Section Cover Page

Use this Section to specify definitions of terms having general application to all Contract Documents. Use this Section whenever Basic Master Specification Section 00 72 00 - General Conditions of Contract is used. Do not use this Section when the Small Projects Master Specification Section 00 72 14 - General Conditions is used.

This Master Specification Section contains:

1.   This Cover Sheet

2.   Specification Section Text:

        1.   Intent
        2.   Definitions

Project Specification Preparation: Even though some definitions contained herein may not be applicable in some contracts, use this Section as is; do not modify in any way.

1.   INTENT

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

2.   DEFINITIONS

.1   The "Consultant" is the architect, the engineer, or other person or entity identified as such in the Agreement. The term Consultant means the Consultant or the Consultant's authorized representative.

.2   The "Contract" is the undertaking by the Province and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the Province and the Contractor. The Contract Documents form the Contract.

.3   The "Contract Documents" consist of: the Letter of Acceptance; the executed Agreement between the Province and the Contractor; the Conditions of Contract, including Definitions, Payment Conditions, Security Conditions as applicable, Insurance Conditions, General Conditions, Supplementary Conditions when used, conditions related to Public Works Act claims, surety bonds when provided; those parts of the Bidding Requirements documents having application during performance of the Contract; other documents contained in Division 0 of the Specifications; Divisions 1 to 50 of the Specifications; the Drawings; Schedules; and such other documents as may be identified as Contract Documents. The Contract Documents shall include amendments thereto made before execution of the Agreement and subsequent amendments thereto made in accordance with provisions of the Contract.

.4   "Contract Deficiency" means a deficiency in the Work, or part thereof, for which the Contractor is responsible under the Contract Documents and includes a deficiency in any design for which the Contractor is responsible.

.5   "Contract Price" means the total amount payable by the Province to the Contractor under the Contract Documents as stated in the Agreement, including authorized adjustments thereto. Contract Price excludes federal Goods and Services Tax.

.6   "Contract Time" means the period of time specified in the Contract Documents for attainment of Interim Acceptance of the Work, including authorized adjustments thereto.

.7   "Contract Unit Price" means the amount payable by the Province to the Contractor under the Contract Documents for a single unit of each separately identified item of work for which a unit price arrangement is prescribed as the basis of payment, as stated in the Unit Price Schedule, including authorized adjustments thereto.

.8   "Contractor" means a person, firm or corporation contracting directly with the Crown to perform the Work in conformance with the Contract Documents.

.9   "Contractor Start-Up" means the sub-phase of Facility Start-Up ending with Interim Acceptance of the Work, during which the Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting, balancing, correcting Contract Deficiencies, and other similar activities.

.10   The "Crown" means Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure

.11   "Day" means the calendar day.

.12   "Department" means the Department of Infrastructure as represented by the Minister. "Infrastructure", "Crown", "Province" and "Minister" shall be synonymous with "Department".

.13   "Facility Start-Up" means the phase of the Work which includes the sub-phases of Contractor Start-Up, Performance Testing, and Fine Tuning and ends with Final Acceptance of the Work.

.14   "Final Acceptance of the Work" means when the entire Work, except those items arising from the warranty provisions of the Contract Documents, has been performed to the requirements of the Contract Documents and is so declared, in writing, by the Province.

.15   "Fine Tuning" means the sub-phase of Facility Start-Up, commencing upon Practical Completion of the Work and ending with Final Acceptance of the Work, during which the Province identifies Contract Deficiencies arising under normal operating conditions, after user occupancy, and Contractor corrects such Contract Deficiencies.

.16   "*FOIP Act*" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time.

.17   "Interim Acceptance of the Work" means when the prerequisites to Interim Acceptance of the Work required by the Contract Documents are fulfilled and the Work is ready for use or is being used for the purpose intended and the state of the work is so declared, in writing, by the Province.

.18   "Materials" means material, machinery, equipment, fixtures and other items forming the Work or part thereof but does not include machinery and equipment used for performance of the Work and normally referred to as construction machinery and equipment.

.19   "Other Contractor" means any person, firm or corporation employed by or having a separate contract with the Crown for work other than that required by the Contract Documents.

.20   "Performance Testing" means the sub-phase of Facility Start-Up commencing upon Interim Acceptance of the Work and ending with Practical Completion of the Work, during which the Province performs a pre-planned program of testing and inspecting and the Contractor corrects Contract Deficiencies.

.21   "Personal Information" means "personal information" as defined in the *FOIP Act*.

.22   "Place of the Work" means the designated site or location of the Project of which the Work may be the whole or a part.

.23   "Practical Completion of the Work" means when Contract Deficiencies identified during Performance Testing and previously identified but outstanding Contract Deficiencies have been corrected by the Contractor, or addressed and a course of action established by the Province, and the state of the Work is so declared, in writing, by the Province.

.24   "Products" is synonymous with Materials.

.25   "Project" means the total construction of which the Work to be provided under the Contract Documents may be the whole or a part.

.26   "Regulatory Requirements" means laws, ordinances, rules, regulations, orders, codes, and other legally enforceable requirements in effect at the Place of the Work and applicable to the performance of the Work.

.27   "Stipulated Price Arrangement" means a contractual arrangement that prescribes a lump sum as payment for performance of the work to which it relates.

.28   "Subcontractor" means a person, firm or corporation having a direct contract with the Contractor for the performance of a part of the Work at the Place of the Work.

.29   "Sub-subcontractor" means a person, firm or corporation having a direct contract with a Subcontractor for the performance of a part of the Work at the Place of the Work.

.30   "Total Completion of the Work" means when all items arising from the one year warranty period required by the Contract Documents have been corrected by the Contractor and the state of the Work is so declared, in writing, by the Province.

.31   "Unit Price Arrangement" means a contractual arrangement that prescribes the product of a Contract Unit Price multiplied by a number of units of measurement of a class as payment for performance of the work to which it relates.

.32   "Work" means the total construction and related services required by the Contract Documents.

.33   "Working Day" means days other than Saturdays, Sundays and holidays which are observed by the construction industry at the Place of the Work.

END OF SECTION