**CIVIL WORKS MASTER SPECIFICATION**

**Division 00**

**Instructions to Specification Writers**

**Alberta Transportation**

Use this section to prepare the cover and title pages for Volume 1 and Volume 2 (if applicable) of the Bid Documents.

Edit the cover and title page text to suit the contract requirements.

Refer to the Data Sheet – Sample Cover for Volume 1, Data Sheet – Sample Title Page for Volume 1, Data Sheet – Sample Cover for Volume 2 and Data Sheet – Sample Table of Contents for Volume 2.

**Cover for Volume 1**

The cover contains information that will be photocopied on to the standard Alberta Transportation pre-printed card stock cover.

Insert the required project information. Do not deviate from the format provided, including font sizes and bold fonts where indicated. Not all identification numbers will be applicable on all contracts. Delete those that do not apply.

**Title Page for Volume 1**

The title page is the first page after the cover for Volume 1. Insert the following information in the format provided:

.1 Project information and applicable identification numbers, same as on the cover.

.2 Name and address, **but not** the telephone/fax number, of the prime consultant.

**Cover for Volume 2** (or whichever Volume contains contract information)

The cover contains information that will be photocopied on to the standard Alberta Transportation pre-printed card stock cover.

The cover is a shortened version of the cover of Volume 1, copy only the tender number and title of the contract from Volume 1.

**Table of Contents for Volume 2 (or whichever Volume contains contract information)**

Provide a table of contents for the contract information bound in Volume 2.

**END OF COVER SHEET**

Use this section to prepare the table of contents for the Contract Documents.

This section does **not** contain a list of contents of the entire Civil Works Master Specification. Refer to www.transportation.alberta.ca for a comprehensive list of the contents of the Civil Works Master Specification.

Prepare the table of contents listing all the specification sections, detail drawings, schedules and other documents contained in the Specifications. Indicate the total number of pages in each section.

The maximum practical number of pages for a single volume is 800 pages (400 sheets). If more than one volume is necessary:

.1 divide the Specifications into separate volumes in a logical manner,

.2 include a complete table of contents in each volume, and

.3 indicate the contents of each volume by including the "Separate Volumes" wording on page 1.

Do not include Section 00015 – Advertisement for Bids in the table of contents or in the Contract Documents.

Normally, the Addenda is not listed in the Table of Contents of the Bid Documents. It may be listed when a contract is formed and addenda are inserted in the bound Contract Documents.

Edit this section to suit the contract requirements

**END OF COVER SHEET**

Use this section to list the Drawings in the Contract Documents.

**END OF COVER SHEET**

Use this section to provide information for the media advertisement which will be completed by Alberta Transportation.

Refer to the Data Sheet – Editing Media Advertisement, the Data Sheet – Media Advertisement Information, the Data Sheet – Sample Media Advertisement and the Data Sheet – List of GSINS.

Co-ordinate this section with Section 00001 – Cover and Title Pages, Section 00200 – Instructions to Bidders and Section 00250 – Pre-Bid Meeting.

Do not include this section or its data sheets in Section 00010 – Table of Contents.

**END OF COVER SHEET**

Use this section to specify the requirements for preparing and submitting a bid and the forms to be used and to outline the administrative process.

| **Heading of Specification Text** | **Specification Note** |
| --- | --- |
| 1. Bid Submission   .5 | Obtain the Tender No. and the date of closing from the TRANS Project Manager. |
| 1. Summary   .1 | Use the same information as was used for the cover of the Bid Documents. |
| 1. Department Name Change |  |
| 4. [Invitation to Bid] | Include this clause when bidding is limited to specifically invited Bidders. |
| 5. [Basis of Bid – Stipulated Price]  6. [Basis of Bid – Unit Price] |  |
| 7. Sufficiency of Bid |  |
| 8. Bid Documents  .1 | Edit this list as required. |
| 9. Bid Form |  |
| 10. Bid Form Supplements | Discuss with the TRANS Project Manager as to the use of a List of Subcontractors. |
| 11. Bid Modifications  3.2 | Edit the form as required. |
| 12. Bid Withdrawal and Acceptance |  |
| 13. Bid Opening |  |
| 14. Irregularities |  |
| 15. Safety Prequalification |  |
| 16. Availability of Bid Documents  [.1]  .2  .4, .5 | Review with the TRANS Project Manager to provide:  1. an electronic copy of the Bid Documents in Abode Acrobat for publishing on COOLNet,  2. a paper copy of the Bid Documents including 11” x 17” or A3 size drawings to be sold for $35 to Bidders,  3. a set of 24” x 30” or A1 size drawings to be sold for $45 to Bidders.  Include and edit as required.  Edit as required.  Edit as required. |
| 17. GST Excluded | Edit as required. |
| 18. Examination of Bid Documents  and the Site  .5 | Edit as required |
| 19. [Pre-Bid Meeting  and Site Inspection –  Mandatory Attendance] | There are disadvantages to a mandatory pre-bid meeting including the risk of delay in the acceptance of a bid because of a dispute regarding the rejection of another bid due to non attendance. Obtain the TRANS Project Manager’s approval to include this clause.  Edit as required. |
| 20. Bid Security |  |
| 21. Contract Performance Security |  |
|  |  |
| 22. Security for Payment of Claims |  |
| 23. Allowances |  |
| 24. Product Options and Substitutions |  |
| 25. Agreement |  |
| 26. Division of Work |  |
| 27. Conflicts of Interest |  |
| 1. Interpretation and Modification of   Bid Documents |  |
| 29. Addenda  [.2] | Ensure there is sufficient time left in the bid period for Bidders to receive and adjust their bid before closing time.  Include if required. |
| 30. Freedom of Information and Protection  of Privacy Act |  |
| 31. Inquiries | To provide a “single window” approach, all inquiries will be directed to the person designated on the cover of the Bid Documents. |

**END OF COVER SHEET**

Use this section to specify bid security. The purpose of bid security is to ensure that a Bidder whose bid is accepted will enter into a formal contract, as failure to do so will result in forfeiture of the bid security.

Specify bid security in conjunction with contract performance security i.e., do not specify one without the other.

For contracts estimated to cost less than $100,000, consult with the Alberta TransportationProject Manager as to the need for bid and contract performance security.

|  |  |
| --- | --- |
| **Heading of Specification Test** | **Specification Note** |
| 1. Type and Amount of Bid Security |  |
| 2. Bid Bonds |  |
| 3. Certified Cheques, Bank Drafts and  Money Orders |  |
| 4. Default by Bidder |  |

**END OF COVER SHEET**

Use this section to specify a meeting with all prospective bidders, held on the Site or elsewhere, or for an on-site pre-bid meeting combined with a site inspection. Attendance may be specified as mandatory or non-mandatory.

Specify mandatory attendance only if, due to the nature of the Work or existing conditions, attendance is deemed essential in order for Bidders to submit realistic bids. Obtain the Alberta TransportationProject Manager’s approval to include this option, as rejection of a bid for non-attendance may cause delay in the acceptance of another bid. Note that the intentional use of the word "will" (rather than "may") in reference to bid rejection means that bids from Bidders who did not attend must be rejected -- it is not discretionary.

Bidders must confirm their attendance at a mandatory pre-bid meeting by submitting a signed Form 00250A with their bid. Form 00250A must be signed by the Bidder's representative attending the pre-bid meeting and the Minister’s representative.

Refer to the Data Sheet – Sample Agenda for Pre-Bid meeting and to Form 00250A, appended to this section.

|  |  |
| --- | --- |
| **Heading of Specification Test** | **Specification Note** |
| 1. [Pre-Bid Meeting and Site Inspection]  .1, .4, .6 | Use this clause option when attendance is not mandatory.  Edit as required. |
| 1. [Pre-Bid Meeting and Site Inspection  – Mandatory Attendance]  .1, .3, .6 | Use this clause option when attendance is mandatory.  Edit as required |

**END OF COVER SHEET**

SOUTH HEART RIVER PROJECT

Dam 1 & Dam 2 And Winagami Outlet Rehabilitation

Contract No.: SH-01-02

PRE-BID MEETING AND SITE INSPECTION

Location: Provincial Building, High Prairie

**10:00 am, June 28, 2001**

**AGENDA**

1. Introduction of government and consultant staff [ ]

2. Project overview [Consultant]

3. Instructions to bidders [ ]

4. General Requirements [ ]

5. Site tour safety [Consultant]

6. Site tour itinerary [Consultant]

Site 1

* Dam 1 and Dam 2
* Cofferdams
* Low Level Outlet
* Conduit Outlet
* Old Spillway (Demolition)
* Existing Control Building
* Stockpiles/Waste Areas

Site 2

* Winagami Outlet
* Old Winagami Outlet (Demolition)
* Borrow and Waste Areas

7. Questions [ ]

8. Site Tour Site 1: 11:45 am [Consultant]

Site 2: 1:15 pm [Consultant]

Comments:

**No information provided by the Minister at the Pre‑Bid meeting and site inspection shall be binding, unless such information is included in an addendum.**

**END OF DATA SHEETS**

Use this section to identify Information Documents for the Contract, and to specify which information will be incorporated into the Bid Documents as Contract Information Documents.

Refer to the Data Sheet – Definitions, and the Data Sheet – Sources of Information Documents.

|  |  |
| --- | --- |
| **Heading of Specification Text** | **Specification Note** |
| 1. Contract Information Documents |  |
| 2. Information Prepared for the Minister |  |
| 3. Other Information Documents. |  |
| 1. List of Contract Information Documents | Edit as required |
| 5. [List of Other Information Documents] | Edit as required |
| [6]. [Access to Information Documents] | Edit as required |

**END OF COVER SHEET**

This section is based on the following principles:

.1 The Minister will disclose all available project information that may be material to a Bidder in assessing the Work during the bid period. The two classes of information are (1) Contract Information Documents containing factual information and (2) Other Information Documents. (This may be a few pages as for a small new building, or may fill a small room as on a major earthwork project. Refer to the Data Sheet – Sources of Information Documents.)

.2 Bidders are entitled to rely on the factual information that is the product of investigations and studies at the Site or laboratory samples taken from the Site, and specifically incorporated into the Contract Documents. Should factual information in the Contract Information Documents that was relied upon prove to be incorrect, such that the basis of the Contract is changed, the Contractor may have a valid claim for additional costs or time, subject to Section 00725 - General Conditions.

.3 There should be an equitable sharing of risk between the Minister and the Contractor, and it should be possible to determine the probability of the risk occurring so that it may be suitably priced.

Choosing Contract Information Documents:

.1 The class of an information document will depend primarily upon the extent to which the information is **believed to be correct by the Minister**, and has been relied upon in the development of the design and specifications, and the risk allocation regime adopted for the Contract.

.2 A Contract Information Document such as a geotechnical report with soils logs and other data, will contain factual information, as well as the opinions and interpretations of the information by technical experts. The Bidder is entitled to rely on the factual information, but not on the opinions and interpretations. A soils report prepared many years ago, possibly by others, not used for design, and not considered reliable could only be classified as an Other Information Document. However, both may be material to a Bidder and will be listed in this section.

.3 Contract Information Documents should not contain disclaimer statements that are contradictory to the definition of Contract Information Documents. Discuss any concerns with the Alberta Transportation Project Manager.

Contract Information Documents:

.1 may be bound in a separate volume and issued to Bidders,

.2 may be bound at the back of the Specifications and identified as an appendix in the Table of Contents,

.3 may be appended immediately after this section when they consist of 9 pages or less,

.4 may be available for viewing at a designated location, or

.5 any reasonable combination of these.

Other Information Documents (i.e. documents **not** **incorporated** into the Contract) should not be issued with the Bid Documents and should only be available for viewing at a designated location.

Viewing by Bidders at a designated location must be monitored and logged, indicating, for each person viewing the documents their name, affiliation, date and duration of viewing. Preferably, if practicable, all documents should be available at a single location.

Refer to the Data Sheet – Sources of Information to identify Information Documents.

**END OF DEFINITIONS**

.1 Design information:

‑ feasibility reports, planning reports

‑ preliminary schedules

.2 Site information:

‑ topographical data

‑ surveys and maps

- geotechnical reports and stratigraphic drawings (a typical note used on stratigraphic drawings is **“The information provided in these drawings represents a condensed summary of the more detailed drill hole and testpit logs which are provided under separate cover. In the event of an omission or discrepancy between the information presented on these drawings and the detailed logs, the detailed logs shall govern.")**

‑ test blast reports

‑ photographs

.3 Existing facilities or structures information:

‑ record documents; e.g., drawings and specifications

- photographs

* inspection reports
* structures; e.g., foundation, superstructure
* materials and systems; e.g., roofing, masonry
* hazardous materials

.4 Climatological information from a local weather office or library.

.5 Other contracts and assignable contracts:

- copies of bid documents and addenda for the contracts that affect this contract.

.6 Pre-qualification of subcontractors’ and suppliers’ information:

- copies of RFQ documents and addenda and, with their written permission, the responses of the successful companies. (Refer to FOIPP rules)

.7 Regulatory information:

‑ development permit

‑ environmental permits

- other regulatory approvals

.8 Legal agreements:

- leases, land use and access agreements

**END OF DATA SHEETS**

Use this section for Stipulated Price Bids only.

Refer to Section 00210 – Bid Security, Section 00250 – Pre-Bid Meeting, Section 00440 – List of Subcontractors and Cost Breakdown, Section 01118 – Assignable Contract and Section 01210 – Allowances.

Edit clauses 1., 4., 5., 6.2, 6.3, and 6.4 as required. Locate all parts of the Execution clause on the same page: do not divide on separate pages.

**END OF COVER SHEET**

Use this section for bids that require a Schedule of Prices. This section must be used with Section 00431 - Schedule of Prices. The Bid Form and the Schedule of Prices complement each other and should be read in conjunction with each other.

Refer to Section 00431 – Schedule of Prices, Section 00210 – Bid Security, Section 00250 – Pre-Bid Meeting, Section 00441 – List of Subcontractors and Section 01118 – Assignable Contracts.

Edit clauses 1., 6., 7.3 and 7.4 as required.

**END OF COVER SHEET**

Use this section to develop the Schedule of Prices. This section must be used with Section 00425 - Unit Price Bid Form and Section 01280 – Measurement Schedule. These sections complement each other and should be read in conjunction with each other.

Refer to the Data Sheet – Purpose and Use of Schedule of Prices, the Data Sheet – Preparation of Schedule of Prices and the Data Sheet – Sample Schedule of Prices.

Allowances: Discuss the use of allowances with the **TRANS** Project Manager and refer to Section 01210 – Allowances. Allowances are used for specific purposes and are not to be used for general contingencies. Payment for changes in the work or additional work are made under Section 01250 – Changes in the Contract.

Edit the schedule to suit the contract requirements.

**END OF COVER SHEET**

The principal purposes of a Schedule of Prices are:

.1 to provide information on the quantities of work to enable bids to be prepared efficiently and accurately, and

.2 to provide a basis for payment to the Contractor.

In order to attain these objectives, work should be itemized in the Schedule of Prices in such a way that it is possible to distinguish between the different classes of work, and between work of the same class carried out in different locations or in any other circumstances that may give rise to different pricing, e.g., where the cost of the work is more directly related to the time used for equipment and labour required, rather than the quantity of materials.

The Schedule of Prices must follow the same structure that is used for the Measurement Schedule as specified in Section 01280 – Measurement Schedule. This schedule outlines the items of work that are to be measured for payment and the basis for making payment. The items of work specified must cover all of the work required under the Contract.

The completed Schedule of Prices is also the basis for financial management of the Department’s interests in the Contract and, along with the Specifications, is the central administrative document for the Contract.

As a Bid Document, the Schedule of Prices provides the basis of the Bid. For this reason, it must accurately indicate the true nature of the Work in order to permit accurate estimating and apportionment of costs.

The quantities listed for the various items of work should be the best estimates reasonably attainable based on current information and should not contain any allowance for contingency purposes.

As a Contract Document, the Schedule of Prices provides the basis for valuing executed work and, in addition, is used in the assessment of changes in the Work and may be used as a basis for valuing changes.

**END OF PURPOSE AND USE OF SCHEDULE OF PRICES**

Refer to the Data Sheet – Sample Schedule of Prices for clarification of the following items:

**Reference Information**

.1 The "Item No.", "Item Name", and "Section" information must be identical to the number, name, and section used in Section 01280 - Measurement Schedule. Data from these columns in the Measurement Schedule, can be pasted electronically into the Schedule of Prices.

"Item No." Column:  Assign a whole number to each pay item.

"Item Name" Column:

.1 Name each item using only as much detail as is necessary to distinguish items from each other. Use the exact same terminology as used in the Specifications. Avoid wordy descriptions that may contradict the scope description or Specifications.

.2 Do not repeat specification requirements; do not specify scope or measurement provisions in the Schedule of Prices.

"Section" Column: Identify the number of the Specifications section in which the item is specified. This section reference is used as a guide and is not to be considered as modifying the scope of payment. While the section may contain the primary requirements, other requirements may be specified in related sections, and more than one work item may be specified in a single section.

**Payment Information**

“Unit Column”**:**  Specify units of measurement for each item of work. See Section 01280 - Measurement Schedule.

“Estimated Quantity Column”:  Specify estimated quantities numerically. Specify "Lump Sum" or "Allowance" where applicable.

“Unit Price Column”:  Provide blank lines and "$" signs for Unit Prices. Specify the words "Lump Sum" or "Allowance" where applicable.

"Extended Amount Column”:  Provide blank lines and "$" signs for Unit Prices and "Lump Sum" items. Insert the dollar value of the allowance amount calculated from Section 01210 - Allowances.

**Page Totals:**Number pages sequentially and provide for the totaling of each page.

**Summary:**  Always include the "Summary" on a separate page at the end of the schedule. See the schedule sample.

**END OF PREPARATION OF SCHEDULE OF PRICES**

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| --- | --- | --- | --- | --- | --- | --- |
| **ITEM**  **NO.** | **ITEM NAME** | **SECTION** | **UNIT** | **ESTIMATED**  **QUANTITY** | **UNIT**  **PRICE** | **EXTENDED**  **AMOUNT** |
|  | **GENERAL REQUIREMENTS** |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1 | [Allowance:  Unforeseen Work] | [01210] | [allow-  ance] | [allow-  ance] | [allow-  ance] | [$X,XXX.00] |
|  |  |  |  |  |  |  |
| 2 | Mobilization and  Demobilization | 01026 | lump  sum | lump  sum | lump  sum | $ |
|  |  |  |  |  |  |  |
|  | **SITEWORK** |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 3 | 75 mm Diameter Holes | 02180 | m | XX,XXX | $ | $ |
|  |  |  |  |  |  |  |
| 4 | Zone 5A Granular Fill | 02250 | m3 | XX,XXX | $ | $ |
|  |  |  |  |  |  |  |
|  | **Concrete** |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 5 | Concrete Work | 03300 | m3 | XX,XXX | $ | $ |
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| 6 | **ETC.** |  |  |  |  |  |
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| --- |
| Page [   ] Total, to Summary  $ |

**SUMMARY**

1. Page 2, Total .................................. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Page [    ], Total ............................. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL AMOUNT OF BID: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sum of extended amounts of all Unit Prices,

Lump Sums and Allowances)

**END OF DATA SHEETS**

Use this section for Stipulated Price bids where a list of subcontractors, sub-subcontractors, suppliers and the bidder’s own forces work, along with an itemized cost breakdown is required. Discuss the use of this section with the Alberta Transportation Project Manager.

**Do not use** this section when a Schedule of Prices is used.

The list is based on the divisional breakdown of the Specifications and provides coverage for a representative water resources related civil works project.

Edit the list to suit the contract requirements. Always start the "List of Subcontractors and Cost Breakdown", clause 6. on page 3; never on page 2. Start "Allowances", clause 7. or "Miscellaneous Items of Work" clause 8. at the top of a new page, unless this results in only a few lines at the top of the previous page.

**END OF COVER SHEET**

Use this section where a list of subcontractors, suppliers and the bidder's own forces is required. Discuss the use of this section with the Alberta Transportation Project Manager.

Refer to Data Sheet – Sample List of Subcontractors. This list is based on the divisional breakdown of the Specifications and provides coverage for a representative water resources related civil works project.

Edit the list to suit the contract requirements. Always start the "List of Subcontractors” on page 2; never on page 1.

**END OF COVER SHEET**

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| --- | --- | --- | --- |
| **Division 2** | |  |  |
|  | Demolition |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Structure Moving |  |  |
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|  | Site Clearing |  |  |
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|  | Dewatering |  |  |
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|  | Cofferdams |  |  |
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|  |  |  |  |
|  | Earthwork Hauling |  |  |
|  | [and Stockpiling] |  |  |
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|  | Excavation |  |  |
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|  | Blasting |  |  |
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|  | Drilling and Grouting |  |  |
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|  | Filling and Compaction |  |  |
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|  | Geotextiles |  |  |
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|  | Tunneling |  |  |
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|  | Piling |  |  |
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|  | Asphalt Paving |  |  |
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|  | Chain Link Fencing |  |  |
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| **Division 3** | |  |  |
|  | Cast-in-Place Concrete |  |  |
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|  |  |  |  |
|  | Cast-in-Place |  |  |
|  | Concrete Formwork |  |  |
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|  | Supply of |  |  |
|  | Reinforcing Steel |  |  |
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|  | Placement of |  |  |
|  | Reinforcing Steel |  |  |
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|  | Pre-Cast Concrete |  |  |
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| **Division 4** | |  |  |
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| **Division 5** | |  |  |
|  | Structural Steel |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Miscellaneous Steel |  |  |
|  |  |  |  |
|  |  |  |  |
|  | [Hydraulic Metal |  |  |
|  | Fabrications] |  |  |
|  | [Penstocks, Bulkheads] |  |  |

**END OF DATA SHEETS**

This section contains the Agreement Form of the Contract Documents. The Agreement Form is the legal instrument which, subsequent to contract award, is filled in and signed by the Minister and the Contractor, and formalizes the agreement between the two parties.

Refer to Data Sheet- Contract Assignment.

Editing: Use the Agreement Form as is; do not modify it in any way, except as indicated in the data sheet.

**END OF COVER SHEET**

Refer to Section 01116 – Contract Assignment.

In some cases a contract is to be assigned by the Minister to another contractor. This becomes an important and fundamental condition of the Contract which needs to be addressed in the Agreement Form.

The wording provided below explicitly reserves the Minister's right to assign the Contract and requires the Contractor to execute a separate "Assignment and Novation Agreement" that will implement the assignment.

Modify the Agreement Form for contracts that are intended to be assigned to another contractor, by including the following additional clause:

**11. CONTRACT ASSIGNMENT**

The parties agree that the Minister may, at any time, assign the Contract to any person, firm or corporation (hereinafter called the 'Assignee') selected by the Minister. The Contractor shall, upon notification by the Minister of the selection of the Assignee,

.1 consent to the assignment and accept the Assignee in all respects as the other party to the Contract in substitution for the Minister,

.2 release the Minister from all claims, demands, actions, suits, proceedings, damages, liabilities, duties, obligations, costs and expenses of every kind and nature whatsoever, arising or that may have already arisen or been incurred out of or in relation to the Contract, and

.3 covenant with the Assignee that the Contractor will perform the Work required by the Contract Documents and will fulfill, observe and perform all the stipulations on the part of the Contractor contained therein,

by executing and delivering to the Minister, an assignment and novation agreement in the form of the Assignment and Novation Agreement comprising Document 00535 of the Contract Documents.

Do **not** include the above clause in the Agreement Form for contracts that are intended to **assume** an assignable contract.

**END OF DATA SHEET**

This section contains terms and definitions applicable to the Contract Documents as well as requirements concerning the interpretation of the Contract.

Editing: Use this section as is; do not modify it in any way.

**Heading of Specification Text Specification Notes**

1. Definitions

2. Interpretations

**END OF COVER SHEET**

Use this section to specify contract performance security. Alberta Transportation policy is to require contract performance security, in the manner specified in this section, when the estimated cost of the contract is over $100,000.

Editing: Use this section as is; do not modify it in any way.

**Heading of Specification Text Specification Note**

1. Type and Amount of Security

2. Surety Bond

**END OF COVER SHEET**

Use this section to specify the use of a letter of credit instead of the holdback specified in

Section 00630 – Payment Conditions, clause 5. – Holdback. The form of the letter of credit is appended to this section. Editing: Use this section as is; do not modify it in any way.

**Heading of Specification Text Specification Note**

1. Letter of Credit in lieu of holdback

2. Letter of Credit

3. Amendments to Letter of Credit

4. Drawing funds on Letter of Credit

**END OF COVER SHEET**

Use this section to specify security for payment of third party labour and material claims. Alberta Transportation policy is to require security for payment of claims in the manner specified in this section, when the estimated cost of the contract is over $100,000.

The form of the Labour and Material Payment Bond required is appended to this section. Editing: Use this section as is; do not modify it in any way.

**Heading of Specification Text Specification Notes**

1. Type and Amount of Security

2. Surety Bond

**END OF COVER SHEET**

Use this section to specify insurance conditions.

Refer to the Data Sheet – Specifying Contract Requirements

Editing: Use this section as is; do not modify it in any way, except as indicated in the data sheet.

**Heading of Specification Test Specification Notes**

1. Related Requirements

2. General Requirements for Insurance

3. General Liability Insurance

4. Automobile Liability Insurance

5. Aircraft and Watercraft Liability Insurance

6. Course of Construction and Boiler Insurance

7. Other Insurance

**END OF COVER SHEET**

**Special Requirements**: This section is intended for use on civil engineering construction projects where "standard" insurance requirements apply. If there are special requirements, modification of the text may be necessary. Refer to Section 00801 – Supplementary Conditions Section 00625 – Insurance Conditions.

Special requirements may be necessitated by the following:

.1 Marine work.

.2 Building or structure moving or raising.

.3 Multiple contract projects where an owner controlled insurance program may be appropriate.

.4 Risk of flood.

.5 Risk of earthquake.

.6 Additional requirements for proof of coverage.

.7 A need to reduce the dollar amount of property insurance coverage.

**Certificate of Insurance**: Clause 2.7 of this section requires the Contractor to submit proof of insurance in the form of completed Alberta Transportation Certificates of Insurance appended to this section.

.1 Document 00625A - Certificate of Liability Insurance

.2 Document 00625B - Certificate of Property Insurance

These certificate forms are normally provided to the Contractor with the Letter of Acceptance.

**END OF DATA SHEETS**

Use this section to specify Payment Conditions.

This section requires the Contractor to submit a statutory declaration in the form of

Document 00630A – Statutory Declaration of Payment Distribution appended to this section.

Use this section in conjunction with Section 00431 – Schedule of Prices, Section 00725 – Payment Condition, Section 01275 – Measurement Rules, Section 01280 – Measurement Schedule

Editing: Use this section as is; do not modify it in any way.

**Heading of Specification Text Specification Notes**

1. Federal Goods and Services Tax

2. Basis of Payment

3. Measurement for Payment

4. Progress Payments

5. Holdback

6. Payment After Substantial Performance

7. Final Payment

8. Minister's Liability

9. Delay in Making Payment

10. Right of Set-Off

11. Deductions from Payments

12. Withholding of Payment

13. Title to and Acceptance of Work

**END OF COVER SHEET**

Use this section on all projects that are subject to the Public Works Act.

This section provides for the use by third parties of a Statement of Public Works Act Claim. This statement is appended to this section.

Editing: Use this section as is; do not modify in any way.

**Heading of Specification Text Specification Note**

1. General

2. Posting of Claims Information

3. Claims Procedure

4. Extract from Public Works Act

**END OF COVER SHEET**

This section includes the general conditions of the Contract.

Refer to the Data Sheet – Discussion of Specific Clauses of General Conditions.

Editing: Use this section as is; do not modify it in any way. If circumstances exist that warrant a modification, discuss with the Alberta Transportation Project Manager. Changes to the General Conditions can only be made by using Section 00803 – Supplementary Conditions, Section 00725 – General Conditions.

**Heading of Specification Text Specification**

See Page 1 and Page 2 of the

General Conditions

**END OF COVER SHEET**

**Extension of Contract Time**: Clause 6.4 permits the Contractor to claim for an extension of the Contract Time; the Minister is required to make a determination in this regard. Some important considerations are as follows:

.1 A prompt decision by the Minister is necessary, assuming that all pertinent information is available.

.2 An extension should be based on a justifiable delay in the critical path of the

Contractor’s work schedule.

.3 The Minister may give an interim extension. Once given, the time period granted cannot be reduced.

**Damages for Delay**: Clause 6.13 provides for recovery by the Minister from the Contractor of any loss or damage suffered by the Crown due to the Contractor's failure to attain Substantial Performance of the Work on time. Damages are ascertained after the fact. In certain circumstances, it may be deemed more appropriate to specify liquidated damages, i.e. to specify a reasonable pre-estimate of some of the losses or damages that would be incurred. If liquidated damages are to be specified, the losses or damages to be liquidated or defined are done so in a Supplementary Condition. The pre-estimate must be documented to be enforceable.

**Warranty**: Clause 7. provides for a 1 year warranty on all Work, and allows for any extended warranties that may be specified in the technical specifications. Warranty periods commence on the date of Substantial Performance of the Work. In exceptional circumstances alternative warranty provisions may be worth considering. An example is to relate the warranty of spillway gates to the date when the reservoir reaches its full storage capacity; in such a situation the warranty period may be extended for a period of time after this occurrence. Note that risk and cost should be carefully considered before making such modifications. Consider also the implications for any performance bonding: under the standard bond form a suit must be instituted within 2 years after the due date of the final payment under the Contract. If other warranty provisions are to be specified, the clause must be modified by a Supplementary Condition.

**Changes and Variations**: Clause 8. allows the Minister to make changes and instruct the Contractor to carry out those changes. Changes in the work should be specified as completely as if they were part of the original Specifications. It must be possible to accurately determine the cost of the change as well as the impact to any of the original work and time schedule. The work included in any quoted price should be described as completely as if it was part of the original Measurement Schedule.

Quantity Variations: Clause 8.5 allows the Minister and the Contractor to negotiate new unit prices for quantities that exceed the estimated quantities listed in Section 00431 – Schedule of Prices by more than 15%, and if the extended cost of an item based on the actual quantity of work executed and the as Bid unit price exceeds 15% of the original contract price. When preparing the Schedule of Prices for the Contract Documents use quantity estimates based on current information and avoid providing an allowance in the quantity estimate to cover contingencies.

**Settlement of Disputes**: Clause 15. allows for disputes between the Minister and the Contractor to be resolved in accordance with processes identified in the document entitled “Dispute Resolution Process for Government of Alberta Construction Contracts,” Appendices A, B, C, D, and E. This document is available at the offices of Alberta Transportation.

**END OF DATA SHEETS**

Use this section to modify the standard requirements of Section 00625 ‑ Insurance Conditions.

Refer to the Data Sheet – Modifications to Section 00625 – Insurance Conditions.

Editing: Contact Alberta Transportation Specifications and Standards Branch for information and advice on the use of this section or if modification of standard wording is deemed necessary.

**Heading of Specification Text** **Specification Notes**

1. Supplementary Conditions

2. Modifications

.2.3 Edit as required

.4.1 Choose the appropriate clause and edit as

required

**END OF COVER SHEET**

2.7 Proof of Insurance

This clause provides for additional requirements for proof of coverage for construction equipment, flood, or earthquake.

Like flood and earthquake, construction equipment coverage is not required in the Insurance Conditions. This requirement for proof of coverage is appropriate when unique or costly equipment, such as a tunnel-boring machine, is expected to be used on the work.

**6**. **COURSE OF CONSTRUCTION AND BOILER INSURANCE**

This clause deals with modifications to the Course of Construction and Boiler Insurance. Modifications include a reduction of the limit of coverage on property, and the addition of flood, earthquake, and construction equipment coverage. The remaining contents of this clause should normally not be edited.

Reduced Limit of Coverage on Property:

Reduce the limit of coverage when property insurance is not required at the full amount specified in clause 6.1. This reduction will be typical on earthwork and other heavy construction work where the risk of damage or other loss of property is low. However, when coverage for the risk of flood or earthquake is included, the insurable value of the property includes the earthwork and other heavy construction work.

Flood Insurance:

Always include coverage for risk of flood on water development and bridge work. Road work could require coverage at locations close to water sources. Proof of coverage should be obtained on insurer's standard form since flood is not named on Alberta Transportation standard certificates of insurance.

Earthquake Insurance:

Include coverage for risk of earthquake on very large earthwork projects such as a large dam. Bridge and road work normally would not require coverage. If applicable, proof of coverage should be obtained on the insurer's standard form since earthquake is not named on Alberta Transportation standard certificates of insurance.

**END OF DATA SHEETS**

Use this Supplementary Conditions Section to modify Alberta Transportation standard requirements for payment, Section 00630 ‑ Payment Conditions. Standard wording is included for modifications concerning the following:

This section is intended for use on the Carseland Bow River Headworks System Rehabilitation Projects, and is optional for use on other Water Management contracts.

.1 Withholding payments for failure to provide submittals.

This Master Specification Section contains:

.1 This Cover Page.

.2 Data Sheet - Payment Conditions.

.3 Specification Section Text:

.1 Supplementary Conditions

.2 Section 00630 ‑ Payment Conditions

Editing: Contact Alberta Transportation Specifications and Standards Branch for information and advice on the use of this Section or any article herein, or if modification of standard wording is deemed necessary.

**END OF COVER SHEET**

Use this section when a diesel fuel cost adjustment is considered a reasonable action during a time when the price of low sulphur diesel fuel is anticipated to severely fluctuate during the Contract Time.

As an initial guideline to the type or size of contract that this section would apply consider a contract where the cumulative estimated quantity as shown in the Schedule of Prices of Common Excavation, Borrow Area Excavation, Topsoil and Subsoil Stripping and Wet Excavation Type 1 and Type 2, (excludes Topsoil and Subsoil Placement) exceeds 150,000 cubic metres.

Discuss the use of this section with Alberta Transportation. Determine if the potential price increases are to be included in an allowance. Refer to Section 01210 – Allowances.

The Base Price Index specified for this Contract will be the most current MPI, as determined solely by the Minister, prior to the initial tender advertising date. The MPI is published at [www.transportation.alberta.ca](http://www.transportation.alberta.ca) then go to “Tendering and Contracting”, “Roads, Bridges, and Water”, and look in the left hand column.

| **Heading of Specification Text** | **Specification Note** |
| --- | --- |
|  |  |
| Part 1 General |  |
|  |  |
| 1.1 Diesel Fuel Cost Adjustment |  |
| [.4] | Insert the current Base Price Index, based on the MPI that applies to the Contract. This clause is optional, the price can be determined during construction start up, after the contractor has declared its intention to participate during the execution of the contract. |
| 1.2 Definitions |  |
|  |  |
| 1.3 Diesel Fuel Consumption Rates |  |
|  |  |
| [.1] | Edit as required |
|  |  |
| 1.4 Calculation of Diesel Fuel Cost Adjustment. |  |
|  |  |
| 1.5 [Contractor’s Option to Participate]. |  |
|  |  |
| 1.6 Conclusion of Diesel Fuel Cost Adjustment |  |
|  |  |
| 1.7 Final Payment |  |
|  |  |
| Part 2 Product - Not Used |  |
|  |  |
| Part 3 Execution - Not Used |  |
|  |  |

**END OF COVER SHEET**

Use this section as a guide in the preparation of addenda. This section contains sample addenda and addendum forms. Do not include the forms in the Contract Documents.

Refer to the following Data Sheets:

.1 Data Sheet – General

.2 Data Sheet – Sample Addendum Letter of Transmittal

.3 Data Sheet – Sample Multi-Page Addendum

.4 Data Sheet – Sample Single Page Addendum

The following forms are appended to this section. Edit these forms as required.

.1 Addendum Letter of Transmittal

.2 Multi-page Addendum

.3. Single Page Addendum

**END OF COVER SHEET**

**Format**:

Format addenda in accordance with the attached sample addenda and forms. Do not deviate from these formats.

Treat each addendum as a single, complete document. Do not divide an addendum into parts such as Earthwork Addendum No. 1, Mechanical Addendum No. 1, etc. Number each change or group of changes sequentially, from the beginning to the end of the addendum as indicated in the sample. Include references to attachments in sequence.

Repeat the addendum number and date, and page number at the top of each succeeding page.

**Content**:

Be brief, but be precise. Avoid over simplification. Provide enough information to make the modifications clear. Emphasize the modifications. Ensure that the changes made to one part of the Bid Documents do not contradict other requirements. Be aware of duplication or repetition in the original requirements, that would necessitate the same change in several places in the Bid Documents, particularly; in drawing notes repeated on several pages, and information that appears in both the Drawings and Specifications (Concrete strengths commonly appear on Drawings and in Section 03300 – Cast-in-Place Concrete.)

**Attachments**:

At the end of the written portion of the addendum, list all the attachments and categories of attachments such as detail drawings, new and modified specification pages and sections, etc. Also list the new or revised full size drawings being issued as part of the addendum.

Do not use the single page addendum format when attachments are required.

**Addendum Letter of Transmittal**:

Include a covering Letter of Transmittal with all addenda, except a single page addendum. Identify the addendum by number and date. Specify the number of pages in the addendum. Specify the number of attachments as categorized, and the number of pages in each attachment category.

**Procedures During the Bid Period**:

Keep the number of addenda to a minimum. Refrain from issuing separate addenda to clarify individual matters.

Never issue oral directives, even when a change will subsequently be covered by an addendum. Do not quote addendum text orally. The party concerned should read the text.

All addenda must be issued through and by Alberta Transportation.

**Standard language for change to Section 00431**:

***1. Where a bid submitted on the original Section 00431 Schedule of Prices must be declared invalid and rejected. (e.g. from 7299/08)***

***Section 00431 – Schedule of Prices***

*.1 Add new item 2.3.5 Wellpoint Equipment Mobilization and Demobilization. Delete original Section 00431 Schedule of Prices provided with Bid Documents in its entirety and replace with new Section 00431 Schedule of Prices on the form attached to this Addendum.* ***A bid submitted on the original Section 00431 Schedule of Prices will be declared invalid and rejected.***

1. ATTACHMENTS

*The following are attached hereto and form part of this addendum:*

***x. Section 00431 – Schedule of Prices****, Addendum No. 1, March 17, 2008, 8 pages.*

***2. Where a bid submitted on the original Section 00431 Schedule of Prices is acceptable with handwritten or no change but changed by the Minister. (e.g. from 6814/04)***

***1. Section 00431 – Schedule of Prices***

*. Item No. 2.8.1 Steel Sheet Piling: Delete quantity “120” and replace with “240”.*

*.2 Revise quantity of steel sheet piling for item no. 2.8.1 by hand on original Schedule of Prices issued with Bid Documents or replace with the Schedule of Prices on the form attached to this Addendum. Should the Contractor submit the original Schedule of Prices form without revising the quantity, the Minister will correct the calculation as specified in the Instructions to Bidders using the quantity specified in the Addendum.*

**END OF GENERAL**

**Alberta Transportation**

**TENDER 6892/04**

**CARSELAND-BOW RIVER HEADWORKS SYSTEM**

**REHABILITATION**

**Main Canal – Reach 5**

**Project ID: S2158-0016**

**TO: ALL BIDDERS OF RECORD**

**RE: ADDENDUM NO. 1, August 30, 2004**

Attached is a copy of Addendum No. 1 dated August 30, 2004 consisting of 3 pages, and the following attachments:

Dwg. No. 02822.01 1 page.

Dwg. No. 02825.01 1 page.

Dwg. No. 02834.01 1 page.

Dwg. No. 02833.01 1 page.

Table 1 Borehold and Text Pit Locations 1 page.

Soil Logs for TP1 – 82604, TP2, 82604 and TP3 - 82604

**NOTICE: The bid closing date is changed to a later date as provided in this addendum.**

Bidders are reminded that, with respect to the Bid Form and Schedule of Prices, should any item be omitted or illegible, should any alteration be made to the text, or should any condition be added on or submitted with the Bid Form and Schedule of Prices, the bid may be declared invalid and rejected by the Minister.

John Doe

Project Manager

**END OF SAMPLE ADDENDUM LETTER OF TRANSMITTAL**

**TENDER 6892/04**

**CARSELAND-BOW RIVER HEADWORKS SYSTEM**

**REHABILITATION**

**Main Canal – Reach 5**

**Project ID: S2158-0016**

This Addendum forms part of the Bid and Contract Documents and modifies them as follows:

**SPECIFICATIONS**

**1. Volume 1 Cover – Closing Date**

.1 Replace Closing Date: Before 2:01:00 pm, Friday, September 10, 2004 local time, with “Closing Date: Before 2:01:00 pm, Tuesday, September 14, 2004 local time.”

**2.** **Section 00200 – Instructions to Bidders**

.1 Clause 1.5 – Replace Tender No. 6892/04 Closing before 2:01:00 pm on Friday, September 10, 2004 with “Tender No. 6892/04 Closing before 2:01:00 pm on Tuesday, September 14, 2004.”

**3. Section 00804 – Supplementary Conditions**

.1 Clause 2.1 – Revise to read “in accordance with clause 11 and 7. the Contract term “warranty period” shall mean the period between the date of Substantial Performance of the Work and November 15, 2006 for that part of the Work generally described as supplying, storing, handling, erecting, installing, dry and wet testing, adjusting, repairing and commissioning of Overshot Gates and Hoist Systems.”

**4. Section 01163 – Aboriginal Employment Skills Enhancement**

.1 Clause 2.1.1.1 – Revise the words: “AESE Position A, dozer operator trainee” to read “Crawler Tractor Operator Trainee: Group 5 or a higher Group number, “Current” or “Non-Current Models””.

**5. Section 02620 – Bridge Construction**

.1 Clause 1.2 – This item is subject to limitations specified in clause 1.9 Reference Standard Documents, of Section 01110 Summary of Work.

.2 Clause 1.4.1 – Delete reference to “AMC B013 Adjustment of Completion Date and Liquidated Damages”.

.3 Clause 2.3.2 – Revise to read “Provide permanent signs as shown on the Drawings.”

**6. Section 02822 – Chain Link Fencing**

.1 Add Dwg. No. 02822.01 to the end of this section.

**7. Section 02825 – Barbed Wire Fencing**

.1 Add Dwg. No. 02825.01 to the end of this section.

**8. Section 02842 – Vehicle Access Control Gates**

.1 Add Dwg. No. 02834.01 to the end of this section.

**9. Section 02843 – Texas Gates**

.1 Add Dwg. No. 02833.01 to the end of this section.

**DRAWINGS**

**10. Drawing No. 72 of 73**

.1 Delete the table titled “Quantity Estimate”.

**11. Drawing No. 73 of 73**

.1 Replace note: “All concrete shall be Class C or Pile Concrete. Sulphate Resistant Portland (Type 10) shall be used for all concrete if required by local soil conditions and if so specified elsewhere.” With “All concrete shall be Class C or Pile Concrete. Sulphate Resistant Portland Cement (Type 50 ) shall be used for all concrete.”

**12. Drawings No. 71, 72 and 73 of 73**

.1 Specifications in these drawings apply only to the work shown in these 3 drawings.

**13. Geotechnical Data**

.1 Add the following:

* Table 1 Borehole and Text Pit Locations
* Soil Logs for TP1 – 82604, TP2 – 82604 and TP3 – 82604

**ATTACHMENTS**

The following are attached hereto and form part of this addendum:

**14. Dwg. No. 02822.01**

**15. Dwg. No. 02825.01**

**16. Dwg. No. 02834.01**

**17. Dwg. No. 02833.01**

**18 Table 1 Borehole and Test Pit Locations**

**19. Soil Logs for TP1 – 82604, TP2 – 82604 and TP3 – 82604**

**END OF ADDENDUM**

**END OF MULTI-PAGE ADDENDUM**

**TURNER VALLEY GAS PLANT PROJECT**

**Site Protection and Remediation**

**Tender No.: 7310/06**

This Addendum forms part of the Bid and Contract Documents and modifies them as follows:

**SPECIFICATIONS**

**1. Section 00431 – Schedule of Prices**

.1 Item 2.5 Bentonite – Revise the ‘Estimated Quantity’ column to read “120”.

.2 For the above Addendum item 1.1, the words “any alteration be made to the text” in clause 3.4 of page 1 of Section 00431, and similar text in clause 7.2, and 8.2 of Section 00200 Instructions to Bidders, does not apply to this Addendum item. If the Bidder does not revise the Schedule of Prices as stated ABOVE, THE REVISION SHALL BE MADE BY THE Minister. The Minister will revise to correct the unit price extensions and the total amount entered in the Schedule of Prices and the Bid Form. The Bidder shall be bound to such revisions.

**END OF ADDENDUM**

John Doe

Project Manager

**END OF DATA SHEETS**

**END OF DIVISION 00 USER GUIDE**