

## **PERFORMANCE REQUIREMENT – QUALITY PROCESSES**

---

Special Provision No. 199S53

February 2012

### **1.0 SCOPE**

This Special Provision describes the performance requirements for quality processes, assessment of conformance to the performance requirements by the Contract Administrator, access to records and facilities and administrative actions for non-conformance.

### **2.0 REFERENCES – Not Applicable**

### **3.0 DEFINITIONS**

**Acceptance Test Results** means the test results that are used for the final assessment of compliance with the specification for the material. Depending on the specification for the material, the final assessment of compliance is based on one of the following: quality control, quality assurance or referee test results.

**Deficient Materials** means, for the purpose of this special provision, materials which have an attribute, property or characteristic that does not meet the requirements of the Contract Documents. This includes, but is not limited to, any materials for which Acceptance Test Results indicate less than full payment under a Contract Document containing provisions for payment adjustments.

**Deficient Workmanship** means, for the purpose of this special provision, the final product does not meet the requirements of the Contract Documents due to the Contractor's construction activities including but not limited to incorrect elevations, dimensions, alignment, appearance and/or crossfall of individual elements, products and finished construction (for example: incorrect pavement crossfall, segregation of asphalt pavement or honeycombing of concrete).

**Quality Control (QC)** means a system or series of activities carried out by the Contractor to ensure that the final product and materials supplied to the Owner meet the specified requirements.

### **4.0 SUBMISSIONS –Not Applicable**

### **5.0 QUALITY PROCESSES - PERFORMANCE REQUIREMENTS**

#### **5.1 General**

The Contractor shall meet the performance requirements for quality processes as detailed in Table 1.

The Contractor is responsible for all quality control activities for the Contract, and shall provide the staff and resources necessary to implement quality control processes that result in conformance to the quality performance requirements.

#### **5.2 Applicability of the Performance Requirements**

The Contract Administrator will assess the Contractor's conformance to the performance requirements related to:

- a) The production, supply and placement of all materials used in the work,

- b) The removal, rehabilitation, modification or construction of temporary or permanent elements of the work, and
- c) Sampling, testing and QC records where required under the Contract associated with a) and b) above.

This Special Provision does not cover conformance to occupational health and safety legislation and regulations, traffic control requirements, excess loading of vehicles, CVOR requirements, or traffic management plans.

## **6.0 CONFORMANCE TO QUALITY PERFORMANCE REQUIREMENTS**

### **6.1 Assessment of Conformance**

During the course of construction and within 30 calendar days after the date of certification of Completion of Contract Completion, the Contract Administrator will assess conformance to the quality performance requirements.

The Contract Administrator's assessment of compliance may consist of random or milestone inspections, continuous inspection, sampling and testing for audit purposes, audits of the quality control documentation specified in the Contract Documents or any combination of the preceding actions, at the discretion of the Ministry. In addition, the Ministry may perform audits to assess conformance.

For workmanship, if the Contract Documents do not specify a test method or tolerance for a specified property or measurement of a final product and the Contract Administrator identifies deficient workmanship in the final product that the Contractor did not identify, the Contract Administrator will provide the Contractor with a description of the deficiency in writing within three business days of its identification. The Contractor shall use the Contract Administrator's assessment of conformance of that particular aspect of workmanship for inspection of work already completed and for future work.

### **6.2 Non-Conformances**

A non-conformance occurs when the Contractor does not conform to a quality performance requirement or there is an occurrence of deficient material or deficient workmanship. The Contractor shall address each non-conformance as follows:

- Immediately identify and notify the Contract Administrator of the non-conformance prior to the Contract Administrator bringing it to the Contractor's attention,
- Implement preventative measures prior to continuing with the associated activity and shall not proceed with any subsequent activity that would prevent or impede corrective action,
- Within 3 business days, unless otherwise mutually agreed in writing, submit a Non-Conformance Report to the Contract Administrator containing the following:
  - the cause and extent of the identified non-conformance,
  - a proposal for corrective action, payment reduction or mitigating action, for the Contract Administrator's written approval.
- Carry out corrective action, payment reduction or mitigating action in accordance with the approved proposal.

Non-conforming work within the scope of certification by a Quality Verification Engineer shall be dealt with as specified elsewhere in the Contract Documents.

### **6.3 Notification of the Status of the Non-Conformance**

Within three business days of receiving a Non-Conformance Report, the Contract Administrator will notify the Contractor in writing that the non-conformance is:

- a) A deviation including the reason for the deviation,
- b) Not a deviation, or
- c) Under review with the Ministry.

The determination of a non-conformance without deviation does not relieve the Contractor from responsibility under any applicable warranty on the work.

### **6.4 Deviations**

A deviation will be assessed for:

- a) Any non-conformance to the performance requirements of Category 1 through 4 of Table 1 that are not addressed in accordance the Non-Conformances subsection of this Special Provision;
- b) Any non-conformance to the performance requirements of Category 5 or 6 of Table 1;
- c) The third and each subsequent occurrence of the same or similar non-conformance regardless of compliance with the Non-Conformances subsection of this Special Provision;
- d) Incorporating deficient material into the work without prior approval of the corrective action by the Contract Administrator, after the deficiency has been identified; or
- e) Omitting and/or disregarding material placement and/or construction requirement(s), without the approval of the Ministry, reducing the quality level and/or making the quality level unacceptable, indeterminate or unexpectedly acceptable.

Within three business days after a deviation has been assessed, the Contractor shall comply with the requirements of the Contract Documents that were the subject of the deviation. The deviation will not be waived regardless of the Contractor's subsequent compliance.

### **6.5 Determination of the Classification of a Deviation**

The Contract Administrator will notify the Contractor in writing immediately after a non-conformance is determined to be a "deviation". The Contract Administrator will classify the deviations as "minor" or "major". The classification of the deviation may be subject to Ministry review, at the Ministry's discretion, before or after the Contractor is informed of the classification. The Contract Administrator will inform the Contractor of the classification of the deviation, or change in the classification resulting from a Ministry review, in a timely manner. The classification of all deviations will be determined not later than 30 calendar days after the date of certification of Completion of the Work.

A “deviation” will be assessed as a **major deviation** if it negatively impacts, or increases the Ministry’s risk of negatively impacting, one or more of the following:

- 1) The short or long term performance of the product,
- 2) The safety of workers and/or the public, or
- 3) The Ministry’s ability to assess the quality of the materials or workmanship as a result of, but not limited to, inadequate documentation, and/or completeness of the records or reports, or
- 4) The Ministry’s ability to administer the acceptance of materials in accordance with the Contract Documents as a result of, but not limited to, missing or deficient quality assurance or referee samples.

or a “deviation” will be assessed as a **major deviation** for:

- 5) the third occurrence and each subsequent occurrence of the same or similar minor deviation, or
- 6) providing an incorrect certification or incorrect permission to proceed by a Quality Verification Engineer, or
- 7) providing an incorrect certification by an Engineer, Ontario Land Surveyor, manufacturer, supplier or a person authorised by the Contractor, or
- 8) proceeding with work prior to submission of a certification or prior to receiving permission to proceed when the Contract Documents require a certification or permission before proceeding.

All other “deviations” will be assessed as minor deviations.

## **7.0 ACCESS TO RECORDS AND FACILITIES**

The Ministry shall be given access to obtain samples for testing and perform survey work, as necessary in order to monitor the Contractor’s adherence to the requirements of the Contract.

With 24 hours written notice, the Contractor shall give the Ministry and/or the Contract Administrator full access at any time to all original and copies of inspection records; test results; shop drawings; and to testing and production facilities, as necessary to enable the Ministry to monitor and/or audit the Contractor’s adherence to the requirements of the Contract Documents. The 24 hours written notice will not apply to access to test results and testing or production facilities when the Ministry or Contract Administrator expects the testing or production facilities to be active for the Contract at the time of the visit. For purposes of this section, test results include all original supporting readings, measurements, laboratory worksheets and calculations. When original records are not stored at the Contractor’s field office, the Contractor shall make available copies of original inspection records, test results and other quality control documents for viewing at the Contractor’s field office for the Contract within one business day of receiving a written request from the Contract Administrator.

In addition, unless otherwise specified, the Contractor shall provide copies of original inspection records, test results and other quality control documents to the Contract Administrator or the Ministry within one business day of receiving a written request from either party.

## 8.0

## PAYMENT

Full compensation for carrying out quality control activities and for meeting the requirements of this Special Provision shall be included in the contract price for each of the appropriate tender items.

## 9.0

## ADMINISTRATIVE ACTION

Deviations will impact on the assessment of Contractor performance.

If the Contractor does not comply with the requirements of the Contract Documents that were the subject of a deviation within three Business Days after the deviation has been assessed, the Ministry may take other action it deems necessary.

**TABLE 1: Performance Measures and Performance Requirements**

<b>Category</b>	<b>Performance Requirement</b>
<b>1.0 Quality Control Personnel/Firms</b>	a) Personnel and firms shall meet the qualifications as specified in the Contract Documents, and b) Qualifications shall be maintained for the duration of their participation in the work.
<b>2.0 Sampling, Testing and Submission of Results</b>	The following shall be done according to the Contract Documents: a) material sampling, preparation, handling, delivery and storage, and b) quality control sampling, testing and submission of results where quality control requirements are specified in the Contract,
<b>3.0 Materials and Mix Designs</b>	a) Each of the following shall comply with, and be supplied, according to the Contract Documents i) materials from approved/designated sources, ii) the mix design submission, including all supporting documentation, iii) materials from sources identified in the accepted mix design submission, and iv) submission of certification for all materials that require certification, b) Each of the following shall be performed according to the Contract Documents: i) the mix design, ii) materials testing and/or inspection prior to incorporation into the work, and checking that materials meet the accepted mix designs, iii) materials handling and/or storage, and iv) addition and/or mixing of materials identified in the accepted mix design, c) Deficient materials shall not be incorporated into the work.

Category	Performance Requirement
<b>4.0 Material Placement and Construction</b>	<p>Each of the following is according to the Contract Documents:</p> <ul style="list-style-type: none"> <li>a) submission of materials-related documentation prior to proceeding with construction of particular elements of work,</li> <li>b) the condition of substrate, formwork or other locations against which material is to be placed,</li> <li>c) environmental conditions for material placement, including but not limited to temperature and weather constraints and placement restrictions,</li> <li>d) equipment,</li> <li>e) construction requirements for material placement and/or removal and/or repairs, and</li> <li>f) provision of environmental protection of materials and elements of work and/or maintenance of environmental conditions after material placement (for example; curing of concrete, cold weather protection),</li> </ul>
<b>5.0 Addressing Non-conformances</b>	The Contractor shall address all non-conformances in accordance with sub-section 6.2 of this special provision
<b>6.0 Certifications, Permission to Proceed and Submission of Drawings/Documents</b>	<p>The Contractor shall ensure that:</p> <ul style="list-style-type: none"> <li>a) all specified inspections have been carried out prior to certification,</li> <li>b) where Interim Inspections are required, written permission to proceed is received from the QVE prior to proceeding to the next stage of the work,</li> <li>c) all certifications are correct, completed accurately, submitted on time in accordance with the Contract Documents and submitted prior to proceeding with the next phase of the work where specified, and,</li> <li>d) all drawings and other documents sealed and signed by an Engineer or signed by an Ontario Land Surveyor are submitted on time in accordance with the Contract Documents.</li> </ul>