



# Edmonton Construction Association

ECA100-4-3

## **EDMONTON CONSTRUCTION ASSOCIATION PLANS DEPOSIT GUARANTEE PROGRAM OBJECTIVES, TERMS AND CONDITIONS**

### **Program Objective:**

To provide an Industry cost efficient Plans Deposit System.

### **Program Rationale:**

The Edmonton Construction Association Plans Deposit Guarantee Program (ECA/PDGP) would replace the traditional Industry practice requirement for refundable deposits and would thereby eliminate the administration and related costs associated with the refundable deposit system.

### **Program Guarantee:**

The ECA/PDGP would undertake to guarantee on behalf of its participating Prime Contractor members, the timely return of plans and specifications in acceptable condition to the Tendering Authority.

### **Program Administration:**

The ECA/PDGP will be administered by the Edmonton Construction Association, in consultation with participating Owners, Architects and Consulting Engineers. All decisions made or penalties assessed by the Edmonton Construction Association shall be final and binding upon the participants, without recourse.

### **Program Eligibility:**

The ECA/PDGP will be available for use to all Owners, Architects and Consulting Engineers who have by their agreement in the form of a "Letter of Understanding", agreed to participate in the program.

The ECA/PDGP will be available for use to all Prime Contractor members of the Edmonton Construction Association who have by their undertaking in the form of a "Letter of Agreement", agreed to be bound by the requirements of the program.

Prime Contractor eligibility shall be defined for the purpose of the Program as being those General, Mechanical and Electrical Contractors who would normally be considered eligible to draw plans and specifications.

Applications for participation on the part of others shall be considered in consultation with participating Owners, Architects and Consulting Engineers.

### **Program Operation:**

The ECA/PDGP will upon receipt of a signed "Letter of Understanding" include the participating Owner, Architect and/or Consulting Engineer on its Master Participant's List. Such list to be circulated from time to time to all participating Prime Contractors.

The ECA/PDGP will upon receipt of a signed "Letter of Agreement", together with an annual registration fee, include the participating Prime Contractor on its Master Participant's list. Such list to be circulated from time to time to all participating Owners, Architects and Consulting Engineers.

ECA/PDGP registered Prime Contractor participants, their respective employees or designated agents, shall upon provision of bona fide proof of their eligibility be entitled to draw plans and specifications from participating Owners, Architects and Consulting Engineers, unencumbered by any requirement for a refundable plan deposit. A designated agent shall for the purposes of the ECA/PDGP, be construed as being restricted to a courier service hired by a participating Prime Contractor to pick-up and/or return plans and specifications directly between the participating Prime Contractor and participating Owner, Architect or Consulting Engineer.

**Program Conditions:**

Plans and Specifications issued to participating Prime Contractors under the terms and conditions of this program must be returned by the Prime Contractors to the specific Owner's, Architect's or Consulting Engineer's office from which they were originally issued.

**Terms of Compliance:**

The Prime Contractor's "Terms of Compliance" for the purposes of the ECA/PDGP shall be construed as being consistent with the terms and conditions of the tender documents with respect to the timely return in acceptable condition of all plans and specifications.

Participating Owners, Architects and Consulting Engineers shall refer all complaints and/or claims for "non-compliance" on the part of the participating Prime Contractor to the Edmonton Construction Association for expeditious resolution.

**Registration Fees:**

An annual ECA/PDGP registration fee shall be assessed all participating Prime Contractors. Such fee to be established from time to time by the Board of Directors of the Edmonton Construction Association. The registration fee to cover the period of February 01 through January 31 annually, consistent with the membership fee requirements of the Edmonton Construction Association.

**Master Participants' List:**

Participating Prime Contractors shall be included on the ECA/PDGP Master Participants' list. Such list to be circulated from time to time to participating Owners, Architects and Consulting Engineers.

**Penalties for Non-Compliance:**

The provision of ECA/PDGP privileges by a participating Prime Contractor to a non-participating firm, agent or any other person shall result in the immediate suspension of all ECA/PDGP privileges to that participating Prime Contractor.

Participating Prime Contractors shall be assessed a financial penalty commensurate with the amount of any claim upon the ECA/PDGP by a participating Owner, Architect or Consulting Engineer resulting from non-compliance on the part of the participating Prime Contractor.

Excessive instances of non-compliance by a participating Prime Contractor may result in suspension of privileges.

Yours truly,



D.K. (Darlene) La Trace, C.A.E.  
Executive Director  
Edmonton Construction Association

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