule.~~
 - ~~.3 The Contractor shall submit a cash flow forecast, outlining the expected monthly billings for the remainder of the Contract, with each monthly application for payment or as required by the Province.~~
 - ~~.1 The cash flow forecast must align with the latest approved construction schedule.~~

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3. SUB-SCHEDULES

- .1 Provide sub-schedules to define the following portions of prime Construction Progress Schedule in greater detail:
 - .1 Mechanical.
 - .2 Electrical.
 - .3 Contractor Start-Up.
- .2 Form of Subschedules: same as Construction Progress Schedule.
- .3 Content of Mechanical and Electrical Sub-schedules: same as Construction Progress Schedule, except more detailed.
- .4 Content of Contractor Start-up Sub-schedules:
 - .1 List and provide a parent bar for the following:
 - .1 Each mechanical system specified in Division 20-25.
 - .2 Each electrical system specified in Division 26.
 - .2 Include milestone dates for the completion of Construction Progress Schedule tasks which are linked to the start dates for Contractor Start-up tasks.

- .3 Group Contractor Start-up tasks by system and provide a separate bar for the one or more tasks within each of the following activities:
 - .1 Pre-start tests and inspections.
 - .2 Start-up procedures, including manufacturer's site services where required.
 - .3 Testing, adjusting and balancing.
 - .4 Preparation of reports.
 - .5 Province's review of systems and reports.
 - .6 Contract Deficiency correction.
- .4 Indicate start and completion dates for each activity.
- .5 Progress Revisions: same as Construction Progress Schedule. Confirm subschedules remain coordinated with Construction Progress Schedule.
- .6 Submissions: submit subschedules together with Construction Progress Schedule.

4. SUBMITTALS LIST

- .1 Prepare a submittals schedule that lists each element of Work for which submittals will be provided, and shop drawings, product data, LEED documentation, and samples are required, in addition to other submittals.
- .2 Indicate anticipated dates when the Province will receive each submittal from the Contractor.
- .3 Indicate dates by which each submittal must be reviewed or approved in order to maintain continued construction activity and progress of the Work.
- .3 Submit the Submittals Schedule for the Province's review within 15 days after date of commencement of Contract.
- .4 After review, the Province may require submission of additional information or request that some proposed submittals not be submitted. Submittals not requested may not be processed or reviewed by the Province.

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END OF SECTION

1. RELATED SECTIONS

.1	Cost Breakdown List	Section 01 29 70
.2	Construction Schedules	Section 01 32 16
.3	Shop Drawings, Product Data and Samples	Section 01 33 23
.4	Contractor Start-Up Report Forms	Section 01 33 35
.5	Products List	Section 01 62 35
.6	Closeout Procedures	Section 01 77 00
.7	Operation and Maintenance Data and Manuals	Section 01 78 23
.8	Spare Parts and Maintenance Materials	Section 01 78 43

2. WORKERS' COMPENSATION BOARD CERTIFICATE

- .1 Before commencement of activities at the Place of the Work, obtain and submit to the Province a certificate of an account with the Workers' Compensation Board.

3. CASH FLOW FORECAST

- .1 Before submission of the first application for payment submit to the Province, for approval, a draft cash flow forecast showing expected monthly application for payments for the duration of the Contract.
- .2 At a minimum the format of the cash flow forecast submission must include the original cash flow forecast, actual monthly application for payments, and updated forecasts for comparison.
- .3 Submit updated cash flow forecasts, reflecting any changes and coordinated with the approved construction schedule, with each monthly application for payment or as requested by the Province.
- .4 When the monthly actual cash flow forecast differs from the approved construction schedule, provide a recovery plan if requested by the Province, demonstrating how the Contractor will achieve the latest approved construction schedule as specified in Section 01 32 16 or Section 01 32 17, and in accordance with the Agreement Form, Article 4.

4. PHOTOGRAPHS

- .1 Provide progress photographs taken every two weeks.
- .2 Take progress photos from two separate viewpoints determined by the Province; of exterior until building is closed in and interior thereafter.
- .3 In addition, illustrate any special operation, phase of construction or special detail of unusual interest for record purposes.
- .4 Take photos of primary entrance at substantial completion.

- .5 Forward one clear digital photographs in .jpg format, 150 dpi resolution minimum, 3 MB maximum of each photograph along with monthly progress estimates. Provide the following information on each photograph:

Date:

Name of Contractor:

Name of Project:

Set Number:

- .6 On completion of building, provide a photograph of the completed project, taken from the best possible view point to show the completed project to its best advantage. Provide two 200 mm x 250 mm colour prints of the photograph.
- .7 All photographs will become the Province's property, to be used for whatever purposes the Province may desire.

END OF SECTION

Section Cover Page

2014-10-01

Section 01 77 20
Contract Acceptance Procedures

Use this Section when appropriate (normally on large, complex projects) to specify detailed administrative procedures and requirements for contract acceptance. Note that Section 01 77 00 - Contract Closeout contains "short form" contract acceptance procedures which may be more suitable for small and medium size projects. Always include this Section when Facility Start-Up procedures are specified in Section 01 91 01.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Data Sheet - General
- .3 Specification Section Text:
 1. Summary of Process
 2. Related Sections
 3. Partial Acceptance of Work
 4. Prerequisites to Interim Acceptance
 5. Inspection for Interim Acceptance
 6. Interim Acceptance of the Work
 7. Prerequisites to Practical Completion
 8. Inspection for Practical Completion
 9. Practical Completion of the Work
 10. Prerequisites to Final Acceptance
 11. Inspection for Final Acceptance
 12. Final Acceptance of the Work
 13. Prerequisites to Total Completion
 14. Inspection for Total Completion
 15. Total Completion of the Work

Data Sheet - General

2014-10-01

Section 01 77 20
Contract Acceptance Procedures

Edit text to suit project requirements.

Unless a Performance Testing subphase of Facility Start-Up is specified in Section 01 91 01, edit this Section to delete all references to 'Performance Testing' and 'Practical Completion of the Work', ie:

- .1 Delete 1.1.2 to 1.1.2.3 inclusive.
- .2 Delete reference to Practical Completion in 3.1.
- .3 Delete reference to Performance Testing in 4.1.14.
- .4 Delete articles 7., 8. and 9. in their entirety.

Text contains numerous cross-references to Sections which may or may not be used. Revise or delete all inapplicable cross-references.

This Section is intended for use in conjunction with the "mediumscope" Sections in the Basic Master Specification (01 74 23, 01 78 23, 01 78 39, 01 78 43 etc.) If it is used in conjunction with Section 01 77 00 - Contract Closeout, additional editing of both Sections is required for proper coordination.

END OF DATA SHEET

1. SUMMARY OF PROCESS

.1 A Contract acceptance process shall be used to facilitate the Province's acceptance of the Work. The process can be summarized as follows:

.1 Interim Acceptance of the Work:

- .1 Fulfillment of prerequisites to Interim Acceptance and substantial performance.
- .2 Inspection for Interim Acceptance and substantial performance.
- .3 Issuance of Letter of Interim Acceptance and certificate of substantial performance.

SPEC NOTE: Delete 'Practical Completion of the Work' (1.1.2 to 1.1.2.3 below) if not applicable. See Page 01.

.2 [Practical Completion of the Work:

- .1 Fulfillment of prerequisites to Practical Completion.
- .2 Inspection for Practical Completion.
- .3 Issuance of Letter of Practical Completion.]

.3 Final Acceptance of the Work:

- .1 Fulfillment of prerequisites to Final Acceptance.
- .2 Inspection for Final Acceptance.
- .3 Issuance of Letter of Final Acceptance.

.4 Total Completion of the Work:

- .1 Fulfillment of prerequisites to Total Completion.
- .2 Inspection for Total Completion.
- .3 Issuance of Letter of Total Completion.

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2. RELATED SECTIONS

- .1 Regulatory Requirements: Section 01 41 00.
- .2 Temporary Facilities and Controls: Section 01 50 00.
- .3 Final Cleaning: Section 01 74 23.
- .4 Operation and Maintenance Data: Section 01 78 23.
- .5 Project Record Documents: Section 01 78 39.
- .6 Spare Parts and Maintenance Materials: Section 01 78 43.
- .7 Equipment and Systems Demonstration and Instruction: Section 01 79 00.
- .8 Facility Start-Up Procedures: Section 01 91 01.
- .9 Starting of Equipment and Systems: Section 01 91 05.
- .10 Testing, Adjusting and Balancing: Section 01 91 10.

3. ~~PARTIAL ACCEPTANCE OF WORK THIS ARTICLE IS INTENTIONALLY LEFT BLANK.~~

~~SPEC NOTE: Delete reference to Practical Completion if not applicable. See Page 01.~~

~~.1 When partial utilization of the Work is required and Interim Acceptance, [Practical Completion,] Final Acceptance or Total Completion of part(s) of the Work is a condition of such partial utilization, the applicable requirements specified in this Section shall apply to the part(s) of the Work to be utilized.~~

4. PREREQUISITES TO INTERIM ACCEPTANCE AND SUBSTANTIAL PERFORMANCE

- .1 Prior to requesting the Province's inspection for Interim Acceptance, the Contractor shall ensure the Work is substantially performed as described in the *Builders' Lien Act* (Alberta) in the Contractors' opinion.
- .2 Prior to requesting the Province's inspection for Interim Acceptance, Contractor shall do the following for both the core school and modular classrooms, not necessarily in order listed:

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SPEC NOTE: Edit list of prerequisites to suit project requirements. Ensure that specified prerequisites will be enforceable.

- .1 [Perform Contractor Start-Up activities as specified in Section 01 91 01.]
- .2 Obtain and submit evidence of compliance with regulatory requirements as specified in Section 01 41 00, including the following:
 - .1 Occupancy permit(s).
 - .2 Inspection/operating certificates.

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Section 01 77 20
Contract Acceptance Procedures
Page 3

- .3 Remove from project site temporary facilities as specified in Section 01 50 00, along with construction tools, equipment, mock-ups and similar items.
- .4 Complete starting of systems and equipment as specified [in Section 01 91 05].
- .5 Complete testing, adjusting and balancing of systems and equipment as specified [in Section 01 91 10].
- .6 Complete equipment and systems demonstration and instruction as specified [in Section 01 79 00].
- .7 Complete final cleaning as specified in Section 01 74 23.
- .8 Submit project record documents as specified in Section 01 78 39.
- .9 [Submit LEED support documentation as described in Section 01 35 18.](#)
- .10 Submit operation and maintenance data as specified in Section 01 78 23.
- .11 Provide spare parts and maintenance materials as specified in Section 01 78 43.
- .12 Make final change-over of locks and transmit keys to the Province as specified in Section 08 70 00.
- .13 Complete installation of architectural finish items, including all mechanical and electrical covers and trims.
- .14 Ensure that all Contract Deficiencies which may affect operation of systems [or execution of Performance Testing program] have been corrected.
- .15 Ensure that the Work is complete and ready for use for the purpose intended.
- .16 Review Contract Documents and inspect Work to confirm that prerequisites to Interim Acceptance of Work have been fulfilled and that Work is ready for inspection for Interim Acceptance.

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Project ID:

5. INSPECTION FOR INTERIM ACCEPTANCE AND SUBSTANTIAL PERFORMANCE

- .1 Submit written request to the Province for inspection for Interim Acceptance of the Work ~~and verifying the certificate of Substantial Performance~~, certifying that prerequisites specified in Article 4. above have been fulfilled. ~~Unless prior written permission listing a specific exception was provided in advance by both the Province and the Consultant, the Contractor shall not request an Interim Acceptance inspection if there are known exceptions. and specifying known exceptions in the form of a list of items to be completed, corrected or submitted.~~
- .2 The Province will within a reasonable time after receipt of Contractor's request:
 - .1 proceed with inspection, or
 - .2 advise Contractor that prerequisites are not adequately fulfilled.
- .3 Results of the Province's inspection for Interim Acceptance will form initial Contract Deficiency list ~~and the Province may implement withholdings or take other measures permitted by the Contract.~~

6. INTERIM ACCEPTANCE AND SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Following inspection, the Province will:
 - .1 issue a Letter of Interim Acceptance stating effective date of Interim Acceptance of the Work, with a copy of the Contract Deficiency list attached thereto ~~and verify the certificate of Substantial Performance~~, or
 - .2 advise Contractor that prerequisites to Interim Acceptance and **Substantial Performance** are not fulfilled and repeat inspection ~~for Interim Acceptance~~ as necessary. Liquidated damages will be assessed if the Contractor does not attain **Interim Acceptance of the Work** on the date set out in the Agreement Form, Article 4.

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- .2 Upon issuance of Letter of Interim Acceptance and verifying the certificate of Substantial Performance, the Province will assume responsibility for care, custody and control of the Work, including responsibility for:
 - .1 Facility operation, including all systems and equipment.
 - .2 Maintenance.
 - .3 Security.
 - .4 Property insurance.
 - .5 Utility costs.
 - .6 [].

SPEC NOTE: Coordinate 6.2 with Section 01 11 00 when partial utilization of the Work is required.

7. PREREQUISITES TO PRACTICAL COMPLETION

SPEC NOTE: Delete this Article if not applicable. See Page 01.

- .1 The prerequisites to Practical Completion of the Work are:
 - .1 Interim Acceptance of the Work.
 - .2 Completion of Performance Testing activities by the Province and Contractor as specified in Section 01 91 01.
 - .3 Contract Deficiencies identified during Performance Testing and previously identified but outstanding Contract Deficiencies shall have been corrected by the Contractor or addressed and a course of action established by the Province.

8. INSPECTION FOR PRACTICAL COMPLETION

SPEC NOTE: Delete this Article if not applicable. See Page 01.

- .1 Submit written request to the Province for inspection for Practical Completion of the Work, including copy of the Province's most recent Contract Deficiency list, and certifying that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between the Province and Contractor. List known exceptions, if any, in request.
- .2 The Province will within a reasonable time after receipt of Contractor's request:
 - .1 proceed with inspection, or
 - .2 advise Contractor that prerequisites are not adequately fulfilled.

9. PRACTICAL COMPLETION OF THE WORK

SPEC NOTE: Delete this Article if not applicable. See Page 01.

- .1 Following inspection, the Province will:
 - .1 issue a Letter of Practical Completion stating effective date of Practical Completion of the Work, with a copy of the Contract Deficiency list attached thereto, or
 - .2 advise Contractor that prerequisites to Practical Completion are not fulfilled and repeat inspection for Practical Completion as necessary.
- .2 Upon issuance of Letter of Practical Completion, user occupancy or utilization may commence.

10. PREREQUISITES TO FINAL ACCEPTANCE

- .1 Prior to requesting the Province's inspection for Final Acceptance, Contractor shall do the following:
 - .1 [Ensure that Letter of Practical Completion has been issued by the Province and perform Fine Tuning activities as specified in Section 01 91 01.]
 - .2 Ensure that the entire Work, including the correction of all Contract Deficiencies, except those items arising from the warranty provisions of the Contract Documents, has been performed to the requirements of the Contract Documents.
 - .3 Review Contract Documents and inspect Work to confirm that prerequisites for Final Acceptance of Work have been met and that Work is ready for inspection for Final Acceptance.

11. INSPECTION FOR FINAL ACCEPTANCE

- .1 Submit written request to the Province for inspection for Final Acceptance of the Work, including copy of the Province's most recent Contract Deficiency list, and certifying that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between the Province and Contractor. List known exceptions, if any, in request.
- .2 The Province will within a reasonable time after receipt of Contractor's request:
 - .1 proceed with inspection, or
 - .2 advise Contractor that prerequisites are not adequately fulfilled.

12. FINAL ACCEPTANCE OF THE WORK

- .1 Following inspection, the Province will:
 - .1 issue a Letter of Final Acceptance, stating effective date of Final Acceptance of Work, or
 - .2 advise Contractor of Contract Deficiencies which must be corrected prior to issuance of Letter of Final Acceptance.

13. PREREQUISITES TO TOTAL COMPLETION

- .1 The prerequisites to Total Completion of the Work are:
 - .1 Final Acceptance of the Work.
 - .2 Expiry of one year warranty period, excluding extended warranties, if any.
 - .3 Items arising from the one year warranty period required by the Contract Documents shall have been corrected by the Contractor.

14. INSPECTION FOR TOTAL COMPLETION

- .1 Just prior to end of one year warranty period, the Province will conduct an inspection for Total Completion.

15. TOTAL COMPLETION OF THE WORK

- .1 Following inspection, the Province will:
 - .1 issue a Letter of Total Completion, or
 - .2 advise Contractor of items which must be corrected prior to issuance of Letter of Total Completion.

END OF SECTION