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PROJECT ADMINISTRATION MANUAL



Transportation and
Civil Engineering

**NOTIFICATION OF AMENDMENTS
TO THE PROJECT ADMINISTRATION MANUAL**

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This Manual is a revised version and replaces the Alberta Transportation Project Administration Manual
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Executive Director, Program Management Branch
Alberta Infrastructure and Transportation

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1 PROJECT ADMINISTRATION MANUAL PURPOSE

The purpose of this manual is:

- To outline the standards for the Departmental administrative processes used for design, tendering and construction on all Provincial highway, bridge, functional planning, water management and other infrastructure related projects (excluding buildings), and information technology, policy/planning/safety, business management and administration projects, where a Consultant is hired directly by the Department.
- To outline specific responsibilities and authorities of the Consultant when providing these services.
- To ensure uniformity and consistency in the application of these processes to the Department.

The Consultant's obligations are detailed in the Consulting Services Contract and Construction Contract documents. This manual outlines the processes to be used by the Department that are typically necessary to ensure that the Department's obligations and/or other Department requirements are performed in the desired manner.

Users should note that this manual forms part of the guidelines for provision and management of engineering services on Department projects and by itself does not provide a complete record of all the processes, responsibilities and authorities of the Consultant and the Department in managing the delivery of a Department construction contract or other project. Other manuals which must be considered, include, but are not limited to the following:

- **ENGINEERING CONSULTANT GUIDELINES FOR HIGHWAY AND BRIDGE PROJECTS – VOLUME 1 & 2.**
- **TRAFFIC ACCOMMODATION IN WORK ZONES (2nd Edition – May 2001).**
- **TRAFFIC ACCOMMODATION IN URBAN WORK ZONES (1st Edition – May 2003).**

The authorities, responsibilities and processes contained in all of these manuals are based on the Department's policy statements, Expenditure Officer Authority Guidelines (EOAG), contract specifications, and Contracts for engineering consultant services. Users are advised that updates or revisions to existing contract specifications, the terms of the Consulting Services Contract, policy statements or the EOAG may affect these processes, responsibilities and authorities. In the event of any such changes that significantly affect the contents of these manuals, users will be advised accordingly.

This manual is not intended to replace or modify the contents of the Department's Construction Contracts or Consultant Services Contracts. If a conflict or ambiguity exists between this manual and the contract, the user shall contact the Director, Professional Services Section, of the Department's Program Management Branch for clarification.



2 GENERAL

2.1 INTRODUCTION

These guidelines and appendices shall be used for the provision and administration of engineering services on all Provincial highway, bridge, functional planning, water management, and other projects (excluding buildings) where a consultant is hired directly by the Department.

Where a discrepancy exists between this document and the documents prepared specifically for a project, for example the Terms of Reference for a project, the latter shall take precedence. Because of the evolving nature of standards, guidelines, legislation, regulations, specifications and engineering practices, it is impractical to expect all the contents of this document and the documents referenced to be up-to-date. The Project Sponsor is responsible for using the current standards, design codes and guidelines and for ensuring that all current legislation and regulations are being followed. A list of current Federal and Alberta Provincial legislation and regulations that are relevant to highway planning, design, construction and operations is contained in Appendix “M” in “Engineering Consultant Guidelines for Highway and Bridge Projects – Volume 1” (ECGHBP - Vol. 1). This list is not all-inclusive.

In the event of discrepancies, the hierarchy of documents shall be as follows, in descending order:

- Legislation and Regulations.
- Consultant Services Contract.
- Terms of Reference.
- Engineering Technical Standards, Warrants, and Processes.
- Engineering Consultant Guidelines for Highway and Bridge Projects.

In keeping with a spirit of innovation, the Department is interested in receiving innovative proposals from Consultants at the ‘Request for Proposal’ stage, if it is apparent that projects can be undertaken more efficiently or effectively using an alternative approach rather than that outlined in the Terms of Reference. This spirit of innovation will be encouraged by Department staff when developing Terms of Reference for a project, and should be considered when evaluating proposals.

The Consultant retained by the Department is responsible for the engineering/professional services, integrity and professional liability of all work performed under the Consultant Contract, including professional services work by any Sub-Consultant. The checking of the Consultant’s or Sub-Consultant’s Work by the Department or the signing of drawings by Department staff does not relieve the Consultant from any responsibility for the work. Therefore these guidelines will generally use the terminology of “acceptance” rather than “approval” when referring to engineering issues submitted to the Department by the Consultant.

2.2 CORE BELIEFS AND PHILOSOPHIES (GUIDING PRINCIPLES)

We believe that competitive private sector service provision is still the best delivery method.

- We will continue to rely on fair, transparent and accountable service procurement methods that rely on competition to generate optimum outcomes.
- Ongoing competition is necessary to respond to the prevailing market conditions of the day.



- We will continue to involve our stakeholders in evolving and adapting our processes, procedures, and methodologies so that we understand all sides of an issue.
- But if we do not take their advice, nor choose the course of action they suggest, it doesn't mean their input is being ignored.
- Outsourced operations are expected to react more quickly to changing demands, and to adjust staffing levels and move people to where the work is.

The Department as a knowledgeable owner is still responsible for ensuring the quality of projects, and their delivery within the required time frame.

- Safety and quality are of the highest importance.
- Training, mentoring and knowledge exchange will remain part of our culture.
- Knowledge must be documented and shared.
- We may have to spend more time ensuring "quality" and "procedure adherence" when using new service providers.
- We may have to be more selective in our review process and may have to spend more time ensuring quality from "busy" consultants.
- We will ensure adequate staffing levels to carry out our vision, and to provide for succession planning.
- We will employ asset management techniques to effectively plan, program and manage the network.

We believe in fostering and rewarding innovation.

- We will share risk with contractors and consultants, and if we are the primary beneficiary, we will pay most of the cost.
- We will actively participate in R&D projects locally, nationally and internationally to expand our knowledge.
- We will co-ordinate our involvement in all R&D initiatives to avoid duplication, and ensure all knowledge is shared.

Schedule is important and has a price tag.

- Projects should be rationalized in a way that enables rapid delivery.
- It may be necessary to do small add-ons as separate small projects if their inclusion in a larger project might cause delays.

Highway experience in cold climates outside Alberta has value and it should be treated as such.

In this electronic age, it is not necessary to execute all designs for Alberta highways, in Alberta.

We will continue to employ methods that ensure we treat our service providers in a consistent manner, across the province.



2.3 DEFINITIONS

The following words, when used in this document, shall have the meaning as defined below:

Acceptance	Work is accepted by the Department without detailed checking of the engineering principles and calculations.
Agreement	Has been used as another name for a Consultant Contract. Generally, 'Agreement' now refers to the Contract between the Department and utility companies or landowners for the provision of various right-of-ways, services etc.
Alberta Land Surveyor	A person registered to perform land surveys in the Province of Alberta.
Alberta Purchasing Connection (APC)	Alberta Purchasing Connection or APC, is the electronic procurement system for the Government of Alberta. All construction tenders and all non-engineering services valued greater than \$100,000 must be advertised on APC.
Approval	The subject work shall be "approved" by the Department for matters relating to things such as Department policy, funding, contract extensions or over-runs, right-of-way purchase, or Contract Design Change Proposals. The Department will also review or approve Design Exceptions as required.
As-Constructed Drawings/Details	The updated original road and bridges contract drawings/plans, records, surfacing structural information and surfacing diagram which show any changes that have occurred during construction. All drawings submitted shall be in MicroStation .dgn format or AutoCad format for water resources, dams, etc.
Bridge Assessment	A formal review of bridge condition, functionality, controlling issues and technical parameters with respect to the crossing and roadway approaches. A key objective is to identify optimum strategies for preservation, rehabilitation or potential reconstruction of the crossing over the life cycle of the structure.
Bridge Planning	An engineering process for bridges undertaken at the prestructural design phase, including but not limited to, bridge assessment, planning, geometric design, hydrotechnical design, site location and survey, environmental determinations, preliminary geotechnical investigation and development of optimized concepts for advancement to structural design.



Bridge Structures	<p>Consist of:</p> <ul style="list-style-type: none">• Bridge Size Culverts:<ul style="list-style-type: none">▪ Standard bridge culverts are structures with diameters (or summation of diameters) of greater than or equal to 1500mm and less than 4500mm.▪ Major culverts are structures with diameters (or summation of diameters) of 4500mm or greater and structures of lesser diameter having complex site constraints or specialized engineering requirements.• Standard Bridges – bridge structures built using standard plans. Typically standard bridge construction comprises standard precast girder deck and steel or concrete abutments (and piers when applicable) supported on steel piles.• Major Bridges – all other bridge structures including large or complex culverts. Major bridges are built from site-specific drawings. Typical major bridges are river crossings, highway interchanges or railway crossings.
Conditional Construction Completion Certificate and Construction Completion Certificate	<p>See Section 2.17 “Construction Completion, Conditional Construction Completion, Repairing Deficiencies and Warranty” in the “Engineering Consultant Guidelines for Highway and Bridge Projects – Volume 2” (ECGHBP - Vol.2).</p>
Consultant	<p>The person or company that has entered into a Consultant Services Contract with the Department.</p>
Consulting Engineers of Alberta (CEA)	<p>The CEA is the association that represents Consulting Engineers in Alberta and is a partner in the outsourcing of the services with the Department.</p>
Construction Contract	<p>The written agreement covering the performance of the Work and the furnishing of labour, equipment and material in the construction of the Work, and shall include the tender, contract form, contract bonds, plans, specifications, special provisions, notices, supplemental specifications, specification amendments and all supplemental agreements/contracts required to complete the work. The Contract between the Department and the Contractor covers the performance of the work.</p>



Consulting Services Contract

The written agreement covering the furnishing of all services (preliminary engineering, research, design, tendering, construction supervision, and contract administration work) required to deliver the project as shown in the Request for Proposals and the Terms of Reference. The Contract between the Department and the engineering consultant for the provision of said duties. Alternatively referred to as a Professional/Technical Service Contract or Consultant Contract.

Contract Design Change Proposal

An alternate design or a design modification to the Department's tendered design or a component thereof. If required, the Contractor shall submit this proposal (through the Department's Project Sponsor) after the tender is awarded.

Contracts Review Committee (CRC)

The Contracts Review Committee (CRC) is a standing joint committee established by authority of the Deputy Minister of Infrastructure and Transportation. Its purpose is to:

- Consider and provide direction on procurement and contracting related issues that have department-wide impact, and
- Ensure consistency in the department's procurement and contracting related policies and practices.

For practical reasons, the joint committee is comprised of and functions predominantly as two separate committees, called the Infrastructure Contracts Review Committee (ICRC) and the Transportation Contracts Review Committee (TCRC).

The Transportation Contracts Review Committee is comprised of the Chairman of the Transportation Safety Board (Chair), ADM Policy and Corporate Services (Vice-Chair), ADM Transportation and Civil Engineering, ADM Transportation Safety Services, and the Executive Director, Finance Branch. The CRC is responsible and accountable to the Deputy Minister for procurement and contracting related decisions and activities within the scope of its activity. This includes:

- Ensuring prudence, probity and fairness in procurement and contracting.
- Ensuring compliance with any applicable legislative or regulatory requirements, the Agreement on Internal Trade, and Treasury Board Directives, including ensuring compliance with any reporting requirements.
- Overseeing, ensuring compliance with, and continually assessing the effectiveness of the department's procurement and contracting related policies.
- Providing guidance or direction on any procurement and contracting related issues.

The TCRC will meet weekly on Friday mornings. Submissions to this committee should be made through Professional Services for Consultant related topics and through Tender Administration for Construction Contract related topics by 12:00 Noon on the Tuesday preceding the meeting.



Contractor	The person or company that has entered into a construction contract with the Department.
COOLNet and COOLNet Edmonton	Construction Opportunities are advertised on-Line through the electronic procurement systems hosted by the Alberta Construction Association COOLNet and the Edmonton Construction Association COOLNet Edmonton. These services are affiliated with APC and are used for publishing construction tenders. Electronic copies of construction tenders may be downloaded from COOLNet or COOLNet Edmonton.
Department	Alberta Infrastructure and Transportation.
Design Exception	<p>A design exception is generally an instance where a value lower than the minimum standard is used. A design exception may also be an instance where a designer has chosen to use a parameter or product that is different from the prevailing practice. The product or parameter may be more or less costly to provide. The term is generally used in the context of geometric design standards. Documentation of the rationale used for the design exception must be filed as part of the design tender package for future reference.</p> <p>All design exceptions proposed by a consultant must be submitted in writing to the Project Sponsor. The Project Sponsor will ensure that Technical Standards Branch or other appropriate area or branch is informed and given an opportunity to have input prior to the approval of Design Exceptions.</p> <p>Because of the diversity of engineering and planning subjects covered by this guide, there is no one person or party given “sole” responsibility for approval of Design Exceptions. The handling of proposed Design Exceptions shall be managed by the Project Sponsor in an appropriate way based on the nature of the proposal and project.</p>
Design Package	Includes grading, surfacing and bridge design packages which are used as the basis for preparation of the construction contract tender. It generally includes the detailed design assumptions, parameters and calculations, notes to the Project Manager, Utility Agreements, environmental permits, etc. The completed and independently checked package is normally submitted to the Project Sponsor. A sign-off letter is prepared by the Consultant for the Project Sponsor’s signature for submission to Professional Services Section prior to tendering.
ECGHBP - Vol. 1	Engineering Consultant Guidelines for Highway and Bridge Projects - Volume 1 - Design and Tender.
ECGHBP - Vol. 2	Engineering Consultant Guidelines for Highway and Bridge Projects - Volume 2 - Construction Contract Administration.



Engineering Assessment

A formal assessment of various technical and safety parameters and/or performance data generally using a predefined methodology or warrant system. An engineering assessment is generally undertaken early in the construction programming cycle to allow the scope-of-work to be accurately estimated. Examples of engineering assessments are Geometric Assessment, Safety Assessment, Surfacing Strategy, etc.

EOAG

Expenditure Officer Authority Guidelines.

Estimates

“A” Estimate

A “Program/Planning Estimate” which is a “Ball Park” estimate to be prepared before any design calculations are made for roads and bridges. For roadway grading, base, and paving projects the “A” estimate may be based on a typical all inclusive cost per kilometre, (including engineering, materials costs, right-of-way, utilities, mobilization, contract costs, etc.) from past experience of average cost in the vicinity. The “A” Estimate may be refined after an Engineering Assessment has been completed.

For bridge structures, this estimate is usually produced at the Functional Planning stage and is based on the typical square metre cost for the overall deck area when applicable.

“B” Estimate

A “Preliminary “B” Grading Design Estimate” which is prepared when preliminary earthwork quantities have been established after 1 or 2 computer runs have been made. A Preliminary “B” Surfacing Estimate is prepared when the surfacing strategy has been established. These estimates may be updated one or more times before the “C” estimate is prepared.

Each subsequent “B” cost estimate submission for either roads and bridges needs to be identified as “B1”, “B2”, “B3”, etc. estimate when a greater accuracy is identified at a later stage of design. The number will designate generation or occurrence.

For bridge structures, the “B” estimate is usually produced when the structure type and overall dimensions are known.

“C” Estimate

A “Final Design Estimate” which is to be prepared when the “Grading Estimate Summary” and/or the “Surfacing Estimate Summary” have been completed for roadway grading, base and paving projects. Typically this estimate is produced after the final design is complete.

For Bridge Structures, the “C” estimate is produced when the construction drawings and estimated quantities are available.



"D" Estimate

A Bridge estimate produced when the actual tender prices are known.

Final Acceptance Certificate

The Department issues the Final Acceptance Certificate at the conclusion of the warranty period, signifying that any deficiencies in the Work that occurred prior to the expiration of the Warranty Period have been satisfactorily repaired. See Section 2.18, "Termination of Warranty and Final Acceptance" in the Engineering Consultant Guidelines for Highway and Bridge Projects – Volume 2.

Final Details

The term "Final Details" is used to describe the package of information that must be compiled and submitted at the completion of construction work. A detailed description of the requirements of "Final Details" for roads and bridges is provided in the Engineering Consultant Guidelines for Highway and Bridge Projects – Volume 2. "As-Constructed" drawings for each roadway and bridge project are to be included as part of the Final Details. A "Final Details Report" is required for each bridge file where construction or rehabilitation work is undertaken.

FOIP

Government of Alberta legislation entitled "Freedom of Information and Protection of Privacy Act"

Modified Tender Amount

Contractor's Total Tender Amount less Site Occupancy, Supply of Aggregate and Lane Rental, where applicable.

Preliminary Engineering

An engineering exercise undertaken early in the detailed design process, the purpose of which is to gather preliminary site surveys, geotechnical and other information used to reaffirm the key design parameters that should be used on the project. In cases where a Planning Study and/or Engineering Assessment has been undertaken for the project, the Preliminary Engineering process will involve "revisiting" the previously made recommendations. On projects where there is no Planning or Engineering Assessment available, the Preliminary Engineering exercise will involve establishing the key design parameters based on normal Department practices.

Professional Engineer

A person registered to practice engineering in the Province of Alberta under the APEGGA Act.

Project Administrator

A Department employee who has been designated by the Project Sponsor to administer the Contract on a day-to-day basis. Generally, this is the Construction Engineer, Bridge Engineer, Infrastructure Engineer, Senior Technologist in the field, a Specialist, an Engineer or a Senior Technologist in the Central Office.

Project Co-Sponsor

An individual primarily responsible for a particular component of work, such as the highway or bridge work.



<i>Project Design Brief</i>	A document that is completed by the Consultant for major bridge projects. The document lists salient points and design assumptions prior to any detailed design work. The purpose of the document is to ensure that the Consultant and the Department agree on the main design assumptions before the design progresses to detailed work.
<i>Project Sponsor</i>	The Project Sponsor is the Department employee who is responsible for the delivery of a project. Typically the Project Sponsor is the Construction Manager, Bridge Manager, Infrastructure Manager or his designate.
<i>Request for Proposals (RFP)</i>	<p>A formal document that includes a cover letter defining the preparation of the proposal, the basic insurance requirements expected of the Consultant and has the TOR attached to it.</p> <p>A Request for Proposal System seeks the best value through open competition or the competition of short-listed proponents, and most importantly, is a system that provides for both objective and justifiable reasoning for choosing Proponents.</p>
<i>Road Drainage Culverts</i>	Culverts with an equivalent diameter of less than 1.5 m and which are included with the road design package.
<i>Sub Consultant</i>	A person or company that enters into an agreement with the Consultant to carry out part or all of the work covered in the Contract.
<i>Surety</i>	The company or person bound with the Contractor to provide security for the construction Contract. For the purposes of this document, the terms “Surety” and “Bonding Company” are considered interchangeable.
<i>TAS</i>	Traffic Accommodation Strategy.
<i>Terms of Reference (TOR)</i>	A document outlining, but not limited to, the description of the assignment, the scope of the work, schedules and expected deliverables.
<i>Three Year Program</i>	Each year as the budget is tabled; the Department tables/presents a Three-Year Provincial Highway Construction and Rehabilitation Program. This three-year program is based on several factors including technical criteria (pavement condition, traffic volumes, collision experience, geometrics, etc.), public input, previous commitments, government policy direction and available budget.
<i>Warranty Period</i>	The Warranty Period is the period of time that the Contractor warrants the Work to be free of any defect or failure and to withstand climatic, maintenance and normal operational conditions. The length of the Warranty Period is variable depending upon the type of Work and the commencement of the Warranty Period is variable subject to the requirements of the Construction Completion Inspection or Conditional Construction Completion Inspection.



Work All or any part of the work to be performed under the Contract by the Contractor (or his representative), whether complete or incomplete, as originally set forth or as revised by the Department, and any or all of the equipment, material and labour supplied by or for the Contractor.

2.4 ROLES AND RESPONSIBILITIES

2.4.1 ROLE AND RESPONSIBILITY OF PROJECT SPONSOR

2.4.1.1 Definition

The Project Sponsor is the Department employee who is responsible for the delivery of a project from the planning or design stage through to the completion of construction and the end of the warranty period or the project. Typically the Project Sponsor is the Construction Manager, the Bridge Manager or his designate. The Project Co-Sponsor is an individual primarily responsible for a particular major component of the work on a combined project.

2.4.1.2 Responsibilities

The responsibilities outlined hereunder are offered to clarify working relationships with Consultants, Contractors and other stakeholders. The list is not intended to be exhaustive, nor does it supersede any other responsibilities or obligations contained in other manuals or the applicable Contract Documents. The Project Sponsor:

- Ensures funding and approvals are in place prior to requesting work from a Consultant.
- Ensures that the planning and/or design phases are completed to proper standards and within approved budget and time frame.
- Liaises closely with the Consultant to monitor quality, schedule, compliance and overall performance of the Consultant.
- Obtains input from appropriate Regional personnel (Operations Manager, Infrastructure Manager, etc.) or Branch/Divisional personnel.
- Liaises with various branches of the Department (administrative, technical, contractual, right-of-way, etc.) and other departments and agencies as required.
- Prepares TOR for the project, reviews the proposal and participates in the selection process.
- Liaises with Consultants during all phases of the work and reviews reports, test results, expenditures, progress payments, ECO Plans, TAS, etc.
- Chairs all project initialization and pre-construction meetings.
- In order to assess the performance of the Consultant and to ensure consistent application of standards and specifications, the Project Sponsor visits projects that are in progress and advises the Consultant regarding any project problems that are noted and/or addresses issues brought forward by the Consultant.
- May issue instructions to the Consultant to have any construction related problems rectified.
- If instructions are contrary to what the Consultant has advised the Contractor, the Contractor may have to be compensated. The Department and the Consultant will review such matters.
- Works with the Consultant at corporate support level for interpretation of specifications or potential claim situations.
- Reviews and administers scope changes, project team changes and completion date extensions.



- Liaises with the Consultant, not the Contractor, on contractual matters during construction. The Consultant deals directly with the Contractor. During site visits, discussions may be held between Department staff and the Contractor, but directions are not given to the Contractor unless of an urgent nature.
- Monitors the work to ensure that any safety deficiencies identified by the Regional Safety Officer or Occupational Health & Safety representative are corrected by either the Consultant or the Contractor.
- Monitors the work to ensure that any environmental management deficiencies identified are corrected by the Contractor.
- Upon near completion of construction, the Project Sponsor attends an interim inspection of the work (organized by the Consultant) at which time all aspects of the work which are not satisfactory, are brought to the attention of the Consultant. Attendance by the Operations Manager or his designate and the Contractor is strongly advised at this time. A list of deficiencies is produced prior to the departure of the Contractor from the site.
- Upon completion of construction and rectification of the deficiencies, the Project Sponsor attends the construction completion inspection (which is organized by the Contractor). He ensures that any input from other Department personnel is gathered prior to the inspection. The Project Sponsor represents the Department and is responsible for the construction completion acceptance. Any further deficiencies identified during the inspection are recorded by the Consultant and provided to both the Contractor and the Project Sponsor in writing. The deficiency list must also include time-lines for the completion of the deficient work.
- The Project Sponsor arranges for and hosts a Tri-Party Post Construction meeting after the construction completion inspection. The Contractor and Consultant's corporate support personnel are encouraged to attend, rather than their involved field staff. If this is not possible or practical, then the involved field staff shall attend.
- Assists with the Department's resolution of First Party Construction Contract Claims and ensures that all correspondence to the Contractor is handled in a timely manner. Also ensures that sub-trade/Public Works Act Claims are dealt with promptly.
- Assesses the performance of the Consultant on a continual basis and completes site inspections and final Consultant assessment rating in a timely manner.
- Responds to Media inquiries on construction projects. The Project Sponsor may refer the Media to the Consultant for items pertaining to specific technical matters on the project. Media contact form must be filled out and sent to Communications Branch.
- At the expiration of the warranty period or when the Contractor has completed all warranty repairs, whichever is later, the Project Sponsor prepares a Final Acceptance Certificate for issuing by the Regional Director/Branch Executive Director to the Contractor.
- Approves all Consultant invoices and Contractor progress estimates.
- Ensures funding and approvals are in place for all scope and contract changes.

2.4.1.3 Role and Responsibility of Project Sponsor - Combined Projects

In combined projects that include both roadways and bridge construction, the roles of the Construction Manager and Bridge Manager are to some extent integrated. It takes considerable communication and co-ordination during the process of delivering a combined project from the planning stage to the construction phase.

For such a combined project either the Construction Manager or the Bridge Manager will be the Project Sponsor. This will depend largely on the predominance of the roadway and bridge work involved as well as the specialty of the work.



The Regional Director, in consultation with both managers, will assign a Project Sponsor (and a Co-sponsor when necessary) to the project.

The Co-sponsor can deal directly with the various agents involved with the project in so far as the technical aspects are concerned. Administrative processes, approvals, contractual changes, scope changes, etc., are to be directed through the Project Sponsor.

The Project Sponsor is responsible for the Terms of Reference after obtaining input from the Co-sponsor, technical specialist, or others as required and will circulate Requests for Proposals issued through Professional Services Section.

The Project Sponsor will distribute copies of the Consultant's proposals received from Professional Services Section to the Regional/Branch representatives.

Either, or both, Project Sponsor and Co-sponsor can attend the Consultant Selection Committee meeting or, alternatively, provide comments if unable to attend.

Refer the Consultant's Traffic Accommodation Strategy (TAS) and ECO Plan reviews to the co-sponsor.

The Project Sponsor chairs all pre-construction meetings.

After the Consultant is selected, the Project Sponsor will arrange and hold an initialization meeting. Areas of responsibility and reporting procedures will be outlined so that the Consultant can effectively communicate with the respective Project Sponsor/Co-sponsor.

The Project Sponsor will deal with scope changes, changes to the Consulting Services Contract, project team changes, fee schedules; all project related payments, all contract administrative documents, etc., after input from the Co-sponsor is received.

Consultant Performance Evaluations are completed by both Project Sponsor and Co-sponsor.

Both the Project Sponsor and Co-sponsor may attend conceptual design review and detailed design meetings, choose design meetings, tender review meetings, etc. Consultants are to prepare/confirm a check list of requirements before submitting design/tender package: Historical Resources Impact Assessment (HRIA), Environmental Design Review, Stakeholder right-of-way. Both the Project Sponsor and Co-sponsor where applicable, sign off on the tender package before submission to Professional Services Section.

The Co-sponsor is to deal directly with the Consultant for specific areas of his domain.

The Project Sponsor and Co-sponsor will co-ordinate and monitor the updating of the Construction Project Management System (CPMS) submission of monthly expenditure reports, weekly construction reports, consultant design cost estimates "B" and "C", etc.

Each will ensure that communication is maintained and necessary information is exchanged during the course of the project implementation; that the Regional Director/Executive Director is kept informed; and will utilize Central Office resources as required.

Semi-final and final inspection can be attended by both as needed.



Final details are to be submitted to the Project Sponsor for review and approval. Appropriate portions are submitted to central office.

It is imperative for each manager to keep their technical support staff informed and foster interaction and involvement in as many phases of the work as possible.

The Project Sponsor is to conduct periodic construction group meetings at which staff from the Roadway and Bridge sections will review issues and will be updated of the status of projects by the consultant and contractor. Review consultant traffic accommodation if required.

2.4.1.4 Roles & Responsibilities of Regional and Professional Services (PSS) Staff for Consultant Selection Process

The following details the steps involved in the consultant selection process:

Project Ranking List

- The Regions and PSS attend Program Delivery Meetings, chaired by Programming Section, every month or two. At these meetings, projects are reviewed and engineering start dates are set in order to meet delivery targets.
- Once there are enough projects to make a consultant project ranking list viable, a ranking list is created by PSS. Through consultation with the Regions, the ranking list is finalized. Generally, there are about five lists issued in a year (three for road projects, one for bridge projects, and one for planning projects).
- The Region must ensure that any projects included on the ranking list have appropriate approvals in place (eg. if construction beyond the 5-year window, the ADM must provide approval prior to issuing ranking list).
- PSS issues the ranking list to consultants, who in turn rank the projects. The consultants are given one week to submit their rankings. PSS then develops a tentative shortlist for each project within one week of receiving the rankings.
- PSS will obtain CRC approval for the tentative shortlists prior to the issue of the RFP.
- If there are not enough projects to make a ranking list viable, and a project has surfaced where there is an urgency to start the design, alternate arrangements may be considered to retain a consultant (i.e. sole-sourcing, shortlisting outside of the ranking list, or open-call). PSS will work with the Regions to find a mutually acceptable solution and PSS will then seek CRC approval to proceed.

Terms of Reference

- When a project needs to go out for RFP, the Region initiates the process by preparing the TOR and submitting it to PSS.
- PSS will then seek CRC approval of the shortlist within 1 to 2 weeks.
- PSS reviews the TOR to ensure it complies with INFTRA guidelines (eg. format, schedule, evaluation criteria). Since PSS is not familiar with the project details, the TOR is reviewed in an objective manner to ensure the project requirements are clear and easily understandable.
- PSS provides any comments/questions to the Region concerning the TOR. Any necessary changes can be made by either PSS or the Region, depending on the nature of the change. Any substantial changes (ie. changes to content as opposed to minor formatting changes) are to be approved by the Region prior to proceeding to the RFP stage.



Request for Proposals

- Once the TOR is acceptable to both the Region and PSS, the RFP is issued by PSS. Depending on the number and extent of changes required to the TOR, the RFP will be issued 2 to 4 weeks after the TOR is received in PSS.
- Consultants are expected to communicate directly with the Project Sponsor's office concerning any clarifications on scope of work, etc.
- If an addendum is required, it must be issued by PSS.

Consultant Selection

- Once the proposals are submitted, PSS will co-ordinate and chair the selection meeting. The selection committee will consist of representatives from the Region, PSS, and TSB. The selection meeting will be scheduled 1 to 3 weeks after the RFP closes.
- Once the preferred consultant is selected, the selection committee will identify any items requiring clarification and/or negotiation.
- PSS will request approval from CRC for the preferred consultant notwithstanding additional requirements for review of and agreement on outstanding items requiring clarification/negotiation/resolution as identified through the selection process. If the clarification and/or negotiation item results in a cost increase, an estimated cost will be provided to CRC and approval in principle of the additional cost will be requested.
- Once CRC approval is received, PSS will telephone the consultant and advise that they have been selected as the preferred consultant. Any items requiring clarification and/or negotiation will be identified.
- If required, PSS will initiate the negotiation process directly with the consultant and will request them to provide any required information within 1 to 2 weeks. If the clarification and/or negotiation item is technical in nature, involves changes in the fee schedule, changes to the milestone dates, etc., the Region will be consulted.
- PSS will ensure the results of any required clarification and/or negotiation items are reasonable in terms of scope and fee. PSS will confirm the clarification and/or negotiation items approved in principle at CRC have been included and are within the additional fee estimated. If the clarification and/or negotiation items are higher than the fee approved in principle by CRC, the Region shall provide rationale for the increased fee. If the additional fee is within 10% of the estimated fee or \$50,000 (whichever is larger), the Executive Director of Program Management Branch has the authority to approve the additional funds. If the additional funds are outside of this limit, CRC must provide approval of the additional funds. PSS will ensure the necessary approvals are obtained.
- PSS will ensure any required negotiations are completed within the allotted timeframe.
- Once any required clarification and/or negotiation items have been resolved, PSS will proceed with the preparation and execution of the CE agreement. The CE agreement will be forwarded to the Region for signature within 2 weeks.
- Once PSS is certain that the project will be awarded to the preferred consultant, PSS will advise the unsuccessful consultants by e-mail. The notification will be sent within 1 to 3 weeks, depending on the extent and complexity of any required negotiations. PSS will provide a debriefing to the consultant, if requested. If required, due to technical reasons, PSS may request involvement from the Region.



2.4.2 ROLE AND RESPONSIBILITY OF CONSULTANT

2.4.2.1 Definition

The Consultant is an engineering company (or their representative) retained by the Department to undertake work for the Department.

2.4.2.2 Responsibilities

The responsibilities outlined hereunder are offered to clarify working relationships with the Project Sponsor, Contractors and other stakeholders. The list is not intended to be exhaustive, nor does it supersede any of the obligations outlined in any other manual or the Consulting Services Contract Documents.

- After agreement regarding the scope of work, the Consultant undertakes the work in accordance with the prescribed scope, standards and specifications provided by the Department.
- Liaises with Project Sponsor and provides reports (work progress, test results, expenditures, progress estimates, estimated final expenditures for both the Construction Contract and Consulting Services Contract, etc.). Keeps the Department informed of progress, issues and problems.
- All communications with the Department are at the corporate support level, or as designated with the Project Sponsor. The Consultant's onsite representative, after having sought and received his own corporate input, may request specification interpretation or other direction from the Project Sponsor.
- Liaises with other departments, agencies and the Public as required.
- Ensures that Utility Companies are contacted well in advance of construction commencement. Also is proactive in identifying and addressing any landowner issues.
- The Consultant is a Prime Contractor in accordance with the Occupational Health and Safety Act and is responsible for ensuring that all of his sub-consultants are familiar with and work in conformance with the Act.
- Reviews the Contractor's ECO Plan to confirm compliance with the "Framework" and the conditions of approval for construction. The Consultant is familiar with all the environmental conditions throughout the proposed construction area and confirms that the Contractor thoroughly addresses all aspects where environmental impacts can occur.
- Upon receipt of the Traffic Accommodation Strategy (TAS) from the Contractor, the Consultant reviews it and sends a copy with his comments/recommendations to the Project Sponsor. If either the Consultant or the Project Sponsor is not satisfied with the TAS, the Consultant requests the Contractor to address any questions or deficiencies and submit a revised final copy of the TAS to the Consultant.
- Arranges and attends pre-construction meetings (which are chaired by the Project Sponsor).
- Is the Department's on site representative for construction and liaises with the Contractor during the construction phase. Monitors the Contractor for compliance to the Construction Contract and takes appropriate action when the standards or specifications are not being met.
- Holds bi-weekly on-site meetings with the Contractor, takes minutes of the meetings and distributes minutes of the meetings to the Contractor, the Project Sponsor and other stakeholders.



- Monitors the Contractor's compliance with the agreed upon Traffic Accommodation Strategy (TAS) and takes action (including suspension of work) when the TAS is not complied with. Advises the Regional Safety Officer, in a timely manner, of serious or ongoing safety issues that are not being resolved by the Contractor.
- Monitors the Contractor's compliance with the agreed upon ECO Plan and takes action (including suspension of work) when the ECO Plan is not complied with. Advises the Project Sponsor, in a timely manner, of serious or ongoing environmental management issues that are not being resolved by the Contractor.
- Discusses with the Project Sponsor any substantial issues or problems (i.e. alignment changes, specification compliance problems, significant cost increases, safety concerns, claims possibilities, potential cost over-runs, etc.) and seeks approval/direction/concurrence.
- Notifies the Project Sponsor of any potential scope changes that may affect the fees payable in a timely manner before any additional work is done.
- Meets with Contractor every month to review progress payments.
- Manages work undertaken by Sub-consultants.
- Promptly notifies the Project Sponsor and the Department's Program Management Branch of all claims and potential claims. Recommends, in a timely manner, a first level response position for all First Party Claims.
- Arranges for interim inspection of construction project to obtain the Department's input as to the acceptability or otherwise of the project. He invites the Contractor, Project Sponsor(s) and other stakeholders to the interim inspection as necessary and prepares and distributes deficiency list.
- Participates in the construction completion inspection (which is called by the Contractor), records and prepares a deficiency list if any deficiencies are noted and distributes the deficiency list to the Contractor and the Project Sponsor.
- Subsequent to liaising with the Project Sponsor as to the status of construction completion and the correction of deficiencies, the Consultant issues the Construction Completion Certificate letter to the Contractor and forwards copies to the Project Sponsor and the required Department staff.
- Provides senior corporate support to attend the Tri-Party Post Construction meeting after the construction completion inspection.
- Completes self evaluation and submits it with final details to the Project Sponsor.
- Maintains documentation to support all fees and disbursements claimed from the Department.

2.4.3 ROLE AND RESPONSIBILITY OF CONTRACTOR

2.4.3.1 Definition

The Contractor is the person or company that has entered into a Construction Contract with the Department.

2.4.3.2 Responsibilities

The responsibilities outlined hereunder do not form part of the Construction Contract documents, but are offered to clarify working relationships with Project Sponsor, Consultants and other stakeholders. The list is not intended to be exhaustive, nor does it supersede any of the obligations of the Contractor as laid out in the Construction Contract Documents.

- Ensures familiarity with work sites and all documents and plans prior to bidding and ensures that all work included in the tender documents is understood prior to submitting a tender.
- Is safety conscious and properly accredited.



- Ensures that project personnel are qualified and properly trained.
- Completes and submits a Traffic Accommodation Strategy (TAS) prior to commencement of work on the project. The TAS details the Contractor's proposed traffic control procedures and temporary signing to be used on the projects.
- Ensures that traffic accommodation plans are delivered prior to pre-construction meeting and/or as required.
- Prepares an Environmental Construction Operations Plan (ECO Plan) prior to commencement of work on the project. The ECO Plan consists of plans and written procedures that address the environmental protection issues relevant to the specific activities being performed.
- Attends pre-construction meeting and ensures that appropriate personnel are in attendance including the project superintendent.
- Constructs the works in accordance with the plans and specifications.
- Ensures that all signing is in place in accordance with the approved traffic accommodation strategies prior to the commencement of the work, and that the plan is carried out as approved.
- Ensures that all environmental protection work is in place in accordance with the approved ECO Plan prior to the commencement of the work, and that the plan is carried out as approved.
- The Contractor is a Prime Contractor in accordance with the Occupational Health and Safety Act and is responsible for ensuring that all of his sub-contractors are familiar with and work in conformance with the Act. All communication from Sub-contractors is directed through the Prime Contractor.
- Attends all site meetings as required.
- Allows Consultant and Department staff total access to all sites and personnel.
- Meets with the consultant on a monthly basis to review progress payment estimates.
- Documents, and as soon as possible, informs the Consultant and Project Sponsor in writing regarding any problems which are not being resolved on site.
- Where the Consultant has provided the Contractor with his decision on a matter and the Contractor disagrees with the position and wishes to pursue the matter further, the matter is to be dealt with as a claim. It then becomes the Contractor's obligation to submit a Notice of Claim to the Consultant no later than seven days after the occurrence of the circumstance.
- Notify the Consultant and Project Sponsor of any other problems such as landowner issues, utility move problems, and public traffic problems.
- Arranges for and attends the construction completion inspection. Also attends any interim inspections arranged by the Consultant with Department staff.
- Provides senior corporate support to attend the Tri-Party Post Construction meeting after the construction completion inspection.
- Corrects all deficiencies and carries out all necessary repairs in a timely manner. Failure to do so delays release of holdback and delays the start of the warranty period.
- Ensures that warranty repairs are completed when and as required.



3 PROGRAM PLANNING OF PROJECTS

The Programming Section of the Program Management Branch is responsible for coordinating and implementing the development, scheduling, tracking, and budget control of the Multi-Year Construction and Rehabilitation Programs for roadways, bridges, water management and ancillary infrastructures and to ensure effective fiscal management of the programs to meet overall Departmental approved budgets.

A Multi-Year Construction and Rehabilitation Program is available to all departmental stakeholders involved in the programming process via an access database which is maintained by the Programming section. The first three years of the multi-year program represents the current three-year Construction and Rehabilitation Programs. The projects in the remaining years of the multi-year program are subject to revision on an annual basis based on relative technical ranking, available budget and other priorities of the Department.

Each year the Department formalizes a “Three-year Provincial Highway Construction and Rehabilitation Program” report which is tabled/presented in the Legislature and which is consistent with the Department’s capital planning initiatives as well as the three-year business and expenditure plan.

3.1 PLANNING PROCESS FOR ALL MAJOR PROVINCIAL HIGHWAY PROJECTS

The Programming Section coordinates inputs from Regions, Transportation Safety Services, Program Management Branch, Technical Standards Branch and other stakeholders to identify projects for inclusion in the Multi-Year provincial Highway Construction and Rehabilitation Program.

This program is developed in a uniform, systematic and planned manner commensurate with demands and needs. In this regard, the Department’s Construction Program Management System (CPMS) is utilized as the corporate database to store and develop the Multi-Year Provincial Highway Construction and Rehabilitation Program, which basically includes the following components.

3.1.1 HIGHWAY NETWORK PLANNING (LONG RANGE TRANSPORTATION PLAN)

Identifies the overall highway network requirements for functional, structural, geometric and safety needs and provides proposed improvement priorities for various time horizons (e.g., 5, 10, 15 and 20 years). Long-term scenarios are evaluated taking into consideration future traffic growth, structural and functional performances, potential accident locations and future industrial development.

3.1.2 HIGHWAY PLANNING AND DESIGN

Provides for evaluation of intermediate and long range options and allows further definition to highway projects, alignments, environmental issues, timing and projected expenditures.

3.1.3 REGIONAL OFFICES

Identify individual highway projects, complete with limits, estimated costs, estimated schedules and detailed justification. Develop Regional priorities and update/justify project details and schedules on an ongoing basis (project prioritization).



3.1.4 TECHNICAL STANDARDS

Provide support to the regions and Programming Section regarding safety, highway, bridge and ancillary condition including test results, performance statistics, guidelines and standards; for functional, geometric, structural evaluation and alternative improvement consideration.

3.1.5 COMPARATIVE RATING SYSTEM

This internal system is used to determine a technical ranking of individual highway projects under three categories of factors (operational/technical, safety and strategic/socio-economic). The objective is to evaluate the relative importance of each potential project using the same factors and weights. Currently, the Programming Section is evaluating other software alternatives for prioritization and optimization of planning and construction projects identified in the Multi-year program.

3.1.6 OTHERS

The public, industry, municipal authorities, MLAs, other government Departments, and government initiatives all provide input into the programming process.

3.2 DEVELOPMENT OF THE THREE YEAR PROVINCIAL HIGHWAY CONSTRUCTION AND REHABILITATION PROGRAM

- Table/present 3-YR Provincial Highway Program in the Legislature.
- Provide a draft, Multi-Year, Provincial Highway Program to the Regions and other stakeholders.
- Undertake meetings if required and assemble all programming recommendations into an updated Multi-Year Program.
- Present Program for Departmental overview and approval.
- Provide the revised Multi-Year Provincial Program draft to all stakeholders for additional (more detailed) input and evaluation.
- Provide the updated Multi-Year Provincial Program draft for Executive approval with subsequent 3-YR Draft Program for Minister review.
- Review and refine the draft 3-YR Program for Departmental Approval and for subsequent Ministerial Approval.

3.2.1 ONGOING PROGRAM UPDATES

The Regions and other stakeholders provide monthly inputs and updates to the development of the multi-year program at the Program Development/Pre-Construction Scheduling Projection Meetings. Meetings are arranged by the Programming Section and may employ teleconferencing. Staff from the Programming Section, Regions and Professional Services Section are in attendance to review program/project status.

NOTE: *Irrespective of time of year or status of the programming process, basic revisions to the programs are continually being undertaken as information is received to better define or identify projects.*



3.3 IMPLEMENTATION OF THE THREE YEAR PROVINCIAL HIGHWAY CONSTRUCTION AND REHABILITATION PROGRAM

When the Three Year Provincial Highway Construction and Rehabilitation Program is finalized, it is published in the format suitable for tabling/presentation in the Legislature (usually in late February in conjunction with the Three-Year Business Plan).

The tabled Three-Year Provincial Highway Construction and Rehabilitation Program lists the major provincial highway projects (including road, bridge, and ancillary infrastructures) where substantive work is anticipated over the next three years. Not identified in the program are minor projects which include projects estimated to cost less than \$100,000, localized improvements such as minor slide repairs and intersection upgrades, and general expenditures such as seal coating, lighting and preliminary engineering.

The budget for the program is prepared annually by the Transportation and Civil Engineering Division and approved through the normal process by Legislature and Treasury.

To implement the program, the Programming Section of the Program Management Branch coordinates with the Regions and other internal stakeholders to schedule Consultant selection and Construction Contract tendering while maintaining expenditure control to ensure delivery within budget. Regional Offices monitor construction activity and progress of individual construction projects, and liaise with Consultants and Contractors.

The pre-approval by the Minister of the prepared three-year capital program sets the priorities and scheduling of projects, along with an estimated "A" value. The program is summarized in the Construction Program Management System (CPMS) which is the vehicle for Central Office and the Regions to monitor, schedule, deliver and track projects.

CPMS is maintained by Program Management Branch and program delivery meetings are held periodically. The Construction Manager/Bridge Manager/Infrastructure Manager can attend these meetings.

In the past, Bridge Section programming has focused on the five-year capital program. They are now going through the five-year capital program to identify bridge projects.

In the case where the "B" estimate differs from the "A" estimate, CPMS is updated with input from the Regions directly into CPMS, with Program Management Branch updating/monitoring from an overall provincial standpoint.

It should be noted that for various reasons, a project listed on the program may not necessarily be constructed as shown. It may be delayed or advanced due to budget availability or modifications to the program may be required as more current information becomes available, including surface conditions, right-of-way acquisition, traffic conditions, etc.



3.4 PROGRAM DELIVERY / BUDGET CONTROL

This is one of the core program management processes for the maintenance and control of current and projected fiscal year expenditures in an effort to enable an efficient project scheduling and tendering process for departmental budgetary decisions and to provide a tracking process for budget control. This process is operated in close association between Programming Section, the Professional Services Section, the Regional offices and the construction industry to maintain accurate current and proposed project progress and expenditure status.

Refer to “Financial Project Management - Summary” and “Project Expenditure Report” sample, templates and example in PAM APPENDICES for additional information.

3.4.1 CONSTRUCTION CONTRACT IDENTIFICATION / JOB NUMBER

The basic component of program and budgetary control for both the Construction Contract and non-contract administration is the Job Number, which is required to provide a unique identity and to allow the Provincial Government’s IMAGIS accounting system to manage and track a budgetary project throughout the entire life of the project. Programming Section undertakes this function in close association with the Professional Services Section and Finance.

3.4.2 PROGRAM DELIVERY

The Program delivery meeting is a critical part of the project delivery and scheduling process. This process and the required meetings are led by the Programming Section, attended by Programming staff and representatives from Professional Services and the Regional offices. Project details, budgetary information, rationalization, prioritization, and project scheduling are all part of the discussions and debates. Decision and updated information from such meetings are entered into the Construction Program Management System (CPMS) on an ongoing basis; CPMS is maintained by Programming Section and the Program Delivery information is utilized by all levels of the Department.

3.4.3 BUDGET CONTROL

Budget control is a continual and ongoing process involving the use of weekly and monthly reports for updating and summarizing both the progress and budgetary status of current and projected annual construction activities.

Programming Section provides the consultants with the Construction Contract progress estimate and project expenditure forms. The Consultant provides up to date information and submits it to the regional offices for approval by the Project Sponsor. The Project Sponsor distributes progress estimates to Programming Section, Tender Administration Section, the Consultant and the Contractor.

Information is then updated by the Project Sponsor in the Budget Control System (CPMS). Using these updates, Programming Section provides an overview with regard to contractor workload and schedule. This information and progress are summarized monthly, or as required, for executive decision-making and for the ongoing strategic planning and scheduling of future projects.



3.4.4 FORECASTING EXPENDITURES – GENERAL

As part of the Administration Process Review undertaken by the Department, a systematic review was completed of the administrative components of the work processes in Operations, Construction, Bridges, Properties, and Infrastructure with the view of re-aligning them with the Department's current business needs. A need was also identified to build a performance framework to link individual performance to the Department's business strategies and objectives.

Forecasting Expenditures is but one of several business components indicating a need for administrative improvement. Because of the way that the Department allocates and distributes funding across numerous smaller projects, it is imperative that accurate and timely budget reporting and forecasting occur on a regular basis. Small discrepancies and misrepresentations per project multiplied by the number of projects being administered on an annual basis can have significant impact on the Department's ability to make decisions regarding the number of projects to tender in order to make maximum use of its allotted funding without going over budget in any given fiscal year.

To address this issue, the **PROJECT EXPENDITURE REPORT** form was developed. The Report is to be completed **by the first business day of every month** by Department staff responsible for a project, to report work that was completed during the previous month and to project current fiscal year and final project costs. Each Project Expenditure Report would relate to a single Job Number. Information from the Project Expenditure Report is then input into the Construction Program Management System (CPMS) **by the end of the fifth business day of every month**, from where it will be rolled up to provide a provincial analysis. Instructions and guidance in the use of the Report are detailed on the following pages. Sample Report documents are contained at the end of this section and in the Appendices.

The implication of this is that timely information will have to be obtained monthly not only from responsible Departmental staff, but also from contractors, consultants, municipalities, and anyone else to whom funding has been entrusted. In keeping with the importance that the Department places on this initiative, provision of accurate and timely budget reporting and forecasting will become a measurable item in performance assessments, both for Departmental staff and the consulting industry.

It is hoped that use of the Project Expenditure Report will be the first step in producing better and more timely expenditure and forecasting information. However, use of the Report is only part of a larger strategy for administrative improvement. Once there is greater confidence in the expenditure and forecasting information being provided, it is hoped to move on to complete electronic submission without data re-entry into CPMS, and eventually direct input into the Transportation Infrastructure Management System (TIMS).

3.4.5 FORECASTING EXPENDITURES – PROCESS

3.4.5.1 Who is a "Forecaster"?

A forecaster is anyone involved with business unit planning. This includes Project Sponsor, Project Managers, Contractors, Consultants, Technical Personnel, Administration and Administrative Support. The person who completes the Project Expenditure Report normally signs in the 'PROJECT MANAGER' blank on the bottom right of the report.



3.4.5.2 What is their Role and Responsibility?

Their role and responsibility is to provide accurate and reliable forecasts of expenditures and total project costs within the current fiscal year. Most Departmental projects are volatile, and therefore forecasting expenditures requires a continuous knowledgeable pro-active review (i.e. - have the consultant, contractor or vendor been contacted and does the information they have provided seem reasonable?).

The value of accurate and reliable forecasts cannot be stressed enough, as it is one of the “key” fundamental areas in all business units and is critical in achieving each business unit’s goals, as well as the overall Division’s goals. Accurate and reliable forecasting adds value to the Department in a number of ways:

- High quality consistent forecasts assist in project planning.
- Timely information allows for better decision making and assessment of priorities.
- Identifies status in relation to budget.
- Improves Divisional and Departmental ability to manage within budget

Main Area of Concern for “Forecasters”

The main focus of the “forecaster” is to be as accurate and comprehensive as possible and to meet the monthly reporting timelines.

Ongoing evaluation of forecasting over the course of the year must occur for the process to be an effective tool.

Within each business unit there are individuals who are involved with budget control. There are various tools utilized to accomplish budget control, including CPMS, BPMS, IGIS, and IMAGES.

3.4.5.3 Critical Forecasting Events

The importance of accurate forecasts year-round cannot be stressed enough, but it is extremely important that as the fiscal year end approaches, the month end and mid-month forecasts be accurate. The last 2 months are considered the ‘Critical Stage’ as year-end expenditures must be set and met.

3.4.5.4 Budget Control - Programming

In order to monitor the progress and the expenditures on approved projects, the process is as follows:

- Submit Project Expenditure Approvals (PA’s) with appropriate signatures.

It is necessary to obtain expenditure approvals prior to incurring any expenditure for approved projects. The process involves:

- Sending in PA’s, approved by appropriate Expenditure Officer, then to Programming.
- Subject to the availability of funds, Programming Section will either approve or deny PA’s.



- Issuance/assignment of Job Numbers by Programming to enable expenditures.

This is a Programming Section responsibility. If a PA is approved, a job number will be issued. Job number notification provides information on program, sub-program, job number, money allocated, etc. Project expenditures are charged to their respective job numbers.

For regular maintenance work, each CMA has been assigned a job number with A, B, C suffixed for Contract work, MCI salary and expenses and non-contract work respectively.

- The update of CPMS regularly as projects progress.

This is the individual business unit's responsibility and very important for tracking projects accurately. Projects for which job numbers have been issued must be regularly updated in CPMS. The following details are updated every month within the first 5 working days of the following month and on a more frequent basis as the fiscal year-end approaches:

- Construction start date, construction end date and % complete to-date.
- Projected expenditure to-date.
- Projected expenditure for the fiscal year.
- Projected carry-overs to future fiscal years.

Any changes due to errors or modifications noticed after entry into CPMS (i.e. – from reconciliation with IMAGIS reports) can be addressed on the following month's reporting.

- The production of monthly Budget Control reports (Provincial Roll-Over).

This is a function of the Programming Section. Roll-overs are simply extracting and combining the updated individual unit's data which gives a Provincial overview and facilitates appropriate actions such as the delay/advance of projects or the use of other "valves" depending on the overall expenditures, forecast and budget levels. Roll-overs provide the following data:

- Construction start date, construction end date and % completed to-date.
- Dollars allocated in the program.
- Dollars approved through PA's.
- Projected expenditure to-date.
- Actual expenditure paid to-date (IMAGIS).
- Projected expenditure in this fiscal year.
- Projected carry-overs to future fiscal years.

The accuracy of budget control and subsequent actions to take depend very much on the accuracy of numbers entered in CPMS.

- Year-End Forecasting

Though monthly updates are important, accurate updates in the months of January, February and March are vital. Year-end forecasts and appropriate funding allocations are very much based on these updates, which are distributed in print on a monthly basis and just prior to year-end on a weekly basis.



Other year-end requirements such as accruals and contingent liabilities are very dependent on the accuracy of the year-end forecast and are crucial in meeting the Division's financial commitments.

3.4.6 PROJECT EXPENDITURE REPORT GUIDELINES

Refer to "SAMPLE PROJECT EXPENDITURE REPORT" form in Appendices.

General Project Information and Identification Area

This area is largely self-explanatory. **Length** refers to the total project length if there is one. Not all projects will have a length associated with them. **Other jobs** is requesting information about any other job numbers within the same contract for contract projects only. **Estimated End Date** becomes the actual project completion date once the project has been completed. **Project Sponsor** refers to the Departmental manager or employee responsible for the project, and would normally be the person expected to report expenditure information at the end of the month.

Column A

The line headings in Column A are used to indicate the various expenditure facets of a project that are going to be tracked. The first attachment shows typical items tracked on a contract project. However, there are many other types of items that might be logical for your particular work unit to track, particularly for non-contract projects. Several examples are included in the "SAMPLE PROJECT EXPENDITURE REPORT" form that follows, but you should feel free to customize this column to include items, and only those items, that it is important for your work unit to track.

Columns B and C

For contract projects, the information for Column B comes directly from a combination of the contract tender and in the case of the lines below the shaded area in Column B, from the consultant's design estimate. For non-contract projects, the information in Column B represents your original estimate as to what it would take to complete the project. In either case, Column C is used to record the value of any revised funding allocations brought on by changes in scope and extent of the contract or project. Columns B and C indicate the original estimated overall project value, and this should not be confused with Column F that only asks for a forecast of the project value for the current fiscal period.

Column D

This column is only applicable to carry-over projects where costs were incurred in a previous fiscal year. If the project has been carried over for more than one year, then all costs should be accumulated for the previous years and be reported in this column.



Column E

This is the area where current fiscal year expenditures should be reported, the government fiscal year being April 01 of one year to March 31 of the following year. Current expenditure represents the total estimated expenditure for work completed in the current fiscal period, and includes contract payments, work for which an invoice is currently in progress, and the cost of any materials if physical delivery has been taken. The total current expenditure should always be equal to or greater than the contract progress payments made for the same fiscal period. It is not necessary to spend an inordinate amount of time calculating the amounts in this column, as anything omitted in the current month can be reconciled in the following month.

Column F

This is ***the most important column*** on the Project Expenditure Report, and is asking for the best effort forecast of the total funding that will be required for the project in the current fiscal period.

Column G

Once it becomes evident that a project will not be completed in the current fiscal year, a best effort forecast should start to be shown for the amount of funding that will be required in a subsequent fiscal period or periods to complete the project. Again, the forecasting accuracy in this column should increase as the year progresses and as the project nears completion.

Column H

This column is the total of Columns D, F and G, and provides the total project expenditure from inception to completion.

Remarks Area

This area has been provided to enable a detailed description of any project changes or complications, expenditure deviations or concerns, design changes or modifications, and any other project details that may have a significant impact on forecasted final expenditure.



4 TYPES OF CONSULTING SERVICES CONTRACTS

4.1 GENERAL

With the outsourcing of the Department's engineering services, procedures have been established, in collaboration with the internal users and the Consulting Engineers of Alberta, for the hiring of Consultants to provide a wide range of services. These procedures fall into a number of separate categories depending on the complexity of the work and the associated risk to the Department.

4.2 SERVICE CONTRACT - PROFESSIONAL/TECHNICAL SERVICES UP TO \$25,000

4.2.1 DESCRIPTION

The Service Contract - Professional/Technical Services is intended for small value and/or short-duration assignments that are valued up to \$25,000.00, and have duration of less than 1-year. The assignments are generally clear and simple and the chance of any variation to the work is minimal.

The template for the form of the contract is available at:

www.infratrans.gov.ab.ca/INFTRA_Content/docType29/Production/revisedserviceagreement2005technical.doc and is also included in the Appendices.

4.2.2 SAFETY CERTIFICATION

Under the Occupational Health and Safety (OH&S) Code, low hazard work is defined as work at administrative sites where the work performed is clerical or administrative in nature. This would include work such as land appraisals, planning studies, engineering studies that are office-based, temporary clerical staff, IT work, etc.

The other level of hazard identified in the OH&S Code is high hazard work. The Code specifically identifies work involving construction or demolition of roads, highways, and related installations as high hazard work. Using this definition, most contracted work by the Department is considered high hazard work under the OH&S Act. Examples include any road, bridge or maintenance work, and work by Consultants: in proximity to construction equipment; work within the right-of-way where there is an exposure to public traffic; work in isolated and/or remote locations; and any work that utilizes motorized off-road vehicles.

If the scope of work to be performed under the Contract is considered to be high hazard, as defined by the OH&S regulations, only Vendors who possess a valid Certificate of Recognition (COR) which is relevant to their industry and is recognized by Alberta Human Resources and Employment, Workplace Health and Safety may be utilized. In addition, the Project Sponsor shall ensure a pre-job safety meeting, in accordance with Appendix A-S01 of the ECGHBP – Vol. 2 is held and documented.

When the requirement is for COR, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable in cases where a Vendor currently does not have COR but is in the process of obtaining it. A small employer's certificate of recognition (for employers with less than ten employees) is not considered acceptable. In those situations (i.e. specialized work) where it is not possible to retain a full COR Vendor, the Project Sponsor will have two options:



- The Project Sponsor may take a contract with a known COR Vendor (i.e. a Maintenance Contractor) who will then be able to sub-contract the Work to the specialized Vendor. Following the pre-job safety meeting, the specialized Vendor will perform the Work under the direction of the Prime Contractor.
- The Project Sponsor may take a contract directly with the specialized (non-COR) Vendor. In this case, the contract shall be approved by a Level 4 Expenditure Officer (Regional Director/Executive Director) regardless of the value. Additionally, the Project Sponsor and the Regional Safety Officer will be responsible for reviewing and accepting the non-COR Vendor's safety program, and for conducting and documenting a detailed pre-job safety meeting in accordance with Appendix A-S01 of the ECGHBP – Vol. 2.

The Project Sponsor is responsible for determining the hazard level of the work, and confirming that the Vendor possesses a COR or a valid TLC through the Alberta Construction Safety Association.

A valid COR or TLC will not be mandatory for low hazard work.

4.2.3 SELECTION

The Project Sponsor identifies the Consultant. Consultants shall be selected using a competitive process or through sole-source. If Consultants are selected through sole-source, every effort should be made to ensure that favouritism, or the appearance of favouritism, is avoided. See "Guidelines for Sole Source Consulting Services Assignments" in the Appendices.

4.2.4 APPROVALS

Approval of the initial Professional/Technical Services Contract, and approval of all subsequent invoices shall be in accordance with EOAG.

In accordance with the Auditor's recommendations, the individual who approves payments on the Consulting Services Contract may not be the same individual who approved the original Consulting Services Contract.

4.2.5 CONTRACT

The standard form of the Professional/Technical Services Contract is a 2-page Contract that is signed by the Consultant and approved by an appropriate level of expenditure officer. One copy of the Consulting Services Contract will be retained by the Consultant, one copy will be retained by the Region, one copy will be sent to Finance Branch and one copy will be submitted to Professional Services Section.

Each Professional/Technical Services Contract will be assigned a unique Contract Number. The Contract number is automatically generated by CPMS in the following format:

Southern Region	R1xxx/YR
Central Region	R3xxx/YR
North Central Region	R5xxx/YR
Peace Region	R6xxx/YR
Business Management Branch	BMBxxx/YR
Capital Planning (Policy & Planning)	CPAxxx/YR
Civil Projects Branch	CPBxxx/YR



Cost Shared Projects	CSPxxx/YR
Finance Business Management	FBMxxx/YR
Highway Geomatic Section	GEOxxx/YR
Highway Asset Management	HAMxxx/YR
Information Management Branch	IMBxxx/YR
Interchange Projects	INTxxx/YR
Program Management Branch	MPB/xxxYR
Regional Municipalities	PMBxxx/YR
Professional Services	PSBxxx/YR
Technical Standards Branch	TESxxx/YR
Transportation Safety Services	TSSxxx/YR
Transportation Safety Carrier Services (Red Deer)	TSCxxx/YR

4.2.6 ADMINISTRATION

The intent of the Professional/Technical Services Contract is to keep administration as simple as possible.

Assignments are generally on a daily or lump sum basis. Hourly assignments are generally discouraged, especially for high hazard work because hourly contracts tend to require the direction of the Project Sponsor. In the event of a workplace accident, perceived direction by the Project Sponsor may undermine the Department's position with regard to Prime Contractor status.

Generally, fee increases should be avoided. If fee increases are required, approval is in accordance with the Expenditure Officer Guidelines.

These contracts are tracked in CMS and Professional Services Section maintains system.

4.3 SERVICE CONTRACT - CONSTRUCTION/MAINTENANCE UP TO \$50,000

4.3.1 DESCRIPTION

The Service Contract - Construction/Maintenance is intended for small and/or short-duration construction and maintenance assignments that are valued up to \$50,000.00 and have a duration of less than 1-year. The assignments are generally clear and simple and the chance of any variation to the work is minimal.

The template for the form of the contract is available at:

www.infratrans.gov.ab.ca/INFTRA_Content/docType29/Production/revisedserviceagreement2005const.doc

and is also included in the Appendices.

4.3.2 SAFETY CERTIFICATION

Generally all construction and maintenance work is considered to be high hazard, as defined by the *Occupational Health and Safety Regulations*. As such, only Contractors who possess a valid Certificate of Recognition (COR) which is relevant to their industry and is recognized by Alberta Human Resources and Employment, Workplace Health and Safety may be hired to perform construction services.



For all construction and maintenance work, a Certificate of Recognition, or a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) is required. A small employer's certificate of recognition (for employers with less than ten employees) is not considered acceptable.

If a Contractor does not possess a valid COR or TLC, the Contract must be approved by a Level 4 Expenditure Officer, regardless of the Contract value.

The Project Sponsor is responsible for confirming that the Contractor(s) possesses a COR or a valid TLC through the Alberta Construction Safety Association.

4.3.3 SELECTION

The Project Sponsor identifies the Contractor. Contractors shall be selected using a competitive process or through sole-source. If Contractors are selected through sole-source, every effort should be made to ensure that favouritism, or the appearance of favouritism, is avoided.

4.3.4 APPROVALS

Approval of the initial Contract, and approval of all subsequent invoices shall be in accordance with Expenditure Officer Guidelines.

In accordance with the Auditor's recommendations, the individual who approves payments on the Contract may not be the same individual who approved the original Contract.

4.3.5 CONTRACT

The standard form of the Construction/Maintenance Services Contract is a 2-page Contract that is signed by the Contractor and is approved by an appropriate level of expenditure officer. One copy of the Contract will be retained by the Contractor, one copy will be retained by the Region, one copy will be sent to Finance Branch and one copy will be submitted to Professional Services Section.

Each Construction/Maintenance Services Contract will be assigned a unique Contract Number. The Contract number is automatically generated by CPMS. (See Section 4.2.5 for Contract Number format).

4.3.6 ADMINISTRATION

The intent of the Construction/Day Labour Contract is to keep administration as simple as possible.

Assignments are generally on a daily or lump sum basis. Hourly assignments should not be used because hourly work implies control of the contractor's work. In the event of a workplace accident, direction of the work by the Project Sponsor may undermine the Departments position with regard to Prime Contractor status.

Generally, fee increases should be avoided. If fee increases are required, approval is in accordance with the Expenditure Officer Guidelines.



4.4 SOLE SOURCE CONSULTING SERVICES CONTRACT UP TO \$50,000.00

4.4.1 DESCRIPTION

This Contract is used for single assignments that will typically last longer than one week, is more of the complex nature, but where the assignment is clearly defined and the Department has a thorough understanding of the capabilities and effort required to perform the work, and has a good knowledge of the capabilities of the Consultant.

The Government of Alberta's procurement policy requires the Department to conduct its procurement in an open and competitive manner. As such, sole-source assignments should be used sparingly, and only when the non-competitive assignment of a Contract can be fully justified, such as emergency situations, when the work is specialized and competition is not available, or when there will be some benefit to the Department in the form of economies or improved coordination. See "Guidelines For Sole Source Consulting Services Assignments" in the Appendices.

Straight-forward assignments may also be used for introducing new firms and allow them to showcase their abilities to the Department.

4.4.2 SAFETY CERTIFICATION

The requirements for Safety Certification are the same as detailed under Section 4.2.2.

4.4.3 SELECTION

The recommended firm is identified by the Project Sponsor in consultation with Professional Services Section. The Project Sponsor may request an expression or letter of understanding for the work from the Consultant.

4.4.4 APPROVAL

Regional or Executive Directors can approve the assignment. The Project Sponsor prepares the Terms of Reference and asks for a proposal, reviews, negotiates and finalizes it.

Approval of the Sole-Source Contract shall be in accordance with EOAG.

4.4.5 CONTRACT

Professional Services Section draws up the Contract (see Sections 5.8 and 5.9 for details) and gives it a CE number. The Regional Director or Branch Executive Director has signing authority.

4.4.6 ADMINISTRATION

The Project Sponsor administers the Contract and ensures funding is in place.



If fee increases are required, approvals are in accordance with the EOAG. All fee increases must be approved before the work associated with the fee increase is started by the Consultant. If the details of the fee increase are not available before the work is commenced, the Project Sponsor may estimate the value of the work and seek "Approval In Principle" from the appropriate approval authority. Once the Consultant's fee increase proposal is received, the proposal shall be submitted to Professional Services. If the value of the fee increase proposal exceeds the value of the "Approval in Principle", the Project Sponsor must seek approval from the appropriate approval authority.

If the Contract expiration date is exceeded before the work is complete, the Contract may be extended with the mutual consent of both the Project Sponsor and the Consultant. If a contact date extension is required, the Project Sponsor shall obtain a memo from the Consultant stating "*the Consultant agrees to extend the Contract at the Contract's original terms and conditions and as previously amended*". The memo shall be submitted to Professional Services, who will update CPMS and CMS.

4.5 COMPETITIVE REQUEST FOR PROPOSALS

4.5.1 DESCRIPTION

Utilized on projects with an estimated fee of more than \$50,000.00 and on projects requiring specialist skills for the Department regardless of the size of the estimated fees.

4.5.2 SAFETY CERTIFICATION

The requirements for Safety Certification are the same as detailed under Section 4.2.2.

4.5.3 SELECTION

Generally, services are acquired through a competitive process where proposals are requested from short listed pre-qualified Consultants. For projects on the Department's 5-year program, the short-list is developed through the Department's "Project Ranking List" (see Section 5.2).

Where there is no project ranking list or there are no pre-qualified firms (i.e. specialized work), a short-list may be developed in one of three ways:

- The Project Sponsor in consultation with Professional Services may identify pre-qualified consultants to be short-listed.
- For lower value assignments, Professional Services may publicly advertise the RFP on APC.
- For higher value assignments, Professional Services Section can publicly advertise an "Expression of Interest (EOI)" or a "Request for Qualifications (RFQ)" on APC. The Department will evaluate all submissions received and will develop a short-list of 3-4 firms. A request for proposals will then be issued to the short-listed firms.

Professional Services Section will prepare all advertisements for APC, send out the RFP and any subsequent addenda, receive the proposals, arrange the selection committee, co-ordinate the submission to CRC, negotiate and finalize the Contract.



4.5.4 APPROVAL

All short-lists must be approved by CRC when the estimated fees will exceed \$50,000.

Approval of the Competitive Consulting Services Contracts shall be in accordance with Expenditure Officer Authorities Guidelines.

4.5.5 CONTRACT

Professional Services Section draws up the Contract (see Section 5.8 and 5.9 for details) and assigns the CE number.

4.5.6 ADMINISTRATION

The Project Sponsor is responsible for managing the assignment and ensuring that adequate funding is in place.

If fee increases are required, approvals are in accordance with the EOAG. All fee increases must be approved before the work associated with the fee increase is started by the Consultant. If the details of the fee increase are not available before the work is commenced, the Project Sponsor may estimate the value of the work and seek "Approval In Principle" from the appropriate approval authority. Once the Consultant's fee increase proposal is received, the proposal shall be submitted to Professional Services. If the value of the fee increase proposal exceeds the value of the "Approval in Principle", the Project Sponsor must seek approval from the appropriate approval authority.

If the Contract expiration date is exceeded before the work is complete, the Contract may be extended with the mutual consent of both the Project Sponsor and the Consultant. If a contact date extension is required, the Project Sponsor shall obtain a memo from the Consultant stating "*the Consultant agrees to extend the Contract at the Contract's original terms and conditions and as previously amended*". The memo shall be submitted to Professional Services, who will update CPMS and CMS.

4.6 SOLE SOURCE OVER \$50,000.00

In exceptional circumstances, the Department may sole source a Consultant for assignments over \$50,000.00. In these situations, the approval of the Deputy Minister or the Contract Review Committee is required. The Approval-in-Principle process may also be utilized in these cases. See Section 6.5.2 for details.

The Project Sponsor in co-operation with Professional Services Section, will negotiate with the Consultant. Professional Services Section prepares the contract for signatories.

The requirements for Safety Certification are the same as detailed under Section 4.2.2.



4.7 OPEN SERVICE CONSULTING SERVICES CONTRACTS

4.7.1 DESCRIPTION

When it is anticipated that a number of similar but small assignments are required during the course of the year (i.e. gravel prospecting, right-of-way negotiations, geotechnical or environmental assessments, etc), an open service Contract may be drawn up. This eliminates the need to write up many Standard Forms of Contracts with one firm for essentially the same work. It also establishes the charge out and disbursement rates for the duration of the year.

4.7.2 SAFETY CERTIFICATION

The requirements for Safety Certification are the same as detailed under Section 4.2.2.

4.7.3 SELECTION

Project Sponsor, in consultation with Professional Services Section, identifies firms that are most suited to do the work. Qualified firms may be invited to submit proposals, or alternatively, the request for proposals may be electronically published on APC.

4.7.4 APPROVAL

The Consulting firm is required to submit a list of staff proposed to perform the work along with their charge out rates that will apply for the duration of the contract. The charge out rates can also be unit prices for specific tasks. The Project Sponsor and Professional Services Section review and finalize the charge out rates. The upset amount is established by the Project Sponsor in consultation with Professional Services Section.

Approval of the Open Service Contract shall be in accordance with Expenditure Officer Authorities Guidelines.

4.7.5 CONTRACT

Professional Services Section draws up a contract (see Section 5 for details) and gives it a CE contract number.

4.7.6 ADMINISTRATION

The Project Sponsor is responsible for managing of the assignments and payments and ensuring that the funding is in place. Where there are multiple users of the contract, the Project Sponsor is required to ensure that the upset fee is not exceeded.

If fee increases are required, approvals are in accordance with the EOAG. All fee increases must be approved before the work associated with the fee increase is started by the Consultant. If the details of the fee increase are not available before the work is commenced, the Project Sponsor may estimate the value of the work and must seek "Approval In Principle" from the appropriate approval authority.



Once the Consultant's fee increase proposal is received, the proposal shall be submitted to Professional Services. If the value of the fee increase proposal exceeds the value of the "Approval in Principle", the Project Sponsor must seek approval from the appropriate approval authority.

If the Contract expiration date is exceeded before the work is complete, the Contract may be extended with the mutual consent of both the Project Sponsor and the Consultant. If a contract date extension is required, the Project Sponsor shall obtain a memo from the Consultant stating "*the Consultant agrees to extend the Contract at the Contract's original terms and conditions and as previously amended.*" The memo shall be submitted to Professional Services, who will update CPMS and CMS.

4.8 MISCELLANEOUS WORK

On occasion, the Department requires minor or emergency work to be undertaken on an hourly or unit price basis based on quotations from Contractors.

Reasonable attempts shall be made to hire acceptable local equipment before bringing in equipment from great distance at increased mobilization costs.

Mobilization costs for equipment moves are to be paid at the applicable book rates for the trucking equipment that actually delivers the job equipment to the site or lump sum/unit price quotation as agreed between the Department and Contractor. As a general policy, the Department does not pay de-mob costs unless the volume of work is only a day or two or special circumstances can be justified for which prior Department approval is required.

The Contractor is required to have a valid Certificate of Safety Recognition (COR) from the Alberta Construction Safety Association or approved equivalent. The Project Sponsor insures that WCB coverage and Liability Insurance coverage is in effect, and that the Department has confirming documentation.

Safety reviews are held with each equipment operator, labourer, etc.

The Project Sponsor prepares the contract which is executed as per EOAG.

The template for the form of the contract is available at:

www.infratrans.gov.ab.ca/INFTRA_Content/docType29/Production/revisedserviceagreement2005const.doc.

The Project Sponsor receives invoices from each equipment owner, checks to ensure correct, certifies and submits to Finance for payment. The Project Sponsor ensures that invoices are received and submitted for payment in a timely manner.

4.8.1 HOURLY WORK

It is the Department's standard practice to pay for equipment at the appropriate rate from the current ARHCA Equipment Rental Rates Guide for the applicable class of equipment being used. As a general rule, the Department does not pay rates in excess of the ARHCA rate and such consideration will be the exception rather than the rule.

The Project Sponsor shall always attempt to get 3 quotes if rates are higher than the book rate. The Regional Director/Branch Head approves hourly rates above ARHCA rates.



Hourly equipment rates include fuel, servicing and operator wages, as outlined in the current ARHCA Rate Guide Gook. Payment is for hours worked only and includes two ten-minute coffee breaks if full days are worked.

Rates for attachments such as dozers, rippers, winches, etc. are only paid for when that particular attachment is used. The rate for the attachments is not paid for when it is not being used but simply happens to be on the equipment.

The rates must be shown and referenced to the page number of the newest Rate Guide and it would be useful to include on the form a short description or name of the project that the equipment will be used for.

The Project Sponsor supervises all equipment operations to ensure that hours billed are actually worked and that the project progresses in a suitable manner.

4.8.2 WORK BY LUMP SUM/UNIT PRICE QUOTATION

In many instances it is desirable to undertake work (labour/equipment/materials) by either lump sum or unit price quotation rather than pay hourly rates.

Quotations may be requested for projects up to \$50,000 in value, with approval as per EOAG.

Where it is proposed to undertake work by quotation, the Project Sponsor shall obtain quotes from at least three sources, with the exception that only one quote is required for services up to \$25,000. Acceptance of quotations should be based on best value supplier. Request for quotations are to be made in writing and must include a proper description of the work/material requirements.

The Project Sponsor should provide the Contractors (providing a quotation) with full details on:

- The work to be undertaken and the material to be supplied by the Contractor.
- The specific type of equipment that may be required.
- When and where the work is to be done.
- Any required completion date.
- Closing date/time and location for quotes to be received.

The Project Sponsor receives the quotes and submits his recommendation for approval as per EOAG. A summary of the quotes received is submitted with the recommendation. The Project Sponsor prepares a Service Agreement, attaches a copy of the successful quote and arranges for signature by the Contractor.

There are situations where it is more practical and advantageous to utilize the Highway Maintenance Contractor for work of this nature (i.e. used frequently on bridge repairs), based on the Contractor's expertise in the work and on a reasonable price quoted by the Contractor for the work. Refer to the ECGHBP – Vol. 2 for more information.

4.9 COST SHARE CONTRACTS

Where the need for highway infrastructure improvements, identified by the Department for future construction, is advanced by new development, a Cost Share contract is entered into between the Department and the Municipality or Developer.



The Department is currently reviewing its policy in this area. Once the policy has been finalized, an amendment to the Project Administration Manual explaining the Department's policy on Cost Share contracts will be issued.

For more information on projects involving Cost Share Contracts, see PAM Section 7.5.2.2 "Municipal/Private Sector Cost Shared Projects".

4.10 PROCESS FOR OBTAINING A CONTRACT NUMBER FROM CPMS

Both Regional and Central Office users are able to create and amend the up to \$25,000 Contracts.

All Contracts created or amended in CPMS are electronically uploaded into CMS (Contract Management System) which links to IMAGIS for tracking financial commitments

All users of the CPMS system may browse and search for engineering Contracts by using the following procedure.

- From the main menu choose the "project inquiry menu" option.
- Select the "browse agreements" option.

On the browse agreements screen the user can enter criteria in any of the input fields to narrow the search.

With the cursor on the field that the criteria has been defined, press the PF2 lookup key and a list screen of Contracts is presented.

Select the Contract by marking with an "x" next to the desired record and press enter.

Press enter again for the full details to show up in the browse agreement screen.

For further assistance contact the Programming Section.



5 CONSULTANTS

5.1 PRE-QUALIFICATION

5.1.1 PRIME CONSULTANT SERVICES

Engineering Consultants who wish to provide prime consultant services on major (over \$50,000) Department Highway, Bridge, Functional Planning and Water Management projects must meet Department pre-qualification requirements. Consultants are required to submit details of their firm's staff, capabilities, expertise and experience in the categories of work they wish to be pre-qualified in. A committee of senior Department staff drawn from the Regions, Technical Standards Branch, Program Management Branch and Major Capital Projects evaluate all submissions to determine Consultants meeting requirements for pre-qualification in each category.

An open call for pre-qualification is advertised on a yearly basis to encourage new submissions. Consultants who are already pre-qualified in a specific category are not required to respond to this call unless they wish to be pre-qualified in a new category.

Consultants who are already pre-qualified in a specific category are required to renew their pre-qualification every two years.

Pre-qualification may be denied if the Consultant's credentials are inadequate or if past performance is poor. All pre-qualified firms must have safety certification from the Alberta Construction Safety Association.

Program Management Branch administers the Prime Consultant pre-qualification process and maintains a registry that is accessible through both the intranet and internet. The Contract Review Committee is advised of the results of the pre-qualification process.

See also "Statement of Qualifications, Pre-qualification Submissions for Prime Engineering Consultant Services on Highway, Bridge, and Functional Planning Projects" and "Statement of Qualifications, Pre-qualification submissions for Prime Engineering Consultant Services on Water Management Projects" in Appendices.

5.1.2 QUALITY ASSURANCE (QA) AND MIX DESIGN SERVICES

Material testing companies are required to obtain pre-qualification status in the appropriate category in order to provide either QA testing or mix design services on the Department's highway construction projects. Technical Standards Branch administers and approves the pre-qualification of the QA/mix design Consultants and maintains a registry that is accessible through both the intranet and internet.

The current categories for pre-qualification include:

- QA (Grading, Base, Paving) – Material testing for all projects except Superpave.
- QA (Superpave) – Materials testing for paving projects using Superpave.
- QA (Smoothness) – Pavement smoothness testing using the California profilograph.
- Mix Design (Marshall) – Hot mix design using the Marshall design method.
- Mix Design (Superpave) – Hot mix design using the Superpave design method.



Pre-qualification submission requirements and evaluation criteria are also posted on the internet and intranet. QA testing firms who wish to have their pre-qualification categories changed may do so by submitting a revised proposal.

See also “Alberta Infrastructure & Transportation Organization Pre-Qualification Requirement for Quality Assurance Testing and/or Superpave Mix Design Services on Department Highway Projects” in Appendices.

5.2 PROJECT RANKING LIST AND SHORT LIST FOR PRIME CONSULTANT ASSIGNMENTS

Project Ranking Lists of upcoming construction projects are prepared by Program Management Branch and sent to pre-qualified consultants. The Consultants rank the projects for which they are interested in providing Prime Consultant Services in order of their preference, and return the list to Program Management Branch. This is an industry driven process that allows firms to identify their preferences based on expertise and available resources.

Program Management Branch compiles a short list of firms that are to be invited to submit a proposal on a project, based on their priorities given, and submits the list to CRC for their approval.

It is expected that firms will notify the Department when they reach a point where they do not have the resources to take on additional assignments. Such a request will not influence future work short listing. Program Management Branch monitors the work-load of each Consultant.

For specialized or very complex assignments not covered by the pre-qualification process, a selection committee of senior Departmental staff short lists firms offering the required services, or a Request for Qualifications (RFQ) process is used, or the assignment is advertised as an open call on Alberta Purchasing Connection (Internet based tendering system). Typical specialized projects are environmental investigations, archaeological investigations, corrosion inspections and traffic modeling, etc. Often, an independent expert from outside the Department will form part of the selection committee.

It is in the best interest of the Department to ensure a viable and competitive consulting industry, and the Department reserves the right to manage the distribution of assignments between Consultants. To that effect, the Department will take into account other considerations such as:

- The amount of work each firm has with the Department.
- The number of times the firm has been invited for proposals.
- The number of times the firm has been successful.
- The firm's capacity.
- The quality of the work the firm is producing.
- The geographic location of the firm and the project.



5.3 TERMS OF REFERENCE

The Terms of Reference are prepared by the Project Sponsor in consultation with Technical Standards Branch. The TOR shall be clear in defining the project and the scope of the work. Routine tasks should be referred to the most recent update of ECGHBP Vol. 1 and Vol. 2. The TOR should not be misleading or skew the scope of the project. It should accurately define the deliverables and the schedules to minimize the number of changes to the proposal.

It should contain the following information:

- Project and location.
- Contract number.
- Project number.
- Brief description of the project.
- Scope of the work.
- Any special tasks that are required (i.e. if grading project for example, borrow pit pre-assessments and post assessments).
- Schedules that are expected to be met.
- Information available and where.
- Contact persons and telephone numbers.
- Any special consideration.
- On combined projects that are expected to last more than one season, it is advisable to indicate an expected construction period for estimating purposes only.
- All projects to include inflationary clause (except paving/rehab/overlay jobs unless they are scheduled to be completed 2 years or more following the issuance of the RFP).
- Indicate that projects not on the 3 year program may be delayed or deleted depending on funding.
- Name of the writer of the TOR.
- Proposal evaluation criteria and weighting.
- References to applicable manuals.

See also “Guidelines for Preparing Terms of Reference”, “TOR Templates for Highway and Bridge Projects”, “Determination of Project Scope for Planning Studies” and “TOR Template for Planning Studies” as found in the Appendices.

The Terms of Reference and the covering letter are sent to the short listed firms, specifying a return date and time.

5.4 REQUEST FOR PROPOSAL (RFP)

RFP's (including TOR) are generally E-mailed to the firms with a copy to the Project Sponsor.

For Bridge projects, the RFP package also includes “Request for Corporate Information Instructions” including signed off (by Project Sponsor) request form. (See Appendices).

The RFP describes the criteria on which the proposal is to be evaluated. The selection is based on the best overall value to the Department and not necessarily the lowest cost estimate.



The RFP states that this is a request for proposal and not an “invitation to tender”. The Department reserves the right to accept a proposal without negotiation, reject any or all proposals without negotiation or negotiate changes in the Technical or Financial content of the successful proposal.

The TOR, RFP and the short list are confidential until the RFP is issued. The RFP is E-Mailed to the short listed Consultants and Project Sponsor at the same time. The short list is also posted on the Internet.

5.5 PROPOSAL EVALUATION

The proposals are evaluated using the specified and established weightings. In establishing the weightings to be used on a project, all criteria should initially be assigned the minimum range value. The Project Sponsor, in conjunction with Program Management Branch, adjusts the weightings for the key criteria based on the project requirements to give a total score of 100.

The weightings are provided to all proponents in the RFP. The criteria and the weighting ranges are generally as follows.

- | | |
|-------------------------------|--------|
| • Clarity and Presentation | 0-10% |
| • Project Comprehension | 10-30% |
| • Resource Budget | 10-20% |
| • Project Control | 5-10% |
| • Innovation | 0-25% |
| • Organization | 5-20% |
| • Project Team ⁽¹⁾ | 20-30% |
| • Past Performance | 30% |

Note (1) – To promote development of new/young staff within the industry, for routine or straight-forward projects such as bridge culverts with low fill, minor grading, base paving, and overlays, the “Project Team” category should be separated into two separate evaluation categories:

- | | |
|---------------------------|--------|
| • Project Team | 10-15% |
| • Engineering Development | 10-20% |

A selection committee consisting of 3-5 experienced and senior staff reviews the proposal in detail. Each member of the committee carries out a preliminary evaluation of the proposal according to the evaluation criteria prior to the meeting.

During the selection committee meeting the group reaches consensus on each of the criteria. It is important to understand that the proposals are compared to each other and rated accordingly. On major combined projects with a highway and bridge component, equal weighting may be given to the highway and bridge teams within the project team criteria.

The Chairperson, a representative from Program Management Branch, makes official notes during the meeting and fills out the rating sheets (copy of rating sheets in Appendices). These sheets are confidential and are filed in Program Management Branch. After the committee reaches a consensus, a recommendation is made to the CRC for approval to negotiate with the preferred firm. If two Consultants are equal in the ratings, the final decision rests with the Selection Committee. The recommended Consultant is only contacted after this approval is received.



The results of the selection are posted on the Internet following CRC approval and completion of negotiating with the preferred Consultant. The Project Sponsor is also advised when approval from CRC is received. All Consultants will be debriefed on request. All debriefing is done by Program Management Branch.

5.6 CONFLICT OF INTEREST

No Department employee can sit on a selection committee, provide input to or otherwise influence the decisions of a selection committee if there is the possibility of a personal conflict of interest. Personal conflict of interest generally occurs when an employee or his/her immediate family:

- Has direct or indirect financial interest in the award of the contract to any proponent.
- Is currently employed by, or is a Consultant to or under contract to a proponent.
- Is negotiating or has an arrangement concerning future employment or contracting with any proponent, or
- Has ownership interest in or is an officer or director of any proponent.

Conflict of interest starts as early as the writing of the Terms of Reference.

If an employee feels that they are in conflict of interest, they must withdraw from the selection process; no explanation is necessary. If unsure as to a potential conflict of interest, employees are encouraged to discuss the situation with the Director, Professional Services Section. Any such discussions will be strictly confidential.

5.7 NEGOTIATIONS

Following approval by the CRC to negotiate with the preferred firm, the final terms of the Contract are negotiated between the Consultant and Department. A Contract is only drawn up when negotiations are successfully completed. It is important that there is enough lead time for this to be completed without jeopardizing the scheduling of the project.

Negotiations are initiated by Professional Services Section on items requiring clarification. Details are discussed and worked out between the Project Sponsor and the preferred firm. The Project Sponsor and other technical experts assist with the negotiations as needed.

The Department expresses specific concerns, raises questions and requests the Consultant provide answers which may be accepted or rejected. When all negotiations are complete, the Consultant revises and re-submits the parts of his proposal and fee structure that were of concern. In unusual situations, the preferred Consultant may be interviewed.

It is important that the proposal is clear and clean in its objectives. Ambiguities or statements where the Consultant opts out of certain obligations (i.e. Prime Contractor role) will not be accepted. The Department may or may not accept the revised portions. If the process of negotiations becomes too onerous or unproductive, the option to negotiate with the second rated firm may be exercised.

Written communication of the negotiations is provided by Professional Services to both the Consultant and the Project Sponsor to avoid misunderstanding later.



5.8 PREPARATION OF CONSULTING SERVICES CONTRACT

A formal legal contract (CE or Consulting Services Contract) is drawn up, for assignments over \$25,000 that includes the following:

- Project name.
- Overview of the scope of the work.
- Completion dates.
- Upset fee.
- Principal staff of the prime Consultant and sub-consultants.
- Principal Department and Consultant contacts and full addresses.
- RFP/TOR.
- Project schedules, fee schedule, list of staff, titles, rates, and details of disbursements.
- Inflationary clause if required.
- Contractual items.
- GST clauses.
- Insurance requirements.
- FOIP requirements.
- WCB requirements.
- Safety Certification (COR) requirements.
- Safety requirements.
- Termination clause.
- Copyright & Ownership clause if required.
- Signing of drawings and designs.
- Hold Harmless Clause.
- Claims clause.

The contractual items protect and minimize the Department's exposure to risk and claims. These risks are continually being monitored by Alberta Finance, Risk Management and Insurance, Office of the Auditor General, Alberta Justice and by Department lawyers. These groups have input into the above items and regularly review Department Contracts.

For assignments up to \$25,000, the standard Service Contract template for Professional/Technical Services for work not exceeding \$25,000 is used. Refer to Section 4.2.

5.9 CONSULTING SERVICES CONTRACT EXECUTION

Prepared and checked by Professional Services Section and all signatures obtained.

1st Signature - Project Sponsor

- Checks the Contract.
- Signs all three copies and returns to Professional Services Section.

2nd Signature - Consultant

- Signs all three copies and returns to Professional Services Section.
- Cannot alter the Contract.



- If disagrees with something; it is brought to Professional Services Section attention.
- Only Professional Services Section can make changes.

3rd Signature

- a) For contracts up to \$50,000 - Signing authority as per EOAG
- b) For contracts over \$50,000 - Executive Director of Program Management Branch

- Signs all three copies and returns to Professional Services Section.

Professional Services Section sends one fully executed original to:

- Project Sponsor.
- Consultant.
- Central file in Professional Services Section.
- Copy to Programming Section of Program Management Branch.
- Copy to Finance Branch.

5.10 CONSULTANT PERFORMANCE EVALUATION

5.10.1 PURPOSE

The purpose of the consultant performance evaluation is to objectively document the progress and performance of the Consultant, identify areas for improvement in Consultant performance, ensure that Consultant performance is maintained at a high level, and support the Consultant selection process based on past performance.

5.10.2 PROCESS

A common evaluation form is used for highways, bridge, functional planning, and water management infrastructure projects. Five checklists provide criteria for evaluating Consultants under the categories of Highways, Bridges, Studies (planning, environmental, etc.), Water Management infrastructure, and Other/Miscellaneous projects. Copies of the form and checklists are contained in the Appendices.

The evaluation form is based on six criteria themes, with each criteria theme weighted appropriately for the type of project involved. The weightings are developed by the Project Sponsor and the Consultant at the Project Initialization Meeting. The following table provides recommended weighting ranges (expressed as a percentage of the overall emphasis in project evaluation) for each of the six evaluation criteria themes.



5.10.3 EVALUATION CRITERIA THEMES

Evaluation Themes	Recommended Weighted Range	Planning	Design	Construction
Innovation	5 to 40%	20 to 40%	20 to 40%	5 to 10%
Deliverables	10 to 30%	20 to 30%	10 to 30%	10 to 30%
Construction Supervision and Contract Administration	20 to 50%	Not Applicable	Not Applicable	20 to 50%
Public Communications and Involvement	5 to 20%	10 to 20%	5 to 20%	5 to 20%
Project Management	10 to 30%	10 to 30%	10 to 30%	10 to 30%
Staff Performance	10 to 30%	10 to 30%	10 to 25%	20 to 30%

When established at the initial meeting, total weightings will equal 100%.

A five point scoring scale is used in the evaluation of the Consultant under the different criteria themes.

The following rating key should be used in the evaluation. Remember the concept is a balancing of/consideration for all components in the phase being rated.

CONSULTANT PERFORMANCE EVALUATION RATING KEY

The following rating key should be used in the evaluation.

RATING KEY

1 = Doesn't meet criteria:

Additional descriptors - completely unsatisfied with performance, most to all things done very poorly. It would be unusual to score a 1 rating if the consultant rated 3 or higher in any important component of this phase.

2 = Partially meets criteria:

Additional descriptors - unsatisfied with performance, some things done well but some to most things done poorly and overall, balance towards poorly. It would be unusual to score a 2 rating if the consultant rated 4 or higher in any important component of this phase.



3 = Meets criteria:

Additional descriptors - meets our requirements, some things done poorly balanced out by some things done very well. On balance, the consultant was satisfactory.

4 = Moderately exceeds criteria:

Additional descriptors - performed very well, some things done well but was balanced out by majority of things done very well. It would be unusual to achieve a 4 rating if the consultant rated 1 or 2 in any important component of this phase.

5 = Substantially exceed criteria:

Additional descriptors - outstanding performance, some things done very well but was balanced out by majority of things done outstandingly. It would be unusual (but possible) to achieve a 5 rating if the consultant rated 1 or 2 or 3 in any important of this phase. It would be unusual (but possible) to achieve a rating of 5 on simple projects. The logic is that it would be difficult to substantially exceed criteria on a simple project.

OVERALL EVALUATION PHILOSOPHY

Recognize that the different phase ratings may be influenced by the overall performance but try to rate the consultants down in only one area for one concern. Use different examples in different phases (comment section rationale) to justify your ratings. Stick to facts in the evaluation comments and include backup for all comments.

Evaluations are to be completed by the Project Sponsor and submitted to Professional Services Section based on the following:

- Interim evaluation for multi-year projects on a yearly basis.
- Final evaluation for construction projects within one month of contract acceptance and/or following submission of final details.
- Final evaluation for non-construction projects within one month of project completion.

Professional Services Section to track evaluation submissions and notify Project Sponsors of outstanding evaluations by January 31, annually.

Professional Services Section will calculate weighted average scores to be used in consultant selections on subsequent projects.

5.10.4 EVALUATION TRAINING

All staff and consultants involved in completing performance evaluations are required to complete an orientation program/training for conducting consultant performance evaluations on Department projects. Training and materials are provided by the Professional Services Section.

5.10.5 APPEAL MECHANISM

Appeals are to be addressed to Executive Director of Program Management Branch.



6 CONSULTING SERVICES CONTRACT ADMINISTRATION

6.1 PROJECT INITIALIZATION MEETING

Project Initialization Meetings are called by the Project Sponsor and held at his offices. The meeting should be attended by the Project Sponsor, Project Administrator, Consultant, Regional Safety Officer, Maintenance Contract Inspector, and Technical Standards Branch representatives if project specifics warrant. Usually the Land Agent, County/Town Representative also attend the meeting.

The Project Sponsor chairs and the consultant write the minutes of the meeting.

6.2 INVOICING

Invoices need to be broken down into each different element or project that make up the assignment (every project with a PR number), and by their respective job numbers.

Invoices also need to be broken down into each phase of the work as follows:

Planning (Typically handled as a separate Contract)

Preliminary Engineering:

- Survey.
- Testing results and report.
- Detailed Design (DD) drawing and/or report.

Design:

- Detailed design and quantity estimates.
- Permits, referrals and approvals.
- Drawings, mosaics, plans.
- Reviews, complete tender package.

Tender Package Preparation:

- Reviews, complete tender package.
- Package to include all applicable drawings, bid items and special provisions.

Construction:

- Survey.
- Materials testing.
- Construction supervision:
 - Inspections.
 - Safety.
- Project management.



Post Construction:

- Post construction inspection.
- Final details.
- Legal survey and miscellaneous.

Invoices should have a task attached to each of the above phases with a brief description of which individual did what at what charge out rate, number of hours being charged, and the extension. If there is any travel disbursements associated with the charge, they should be accurately documented. A brief description is required acknowledging the number of meals in the month; daily travel “from” “to”; approximate km daily; what unit was used for travel; and total being claimed. There should be enough information so that the Department can follow up with an audit of the Consultant’s books if required.

The Project Sponsor should monitor and request the Consultant to provide documentation as to why a certain phase was overrun. Invoices for each phase will be paid up to the proposal estimate for that phase. When invoices go over the estimate, the amount that is over will not be paid until the next phase is completed. If the actual amount billed for that phase is under the proposal estimate, then the difference will be made up for the unpaid amount for the first phase. New invoices should not be entertained for phases that have been completed for some time.

It is expected that the Consultant will be able to complete the assignment within the upset fees as established in the Consultant Contract. Additional billing beyond the upset fees will not be entertained if there has been no change in scope.

6.3 DISBURSEMENTS

In accordance with the RFP. See also “Schedule of Travel, Subsistence and Disbursements” in Appendices. (Updated periodically).

6.4 COST TRACKING

A Cost Tracking Chart is to be provided to the Consultant that has columns for initial allotment by phase, amount this month, total to date, amount left to come. A template is included in the Appendices.

The chart is updated by the Consultant and attached to the monthly invoice.

6.5 CHANGES TO CONSULTING SERVICES CONTRACT

6.5.1 SCOPE CHANGE

This is a change in the scope of the work from that specified in the original executed Consulting Services Contract or as previously amended. It generally means an addition to the scope; however, it can be a reduction in the scope. The addition of an intersection improvement is an example of a change in scope. This may require added fees for preliminary engineering, design, tender preparation, and increased construction fees.



The Project Sponsor requests a proposal from the Consultant. The request should include the new or revised scope, and may include revised deliverables and schedules. The Consultant proposal should include a work plan, staff names, titles, and hourly charge out rates (consistent with the original proposal and as previously amended), subtalled by task as required.

6.5.1.1 Changes up to \$50,000 Cumulative Over the Original Upset Fee Limit (on CRC Approved Contracts)

In accordance with the EOAG, the Project Sponsor reviews/negotiates/approves the scope change and sends a letter to the Consultant advising of the scope change approval with a copy to Professional Services Section. Professional Services Section advises Programming and Finance of the approval. In reference to the EOAG, Senior Managers (Construction/Bridge/Infrastructure Managers) have a \$25,000 limit of approval authority, and Executive/Regional Directors have a \$50,000 limit.

Project Sponsor is required to acquire\confirm additional funding from Programming Section, prior to commencing the additional work.

6.5.1.2 Changes Greater Than \$50,000 Cumulative Over the Original Upset Fee Limit (on CRC Approved Contracts)

The Project Sponsor reviews/negotiates/recommends approval to Professional Services Section using the Change of Scope Fee Increase template (see Appendices). Professional Services Section reviews and recommends approval to CRC as per the EOAG. The CRC reviews and approves the request. Professional Services Section sends a letter to the Project Sponsor, Programming and Finance advising of the approval. The Project Sponsor sends a letter to the Consultant advising of the approval.

Project Sponsor is required to acquire\confirm additional funding from Programming Section, prior to commencing the additional work.

6.5.1.3 Construction Duration Fee Increase (not due to design change)

This situation is the result of a change in anticipated effort due to a longer construction period than originally estimated by the Consultant. This would relate to slower than anticipated progress by the contractor due to inclement weather, limited contractor resources, difficult site conditions, etc.

The Project Sponsor may liaise with the Consultant to obtain a proposal for the additional construction supervision services required. The proposal should include a new schedule, staff names, titles, and hourly charge out rates (consistent with the original proposal and as previously amended). The Project Sponsor reviews and recommends approval to Professional Services Section using the Construction Duration Fee Increase template (see Appendices). Professional Services Section reviews and recommends approval to the Executive Director of Program Management Branch as per the EOAG. The Executive Director of Program Management Branch reviews and approves the request. Professional Services Section sends a letter to the Project Sponsor, Programming and Finance advising of the approval. The Project Sponsor sends a letter to the Consultant advising of the approval.

Project Sponsor is required to acquire\confirm additional funding from Programming Section, prior to commencing the additional work.



6.5.1.4 Changes to Contracts Not Approved by CRC

In this case, an additional limitation of approval for Construction/Bridge/Infrastructure/Operations Managers and Regional Directors is that the resulting total of the original Contract upset fee limit plus the change must not exceed their individual approval limit. Approval from CRC will be required for changes beyond the Regional Director's limit of approval.

6.5.2 APPROVAL-IN-PRINCIPLE

The Approval-In-Principle process may be used under the following conditions:

- The scope of the work is beyond the control of the Consultant.
- There is an urgency to proceed with the provision of additional services.
- There is an urgency for funds to cover the provision of additional services.

A brief description of the additional services required, the reason for the additional services, and best guess or rough or a ballpark estimate of additional costs are forwarded to Professional Services Section for review and recommendation to the appropriate approving authority based on the EOAG. Professional Services Section advises the Project Sponsor of the approval. The Project Sponsor provides the Consultant with a TOR for the additional services for the Consultant to follow-up with a detailed proposal and cost estimate back to the Project Sponsor as soon as possible. Notwithstanding that the Contract upset limit will not be adjusted until the detailed proposal and cost estimate is approved by the Department, the Consultant may be permitted to proceed with the work if it is urgent to do so.

Project Sponsor is required to acquire\confirm additional funding from Programming Section, prior to commencing the additional work.

The follow-up proposal and cost estimate is provided to the Project Sponsor. If the Project Sponsor is in agreement with the detailed proposal and the detailed estimate is within the original estimate, Professional Services Section will adjust the upset limit or prepare a new Consultant Services Contract as necessary. If the detailed estimate exceeds the original estimate, approval is required as per the EOAG.

It is anticipated that there will be a limited number of Consultant Contract changes requiring this process.

6.5.3 ESCALATION

Contracts prepared as of April 1, 2005 use a modified escalation clause and provide for the use of APEGGA rates for inflation. Professional Services Section is apprised of new rates on a yearly basis, and will notify CEA, Pre-Qualified Consultants, and applicable Department staff of the new rates.

Contracts prepared prior to April 1, 2005 refer to CEPI rates for inflation. For those contracts, Consultants have been given the option to use APEGGA rates if inflation applies to services between January 1, 2004 and March 31, 2005 (Professional Services Section maintains a list of consultants who have elected to use APEGGA rates).



For 2006 and beyond, increases in upset fee limit due to escalation for the current year will be calculated and processed by Professional Services Section, at the beginning of the year, based on the applicable APEGGA inflation rate for the previous year, applied to outstanding agreement upset fees, on a batch basis for all applicable contracts, with approval as per EOAG.

To apply for escalation increases, for years prior to 2006, consultants submit a request to the Project Sponsor for review and recommendation to Professional Services Section. Professional Services Section reviews and processes for approval as per the EOAG.

Once approved, Professional Services Section sends a letter to the Project Sponsor, Programming and Finance advising of the approval, and the Project Sponsor sends a letter to the Consultant advising of the approval.

6.5.4 DISBURSEMENT (EXPENSE) INCREASES

Consultant disbursement rates can be adjusted in line with Department increases as per the Department's "Schedule of Travel, Subsistence and Disbursements" (see in Appendices). Disbursement increases will not be considered if escalation has been approved and processed for all fees (including disbursements). Alternately, if disbursement increases are processed for a particular year, and a subsequent escalation increase request is received that applies to the same year, escalation will not be considered on the already approved disbursement increases.

To apply for disbursement increases, consultants submit a request to the Project Sponsor for review and recommendation to Professional Services Section. Professional Services Section reviews and processes for approval as per the EOAG. Once approved, Professional Services Section sends a letter to the Project Sponsor, Programming and Finance advising of the approval, and the Project Sponsor sends a letter to the Consultant advising of the approval.

6.5.5 OTHER CHANGES

Other changes to the Contract (such as changes to insurance requirements, etc.) should be reviewed and signed by the Consultant and Project Sponsor, and may require Professional Services Section and/or Executive Director of Program Management Branch approval.

6.5.6 PERSONNEL CHANGES

The Consultant requests approval from the Project Sponsor for staff changes. Normally, approval is only required for key staff (on construction projects - corporate support, senior designer, construction project manager, senior materials technologist and survey crew chief). The Project Sponsor reviews the change requested, reviewing the resume of the replacement and interviewing the replacement candidate if needed. The Project Sponsor may wish to discuss with Professional Services Section or other Department staff. The Project Sponsor notifies the Consultant of the decision, and if staff changes are approved, forwards a copy of the notice to Professional Services Section where staff changes are tracked.

Qualifications of replacement staff must be the equivalent or better than the one(s) being replaced, and the charge out rate should not exceed the original. It is expected that the Work will be completed within the same time frame as shown in the Contract.



6.5.7 CONSULTING CONTRACT COMPLETION DATE EXTENSION

The Project Sponsor and the Consultant must agree to an extension to the completion date. The agreement on the new completion date must be based on no changes to the current terms and conditions of the contract. The Project Sponsor advises the Consultant in writing and forwards copies to Professional Services Section and Programming Section indicating funds needed in the new fiscal year (if applicable).

6.5.8 TERMINATION OF CONTRACT

Project Sponsor and Professional Services Section will jointly agree to terminate the Consulting Contract. Professional Services Section will coordinate the approval from the Executive Director of Program Management Branch to terminate the Contract and inform the Consultant in writing with copies to the Project Sponsor and Programming Section.

6.5.9 CONSULTANT CLAIM

A request for extra fees by a Consultant is a change to the legal contract between the Consultant and the Department. It is therefore a claim and must be treated with the same level of diligence and thoroughness as a claim on a Construction Contract. The value of consultant claims is as large or larger than many construction claims in monetary value and commonly much larger as a percentage of the applicable original Contract.

Department employees have a responsibility to protect the best interests of the Department and ensure that public funds are wisely spent. Considerable effort is put into reviewing the initial consultant contract (or Agreement) and a similar effort should be made with a change to that contract.

As a fee increase is a change to the contract it can only be approved by the appropriate delegated authority as per the EOAG.

6.5.9.1 Philosophy

Consultants are entitled to fair and reasonable compensation for the provision of services that add value to the Department. Consultants are expected to demonstrate financial control and management, and to treat the expenditure of public funds with respect and not as a “deep pocket” or “open cheque”.

6.5.9.2 Justification for Fee Increase Claims

Consultant claims have to be judged against two measures; is the claim justified and if justified, what is a fair and reasonable settlement.

When a Consultant submits a request for fee increase, the justification for the claim must be submitted utilizing the following parameters:

6.5.9.2.1 Scope Changes requested by the Department



A fair and reasonable increase is negotiated and agreed to with the Consultant.

Generally, the rates agreed to in the original Contract are used as the basis for the negotiations.

6.5.9.2.2 Situations which are within the control of the Consultant

A determination must be made as to the reason the situation arose.

Questions that need to be asked:

- Did the Consultant exhibit poor project control?
- Should the Consultant have reasonably foreseen the need for the work (was it a requirement of the Department's Consultant Guidelines, Project Terms of Reference, other pertinent reference manuals, etc.)?
- Would it normally be expected that a competent Consultant should have known that the work would be required?
- Did the Consultant simply misunderstand or underestimate the work required?

Generally, this type of situation occurs in the pre-construction phases. If the answer to any one of these questions is yes, it would generally indicate that the request for increase is not justified and should be rejected.

6.5.9.2.3 Situations which are outside the control of the Consultant

The Consultant is required to notify the Project Sponsor immediately after the situation arises and provide the Project Sponsor with an estimate of the cost of the additional work as soon as possible. The Consultant must keep the Project Sponsor informed of important developments. The Consultant must take steps to mitigate the impact on his fees and discuss these steps with the Project Sponsor. The Consultant must manage the overrun costs.

This type of situation mainly occurs in the construction phase and is generally a justifiable reason for an increase, however the Consultant must have made all reasonable efforts to mitigate the impact as much as possible. Consultant errors that cause the Contractor additional work and hence more Consultant inspection time would not be a justifiable reason for an increase in fees.

6.5.9.2.4 What is Fair and Reasonable?

Once the Project Sponsor has agreed that an increase is justified, the next step is to agree on the dollar value of the increase. Rates used should be those in the Contract. The number of hours should be negotiated with the Consultant and if necessary verified through the Consultant's time sheets. Lump sum increases need to be reviewed for reasonableness.

6.5.9.3 Authority for Approval of Fee Increase

If the request is beyond the level of authority of the Region, it must be approved by CRC through the Professional Services Section.



The request to Professional Services Section should be in a clear and logical “executive summary” type memo with backup information. The request should be supported by the Regional Director. Professional Services Section gives the request a fairly high level review to ensure the recommendation and the reasons are justified, clear and concise. This review includes a check with the original proposal and terms of reference. If Professional Services Section finds any points that are unclear, the request will be referred back for further information or clarification. In some circumstances, Professional Services Section will request a meeting with the Consultant. Professional Services Section then presents the recommendation to CRC who may approve it, reject it or ask for more details.

For construction related fee increases due to time increase, CRC has approved the following processes:

- **Hourly rate projects**, Region recommends increase and Executive Director of Program Management approves/rejects.
- **Daily rate projects**, Region recommends increase and Executive Director of Program Management approves/rejects.
- **Daily rate adjustments**, Region recommends new rate and Executive Director of Program Management approves/rejects.

6.5.9.4 Process

The following process is used when a Consultant claims for additional money:

Level 1

- Project Sponsor reviews the claim and liaises with Regional Director.
- For settlement/offers within delegated authority, the Project Sponsor notifies the Consultant in writing with a copy to Professional Services Section.
- For settlement/offers approved by CRC, Professional Services Section notifies the Consultant in writing with a copy to the Project Sponsor.

Level 2

- If not resolved, claim submitted to Professional Services Section for review and further action.
- If the Consultant does not accept the Department’s offer, the Consultant may appeal to the Executive Director of Program Management Branch. Any appeal must be in writing and give reasons for the appeal.

6.5.9.5 Approval for Additional Funding

Project Sponsor is required to acquire\confirm additional funding from the Programming Section for this additional money, prior to authorizing payment.



7 PROJECT COORDINATION

7.1 GENERAL

This section offers guidance for Department staff regarding Project Coordination.

7.2 PLANNING

The Consultant reports to the Project Sponsor at the stage when the Interim report is ready or earlier if the Consultant needs direction on a particular issue. Planning studies are brought to Divisional Executive Committee (DEC) if a decision is required or if the results of the study are very contentious. The majority of planning studies will not need to be presented to DEC.

The Project Sponsor is often from Highway Planning and Design.

Project Sponsors of the studies are present at the meeting when the Consultants present the recommendation of the studies.

The Final Planning Study report is produced based on the recommendations of the study and the decisions of DEC. The number of copies will depend on the size of the project and will be predetermined and specified in the Terms of Reference. The Regions receive four to six copies of the final report which includes two copies for the Director of Highway Planning and Design and one copy for Alberta Environment. The remaining copies are stored until needed for the design stage. The report is also submitted in an electronic format (CD-ROM disc).

The Consultant also submits a Right-of-Way plan on mylar as well as five paper copies of the Right-of-Way plan in colour. Digitized copies of all plans are submitted with the report.

The mylar copies of the plans are stored in records. The Consultant carrying out the design can request a digitized copy of the plans from the Senior Project Planning Technologist.

7.3 REGIONAL PRELIMINARY ENGINEERING ASSIGNMENTS

7.3.1 GENERAL

Refer to Section 5 – “Engineering Assessment” of the ECGHBP - Vol. 1.

Before undertaking any detailed design for highways, particularly where this involves rehabilitation/upgrading of existing infrastructure, preliminary engineering work is required. Preliminary engineering work is generally undertaken through the Regional Preliminary Engineering Assignments. There are six distinct sub-assignments associated with the Regional Preliminary Engineering assignments:

- Geometric Assessment of existing paved roads on primary highways that are scheduled for pavement rehabilitation. The assessment shall result in identification of geometric elements of existing infrastructure that warrant improvement at the time of pavement rehabilitation based on consideration of total societal costs and benefits and 3R/4R Guidelines.



- Development of Surfacing Strategy and Preservation Strategy and basic design for new construction, final pavement and rehabilitation projects on primary highways.
- Inspection and Prioritization of Seal Coat projects on the primary highways based on an established set of criteria.
- Assessment of Safety Improvements on the primary highway network; based on demonstrated need and cost-effectiveness from collision experience and other factors. The assessment shall result in identification of key safety improvements at selected locations or applied generally to highways which are warranted for improvements based on cost-effectiveness, collision experience and engineering judgment.
- At-grade Railway Crossings - These assignments include preliminary assessment of need and preparation and submission of applications for safety improvements at new or existing crossings. This service will be used primarily for stand-alone safety assessments/improvement i.e. assessment of the need for improvement in isolation from highway improvement projects.
- Roadway Appurtenances - These assignments include the preliminary assessment of the need for and the preparation and submission of preliminary design requirements for traffic signalization, pedestrian crossings and highway illumination features.

The Regional Preliminary Engineering Assignments are not under one Contract. The Infrastructure Manager administers the Geometric, Safety and Railway Crossing assignments. Roadway Appurtenance (Traffic Signalization, Pedestrian Crossing and Highway Illumination) assignments may be included under Safety or as small stand-alone assignments which may be administered by the Operations Manager. The Construction Manager administers the surfacing strategies assignments.

7.3.2 PROCESS

These assignments are administered under two-year Regional Contracts with an option to extend for a third year.

The Project Sponsor identifies in consultation with other Regional Managers and Central Office staff projects on the program that require preliminary engineering assessment.

The Project Sponsor assigns the projects to the Regional Consultant and notifies appropriate Central Office and regional staff to provide the Regional Consultant with access to data files and plans. This is usually done electronically.

The Regional Consultant submits a number of hard copies of the Draft Preliminary Engineering Reports to the Project Sponsor for review. The number of drafts required will vary on the type of assessment and by region. This amount would be specified in the TOR. Additional copies may be sent directly to Technical Standards Branch for review at the same time.

All comments generated by the departmental review are consolidated by the Project Sponsor and submitted to the Regional Consultant for inclusion in the final report.



The Regional Consultant forwards three (3) bound hard copies, one (1) electronic format on disc, and one (1) loose copy of the Final Report to the Project Sponsor. One (1) bound copy together with an electronic format copy is submitted to Technical Standards Branch. The Technical Standards Branch copy is kept in active records for a short period and later is stored in the Corporate Records Centre. The electronic copy of the regional surfacing strategy is available from Department staff after first contacting the Surfacing Standards Specialist.

Final Preliminary Engineering Reports are approved for implementation by the Regional Management Committee and handed over to the appropriate Project Sponsor (Construction, Operations, or Bridge Manager) for use in the preparation of the Terms of Reference (TOR) for detailed design.

7.4 DESIGN

7.4.1 GENERAL

A TOR for detailed design and/or construction supervision is prepared by the Project Sponsor based on engineering assessments done by the Department or by another consultant and accepted by the Department.

The RFP is sent to a selected number of Consultants or sole-sourcing can be used where appropriate.

Professional Services Section (Professional Services) receives proposals from the selected Consultants, arranges for selection of the preferred Consultant (using specified criteria), obtains approvals, negotiates, finalizes and draws up the Contract.

7.4.2 PROCESS

The design package (as noted in the TOR) is submitted for review to the Project Sponsor no later than 2 weeks before the delivery of the final tender package. The Project Sponsor may submit a copy of the package to Technical Standards Branch for feedback as required. Design packages requiring Technical Standards Branch review may have some complexity, design exceptions, or major cost deviations from the program estimate.

The Project Sponsor co-ordinates all feedback to the Consultant regarding the packages.

A hard copy and an electronic format copy of the Final Tender Package are submitted to the Project Sponsor who performs a quick check for completeness including the clarity of the Special Provisions. The Project Sponsor may have the Safety Officer review the tender document to ensure all safety concerns have been identified and addressed.

The Project Sponsor signs off a covering memo and forwards the Final Tender Package to Professional Services who does a high level check of the contractual items to ensure that the document conforms to standards and guidelines and is suitable for tendering.



Upon notification of acceptance of the Final Tender Package from Professional Services, the Contract Tender Package is assembled by the Consultant and submitted to Professional Services. See Section 11 – “Contract Tendering” of the ECGHBP - Vol. 1 for details on tender document and plan drawing submission requirements. The Consultant also submits one copy of the Final Tender Package to the Region.

At the tender stage a package consisting of a set of sealed, stamped and signed full sized drawings on mylars (including mosaic-profiles, intersection plans, sign plans, pavement marking plans, utility crossing plans and other drawings related to the contract) and an electronic copy in MicroStation format is also assembled by the Consultant and submitted by the Project Sponsor to Professional Services.

The Department initiates the approval to advertise process.

7.4.3 RIGHT-OF-WAY

During the functional planning process, the Property Manager will be included as a member of the Technical Review Committee as a resource to advise on land related matters. Input from the Property Manager during the planning process can identify landowner conflicts so that strategies can be developed to avoid public resistance to projects. The Property Manager is to be advised of all project meetings including public meetings and meetings with landowners who will be impacted by a proposed project.

In most cases, land acquisition is included in the engineering contract terms of reference (TOR). It is recommended that the draft TOR be forwarded to the Property Manager for review and comment in advance of a Request for Proposal (RFP). The Project Sponsor should obtain a recommendation from the Property Manager on all Land Acquisition proposals considered in the RFP process prior to selecting a consultant. This is also advisable in those cases where an acquisition project will be sole sourced to a particular consultant.

Once a Consultant has been selected, the Property Manager will be included as a member of the Technical Review Committee and invited to attend all project meetings including the Project Initialization meetings and all subsequent technical review meetings. The Property Manager will assign the management of the Land Acquisition Process to one of the in-house Property Agents. Depending on the nature of the project and section workloads, land negotiations may be handled by in-house staff or assigned to a consulting land agent. In either case, the process does not change and the expectations of the Land Agent are defined in the Land Acquisition Terms of Reference.

It is the engineering consultant’s responsibility to prepare the necessary Right of Way Requests in accordance with Section 3 of the ECGHBP - Vol. 1.

All Right-of-Way Requests are submitted by the Consultant to the Project Sponsor for approval. The Project Sponsor performs a comprehensive review of the plans, approves the R/W Request, keeps one copy of the mosaics for the Bridge/Construction file and forwards the approved R/W Request and the remaining six (6) copies of the mosaic to the Property Manager. While it is the Property Section’s responsibility to manage the Land Acquisition Process, it is the Project Sponsor’s responsibility to address the technical issues.



Unusual commitments being considered in the Land Acquisition Process will be presented by the Property Section in the Technical Review Meetings. This will include additional work that the Department would be responsible for such as reclamation of old R/Ws, disposal of existing R/W, fencing, and earth borrows, etc.

The spreadsheet entitled "Right-of-Way Progress Acquisition Summary" in Appendix "D", "Planning Requirements", ECGHBP - Vol. 1 will be completed by the Land Agent and submitted to the Property Manager and Project Sponsor.

It is the Project Sponsor's responsibility to inform the Property Manager of any changes in the project tender date or any other target dates that will be affected by the Land Acquisition Process.

The issue of Earth Borrow is to be addressed during negotiations for all grading projects. In cases where the landowner is receptive to providing a borrow source, a "Preliminary Agreement for Use in Taking of Earth Borrow" is to be signed.

A copy of all land related agreements will be provided by the Property Manager to the Project Sponsor at the time they are formally accepted by the Department. It is the Project Sponsor's responsibility to forward those agreements to the Consulting Engineer who will ensure that the commitments agreed to by the Department are incorporated into the final design and construction contract package.

At the completion of the construction project, the consulting engineer shall provide the Project Sponsor with confirmation that the obligations specified in the land related agreements have been met, and that the affected landowners have acknowledged the fulfilment of all obligations as defined in the individual land acquisition agreements.

7.4.4 EARTH BORROW - LETTER OF UNDERSTANDING

7.4.4.1 Introduction

Alberta Infrastructure and Transportation signs "Earth Borrow Agreements" with landowners who are willing to provide access to their lands for construction projects as earth borrow sources for the Department. The Agreements apply to both dug-out and landscape borrow sources, and may include temporary access roads for the haul of borrow across private land.

7.4.4.2 Background

There have been instances, both during and after construction is complete, where the consultant and the landowner disagree with the borrow source development and reclamation processes. Typically these disagreements include but are not limited to:

- Conditions stipulated in the original agreement not adhered to.
- Disturbed borrow areas far exceeded.
- Design of borrows not done or discussed with landowner.
- Drainage patterns altered.
- Topsoil ad-mixing.
- Lack of communication during construction, etc.



Unfortunately, to resolve these disagreements after the fact, can become difficult, time-consuming, and costly. It is important that there be clear and mutual understanding by all parties of the requirements for borrow material, and for the reclamation of the borrow area as soon as possible after the construction is complete.

7.4.4.3 Process

As part of the project design and/or the right-of-way acquisition process, the Property Agent or the Consultant will negotiate an Earth Borrow Agreement with the Landowner. Following the execution of the earth borrow agreement by the Region, the Project Sponsor or Regional Director will issue a letter of acceptance to the landowner, advising them that the Consultant will contact them prior to construction.

At the Consultant's pre-construction Landowner contact meeting, discussions include details on the exact location and size of the borrow pit, landscaping requirements, drainage patterns, payments, etc.

Upon completion of the borrow pit work, the area will be surveyed and the payment will be processed based on the total acreage utilized.

The form "*Earth Borrow Letter of Understanding*" (see Appendices) will be used by the Consultant as a tool to engage the respective landowner and to ensure mutual understanding of the proposed earth borrow development prior to the start of work.

Prior to excavation, the Consultant's Project Representative and the landowner shall meet to discuss the details of the proposed earth borrow and its reclamation requirements. The Consultant's Project Representative and the landowner shall complete Stage I of the attached "*Earth Borrow Letter of Understanding*" to confirm their mutual understanding of the borrow source development and management during construction.

Upon completion of the excavation and borrow reclamation work, both parties shall complete the remaining Stage II of the original "*Earth Borrow Letter of Understanding*" signifying that the borrow pit was developed and reclaimed in a manner consistent with the original vision.

To proactively manage these potential earth borrow disputes, CPMC has reviewed and accepted the process described here.

7.4.5 RAILWAY CROSSINGS

The Consultant forwards all documentation resulting from meetings, correspondence and crossing agreements, including cost negotiation with the Railway Company, Transport Canada, or other parties involved, as outlined in Section 8 – "Geometric Design" of the ECGHBP - Vol. 1, to the Project Sponsor. The Project Sponsor forwards the original documents to Technical Standards Branch for review and filing in Corporate Records Centre and sends a copy to the Regional file.

During the application process, the Project Sponsor may be asked to provide direction to the Consultant (who is responsible for negotiating all agreements) on the submission requirements to be made to the federal agencies and the railway company. The Project Sponsor (who signs for the Department) will forward a letter to the Canadian Transportation Agency informing them that the Consultant is representing the Department on railway crossing negotiations.



7.4.6 UTILITY AGREEMENTS

The Consultant negotiates agreements with the utilities companies and submits a copy of the fully executed agreements to the Project Sponsor prior to tendering. The Project Sponsor approves and subsequently sends one copy to the Regional file and a copy to Highway Operations Section, Technical Standards Branch. This copy is subsequently sent to Corporate Records Centre for future retrieval and use as required.

Refer to Section 6 – “Engineering Assessment” and “Appendix A” of the ECGHBP - Vol. 1 for additional information.

The outline of the process is as follows:

- All plans/drawings are to be attached with the agreements (signed and dated by the Consultant).
- Any cost implications are inserted or attached to the agreements (letter or formal agreements).
- Agreements and letters should normally be signed by the Utility Company first (especially if there are any financial obligations to the Department) and then by the Project Sponsor.
- Two signed copies of each agreement are returned to the Project Sponsor. The Project Sponsor sends one copy to Technical Standards Branch. This copy is subsequently forwarded to Corporate Records Centre for future retrieval and use as required.
- Invoices should be made out to the Department in care of the Consultant. The Consultant should review, provide any justification for cost increases, etc., certify, and forward to the Project Sponsor.
- Utility costs are to be recorded on the monthly Project Expenditure Reports.

7.4.7 ENVIRONMENTAL PERMITS, LICENSES AND APPROVALS

Refer to the latest edition of “Environmental Management System (EMS)” manual located at: http://www.infratrans.gov.ab.ca/Technical_Resources/Environmental_Management/index.htm

7.4.8 ILLUMINATION

The design procedures and standards for highway illumination are outlined in Alberta Infrastructure & Transportation’s Highway Lighting Guide 2003. The Consultant provides a copy of illumination design report, plans and specifications in the grading design package to the Project Sponsor. After reviewing, the copy is forwarded to Technical Standards Branch for comments prior to tendering the project. Copies of documentation of meetings, correspondence and agreements (including power consumption and maintenance) will also be forwarded to the Project Sponsor. The Project Sponsor will forward the original documents to Technical Standards Branch for review and subsequent filing at Corporate Records Centre.

After construction, the Project Sponsor will forward copies of the “As-Constructed” illumination plans to Technical Standards Branch for subsequent filing in Semi-Active Records and to the Operations Manager who assumes responsibility for ongoing maintenance and operational costs.

Refer to Section 8 – “Geometric Design” of the ECGHBP - Vol.1 for additional information.



7.4.9 TRAFFIC CONTROL SIGNALS

The Consultant provides plans and specifications of traffic signals in the grading design package to the Project Sponsor. The Project Sponsor will obtain a signals plan number from Technical Standards Branch for use by the Consultant. The traffic control signal design, estimates and plans will be reviewed and approved by Technical Standards Branch prior to tendering the project. At the tender stage, a copy of all documentation including records of meetings, correspondence and service agreements (including power consumption) will be provided by the Consultant to the Project Sponsor. The Project Sponsor will forward these documents to Technical Standards Branch for subsequent filing in Corporate Records Centre.

After construction, the Project Sponsor will forward a copy of the traffic control signal “As-Constructed” plans, summary record containing the type of equipment used, phasing charts and timing details to Technical Standards Branch (through Project Sponsor) for subsequent filing in Semi-Active Records and to the Operations Manager who assumes responsibility for ongoing maintenance and operational costs.

Refer to Section 8 – “Geometric Design” of the ECGHBP - Vol.1 for additional information.

7.4.10 DESIGN EXCEPTIONS

Where it may not be practical or valuable to maintain normal standards, some design parameters may be adjusted in a safe manner to reduce construction costs and ensure that designs are “optimized”. The following process is followed by Department staff when a design exception is proposed by a Consultant:

- A documented rationale for deviating from standards together with 2 sets of plans and drawings showing the different alternatives will be submitted to the Project Sponsor for review/evaluation and comments.
- If the Project Sponsor requires assistance on the review, a copy of the documented rationale (including economic justification, assessment of impacts on road users/others and risk analysis), plans and drawings may be forwarded to Technical Standards Branch for their input. Only authorized and competent Department staff will make the analysis decisions to accept/reject and sign a letter of acceptance/rejection.
- The Project Sponsor will advise the Consultant in writing of the Department’s decision regarding acceptance/rejection of the proposed design exception.
- Regional staff will inform Programming Section and Divisional Services Branch of any required adjustment to the budget due to the changes in design.

7.4.11 PROCESS OF NOTIFICATION OF PROVINCIAL HIGHWAY CONSTRUCTION PROJECTS TO MUNICIPALITIES

See Appendices for process, recommended steps to follow, and responsible party.

7.4.12 COST ESTIMATE REVIEW GUIDELINES

The following is a guideline and procedure that is to be followed for the preparation and review of a Transportation Highway Tender Cost Estimate (Type C Estimate).



7.4.12.1 Consultant's Responsibility

The Consultant is responsible for the preparation and submission of a "B" estimate at the time of Roadway or Bridge Preliminary Engineering Report. This estimate shall be more precise than the Department's "A" estimate, as adjustments shall be made for all identified geometric or surfacing strategies as well as the Bridge Alternatives.

The Consultant shall also submit two "C" estimates with the tender package submission consisting of:

- A current provincial average unit price estimate, and
- A tender package "C" estimate - This estimate is to reflect site conditions and current market conditions at the time of tender. This estimate will be used to compare with the tender submissions.

Where the tender package "C" estimate for the project exceeds the programmed funding by more than 20%, or by request from Tender Administration, the Consultant shall provide written reasons for any increase in the cost.

7.4.12.2 Project Sponsor's Responsibility

The Project Sponsor provides the Consultant with the Provincial Average Unit Prices and any other cost information, such as the Regional Provincial Average Unit Prices and recent contract average unit prices (report from Tender Administration based on the average of the three low bids for a specific contract) for projects in the close proximity of the work area.

The Project Sponsor reviews the reasonableness of the "B" estimate and provides comments to the Consultant. The Project Sponsor also inputs the estimate into CPMS and informs Program Management Branch of the revised cost estimate (in current dollars without contingencies).

Upon receipt of the "C" estimate, the Project Sponsor once again reviews the reasonableness of the estimate; provides comments to the Consultant; and inputs the estimate into CPMS and informs Program Management Branch of the revised cost estimate.

7.4.12.3 Professional Services Section

Professional Services reviews the "C" estimate with specific attention to the ACP unit price. PSS ensures that current market conditions are used. If not, PSS notifies the Region to have the Consultant revise the estimate. PSS will revise the estimate in CPMS and CIS.

Professional Services also liaises with Programming Section to confirm that funding is available; the CIS budget and the "C" estimate are aligned; and that a Tender is to be issued.



Additionally, during the tendering stage, PSS reviews any addendums that require a change in the unit price schedule. If the change reflects a 5% revision to the cost estimate, PSS requests the Region to instruct the Consultant to revise the cost estimate and provide PSS with a new updated estimate. PSS then revises the "C" estimate in CIS and confirms with Programming Section that they are aware that a revised estimate has been issued.

7.4.12.4 Tender Administration Section

Tender Administration provides the "Unit Price Average Report" which summarizes unit price averages on Provincial and Regional basis. This report is updated monthly and is available on the Department's Internet Site at:

www.infratrans.gov.ab.ca/INFTRA_Content/docType257/Production/Unit_Price_List.pdf

After bid validation, Tender Administration provides the Project Sponsor with average unit prices by contract number.

7.5 TENDERING

7.5.1 DEPARTMENT CONTRACT

All projects over \$100,000.00 are advertised and tendered by Professional Services and awarded by Tender Administration.

Professional Services obtains approval for advertising and arranges advertising in Alberta Construction News and on the APC system with copies to ARHCA and Southam Building Reports. Professional Services arranges printing and distribution of hard copies to the pick up centres and uploads the electronic copy onto COOLNet for distribution.

Copies of the contract documents are distributed to the pickup centres two days ahead so that they are ready to be picked up on the date the project is advertised.

To view and/or download copies of tender documents and related forms for preparation of Department Tenders, visit the Department's Web Site at www.infratrans.gov.ab.ca/

7.5.2 TENDER CLOSING AND CONTRACT AWARD

Tender Administration receives, opens, validates and administers the awards for all projects tendered by Professional Services.

To avoid potential programming issues or delays in award approvals, the Project Sponsor should notify Professional Services when (1) the design cost estimates require updating prior to tender openings to reflect addenda scope changes or current market conditions, and/or (2) significant time has elapsed between the submission of the design tender packages and the tender closings.



Tender Administration liaises with the Project Sponsor after tender closings, where necessary, providing him and the Consultant with copies of the bid sheets. For bids that exceed the design cost estimate by more than 10%, the Project Sponsor reviews the bid to determine if it's in the Department's best interest to award. The Project Sponsor confirms funding availability with Programming Section and obtains the Regional Director's recommendation to award, for forwarding to CRC for approval. Where the low bid falls 10% or more below the design cost estimate, the Project Sponsor provides comments as to the suitability of the bid for CRC approval. In reviewing bids, the Project Sponsor involves the Consultant and arranges for his recommendation.

For bids that exceed 20% of the design cost estimate and where the difference between the modified tender price and the design cost estimate is over \$500,000, Deputy Minister approval is required for contract awards. (For bids that exceed 20% of the design cost estimate and where the difference between the modified tender price and the design cost estimate is up to \$500,000, CRC has the authority to approve contract awards.)

When the low bidder is a first-time contractor with the Department, Tender Administration contacts the low bidder to obtain his corporate resume and arrange a pre-award meeting to affirm his capabilities and explain the Department's award process. The Project Sponsor and the Consultant are invited to attend the meeting to address their concerns and any project specific questions the Contractor may have.

Upon approval to award, Tender Administration obtains the Contractor's proposed construction schedule, a copy of which is forwarded to the Project Sponsor. The Project Sponsor reviews the proposed schedule for compliance with completion dates, environmental and other restrictions, bringing any concerns to the attention of Tender Administration.

Upon receiving an acceptable proposed construction schedule from the Contractor, Tender Administration forwards the contract to the Contractor for his signature and submission of the required insurances and labour, materials and performance securities. Any necessary discussion with the Contractor is coordinated through Tender Administration.

For insurance and liability concerns, it is Department policy that the Contractor refrain from working on-site until the contract award has been fully executed by the Department.

When the Department has signed the Contract, Tender Administration notifies the Project Sponsor and follows up with copies of the signed Contract for his and the Consultant's use. The Consultant can then contact the Contractor regarding scheduling a pre-construction meeting.

7.5.2.1 Department Tenders with Municipal Add-On

When the Department took over responsibility for former Secondary Highways, Municipalities expressed concern that their smaller projects would be "orphaned" and they wouldn't be able to include their smaller project as part of the larger project to obtain economies of scale.

The Department approved a process by which the smaller municipal projects could be added onto the Department tender to allow the Municipality to get better prices.

This policy only applies to small Municipal Projects, as it was felt that larger projects could stand alone.



For these projects, both the Department and the Municipality will retain ownership of their respective infrastructures.

These tenders are known as A/B Tenders.

7.5.2.1.1 Methodology

When the Department tenders its project, the Municipality's project will be included as part of the tender. The tender process will be administered in accordance with Department tendering policies and practices.

Once the tender is closed, the Municipal portion of the Work (the 'B' Tender) will be separated from the Department Work (the 'A' Tender) and separate contracts will be formed between the Department and the Contractor (the 'A' Contract), and between the Municipality and the Contractor (the 'B' Contract).

Because the Department does not have any involvement with the Municipal portion of the tender following tender closing, and since the Contractor's bid prices are only valid for 35 days after the tender closing date, it is essential that the Consultant expedite the Municipal portion of the work (Contract 'B') as soon as possible after tender closing.

7.5.2.1.2 Criteria

The policy guidelines for Municipal project add-ons are:

- The municipality shall be responsible for payment and administration for its share of the project.
- The municipality shall enter into a direct contract with the contractor based on the tender. The contract will not be through Alberta Infrastructure and Transportation.
- The municipality's work must be road work based, and similar in nature to the main Alberta Infrastructure and Transportation Contract.
- The municipality contract size must be under \$500,000, as a larger project is viable as a stand alone project.
- The municipality work is generally tendered as deleteable, and will have separate bid items.
- The municipality portion of the contract must be less than 20 % of the total combined contract value.
- The tender award will be based on the lowest total bid for the combined Alberta Infrastructure and Transportation and the Municipality's work.

7.5.2.2 Municipal / Private Sector Cost Shared Projects

Occasionally, either a Municipality or a private sector developer will approach the Department with regard to cost sharing a portion of the project. Following completion of the work, the Department will be the owner of the infrastructure (except in the case of service roads).

In general, these cost sharing agreements are used for one of the following reasons:

- To advance the programmed year for the project,
- To increase/change the programmed functional standard of the project, and/or
- To add traffic signals, intersection treatments, turn-lanes, interchanges, service roads, and other ancillary infrastructure etc., to the project.



All Municipal or Private Sector cost sharing proposals must be reviewed and approved by T&CE Divisional Executive prior to inclusion with a Department tender. The formal agreements are prepared as follows:

7.5.2.2.1 Municipal Cost Shared Agreements

The Region shall prepare an agreement that details the Municipality and the Department's responsibilities under the agreement. The Agreement shall be executed by the Regional Director.

7.5.2.2.2 Private Sector Cost Shared Agreements

Due to the additional financial risks to the Province that can be associated with private sector cost-shared agreements, Private Sector Cost Shared Agreements will be prepared by Professional Services with the assistance of the Region. Typically, private sector cost shared agreements will include Security to protect the Department in the event of Default.

7.5.2.2.3 Methodology

Work performed by the Municipality

Work is performed by the municipality on provincial highways, and they invoice the Department for its share (example \$100,000 project, paid for equally by municipality and the Department):

- The Department's cash expense would be \$50,000.
- The Department's capital expense/asset value would be \$100,000.
- The Department would record \$50,000 dedicated revenue from municipality, although no cash will change hands.
- T&CE will notify Finance, through Programming Section, so that all these projects can be grouped together for Treasury Board approval. This approval is required to increase our revenue and expense budgets to offset the increased asset value for the amount paid by the municipality.

Work Performed by the Department

Work is performed by the Department on its own infrastructure, for which a municipality contributes funding:

- The Department's expense would be the same as the total project cost.
- The Department would invoice the municipality for their share of the cost.
- The Department would request dedicated revenue approval to offset the amount owing to us by the municipality, so this is cost neutral to the GOA (revenue would be accrued at year end if not actually received).
- The Department's capital asset value would be the same as the total project cost.



Work Performed by a Private Developer

Work is done by a private developer on provincial highways or within the highway right of way:

- The agreement with the developer will include the establishment of an escrow account, into which both the Developer and the Department's share of the project will be placed prior to the start of work. All subsequent invoices for work performed will be drawn from the escrow account.
- The Department's cash expense would be say \$1,500,000.
- The Department's capital expense/asset value would be say \$3,500,000.
- The Department would record \$2,000,000 dedicated revenue from the Developer, although no cash will change hands.
- T&CE will notify Finance, through Programming Section, so that all Developer funded projects can be grouped together with the Municipality funded projects (above) for Treasury Board approval. This approval is required to increase our revenue and expense budgets to offset the increased asset value for the amount paid by the private developer.

Work Performed by the Department with a Private Developer's Financial Contribution

Work is done by the Department, and the Department does work on a Provincial Highway, for which a private developer contributes funding:

- Before work is started, the Department obtains security for 100% of the developer's work in the form of an escrow account or an Irrevocable Letter of Credit (ILOC).
- The Department's expense would be the same as the total project cost.
- The Department would draw on the escrow account or the developer's ILOC as the work progresses.
- The Department would request dedicated revenue approval to offset the amount in the escrow account or ILOC, so this is cost neutral to the Government of Alberta (revenue would be accrued at year end if not actually received).
- The Department's capital asset value would be the same as the total project cost.

7.5.3 REGIONAL TENDERS/CONTRACTS

When construction cost estimates are valued at less than \$100,000, the tender is exempt under the provisions of the Agreement on Internal Trade. As such, the Region has the option of inviting bids from three or more qualified contractors, or locally advertising the tender. For Regional tenders, the Region will be responsible for the review of the tender documents, administration of the call for tenders, and closing the tender.



If the Project Sponsor elects to invite bids from three or more contractors, the Project Sponsor shall ensure that all invited bidders have a valid COR or TLC issued by the Alberta Construction Safety Association. If the Regional Tender is advertised locally, the Project Sponsor shall reject any bid received from a Contractor who does not possess a valid COR or TLC issued by the Alberta Construction Safety Association (Note: CRC approval is required for rejection of non-compliant, apparent low bidder, for any reason).

Once the tender closes, the Region is responsible for entering all the bidder and contract information into CPMS. Copies of tender results shall be forwarded to Professional Services, who will report the Regional Tender statistics to CRC on a quarterly basis.

If the lowest compliant bid on a regional tender is \$50,000 or less, then the Project Sponsor may approve and execute the contract.

If the lowest compliant bid on a regional tender is less than \$100,000, then the Regional Director shall approve and execute the contract.

If the lowest compliant bid on a regional tender is greater than \$100,000, then the Project Sponsor must immediately notify Tender Administration, who will in turn seek approval from the Contracts Review Committee to approve award of the contract.

Regional Tenders shall be prepared using the "Regional Tender Template" as published on the Department's web page at:

www.trans.gov.ab.ca:81/doctype29/Production/pro012.htm

To view and/or download copies of tender documents and related forms for preparation of Regional Tenders, visit the Department's Internet Site at:

www.trans.gov.ab.ca:81/doctype29/Production/pro012.htm

7.6 CONSTRUCTION CONTRACTS OVER \$100,000

7.6.1 CONTRACT SPECIFICATIONS

The Consultant is expected to be fully conversant with the contract specifications and to understand the Department's intent of the specifications and is expected to interpret them in the field. If the Project Sponsor is unable to provide clarification to the Consultant, then the Project Sponsor seeks assistance from Tender Administration for General Specifications, and Technical Standards Branch for Technical Specifications, with clarification to be provided in turn to the Consultant.

Typically, Technical Standards Branch handles questions that are technical in nature and the Contract Administration Engineer (Tender Administration) handles other interpretations of a general nature.

Tender Administration and Technical Standards Branch monitor that standards are being interpreted correctly and uniformly across the Province.

If an ambiguity is identified in the contract specifications, the Department will develop and issue a Construction Bulletin (See "Process for the Development and Implementation of Construction Bulletins" in the Appendices).



7.6.2 CONTRACT CHANGES

Tender Administration tracks contract change matters and construction unit prices from all tenders. The Section assists the Project Sponsor in administering contract changes by providing advice as to similar situations and processes, by arranging for the necessary approvals in accordance with the Expenditure Officer Authority Guidelines (EOAG) and, where required, by arranging for execution of the change documents.

7.6.2.1 Contract Design Change Proposals (DCPs)

7.6.2.1.1 Introduction

Alberta Infrastructure and Transportation's specifications provide contractors with the opportunity to submit an alternative or change to the Department's tendered design. Such submissions are termed Contract Design Change Proposals (DCPs) and can only be submitted after the contract is awarded.

The contract requirements for DCPs are contained in Specification 1.2, General, of both the Standard Specifications for Highway Construction and the Specifications for Bridge Construction. This specification is intended to provide guidelines to assist in the administration of DCPs.

7.6.2.1.2 The Original Design for the Project

The Department views its tendered designs as providing good value. However, the Department recognizes that, in some cases, contractors may possess knowledge of technology, construction methods, equipment or materials, or can react to current market conditions that, if applied to the project, will provide an equivalent or improved final product at a reduced cost.

The Department does not consider the submission of a DCP to imply that the tendered design prepared by the Department's Consultant is deficient or substandard. Accordingly, DCPs will be reviewed in terms of their merits rather than as a criticism of the original design concept.

7.6.2.1.3 The Intent of Contract Design Change Proposals

The intent of DCPs is to allow and encourage contractors to take advantage of current market conditions and propose alternative designs that will result in one or more of the following:

- An immediate cost savings to both the Department and the Contractor.
- An immediate benefit/value to the Department in areas that may not be easily quantified, such as reduced traffic disruption, addressing landowner issues or environmental impacts.
- A longer term benefit/value to the Department by reducing long term environmental impacts or the costs for future maintenance or construction.
- A longer term benefit/value to the Department on future projects through the use of new technology (innovation).

Regardless of the cost savings or benefits to either party, a DCP will only proceed if the overall intent, integrity and quality of the project are maintained without an increase in total life cycle costs, and the construction schedule/completion date for the new project is acceptable to the Department.



7.6.2.1.4 Department's Goals for Contract Design Change Proposals

The Department encourages contractors to submit DCPs. The Department's goals associated with the process are:

- To encourage contractors to use new products, innovative construction techniques, and/or take advantage of current market conditions to present alternative designs that offer benefits to both the Contractor and the Department.
- To ensure that effective lines of communications are maintained between the Department, the Contractor and the Consultant during the DCP process, thereby minimizing confusion, misunderstandings, duplicated efforts or frustration between the parties.
- To ensure that a timely, objective and unbiased evaluation of the Proposal is carried out (*to this end, contractors must submit complete and detailed proposals and the Department must undertake a timely and thorough review of the proposal considering all financial and other impacts and provide definitive guidance on the suitability of the concept*).
- To ensure that the new design is equivalent (or superior) to the tendered design in terms of service, performance, and durability. Additionally it is expected that the proposal will offer a cost benefit to the Department and/or other benefits such as a reduced impact on the environment, a reduced impact on the travelling public, reduced construction time and/or a positive impact on future construction or maintenance.
- To ensure that the role of the Consultant in administering the "changed" project is clearly set out.

7.6.2.1.5 General Review Process for Contract Design Change Proposals

DCPs must be processed in an efficient manner in order for the full savings to be realized. The Department desires a cooperative and effective approach between the Contractor, the Consultant and the Department when considering any DCP submitted. The details of the review process for a DCP may vary depending on the complexity, magnitude and scope of the DCP. Items likely to be impacted are:

- The level of review necessary by the Department on both the initial and detailed submissions.
- The role of the Consultant in the review process, checking the design and on-site supervisions/quality assurance.
- The amount of risk that the Department is willing to take on, given the magnitude of the cost savings and other benefits included in the proposal.

Generally, the steps in the process are as follows:

- Project is tendered.
- If there is a Project Design Brief and/or a Choose Design Report for the project, then the Department will make these documents available for viewing.
- Contract is awarded.
- Contractor advises the Department's Project Sponsor of his intent to submit DCP.
- Contractor meets with the Project Sponsor to discuss the concept and scope of the DCP.
- Project Sponsor assembles DCP review team if the impending DCP is complex.
- Contractor provides the initial DCP submission and non-refundable deposit to the Project Sponsor.
- Project Sponsor (and DCP Review Team, if necessary) reviews DCP.



- Project Sponsor initiates any negotiations necessary to clarify or finalize the terms of the DCP, including technical details, construction scheduling and price.
- Project Sponsor communicates acceptance or rejection of the DCP to the Contractor.
- If accepted, the Contractor proceeds with the detailed design submission if the DCP is complex and provides the second non-refundable deposit.
- Department processes a change to the contract documents. All contractual terms of the DCP are finalized in writing, including the new contract price. The role of the Consultant in administering the project is established.
- Project Sponsor processes scope change to Consultant Agreement if necessary.
- Contractor proceeds with detailed design if the DCP is complex.
- Any design checking and/or changes to QA testing performed by the Consultant will be as noted in the scope change, if required.
- Construction proceeds.

7.6.2.1.6 Reviewing the Previous Design Options

Contractors are encouraged to contact the Department to find out if a particular design, concept, material, product or technology had already been considered and discarded by the Department or the Consultant at the preliminary design stage. To assist the Contractor, the Department will make its “Choose Design Report” available for viewing by the Contractor during the tendering period.

The fact that a particular design had previously been discarded does not necessarily mean that the Department would automatically reject it in a DCP. Current market conditions or specialized work methods, materials or technology, that were not readily available at the time the original design was completed, may make that design viable at the time of the DCP.

7.6.2.1.7 Initial Meeting between Contractor and Department

The Contractor should meet with the Project Sponsor and the Consultant prior to the submission of a DCP. If the intended DCP is complex, the Contractor shall also have his design consultant attend.

The purpose of this meeting is to discuss the nature of the Contractor’s intended design change, with the Contractor presenting adequate information to convey the intent of the DCP to permit or form the basis for discussion. Typical issues to be discussed at this stage would be:

- The scope of the design change.
- Estimated new price.
- The intended roles and interaction between each of the parties in the process.
- Timelines for completing the evaluation of the DCP.
- Significant contract issues such as construction schedule, “site occupancy”, and any impacts on the specified contract completion date and/or interim completion dates.
- The specific requirements and level of detail required for the Contractor’s initial submission.

Following the pre-submission meeting, the Project Sponsor will start assembling the DCP Review Team, if necessary.

7.6.2.1.8 Initial Submission by Contractor

The Contractor’s initial submission must contain sufficient detail to allow the Department to properly consider the DCP.



The initial submission must include sufficient detail to clearly demonstrate that the proposed design will meet Department objectives and/or standards and will provide a finished product that is equivalent or superior to the tendered design. In addition to detailed sketches (or drawings) of the proposed work and a revised Project Design Brief, an itemized list of deliverables and contract issues is required.

Typically, this list would include the products being used, the level of testing and site supervision to be performed by the Contractor, key subcontractors and design consultants, timelines for the completion of the proposed work, key milestone dates, any impacts or changes to “site occupancy” and the contract completion date, any environmental or traffic accommodation impacts and a list of any new contract terms and a new schedule of prices (and total price).

The Contractor must also indicate the timelines within which the review/acceptance of the DCP must be completed in order for the DCP to proceed as planned and the savings to be achieved.

Any submissions which have insufficient detail or which clearly do not meet Department objectives and/or standards will not be considered.

7.6.2.1.9 Review of Contractor’s Initial Submission

The Department will bear the cost of reviewing the Contractor’s initial submission.

The Project Sponsor will lead the review of the DCP. The membership of the Review Team will depend on the complexity of the DCP, but would typically include representation from the Department’s Technical Standards Branch, the Consultant, and other applicable Department experts as required.

The Department may, at its discretion, retain the services of a separate engineering consultant in reviewing the initial submission, if the design change is believed to be beyond the scope of expertise of the Department and its Consultant.

If the Contractor’s initial submission appears reasonable, but changes are required, then the Project Sponsor will arrange a meeting between the Contractor and the DCP Review Team to resolve or negotiate the outstanding issues.

The timelines and requirements for the Contractor’s detailed submission and the Project Net Cost Savings must also be established at this stage.

7.6.2.1.10 Calculating Project Net Cost Savings

The contract specifications provide a formula for calculating the Project Net Cost Savings (PNCS) and sharing the amount between the Contractor and the Department.



Typically, the PNCS should be finalized as soon as possible following acceptance of the Contractor's initial submission. This will require both the Contractor and Department to estimate some of their respective costs such as the costs for preparing and checking the detailed submission and any additional field inspection or testing required as a result of the DCP. Once established, the PNCS will not be changed, regardless of the actual costs of these items.

As an alternative to using the specified formula to calculate Project Net Cost Savings, the Department and the Contractor may agree to a fixed price for the new work and the savings would not be shared.

If, during the course of finalizing the detailed DCP submission or during construction, additional work is necessary for the new design, it shall be handled as follows:

- If the additional work is necessary to satisfy that the intent and scope of the new design is equivalent to the tendered design, then the cost of the additional work will be borne by the Contractor.
- If the additional work is requested by the Department to enhance the new design beyond that of the tendered design, then the cost of the additional work will be borne by the Department.

7.6.2.1.11 Submitting, Checking and Finalizing the Contractor's Detailed Submission

The Department will not bill the Contractor separately for any review of the Contractor's detailed submission performed by the Department or the Consultant. This cost is to be estimated by the Department at the time the DCP is accepted and the PNCS is calculated.

The preparation of the new design drawings can be time consuming and could impact the construction schedule. Therefore, it is necessary to have the roles of each party in the review process clearly defined to ensure that there are no undue delays (e.g.: the process for submitting the detailed drawings and communicating any concerns noted in the drawings back to the Contractor or his consultant must be clearly set out).

7.6.2.1.12 Incorporating the DCP into the Contract

All changes to the contract resulting from the DCP must be agreed to in writing by the Department and the Contractor. This must be done as soon as possible after the DCP is accepted. The Project Sponsor will provide the list of changes to the Department's Program Management Branch who will prepare the necessary documents and arrange for signatures.

In the event that the DCP is complex and the new design drawings are necessary for the final contract change package, an interim agreement will be used covering the new contract terms and price schedule. Once the new design drawings are complete, they will be incorporated into the final contract change documents and Program Management Branch will arrange for the necessary signatures.

7.6.2.2 Anticipated Construction Contract Cost Overruns

The Consultant is responsible for the management and control of all anticipated overrun situations. The application for a Construction Contract Cost Overrun approval in principle should be made when the Consultant is aware that the project has a potential overrun (see EOAG for details on limits of authority for approvals).



Immediately upon notification from the Consultant of an anticipated overrun, the Project Sponsor notifies the Programming Section of a potential need for additional funding.

Contract Cost Overrun applications for approval should include full details of the circumstances leading to the anticipated overrun, an evaluation of all alternatives considered feasible to prevent the overrun, a recommended course of action, a detailed overrun cost estimate, together with the submission of the "Construction Contract Cost Overrun" form. These documents should be submitted to Tender Administration requesting an Approval in Principle to overrun. All applications should be submitted in sufficient time to allow evaluation of alternatives, allocation of additional funding, and arranging for the appropriate approvals without causing delay to the Contractor.

7.6.2.2.1 Anticipated Overruns - Up to the Greater of \$5,000 or 5% of the Modified Tender Amount

In accordance with Section 2.12.2 of the ECGHBP – Vol. 2, the Consultant can approve overruns up to the greater of \$5,000 or %5 of the Modified Tender Amount. Where the Consultant has exercised such authority, all progress estimates, where the Modified Contract Payment Total exceeds the Modified Tender Price, shall be signed by the appropriate Construction/Bridge/Operations Manager.

7.6.2.2.2 Anticipated Overruns - Up to the Greater of \$50,000 or 10% of the Modified Tender Amount

The overrun request is initiated by the Consultant and submitted to the Project Sponsor for his review and approval.

7.6.2.2.3 Anticipated Overruns - Up to the Greater of \$100,000 or 10% of the Modified Tender Amount

The overrun request is initiated by the Consultant and submitted to the Project Sponsor who reviews the overrun documentation, adds his comments and recommendation, and forwards the request and supporting documentation to the Regional Director for his review and approval.

7.6.2.2.4 Anticipated Overruns - Exceeds Greater of \$100,000 or 10% of the Modified Tender Amount

The overrun request is initiated by the Consultant and submitted to the Project Sponsor who reviews the overrun documentation with the Regional Director for need and justification. The Regional Director adds his comments and submits the request for overrun approval, including the "Approval of Construction Contract Cost Overrun" form, to Tender Administration for further review and recommendation to CRC for subsequent review and recommendation to the Deputy Minister for his approval.

7.6.2.2.5 Publication of Construction Contract Cost Increases

As per Treasury Board Directive 02-05, the Department is required to submit a summary, for publication in the Alberta Gazette, of any increase or increases to a construction contract which in total exceeds the greater of \$100,000 or 10% of the net (modified tender) amount of the original construction contract. Tender Administration prepares these submissions from the information provided by the Project Sponsors in the above mentioned overrun requests.



7.6.2.3 Extra Work

Extra Work includes work not specified in the Contract or of a class not included in the Contract but required to achieve the intent or scope of the Contract.

7.6.2.3.1 Extra Work up to \$10,000

In accordance with Section 2.8.1 of the ECGHBP – Vol. 2, the Consultant can approve Extra Work up to \$10,000 per occurrence provided that the cumulative total value of all individual orders for Extra Work issued and individual bid item quantity overruns does not exceed 5% of the Modified Tender Amount.

The Consultant informs the Project Sponsor of all Extra Work approvals on the next working day.

The authority of the Consultant to approve orders for Extra Work may be rescinded at the discretion of the Project Sponsor.

7.6.2.3.2 Extra Work up to \$50,000

Initiated by the Consultant and submitted to the Project Sponsor for his review and approval. The Project Sponsor can approve Extra Work up to \$50,000 per occurrence provided that the cumulative total value of all individual orders for Extra Work issued and individual bid item quantity overruns does not exceed the greater of \$50,000 or 10% of the Modified Tender Amount.

7.6.2.3.3 Extra Work Greater than \$50,000

Initiated by the Consultant and submitted to the Project Sponsor who reviews the request, adds his comments and recommendation, and forwards the request and supporting documentation to the Regional Director for his review and approval. The Regional Director can approve Extra Work exceeding \$50,000 per occurrence provided that the approved contract overrun limit is not exceeded (i.e. the cumulative total value of all individual orders for Extra Work issued and individual bid item quantity overruns does not exceed the greater of \$100,000 or 10% of the Modified Tender Amount).

7.6.2.4 Unit Price Approval

In accordance with Section 2.7, Unit Price Approvals, of the ECGHBP - Vol.2, the Consultant submits the Unit Price Approval request to the Project Sponsor. The Project Sponsor will review the Consultant's documentation for the need and justification of the new bid item along with the written unit price quotation by the Contractor and submit it along with his comments to the Regional Director for his approval and furtherance to Tender Administration for further review and approval (see EOAG).

Unit price adjustments to bid items within the original contract are initiated by the Consultant and/or Project Sponsor. The Consultant reviews the modified and/or alternative bid item and unit price. The change request is submitted to the Project Sponsor who reviews the documentation for need and justification along with the written unit price quotation by the Contractor and submits it along with his comments to the Regional Director for approval and furtherance to Tender Administration for further review and approval (see EOAG).



7.6.2.5 Contract Extensions

A Contract Extension (an example being extension of the limits of the project) is identified by the Consultant and reviewed by the Project Sponsor for need and justification. It is forwarded to the Regional Director who reviews the request and, if in agreement, submits it to Tender Administration with his recommendation. Tender Administration reviews the request and submits it to CRC for their consideration and approval.

The Project Sponsor confirms the availability of additional funding with Programming Section. The Consultant drafts the contract extension document which the Project Sponsor reviews for completeness and then forwards to Tender Administration for processing and execution.

7.6.2.6 Contract Completion Date Extension

The Contract completion date and interim completion dates can be changed. Requests for changes to completion dates are initiated by the Contractor, reviewed by the Consultant for need and justification, and submitted with all necessary documentation to the Project Sponsor for review. The Project Sponsor submits the request with his comments to the Regional Director. The Regional Director reviews and submits the request with his recommendation to Tender Administration. Tender Administration does a further review and arranges approval by CRC. If the need for a contract extension is due to weather conditions and quantity increases, it may be approved by a designate of CRC (see EOAG).

7.6.2.7 Site Occupancy

The specifications indicate that the Department will consider an increase to the number of Calendar Days bid by the Contractor for Site Occupancy in certain situations. The most common situation for which an increase in Calendar Days would be considered is if the tendered quantities increase in one or more of the contract bid items.

Typically, when quantities increase, the Department would consider increasing the number of Calendar Days only if the Contractor is in a penalty situation on the Site Occupancy bid item. Further, in these situations, the Contractor must demonstrate that the increases to the bid item(s) directly impacted his schedule to the extent that the total number of days his forces were required on site was impacted.

However, where the Contractor is in a bonus situation under the Site Occupancy bid item, then an increase in the number of Calendar Days bid for Site Occupancy due to a quantity increase would only be considered if there is a significant variation between the final quantity and the tendered quantity of a particular bid item. The Contractor must show impact to justify the need to change site occupancy.

If the Department negotiates a change in the scope of the contract work, then any changes required to the number of Calendar Days should be negotiated with the Contractor as part of the change of the contract. For these situations, the Consultant shall provide the Project Sponsor with a written recommendation concerning the proposed change.

The Project Sponsor will review the proposed change and submit it with his comments to the Regional Director for his review and comments. The Regional Director's recommendation is then submitted to Tender Administration, for further review and approval by CRC.



Where additional Site Occupancy days are negotiated as part of an Extra Work order, the Regional Director has the authority to approve the additional days. However, Extra Work does not necessarily constitute additional days for Site Occupancy.

7.6.3 QUALITY ASSURANCE APPEAL ADMINISTRATION PROCESS

The highway construction specifications include provisions for QA appeal testing in instances where the Contractor believes that the reported QA test results do not accurately represent the lot of production.

7.6.3.1 Asphalt Content, Gradation, Density, Fracture Count and Maximum Theoretical Densities

Each year Technical Standards Branch provides the Regions a short list of recommended Consultants to provide QA Appeal Testing Services. Each Region is responsible for setting up the necessary contracts with the selected QA Appeal Consultants.

When the Prime Consultant indicates that a justified appeal exists, he contacts the Project Sponsor who informs him which QA Appeal Consultant the samples are to be sent to.

Note: The QA Appeal Consultant cannot be otherwise involved with the QC or QA testing on the project being appealed.

After receiving the appeal test results and invoice(s), the Prime Consultant signs the invoice indicating that the work was done and forwards it to the Project Sponsor. The Project Sponsor arranges for payment to the QA Appeal Consultant.

The Prime Consultant also indicates to the Project Sponsor whether the Contractor is responsible for paying the standard sampling and testing costs as outlined in the applicable specifications. If the Contractor is responsible, then the Project Sponsor invoices the Contractor.

7.6.3.2 Segregation Appeals

When a Contractor appeals the segregation rating, the Consultant forwards the appeal request and copies of the Segregation Worksheet(s) to the Project Sponsor. The Project Sponsor contacts the Roadway Construction Standards Specialist, Technical Standards Branch, who will then assemble a segregation appeal team to reassess a representative portion of the appealed work as outlined in the Paving Guidelines and Segregation Rating Manual. Normally the appeal team will consist of two members from TSB and a consultant who is not already involved with the project. The Project Sponsor will be responsible for setting up a contract with the appeal consultant and for arranging for traffic accommodation, if required.

Depending upon the outcome of the reassessment rating, the Project Sponsor invoices the Contractor for appeal testing costs according to specification requirements.



7.6.3.3 Pavement Smoothness Appeals

When an appeal is received for pavement smoothness, the Consultant forwards the appeal request and copies of the Smoothness Summary Report and profilograph rolls to the Project Sponsor. The Project Sponsor contacts the Roadway Construction Standards Specialist who will provide advice on selecting a consultant to undertake the appeal testing. The Project Sponsor will be responsible for setting up a contract with the appeal consultant and for arranging for traffic accommodation if required. Appeals for pavement smoothness testing have been very infrequent.

Depending upon the outcome of the reassessment rating, the Project Sponsor invoices the Contractor for appeal testing costs according to specification requirements.

7.6.4 FIRST PARTY CONTRACT CLAIMS, NEGOTIATIONS, DISPUTES

7.6.4.1 Policy

The Project Sponsor should advise the Consultant of the process to be followed for First Party Claims submitted by a Contractor. First party claims will not be accepted from any party other than the Contractor. The claim must be in writing and submitted on the Contractor's letterhead. Verbal notifications of intent to claim should not be accepted. The Project Sponsor should also stress that the Consultant must advise him of any claim notification received. The procedure for the Consultant's review of a claim is provided in the ECGHBP - Vol.2.

The Consultant is required to immediately notify the Project Sponsor and the Director, Tender Administration, of the existence of a claim. Upon receipt of this notification from the Consultant, the Project Sponsor should confirm that Tender Administration has been notified and advise the Regional Director and Technical Standards Branch of the claim.

The Project Sponsor should ensure that the Consultant, in acknowledging a claim or Notice of Claim, has first determined if the Contractor has met the required 7-day notification timeline. If the Contractor's submission appears not to have met the required timeline, then the Consultant's acknowledgment or response should state that the claim fails to do so, requesting that, if the Contractor disagrees, he substantiate that his notification timelines have been met.

The tracking of claims and the issues raised by Tender Administration and Technical Standards Branch on a Provincial wide basis provides the Department with feedback on existing specifications and testing procedures by identifying areas where revisions or further review is required. In addition, information on all claim responses and settlements is required to determine if precedence is being set. Past experience has shown that settlement of a minor claim on one project may set precedence for a much larger claim on another project.

7.6.4.2 Procedure for Claims and Dispute Resolution

The procedure for administrating claims submitted by a Contractor to the Department makes use of the internal process stipulated in the General Specifications and the Dispute Resolution Process for Government of Alberta Construction Contracts. This procedure is outlined in the General Specifications and is intended to guide the Contractor through the various levels of appeal available to him under the terms and conditions of the Contract. This process permits the Contractor to appeal a decision he disagrees with to the next level in the review process.



When following the appeal process, the Contractor must submit the claim in writing to the next level and must also indicate why he disagrees with the opinion of the previous level. The Contractor should not be permitted to introduce new items or issues that have not been reviewed by the previous level. If new items are introduced, the Contractor should be advised to submit them in writing to the first level for review. Each claim would then be reviewed independently, unless the Department and the Contractor agree otherwise.

The administrative review structure for claims consists of the following levels:

Level 1	Consultant
Level 2	Regional Director
Level 3	Executive Director, Program Management Branch

Level 1 - Consultant

If upon review, it is determined that the Contractor's claim has some validity and the Contractor is entitled to some form of compensation within the terms of the Contract, then the Project Sponsor can authorize the Consultant to attempt to negotiate a tentative settlement with the Contractor. However, if compensation due to the Contractor would be outside the terms of the Contract, then the proposed settlement, along with a written report is forwarded through the Project Sponsor to the Regional Director for his review, approval and furtherance to the Director, Tender Administration to arrange for CRC approval prior to the Consultant negotiating a settlement.

If the claim is rejected for any reason at Level 1, the Consultant notifies the Contractor in writing (with a copy to the Project Sponsor) and advises that if he is in disagreement with the response, then he may resubmit the claim to the Regional Director for a Level 2 review. The Project Sponsor ensures that a copy of the Consultant's response is forwarded to the Director, Tender Administration.

Level 2 - Regional Director

When a claim is received at Level 2, the Regional Director should advise the Director, Tender Administration and Technical Standards Branch.

When reviewing a claim, the Regional Director has a number of resources available to him including the Consultant, Project Sponsor, Technical Standards Branch, Tender Administration and others to assist him in his review of the claim. The decision arrived at should be fair and fall within the parameters of Department policy and the Contract.

If the claim can be resolved at Level 2, then the Regional Director, with assistance from the Project Sponsor will:

- Arrange for all required approvals prior to formal offer to settle by submitting his recommendation, along with all supporting documentation to Tender Administration to arrange CRC approval.
- Inform the Contractor in writing of offer to settle (with bcc to Tender Administration and Technical Standards Branch), and arrange for the Contractor to sign a General Release (Tender Administration will provide the Release form to the Project Sponsor). Any offer made should be subject to a timeline for acceptance by the Contractor.



If the claim is rejected at Level 2, then the Regional Director notifies the Contractor in writing (with a bcc to the Director, Tender Administration) of the decision and that if the Contractor is in disagreement with the response, then he may resubmit the claim to the Executive Director, Program Management Branch, for a Level 3 review.

In the Level 1 and 2 reviews, where the claim is being rejected, it is not necessary that the review authority forward the Contractor's claim to the succeeding level as this is the Contractor's responsibility.

Level 3 - Executive Director, Program Management Branch

When Level 3 claims are submitted to the Executive Director, Program Management Branch, the Consultant, Regional staff, Tender Administration staff and Technical Standards Branch staff assist and provide input as necessary. The same requirements for CRC approval and General Release requirements as described for Level 2 claims apply.

If a claim is unable to be resolved at Level 3, then the Contractor may elect to initiate the Dispute Resolution Process, which can entail either, or both, of mediation or arbitration. The involvement of the Consultant, Regional staff, Tender Administration staff and Technical Standards Branch staff will also be required at this level. However, should the Contractor fail to initiate the Dispute Resolution Process, the claim terminates.

7.6.5 THIRD PARTY CLAIMS

7.6.5.1 General

A third party claim is a claim against the Contractor or a sub-Contractor by sub-Contractors, suppliers, labourers, or others working on or providing material or services on the Contract.

Third party claims must be submitted in writing. Verbal statements are not sufficient. Claims must be acted on immediately because, under the Public Works Act, there is a statutory 90-day limit for filing claims commencing on the last day that the claimant worked or provided services or materials on site. In the Labour & Material Payment Bond, there is a similar 120-day limit for filing claims with the Bonding Company. The Public Works Act also states that a claim should not be filed within 30 days of the date the claimant last worked.

7.6.5.2 Procedure for Third Party Claims

The Project Sponsor shall forward all third party claims to Tender Administration. Although the Public Works Act has a 90-day limit for filing claims, there is no limit in the Contract itself. Therefore, under no circumstances should a claimant be advised not to file a claim once the 90-day period has expired. All claims are to be date stamped and forwarded to Tender Administration.



Tender Administration will note the claim against holdback and send a letter to the Contractor along with a copy of the letter of claim, requesting the Contractor to immediately investigate the claim and advise the Department of any activity regarding it. The Bonding Company is provided with a copy of the letter of claim and is advised that the Contractor has been requested to investigate the claim. The Bonding Company is also advised if holdback funds are sufficient to cover the claim. A letter is sent to the claimant acknowledging receipt of the claim and advising him of the 120-day time limitation for filing his claim with the Bonding Company. The Bonding Company will only recognize notification of a claim directly from the claimant.

If holdback is insufficient, the amount of holdback may be increased. Tender Administration will advise the Project Sponsor to increase holdback if required.

If the claim is legitimate and the Contractor is unable or unwilling to settle the claim, the Department may determine the value of the claim and pay the claimant directly from holdback funds or, normally, pay the disputed amount into court for judicial determination. Following payment from the Department, it is up to the claimant to deal with the Bonding Company to address any remaining balance of the claim.

7.6.6 DAMAGE CLAIMS

7.6.6.1 General

Under the terms of the General Specifications, the Contractor is required to review any damage claims received and respond to the claimant in writing with a copy to the Project Sponsor and the Consultant.

It is the Department's intent that all claimants fully understand the claims resolution process. To assist the claimant in this regard, the Department has produced an information pamphlet entitled "Alberta Infrastructure & Transportation Procedures for Damage Claims". This pamphlet outlines the process referred to in the General Specifications that allows for an independent review when the claim value falls below a specified financial limit.

The Department has entered into an agreement with an insurance adjuster for the evaluation of those situations where the claimant is not in agreement with the Contractor's reply and the claim has a value of less than the specified financial limit.

7.6.6.2 Procedure for Damage Claims

The Consultant must forward the claim letter to the Contractor, asking the Contractor to deal with the claim in accordance with the General Specifications. The claimant will be advised by letter that the claim has been forwarded to the Contractor. The Project Sponsor shall ensure that a copy of "Alberta Infrastructure & Transportation Procedures for Damage Claims" pamphlet is enclosed with the letter to the claimant.

The Contractor is responsible for dealing with damage claims and the Project Sponsor may request Tender Administration to note the amount of the claim (or a greater amount) against the holdback in order to encourage the Contractor to respond. Before the holdback is released, Tender Administration will contact the Project Sponsor to confirm that holdback is no longer required.



With the exception of those minor damage claims that are eligible to be forwarded to an independent adjuster, once the Contractor has responded to the claimant in writing stating his position, the Department considers the matter closed. The Project Sponsor will forward a letter to the claimant suggesting that, if the Claimant is dissatisfied with the Contractor's response, the claimant could consider other avenues to resolve the dispute.

In cases where the claim value is within the specified financial limit and the claimant disagrees with the Contractor's response, the Project Sponsor will assemble all of the written information regarding the claim from both the claimant and the Contractor into a file and forward it to the adjuster. The adjuster does not investigate the incident. His decision is solely based on the information that is enclosed in the file. It is the responsibility of the Project Sponsor to ensure that the file is complete so that the adjuster's decision is based on the complete story.

If the adjuster rules in favour of the Contractor and the claimant is dissatisfied, the Project Sponsor will suggest that the claimant consider other avenues to resolve the dispute.

The claimant is not to be provided with the name of the Contractor's Insurer. The claimant has the legal right to obtain the Insurer's name from the Contractor but not from the Department.

7.7 CONSTRUCTION CONTRACTS UNDER \$100,000

Construction contracts under \$100,000 are administered by the Regions in a manner similar to construction contracts over \$100,000 with the exceptions outlined below.

7.7.1 AWARD CONTRACT

The Project Sponsor can approve contract awards up to \$50,000.

The Regional Director can approve contract awards up to \$100,000.

7.7.2 SIGN APPROVED CONTRACTS

The Project Sponsor can sign contracts which were approved by him.

The Regional Director can sign contracts up to \$100,000.

7.7.3 CONTRACT COST OVERRUNS

The Project Sponsor can approve contract overruns up to \$50,000.

The Regional Director can approve contract overruns up to \$100,000.

7.7.4 CONTRACT EXTENSIONS OR CHANGES

The Project Sponsor can approve contract extensions or changes provided that the resulting contract overruns do not exceed \$50,000.

The Regional Director can approve contract extensions or changes provided that the resulting contract overruns do not exceed \$100,000.



7.7.5 UNIT PRICE APPROVAL

The Regional Director can approve new unit prices or changes to existing unit prices.

7.7.6 EXTRA WORK

The Project Sponsor can approve extra work provided that the resulting contract overruns do not exceed \$50,000.

The Regional Director can approve extra work provided that the resulting contract overruns do not exceed \$100,000.

7.7.7 CONTRACT COMPLETION DATE EXTENSIONS

The Regional Director can approve completion date extensions where no monetary implication to late completion is involved.

7.7.8 APPROVE HOLDBACK/SECURITY RELEASES

The Project Sponsor can approve holdback/security releases on contracts which were approved by him.

The Regional Director can approve holdback/security releases on contracts up to \$100,000.

7.8 PROJECT REPORTING REQUIREMENTS

A description of the various standard construction and quality assurance reports is provided in Section 2 of the ECGHBP - Vol. 2. The required reporting frequency (weekly, monthly or other) is also outlined in the manual.

These forms and reports are copied and filed in the regional office. Some of the selected forms and reports are forwarded to Twin Atria and others as follows:

Construction Reports	Forwarded by Project Sponsor to
<u>Start of Construction Operations</u>	
Notification of Construction Operations	Project Administrator forwards a copy to: <ul style="list-style-type: none">• Regional Safety Officer.• Operations Manager.• Occupational Health & Safety.• Dangerous Goods and Rail Safety Branch.
Pre-Construction Meeting Agenda and Minutes	Circulate within Region as required and file.



Construction Reports	Forwarded by Project Sponsor to
Traffic Accommodation Strategy Environmental Construction Operations Plan	Circulate within Region as required and file.
Order Fixing Maximum Speed Limit	Consultant prepares two originals: <ul style="list-style-type: none"> • One sent to RCMP, K Division. • One stored on Contract file in Region.
<u>During Construction</u>	
Weekly Construction Report	Programming Section.
Weekly Progress Report (Bridges) Bridge Construction Inspector's Weekly Report	Circulate within Region as required and file.
Project Expenditure Report	Project Administrator reviews and updates CPMS/BPMS as required. Store on Contract file.
Contract Progress Estimate and Final Estimate Contract Log for Progress Estimate	Original to Finance Branch, Policy and Corporate Services Division. Copy to Tender Administration. Copy to Programming Section.
Asphalt Mix Design and Job Mix Formula Summary Sheet All Roadway Quality Assurance Reports	Project Administrator reviews and stores on Contract file. Consultant forwards selected reports to Surface Engineering & Aggregates Section, Technical Standards Branch as outlined in ECGHBP - Vol. 2.
Monthly Health and Safety Summary	Regional Safety Officer and store on Contract file.
Accident Notification – Incident Report Involving Third Party and/or Contractor's Equipment	Circulate within Region as required and store on Contract file. Faxed to ADM, Transportation & Civil Engineering, and Highway Operations Section, Technical Standards Branch.
Report of Motor Vehicle Traffic Collisions Occurring in Work Zones	Store on Contract file. Copy sent to Collision Research and Analysis, Driver Safety and Research. Copy to Highway Operations Section, Technical Standards Branch.
Worksite Inspection Report – Traffic Accommodation	Consultant's Project Manager or MCI as applicable. Contractor. Highway Operations Section, Technical Standards Branch.



Construction Reports	Forwarded by Project Sponsor to
Field Site Inspection Report (completed by INFTRA Regional staff)	Circulate within Region as required and store on Contract file. Copy to Professional Services.
Approval of Construction Cost Overruns	Appropriate approval within Region, then to Tender Administration. Copy of signed approval forwarded to Programming Section.
Utility Accident Report	Highway Operations Section, Technical Standards Branch.
<u>Construction Completed</u>	
Project Completion Health and Safety Report	Regional Safety Officer and store on Contract file.
Project Completed or Shut Down Report	Programming Section.
Final Details	Selected items as outlined elsewhere in this manual sent to Tender Administration.
Aggregate Royalty Payment Aggregate Stockpile Construction Report Aggregate Removal Report, Aggregate Pits and Stockpile Sites Aggregate Source Quality Report	Copies to Surface Engineering & Aggregates Section, Technical Standards Branch.

7.9 POST CONSTRUCTION

7.9.1 TRI-PARTY POST CONSTRUCTION PROJECT REVIEW

7.9.1.1 Background

One of the action steps identified in the Department/CEA/ARHCA Relationship Building Workshop held February 2, 1999 was the implementation of a three-way post project review. A procedure has been developed for these reviews.

7.9.1.2 Purpose

- Provides opportunity for feedback
- Provides a formal method for communication between Department/Consultant/Contractor at the senior level.
- Provides input for Consultant Evaluation.
- Provides forum for input for areas needing improvement.
- Measures performance results (expectations as established at pre-construction meeting compared to end of project outcomes).



7.9.1.3 Attendance

The Contractor and Consultant's corporate support personnel (as identified at the pre-construction meeting) are encouraged to attend. If this is not possible or practical, then the involved field staff should participate. In some cases, if identified by the Project Sponsor when setting the agenda, it may be beneficial to involve the field staff for a portion of the meeting to address specific issues that require background information, etc.

7.9.1.4 Procedure

The Project Sponsor will arrange and host a Post Construction Project Review meeting (debriefing session). This meeting can either be held in conjunction with the final Construction Completion Inspection or, if this is not suitable, then a separate meeting can be called shortly thereafter.

The Project Sponsor will provide the agenda and chair the session. Notes of the meeting will be recorded by the Consultant and distributed to all parties including the Director of Professional Services. Professional Services will monitor the number of sessions held in each Region and prepare periodic summary reports for the Executive Director, Program Management Branch.

It will be the responsibility of the Project Sponsor to identify and arrange for follow-up on any action items identified at the meeting. Information gathered from this session can also be considered in the preparation of the formal Consultant Performance Evaluation.

7.9.1.5 Other Items for Consideration

If the project is straightforward and no issues have been identified, the Project Sponsor may determine that no formal debriefing is necessary.

- A standard agenda should be provided (see Appendices) that will form the framework for the reviews.
- The post project review will allow the Contractor to have formal input into the project administration (Consultant's and Department's responsibilities) and also provide comments on the Consultant's delivery. With this process, Contractor input is provided.
- This review will also help to recognize the performance of the Contractor (and his sub-contractors) in complying with the requirements of the Contract.

7.9.2 FINAL DETAILS

Final Details are submitted by the Consultant to the Project Sponsor as specified in the ECGHBP - Vol. 2. The Project Sponsor reviews the Final Details for accuracy and completeness and stores them in the Region as required by Department policy.

The following documents are submitted by the Project Sponsor to Tender Administration:

- Copy of the Final Estimate, complete with all approvals.
- Original of the Checking Final Details Checklist.
- Original of the Project Summary Report.
- Original of the Grand Summary.
- Original of the Thickness and Width Charts.
- Original of the Gravel Summary. (For Department Sources only).
- Copy of the completed form "Final Details, ACP - EPS Projects".



- Mylar copy and digital copy of the various as-built drawings, and
- Plan of the finished subgrade construction (for grading projects only).

7.9.3 HOLDBACKS AND FINAL RELEASE

7.9.3.1 Holdbacks General

As an alternative to cash holdback and subject to Departmental approval, the Contractor may provide an Irrevocable Letter of Credit (ILOC) or a Release of Holdback Bond (HBB) in the amount of 10% of the total contract amount. If the Contractor sends an ILOC or HBB directly to the Consultant or to the Project Sponsor, it should be forwarded immediately to Tender Administration. If the ILOC/HBB is acceptable, Tender Administration notifies the Project Sponsor that holdback is not required to be deducted from progress payments.

Unless otherwise notified by the Project Sponsor, the Consultant makes a holdback entry on the progress estimate for 10% of the total of the estimate.

7.9.3.2 Full Holdback Release

Upon receipt of a copy of the Construction Completion Certificate, Tender Administration will send Statutory Declaration forms to the Contractor and request the Contractor to provide a Workers' Compensation Board clearance letter and other necessary documents.

Tender Administration will fully release holdback when requirements of the General Specifications have been met, Final Details have been checked and verified, necessary clearances have been received and there are no known outstanding claims against the Contractor.

Tender Administration will send copies of the holdback release form to the Contractor and the Project Sponsor, who in turn, will forward a copy to the Consultant.

7.9.3.3 Partial Release of Holdback

In order to encourage the Contractor to return in the spring to correct the work and complete any repairs, the Department retains a portion of the holdback. When seasonal shutdown occurs, all work under each bid item is complete, only minor deficiencies remain and a Conditional Construction Completion Certificate has been issued, the Department may partially release holdback (reduce Irrevocable Letter of Credit (ILOC) or Holdback Bond (HBB)).

Reduction in holdback may also be considered when the Contractor has diligently prosecuted the work but weather conditions force winter shutdown. Partial release of holdback at winter shutdown will only be considered if the remaining work is less than 2% of the contract amount.

If the Department has indications of outstanding claims against a Contract, sufficient holdback funds, in addition to that required for uncompleted work or minor deficiencies, will be retained to cover such known outstanding claims until they are resolved.

The policy respecting partial releases is premised upon good faith and good business between the Contractor, his Surety and the Department, and is not a requirement under terms of the Contract General Specifications. This policy has worked well for many years and gives the contracting industry benefits through interim releasing of holdback funds to the extent practical and possible.



7.9.3.4 Procedure for Partial Release of Holdback

In cases where the Contractor has been shutdown for the winter, all bid item work including Extra Work has been completed and only minor deficiencies remain, a Conditional Construction Completion Certificate can be issued. Tender Administration, upon receipt of a copy of the Conditional Construction Completion Certificate, will initiate the reduction of holdback process.

Where the Contractor has been shutdown for the winter and there is uncompleted bid item work remaining, a conditional acceptance cannot be issued. However, if the value of the bid item work remaining is less than 2% of the Contract amount, the Contractor may request a reduction in the holdback amount. His request for partial release of holdback must be submitted in writing accompanied by the written approval to the reduction of holdback amount from the Contractor's Bonding Company. The Project Sponsor and the Consultant will review the request, taking into account the reasons the project is uncompleted, the Contractor's work ethics, the value of the unfinished work (including deficiencies), the status of finals, whether quantities are measured and paid, and any claims, etc. Upon completion of the review, the Project Sponsor will forward the Contractor's request package to Tender Administration, accompanied by a memo summarizing the review and providing a recommendation whether to reduce the holdback and, if so, by what amount.

Tender Administration will assess the request for partial release of holdback and, if approved, will request the appropriate Statutory Declaration and WCB clearance and process the approved reduction of holdback.

7.9.4 BONDING

Before the Department signs a contract, the Contractor must supply Performance and Labour & Material Payment Bonds to Tender Administration for approval and retention.

The Labour & Material Payment Bond is in the value of 50% of the Contract amount and covers third party claims which fall under the terms of the Public Works Act. This bond is in full effect for 120 days after final acceptance of the work.

The Performance Bond is in the value of 50% of the Contract amount and guarantees that the Work defined by the Contract will be completed. The warranty period (2 years for bridge structures and 1 year for all other work with the exception of grading work/projects where there is no warranty specified) is also covered by the Performance Bond.

7.9.5 WARRANTY AND FINAL ACCEPTANCE CERTIFICATE

For all projects that contain warranty, a warranty inspection should be performed 30 to 60 days prior to the expiration of the contract warranty period. If the contract warranty period expires late in the construction season and the project has a surfacing component, the inspection must be performed prior to August 15, to allow the Contractor sufficient time to complete surfacing defects under favourable weather conditions. In as much as it is practical to do so, Regional staff should conduct informal inspections during their travels throughout the Region and note any obvious defects in the work. Any information concerning defects in the work should be promptly communicated in writing to the Project Sponsor.

The warranty inspection may or may not be performed by the same consultant that administered the Contract.



The Consultant hired to perform the warranty inspection, writes a letter to the Contractor outlining the warranty work required and monitors the corrective work. Although the corrective work can be done outside the warranty period, as long as it is completed by a scheduled date proposed by the Contractor and accepted by the Department, the letter advising of the warranty work must be sent to the Contractor before the expiry of the warranty period. Copies of the letter should be sent to the Project Sponsor, Tender Administration and the Bonding Company.

Problems involving deficiencies and warranty are normally brought to the attention of the Bonding Company by Tender Administration. If there are problems with the Contractor not repairing deficiencies or completing warranty work, the Project Sponsor should request that Tender Administration notify the Bonding Company. Although deficiencies can usually be handled through holdback, warranty is a bonding item. Notifying the Bonding Company of the problems usually encourages the Contractor to repair the failures.

The only way to have the Bonding Company repair the deficiencies or complete the warranty work would be to place the Contractor in default of contract by invoking the default clause of the General Specifications. This action would be handled by Tender Administration.

At the expiration of the warranty period or when the Contractor has completed all warranty repairs, whichever is later, the Project Sponsor shall notify the Regional Director who will issue a Final Acceptance Certificate to the Contractor with copies to Tender Administration and the Bonding Company. A sample letter form of the Final Acceptance Certificate is included in the Appendices.

7.10 OPERATIONAL TRANSFER

7.10.1 PROCESS FOR CONSTRUCTION SEASONAL/WINTER SHUTDOWN ON “CARRYOVER” PROJECTS

7.10.1.1 Background

The following is to clarify the responsibilities of the Contractor, Consultant and the Department in situations when a project carries over from one construction season to another. It outlines a number of issues that need to be addressed to ensure a safe operations situation during the period that the project is shutdown. It is critical that good procedures are in place and the responsibilities of each party are clearly defined, especially for carryover projects with a large number of service roads, environmental devices, temporary traffic accommodation, and other components which require monitoring, coordination and maintenance during the winter shutdown period.

7.10.1.2 Procedures

The procedures outlined herein do not relieve the Contractor of any of his responsibilities as defined under the terms of the Standard Specifications for Highway Construction. Work areas are defined as those areas of an existing roadway within the Work Zone, which have been disturbed by the Contractor's construction or hauling activities. The anticipated process is as follows:

- The Contractor notifies the Consultant of the planned date of winter shutdown.



- The Consultant arranges for a joint meeting of all parties including representatives of the applicable Operations Section and the Maintenance Contractor. The Consultant records the results of the meeting, which forms the “shutdown plan”. The plan is jointly developed based on the specific needs and requirements of the project. This plan outlines the Contractor’s methods and procedures for monitoring and maintaining the project during the winter shutdown period. It also outlines the responsibilities of the other parties.

Items to be addressed in the Seasonal Shutdown Plan include (as applicable):

- Work area signage (i.e. advance warning, proper spacing etc.) and permanent signage in the work zone (maintaining and cleaning).
 - Proper speed zones (i.e. reconstructed sections, disturbed areas, non-surfaced areas).
 - Delineators along grade widening where slopes are not completed.
 - Temporary protection hazards.
 - Arrangements for any special maintenance requirements.
 - Environmental protection measures.
 - Proper barricading of adjacent and intersecting roads.
 - Drainage issues.
 - Securing any open excavation borrows, gravel pits, etc.
 - Roadway surface maintenance with the exception of snow removal and ice control (i.e. pothole repairs, spot gravelling, dust control).
- Once the Seasonal Shutdown plan has been finalized, and implemented, the Consultant arranges for an inspection to ensure all shutdown aspects are in place. The Project Sponsor is invited to the inspection, along with the Department's Operations Manager (usually represented by the Maintenance Contract Inspector). Once any issues arising from the inspection are resolved and all items are in place, the Consultant will issue a Winter Shutdown Notification. The date of the Winter Shutdown Notification will serve as the date for transferring the responsibility for snow removal and ice control to the Department. If snow removal is required prior to this date, the Contractor shall make the request to the maintenance contractor, making sure to identify any potential hazards (i.e. milled surfaces) to the maintenance contractor. Any special conditions and other responsibilities to be transferred from the Contractor will be noted.
 - All signs and maintenance of the road surfaces outside the work area are the responsibility of the Department through its highway maintenance contractor.
 - If, during the seasonal shutdown period, any concerns or issues with respect to the project are identified by the Department Operations personnel or the highway maintenance contractor, the Department Operations Manager will notify the Project Sponsor of the concern for his follow-up.
 - Reporting of any known accidents should be a joint effort of all parties. The first party aware of the accident shall advise the other parties. The Consultant will perform the investigation and prepare the accident report.
 - At the start of the new construction season, a pre-construction meeting will be held and a date established for when the Contractor will assume total responsibility of the project site. Once construction has recommenced, the Contractor shall submit an updated construction schedule, and the Consultant shall complete an updated Notification of Construction Operations form.



7.10.2 TRANSFERRING THE RESPONSIBILITY PROCESS FOR MAINTENANCE OF PERMANENT EROSION CONTROL DEVICES FOLLOWING CONSTRUCTION COMPLETION

7.10.2.1 Purpose

The following outlines the procedures for transferring the responsibility for maintaining any erosion control devices remaining in-place following the completion of a Department construction project. These erosion control devices are maintained by the construction Contractor up to the time of construction completion and thereafter, are maintained by the Department and the maintenance contractor.

The procedures outlined here are to be used on Department construction contracts with 'permanent' erosion control devices and referencing latest editions of 'Standard Specifications for Highway Construction', 'Specifications for Bridge Construction', and 'Specification Amendments and Supplemental Specifications for Highway and Bridge Construction'.

7.10.2.2 Background

Department construction contracts often include requirements to install various types of 'permanent' erosion control devices for environmental protection. Typically, these devices are designed to remain in place for some period of time, or permanently, following construction completion.

In order for the erosion control devices to provide the necessary environmental protection, they must be maintained correctly. General guidelines, in the form of best management practices that describe suitable inspection and maintenance requirements for erosion and sediment control measures, are provided in the Department's *Design Guidelines for Erosion and Sediment Control*.

7.10.2.3 Erosion Control Devices

The erosion control devices covered here are those which remain in-place following construction completion of the construction project.

Typically, such devices are designed by the Department's project Consultant and are included in the construction contract under the appropriate bid items. However, there may be selected erosion control devices originally designed and installed as temporary devices by the Contractor as part of his ECO plan that the Department or its Consultant decides should remain in-place following completion of the project, for continued environmental protection.

All other erosion control devices installed by the contractor as part of his ECO plan do not need to remain in-place following completion of the project and are not covered here.

7.10.2.4 Procedures

The responsibilities for inspecting and maintaining permanent erosion and sediment control devices are:



- The Contractor's concern responsibility up to the time of construction completion of the project, including during winter shutdown or any other shutdown period. Damage to erosion and sediment control devices can occur due to a variety of reasons during construction or a shutdown period. Any affected erosion and sediment control devices must be repaired. This is particularly critical prior to adverse weather conditions or spring thaw.
- The Department's concern responsibility following construction completion of the project (i.e. once the project meets the requirements for the issuance of a Conditional Construction Completion Certificate or a Construction Completion Certificate).

During the construction phase of a project, performance records of all permanent erosion and sediment control devices are to be maintained by the Consultant as described in Section 9.10 of the Department's *Design Guidelines for Erosion and Sediment Control*. To ensure the maintenance of these erosion control devices continues following construction completion, the following shall apply:

- It is the Consultant's responsibility to indicate suitable maintenance procedures for all erosion control devices remaining in place following completion of the project. If the erosion control device is included in the Department's *Design Guidelines for Erosion and Sediment Control*, reference and appropriate site specific adjustments can be made to the applicable sections in that manual. If the device is not included in the manual, the Consultant shall design appropriate maintenance procedures for that device.
- The Consultant shall provide this information to the Department's Project Sponsor prior to the construction completion inspection. The information shall be provided in the form of a written report detailing the location of each device, the maintenance procedures required (methods, type of equipment, frequency, etc.), and shall include copies of all completed "Inspection and Maintenance Forms" as provided in Appendix D of the Department's *Design Guidelines for Erosion and Sediment Control*. The Consultant shall also include a copy of the report in the project Final Details. The Project Sponsor will forward a copy of this report to the Operations Manager.
- The Consultant shall also conduct an inspection of the sites with the Department's Operations Manager (usually represented by the Maintenance Contract Inspector) to ensure that the written document detailing the location and maintenance requirements for the devices is complete. Contacting the Operations Manager may be done through the Project Sponsor.

7.10.3 COMPLETION NOTIFICATION TO KEY STAKEHOLDERS

Upon completion of construction, key stakeholders who have been involved in the project or whose operations have been affected by the construction should be notified of the completed work.

Law enforcement such as RCMP or local police - notified that construction zone is no longer in effect and normal operations have resumed.

Emergency services – if emergency services response has been affected by a construction zone, they should be notified upon completion.

Major industries – if industries such as log haul, or a major processing facility has had to adjust their deliveries or routing, then they should be notified of construction completion.



7.10.4 MINISTERIAL ORDERS FOR SPEED CHANGES

Upon Construction completion, all required speed changes should be officially made through Ministerial Order. If a previously gravelled road is upgraded to a paved standard, there is usually a required operating speed change Ministerial Order from 80 km/h to 100 km/h. The District Operations Sections have a well-established process for this and can provide assistance.

7.10.5 JURISDICTIONAL TRANSFER

Upon completion of construction, any new highway alignment must be officially designated as a provincial highway. Similarly any former provincial highway that is reverted to local road under the municipality jurisdiction as a result of provincial highway realignment or is being obliterated, must be officially de-designated as a provincial highway.

The Project administrator is to prepare a map plan identifying new provincial highway alignment and/or surplus former provincial highway (reverting to local jurisdiction). A covering letter is required to all affected urban or rural municipalities requesting a copy of Council Minutes from the local authority agreeing with the change in designation. A covering letter is also required to local MLA(s) requesting concurrence with the change in designation.

Provide the map plan and approval letters from the MLA(s) and municipalities, along with one or two paragraphs of background information on the reasons for the designation changes, to the Highway Geomatics Section.

The Mapping/GIS Technologist, Highway Geomatics, Divisional Services Coordinator will prepare a briefing and draft the Ministerial Order to be sent to the Minister for signature.

Once completed, the Region will receive a copy of the signed Ministerial Order.

Service roads are transferred to the appropriate municipality after completion of construction.

7.10.6 HIGHWAY MAINTENANCE TRANSFER

Prior to completion of construction, the Project Sponsor should review the project with the affected MCI(s) and/or Operations Manager to ensure that any of their concerns are considered and, where practical, addressed. The Operations staff should be satisfied that they are not accepting responsibility for incomplete or deficient work that should have been completed as part of the construction contract.

Following completion of construction and issuing of the construction completion certificate, responsibilities for maintenance and operations is transferred from the Contractor to the Highway Maintenance Contractor.



8 MONITORING/AUDITING CONSULTANTS

8.1 CONSULTANT MONITORING BY PROJECT SPONSORS (OR DESIGNATES)

8.1.1 GENERAL

- Project Initialization meeting.
- Review Monthly Expenditure Report.
- Review Consultant Invoices:
 - Compare charges by phase as outlined in proposal.
- Review Progress vs. proposal milestone dates.
- Monitor OH & S practice & traffic accommodation provisions of field works.
- Complete consultant performance evaluation at the end of each of the major phases.

8.1.2 PLANNING STUDIES

- Participate in Technical Review Committee Meetings.
- Monitoring stakeholder consultation:
 - Review & approve proposed process.
 - Attend public open houses.
- Review Draft Reports:
 - “A” estimate.
 - Methodology.
 - Alternatives evaluation.
- Participate in Divisional Executive Committee (DEC) Presentation.
- Accept final Report.

8.1.3 PRELIMINARY SURVEY/DESIGN/TENDER PREPARATION

- Monitor OH & S traffic accommodation provisions during survey.
- Review survey information on mosaic plans for:
 - Format.
 - Completeness.
 - Reasonableness of existing ground features.
 - Existing centre-line, sod line, drainage, soil log, etc.
- Review preliminary design plan for:
 - Profile.



- Alignment.
 - Cross-section.
 - Drainage.
 - R/W plan.
 - Access management.
 - Reasonableness of quantities.
-
- Review and approve proposed “Right-of-way” plan.
 - Monitoring right-of-way & borrow negotiation process & progress of negotiations.
 - Approve right-of-way and borrow agreements.
 - Review Geotechnical Reports & Recommendations.
 - Review preliminary design reports:
 - Geometric Assessment.
 - Grading design.
 - Surfacing design.
 - Quantity calculations done in acceptable format & method.
 - “B” estimate based on unit price analysis of major items.
 - Attend Final Design Review Meetings.
 - Review Tender Package for:
 - Format Specified.
 - Tender Document completed.
 - Special Provisions reflect project specific issues.
 - “C” estimates completed and included.
 - Design package/Report included.
 - Construction Drawings completed.
 - Attend pretender meeting or review pretender meeting minutes as appropriate.
 - Review requests for addenda from consultant.
 - Review tender results vs. “C” estimates for performance assessment.

8.1.4 **CONSTRUCTION**

- Chair Construction Pre-commencement Meeting and Pre-construction Meeting.
- Site visits regularly:
 - At least once for short projects.
 - At least once every two weeks for longer duration projects.
 - Review contractor traffic accommodation provisions.
 - Make note of general progress.
 - Made note of any obvious concerns.
 - Borrow operation.
 - Stripping operation.
 - Excavation operation.
 - Compaction equipment vs. production.
 - Topsoil quantity vs. soil logs.



- Culvert installation inspection effort.
- Consultant staff vs. proposal staff.

- Meet with Project Manager and ask probing questions to confirm Project Manager's knowledge and handling of the project is appropriate.
- Visit field laboratory; ask probing questions and view records of testing to confirm tests were done.
- Talk to checkers, testing technician & surveyors and ask probing questions.
- Review general quality of work & tidiness of job site and discuss with consultant Project Manager.
- Return visit as deemed necessary.
- Prepare and circulate inspection report for each site visit.

- Review weekly progress & QA reports and try to detect potential problems for review with consultant.
- Review orders for extra work, overrun approvals, job site meeting minutes and correspondence between consultant and contractor for conformance with guidelines.
- Review progress payment estimates to ensure payment is reasonable before processing.
- Review Final Details for conformance with guidelines and detect obvious errors for consultant to correct prior to processing final payment.

8.2 SITE VISITS BY TECHNICAL STANDARDS BRANCH

- Adherence to Specs/Standards and ensure there is consistency between the Regions.
- QA Review.
- Note to File.

8.3 SITE VISITS BY PROFESSIONAL SERVICES SECTION

- Review level of supervision.
- Compliance with terms of Contracts.
- Ensure value for money.

8.4 PROCESS FOR THE ADMINISTRATION/DISTRIBUTION OF ON-SITE INSPECTION REPORTS

When the Regional Safety Officer (or other Department official) conducts an inspection, he shall complete the On-Site Inspection Report (See Appendices) and provide a copy to the Consultant's Project Manager. The On-Site Inspection Report will identify any deficiencies noted during the inspection, and will be used to record which worksites have an effective Traffic Accommodation Strategy in place.

The Regional Safety Officer (or other Department official) will also forward a copy of the On-Site Inspection Report to the Consultant's corporate support (as identified at the pre-construction meeting).



The Consultant's Project Manager will verify the deficiencies noted on the On-Site Inspection Report and take the following action:

- Provide the Contractor's site representative with formal notification of the noted deficiencies (either by letter or a copy of the On-Site Inspection Report).
- Forward a copy of his correspondence directly to the Contractor's corporate support (Head Office) within 48 hours.
- Once the deficiencies have been corrected, advise the Regional Safety Officer (or other Department official) accordingly.

This does not relieve either the Consultant's Project Manager or the Contractor's Project Supervisor from their established roles and responsibilities and is not intended to replace or override the contract specifications.

8.5 REVIEW AND COMPLIANCE

8.5.1 GENERAL

It is imperative that Departmental policies and procedures:

- Are appropriate and fair to all parties.
- Are consistently applied across the Province.
- Address and adequately manage risk.
- Are adhered to.
- Are designed to ensure the overall efficiency and value for money.

In carrying out this mission, Tender Administration Section will conduct reviews and audits throughout the Department. However, Project Sponsors ultimately have the responsibility for effective program delivery as they are accountable for the results they obtain. Project Sponsors should call on Tender Administration Section whenever they believe there may be a compliance, policy or procedural issue to resolve. To assist managers, Tender Administration Section will respond to requests for assistance or support as follows:

8.5.2 DECIDE WHAT TO AUDIT/REVIEW

Tender Administration Section will conduct an audit/review pursuant to one of the following:

- Where there is a Departmental Audit Plan, based on the terms of the Audit Plan.
- Audits/Review in response to special requests and/or identified problems as requested by CRC.
- At the discretion of the Executive Director, Program Management Branch, or ADM Transportation and Civil Engineering.

Project Sponsors who wish to have an audit/review conducted should make the request to their respective Regional Directors for discussion with CRC or directly with Executive Director, Program Management Branch.

Where required, the Executive Director of Program Management Branch, with the input of CRC or ADMs, will determine priority of audit/review projects.



8.5.3 REVIEW/AUDIT EXECUTION

Carried out by Tender Administration Section staff, supplemented with staff from outside the branch as available and as appropriate, using methodology appropriate to the scope and type of audit/review.

8.5.4 REPORT FINDINGS

The audit/review findings will be discussed with the auditee and Project Sponsor prior to final compilation. Distribution of the final audit/review report will be restricted to the auditee, the Project Sponsor who requested the audit/review, Regional Director, the Executive Director, Program Management Branch and CRC members. Additional distribution will be made with the approval of the Executive Director, Program Management Branch or CRC.

8.5.5 RESOLUTION OF ISSUES AND RECOMMENDATIONS

CRC will determine which of the audit/review recommendations should be accepted. The affected Region will be responsible for implementation of CRC's decision.



9 MISCELLANEOUS

9.1 MEDIA CONTACT

The Department's current media contact policy is that media calls are to be handled by the Director or Assistant Director of Communications. However, requests for basic and routine information can be handled by the divisions/regional offices.

A media contact sheet (See Appendices) must be completed after discussions with the media and faxed within one hour to the Director or Assistant Director of Communications and the appropriate Assistant Deputy Minister. Reporter's name, phone and fax number must be clearly shown on the sheet.

Regional offices may decide, if necessary, to issue a Traveller's Advisory for anticipated traffic disruption or traffic flow pattern changes such as opening of new four-lane highways, lane restriction due to bridge construction, etc. The Consultant shall submit draft Advisory to Communications Branch through the Project Sponsor/Administrator. A minimum of two working days lead time shall be given for Communications Branch to review the draft and respond back to the Project Sponsor. In urgent situations such as road closures, the Traveller's Advisory would be processed immediately.

Similar procedures shall be followed for other public advertisements such as public open house meetings, regional tenders, public land disposals, permanent road closures, proposed borrow pit locations (if required by Alberta Environment), and other news releases of a general nature.

9.2 RECORDS AND STORAGE

9.2.1 HIGHWAY PROJECTS

At the tender stage, the finalized Contract Tender Package (refer to the ECGHBP - Vol.1) will be submitted by the Consultant to the Project Sponsor. The Project Sponsor will review for completeness and forward the Contract Tender Package to Professional Services Section. Selected information (i.e. mylars and electronic files of signed and stamped mosaic-profile plans, intersection plans, sign plans, pavement marking plans, utility crossing plans, and other drawings related to the contract) will be forwarded by the Tender Preparation Supervisor to Technical Standards Branch. These plans and drawings will be available for use during the design and construction periods and will eventually be stored in Semi-active Records.

After the completion of construction, Final Details (refer to ECGHBP - Vol.2) will be submitted to the Project Sponsor. Most of these records will be stored in the Regional Office that administered the project.

The Project Sponsor will forward selected information (i.e. mylars and electronic files of the undated "As-Constructed" signed and stamped plans and drawings; Project Summary Report; Final Details Checklist; Details of Widths and Thicknesses; Final Estimate; Final Details ACP/EPS Projects; and Department Source Aggregate Pit Plan) to Tender Administration Section. The "As-Constructed" mylars and other contract information will be retained in Semi-active Records. Electronic files will be stored in the Livelink Document Repository for future retrieval.



9.2.2 BRIDGE PROJECTS

At the tender stage, the Consultant will submit the finalized Contract Tender Package (refer to the ECGHBP - Vol.1) to the Project Sponsor. The Project Sponsor will review for completeness and forward the Contract Tender Package to Professional Services Section. The Tender Preparation Supervisor will forward selected information (i.e. mylars and electronic files of signed and stamped drawings, mosaics) to Technical Standards Branch. The plans and drawings will eventually be stored in Semi-active Records.

After the completion of construction, the Bridges Data Requirements and Final Details Report (refer to the ECGHBP - Vol.2) will be submitted to the Project Sponsor. Some of these records will be stored in the Regional Office that administered the project. The Project Sponsor will forward selected information (i.e. mylars and electronic file of the updated "As-Constructed" signed and stamped drawings, Design and Checker Notes, Shop Drawings) to Technical Standards Branch. The "As-Constructed" mylars and other contract information will be retained in Semi-active Records. Electronic files will be stored in Livelink Document Repository for future retrieval.

9.3 CONTRACTOR ACCESS TO CONSULTANT ELECTRONIC SURVEY FILES TO CHECK FINAL DETAILS

If requested by the Contractor, the Consultant shall release electronic files for earthwork quantities to the Contractor once the files have been edited and verified.

9.4 MANAGEMENT GROUPS

There are a number of distinct groups/committees operating within or with involvement from the Department to ensure the effective administration, coordination and undertaking of the Department's mandates, goals and initiatives. A list of the major groups/committees is as follows:

- CEA/ARHCA/INFTRA Strategic Priorities Group
- ARHCA/INFTRA/CEA Operations Committee.
- Contracts Review Committee (CRC).
- Construction Process Management Committee (CPMC).
- Bridge Process Management Committee (BPMC).
- Operations Process Management Committee (OPMC)
- Transportation Infrastructure Process Management Committee (TIPMC)
- Divisional Business Administrative Committee (DBAC)

Terms of Reference for these groups/committees are contained in the Appendices



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CONSULTANT PRE-QUALIFICATION PROCESSES

STATEMENT OF QUALIFICATIONS

Pre-qualification Submissions for Prime Engineering Consultant Services on Highway, Bridge and Functional Planning Projects

INTRODUCTION

Alberta Infrastructure and Transportation is accepting submissions from Consulting Engineering firms who are interested in pre-qualifying for the provision of Functional Planning, Bridge and Highway Design and Construction Supervision services as a “Prime Consultant” on highway projects throughout Alberta.

A description of the Department’s requirements for each type of service may be found in the “Engineering Consultant Guidelines for Highway and Bridge Projects”, Volumes 1 and 2, available from Tender Administration, Alberta Infrastructure and Transportation.

Only firms intending to offer “Prime Consultant” services on these types of projects need respond to this call. Separate pre-qualification is required for firms offering Quality Assurance Testing.

SUBMISSION PROCESS

All pre-qualification submissions shall be limited to not more than 10 pages. Resumes, project summaries and corporate brochures are in addition to the above.

Only one submission per consultant firm or corporate entity will be accepted.

Submissions must include:

1. CATEGORIES OF SERVICES

An indication of which of the following categories the Consultant is interested in providing services as a prime consultant.

1. Functional Planning

2. Highways:

- **Chip Seal**
- **Paving (including base course)**
- **Grading**

3. Bridges:

- **Bridge Planning (including preliminary engineering)**
- **Design (including rehabilitation) – Culverts/Standard Bridge Structures**
- **Design (including rehabilitation) – Major Bridge Structures**
- **Project Management (including construction inspection)**

4. Complex Projects:

A complex project is defined as a project that involves extensive technical/engineering and management issues. It has most or all of the following unique or unusual requirements: the involvement of multiple engineering disciplines, multiple and overlapping project phases, extensive technical problems involving specialist sub-consultants, involvement/co-ordination with other jurisdictions, and will usually involve significant engineering fees. The number of complex projects awarded every year will be limited.

For each category of service, the Consultant must provide information to demonstrate they are capable of managing the projects.

A Consultant's use of sub-consultants versus in-house expertise to provide a full service to the Department will not be a factor in categorizing a firm provided that the Consultant demonstrates the ability to efficiently manage projects as a "Prime Consultant".

Most of the Department's assignments involve projects with either extensive technical/engineering or managerial issues or both. Examples would be corridor/alignment studies, preliminary survey/design/construction management of a grading and/or paving project, pavement rehabilitation including curve revisions and side slope improvements, preliminary engineering/design/construction inspection of a 3 span major bridge or concrete arch culvert, and projects involving more than one of the above. The Department generally awards combined design and construction assignments.

To be considered for pre-qualification, a consultant must satisfy the Department that they have successfully completed similar work on major highways within the last 2 years. These projects need not have been in Alberta nor for Alberta Infrastructure and Transportation. The Consultant must demonstrate that they have staff to lead the work and have sufficient back-up and corporate resources.

2. CORPORATE INFORMATION

- a. Company name, address and mailing address if different, telephone number, fax number and an e-mail address.
- b. Contact name, position, telephone number and an e-mail address.
- c. Location, address, telephone number, fax number and an e-mail address of any branch or regional offices within Alberta.
- d. Year company established.
- e. APEGGA permit to practice number.
- f. Safety Certification of Recognition (mandatory requirement).
- g. Ownership, affiliated and sister companies.
- h. Corporate organizational chart including sister companies/affiliated organizations and showing the management structure for the service categories.

3. STAFF

- a. Name and location of all directors and officers.
- b. Name and resumé (1 page) of the senior manager/principals responsible for the service categories of interest within Alberta.
- c. Name and resumé (1 page) of the key staff for the service categories of interest within Alberta. Resumés should include recently completed projects showing the completion date and the individuals' roles in the project.
- d. Names of Alberta branch or local office managers.
- e. Number of full time professional engineers employed within Alberta for each service category of interest.
- f. Number of full time technical staff employed in Alberta for each service category of interest.
- g. Office from which each staff member is based.

4. TYPICAL PROJECTS

One page project summaries of the 3 most recent assignments that the firm has completed, or is currently undertaking, in each of the service categories that the Consultant wants to pre-qualify in.

The summaries must include:

- a. Title, location and brief description of the project.
- b. Services provided by the Consultant as they relate to pre-qualification.
- c. Role and responsibility of the Consultant in the project (eg. prime or sub-consultant)
- d. Name and services provided by any sub-consultant.
- e. Key Consultant staff on the project and their roles.
- f. Start and completion dates of the project.
- g. Construction cost and Consultant's total professional fee of the project.
- h. Name and telephone number of owner representative.
- i. Name and telephone number of contractor representative.

5. FINANCIAL INFORMATION

Total professional fees for highway and bridge consulting services over the last 1, 3 and 5 years in Western Canada.

GENERAL INFORMATION

No payment will be made by Alberta Infrastructure and Transportation for costs incurred in the preparation or submission of this pre-qualification document.

All documents submitted by the Consultant shall be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act.

Pre-qualification of firms will be at the sole discretion of Alberta Infrastructure and Transportation. The Department reserves the right to deny pre-qualification to Consultants with inadequate credentials or due to unsatisfactory past performance. Pre-qualification status may be withdrawn at any time due to unsatisfactory performance or significant change in the status of the Consultant (i.e. retirement or departure of key staff) or failure to maintain safety certification. The Department may interview the Consultant during the pre-qualification process. All firms submitting applications will be notified of their classification. Re-submission of pre-qualification documents will not be considered unless there is a significant material change in the status of the firm (e.g. corporate merger or addition of key staff).

Consultants shall have no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out any Prime Consultant services for the department. Should such an interest be acquired during the pre-qualification period, the Consultant shall declare it immediately to Alberta Infrastructure and Transportation. The Department will, immediately upon notification, take whatever action it deems appropriate. This may include suspension of pre-qualification status. Failure to notify the Department will result in removal of pre-qualification status.

The Department requires that all "Prime Consultants" must have a safety Certificate of Recognition from the Alberta Construction Safety Association or an approved equivalent.

Firms are advised that a small employers Certificate of Recognition (for employers with less than 10 employees) is not considered acceptable.

For firms who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable.

Alberta Infrastructure and Transportation will confirm that the firm possesses a COR or a valid TLC through the Alberta Construction Safety Association.

Prospective firms which do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

The Alberta Construction Safety Association
10949 – 120 Street
Edmonton, Alberta
T5H 3R2
☎ (780) 453-3311 or 1-800-661-2272
fax: (780) 455-1120
www.acsa-safety.org

Firms that do not meet the requirements for Safety Certification will not be pre-qualified as “Prime Consultants”.

The Consultant must complete and include as the first page of the pre-qualification submission the attached “Pre-qualification for Prime Engineering Consultant Services on Highway, Bridges and Functional Planning Projects” form.

PROJECT ASSIGNMENT

Projects are classified by service type.

Pre-qualified firms are requested to identify their priorities on projects through a project ranking listing which is generally issued 3 or 4 times a year. The project list will identify the required pre-qualification categories for each project.

Consultants can prioritize a project if they are pre-qualified in at least one of the categories required for that project.

Generally, firms that are pre-qualified in one of the major categories will have up to 5 selections.

Generally, firms that are pre-qualified in both highways and bridges will have up to 7 selections. These firms may identify their highest two priorities in both highways and bridges (**i.e. #1 highway, #1 bridge, #2 highway, #2 bridge, # 3, 4 and 5 highway or bridge**). For priority selection purposes, a complex project is considered as either a bridge or highway project.

As projects are scheduled by the Department, generally three or four pre-qualified firms are requested for proposals for a given project and quality based criteria is used to award the assignment. The priority listing is used to assist the department in choosing the short list. A rotational system for awarding assignments is not used.

If requested to submit a proposal, the Consultant team must be pre-qualified in all the identified categories. This may require the Consultant to partner with other pre-qualified firms. **Proposals that do not meet this requirement will be rejected.**

A separate priority list for planning studies will be issued when warranted by the volume of studies. Generally, the number of planning studies is limited and when required, short-lists will be determined by the department based on Consultant known workload and capability or through the use of an “Expression of Interest” or similar mechanism.

Consultants will be required to sign an Alberta Infrastructure and Transportation Consulting Services Agreement prior to commencement of each assignment. This Agreement stipulates that the Consultant must possess General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2 million inclusive per occurrence, Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than \$1 million, Professional Liability insurance in amount of not less than \$1 million and “All Risk” valuable papers insurance.

SUBMISSION OF PRE-QUALIFICATION REQUESTS

If your firm is interested in providing Prime Engineering Consultant services on highway projects, then please forward six (6) copies of your submission to **Attention: Allan Donovan, P. Eng., Professional Services Section, Alberta Infrastructure and Transportation, 2nd Floor, Twin Atria Building, 4999 - 98th Avenue, Edmonton, Alberta, T6B 2X3.**

ANNUAL RE-ASSESSMENT

Pre-qualified firms that have consistently performed at an acceptable level, and that have not had any significant changes in personnel or corporate structure, will be able to renew their pre-qualification status annually by simply notifying Professional Services.

Pre-qualified firms that have not performed at an acceptable level may be subject to sanction at the sole discretion of the Department.

CONTACT

For further information, please contact:

**Allan Donovan, P. Eng.
Manager, Consultant Compliance and Performance
2nd Floor, Twin Atria Building
4999 - 98th Avenue
Edmonton, Alberta
T6B 2X3**

(780) 422-4202

OR

**Ranjit Tharmalingam, P. Eng.
Director, Professional Services
2nd Floor, Twin Atria Building
4999 - 98th Avenue
Edmonton, Alberta
T6B 2X3**

(780) 422-7672

PRE-QUALIFICATION FOR PRIME CONSULTANTS ON HIGHWAY, BRIDGE AND FUNCTIONAL PLANNING PROJECTS

Name of Consulting Firm:

Signed on behalf of Consultant by:

Name and Title of Applicant:

INDICATE THE PROJECT CATEGORY THE CONSULTANT IS INTERESTED IN PROVIDING SERVICES:

CATEGORY		INDICATION OF INTEREST
1.	Functional Planning	
2.	Highways	
	a) Chip Seal	
	b) Paving	
	c) Grading	
3.	Bridges	
	a) Bridge Planning	
	b) Design – Culverts and Standard Bridge Structures	
	c) Design – Major Bridge Structures	
	d) Project Management	
4.	Complex Projects	

STATEMENT OF QUALIFICATIONS

Pre-qualification Submissions for Prime Engineering Consultant Services on Water Management Projects

INTRODUCTION

Alberta Infrastructure and Transportation is accepting submissions from Consulting Engineering firms that are interested in pre-qualifying for the provision of engineering services as a “Prime Consultant” on water management projects throughout Alberta.

The pre-qualification will also be used by Alberta Environment.

Alberta Infrastructure and Transportation, in partnership with Alberta Environment, has updated the pre-qualification process for 2005, primarily by modifying the pre-qualification categories.

The scope of services to be provided to Alberta Infrastructure and Transportation includes:

- Engineering investigations and conceptual design.
- Preliminary and final designs including tender preparation.
- Construction contract administration services.

The scope of services to be provided to Alberta Environment includes:

- Engineering investigations
 - Feasibility studies
 - Dam safety reviews
 - Dambreak inundation studies
- Operational strategies for water management structures.
- Instrumentation requirements, installation and analysis.

Only firms intending to offer “Prime Consultant” services on these types of projects need respond to this call.

SUBMISSION PROCESS

All pre-qualification submissions shall be limited to not more than 10 pages. Resumes, project summaries and corporate brochures are in addition to the above.

Only one submission per consultant firm or corporate entity will be accepted.
Submissions must include:

1. CATEGORIES OF SERVICES

The categories, from the following list, for which the Consultant wishes to provide prime consultant services.

Alberta Infrastructure and Transportation (INFTRA):

- Major dam and reservoir projects*
- Major irrigation canal and related structures projects*
- Small water management projects including:
 - Minor dam and reservoir projects*
 - Minor irrigation canal and related structures projects*
 - Flood protection dykes and related structures
 - Lake control structures
 - River and lake erosion protection works.
 - Drainage channels and related structures (e.g. Alberta Northern Erosion Control program)
- Fish passage and exclusion structures
- Water management infrastructure mechanical, electrical and control systems

* Alberta Infrastructure and Transportation will designate these projects as either Minor or Major taking into consideration the project magnitude, complexity and risks

Alberta Environment (AENV):

- Engineering investigations:
 - Analysis of existing water infrastructure
 - Preliminary feasibility investigation of proposed water storage sites
 - Dambreak inundation studies
 - Control systems life cycle evaluation
- Dam Safety Reviews
- Operational strategies for existing facilities
- Instrumentation – planning, installation and analysis of data collected
- SCADA Systems – enhancements, additions and upgrades

For each category of service, the Consultant must provide information demonstrating it is capable of managing the projects.

A Consultant's use of sub-consultants versus in-house expertise to provide a full service to either department *will not* be a factor in categorizing a firm provided that the Consultant demonstrates its ability to efficiently manage projects as a "Prime Consultant."

Most of Alberta Infrastructure and Transportation's assignments involve projects with either extensive technical/engineering or managerial issues or both. Examples would be conceptual engineering, preliminary design, final design, construction contract administration and commissioning of water management projects. The department awards combined design and construction contract administration assignments.

Alberta Environment assignments involve preliminary feasibility investigation of proposed water storage sites, engineering investigation and analysis of existing water infrastructure, operational strategies for existing facilities, dam safety reviews, dambreak inundation studies and instrumentation requirements and analysis for existing facilities.

To be considered for pre-qualification, a consultant must satisfy either department that it has successfully completed similar work within the last 5 years. These projects need not have been in Alberta or for the Government of Alberta (INFTRA or AENV). The Consultant must demonstrate that it has staff to lead the work and has sufficient back-up and corporate resources.

2. CORPORATE INFORMATION

- a)** Company name, address and mailing address (if different), telephone number, fax number and e-mail address.
- b)** Contact name, position telephone number and e-mail address.
- c)** Location, address, telephone, fax numbers and e-mail addresses of any branch or regional offices within Alberta.
- d)** Year company was established.
- e)** APEGGA permit to practice number.
- f)** Safety Certification of Recognition (required).
- g)** Ownership, and sister companies/affiliated organizations.
- h)** Corporate organizational chart including sister companies/affiliated organizations and showing the management structure for the service categories.

3. STAFF

- a)** Name and location of all directors and officers.
- b)** Name and resumé (1 page) of the senior manager/principals responsible for the service categories of interest within Alberta.
- c)** Name and resumé (1 page) of the key staff for the service categories of interest within Alberta. Resumés should include recently completed projects showing the completion date and the individuals' role in each of the projects.
- d)** Names of Alberta branch or local office managers.
- e)** Number of full time professional engineers employed within Alberta for each service category of interest.

- f) Number of full time technical staff employed in Alberta for each service category of interest.
- g) Office from which each staff member is based.

4. TYPICAL PROJECTS

One page project summary of each of the 3 most recent assignments that the firm has completed, or is currently undertaking, in each of the service categories for which the Consultant wants to pre-qualify.

The summaries must include:

- a) Title, location and brief description of the project.
- b) Services provided by the Consultant as they relate to the pre-qualification.
- c) Role and responsibility of the Consultant in the project (eg. prime or sub-consultant)
- d) Name and services provided by any sub-consultant.
- e) Key Consultant staff on the project and their roles.
- f) Start and completion dates of the project.
- g) Construction cost and Consultant's total professional fee for the project.
- h) Name and telephone number of the owner's representative.
- i) Name and telephone number of the contractor's representative.

5. FINANCIAL INFORMATION

- a) Total professional fees for consulting services on water management projects over the last 1, 3 and 5 years in western Canada.

GENERAL INFORMATION

No payment will be made by Alberta Infrastructure and Transportation or Alberta Environment for costs incurred in the preparation or submission of this pre-qualification document.

All documents submitted by the Consultant shall be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act.

Pre-qualification of firms will be at the sole discretion of Alberta Infrastructure and Transportation or Alberta Environment as appropriate. Either department reserves the right to deny pre-qualification to Consultants with inadequate credentials or due to unsatisfactory past performance. Pre-qualification status may be withdrawn at any time due to unsatisfactory performance or significant change in the status of the Consultant (e.g. retirement or departure of key staff) or failure to maintain safety certification. Either department may interview the Consultant during the pre-qualification process.

All firms submitting applications will be notified of their classification. Re-submission of pre-qualification documents will not be considered unless there is a significant material change in the status of the firm (e.g. corporate merger or addition of key staff).

Consultants shall have no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out any Prime Consultant services for the department. Should such an interest be acquired during the pre-qualification period, the Consultant shall declare it immediately to Alberta Infrastructure and Transportation or Alberta Environment as appropriate. The department will, immediately upon notification, take whatever action it deems appropriate. This may include suspension of pre-qualification status. Failure to notify the appropriate department will result in removal of pre-qualification status.

Both departments require that all Prime Consultants have a safety Certificate of Recognition from the Alberta Construction Safety Association or an approved equivalent.

Firms are advised that a Small Employers Certificate of Recognition (for employers with less than 10 employees) will not be accepted.

For firms that have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be accepted.

Alberta Infrastructure and Transportation will confirm that the firm possesses a COR or a valid TLC through the Alberta Construction Safety Association.

Prospective firms that do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

The Alberta Construction Safety Association
10949 – 120 Street
Edmonton, Alberta
T5H 3R2
☎ (780) 453-3311 or 1-800-661-2272
fax: (780) 455-1120
www.acsa-safety.org

Firms that do not meet the requirements for Safety Certification will not be pre-qualified as Prime Consultants.

The Consultant must complete and include as the first page of the pre-qualification submission the attached “Pre-qualification for Prime Consultants on Water Management Projects” form.

PROJECT ASSIGNMENT

Projects are classified by service type.

As projects are scheduled by either department, generally three or four pre-qualified firms are requested to submit proposals for a given project and quality based criteria is used to award the assignment.

If requested to submit a proposal, the Consultant team must be pre-qualified in all the identified categories. This may require the Consultant to partner with other pre-qualified firms. **Proposals that do not meet this requirement will be rejected.**

Generally, the number of projects is limited. Short-lists will be determined by the managing department at their sole discretion. Alberta Infrastructure and Transportation will use the project priority ranking process whenever practicable. This process was developed in partnership with the Consulting Engineers of Alberta and is described in the department's Project Administration Manual (available on-line through www.trans.gov.ab.ca/Construction/DoingBusiness.asp).

Consultants will be required to sign a Consulting Services Agreement prior to commencement of each assignment.

On Alberta Infrastructure and Transportation projects this will be the standard INFTRA Transportation & Civil Engineering agreement. This Agreement stipulates that the Consultant must possess or obtain Comprehensive General Liability insurance, in accordance with the Alberta Insurance Act, in an amount of \$2 million inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. As well, the Consultant must also possess Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than \$1 million, Professional Liability insurance in an amount of not less than \$1 million and "All Risk" valuable papers insurance.

SUBMISSION OF PRE-QUALIFICATION REQUESTS

If your firm is interested in providing Prime Engineering Consultant services on water control projects, then please forward six (6) copies of your submission to **Attention: Allan Donovan, P. Eng., Professional Services Section, Alberta Infrastructure and Transportation, 2nd Floor, Twin Atria Building, 4999 - 98th Avenue, Edmonton, Alberta, T6B 2X3 before 4.30 pm (MST), April 15th, 2005.**

ANNUAL RE-ASSESSMENT

Pre-qualified firms that have consistently performed at an acceptable level, and that have not had any significant changes in personnel or corporate structure, will be able to renew their pre-qualification status annually by simply notifying Professional Services.

Pre-qualified firms that have not performed at an acceptable level may be subject to sanction at the sole discretion of either department.

Consultant performance will be assessed on Alberta Infrastructure and Transportation projects using the INFTRA Consultant Performance evaluation form and process.

CONTACT

For further general information or technical information related to Alberta Infrastructure and Transportation projects, please contact:

Allan Donovan, P. Eng.
Manager, Consultant Compliance and Performance
2nd Floor, Twin Atria Building
4999 - 98th Avenue
Edmonton, Alberta
T6B 2X3
(780) 422-4202
[Email: allan.donovan@gov.ab.ca](mailto:allan.donovan@gov.ab.ca)

OR

Ranjit Tharmalingam, P. Eng.
Director, Professional Services
2nd Floor, Twin Atria Building
4999 - 98th Avenue
Edmonton, Alberta
T6B 2X3
(780) 422-7672
[Email: ranjit.tharmalingam@gov.ab.ca](mailto:ranjit.tharmalingam@gov.ab.ca)

For technical information related to Alberta Environment projects, please contact:

Garry Bucharski, P.Eng.
Capital Planning Section Head
8th Floor, Oxbridge Place
9820 – 106th Street
Edmonton, Alberta
T5K 2J6
(780) 427-4003
[Email: garry.bucharski@gov.ab.ca](mailto:garry.bucharski@gov.ab.ca)

**PRE-QUALIFICATION FOR PRIME CONSULTANTS
ON
WATER MANAGEMENT PROJECTS**

Name of Consulting Firm:

Signed on behalf of Consultant by:

Name and Title of Applicant:

INDICATE THE PROJECT CATEGORY THE CONSULTANT IS INTERESTED IN PROVIDING SERVICES:

CATEGORY	INDICATION OF INTEREST
Alberta Infrastructure and Transportation	
Major Dam and Reservoir Projects	
Major Irrigation Canal and Related Structures Projects	
Small Water Management Projects	
Fish Passage and Exclusion Projects	
Water Management Mechanical, Electrical, Control Systems.	
Alberta Environment	
Engineering Investigations	
Dam Safety Reviews	
Operational Strategies for Existing Facilities	
Instrumentation	
SCADA Systems	

**ALBERTA INFRASTRUCTURE & TRANSPORTATION
PRE-QUALIFICATION REQUIREMENTS
FOR QUALITY ASSURANCE TESTING
AND MIX DESIGN SERVICES
ON DEPARTMENT HIGHWAY PROJECTS**

Revision date: December 2003

1.0 Background

As of January 2003, the Department requires that all organizations, including those previously pre-qualified, be pre-qualified in order to provide Quality Assurance (QA) and mix design services on Alberta Infrastructure and Transportation (INFTRA) projects.

This document outlines the requirements for obtaining and maintaining pre-qualification status under the new categories of work.

Pre-qualification Categories – Effective January 2003

Category	Service
QA	Materials Testing (Grading, Base, Paving – no Superpave)
QA – Superpave	Materials Testing (Paving – Superpave)
QA – Smoothness	QA Pavement Smoothness (California Profilograph)
Marshall Design	ACP Mix Design - Marshall only
Superpave Design	ACP Mix Design - Superpave only

Organizations may obtain pre-qualification status in one or more of the above listed categories.

2.0 Referenced Documents

- 2.1 INFTRA Test (INFTRAT) procedures
- 2.2 Transportation Laboratory Test (TLT) procedures
- 2.3 American Association of State Highway & Transportation Officials (AASHTO) procedures
- 2.4 American Society for Testing Materials (ASTM) procedures
- 2.5 Asphalt Institute MS and SP series Manuals
- 2.6 Standard Specifications for Highway and Airport Construction
- 2.7 Engineering Consultant Guidelines for Primary Highway Projects
- 2.8 Contract Administration Manual
- 2.9 Alberta Infrastructure & Transportation website – www.trans.gov.ab.ca.

3.0 Submission Requirements

Submissions for obtaining pre-qualification status shall be organized and presented in the following manner.

3.1 Corporate and Management Experience

- Company name, address, and mailing address if different, telephone and fax number.
- Contact name, position, telephone number and email address.
- Location, address, telephone and fax numbers of branch and regional offices.
- Year company established and APEGGA permit to practice number.
- Ownership, affiliated and sister companies.
- Corporate organizational charts including sister companies and affiliated organizations.
- Relevant corporate and management experience in regards to the type of work that pre-qualification status is requested.

3.2 Materials Testing, Design and Engineering Personnel

The submission shall contain the following information related to personnel involved with the functions of materials/pavement testing, design and engineering.

- Classification of testing and mix design personnel according to the descriptions provided in Section 5.
- Resumes listing education and employment experience,
- Training courses directly related to the pre-qualification services requested,
- Listing of highway construction projects (INFTRA and others) indicating the type of construction (grading, base or paving) and the involvement of the individual.

3.3 Testing Equipment and Calibration Procedures

- A detailed list of testing equipment indicating, where applicable, the manufacturer, model number, serial number, etc.
- A detailed description of procedures and checks used to ensure proper equipment calibration and operation.
- For the category of QA – Smoothness indicate the make of software and version number for each computerized profilograph.

3.4 In-Place Training and Quality Control Program

- A description of training and quality control procedures used to ensure personnel are properly trained and are following specified testing and design procedures.
- For the categories of Superpave Design, Marshall Design and QA - Superpave the organization is encouraged to participate in the Canadian Asphalt Mix Exchange Program (CAMEP) or other recognised mix exchange program.

4.0 Maintaining Pre-Qualification Status

The Department may, at its discretion, ask at any time for an organization to provide an updated submission in order to maintain its pre-qualification status.

The Department may, at its discretion, audit and/or inspect procedures, equipment, personnel, and the quality control program of the organization. The firm is required to co-operate by assisting with the audit and/or inspection process.

At any time there is a change in key testing, design, engineering or management personnel, the organization shall inform the Department in writing (see contact information at the end of this document).

For all categories the following information is to be submitted to the Department on an annual basis (dead line of January 1st) as a mandatory requirement.

- An updated list of key equipment acquisitions/disposals in the past calendar year.
- An updated list of staff involved with QA testing and/or mix design services and an updated list of AT projects that they have worked on in the past calendar year.

5.0 Testing Personnel Classification

Testing and design personnel shall be categorised in accordance with the following:

Senior Technologist/Technician - This person shall be qualified and trained for the work being performed and shall have direct responsibility for the work of any junior technologist/technician who is performing testing duties on the project or in the design preparation and testing.

Junior Technologist/Technician - This person shall have had sufficient training to properly perform the testing, sampling, inspection or design work to which the person is assigned. The Junior Technologist/Technician, shall work under the direct supervision of a Senior Technologist/Technician.

6.0 Pre-Qualification Assessment

The Department will evaluate submissions based upon the proponent providing evidence supporting:

- That the firm knows and understands the Department's Quality Assurance testing requirements and/or mix design methodology.
- Demonstrates an understanding of the applicable specifications, testing procedures, mix design procedures and Department practice.
- Has the equipment required to conduct testing in accordance with the procedures specified in the referenced documents.
- Has quality control procedures in-place within their organization to ensure that the equipment is in proper repair and calibration.

- Has key staff resources and a quality control program to ensure staff are properly trained and properly equipped for the specific assignment.

The following point system will be used to assess each pre-qualification submission:

/20	Corporate and Management Experience
/40	<i>Materials Testing, Design and Engineering Personnel</i>
/20	<i>Testing Equipment and Calibration Procedures</i>
/20	<i>In-Place Training and Quality Control Program</i>
/100	Total

NOTE: The minimum requirements for pre-qualification are:

**30 points for Materials Testing, Design and Engineering Personnel, and
70 points overall**

Pre-Qualification Submissions may be directed to:

Alberta Infrastructure & Transportation
 Technical Standards Branch
 2nd Floor Twin Atria
 4999 - 98 Ave.
 Edmonton, AB
 T6B 2X3
 Attention: Jim Gavin
 Roadway Construction Standards Specialist
 (780) 415-1008

CONSULTANT PROCUREMENT PROCESSES

TEMPLATE FOR PREPARING TERMS OF REFERENCE

Definition

A Terms of Reference is a document that defines the limits of an assignment and outlines the scope of the work, the tasks to be included, the schedules to be met, and the expected deliverables. The document is a key component of a Request for Proposal.

General Principles

A Terms of Reference should be clear and specific. If you want something, ask for it. If you don't need something, say so.

The ECGHBP-Vol's 1 & 2 should serve as the primary description of the engineering services that are required. The Terms of Reference should not simply repeat what is already in the manual, nor should they simply include broad sections of the manual as a safety net to ensure that nothing has been missed.

Key Sections

A Terms of Reference will normally include the following sections. The first four sections have historically shown a lot of overlap and repetition. Although some repetition may be unavoidable, this should be kept to a minimum in order to reduce the opportunity for inconsistencies.

1. Title Block

This should show; the location of the project, the type of work to be done and the engineering functions to be include.

More specifically this requires the following:

- For highway work; control section(s) and reference to City/Town
- For bridge work; name of the river, highway and reference to nearest City/Town
- Brief description of type of project; i.e. bridge construction, grading, paving, etc.
- Type of engineering services required; i.e. design, construction inspection, etc.
- Name of Regional office or Department branch and the city or town its located in

2. Introduction

This should be a short descriptive backgrounder on what the project is and why it is being done. All comments included here should be specific to the project and designed to acquaint the consultant with the assignment. Any unique aspects of the project should be noted.

3. Scope of Work

This section will essentially be an elaboration on what is highlighted in the title block. It will describe in broad general terms what engineering work is being proposed and what engineering functions will be required. This section could, for example, include the length of the paving, or the anticipated size of a proposed bridge. Detailed references to sections of the ECGHBP-Vol.s 1 & 2 should not be included here. They should rather be listed in the project tasks section of the Terms of Reference.

4. Project Tasks

This section is the heart of the Terms of Reference.

This section should begin with a generic statement that explains that all work is to be as outlined in the ECGHBP-Vol.s 1 & 2 and then it should reference all the sections of the manual that are applicable for the project. Under each section referenced, annotation should be added, where applicable, to show where tasks and deliverables are too added, expanded, or deleted. This annotation should include any background information that is available or any Departmental decisions that have been made, that may limit or expand the generic tasks outlined in the manual. Any revisions that have been made to the manual since its last printing should also be noted.

5. Information Available

This section should list only information that is specific to the proposed project. Standard Alberta Infrastructure & Transportation manuals should not be listed.

Typically information included is:

- Correspondence Files
- Drawings
- Functional Planning Studies
- Flood plain studies
- Surfacing Strategies
- Information Packages

6. Schedule

The Terms of Reference should show only the milestone events and give only the dates that are considered essential for the timely delivery or control of the project. In general, let the Consultant decide what the milestone events should be and what dates must be met. Two milestone events that must always be included and given dates in the Terms of Reference are the Tender Package Completed to the Region milestone and the Tender Package Ready for Advertising milestone.

The Tender Package Ready for Advertising milestone represents the earliest date for advertising the tender, as determined jointly by the Programming Section, the Professional Services Section and the Region.

The Tender Package completed to the Region milestone would be five weeks prior to the Tender Package Ready for Advertising milestone to allow two weeks for review/revision/approval by the Region/Project Sponsor (focus on design/technical standards aspects of the tender package) and an additional three weeks for review/revision/approval/coordination of advertisement by the Professional Services Section (focus on contractual/risk management aspects).

7. Contacts

The names and phone numbers of the Project Sponsor, Co-sponsor (if applicable) and Project Administrator should be given. The Project Sponsor is typically the Construction Manager, Regional Bridge Manager, Infrastructure Manager, or Director (or his designate).

8. Other/Special Consideration

This section will normally not be required. It could however be needed to handle special scheduling considerations, stakeholder and coordination concerns, etc.

9. Evaluation Criteria

This section will list the criteria that will be used to evaluate the proposals. Although the evaluation criteria should technically be included in the cover letter of the Request for Proposal, practically speaking, it is beneficial to include it in the Terms of Reference. Similarly, any special requirements for submission of the proposal should be noted here.

CAUTION

Although all Terms of Reference should follow the same general guidelines, the detail included in any specific Terms of Reference should intrinsically reflect and be proportional to the magnitude of the assignment.

TERMS OF REFERENCE TEMPLATE FOR PLANNING STUDIES
TERMS OF REFERENCE
HIGHWAY XX PLANNING STUDY
From - To

Before customizing the generic terms of Reference to fit your study, print and complete the attached Scope Determination Exercise. The exercise provides the possible questions you need ask yourself to assist in determining the issues or problem and requirement of the study.

Once the project scope has been determined properly then the generic terms of reference can be customized to your project.

Editorial points to the writer are shown in blue italics and should be deleted from the TOR when completed. Fields shown highlighted in yellow can be deleted and the required text added in or the highlighting can be removed.

This document has been formatted to that desired by Professional Services, so try not to change it. If edits are done correctly, the point numbers should automatically adjust themselves if points are added or deleted. To delete a point just highlight the paragraph (do not include the bullet number) and press the delete key. To add a point, place the cursor at the end of the paragraph where you wish to add the addition point and press the enter key.

1.0 STUDY AREA

The study area encompasses the area from to as shown on the attached map.

The from and to limits should ideally be easily identifiable points such as town/city limits or junctions of highways etc. You may also wish to give the start and end kilometres and/or the length.

2.0 PROBLEM STATEMENT

Define briefly what the transportation problem or issue is that you are trying to solve or improve.

3.0 BACKGROUND

Provide relevant background information to the project such as traffic volumes, previous planning or other related issues or items which may affect the study, etc.

The study map should be inserted after the background section on its own page. Usually, this is best done as a JPG file.

4.0 STUDY OBJECTIVES

Select/modify which objectives fit with your project; delete the ones that do not apply and add any others you require for your project that are not here. You may wish to reword the objectives to better reflect your project. You should probably have three (3) or less objectives. Note: these should be overall objectives and not specific study tasks. (Note: the bullet numbers automatically adjust themselves if you delete or add more).

The following objectives have been established for this study:

- 4.1 Develop ultimate and initial stage plans for the future upgrading of this highway to a freeway (free flow) facility. *(for a planning study on a highway identified as a future freeway, these studies may also include possible bypasses of communities)*
- 4.2 Identify future interchange locations along the highway and develop conceptual configuration plans. *(For a planning study on a highway identified as a future expressway or freeway)*
- 4.3 Develop detailed functional plans for the proposed interchange(s). *(for a stand alone interchange planning study or a freeway planning study)*
- 4.4 Develop multi-lane plans for this highway (Expressway standard).
- 4.5 Develop plans showing the recommended improvements and/or realignments required on this highway to address identified deficiencies. *(for planning study on two lane highway, grade widening, realignment)*
- 4.6 Identify, review and evaluate possible corridors for the new highway link and determine the recommended corridor. *(corridor study)*
- 4.7 Identify, review and evaluate possible alignments for the new highway link with the recommended corridor. *(Alignment study following corridor study)*
- 4.8 Identify the right-of-way requirements along this highway. Preparation of Basic Right-of-Way request is required. *(for majority of planning studies, if ROW is not going to be purchased shortly after completion of the study then the basic ROW request would not be included)*
- 4.9 Address access management requirements along the highway within the study area consistent with the function and service classification. *(for majority of planning studies)*
- 4.10 Review and assess the operational characteristics of the highway and/or intersections and make appropriate recommendations for improvement and timing of improvements. *(operational review or study)*

5.0 SPECIFIC TASKS

The following specific tasks have been identified as a requirement for this study. The general tasks required of most planning studies are itemized in the Engineering Consultant Guidelines for Highway and Bridge Projects. The consultant is responsible for identifying any additional tasks that are required to achieve the study objectives.

After properly scoping the project out, delete any of the following tasks which do not apply as this list includes all tasks that may apply to a variety of study types. Other tasks listed below may have to be revised to suit your project and some tasks may need to be added in if they are not listed below. (Note: the bullet numbers automatically adjust themselves).

- 5.1 Prepare traffic exhibits, one indicating the existing traffic and one showing 20-year projections. Justification for the projected traffic volumes will be required. *(For some studies you may want to go beyond 20 year traffic projections)*
- 5.2 Undertake additional traffic counts at the following locations/intersections: .

(If sufficient intersections data is not available, you may consider adding this point). Can check with Peter Kilburn to see what we have or what may in the process of being counted.

- 5.3 Undertake an OD study (License plate survey).

(This would be considered in studies involving bypasses of communities.)

- 5.4 Review, utilize and update any traffic forecasts the City of [redacted] may have for a metropolitan population horizon of [redacted] Million. If required, undertake additional Traffic modelling to supplement existing traffic data.

(This point applies to studies that fall within the areas immediately surrounding or in Edmonton and Calgary that area covered by the Regional Models)

- 5.5 Obtain contour mapping for the required area to a contour interval of [redacted] metres. An electronic copy of the contour data is to be provided to Alberta Infrastructure and Transportation (Stu Harper). *(1:20000 photography will yield 2 metre contour interval, 1:10000 photography yields 1 metre contour interval, etc.) For studies involving interchanges 1:10000 photography and 1 metre contours may be more appropriate.*

If in the project scoping it is determined that contour mapping is required, we should try to have it done (In House) prior to sending out the RFP to prevent any delays.

- 5.6 Develop a storm water drainage master plan consistent with current environmental guidelines. *(This is required for all planning studies which have creek or river crossings and/or any drainage courses which will directly or indirectly enter a water body. This is not legislated yet but Don Snider indicates it is coming. If in doubt about the need for this point contact Don Snider).*

- 5.7 Include in the proposal, one Value Engineering session prior to the draft report. Costs should include certified facilitator, non-departmental attendee costs and facility costs.

(You may want to make this a deletable item. You will need to decide if there is value in doing this task, generally this task has more benefits in larger more complex projects.

- 5.8 Undertake a Planning Stage Road Safety Audit for the project (first and ultimate stage plans) prior to determination of recommended plan. A qualified safety audit specialist should be used. The safety audit is to be carried out in accordance with the Transportation Association of Canada (TAC) publication, Canadian Road Safety Audit Guide, December 2001. The Alberta Infrastructure and Transportation Road Safety Audit Guidelines, March 2004 supplement the road safety audit process and procedures described in the TAC guide.

(You will need to determine if there is value in doing a safety audit. Generally this point should only be considered on the more complex studies).

- 5.9 Undertake a noise study for the ultimate and first stage mainline identifying noise levels at the right-of-way boundary limits expressed in dBA Leq. (24). Areas exceeding Alberta Infrastructure and Transportation's guideline of 65 dBA Leq. (24) should be identified along with mitigation strategies. (the Department has a draft guideline regarding noise attenuation).

(This point will usually only apply in urban areas)

- 5.10 Design and carry out a public input process to identify impacted stakeholders, and ensure public and adjacent landowner concerns are identified, documented and considered, where possible, in the development of the plans. The public input process should include an adequate number of open house meetings and a means to bring closure to the public by conveying the recommended plan to

them. The plan should also manage the public expectations. Presentations to municipal councils or Department Executive may be necessary. This process is to be approved by the Technical Review Committee prior to implementation.

You may wish to specify how many or a minimum number of public meetings that are required. Generally, for most planning studies we conduct a minimum of 3 public meetings. Some studies may only require 2 public meetings. The other thought is that by not specifying the number of public open house meetings, we can see at the proposal stage if the consultants really have an understanding of the project and the requirements.

- 5.11 Develop 1:5000 scale functional plans on digital mosaic/profile base sheets for which the consultant will be required to produce using 3°TM NAD 83 standards. All typical roadway cross-sections must be shown. In areas of constraint or where detail is required 1:2000 double line plans are required also.

Generally 1:5000 scale plans are adequate but for detailed intersection or interchange plans 1:1000 or 1:2000 scale plans may be more appropriate.

6.0 STUDY MANAGEMENT

Alberta Infrastructure and Transportation, (Highway Planning and Design) (Peace Region) (North Central Region) (Central Region) (South Region) will administer this study. For the day to day management, the contact person will be the project manager, (Project Manager's name). The study will be managed by a Technical Review Committee chaired by Alberta Infrastructure and Transportation. The Municipalities will each be represented on the TRC.

You will need to determine if the municipalities involved should be part of the TRC for your particular study. If so, what representation from each municipality is required? Generally the preference is for one technical representative, but in some cases you may in addition to a technical representative consider a council member.

The role of the Technical Review Committee is to ensure that the work proceeds in accordance with these Terms of Reference and the Consultant's accepted proposal and to provide overall guidance to the study.

There will be a need for benchmark decision meetings during the course of the study to review the progress and provide direction to the consultant. The required benchmark meetings and submission of progress working documents should be outlined in the study proposal.

The consultant is responsible for setting up all meetings and recording/circulating the minutes. Sufficient lead time should be provided in setting up meetings and exact dates for each meeting should be confirmed at least two weeks in advance. Each member of the Technical Review Committee should be provided with a current set of the plans or review materials at least five working days prior to each meeting.

7.0 COMPLETION DATE

The planning study is to be completed by **Month day, Year**.

8.0 DELIVERABLES

Upon acceptance of the draft report, the consultant shall provide to Alberta Infrastructure and Transportation:

- One (1) unbound original copy of the final Planning Report (to be sent to Leo Guevarra, Highway Planning and Design Section)
- One (1) electronic copy of the final Planning Report (in PDF format) with plans and drawings (to be sent to Leo Guevarra, Highway Planning and Design Section)
- One (1) electronic copy of the contour data with control data (to be sent to the Highway Geomatics Section)
- Twenty (20) bound copies of the final Planning Report (Project Manager will forward 2 copies to Leo Guevarra for proper recording of Corporate/department data/inventory and inclusion in the central library, extra copies after distribution to required parties can also be sent to Leo Guevarra for storage).
- Five (5) bound copies of the Public Consultation Report
- Five (5) copies of basic right-of-way request (with plans) following standards as outlined in Section 3 and Appendix D of the Engineering Consultant Guidelines). *This is usually only required if right-of-way is going to be purchased upon completion of the study.*

You may need to add any additional separate reports that may be done as part of the study to this list such a Value Engineering report, a Road Safety Audit report etc.

9.0 INFORMATION TO BE SUPPLIED BY ALBERTA INFRASTRUCTURE AND TRANSPORTATION

- Existing available aerial photography for the study area at 1:20,000 (for viewing in the office only)
- Existing available plans and studies in the area
- Available traffic counts

10.0 STANDARDS AND GUIDELINES

All work and final documentation should be in accordance with Alberta Infrastructure and Transportations' standards/guidelines and in a form acceptable to Alberta Infrastructure and Transportation. Specifically, the Consultant should reference Alberta Infrastructure and Transportation's manuals:

- Engineering Consultant Guidelines for Highway and Bridge Projects (June, 2002)
- Highway Geometric Design Guide (1999)
- Drafting Guidelines - CB4 (July, 1995)
- Alberta Infrastructure and Transportation Design Bulletins (available on web site)
- Best Practices For Planning and Design of Freeway Facilities (Jan, 2004)

Additional references are listed in the Engineering Consultant Guidelines for Highway and Bridge Projects under each section. The listing of standards/guidelines is not inclusive and may be altered as deemed appropriate by Alberta Infrastructure and Transportation.

11.0 ROADSIDE DEVELOPMENT/SUBDIVISION/UTILITY APPLICATIONS

Depending on the nature and timing of your study, you may want to delete this section all together.

Should the Department receive, during the course of the study, a roadside development application or enquiry, a subdivision application referral, or a utility installation application or enquiry which falls within the study area, these application/enquiries may be referred to the Consultant for a written recommendation.

The Consultant should, if required and requested by the Department, advance the planning along a specific section or area to adequately address a particular roadside development issue.

12.0 ACTION REQUESTS

During the course of a study, an action request may be generated by inquiries from the public. The consultant may, on occasion, be asked to draft a response and/or provide a plan to answer the issue in the inquiry.

13.0 PUBLIC COMMUNICATIONS

Any planning study includes the need to create awareness of the study through the preparation and execution of a strategic communications plan.

Communication activities could include:

- preparation and distribution of stakeholder correspondence,
- preparation and distribution of ministerial and MLA correspondence including the drafting of briefing notes and memos,
- communication materials prepared in support of public consultation activities,
- writing, placement and distribution of advertising, public announcements and media releases,
- writing and distribution of stakeholder newsletters and
- handling media relations.

An overall communications plan should be in place and all communications material prepared in support of the plan are to be forwarded to the attention of the Public Affairs Officer (assigned to Planning and Programming), Communications Branch of Alberta Infrastructure and Transportation. The Communications Branch will review material for plain language, appropriate writing style for medium, to ensure timely placement and/or distribution of material and identify any potential issues. Consultants must inform the Communications Branch of any media contact in advance and **complete the department media contact form electronically and send all the parties indicated on the template (no handwritten or faxed copies)**. The electronic template can be obtained from the department. A sample is shown in Schedule 1.

14.0 BILLING PROCEDURE/PROGRESS REPORTS

Invoice and budget status reports should be submitted monthly, in a form acceptable to Alberta Infrastructure and Transportation. The invoice should reflect the following:

- breakdown of the number of hours spent on each study task by each individual working on the project
- breakdown of the dollar amount invoiced by study task and by individual working on the task
- approved original budget
- total invoice amount, amount invoiced to date and amount of remaining budget

You need to decide if monthly progress report will be required for this study. For shorter simpler studies you may not need to have these, but for more complex projects with many issues, progress reports may be more useful.

Progress reports are to be prepared and submitted by the Consultant on a monthly basis. The monthly progress report should contain a summary of the project progress since last report (issues resolved to date and outstanding issues), an updated project flow chart and a summary of expenditures as outlined in the billings procedures section.

The Department will not entertain any budget overruns unless additional tasks outside of the original scope of the study are requested and approved by the Department.

15.0 PROPOSAL EVALUATION CRITERIA

The "Proposal Evaluation Criteria reference Guide" will be the basis for evaluating all proposals.

The main body of the proposal shall be no longer than 10 PAGES (single side) The consultant shall use a 12-point font with a one-inch border around all pages within the main body of the proposal. Demerit points shall be used for proposals not complying with either the page limit or the format requested. One demerit point will be assessed for each additional page. The letter of submittal, manpower budget spreadsheet, fee schedule summary, project schedule (GANTT) chart organizational diagram and resumes are not counted as pages. Appendices will not form part of the evaluation. **The proposal should include a sample of functional plan drawings in the appendix.** For evaluation of the proposals, the following weights shall apply:

Project Comprehension	(10-30%)	30%
Resource Budget	(10-20%)	20%
Project Control	(5-10%)	5%
Organization	(5-20%)	5%
Project Team	(20-30%)	20%
Past Performance		20%
Total		100%

The acceptable ranges for each category are shown highlighted in yellow for your reference. The score shown to the left is the general value we use. For Past performance we are currently using 20% until such time that the database of past performance score contains enough rankings. When this occurs, we will begin using 30% for past performance. This will likely not happen for a while, but you should check with Professional Services to confirm which one we will be using.

Any proposal considered by the selection committee to be unacceptable in any of the evaluation criteria may be rejected by the Department and will not be considered.

16.0 CONTACT PERSON

For this study the Project Sponsor is:

Mr./Ms Name

Title

Location

Phone #

For this study the Project Administrator/Manager will be:

Mr./Ms Name

Title

Location

Phone#

DETERMINATION OF PROJECT SCOPE

Before customizing the generic terms of reference to your particular study you should print this sheet and answer the following questions to assist in determining the scope of the project and the deliverables required.

Project: _____

Scoped By: _____ **Date:** _____

What is the service classification of the highway?	<input type="checkbox"/> 1A <input type="checkbox"/> 1B <input type="checkbox"/> 2 <input type="checkbox"/> 3
What is the existing traffic volume?	
What is the proposed design standard?	
What is the existing width of the highway?	
Is there a width deficiency? (3R/4R Guidelines)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any horizontal curve deficiencies?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any vertical curve deficiencies?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any intersections which require upgrading?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is the access spacing along this highway consistent with the service classification and function of the highway?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is there a safety issue with the highway?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any special monitoring locations along the highway?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there existing safety rest areas which do not meet standards?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is there a requirement for additional safety rest areas along this section of highway (safety rest area studies have been done on most of the highways with a 1A service classification)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is there existing/proposed signalization issues?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is there existing/proposed illumination issues?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any existing operational issues that need to be addressed?	<input type="checkbox"/> No <input type="checkbox"/> Yes

Is there a capacity or Level of Service (LOS) problem?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is there a passing opportunity problem?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any pedestrian issues?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any bridge issues?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is hydrotechnical analysis required or available?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any geotechnical issues?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is a drilling program required at sites along this highway for geotechnical/bridge reasons?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there storm water management/drainage issues that need to be addressed?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is identification of future interchange sites required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are conceptual plans of future interchanges required for right-of-way protection?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are detailed functional plans of proposed interchanges required? If so, what scale should they be? (Usually for this we have 1:2000 or 1:1000 scale double line plans?)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is contour mapping required? If so, what contour interval is required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is there aerial photography that can support the contour interval required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
What existing aerial photography do we have? Scale and year.	
Is new aerial photography required? What scale is required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If new aerial photography is required, should define boundaries and order thru Stu Harper with sufficient lead time to meet RFP dates. (flying can only be done at certain times of the year)	
Is a location survey required in order to lay out the proposed alignment on the ground to verify that it will work in areas of constraint or rough terrain?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are surveyed cross sections required in order to verify the proposed option works, especially in area of constraint?	<input type="checkbox"/> No <input type="checkbox"/> Yes

What scale mosaics/plans are required?	
Are existing/proposed gradelines required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are right-of-way plans required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is a basic Right-of-Way request required? (Generally, if on 3 yr program)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is a Historical Resources Overview required for this study?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is an Environmental Assessment required for this study?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Who should be part of the Technical Review committee? (Do we need to have the municipalities on the TRC?)	
Is public input required? (Generally, if right-of-way is required, public input will be required)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are one-on-one landowner meetings required as part of the public input process?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is a Value Engineering component required for this study?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is a Road Safety Audit (Planning Stage) necessary as part of the study?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is a Noise study component required in this study?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Will a presentation to Divisional Executive Committee be required for this study? (Usually only if a decision is required or there are contentious issues?)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Will presentation(s) to the municipality be required?	<input type="checkbox"/> No <input type="checkbox"/> Yes
How many copies of the final report will be required? (Usually 20 is fine but for some projects more are required)	

SCHEDULE 1 - MEDIA CONTACT REPORT

Media Contact Report (Please type)				
Branch/Region:	Type of Media:	Print	Radio	TV
Person Interviewed:	Name of Media:			
Date:	Time:	Name of Reporter:		
Subject:				

Please provide detailed answers.

Any follow-up required (please explain)

Distribution:

E-mail to: Bart Johnson, Communications Director
Martin Dupuis, Communications Assistant Director

TERMS OF REFERENCE TEMPLATE FOR HIGHWAY AND BRIDGE PROJECTS

TERMS OF REFERENCE

for

[TYPE OF WORK] such as Grading, Granular Base Course, Asphalt Concrete Pavement and Other Work

**HWY:C.S. PROJECT DESCRIPTION (PROJECT NUMBER)
(HWY:C.S.) CHAINAGE**

**HWY:C.S. PROJECT DESCRIPTION (PROJECT NUMBER)
(HWY:C.S.) CHAINAGE**

Example for Road

**590:02 & 04 W of Hwy 805 to Hwy 816 (PR03998A)
(590:02) km 22.270 to km 30.200
(590:04) km 0.000 to km 12.200**

Example for Bridge

**27:06 BF00310, Carrying Hwy 27 over Dogpound Creek,
West of Olds (PR06238A)**

**[ENGINEERING SERVICES] such as Preliminary Engineering, Detailed Design,
Tender Preparation, Construction Supervision, Contract Administration and Post
Construction**

[REGION]

INTRODUCTION

This section should include the project description and type of work. This section should begin with;

“Alberta Infrastructure and Transportation would like to retain the services of a Consultant for...”

BACKGROUND

This section includes the history and background on the project (if there is any).

PROJECT SCOPE

This section provides the details of the project. Typical details include, project name, location, chainage, type of work (i.e. final stage paving), specifics (i.e. full width cold mill to 50mm with 50mm ACP), incidental work (i.e. sideslope repair, intersection improvement...), etc.

Any assumption such as quantities, number of construction days, production rates, percentage of construction supervision, etc. can be identified in this section. It should be noted that identifying assumptions such as quantities, etc. will aid the selection committee when comparing proposals. When identifying assumptions, a disclaimer, such as the following sentence, should be used;

“Note, all quantities and production rates are estimated for proposal purposes only and may differ during construction.”

ENGINEERING TASKS

This section identifies the specific tasks required of the Consultant. This can be detailed or general in manner.

Identify the type of engineering work required for this project (e.g. Preliminary Engineering, etc.)

Typically, the section will begin with the following statement;

“The Consultant will provide engineering services for the following phases; Preliminary Engineering, Detailed Design, Tender Preparation, Construction Supervision, Contract Administration and Post Construction. The Consultant will provide the required engineering services as outlined in the latest version of the “Engineering Consultant Guidelines for Highway and Bridge Projects, Volume 1 and 2.”

The required engineering tasks include, but are not limited to the following;”

INFORMATION AVAILABLE

Identify all information that can be picked up from the Project Sponsor or reviewed at the Regional office. It should be noted that if any information required for this project is with an external source, for example a Preliminary Engineering Report with another Consultant, it should be made available from the Regional office. The following format can be used;

“The following information can be picked up from the Project Sponsor in the Regional office:

-

*Other information available for **review** at the Regional office includes:*

-

The consultant is required to review all the information that has been compiled and satisfy him/her self with the findings. If for any reason, it is deemed necessary to revisit the surfacing strategy and basic structural design, the matter shall be referred to the Project Sponsor.”

OTHER INFORMATION

This is a standard section that reads as follows;

“Copies of the Department’s “Engineering Consultant Guidelines for Highway and Bridge Projects, Volume 1 and 2” and other relevant manuals are available for purchase at a nominal cost or on the website . All Consultants are reminded to reference this manual for the provision of engineering services.”

PROJECT SCHEDULE

This section should include Milestone dates the Project Sponsor wants identified in the Proposal. If applicable, submission date for Tender package or Report is required in all cases. As well, the completion date should also be included. The following example is typically used for this section;

“An Initialization meeting is to be scheduled by the Consultant at the INFTRA Regional Office. This meeting shall be held within ten days of advisement of being the successful Consultant. It is intended that most meetings will be held at the INFTRA Regional Office.

The Consultant will determine all other Milestone Dates in addition to the Milestone Dates listed below:

<u>Milestone</u>	<u>Date</u>
<i>Conceptual Review Meeting</i>	
<i>Design review Meeting</i>	
<i>Submit Tender Package to Professional Services</i>	
<i>Construction Completion (for proposal purposes only)</i>	

FEE SCHEDULE

This section should identify the payment options for each engineering task (i.e. lump sum, hourly, daily rate or unit price).

Typically, there should be separate fee schedules for each Contract. There should also be a further breakdown for roads and bridges. As well, a separate summary table, which summarizes all of the engineering fees, should also be provided. A summary table template will accompany the RFP. On rare occasions, the fee schedules can be separated into PR identification numbers (i.e. three PR id numbers mean three separate fee schedule), however, most of the time this can be an onerous task for the Consultant to prepare and the selection committee to review. The following example is typically used for this section;

“A separate fee schedule for each Contract shall be provided. A further breakdown between road and bridge shall also be provided (if applicable). As well, an all-inclusive fee table shall be presented.

The following engineering phases will be paid as follows;

<u>Engineering Phase</u>	<u>Payment Type</u>
<i>1. Preliminary Engineering</i>	<i>Lump Sum</i>
<i>2. Detailed Design</i>	<i>Lump Sum</i>
<i>3. Tender Package Preparation</i>	<i>Lump Sum</i>
<i>4. Construction Supervision and Contract Administration</i>	<i>Hourly plus disbursements</i>
<i>5. Post Construction</i>	<i>Lump Sum</i>

PAYMENT SCHEDULE

This section explains the terms to which the Consultant will be paid (i.e. at the end of the task, as a percentage of work complete, etc.). Some examples of this are;

“Payment for services rendered shall be made as follows:

***Phases 1 through 3** will be paid monthly on a percentage complete basis.*

***Phase 4** will be paid at the applicable hourly rate plus disbursements.*

***Phase 5** will be paid upon submission of the completed final details.*

These payments shall be the full compensation received by the Consultant for performing all work and shall include all fees, expenses, disbursements, sub-consultants and other costs.

These amounts may not be changed without the prior express written permission of the Minister. “

Or;

“The Consultant will be paid once a month on the actual hours of manpower and disbursements incurred. Post Construction will be paid as a lump sum upon completion of the Final Details. One invoice shall be submitted by the Consultant for payment of fees each month.”

PROPOSAL EVALUATION CRITERIA

This section identifies the proposal criteria and number of pages required for the proposal. The section should read as follows (note that specific percentages should be use for each criteria;

*“The main body of this proposal shall be **no more than # PAGES (single side)**. **The Consultant shall use a 12 point font with 1 inch borders all around for the pages of the main body of the proposal.** Demerit points will be used for proposals not complying with either the page limit or the format requested. The letter of submittal, manpower allocation/fee schedule spreadsheets, project schedule chart, Organizational diagram, and resumes are not counted as pages. Appendices will not form part of the evaluation. For evaluation of the proposals, the following weights shall apply:*

<u>Criteria</u>	<u>Percentage</u>
1. <i>Clarity and Presentation</i>	0 – 10%
2. <i>Project Comprehension</i>	10 – 30%
3. <i>Resource Budget</i>	10 – 20%
4. <i>Project Control</i>	5 – 10%
5. <i>Organization</i>	5 – 20%
6. <i>Innovation</i>	0 – 25%
7. <i>Project Team</i>	20 – 30%
8. <i>Past Performance</i>	30%
9. <i>Total</i>	100%

Any proposal considered by the selection committee to be unacceptable in any of the evaluation criteria may be rejected by the Department and will not be considered.”

CONTACT PERSONNEL

This section should only include personnel directly related to the project that can provide information that will assist the Consultants in preparing their proposal.

Project Sponsor

[NAME]
[POSITION]
[CITY], Alberta ☎ PHONE NUMBER

Project Administrator

Project Co-Sponsor

Viewing location

4999 – 98 Ave South East side of Twin Atria Main Floor Corporate Records Centre (780 427-0039)

Hours of Operation

8:30 – 4:15

Minimum of 48 hours notice must be given prior to viewing

The following must be completed before access is permitted.

Consultant/Contractor complete the following:

- Name of representative and phone number
- Company name (indicate if you are the prime consultant or a sub), if you are a sub consultant/contractor indicate who is the prime consultant
- Description of project
- File numbers, description, drawings e.g. Bridge file 74458 from 1965 to 1998, Hwy 63 control section: 02 to :06
- Date requested, date required
- Obtain project sponsor Signature **(Please note: files will not be pulled and access will not be permitted until signature is on the form)**
- Fax completed form to Corporate Records Centre (CRC) at 780 427-3905

Project Sponsor complete the following:

- Name, signature and phone number, if municipality submit letter of authorization

Please note the following guidelines:

- Minimum of 48 hours notice must be given prior to viewing
- Bookings will be done a first come first serve basis
- Maximum of four (4) individuals in the room at the same time
- One consultant firm only in the room when doing a Request for Proposal
- No drop in requests will be accepted
- Requestor must sign for records at CRC prior to viewing
- Upon completion of review leave all records in the room so CRC staff can verify that all files have been returned

Request for Corporate Information Instructions

Representative Name & Phone Number _____ _____	Company Name & Phone Number Prime Consultant _____ Sub Consultant _____
---	--

_____ RFP for Transportation _____ Engaged by MD/County _____ Other (Explain)	Date Requested _____ Date Required A.M./P.M. _____ Date Reviewed _____
--	---

Project Description

File Numbers/Description/Drawings	Location For Department use only

Project Sponsor (Print Name) _____	Signature _____	Phone Number _____
--	---------------------------	------------------------------

Fax completed form to Corporate Records Centre at 780 427-3905
 You will be contacted only if the request can not be filled by the requested time.
 Include a letter of authorization if engaged by a Municipal District/County to do road or bridge work
 (request will not be processed if not received)

For further information regarding this form you can contact Carol Harlock at 780 427-7024

The information provided by Alberta Infrastructure and Transportation is provided in confidence and shall not be used or disclosed either directly or indirectly except for

- purposes necessary for the performance of services under contract
- the preparation of proposals to Alberta Infrastructure and Transportation
- The following information is being collect under the authority of the Government Organization Act and will be used to track the access of corporate information. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act.

SCHEDULE OF TRAVEL, SUBSISTENCE AND DISBURSEMENTS (EXPENSES) (Applies to Prime and sub-consultants.

DESCRIPTION	RATE	COMMENTS
Accommodation: 1. Private Accommodation 2. Hotel / Motel	\$18.65/night Actual Cost	No receipt required. Actual receipts are retained by Consultant. Use of double occupancy is required for field staff.
Meals: 1. Breakfast 2. Lunch 3. Dinner 4. Per Diem (24 hour stay)	\$ 8.50 \$ 10.75 \$19.20 \$ 6.80	} } } No receipts required. }
Vehicles: 1. Car rental / leasing 2. Company / Private Vehicles: - up to 1/2 ton - 3/4 ton and over - 4 x 4	Actual Cost \$ 0.46/km \$ 0.51/km \$ 0.62/km	Actual receipts are required. The rates include gas, maintenance and car insurance charges. Only if needed. Only if needed.
Miscellaneous Items: - Telecommunication expenses (fax / long distance telephone charges). - Messenger services (courier, postage). - Survey supplies (stakes, lath, ribbon, etc.). - Reproduction.	Lump Sum (by phase)	Lump Sum will be identified in the proposal, clearly showing a breakdown of the costs by phases. No backup required. Can be billed as costs are incurred.
Other Allowable Charges: - Materials testing lab. - Office trailer. ----- - Drilling rigs (mobile). - Hydro-vac units (mobile). - Other heavy equipment (when needed) - Drilling rigs on truck. Note (1)	Monthly rate ----- Hourly rate Hourly rate plus trucking charge	Rate identified in the proposal. ----- In accordance with the ARHCA equipment rental guide. Travel time is paid. If no rate available, then lowest of three rate quotes. In accordance with ARHCA equipment rental guide.
Charges Not Allowed: - Mobile phone rental. - CADD equipment. - Survey equipment (total station, GPS, ATV). - Mark-up of sub-consultant invoices. Note(2)	No separate payment. No separate payment. No separate payment.	Part of doing business. Included in charge out rate of CADD technologist. i.e. Tech w/CADD Include in rate for survey crew. Different rate for survey crew w/GPS and survey crew w/ATV, ETC., used when needed.

- (1) Reasonable time required to process these invoices to be included under clerical time. **NO MARKUP IS ALLOWED FOR ANY DISBURSEMENTS.** Consultant retains all backup information for audit purposes and ensures that **NO GST** has been added.
- (2) **NO MARKUP IS ALLOWED FOR SUB-CONSULTANT FEES.** Time required to manage sub-consultants shall be included in the proposal and clearly identified.

NOTE: GST shall not be paid by the Minister.

May 03/06

Proposal Evaluation Form

CRITERIA	CONSULTANT			
<p>Project Comprehension (and Presentation)</p> <ul style="list-style-type: none"> ▪ Is project described and pertinent issues addressed ▪ Are services that are optional, excluded or to be performed by others included? ▪ Methodology and does it satisfy Department's requirements? ▪ Deliverables for each task or phase ▪ Is work of subs or specialists totally integrated? ▪ Is consultant relying on others for information? Are consequences identified for failure in obtaining the required information? ▪ Is the format logical/readable? ▪ Concise? (No repetition of TOR, Department standards or manuals) ▪ Focus on project specifics? ("so what rule") ▪ All issues in RFP addressed? ▪ Requested information provided? 				
<p>Resource Budget</p> <ul style="list-style-type: none"> ▪ Is adequate time & effort allocated to each phase? ▪ Are appropriate staff & subs allocated to each phase? ▪ Is spreadsheet provided, showing charge out rates, expenses & disbursements, and allocated hours by staff? (are expenses & disbursements as per RFP?) ▪ Is resource budget clear & unambiguous & does it provide enough information for Project Sponsor? 				

Proposal Evaluation Form

CRITERIA	CONSULTANT			
<p>Project Team</p> <ul style="list-style-type: none"> ▪ Is there appropriate balance of staff? (professional/technical/senior & junior staff/sub-consultants) ▪ Is staff suitable? ▪ Commitment & availability of staff...are senior staff providing sufficient hours for effectiveness, including adequate support and training for junior staff? ▪ Proper integration of subs? ▪ Description of staff involvement and suitability. ▪ Resumes 				
<p>Project Control (Gantt Chart)</p> <ul style="list-style-type: none"> ▪ Is scheduling tool used (includes subs)? ▪ Is schedule realistic? ▪ Sufficient detail to demonstrate an understanding & interrelationship of projects? ▪ Objectives accomplished by required dates? ▪ Rationalization if key dates not being met? ▪ Milestone dates, delivery dates & external input identified? ▪ Identification of critical dates for decisions & external input? ▪ Are cost management techniques presented? (monitoring, reporting, control). 				

Proposal Evaluation Form

CRITERIA	CONSULTANT			
<p>Organization (Org. Chart)</p> <ul style="list-style-type: none"> ▪ Clear lines of reporting including ultimate responsibility? ▪ Subs fully integrated & properly managed? ▪ Does it show how & when additional specialist or corporate support is used? ▪ Adequate physical resources? 				
<p>Innovation</p> <ul style="list-style-type: none"> ▪ Recommends alternatives, efficiencies & originality? ▪ Are alternatives feasible? ▪ Sufficient info to evaluate alternatives? ▪ Are savings global and not just transferred to Contractor? ▪ Could lower quality or increased life-cycle costs result? ▪ Is innovation proven or at research stage – what are the Department' risks? ▪ Have alternatives already been considered at planning stage (“re-inventing the wheel”)? 				
<p>Other</p>				

Note: Past Performance is based on weighted averages of past performance.

EVALUATION RATING CHART

5

1	2	3	4	5
NA	P	F	G	VG

10

1	2	3	4	5	6	7	8	9	10
		NA	P	F		G		VG	

15

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
			NA		P		F			G			VG	

20

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
				NA		P		F				G				VG				

25

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
					NA			P			F					G						VG			

30

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
								NA		P			F							G						VG			

35

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
									NA			P				F								G							VG				

40

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
										NA				P			F											G						VG					

LEGEND

NA - Not Acceptable

P - Poor

F - Fair

G - Good

VG - Very Good

GUIDELINES FOR SOLE SOURCE CONSULTING SERVICES ASSIGNMENTS

1. General

Sole Source involves the issuance of a Request for Proposal (RFP) to one firm as opposed to the **Competitive RFP** process involving the issuance of a RFP to more than one firm. Sole Source proposals are reviewed by the Department in the same manner as Competitive RFP proposals and may also involve negotiations with the Consultant. The use of the Sole Source process must provide benefit/value and/or savings to the Department to be a viable approach in the procurement of Consultant services.

2. Situations where it may be of benefit to employ Sole Source in the procurement of Consultant Services

- i) An assignment requires specialized knowledge and expertise only available through one firm. Generally, the Department has a thorough understanding of the project requirements and effort required to perform the work and is familiar with the capabilities of the Consultant.
- ii) There may be financial savings to the Department as a result of a Consultant already having considerable knowledge of a project.
- iii) There may be financial savings to the Department due to the close proximity of a project to other similar work the Consultant would be involved in concurrently.
- iv) If a consultant already has prior knowledge of a project, there may be time savings to the Department (ie. early approvals, ability to gain easier acceptance by stakeholders, early completion, etc.).
- v) There may be benefit to the Department in situations where the immediate need for consultant services (ie emergency requirement) outweighs the need for a more cost effective acquisition process.
- vi) Small Regional assignments (under \$50,000) may be sole sourced. This may be useful in providing new firms with the opportunity to gain experience in the work and to display their capabilities for consideration on future assignments.

3. Consultant Qualifications

- i) For assignments over \$50,000 involving Roadway, Bridge or Functional Planning projects, Consultants must be pre-qualified as per the Department's Pre-qualification requirements for Prime Engineering Consultant Services on Highway, Bridge and Functional Planning Projects.
- ii) For assignments up to \$50,000 involving construction inspection/supervision/administration on Roadway/Bridge projects, Consultants must have a valid safety Certificate of Recognition from the Alberta Construction Safety Association or an approved equivalent.

4. Limits of Authorization for Approval of Sole Source Assignments

- i) The Contracts Review Committee (CRC) will approve all Sole Source assignments exceeding \$50,000.
- ii) Executive Managers (eg. Regional Directors) have authority for approval up to \$50,000.
- iii) Senior Managers (eg. Directors, Construction/Bridge/Infrastructure/Operations Managers) have authority for approval up to \$25,000.

5. Forms of Consulting Services Contracts for Sole Source Assignments

- i) A Standard Consulting Services Contact template is utilized for Sole source contracts up to \$25,000. The contract is prepared by the Region/Section administering the project.
- ii) Sole source contracts over \$25,000 require a CE type contract/agreement prepared by the Professional Services Section.

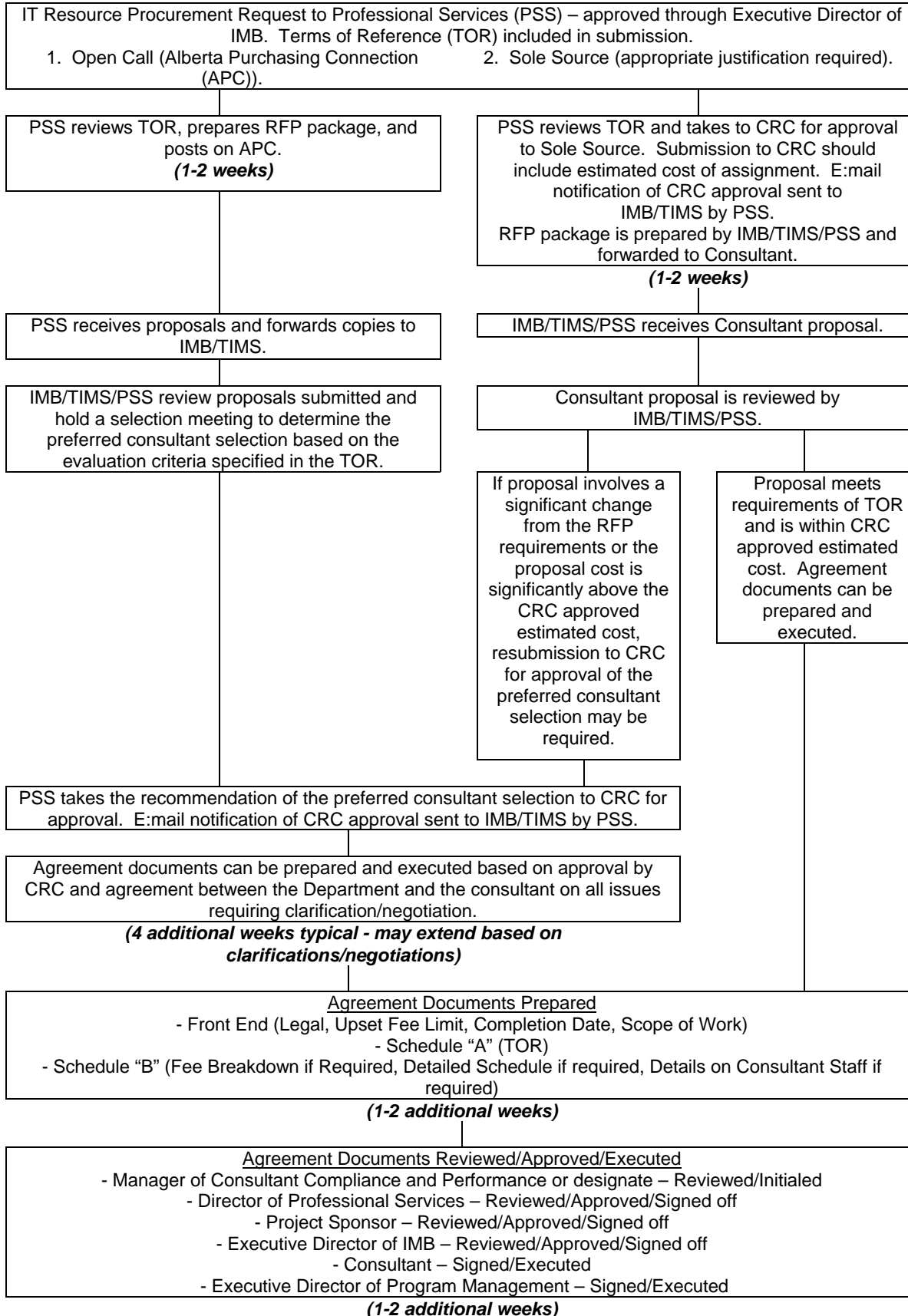
For further information, please contact:

Allan Donovan, P. Eng.
Manager, Consultant Compliance and Performance
2nd Floor, Twin Atria Building
4999 – 98th Avenue
Edmonton, Alberta T6B 2X3
(780) 422-4202

or

Ranjit Tharmalingam, P. Eng.
Director, Professional Services
2nd Floor, Twin Atria Building
4999 – 98th Avenue
Edmonton, Alberta T6B 2X3
(780) 422-7672

RESOURCE PROCUREMENT PROCESS FOR IT PROJECTS



PROJECT ADMINISTRATION PROCESSES

FINANCIAL PROJECT MANAGEMENT - SUMMARY

Refer to PAM Sections 3.3 and 3.4 for additional information.

1. Project Initiation

Projects are initiated in CPMS upon ministerial approval of the 3-Year Primary Highway Program. Programming Section assigns Job no.'s and programming codes to each project in CPMS. Funding limits are per the available A estimates; where more up to date cost information is available, a Region may secure additional funding through a request for Project Approval.

2 Hiring the Project Consultant and Administering the Consultant Agreement

See PAM Sections 4, 5,6,7,8 and 9.

3. Project Design

After a consultant has been retained for the project, and as preliminary cost estimates become available, the Project Sponsor inputs the information into CPMS, which Programming Section in turn validates before updating CPMS. The Project Sponsor enters current fiscal year expenditures, end of fiscal year forecasted expenditures, and following year carryover forecasted expenditures. These include engineering, estimated construction, right of way acquisition, utilities and any other cost associated with the project. These are done monthly, largely based on the Project Expenditure Reports submitted by the consultant.

After the construction is tendered and a contract awarded, Programming Section inputs the contract's tender costs into CPMS. The Project Sponsor inputs the contract completion date into CPMS; Tender Administration Section advises Finance Branch as to the modified tender price and the effective completion date. (The effective completion date allows for some amount of time for finalizing payments and potential completion date extensions i.e. if the contract completion date is specified to be October 15, 2005, typically, an effective completion date of March 31, 2006 would be input into the Contract Management System (CMS) - Finance Branch confirms this date against the date of any given progress estimate during the construction stage). Programming Section provides progress estimate forms, based on the contractor's unit prices and tender quantities, to the Project Sponsor and consultant.

At this point, CPMS downloads contractor information into CMS, which is used by Finance Branch for validating payments.

4. Construction

After construction commences and progresses, the consultant produces monthly progress certificates for work completed by the contractor. The certificate is based on the progress estimate form provided by Programming Section – any unit price changes, new unit prices, Extra Work Orders or Penalty/Bonuses are appended in numeric order to the certificate.

The consultant is expected to submit Progress Estimates by the end of the month for work complete up to the 25th of the month. The Project Sponsor conducts his review soon enough to permit Programming Section to prepare its overall program expenditure report, typically by the end of the first week on the following month.

As with the design stage of the project, for the construction stage, the consultant also provides monthly Project Expenditure Reports with each progress estimate submission to the Project Sponsor. The Project Sponsor inputs this information into CPMS which Programming Section validates before updating CPMS. This facilitates the Department's monitoring of current year program expenditures and adjusting the scheduling of upcoming project tenders for the remainder of the program year, as well as the following program year.

The consultant also completes the Contract Log with each progress estimate. It is important that the consultant keep the Project Sponsor apprised of any potential to overrun, as overruns above 5% require the Project Sponsor's approval. For overruns that are expected to be near or above 10%, the Project Sponsor confirms funding availability with Programming Section and obtains CRC approval in principle before the work is carried out.

CPMS also facilitates in validating contract payments. Upon receiving the consultant's progress estimate submission, the Project Sponsor verifies the following:

Contract no., Estimate no., Job No.'s, Hwy. no.'s, Contractor name and address

- work being paid for is complete and payment is in accordance with the contract.
- payments for Supply of Aggregate and necessary Crown royalty deductions.
- all unit prices are per the contractor's tender
- all Extra Work Orders are attached, are in accordance with the contract, and are signed by the contractor and the Consultant and/or Department's required signing authority.
- all unit price approvals are attached.
- all totals are correct.
- Contract Log is correct.
- required overrun approval in place.
- holdback amount is correct and properly coded; if no holdback, confirm if holdback bond or ILOC are in place.
- work covered by the progress certificate does exceed the effective end date of the contract.

Upon completing this verification, the Project Sponsor updates CPMS, arranges the preparation of a payment voucher and signs off. The payment voucher is forwarded to Finance Branch for processing, along with copies to Programming Section and Tender Administration Section.

Finance Branch validates the payment voucher and updates CMS; an Accounting Officer then certifies the payment, which is forwarded to Alberta Corporate Service Center (ACSA) for processing the cheque. ACSC enters the payment information into IMAGIS, which in turn uploads into CMS and CPMS for total payment status.

The Project Sponsor updates CPMS for all contract completion date extensions or for any construction overrun limit increases; Tender Administration Section also advises Finance Branch of contract completion date extensions and overrun limit increases that have exceeded 10%.

Note that accruals are required for work completed by the end of the fiscal year but which cannot be invoiced for until immediately in the following program year.

SAMPLE PROJECT EXPENDITURE REPORT

For the Period Ending: _____
(Month) (Year)

GENERAL PROJECT INFORMATION AND IDENTIFICATION AREA	
PROJECT: _____	JOB NO.: _____
AGREEMENT NO.: _____	CONTRACT NO.: _____
LOCATION: _____	
CONTRACTOR: _____	LENGTH: _____
TYPE OF WORK: _____	OTHER JOBS: _____
START DATE: _____	EST. END DATE: _____
PROJECT SPONSOR: _____	CONSULTANT: _____

A	B	C	D	E	F	G	H (= D+ F+ G)
	CONTRACT TENDER PRICE	MODIFIED TENDER PRICE	PREV. YEAR(S) EXPENDITURE PRIOR to Apr 1/___	CURRENT YEAR EXPENDITURE Apr 1/___ to ___/___	PROJECTED FISCAL COST FOR YEAR ___/___ Apr 1 to Mar 31	CARRY OVER to ___/___	PROJECT TOTAL
CONTRACT PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		ORIGINAL ESTIMATE					
UTILITIES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENGINEERING	B	C	D	E	F	G	H
OTHER	MN	MN	MN	MN	MN	MN	MN
L	LU	LU	LU	LU	LU	LU	LU
CO A	CO	CO	CO	CO	CO	CO	CO
TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

REMARKS:	REMARKS AREA

DATE

PROJECT MANAGER



PROJECT EXPENDITURE REPORT (Template)

For Roads/Bridges

For the Month of: _____
(month) (year)

PROJECT: _____ JOB NO: _____
CE AGREEMENT NO: _____ CONTRACT NO: _____
LOCATION: _____
CONTRACTOR: _____ LENGTH: _____
TYPE OF WORK: _____ OTHER JOBS: _____
START DATE: _____ EST. END DATE: _____
(mm/dd/yyyy) (mm/dd/yyyy)
PROJECT SPONSOR: _____ CONSULTANT: _____

		(A)								
		CONTRACT TENDER PRICE	MODIFIED TENDER PRICE	(B)	(C)	(D)	(A)-(B)-(D)=(E)	(B)+(D)+(E)=(F)		
CONTRACT PAYMENTS	\$	-	\$	-	Prev. Year Expenditure prior to Apr.1/	Current Year Expenditure Apr.1/ to /	Fiscal Cost for Year	Carry Over for Year	PROJECT TOTAL	
			Approved Contract							
Grading*	\$	-	\$	-	\$	-	\$	-	\$	-
Base*	\$	-	\$	-	\$	-	\$	-	\$	-
Paving*	\$	-	\$	-	\$	-	\$	-	\$	-
Ancillary*	\$	-	\$	-	\$	-	\$	-	\$	-
Bridge*	\$	-	\$	-	\$	-	\$	-	\$	-
Bonus/Penalty**	\$	-	\$	-	\$	-	\$	-	\$	-
Other*	\$	-	\$	-	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	-	\$	-	\$	-
CE PAYMENTS	Original Upset Limit	Approved Upset Limit								
	\$	-	\$	-						
Design/Tender	\$	-	\$	-	\$	-	\$	-	\$	-
Construct/Post Construct	\$	-	\$	-	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-	\$	-	\$	-
Scope Changes	\$	-	\$	-	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	-	\$	-	\$	-
OTHER AGREEMENTS	Approved Amount									
	\$	-								
Utilities	\$	-	\$	-	\$	-	\$	-	\$	-
Borrow/Land	\$	-	\$	-	\$	-	\$	-	\$	-
Materials	\$	-	\$	-	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	-	\$	-	\$	-
GRAND TOTALS	\$	-	\$	-	\$	-	\$	-	\$	-
Gov't Supply of Aggregate	\$	-								

REMARKS _____

*Total Cost not including site occ. DATE _____ CONSULTANT _____
**All Bonus/Penalty including site occ. (mm/dd/yyyy)

PROJECT EXPENDITURE REPORT (Example)
For Roads/Bridges

For the Month of: September 2005
(month) (year)

PROJECT: 99A:06 JOB NO: F999Q
 CE AGREEMENT NO: CE999/00 CONTRACT NO: 8888/2004
 LOCATION: S. of the Sheep River to N. of Okotoks North Town Limit
 CONTRACTOR: Big Boy Ltd. LENGTH: 12.065 km
 TYPE OF WORK: Grading, GBC, ACP and other works OTHER JOBS: _____
 START DATE: September 1, 2004 EST.END.DATE: June 30, 2006
 (mm/dd/yyyy) (mm/dd/yyyy)
 PROJECT SPONSOR: Joe Sponsor CONSULTANT: Slick Consulting Ltd.

		(A)							
		CONTRACT TENDER PRICE	MODIFIED TENDER PRICE	(B)	(C)	(D)	(E)	(B)+(D)+(E)=(F)	
CONTRACT PAYMENTS	\$7,500,123.64	\$6,956,479.76	Prev. Year Exp. Prior to Apr1/05	Current Year Exp. Apr1/05-Sep30/06	Fiscal Cost for Year 05/06	Carry over for Year 06/07	PROJECT TOTAL		
		Approved Contract							
Grading*	\$2,500,000.68	\$ 900,567.79	\$ 1,567,000.00	\$ 1,865,000.00	\$ 80,000.00	\$ 2,845,567.79			
Base*	\$1,678,479.64	\$ 200,780.60	\$ 1,234,000.00	\$ 1,468,000.00	\$ -	\$ 1,668,780.60			
Paving*	\$2,222,333.44	\$ 185,880.77	\$ 1,800,000.00	\$ 2,100,000.00	\$ -	\$ 2,285,880.77			
Ancillary*	\$555,666.00	\$ -	\$ 400,000.00	\$ 556,000.00	\$ -	\$ 556,000.00			
Bridge*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Bonus/Penalty**	\$ -	\$ -	\$ 58,000.00	\$ 60,000.00	\$ -	\$ 60,000.00			
Other*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
TOTALS	\$ 6,956,479.76	\$ 1,287,229.16	\$ 5,059,000.00	\$ 6,049,000.00	\$ 80,000.00	\$ 7,416,229.16			
CE PAYMENTS	Original Upset Limit	Approved Upset Limit							
	\$ 790,097.06	\$ 879,857.84							
Design/Tender	\$ 365,006.78	\$ 365,006.78	\$ -	\$ -	\$ -	\$ 365,006.78			
Construct/Post Construct	\$ 425,090.28	\$ 125,076.00	\$ 240,000.00	\$ 285,000.00	\$ 15,014.00	\$ 425,090.00			
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Scope Changes	\$ 89,760.78	\$ 89,400.00	\$ -	\$ -	\$ -	\$ 89,400.00			
TOTALS	\$ 879,857.84	\$ 579,482.78	\$ 240,000.00	\$ 285,000.00	\$ 15,014.00	\$ 879,496.78			
OTHER AGREEMENTS		Approved Amount							
		\$ 381,900.00							
Utilities	\$ 125,000.00	\$ 49,500.00	\$ 70,000.00	\$ 70,000.00	\$ -	\$ 119,500.00			
Borrow/Land	\$ 208,400.00	\$ 100,780.00	\$ 100,000.00	\$ 120,000.00	\$ -	\$ 220,780.00			
Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Other (CPR)	\$ 48,500.00	\$ -	\$ 48,500.00	\$ 48,500.00	\$ -	\$ 48,500.00			
TOTALS	\$ 381,900.00	\$ 150,280.00	\$ 218,500.00	\$ 238,500.00	\$ -	\$ 388,780.00			
GRAND TOTALS	\$ 8,218,237.60	\$ 2,016,991.94	\$ 5,517,500.00	\$ 6,572,500.00	\$ 95,014.00	\$ 8,684,505.94			
Gov't Supply of Aggregate	\$ 328,000.00								

d All paving and Street lighting to be completed this year. Miscellaneous grading and clean up to be completed next year.

*Total Cost not including site occ. DATE September 30, 2006 CONSULTANT Hot Manager, Slick Consulting Ltd
 **All Bonus/Penalty including site occ. (mm/dd/yyyy)



PROJECT EXPENDITURE REPORT (Template)

For Major Bridges

For the Month of: _____
(month) (year)

PROJECT: _____	JOB NO: _____
CE AGREEMENT NO: _____	CONTRACT NO: _____
LOCATION: _____	
CONTRACTOR: _____	LENGTH: _____
TYPE OF WORK: _____	OTHER JOBS: _____
START DATE: _____ (mm/dd/yyyy)	EST. END DATE: _____ (mm/dd/yyyy)
PROJECT SPONSOR: _____	CONSULTANT: _____

		(A)		(B)		(C)		(D)		(A)-(B)-(D)=(E)		(B)+(D)+(E)=(F)	
		CONTRACT TENDER PRICE	MODIFIED TENDER PRICE	Prev. Year Expenditure prior to Apr.1/	Current Year Expenditure Apr.1/ to _/	Fiscal Cost for Year	Carry Over for Year	PROJECT TOTAL					
CONTRACT PAYMENTS		\$ -	\$ -										
		Approved Contract											
Girders*		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deck/Curbs/Rails*		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Substructure*		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Earthworks*		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bonus/Penalty**		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other*		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE PAYMENTS		Original Upset Limit	Approved Upset Limit										
		\$ -	\$ -										
Design/Tender		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construct/Post Construct		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER AGREEMENTS		Approved Amount											
		\$ -											
Utilities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Borrow/Land		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gov't Supply of Aggregate		\$ -	\$ -										

REMARKS _____

*Total Cost not including site occ. DATE _____ CONSULTANT _____
 **All Bonus/Penalty including site occ. (mm/dd/yyyy)

Media Contact Report

(Please type)

Branch/Region

Type of Media

Print

Radio

TV

Person Interviewed:

Name of media:

Date:

Time:

Name of Reporter:

Subject:

Distribution:

E-mail to: Bart Johnson, Communications Director
Martin Dupuis, Communications Assistant Director

PROCESS OF NOTIFICATION OF PROVINCIAL HIGHWAY CONSTRUCTION PROJECTS TO MUNICIPALITIES

Recommended Steps to Follow	Responsible Party
1. As part of the Terms of Reference development, contact the municipality to advise them of the upcoming work and that the Consultants may be requesting information from the municipality as part of RFP development.	Project Sponsor
2. Include in the Request for Proposal (RFP) a statement to the effect that the successful consultant will contact the municipality after they are awarded the project engineering work and gather input from them.	Project Sponsor
3. Invite municipality representative to the project initialization meeting and conceptual design meeting (as required).	Project Sponsor
4. Include municipality representative in the value engineering sessions. Invitation is at the discretion of the Department.	Project Sponsor/Consultant
5. Provide notice of the project tender to the municipality. Professional Services will forward a copy of the "Approval for Advertising" sheet to the project sponsor to forward to the municipality.	Project Sponsor
6. Advise the municipality which contractor is awarded the construction contract and anticipated start date.	Consultant
7. Invite municipality to the Pre-Construction meeting (if warranted). Copy the municipality on the notes of meeting.	Consultant
8. Involve municipality representative in the interim inspection if there is an anticipated significant impact to their network or local issues identified.	Consultant
9. Elevate recommended changes to this process to the Divisional Executive Managers.	CPMC Executive Sponsor

EARTH BORROW LETTER OF UNDERSTANDING

STAGE I – Borrow Disturbance (to be completed prior to Construction)

I _____ being the owner of the lands described as:

Legal Land Description

acknowledge and agree to the terms of the Earth Borrow Agreement that was executed on _____. I consent to the taking of earth borrow on the said lands based on the following terms as known to date.

Earth Borrow Type: _____
Approximate Disturbed Area: _____
Approximate Depth: _____

Location, Design, Proposed Drainage Patterns and Approximate Earth Borrow Quantities, Haul Road and Topsoil Stockpile dimensions shall be as shown on the Earth Borrow plan attached. Any significant changes to the plan will be discussed with the landowner.

Date: _____

Project Manager

Landowner

STAGE II- Post Earth Borrow Acknowledgement (To be completed after the Completion of the Earth Borrow)

I _____, being the owner of the said lands, agree and acknowledge that the Earth Borrow removal has been done in accordance with the terms that were agree to in Stage I above.

Date: _____

Project Manager

Landowner

CONSULTANT MONITORING FORMS

PROJECT ENGINEERING COST TRACKING SUMMARY

AGREEMENT NO. CE

Job No.

For Work Performed up to

PROJECT PHASE	INITIAL ALLOTMENT	PREVIOUS INVOICE	THIS INVOICE	TOTAL TO DATE	AMOUNT REMAINING

SC#	DESCRIPTION	UNAP/AP	CHANGE OF SCOPE ITEMS			
TOTALS						

APPORTIONMENT					
Job #, Project					
Job #, Project					
TOTALS					

PROGRESS REPORT – PRELIMINARY ENGINEERING, DESIGN AND TENDER PHASES

Region: _____ Project: _____
 Consultant: _____ Project Sponsor: _____ Report #: _____

Start Date: _____ Reporting Period From: _____ To: _____

Design Package Submission Date: _____ Tender Package Submission Date: _____

TASKS	% Complete to date	TASKS	% Complete to date
1. Preliminary Survey		8. Environmental Management	
2. Geometric Assessment	June 7, 2000	9. Surfacing Strategy	
3. Utility Coordination/Survey		10. Geometric Design	
4. Bridge Site Survey & Design		11. Intersectional Design	
5. Geotechnical Investigation		12. Quantity Calculations	
6. Access Assessment		13. Design Package	
7. Land Acquisition		14. Contract Tender Package	

REMARKS: (Note: Brief remarks must be provided for work completed on each phase during reporting period).

Consultant Representative _____

FORM FOR MONITORING CONSULTANTS – TRANSPORTATION PLANNING PROJECTS

Date: _____ Project: _____

Dept. Rep: _____ Consultant: _____

Distribution: Consultant, Alberta Infrastructure and Transportation

Interim Reviews(Major Projects)	Satisfactory ()	Marginal (\$)	Unsatisfactory ()	Remarks
<p>1. After each open house</p> <ul style="list-style-type: none"> • Technical work • Open house presentation and conduct • Could be 2, 3, or 4 reviews 				
<p>2. Review after Planning Council Presentation</p>				
<p>3. Final review after final report</p>				

PROCESS FOR MONITORING CONSULTANTS – LAND ACQUISITION PROJECTS

Date: _____ Project: _____

Property Manager: _____ Consulting Firm: _____

Distribution: Alberta Infrastructure and Transportation, Consultant

Key: 1 – doesn't meet criteria, 2-partially meets criteria, 3-meets criteria, 4-moderately exceeds criteria, 5-substantially exceeds criteria

Phases	Milestone Dates		Costs		Quality/ Accuracy	Remarks
	Target	Actual	Estimated	Actual		
1. Consultant Assignment - initialization agreement - finalize agreement						
2. Project Review (conceptual) with team - field data - mosaic review - acquisition strategy - environmental considerations - bench mark appraisals						
3. Project Meetings (team meetings) - identify technical needs - land owner concerns and problems - recommending solutions - initiating actions						
4. Acquisition Review Process - Stage 1 - 4 Months - Stage 2 - 8 Months - Stage 3 - 12 Months - Stage 4 - final debriefing and evaluation						

Please add your comments to the back of the form.

PROJECT REVIEW CHECKLIST –LAND ACQUISITION PROJECTS

Date: _____ Project: _____

Property Manager _____ Consultant: _____

Land Agent: _____

Distribution: Consultant, Alberta Infrastructure and Transportation

Key: 1 – doesn't meet criteria, 2-partially meets criteria, 3-meets criteria, 4-moderately exceeds criteria, 5-substantially exceeds criteria

Activities	Rating	Remarks
<p>1. SAFETY REQUIREMENTS</p> <ul style="list-style-type: none"> - vests - obvious hazards 		
<p>2. PROJECT TEAM</p> <ul style="list-style-type: none"> - project manager - land agents - team as per agreement - corporate support - suitability - knowledge - on-site presence - relationships 		
<p>3. RELATIONSHIPS</p> <ul style="list-style-type: none"> - consultant interaction - contact with landowners - consultant interaction 		
<p>4. COMMUNICATIONS</p> <ul style="list-style-type: none"> - reporting - track sheets - keeping stakeholders informed 		
<p>5. PAPERWORK AND TRACKING</p> <ul style="list-style-type: none"> - easy to understand - clear status reports - clear conditions on agreement - hand written agreements must be legible - meaningful information 		

FORM FOR MONITORING CONSULTANTS – HIGHWAY CONSTRUCTION PROJECTS

Date: _____ Project: _____

Dept. Rep: _____ Project Manager: _____ Consultant: _____

Distribution: Alberta Infrastructure and Transportation (Project Sponsor)

Phases	Milestone Dates		Costs		Quality/ Accuracy	Design Quantities vs Actual	Remarks
	Target	Actual	Estimated	Actual			
1. Consultant Assignment <ul style="list-style-type: none"> • Finalize agreement • Initialization meeting 							
2. Design Review (conceptual) <ul style="list-style-type: none"> • Field data • Geotechnical consideration • Value engineering considerations • Tentative plan development • Economics • R/W issues 							
3. Detailed Design Review							
4. Tender Package and Contract Award							
5. Construction <ul style="list-style-type: none"> • Traffic accommodations • Pre-commencement meeting • Pre-construction meeting • Site inspections <ul style="list-style-type: none"> a) ACP - 1st visit within 1st week construction <ul style="list-style-type: none"> - Min. three visits/month b) GBC, ACP - 1st visit within 1st week construction - Min. two visits/month c) G, GBC, ACP - 1st visit within 2 weeks <ul style="list-style-type: none"> - Min. two visits/month d) Other inspections as required e) CM/Designate inspect all factors with all stakeholders • Semi-final inspection • Final inspection <ul style="list-style-type: none"> a) Tri-party debriefing b) Issue const. compl. cert. 							
6. Post Construction							
7. Warranty <ul style="list-style-type: none"> • Consultant to track inspection requirements and date required 							

Please add your remarks to the back of the form.

FORM FOR MONITORING CONSULTANTS – BRIDGE CONSTRUCTION PROJECTS

Date: _____ Project: _____

Department Rep: _____

Project Manager: _____ Consultant: _____

Distribution: Alberta Infrastructure and Transportation (Project Sponsor)

Phases	Milestone Dates		Costs		Quality/ Accuracy	Design Quantities vs Actual	Remarks
	Target	Actual	Estimated	Actual			
1. Consultant Assignment <ul style="list-style-type: none"> • Finalize agreement • Initialization meeting 							
2. Conceptual/Preliminary Engineering <ul style="list-style-type: none"> • Field Data • Geotechnical consideration • Value engineering considerations • Alternative plan development • Cost analysis • Environmental/regulatory issues • Design data drawings/prelim engineering reports • R-O-W issues 							
3. Detailed Design Review <ul style="list-style-type: none"> • Choose design • Project design brief • Structural design 							
4. Tender Package and Contract Award <ul style="list-style-type: none"> • Quantities • "C" estimate 							
5. Construction <ul style="list-style-type: none"> • Traffic accommodations • Pre-commencement meeting • Pre-construction meeting • Site inspections 4.5m culverts or less, 1 visit major culverts, 3 visits min. standard bridge, 3 visits,min. major bridges, 1/month, min. • Semi-final inspection as req'd • Final inspection <ul style="list-style-type: none"> a) tri-party debriefing b) issue const. compl. cert. 							
6. Post Construction <ul style="list-style-type: none"> • Final details • Summary report 							

Please add your remarks to the back of the form.

ON-SITE INSPECTION REPORT (EXAMPLE 1)

Date Inspected: _____ Project: _____

Consultant: _____ Project Manager: _____

INFTRA Rep: _____ Contractor: _____

Status of Project: _____

Activities	Remarks
<p>1. Traffic & Safety Accommodations</p> <ul style="list-style-type: none"> a. detours b. traffic flow c. clean signs d. proper signing e. traffic control devices f. vests g. obvious hazards h. other 	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>2. Project Team</p> <ul style="list-style-type: none"> a. on site presence b. team as per agreement c. other 	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>3. Specification Adherence</p> <ul style="list-style-type: none"> a. quality of work b. proper construction methods c. bridge culvert installations d. QA test procedures/facilities e. gravel pit management f. design conformance g. other 	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>4. Environmental issues</p> <ul style="list-style-type: none"> a. borrow excavation assessments b. sediment and erosion control c. AEP, DFO, NWPA, DRS permits d. Wildlife concerns e. Permit compliance f. Other 	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

5. General Comments;

Should include a general assessment of the overall performance of the consultant, as per the consultant performance evaluation. May also discuss any additional unique issues to the project.

Report compiled by: _____ Date: _____

Distribution: Consultant

Project Manager _____

Project Director _____

Alberta Infrastructure and Transportation:

Construction Manager _____

Director of Professional Services _____

ON SITE INSPECTION REPORT (EXAMPLE 2)

File:

Contract No. _____ Location _____

Contractor _____ Consultant _____ Agreement No. _____

Inspection Date: _____ Inspected By _____ Type of Work _____

(G/GBC/ACP/Other)

(Inspected/Discussed)

Traffic Accommodation/Safety	Yes	No	Remarks
Signs			
- Adequate number			
- Correct Size			
- Gazetted speed installed			
- Proper height and clean			
- Taper length adequate			
- Electronic Traffic Control Devices			
- TAS Strategy followed			
- Other			
Flag People/Workers/Equipment			
- Proper Safety gear			
- Equipment parked safely			
- Back-up alarms on equip.			
- Other			

Construction Activities			
- Project Team as per agreement			
- G/GBC/ACP Observations			
- Centerline spotting			
- Entrances/Road Allowances			
- Extra Work			
- Quantities (Overruns/Under runs)			
- Contract Bid Items/ Spec's			
- Completion Date/ Site Occ.			
- Reporting (Weeklies, PERs)			
- Progress Reports			
- Warranty			
- Traffic Towing			
- Access Control			
- Gravel Pits			
- Royalty payments			
- Pit Plan			
- Environmental considerations			
- Permits in Place			
- ECO Plan followed			
- Aboriginal Content			
- Landowner concerns			
- Borrow Pit Management (Payments)			
- Other			

Additional Remarks:

CC: Consultant, Corp. Support

ON SITE INSPECTION REPORT (EXAMPLE 3)

Date Inspected:	Project:
AT Rep:	Limits:
Consultant:	Project Mgr:
CE Agreement No.:	ConsultantCorp Support:
Our File No.:	Contractor:
Type of Project:	Grading
Status of Project:	
Contractor making excellent progress.	
Roughly 600,000 cu m of material moved to date. Contractor expects semi-final by first week of June if weather holds.	
Most land issues resolved now. All borrows under development or used.	
County wants assistance with repairing local roads damaged by construction workers heading to job.	
Photo shows hauling and placing material at Km 3, looking north.	
Activities:	Remarks:
Traffic and Safety Accom	Traffic accommodation remains a relative non-issue since minimal local traffic and most vehicles can take alternate routes. Workers on site appear to be using appropriate safety apparel. A couple weeks ago a dozer backed into a power pole, and operator showed little concern when work shut down and discussed, and was summarily let go and replaced. No apparent incidents since then.
Project Team	Met Consultant on site and reviewed project. Also the three of us spoke to the Contractor's foreman.
Specification Adherence	Material being brought up (below 0.3 from grade) is achieving 95% density as required. Some material 2-3% wet and being reworked. Contractor encountered a deep snakepit at crest of hill in center of alignment at Km 7.5, and is excavating the material, and using as fill in the outer slopes (outside of the core of the fill). Stripping quantities continue to be higher than expected.
Environmental Issues	Consultant and contractor doing a good job monitoring environmental requirements. Silt fence that has come down has been re-established on an ongoing basis. One site, at which the silt fence had been pulled down at the outlet of a channel (noticed on last visit) has been restored. Consultant indicated beaver responsible for the downing of the silt fence at that location.
General Comments	Overall Consultant and Contractor appear to be doing an excellent job on this project. As fill gets closer to grade closer monitoring and testing of densities will be required (as per usual specs).

CONSULTANT AGREEMENT ADMINISTRATION

Memorandum

FROM

OUR FILE REFERENCE

YOUR FILE REFERENCE

DATE

TELEPHONE

FAX

TO

Director, Professional Services Section

Subject: Change of Scope Fee Increase Template (for CRC Approval)
CONSULTING SERVICES AGREEMENT CE _____, Change Order # _____

CONSULTANT: (full legal name)

PROJECT: (Hwy, Limits, km, BF, etc., Type of Engineering, Type of Construction work)

ID: (inc. PRID(s) / CRID(s) / Contract Numbers if applicable)

VALUE OF REQUESTED INCREASE:

STATUS: (include anticipated and actual start/stop dates for engineering and for construction, if applicable)
(include status of work under this change order and reason for delayed request if applicable).

Describe this scope change; why was the work not included in the original scope? (detail here or table below)

Why is it appropriate to expand the scope to include this work, rather than use a competitive process?

Have all components of the additional work been included, or will other costs be incurred as a result of incorporating this change (i.e. Construction Supervision)?

Has funding been addressed? (for engineering or construction as necessary)

What rationale was used to confirm that the estimated fee is reasonable? (eng. fee table below provides one measure)

The details of the request are outlined below: (ensure that these amounts can be found in the backup)

Detail	Amount (\$)
(Quantify the magnitude of change as much as possible; what and why required; what was the original service/quantity?)(inc. comment if Technical Standards Branch was consulted)	
(in the backup, fee detail is required by task; i.e. staff name, title, # of hours, hourly rate; including subs; smaller lump sum items may be exempt)	
Total requested	

ADDITIONAL COMMENTS:

(does agreement completion date need to be extended, does escalation apply to this increase? etc.)

Fee Summary:
(applicable):

Engineering Fee Comparison (if applicable):

Current Upset Fee		\$0.00
Original Upset fee		\$0.00
Previous increases (0)		\$0.00
This Increase (1)		\$0.00
Applicable Escalation	0%	\$ 0.00
New upset fee limit		\$ 0.00

Engineering Fee (a)	\$0
Estimated Construction Cost (b)	\$0
Eng. as % of Constr. (a/b)	0%

	Recommended			
	Coordinator	Sponsor	Executive Manager	Director, PSS
Sign				
Print				
Date				

Memorandum

FROM

**OUR FILE REFERENCE
YOUR FILE REFERENCE**

TO

**DATE
TELEPHONE
FAX**

Director, Professional Services Section

Subject:

CONSTRUCTION DURATION FEE INCREASE

(for Ex. Dir. PMB Approval, or CRC approval if increase is primarily due to scope changes)

CONSULTING SERVICES AGREEMENT CE _____, Change Order # _____

CONSULTANT: *(full legal name)*

PROJECT: *(Hwy, Limits, km, BF, etc., Type of Construction)*

ID: *(inc. PRID(s) / CRID(s) / Contract Numbers if applicable)*

VALUE OF REQUESTED INCREASE:

STATUS: *(include anticipated and actual start/stop dates for engineering and for construction)*

(include status of work under this change order and reason for delayed request if applicable).

Item	Original	Revised	Difference (Revised – Original)	% change (Difference / Original)
Estimated Site Days	0	0	0	0
Construction Supervision Fees	0	0	0 <i>(requested increase)</i>	0
Pro-rated fee / day	0	0	0	0

* The **(lower / higher)** revised pro-rated daily rate is due to _____.

The difference between the original consultant estimated days and the revised estimated days:

Site occ. days bid _____. If significantly different than consultant estimate, explain why.

Are there any actual or anticipated liquidated damages or site occ. penalties? If so, how many days and dollars?

ADDITIONAL COMMENTS: *(does agreement completion date need to be extended, does escalation apply, etc.)*

Fee Summary:

Current Upset Fee		\$0.00
Original Upset fee		\$0.00
Previous increases (0)		\$0.00
This Increase (1)		\$0.00
Applicable Escalation	0%	\$ 0.00
New upset fee limit		\$ 0.00

Engineering Fee Comparison:

Engineering Fee (a)	\$0
Estimated Construction Cost (b)	\$0
Eng. as % of Constr. (a/b)	0%

	Recommended				Approved (if appl.)
	Coordinator	Sponsor	Executive Manager	Director, PSS	Exec. Dir., PMB
Sign					
Print					
Date					

TYPICAL AGENDA - TRI-PARTY POST CONSTRUCTION MEETING

Project: _____ Contract No: _____ Contractor: _____

Consultant: _____

Alberta Infrastructure & Transportation: _____

Date: _____ Time: _____ Location: _____

Distribution: Consultant, Contractor, Alberta Infrastructure and Transportation Project Sponsor, Alberta Infrastructure and Transportation Professional Services

- 1. Introduction
- 2. Traffic Accommodation & Safety
- 3. Project Team Effectiveness
- 4. Alberta Infrastructure and Transportation, Consultant and Contractor Staff Relationships
- 5. Communications
- 6. Contract Quantities and Special Provisions
- 7. Contract Administration
- 8. Workmanship
- 9. Quality Control and Quality Assurance
- 10. Environmental Issues
- 11. Other

CONSULTANT PERFORMANCE EVALUATION PROCESS

CONSULTANT PERFORMANCE EVALUATION

Region/Branch:
Construction year or year majority of
work undertaken:

Agreement (CE) Number: _____ Contract Number: _____ Interim or Final: _____

Project: _____

Consultant and Consultant Representatives: _____

Sub-consultants and Specialty: _____

Department Project Sponsor and Co-Sponsor: _____

Type of Work: Transportation Planning Other/Miscellaneous

Water Management → <input type="radio"/> Major Dam <input type="radio"/> Major Canal <input type="radio"/> Small Water Project <input type="radio"/> Fish Structure. <input type="radio"/> Mech/Elect/Control Sys	Initial Upset Fee: _____
Bridges → <input type="radio"/> Planning <input type="radio"/> Design - Culvert + Standard Bridge <input type="radio"/> Project Management - Major Bridge	
Roadway → <input type="radio"/> Chip Seal (Surfacing) <input type="radio"/> Grading - Major Grading + ACP/GBC <input type="radio"/> ACP/GBC - <input type="radio"/> Surfacing - Widening with Major Grading <input type="radio"/> Rehab	

(Notes: - A category may be removed from evaluation if not applicable for a particular assignment.
- Consultant evaluation comprised of evaluation form and applicable checklist indicating areas considered in the evaluation.
- Total of all weighting must equal 100 %.)

*Rating Key: 1 = doesn't meet criteria; 2 = partially meets criteria; 3 = meets criteria; 4 = moderately Exceeds criteria; 5 = substantially exceeds criteria; n/a – not applicable

INNOVATION

Provision of innovative planning, design and construction alternatives that add optimal value to the completed project.

(Note: Weighting of this category to be a minimum of 5% unless this category specifically excluded; base score of "3" under this category.)

<input type="checkbox"/>	WEIGHTING (5% to 40%)	x	<input type="checkbox"/>	RATING (see Rating Key*)	=	<input type="checkbox"/>	WEIGHTED DEPT. RATING	<input type="checkbox"/>	WEIGHTED CONSULTANT (SELF) RATING
--------------------------	--------------------------	---	--------------------------	-----------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------------------

Project Sponsor Rationale for Rating (refer to evaluation checklists):

DELIVERABLES

Provision of project products such as technical reports, designs, tender documents, and plans to specified requirements and at specified reporting stages.

(Note 1. Deliverables evaluated under this category excludes construction supervision and contract administration where applicable, otherwise this category is applicable for the full term of the assignment and includes Finals)

<input type="checkbox"/>	WEIGHTING (10% to 30%)	x	<input type="checkbox"/>	RATING (see Rating Key*)	=	<input type="checkbox"/>	WEIGHTED DEPT. RATING	<input type="checkbox"/>	WEIGHTED CONSULTANT (SELF) RATING
--------------------------	---------------------------	---	--------------------------	-----------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------------------

Project Sponsor Rationale for Rating (refer to evaluation checklists):

- Finals (Final Progress Estimate and Final Details Package) submitted to the Department within the specified timeframe.**
- One full point deducted for late submission of Finals.**

CONSTRUCTION SUPERVISION AND CONTRACT ADMINISTRATION

Ability of consultant to administer the contract, monitor, inspect and test work performed by contractors to ensure it is completed according to the term of the contract (e.g. public safety, traffic accommodations, environmental management, QA, inspection, final details, and project records).

<input type="checkbox"/>	WEIGHTING (20% to 50%)	x	<input type="checkbox"/>	RATING (see Rating Key*)	=	<input type="checkbox"/>	WEIGHTED DEPT. RATING	<input type="checkbox"/>	WEIGHTED CONSULTANT (SELF) RATING
--------------------------	---------------------------	---	--------------------------	-----------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------------------

Project Sponsor Rationale for Rating (refer to evaluation checklists):

PUBLIC COMMUNICATIONS AND INVOLVEMENT

Dealing with people, outside the Department, with a stake in the project. Including design and delivery of public consultation programs, contact with local land owners/elected officials, aboriginal involvement.

<input type="checkbox"/>	WEIGHTING (5% to 20%)	x	<input type="checkbox"/>	RATING (see Rating Key*)	=	<input type="checkbox"/>	WEIGHTED DEPT. RATING	<input type="checkbox"/>	WEIGHTED CONSULTANT (SELF) RATING
--------------------------	--------------------------	---	--------------------------	-----------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------------------

Project Sponsor Rationale for Rating (refer to evaluation checklists):

PROJECT MANAGEMENT

Effective delivery and management of the project, interact and communicate with Department Project Team, demonstrate sound financial management, provide corporate support, effective monitoring of the project to ensure compliance with the agreed project schedule.

<input type="checkbox"/>	WEIGHTING (10% to 30%)	x	<input type="checkbox"/>	RATING (see Rating Key*)	=	<input type="checkbox"/>	WEIGHTED DEPT. RATING	<input type="checkbox"/>	WEIGHTED CONSULTANT (SELF) RATING
--------------------------	---------------------------	---	--------------------------	-----------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------------------

Project Sponsor Rationale for Rating (refer to evaluation checklists):

STAFF PERFORMANCE

Demonstrated competence, experience and expertise.

<input type="checkbox"/>	WEIGHTING (10% to 30%)	x	<input type="checkbox"/>	RATING (see Rating Key*)	=	<input type="checkbox"/>	WEIGHTED DEPT. RATING	<input type="checkbox"/>	WEIGHTED CONSULTANT (SELF) RATING
--------------------------	---------------------------	---	--------------------------	-----------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------------------

Project Sponsor Rationale for Rating (refer to evaluation checklists):

CONSULTANT RATING AND COMMENTS

CONSULTANT RATING

Consultant Name:	Signature	Date:
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OVERALL RATING AND COMMENTS

DEPT. RATING

Evaluation By:

Signature	Position:	Date:
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Agreement (CE) Number:	Contract Number:	Region/Branch:
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The following suggested criteria are for guidance purposes only. The Project Sponsor, in meeting with the consultant, will add project specific criteria where appropriate.

For the following areas:

Including: planning studies, land acquisition, preliminary survey, utilities, geotechnical investigation, geometric design, traffic engineering and control, geotechnical design, risk assessment, assessment based on life cycle cost, surfacing design, supply of aggregate, construction and contract administration and resident site services, improvements identified, evaluation of alternatives, pro-active approach

For the following areas:

Including: planning, land acquisition, utilities, geotechnical investigations, environmental assessment, preliminary survey/design, design estimates, approvals/permits/licenses, contract tender package including design ("P") drawings and special provisions, traffic accommodation and safety plans/assessment, ECO plans, final details and quantities, final construction report, final quality assurance report, as-built information, construction/record/as-built ("C") drawings and design files, summary report, engineer's estimate versus tender, final construction costs versus engineer's estimate

CONSTRUCTION SUPERVISION AND CONTRACT ADMINISTRATION

For the following areas:

Including: pre-construction meeting, material quality inspection, construction inspection/supervision, quality assurance, approval of overruns, contract claims, interpretation of specifications, public interface, problem resolution, communication with contractor, compliance with OH&S regulations, environmental management, reporting requirements, public safety/traffic, aggregate management, estimated quantities versus actual, monthly progress estimates, documentation (diaries, field books)

INNOVATION

Did the Consultant...

- Explore and evaluate all feasible alternatives?
- Consider all key factors as well as life cycle?
- Recommend/Select the most cost-effective, optimal solution(s)?
- Implement innovative or new technology/methodology improvements?

DELIVERABLES

Did the Consultant...

- Provide accurate and complete designs, tender packages and reports? (*Request input from Professional Services Section – Tender Preparation area*)
- Deliverables completed/submitted within specified/approved time lines?
- Provide technically sound information?
- Produce well documented findings?
- Comply with milestone dates, within acceptable limits?
- Produce product quality in accordance with terms of reference or contract guidelines?

Did the Consultant...

- Deal responsively with contract specification interpretation?
- Resolve appropriately site problems, claims or disputes?
- Provide timely inspections, testing and reporting?
- Demonstrate effective interaction with contractors?
- Deliver project field components well, including traffic accommodation and public safety?
- Maintain appropriate lines of communication?
- Deliver timely, accurate and acceptable progress payments?
- Obtain necessary approvals for extra work and unit price additions?
- Ensure safety and environmental plans are followed by contractor?

PUBLIC COMMUNICATIONS AND INVOLVEMENT

For the following areas:

Including: complaints from stakeholders (i.e., users, landowners, public), public interface, use of data from public consultation in decision making, documented public involvement, relations with all stakeholders

Did the Consultant...

- Communicate with and involve stakeholders appropriately?
- Document public involvement and use the results in decisions, where appropriate?

PROJECT MANAGEMENT

For the following areas:

Including: milestone dates, communication with project sponsor, invoices, contract claims, deficiencies follow-up, worker safety, extra work orders, corporate support, prime consultant responsibilities, disbursements, modified agreement amount, expenditure control and fiscal responsibility, projected expenditure forecasts/reports, completeness of design and tender package (number of addenda to contract)

Did the Consultant...

- Meet the terms of agreement, on budget, in time with minimal intervention?
- Demonstrate good expenditure control and fiscal responsibility?
- Manage expenditure reporting and tracking well?
- Track/report on project progress/schedule?
- Manage scope change effectively?
- Provide accurate and clear forecasts, reports and invoices?
- Anticipate errors or omissions and handle them?
- Communicate with Project Sponsor and resolve significant issues?
- Assign staff that performed effectively in compliance with applicable regulations?
- Provide appropriate corporate management to the Project?
- Assign resources to ensure optimum project delivery?
- Communicate effectively with the contractors?

STAFF PERFORMANCE

For the following areas:

Including: assigned staff, consultant's professional conduct, personnel listed in proposal or approved substitutes, development/training of personnel, working relationship, problem solving skills, personal and technical suitability, ability to lead/adapt/respond, consultant staff/sub-consultant performance

Did the Consultant...

- Provide staff suited for the assignment based on competence, expertise and experience?
- Demonstrate corporate responsibility for actions & outcomes?
- Provide staff as specified in the proposal or where approved, equivalent substitutes?
- Designate appropriate involvement and time allocation of key personnel, as specified in the proposal?

ADDITIONAL CRITERIA:

Agreement (CE) Number:	Contract Number:	Region/Branch:
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The following suggested criteria are for guidance purposes only. The Project Sponsor, in meeting with the consultant, will add project specific criteria where appropriate.

For the following areas:

Including: bridge functional planning, bridge assessments, preliminary engineering, hydrotechnical engineering, geometric design, bridge structure design, geotechnical design and investigation, contract tender, construction and contract administration and resident site services

INNOVATION

Did the Consultant...

- Explore and evaluate all feasible alternatives?
- Consider all key factors as well as life cycle?
- Recommend/Select the most cost-effective, optimal solution(s)?
- Implement innovative or new technology/methodology improvements?

For the following areas:

Including: bridge assessment report, structure alternatives report, project design brief, preliminary engineering, design data ("DD") drawings, detailed structural design, contract tender package including design ("P") drawings and special provisions, engineer's estimate versus tender, construction/record/as-built ("C") drawings, traffic accommodation and safety plan/assessment, ECO plans

DELIVERABLES

Did the Consultant...

- Provide accurate and complete designs, tender packages, and reports? (*Request input from Professional Services Section - Tender Preparation area*)
- Deliverables completed/submitted within specified/approved time lines?
- Provide technically sound information?
- Produce well documented findings?
- Allow adequate time for INFTRA review?
- Comply with milestone dates, within acceptable limits?
- Produce product quality in accordance with terms of reference or contract guidelines?
- Conduct timely environmental and historical resources assessments to allow for timely application of regulatory approvals?

CONSTRUCTION SUPERVISION AND CONTRACT ADMINISTRATION

For the following areas:

Including: preconstruction meeting, material fabrication inspection, construction inspection/supervision, quality assurance, approval of overruns, contract claims, interpretation of specifications, public interface, problem resolution, communication with contractor, compliance with OH&S regulations, environmental management, reporting requirements, public safety/traffic, estimated quantities versus actual, monthly progress estimates, documentation (diaries, field books)

Did the Consultant...

- Deal responsively with contract specification interpretation?
- Resolve appropriately site problems, claims or disputes?
- Provide timely inspections, testing and reporting?
- Demonstrate effective interaction with contractors?
- Deliver project field components well, including traffic accommodation and public safety?
- Maintain appropriate lines of communication?
- Deliver timely, accurate and acceptable progress payments?
- Obtain necessary approvals for extra work and unit price additions?
- Ensure safety and environmental plans are followed by contractor?

PUBLIC COMMUNICATIONS AND INVOLVEMENT

For the following areas:

Including: liaison (CTA, railways), public consultation

Did the Consultant...

- Communicate with and involve stakeholders appropriately?
- Document public involvement and use the results in decisions, where appropriate?

PROJECT MANAGEMENT

For the following areas:

Including: milestone dates, communication with project sponsor, invoices, contract claims, deficiencies follow-up, worker safety, extra work orders, corporate support, prime consultant responsibilities, disbursements, modified agreement amount, expenditure control and fiscal responsibility, projected expenditure forecasts/reports, completeness of design and tender package (number of addenda to contract)

Did the Consultant...

- Meet the terms of agreement, on budget, in time with minimal intervention?
- Demonstrate good expenditure control and fiscal responsibility?
- Manage expenditure reporting and tracking well?
- Track/report on project progress/schedule?
- Manage scope change effectively?
- Provide accurate and clear forecasts, reports and invoices?
- Anticipate errors or omissions and handle them?
- Communicate with Project Sponsor and resolve significant issues?
- Assign staff that performed effectively in compliance with applicable regulations?
- Provide appropriate corporate management to the Project?
- Assign resources to ensure optimum project delivery?
- Communicate effectively with the contractors?

STAFF PERFORMANCE

For the following areas:

Including: assigned staff, consultant's professional conduct, personnel listed in proposal or approved substitutes, development/training of personnel, working relationship, problem solving skills, personal and technical suitability, ability to lead/adapt/respond, consultant staff/sub-consultant performance

Did the Consultant...

- Provide staff suited for the assignment based on competence, expertise and experience?
- Demonstrate corporate responsibility for actions and outcomes?
- Provide staff as specified in the proposal or where approved, equivalent substitutes?
- Designate appropriate involvement and time allocation of key personnel, as specified in the proposal?

ADDITIONAL CRITERIA:

EVALUATION CHECKLIST
Studies, (Functional Planning, Environmental Planning)

Agreement (CE) Number:	Contract Number:	Region/Branch:
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The following suggested criteria are for guidance purposes only. The Project Sponsor, in meeting with the consultant, will add project specific criteria where appropriate.

INNOVATION

For the following areas:

Including: identification of issues/problems, innovative methods or solutions, justification of recommendations

Did the Consultant...

- Explore and evaluate all feasible alternatives?
- Consider all key factors as well as life cycle?
- Recommend/Select the most cost-effective, optimal solution(s)?
- Implement innovative or new technology/methodology improvements?

DELIVERABLES

For the following areas:

Including: practical, logical & useful, general appearance and layout, requested formats/drafting standards, provision of electronic files, schedules/timeliness, utility/ownership/topographic information, right-of-way identification/documentation, operation, collision, traffic analysis, bridge planning analysis/assessment, intersection/interchange analysis, access management, environmental/historical investigation, planning council or other presentation(s), justification of recommendations,

Did the Consultant...

- Provide accurate and complete records?
- Deliverables completed/submitted within specified/approved time lines?
- Provide technically sound information?
- Produce well documented findings?
- Comply with milestone dates, within acceptable limits?
- Produce product quality in accordance with terms of reference or contract guidelines?

PUBLIC COMMUNICATIONS AND INVOLVEMENT

For the following areas:

Including: initial/follow up communication with stakeholders, responses to questions, performance in dealing with people, public notification, selection of facilities, process and input documentation, exhibits and information, sufficient staffing of open houses

Did the Consultant...

- Communicate with and involve stakeholders appropriately?
- Document public involvement and use the results in decisions, where appropriate?

PROJECT MANAGEMENT

For the following areas:

Including: milestone dates, corporate support, completeness/all areas covered, adherence to appropriate standards, identification and resolution of problems, timely meetings/minutes, investigation, cost control, communication with Project Sponsor, sequence of project tasks

Did the Consultant...

- Meet the terms of agreement, on budget, in time with minimal intervention?
- Demonstrate good expenditure control and fiscal responsibility?
- Manage expenditure reporting and tracking well?
- Track/report on project progress/schedule?
- Manage scope change effectively?
- Provide accurate and clear forecasts, reports and invoices?
- Anticipate errors or omissions and handle them?
- Communicate with Project Sponsor and resolve significant issues?
- Assign staff that performed effectively in compliance with applicable regulations?
- Provide appropriate corporate management to the Project?
- Assign resources to ensure optimum project delivery?

STAFF PERFORMANCE

For the following areas:

Including: assigned staff, consultant's professional conduct, personnel listed in proposal or approved substitutes, development/training of personnel, working relationship, problem solving skills, personal and technical suitability, ability to lead/adapt/respond, consultant staff/sub-consultant performance

Did the Consultant...

- Provide staff suited for the assignment based on competence, expertise and experience?
- Demonstrate corporate responsibility for actions and outcomes?
- Provide staff as specified in the proposal or where approved, equivalent substitutes?
- Designate appropriate involvement and time allocation of key personnel, as specified in the proposal?

ADDITIONAL CRITERIA:

Agreement (CE) Number:	Contract Number:	Region/Branch:
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The following suggested criteria are for guidance purposes only. The Project Sponsor, in meeting with the consultant, will add project specific criteria where appropriate.

For the following areas:

Including: Concept design, preliminary and detail engineering, procurement and contracting, construction and contract administration and resident site services

INNOVATION

Did the Consultant...

- Explore and evaluate all feasible alternatives?
- Consider all key factors as well as life cycle?
- Recommend/Select the most cost-effective, optimal solution(s)?
- Implement innovative or new technology/methodology improvements?

For the following areas:

Including: concept or preliminary design report, geotechnical and environmental assessments, design memorandum, contract tender package, construction reports and record drawings

DELIVERABLES

Did the Consultant...

- Provide accurate and complete designs, tender packages, and reports? (Request input from Professional Services Section - Tender Preparation Area)
- Deliverables completed/submitted within specified approved timelines?
- Provide technically sound information?
- Produce well documented findings?
- Allow adequate time for INFTRA project review?
- Comply with milestone dates, within acceptable limits?
- Produce product quality in accordance with terms of reference or contract guidelines?
- Conduct timely environmental and historical resources assessments to allow for timely application of regulatory approvals?

CONSTRUCTION SUPERVISION AND CONTRACT ADMINISTRATION

For the following areas:

Including: preconstruction meeting, material fabrication inspection, construction inspection/supervision, quality assurance, approval of overruns, contract claims, interpretation of specifications, public interface, problem resolution, communication with contractor, compliance to OH&S regulations, environmental management, reporting requirements, public safety/traffic, estimated quantities versus actual, monthly progress estimates, documentation (diaries, field books)

Did the Consultant...

- Deal responsively with contract specification interpretation?
- Resolve appropriately site problems, claims or disputes?
- Provide timely inspections, testing and reporting?
- Demonstrate effective interaction with contractors?
- Deliver project field components well, including traffic accommodation and public safety?
- Maintain appropriate lines of communication?
- Deliver timely, accurate and acceptable progress payments?
- Obtain necessary approvals for extra work and unit price additions?
- Ensure safety and environmental plans are followed by contractor?
- Ensure all regulatory documents that are to be posted are posted?

PUBLIC COMMUNICATIONS AND INVOLVEMENT

For the following areas:

Including: communication with stakeholder, public consultation, responses to questions, exhibits and information

Did the Consultant...

- Communicate with and involve stakeholders appropriately?
- Document public involvement and use the results in decisions, where appropriate?

PROJECT MANAGEMENT

For the following areas:

Including: milestone dates, communication with project sponsor, invoices, contract claims, deficiencies follow-up, worker safety, extra work orders, corporate support, prime consultant responsibilities, disbursements, modified agreement amount, projected expenditure forecasts/reports, completeness of design (number of addenda to contract)

Did the Consultant...

- Meet the terms of agreement, on budget, in time with minimal intervention?
- Manage expenditure reporting and tracking well?
- Demonstrate good expenditure control and fiscal responsibility?
- Track/report on project progress/schedule?
- Manage scope change effectively?
- Provide accurate and clear forecasts reports and invoices?
- Anticipate errors or omissions and handle them?
- Communicate with Project Sponsor and resolve significant issues?
- Communicate effectively with the contractors?
- Assign staff that performed effectively in compliance with applicable regulations?
- Provide appropriate corporate management to the Project?
- Assign resources to ensure optimum project delivery?

STAFF PERFORMANCE

For the following areas:

Including: assigned staff, consultant's professional conduct, personnel listed in proposal or approved substitutes, development/training of personnel, working relationship, problem solving skills, personal and technical suitability, ability to lead/adapt/respond, consultant staff/sub-consultant performance

Did the Consultant...

- Provide staff suited for the assignment based on competence, expertise and experience?
- Demonstrate corporate responsibility for actions and outcomes?
- Provide staff as specified in the proposal or where approved, equivalent substitutes?
- Designate appropriate involvement and time allocation of key personnel, as specified in the proposal?

ADDITIONAL CRITERIA:

Agreement (CE) Number:	Contract Number:	Region/Branch:
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The following suggested criteria are for guidance purposes only. The Project Sponsor, in meeting with the consultant, will add project specific criteria where appropriate.

For the following areas:

Including: identification of issues/problems, innovative methods or solutions, justification of recommendations

INNOVATION

Did the Consultant...

- Explore and evaluate all feasible alternatives?
- Consider all key factors as well as life cycle?
- Recommend/Select the most cost-effective, optimal solution(s)?
- Implement innovative or new technology/methodology improvements?

For the following areas:

Including: practical, logical & useful, general appearance and layout, utility/ownership/topographic information, requested formats/drafting standards, right-of-way identification/documentation, provision of electronic files, schedule/timelines, planning council or other presentation(s), environmental/historical investigation, justification of recommendations

DELIVERABLES

Did the Consultant...

- Provide accurate and complete records?
- Deliverables completed/submitted within specified/approved time lines?
- Provide technically sound information?
- Produce well documented findings?
- Comply with milestone dates, within acceptable limits?
- Produce product quality in accordance with terms of reference or contract guidelines?

PUBLIC COMMUNICATIONS AND INVOLVEMENT

For the following areas:

Including: initial/follow up communication with stakeholders, responses to questions, performance in dealing with people, public notification, selection of facilities, process and input documentation

Did the Consultant...

- Communicate with and involve stakeholders appropriately?
- Document public involvement and use the results in decisions, where appropriate?

PROJECT MANAGEMENT

For the following areas:

Including: milestone dates, corporate support, completeness/all areas covered, adherence to appropriate standards, identification and resolution of problems, timely meetings/minutes, investigation, cost control, communication with Project Sponsor, sequence of project tasks

Did the Consultant...

- Meet the terms of agreement, on budget, in time with minimal intervention?
- Demonstrate good expenditure control and fiscal responsibility?
- Manage expenditure reporting and tracking well?
- Track/report on project progress/schedule?
- Manage scope change effectively?
- Provide accurate and clear forecasts, reports and invoices?
- Anticipate errors or omissions and handle them?
- Communicate with Project Sponsor and resolve significant issues?
- Assign staff that performed effectively in compliance with applicable regulations?
- Provide appropriate corporate management to the Project?
- Assign resources to ensure optimum project delivery?

STAFF PERFORMANCE

For the following areas:

Including: assigned staff, consultant's professional conduct, personnel listed in proposal or approved substitutes, development/training of personnel, working relationship, problem solving skills, personal and technical suitability, ability to lead/adapt/respond, consultant staff/sub-consultant performance

Did the Consultant...

- Provide staff suited for the assignment based on competence, expertise and experience?
- Demonstrate corporate responsibility for actions and outcomes?
- Provide staff as specified in the proposal or where approved, equivalent substitutes?
- Designate appropriate involvement and time allocation of key personnel, as specified in the proposal?

ADDITIONAL CRITERIA:

SERVICE CONTRACT TEMPLATES FOR LOW RISK ASSIGNMENTS

SERVICE CONTRACT – PROFESSIONAL / TECHNICAL SERVICES

(For work not exceeding \$25,000.00)

CONSULTANT: _____	CONTACT PERSON: _____ .
ADDRESS: _____ .	
☎: (__) _____	Fax: (__) _____ .
DEPT. CONTACT PERSON: _____	LOCATION: _____ .
☎: (__) _____	Fax: (__) _____ .

<p>Description of Work/Services to be provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>The Work is considered to be _____ (low or high) hazard work as defined by the Occupational Health and Safety Regulations.</i></p>
--

Lump Sum / Upset Fee: \$ _____ (not to exceed \$25,000.00)

LENGTH OF CONTRACT: From: _____ to _____ .

CERTIFICATE OF RECOGNITION (COR) No.: _____ . (Mandatory for high hazard work)

Expiry Date: _____ .

PAYMENT TERMS:

"This is to certify that the services ordered/purchased hereby are being purchased by Alberta Infrastructure and Transportation, which is part of the Alberta Crown or is listed as a tax free Alberta Government agency, and are therefore not subject to the Goods and Services Tax."

CONDITIONS AND SPECIAL PROVISIONS

1. The Minister agrees to pay the Consultant for providing the services at the quoted lump sum or at the quoted rates up to the upset fee upon submission of an appropriate invoice and subject always to the approval of the Minister.
2. The Consultant shall hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs whatsoever, which may arise directly or indirectly out of any act or omission of the Consultant, his employees, agents or sub-Consultants, in the performance of the Work. This hold harmless shall survive this Agreement.
3. The Minister shall not be liable nor responsible for any bodily or personal injury or property damage of an nature whatsoever may that be suffered or sustained by the Consultant, his employees or agents in the performance of this Agreement.
4. All work shall be done in accordance with the applicable sections of Alberta Infrastructure and Transportation's "Engineering Consultant Guidelines for Primary Highway Projects", latest edition, or as directed.
5. Drawings produced under this agreement shall be dated and sealed with the consultant's APEGGA stamp or seal, and the permit stamp. The consultant shall be responsible for all work performed, including work done by sub-consultants.
6. The Consultant shall, at his own expense and without limiting his liabilities herein, insure his operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability. The Consultant shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than \$1,000,000.
7. The Consultant agrees to provide skilled, well trained and experienced employees.

8. The Consultant shall possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety. The small employers certificate of recognition (for employers with less than ten employees) is not considered acceptable.
9. The Consultant shall familiarize himself, his staff and his subconsultants with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Consultant acknowledges that he is and assumes all of the responsibilities and duties of, the Prime Contractor as defined by the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder.
10. The Consultant is designated the Prime Contractor for the Work. As Prime Contractor, the Consultant shall, to the extent required by the Occupational Health and Safety Act, establish and maintain a Health and Safety system or process to ensure compliance to the Act by his subconsultants/owner operators.
11. The Consultant shall maintain Workers' Compensation Insurance in the amount required by the Workers' Compensation Board. In the event the Consultant is performing work as defined in the Occupational Health and Safety Regulations and the Consultant is a proprietor or performs an exempt activity as defined by the Workers' Compensation Board, then the Consultant shall hold and maintain Workers' Compensation Insurance personal coverage throughout the length of this Agreement.
12. If for any reason the Consultant fails to provide services satisfactorily to Alberta Infrastructure and Transportation, or comply with the conditions and special provisions of this Agreement, the Agreement may be terminated by the Minister or his representative upon providing written notice to the Consultant.
13. As required by the Conflicts of Interest Act (Alberta) no member of the legislative assembly or person directly associated with a member, as defined in the Act, shall enter into this Agreement.
14. All information, records, data and documents collected or generated by the Consultant under this Agreement is the property of the Minister and is subject to the Freedom of Information Protection and Privacy Act as well as other regulatory requirements governing the management of Personal Information.
15. The Consultant shall treat all information as confidential during as well as after termination of the Agreement unless the Minister gives express written permission otherwise. The Consultant shall not permit the use of any information for any purpose without prior written permission of the Minister.
16. The Consultant warrants that it has not pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Consultant's obligations to the Minister. Should such an interest be acquired, the Consultant shall declare it immediately to the Minister. The Minister will upon receipt of the declaration take whatever action the Minister deems appropriate.

Special Note for Work identified as "High Hazard" under the OH&S Regulations:

- **If Consultant does not possess a valid Certificate of Recognition (COR) that is both relevant to the Work being performed, and recognized by Alberta Human Resources and Employment, Workplace Health and Safety, the Service Agreement may only be approved by Regional Director / Executive Director or higher Expenditure Officer.**

I/We understand and Agree to the Terms & Conditions, which form part of this agreement.

Consultant: _____ Name(printed): _____ .
 Date: _____ .

To be Completed by an Expenditure Officer with Alberta Infrastructure and Transportation

This Agreement is hereby accepted and approved on behalf of Alberta Infrastructure and Transportation

Expenditure Officer: _____ Name (printed): _____ .
 Date: _____ Job Number: _____ (if applicable)
 Account Code: _____ Program Code: _____ Org Code: _____ .
 (if applicable) mandatory mandatory

SERVICE CONTRACT – CONSTRUCTION / MAINTENANCE

(For work not exceeding \$50,000.00)

CONTRACTOR: _____.	CONTACT PERSON: _____.
ADDRESS: _____.	
☎: (__) _____	Fax: (__) _____.
DEPT. CONTACT PERSON: _____	LOCATION: _____.
☎:(__) _____	Fax: (__) _____ .

Description of Work/Services to be provided:

Lump Sum / Upset Fee: \$_____ (not to exceed \$50,000.00)

LENGTH OF CONTRACT: From:_____ to_____.

CERTIFICATE OF RECOGNITION (COR) No.: _____.

Expiry Date: _____ .

PAYMENT TERMS:

"This is to certify that the services ordered/purchased hereby are being purchased by Alberta Infrastructure and Transportation, which is part of the Alberta Crown or is listed as a tax free Alberta Government agency, and are therefore not subject to the Goods and Services Tax."

CONDITIONS AND SPECIAL PROVISIONS:

1. The Minister agrees to pay the Contractor for providing the services at the quoted lump sum or at the quoted rates up to the upset fee upon submission of an appropriate invoice and subject always to the approval of the Minister.
2. The Contractor shall hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs whatsoever, which may arise directly or indirectly out of any act or omission of the Contractor, his employees, agents or sub-contractors, in the performance of the Work. This hold harmless shall survive this Agreement.
3. The Minister shall not be liable nor responsible for any bodily or personal injury or property damage of an nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.
4. The Contractor shall, at his own expense and without limiting his liabilities herein, insure his operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.
5. The Contractor agrees to provide skilled, well trained and experienced employees.

6. The Contractor shall possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety. The small employers certificate of recognition (for employers with less than ten employees) is not considered acceptable.
7. The Contractor shall familiarize himself, his staff and his subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that he is and assumes all of the responsibilities and duties of the Prime Contractor as defined by the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder.
8. As Prime Contractor, the Contractor shall, to the extent required by the Occupational Health and Safety Act, establish and maintain a Health and Safety system or process to ensure compliance to the Act by his subcontractors/owner operators.
9. The Contractor shall maintain Workers' Compensation Insurance in the amount required by the Workers' Compensation Board. In the event the Contractor is performing work as defined in the Occupational Health and Safety Regulations and the Contractor is a proprietor or performs an exempt activity as defined by the Workers' Compensation Board, then the Contractor shall hold and maintain Workers' Compensation Insurance personal coverage throughout the length of this Agreement.
10. If for any reason the Contractor fails to provide services satisfactorily to Alberta Infrastructure and Transportation, or comply with the conditions and special provisions of this Agreement, the Agreement may be terminated by the Minister or his representative upon providing written notice to the Contractor.
11. As required by the Conflicts of Interest Act (Alberta) no member of the legislative assembly or person directly associated with a member, as defined in the Act, shall enter into this Agreement.
12. All information, records, data and documents collected or generated by the Contractor under this Agreement is the property of the Minister and is subject to the Freedom of Information Protection and Privacy Act as well as other regulatory requirements governing the management of Personal Information.
13. The Contractor shall treat all information as confidential during as well as after termination of the Agreement unless the Minister gives express written permission otherwise. The Contractor shall not permit the use of any information for any purpose without prior written permission of the Minister.
14. The Contractor warrants that it has not pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Contractor's obligations to the Minister. Should such an interest be acquired, the Contractor shall declare it immediately to the Minister. The Minister will upon receipt of the declaration take whatever action the Minister deems appropriate.

Special Note: If Contractor does not possess a valid Certificate of Recognition (COR) that is both relevant to the Work being performed, and recognized by Alberta Human Resources and Employment, Workplace Health and Safety, then the Service Agreement may only be approved by Regional Director or Executive Director level.

I/We understand and Agree to the Terms & Conditions, which form part of this agreement.	
Contractor: _____	Name(printed): _____ .
Date: _____ .	

To be Completed by an Expenditure Officer with Alberta Infrastructure and Transportation		
This Agreement is hereby accepted and approved on behalf of Alberta Infrastructure and Transportation		
Expenditure Officer: _____	Name (printed): _____ .	
Date: _____ .	Job Number: _____ . (if applicable)	
Account Code: _____ (if applicable)	Program Code: _____ mandatory	Org Code: _____ . mandatory

c.c.: Professional Services Section

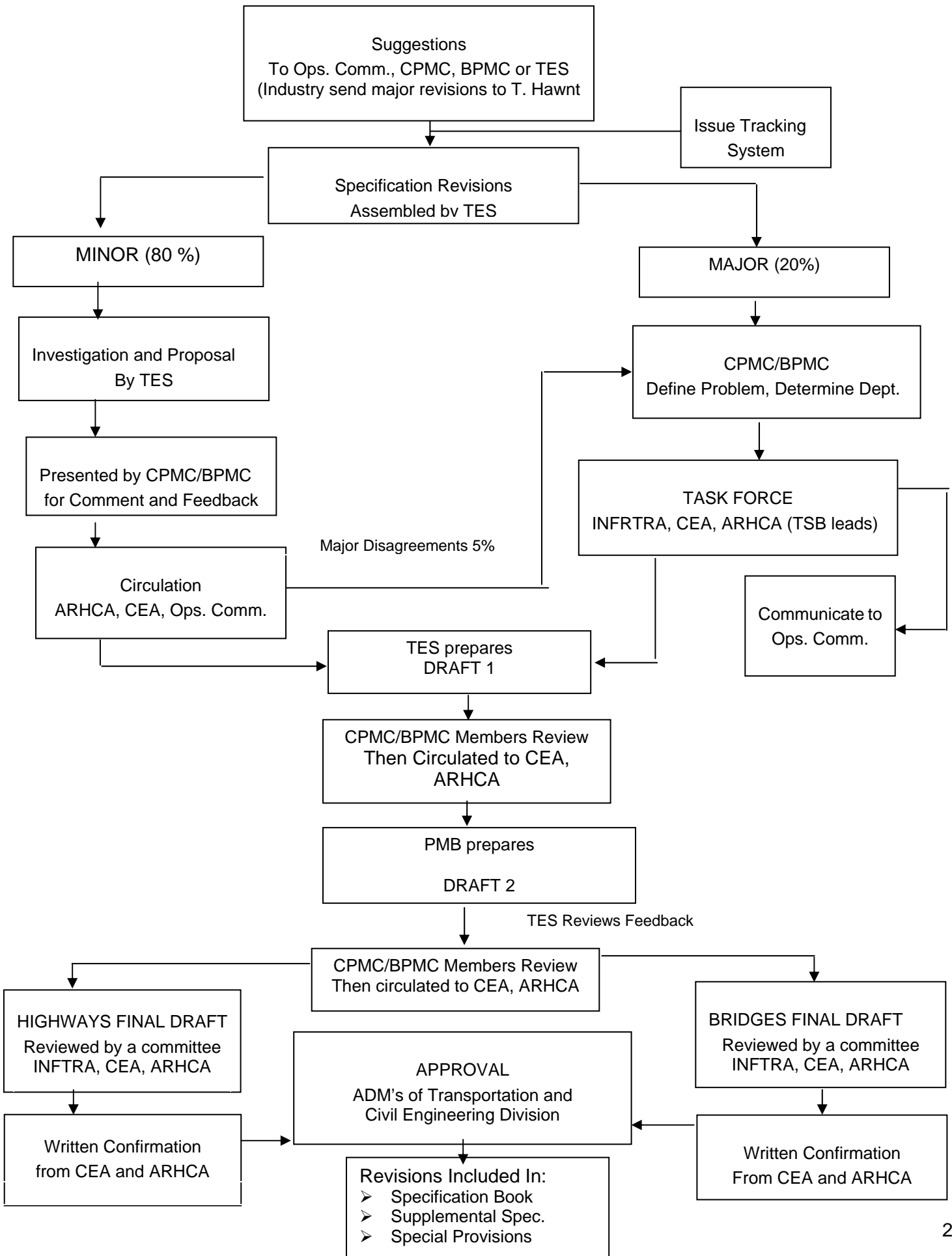
SPECIFICATIONS

SPECIFICATION REVISIONS

The process of revising highway and bridge construction specifications will be as follows:

1. Suggested major revisions from CEA and ARHCA, will be channelled through the Executive Director of Program Management Branch who will monitor and coordinate the resolution of revisions. Other concerns with specifications arising at the operational level will be brought forward at the Operations Committee, at CPMC, BPMC or the Technical Standards Branch.
2. Technical Standards Branch will identify issues that arise from their field visits and engineering reviews and identified through ongoing contact with the regions, consultants and contractors. The Executive Director of Program Management Branch will be notified of any potential problems. Any area of concern will be raised with CPMC or BPMC. Technical Standards Branch will deal with problems that need a quick resolution via ad-hoc meetings with regional staff and stakeholders as the need requires.
3. For all major revisions, CPMC/BPMC will discuss and scope the extent of the problem, determine the department position, define the Terms of Reference and set time lines for the resolution of the problem. The Executive Director of Program Management Branch will review and modify the Terms of Reference as needed to accurately reflect current department position.
4. Technical Standards will review all the suggested modifications immediately and will carry out research, and provide recommended changes to Program Management Branch (either minor or major) according to the Flow Chart (attached).
5. All the minor changes will be investigated and proposed changes will be presented to CPMC or BPMC for further input and modification.
6. The revised minor changes will then be circulated to ARHCA and CEA for comment and feedback.
7. Program Management will take major changes to CPMC/BPMC and AT/CEA/ARHCA Operations Committee. Task forces will be set up as required for resolution of these issues.
8. All specifications will be finalized by Program Management Branch
9. Confirmation of the changes will be required from the stakeholders, CEA and ARHCA.
10. Program Management Branch will get all the approvals from the Assistant Deputy Minister of Transportation and Civil Engineering Division and incorporate the changes in the Standard and Supplemental Specification Books.
11. The specification books are typically, but not always, updated on an annual basis. The specifications are available, both on-line and for sale in booklet form one month before the implementation date as agreed by Department/CEA/ARHCA. (Usually available by August 1st)

FLOWCHART FOR SPECIFICATION REVISIONS



PROCESS FOR THE DEVELOPMENT AND IMPLEMENTATION OF CONSTRUCTION BULLETINS

The Department strives to ensure that contract specifications and Department manuals pertaining to highway/bridge construction, detail all items required for the proper delivery of a project in a clear and concise manner. This helps ensure that all projects can be administered consistently and in accordance with the Department's intent.

If an ambiguity is identified in these documents, the Department will develop and issue a Construction Bulletin. The intent of a Construction Bulletin is to clarify an existing highway/bridge construction specification or construction process that is not adequately addressed in the Department's specifications or procedures manuals (e.g. ECGHBP Vol. 2, Project Administration Manual, and Traffic Accommodation in Work Zones Manual).

A Construction Bulletin will remain in effect until the issue is adequately addressed in a new edition of the specification or manual.

Construction Bulletins will not be used to change existing specifications or contractual requirements.

The process for developing and implementing Construction Bulletins is as follows:

1. Issues can be identified by any party, the Department, Consultants or Contractors. Issues are to be referred to Technical Standards Branch. Issues identified by a Consultant or Contractor during a project must be submitted via the Department's Project Sponsor.
2. The issue will be reviewed jointly by Technical Standards Branch, Program Management Branch and the Project Sponsor and a draft Bulletin will be prepared for consideration by the CPMC and/or BPMC committees.
3. Once any input from CPMC and/or BPMC has been addressed, the draft Bulletin will be tabled at OPS Committee for industry input.
4. The Bulletin will be finalized considering the input received from industry, and then approved in principle by CPMC and/or BPMC. A specific identification number will be assigned and formal approval obtained.
5. The approved Construction Bulletin will be distributed by Technical Standards Branch to Department personnel (Regional Directors, Construction/Bridge Managers and Engineers, Professional Services and Technical Standards Branch, Regional Safety Officers, Department Safety Officer), the CEA and ARHCA. Electronic copies will also be sent to all pre-qualified consultants as is presently done with specification amendments.
6. The approved Bulletins will also be posted on the Technical Standards Branch web page (and linked to the Professional Services web page).
7. Bulletins will be rescinded (including formal notification to the distribution list) once the appropriate changes have been made to the specifications or manuals.

REGIONAL TENDERS

TENDERING PROCEDURES FOR REGIONAL CONTRACTS

EDITION 3

August 31, 2006

Tendering Procedures for Regional Contracts

A. GENERAL

These procedures are intended to assist Department staff in administering the tendering process for contracts tendered by the Department's Regional offices. Typically, tendering through the Regional Offices is used for projects where projects have a low estimated cost, an emergency situation develops and time is of the essence, or for work considered too minor for tendering through the Department's Central Office. If clarification of these procedures or additional assistance in tendering projects is required, contact Professional Services Section (Professional Services).

B. AUTHORITY TO TENDER

1. TENDERING PROJECTS THROUGH REGIONAL OFFICES

Regional Tenders are generally used where the estimated costs of projects are less than \$100,000.

Where the estimated cost of a project exceeds \$100,000 and the Project Sponsor believes that a Regional Tender is appropriate, the Project Sponsor must first obtain Contract Review Committee (CRC) approval prior to locally advertising a Tender or inviting bidders to submit Tenders. The Project Sponsor shall prepare a briefing note, for CRC's consideration, describing the project and providing the rationale behind his recommendation for a Regional Tender. The briefing note shall be submitted to the Director, Professional Services, who will present the proposal to CRC.

C. TENDERING THE PROJECT

1. PUBLIC AND INVITED TENDERS

For projects valued more than \$50,000, potential contractors shall be selected through a competitive process. The Project Sponsor has the option of advertising the project in local newspapers or inviting three or more competent contractors to submit bids for the project.

See the Expenditure Officer Authorities Guidelines for specific information on the authorities required for approving sole-source tenders and competitive tenders.

2. APPROVAL TO TENDER

The Project Sponsor shall contact Professional Services to obtain a Regional Tender number. The Project Sponsor will need to provide Professional Services with the following project specific information:

- project name;
- project description;
- estimated project cost;
- anticipated tender/invitation date;
- anticipated tender/invitation closing date; and
- construction completion date.

Tendering Procedures for Regional Contracts

3. TENDER DOCUMENTS

Regional Tender Templates are provided on the Department's Internet Site at <http://www.trans.gov.ab.ca:81/doctype29/Production/pro012.htm>

The Project Sponsor should not deviate from this format without first discussing any proposed changes with Professional Services.

Regional Tender documents will typically include the following:

- Instructions to Bidders;
- Tender Forms;
- Tender Amendment Forms;
- Contract Forms;
- Special Provisions;
- Specification Amendments (if required);
- Supplemental Specification (if required);
- Plans and Permits; and
- Addenda

General Specification 1.1 & 1.2 shall be used for all Regional Tenders. It is important to note, however, that these specifications were developed specifically for the Department's major highway and bridge construction projects tendered by Central Office and that they may, therefore, contain provisions which are not applicable for the smaller scale projects typically tendered through the Regional offices.

Clauses within the General Specifications which may need to be modified or deleted are those pertaining to Security/Bonding, Holdback, Site Occupancy, Failure to Complete On Time (Liquidated Damages), and Contractor's Warranty. The Project Sponsor should confirm the requirements for these clauses with Professional Services when preparing the Tender documents. If modifications to these standard clauses are necessary, such modifications shall be included within the Special Provisions.

A returnable envelope clearly showing the project description, contract number, office address to which the package is to be returned, a space for the Contractor's name and address in the top left corner and the closing date in the bottom right corner of the envelope must also be included.

4. INVITING BIDS OR ADVERTISING THE TENDER

In most situations, it is easier for the Project Sponsor to invite bids than it is to advertise the project locally. Typically, an Invitational Tender requires a shorter tender period than an advertised Tender. In addition, by inviting Bidders, the risk that prospective bidders may miss the newspaper advertisement is eliminated. If the Project Sponsor has hired a Consultant to administer the project on his behalf, the responsibility for inviting Bidders can be delegated to the Consultant.

Tendering Procedures for Regional Contracts

For an Invitational Tender, at least three competent bidders must be invited. A competent bidder is typically considered any contractor who:

- has the equipment and skills necessary to complete the work;
- has a Certificate of Recognition (COR) which is relevant to their industry and which is recognised by Alberta Human Resources and Employment, Workplace Health and Safety. [Note: A Small Employers Certificate of Recognition (for employers with less than ten employees) is not considered acceptable.]

If the Project Sponsor feels that there is sufficient contracting expertise available within the local area to ensure competitive bidding, then the Project Sponsor may elect to locally advertise the project. Typically, the Project Sponsor will prepare a draft advertisement (“Dummy Sheet”), select the newspapers in which the advertisement is to appear, and submit the draft advertisement to Professional Services. Professional Services will arrange for placement of the advertisement on behalf of the Region.

A typical advertisement includes a description of the work, the date and location(s) that tenders will be available for pickup and the location and deadline for submission of tenders. The tendering period is generally two weeks. When possible, tenders for similar work should be scheduled to be opened on different days to help ensure that competitive prices are received on all projects.

5. ISSUING TENDER DOCUMENTS AND ADDENDA

Tender documents are issued at the originating Regional office or the office of the Consultant. Tender documents may be couriered (c.o.d.) to contractors upon request. Alternatively, electronic copies of the Tender documents (in adobe acrobat format) may be e-mailed to prospective bidders. However, due to the occasional unreliability of e-mail, it is essential that manual confirmation of e-mail receipt is performed.

The issuing of addenda is the responsibility of the office tendering the project.

If addenda are required, the addenda must be issued to all parties who have picked up or received a copy of the Tender document. As a rule, addenda should not be issued within two days of the tender closing date. If an addendum is required within two days of the tender closing date, then the tender closing date shall be extended to allow prospective Bidders a reasonable opportunity to make any necessary adjustments to their Tender submission. Faxing addenda is permitted and encouraged provided that all Bidders are given equitable and consistent access to relevant information.

When a Tender package is picked up by, or delivered to, a contractor, that contractor is considered to be a potential Bidder and the following records must be maintained:

- Contract Number and “Contract Set Number”;
- Name and mailing address, courier address, phone number and fax number of the contractor picking up or receiving a tender package;
- Date that the package was picked up or sent; and
- Name and mailing address, courier address, phone number and fax number of the contractor receiving the addendum.

Tendering Procedures for Regional Contracts

The list of potential Bidders who pick up Tender documents may be made public prior to the Tender opening unless the originating office sees a potential for fewer than three bids to be received for the project. In these cases, to avoid the possibility of giving any one Bidder an unfair advantage, the list of potential Bidders must be kept confidential.

6. RECEIVING TENDERS

All Tenders shall be received at the office where the Tenders are scheduled to be opened.

Contractors may only submit Tenders to the address shown on the Tender documents. Regional offices **must not** accept Tenders which are destined to be opened in another location and **must not** agree to forward a Tender package on behalf of a contractor.

When a contractor submits a Tender, the person receiving the Tender must check that the correct envelope has been used, that it is sealed, that the Contractor's name is shown on the envelope, and that the closing date and time has not expired. The person receiving the Tender must also record the date and time that the Tender was received and initial the outside of the envelope in which the Tender is submitted. This information is recorded, for each Tender, in the "Tender Log Binder".

The Auditor General requires that, when a Tender is received, it must be placed immediately in a secure location, such as a lockable cabinet or safe under the control of a senior employee of the Department or Consultant.

Prior to the Tender opening, sealed Tenders may be returned to contractors for modification or withdrawal by written notification and proof of identification only.

All Tenders received after the closing date and time shall be returned unopened to the appropriate contractor.

D. AWARDING THE CONTRACT

1. TENDER OPENING

Prior to the time scheduled for opening Tenders, a Bidders List Sheet showing the contract number, opening/completion dates, project description, type of work, and the name of each contractor who has submitted a Tender must be prepared. The type of bid deposit, tender amount, and any fax change amount will be entered on this sheet as the Tenders are opened and the information is read out.

The names of the contractors on the Bidders List Sheet must be verified with the Tender Log Binder prior to opening Tenders.

Tenders are to be opened in public at the designated time and place. Anyone may attend. If no one from the public arrives, the opening should still proceed as described.

It is necessary to have a senior department engineer or manager and at least one other department employee to participate in the Tender opening.

Tendering Procedures for Regional Contracts

The process commences by the person opening Tenders announcing the project description for each set of Tenders that are to be opened that day.

After opening an envelope containing a tender, it must be confirmed that the following is in order before announcing the contractor's name:

- The Tender in the envelope is for the same project as that which is written on the envelope.
- The Tender is submitted on the correct form.
- The total Tender Amount is completed.
- The Tender Form is signed.
- There is a form of bid security which must be one of the following:
 - an original valid bid bond (not a copy) for the correct project, equal to 10% of the Tender amount, dated later than the Tender opening date, signed and sealed by the Bidder and the Bonding Company; or
 - a certified cheque, money order or bank draft (equal to 10% of the Tender amount), in favour of the Minister of Finance, correctly dated and signed. Cash is not acceptable due to handling and security concerns.

If the above is in order, then the contractor's name, the type and value of bid security, and the total tender amount is announced. **(Note: If there is any doubt as to the validity of the Tender submission, it should be "read out" at the Tender Opening.)** The relevant information is also entered on the Bidders List Sheet. **(Note: Individual unit prices must not be announced in Public.)**

After all Tenders received for a project have been opened, the process is repeated for any other projects as applicable. Once the Tenders for all projects have been opened, the "Tender Opening" is closed. **(Note: Contracts must not be awarded to the lowest bidder at this point.)**

2. REVIEWING AND REJECTING TENDERS

Tenders which are received after the closing date and time shall be rejected and returned to the contractor unopened.

Tenders, which fail to meet all the criteria set out in the previous section entitled Tender Opening, may be rejected at the public Tender Opening. In these cases, the Tender amount, name of the Bidder, and reason for rejection shall not be disclosed at the Tender Opening. The person opening the Tenders must only announce that "this Tender is rejected".

It is important to note that any tenders which are rejected at the Tender Opening cannot be subsequently accepted. Therefore, **if there is any doubt as to the validity of the Tender submission, it should be "read out" at the Tender Opening.** The Department's Tender Administration Section (Tender Administration) should then be contacted for clarification or assistance. If conditions for rejection are confirmed after the Tender Opening, the Tender may be rejected at that time. **(Note: CRC approval is required for rejection of non-compliant, apparent low bidder, for any reason.)**

When a Tender is rejected, the contractor should be contacted by telephone followed by the written notification of the reason for the rejection. The bid deposit is also returned at this time.

Tendering Procedures for Regional Contracts

3. REQUEST TO WITHDRAW AN OPENED TENDER

Under normal circumstances, a Bidder may not withdraw his Tender after the date and time set for opening Tenders.

Any request to withdraw a Tender which has been opened is to be considered a serious matter which has the potential of resulting in a claim by either the Bidder requesting to withdraw the Tender or the other Bidders who submitted Tenders for the project. When a request to withdraw an opened Tender is received, it should be considered in consultation with Tender Administration.

It is important to note that, regardless of Tender value, approval from CRC is required for any withdrawal of Tender after the date and time set for opening of Tenders. The Project Sponsor shall prepare a briefing note for CRC that describes the project, explains the reasons why the Contractor has requested the withdrawal of his Tender, and provides a recommendation to either accept or deny the request to withdraw the Tender. The briefing note shall be submitted to the Director, Tender Administration, who will present the matter to CRC.

4. CONTRACT AWARD

Immediately following the Tender opening, it is necessary to ensure that all Bidders are safety accredited/certified through a recognized Certification Program. Contact the Alberta Construction Safety Association or the Bidder in question and ask him to produce a copy of his Certification of Recognition (COR). If in doubt, contact Tender Administration for assistance.

Separate the bid deposits from each Tender, write the contract number on the back of each bid deposit, indicate a red check mark on the low Bidder's bid deposit and fasten the bid deposits together for filing. Ensure that the bid deposits are filed in a secure area.

Check each Tender to ensure that the quantity multiplied by the unit price equals the total for each bid item (if the total is incorrect, the unit price prevails), that addenda are included (if not obtain them) and that the bid is not qualified (if it is qualified, it must be rejected).

Errors or omissions of any kind must be brought to the Bidder's attention in writing.

Determine the lowest Bidder and ensure that his Tender document was signed and sealed or signed and witnessed with the Affidavit of Execution completed. If it was not, then arrange for the lowest Bidder to have his Tender completed correctly.

At this time, the Project Sponsor should review the lowest Bidder's work experience, particularly if he is a "first time" bidder of Department contracts.

If the lowest Bidder does not have suitable work experience, then the Project Sponsor should evaluate the lowest Bidder's capability of satisfactorily completing all aspects of the Work.

If, after completing his evaluation, the Project Sponsor continues to have concerns over the capability of the lowest Bidder to safely and successfully perform the Work, then he shall consult with Tender Administration to reach a decision on recommending Tender award. **(Note: Regardless of the value of the Tender, CRC must approve the award of a Tender to any Bidder other than the lowest compliant Bidder.)**

Tendering Procedures for Regional Contracts

In the event that CRC approves the award of the contract to any other Bidder than the lowest price Bidder, the lowest price Bidder shall be notified in writing of the Department's decision regarding the Tender Award, including reasons for his disqualification when applicable. This process shall be repeated with successive low Bidders until a suitable contractor is established.

If the lowest Bidder has successfully completed similar work for the Department or other owners, or has been certified by an industry safety association and the Project Sponsor is satisfied with the lowest Bidder's capability to perform the work, then he shall be notified in writing and advised to provide copies of the appropriate contract security (if required by the contract documents), insurance and proof of a valid Workers' Compensation Board account. When these documents are received and are in order, the Contract shall be executed and a copy returned to the Contractor. **(Note: If this is not completed within 35 days of the Tender Opening, then the Bidder may withdraw his bid).**

The Project Sponsor shall advise Professional Services of the Contract Award by submitting a summary to them indicating the names of all Bidders, the total amounts bid, and the name of the successful Contractor.

Once the Contract has been awarded, the bid deposits (certified cheques/bank drafts) of all unsuccessful Bidders are returned via registered mail. (Note: Under some circumstances, the lowest Bidder's bid deposit may be held as performance and material and labour payment security (contract security). However, a bid bond cannot be used as contract security unless specifically worded such that it functions in this capacity.)

5. FAILURE TO EXECUTE

If the lowest Bidder is unable to obtain the necessary insurance, or security, or for whatever other reason fails to execute the contract, he shall forfeit his bid security or the difference between his total Tender amount and that of the next lowest Bidder (whichever is least). The Contract will then be awarded to the next lowest Bidder. (Note: The next lowest Bidder is only obligated to honour his bid for 35-days after Tender opening. After 35-days, all Bidders have the right to withdraw their bids. If the other Bidders have withdrawn their bids, the Project Sponsor **cannot** negotiate new prices. If none of the other Bidders are willing to honour their previous Tender prices, then the Project Sponsor must cancel the Tender and re-tender the work.)

6. REGIONAL TENDERS EXCEEDING \$100,000

If a Tender, which has been advertised, tendered and opened in a Regional Office, results in a valid low bid which exceeds the \$100,000 Regional Authority Limit, the Project Sponsor must immediately advise Tender Administration of the occurrence. The Project Sponsor shall then forward the Tender packages to Tender Administration with a recommendation to award or cancel the Contract. Tender Administration will review and present the issue to CRC for review and approval to award or cancel. The Region's submission must also include confirmation that sufficient funding has been secured. If CRC approves award of the Contract, then Tender Administration will arrange for execution of the Contract and forward the original executed copy of the Contract to the Regional Office.

7. ADMINISTRATION OF SECURITY

The successful Bidder must provide security in accordance with the General Specifications included in the Contract.

If bonds are used, the bonds must be properly completed on the standard forms provided by the Department. Bonds must be "originals" and must be signed and sealed by both the Contractor and the Bonding Company.

Tendering Procedures for Regional Contracts

If an Irrevocable Letter of Credit (ILOC) is used, it must be worded exactly the same as the sample in the Contract. An ILOC must be signed by the issuing bank.

Certified cheques, money orders and bank drafts must be made payable to the Minister of Finance and must be cashed, if they are to be held more than 35 days.

The Regional Office is responsible for the safe keeping and administration of all security provided by the Contractor and all such documents should be kept in a lockable cabinet or safe in a lockable room. These documents are not to be sent to the Department's Central Office.

An ILOC must not be allowed to expire. The originating office must monitor the expiry date and at least 21 days (15 business days) before expiry, notify the Contractor in writing of the need to extend the ILOC. If the Contractor fails to extend the ILOC within 14 days of notification, then the ILOC must be cashed in accordance with the provisions shown on it and before the expiry date and time. The originating office must advise Tender Administration of the need to cash the ILOC, five business days prior to the expiry date of the ILOC. Tender Administration will assist the Regional Office in preparing the correct documentation required to cash the ILOC.

Security is released 120 days after the final acceptance of the Contract Work, providing that there are no claims and the Contract does not contain provisions for Warranty of the Work. The security documents are returned to the Contractor, preferably by registered mail.

E. UNUSUAL SITUATIONS

If any unusual contractual issues develop during the Tendering/Contract Award process or during the performance of the Work, these issues should be referred to Professional Services and/or Tender Administration as applicable. This will ensure that these matters are resolved in a consistent fashion throughout the Department.

LEGAL/TENDER "DUMMY" SHEET

Ordered by:		Invoice to:	
Name:	Glenda Kuziemsky	Name:	Glenda Kuziemsky
Department:	Alberta Infrastructure and Transportation	Department:	Alberta Infrastructure and Transportation
Branch:	Program Management Branch	Branch:	Program Management Branch
Address:	2nd Floor, Twin Atria Building	Address:	2nd Floor, Twin Atria Building
	4999-98 Ave, Edmonton, T6B 2X3		4999-98 Ave, Edmonton, T6B 2X3
Phone:	780-415-1067	Phone:	780-415-1067
Fax:	780-422-2822	Fax:	780-422-2822

This Advertisement to appear in:

Expenditure Officer Signature:	(1)	CONSTRUCTION ALBERTA NEWS LTD.	September 04, 2006
Expenditure Officer Name:	(2)		
Centre Code:	(3)		
		name of newspaper	insertion date(s)

Remarks: cc: Alberta Roadbuilders & Heavy Construction Association & Southam Building Reports

Copy to be typewritten only (single space, single column)

SEALED TENDERS will be received in the Tender Administration Section, Main Floor, Twin Atria Bldg., 4999-98 Avenue, Edmonton, up to 2:01 P.M. on **Thursday, September 14, 2006** for the construction of the following work:

Tender No. 6930/06
Grading & Other Work
813:10 Jct. of Wolf Trail to Jct. of Raven Road
S. of Ascension Way to Jct. of Hwy. 813:10
Approximate Quantities
9 hectares Clearing
720 cubic metres Channel Excavation

Contractor to supply all materials except borrow.
Borrow is Department Supply.
Consultant: EXH Engineering Services Ltd. (Contact: Kent Perry (780) 440-4929)
North Central Region

Tenders may be obtained on or after **Monday, August 28, 2006** at the following locations:

Tender Administration Section, Twin Atria Bldg., Edmonton, Telephone: (780) 415-1068; Calgary District Office, Telephone: (403) 297-6311; Lethbridge Regional Office, Telephone: (403) 381-5426; Red Deer Regional Office, Telephone: (403) 340-5166 and the Peace River Regional Office, Telephone: (780) 624-6280.

A fee of \$35.00 (NON-REFUNDABLE), payable to the Minister of Finance, will be required for each copy of the Tender taken.

Tenders may also be obtained electronically through: Alberta Purchasing Connection at <http://www.purchasingconnection.ca> ; or via: COOLNet Alberta at <http://www.coolnet.ab.ca>; or via COOLNet Edmonton at <http://www.coolnetedmonton.ab.ca>

Each bid must be accompanied by a bond or certified cheque equal to 10% of Tender. Tenders will be opened in public.

Tim Hawnt
 Executive Director,
 Program Management Branch.

Please check copy carefully before sending to Public Affairs Bureau.

01415

TENDER LOG

_____Region

RECORD OF TENDERS RECEIVED - TENDER NO. _____

Tender Closing Date:_____ **Time:**_____

DATE	CONTRACTOR	COURIER NAME	HAND DELIVERED	TIME	ORIGIN

BIDDERS LIST

Contract : 9999/06

Opening Date: February 29, 2222

Region/District : Anywhere

Completion Date: February 31, 9999

PROJECT

DESCRIPTION

TYPE OF WORK

111:99	E of Somewhere to W of Nowhere	Asphalt Concrete Pavement (EPS) and Other Work
000:00	From Here to There	Clearing, Traffic Signals, Highway Illumination
222:22	B.F. 98765 – Carrying Rocky Trail over Bigfoot Trail	Construct Prestressed Concrete Girder Bridge

	BIDDER	TENDER AMOUNT (\$)	FAX CHANGE (\$)	TENDER WITH FAX CHANGE (\$)	CHEQUE/ BOND
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTE: The above information represents the results as read out at the Tender Opening.

Tenders Opened By: _____

Amounts Read By: _____

**NOTIFICATION OF LOW BIDDER
SAMPLE LETTER TO CONTRACTOR**

{DATE}

{CONTRACTOR NAME}
{CONTRACTOR ADDRESS}

Dear **{CONTACT PERSON}**:

RE: {CONTRACT NUMBER, PROJECT DESCRIPTION}

The Tender you have submitted for the above noted project has been accepted.

Three copies of the Contract and Specifications are enclosed. Please sign and seal two copies on the second page, one of which must be the original, having your signature witnessed in the usual manner, and return them to this office for execution on behalf of the Province. The space provided for the "date of the Contract" on the first page is to be left blank and will be completed at the time of execution by the Department.

1. Security in the amount of 10% of the Tender amount, as per the Contract General Specifications.

The certified cheque provided by you as a bid deposit can be retained as security if you so advise.

2. Certified true copies of your insurance policies as per the Contract General Specifications.

3. Proof of Workers' Compensation coverage as per the Contract General Specifications.

Upon receipt of the above noted documents we will forward you a copy of the Contract duly executed on behalf of the Department.

Please note that no work must be undertaken prior to your receiving the signed Contract or receiving notification that the Contract has been signed.

Yours truly,

Regional Director

Enclosure

cc: Director, Professional Services

INSURANCE CHECKLIST

Contract Name/Number:

Name of Contractor:

Contract Start and End Dates:

General Liability Insurance

	Yes	No
Contractor Name same as on Contract:	<input type="checkbox"/>	<input type="checkbox"/>
Insurer:		
Insurance Policy Number:		
Insurance Policy Term: _____ to _____		
Insurance Broker or Agent:		
 Certified Copy provided as required	<input type="checkbox"/>	<input type="checkbox"/>
 at least \$5,000,000 limit <input type="checkbox"/>		
annual aggregate	<input type="checkbox"/>	<input type="checkbox"/>
if yes, annual aggregate \$5,000,000 or more	<input type="checkbox"/>	<input type="checkbox"/>
minister <i>is</i> added to policy	<input type="checkbox"/>	<input type="checkbox"/>
property damage includes loss-of-use coverage	<input type="checkbox"/>	<input type="checkbox"/>
products and completed operations liability	<input type="checkbox"/>	<input type="checkbox"/>
warranty period extension, if applicable	<input type="checkbox"/>	<input type="checkbox"/>
blanket written contractual liability	<input type="checkbox"/>	<input type="checkbox"/>
personal injury liability	<input type="checkbox"/>	<input type="checkbox"/>
non-owned automobile liability	<input type="checkbox"/>	<input type="checkbox"/>
employees as additional insureds	<input type="checkbox"/>	<input type="checkbox"/>
operation of attached machinery	<input type="checkbox"/>	<input type="checkbox"/>
owner's and contractor's protective liability (if using sub-contractors)	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice endorsed to policy	<input type="checkbox"/>	<input type="checkbox"/>
other:	<input type="checkbox"/>	<input type="checkbox"/>

NOTES:

Automobile Liability Insurance

Contract Name same as on contract:	<input type="checkbox"/>	<input type="checkbox"/>
Insurer:		
Insurance Policy Number:		
Insurance Policy Term: _____ to _____		
Insurance Broker or Agent:		
 at least \$5,000,000 limit <input type="checkbox"/>		
 30 day notice endorsed to policy	<input type="checkbox"/>	<input type="checkbox"/>

NOTES:

Checked by: _____ **Date:** _____

**DAMAGE CLAIM
PAMPHLET AND SAMPLE LETTERS**

ALBERTA INFRASTRUCTURE AND TRANSPORTATION PROCEDURES FOR DAMAGE CLAIMS

QUESTION: HOW CAN I FILE A CLAIM FOR DAMAGES?

ANSWER: Your claim must be in writing and contain the following information:

- date
- time
- location
- estimate of damage
- description of the incident
- your name and address (Phone number optional)

Forward your claim to the Alberta Infrastructure and Transportation office at the address on the accompanying letter.

QUESTION: WHAT HAPPENS TO MY CLAIM?

ANSWER: Alberta Infrastructure and Transportation personnel will forward your claim to the contractor for his action.

The contractor will respond to you in writing, setting out his position with respect to your claim. He will either settle your claim or, if he considers your claim to be invalid, will provide reasons why your claim is being rejected. If you do not hear from the contractor within two weeks please advise the Alberta Infrastructure and Transportation office at the address on the accompanying letter.

QUESTION: WHAT IF I DISAGREE WITH THE CONTRACTOR'S RESPONSE?

ANSWER: If you are unsatisfied with the contractor's response, the next course of action available to you is dependant on the value of your claim:

- If your claim is in an amount that is **GREATER than \$1,500.00** your only recourse would be to pursue the issue either through legal avenues (eg. small claims court), or deal with it as an insurance issue through your insurance carrier.
- If your claim is in an amount that is **LESS than \$1,500.00** your claim file can be forwarded to an independent adjuster who will review your file and give his decision based on the information in that file and the contract terms.

QUESTION: HOW DO I GET MY CLAIM TO THE ADJUSTER?

ANSWER: In situations where you and the contractor cannot agree to a settlement, please advise the Alberta Infrastructure and Transportation office at the address on the accompanying letter and the department will forward the claim file containing your claim and the contractors response, to the adjuster.

Under the terms of his agreement with the department, the adjuster will review the file and make a considered decision on the validity and amount of the claim. He will advise you in writing of his decision and forward copies of this decision to the contractor and the department. The adjuster's decision is binding on the contractor and the department.

QUESTION: WHO IS THIS ADJUSTER AND WHAT CAN HE DO FOR ME?

ANSWER: The adjuster is an individual who has been retained by the department with the concurrence of the contracting industry, to review claim files as they relate to the contractor's responsibility in the contract, and make a considered decision on the validity and value of the claim. He has expertise in the insurance adjustment area and a history of familiarity with this type of claim. If he rules in your favour, the contractor is obliged to pay the amount of the decision.

QUESTION: WHAT DO I DO IF THE ADJUSTER RULES AGAINST ME?

ANSWER: The adjuster is neither a judge nor a mediator. His authority is restricted to making a decision based on whether or not the contractor followed the conditions of his contract.

The adjuster's review is based on the written information provided to him and under the terms of his agreement, is not rescindable. Once his decision is made the department cannot assist either the contractor or the claimant to have the decision changed.

If the adjuster does rule against you and you are unsatisfied with his response, you still have the right to pursue the issue through legal avenues (eg. Small claims court), or discuss the matter with your insurance carrier.

[DATE]

[CONTRACTOR NAME]
[ADDRESS]

DEAR [CONTACT PERSON]

RE: [CONTRACT NUMBER –PROJECT NUMBER]
Damage Claim Filed by [CLAIMANT NAME]

We have received a letter (copy attached) from the above noted claimant seeking reimbursement for damages involving [DESCRIBE THE TYPE AND LOCATION OF THE DAMAGE]. Your immediate attention to this matter is required.

Once your investigation is complete, please provide the Department with written confirmation of how this claim has been dealt with by you or your insurers as required by General Specification 1.2, Section 1.2.42, Due Care, Claim Settlement and Hold Harmless. This claim will be noted against your contract security.

The Department will review the status of this claim prior to releasing your contract security.

Yours truly,

[PROJECT MANAGER OR
PROJECT SPONSOR]

enclosure

[DATE]

[CLAIMANTS NAME]
 [ADDRESS]

DEAR [CONTACT PERSON]

RE: [CONTRACT NUMBER –PROJECT NUMBER]
Damage Claim Filed Against [CONTRACTOR’S NAME]

We have received your letter dated [DATE OF LETTER], regarding damage involving [TYPE OF DAMAGE AND LOCATION]. As you are aware, the work on [PROJECT NUMBER] was under contract with [CONTRACTOR NAME], [ADDRESS & PHONE NUMBER].

[INSERT PARAGRAPH A, OR B]

A	The Department has forwarded a copy of your letter to the contractor with a request that they investigate and deal with your concerns.
B	Before the Department can forward a copy of your letter to the contractor with a request that they investigate and deal with your concerns, we will require some additional information. Please supply us with [LIST OF INFORMATION REQUIRED]

For your information, I am attaching an outline of the damage claims procedure as adopted by Alberta Infrastructure and Transportation.

If you have any questions or require assistance please contact our office at :

(ADDRESS)
 (PHONE NUMBER)
 (FAX NUMBER)

Yours truly,

[PROJECT SPONSOR]
 [TITLE]

enclosure

(Letter A)

[DATE]

[CLAIMANTS NAME]
 [ADDRESS]

DEAR [CONTACT PERSON]

RE: [CONTRACT NUMBER –PROJECT NUMBER]
Damage Claim Filed Against [CONTRACTOR'S NAME]

We have received your letter dated [DATE OF LETTER], regarding damage involving [TYPE OF DAMAGE AND LOCATION], and the contractor has denied your claim.

[INSERT PARAGRAPH A, B OR C]

A	In accordance with the enclosed damage claims procedure, the Department has forwarded your claim to an independent adjuster for a decision on this issue
B	Before the Department can forward your claim to the adjuster, we will require some additional information. Please supply us with [LIST OF INFORMATION REQUIRED]
C	We are sorry but, since your claim is greater than \$1,500.00, the department cannot provide any further assistance on this matter. If you are dissatisfied with the response from [CONTRACTOR NAME], you still have the option to pursue this matter through other legal avenues (eg. Small claims court), or deal with it as an insurance issue through your insurance carrier.

For your information, I am attaching an outline of the damage claims procedure as adopted by Alberta Infrastructure and Transportation.

If you have any questions or require assistance please contact our office at :

(ADDRESS)
 (PHONE NUMBER)
 (FAX NUMBER)

Yours truly,

[PROJECT SPONSOR]
 [TITLE]

enclosure

(Letter B)

[DATE]

[CLAIMANTS NAME]
[ADDRESS]

DEAR [CONTACT PERSON]

RE: [CONTRACT NUMBER –PROJECT NUMBER]
Damage Claim Filed Against [CONTRACTOR'S NAME]

We have received a copy of a letter dated [DATE] sent to you from [CONTRACTOR] denying any compensation for the damages to your vehicle on the above noted Alberta Infrastructure and Transportation highway contract. Please be advised that, if the damage to your vehicle is less than \$1,500.00, the department has a damage claims procedure that may be of some assistance to you.

For your information, I am attaching an outline of the damage claim guidelines which is in a question and answer format. Once you have read the guidelines, and if you disagree with the contractor's response to you, please forward your claim in writing to our office at the address below. Your claim must contain the date, time and location of the incident as well as an estimate of the damages and a description of the incident so that we can forward it to the adjuster for a second opinion:

If you have any questions or require assistance please contact our office at :

(ADDRESS)
(PHONE NUMBER)
(FAX NUMBER)

Yours truly,

[PROJECT SPONSOR]
[TITLE]

Enclosure

(Letter C)

**CHARTERS, MISSION STATEMENTS AND
TERMS OF REFERENCE FOR
DEPARTMENT COMMITTEES, COUNCILS
AND GROUPS**

CEA / ARHCA / INFTRA STRATEGIC PRIORITIES GROUP

Our Mission

Through effective joint strategies within CEA, ARHCA and INFTRA, achieve excellence in Highway and Bridge Engineering and Construction in Alberta with resulting direct benefits to the Alberta public.

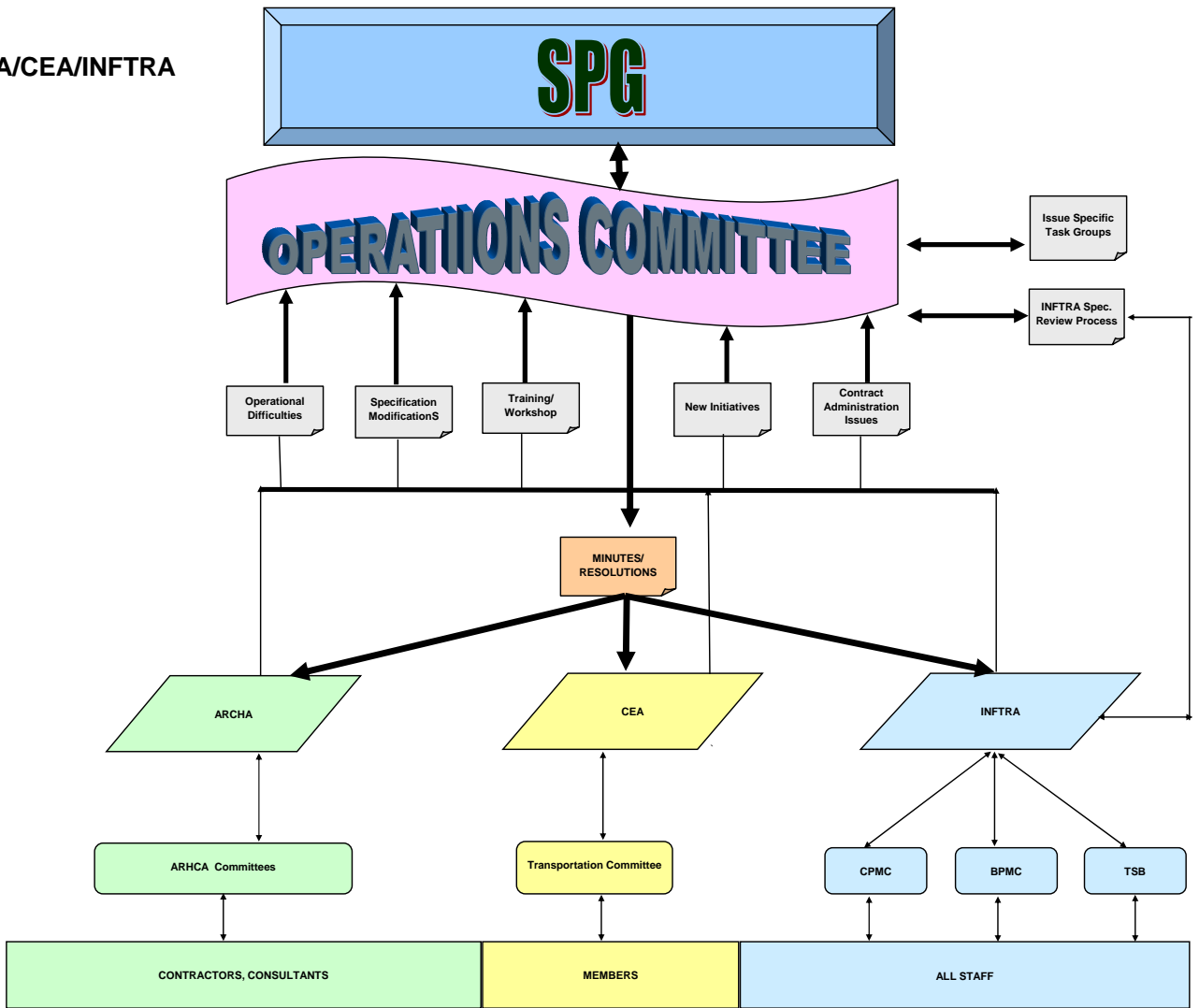
Structure and Operation

1. The Strategic Priorities Group (SPG) shall consist of four members appointed by CEA, four members appointed by INFTRA, and two members appointed by ARHCA.
2. Co-Chairman shall be appointed by the SPG, one from INFTRA and one from CEA. Meeting venues will alternate between the two organizations and Chairman duties will be assumed by the host organization.
3. A quorum shall be one Co-Chairman plus five members (at least two from each of CEA and INFTRA, and one from ARHCA).
4. The SPG shall communicate with the Executive Bodies of each organization as necessary to obtain approval of long-range objectives and related tasks or actions.
5. The SPG shall develop strategies to accomplish a list of approved objectives.
6. For continuity, no more than one member from each organization shall be replaced in any one year.

Objectives

1. To promote the advancement of technology in Highway and Bridge Engineering and Construction in Alberta, through technology transfer and partnerships among CEA, ARHCA, INFTRA, the Universities, and the Technical Schools.
2. To ensure a strong and sustainable industry by promoting an atmosphere of trust, respect, and open communication among the three organizations (CEA, ARHCA, and INFTRA) and encouraging healthy, long-term relationships.
3. To develop optimum efficiency and effectiveness in contract administration and other procedures, based on clear definitions of the roles and responsibilities of Owner, Contractor, and Consultant.
4. To promote policies and procedures that reward performance, quality and innovation within each of the three organizations (CEA, ARHCA, and INFTRA), and thereby ensure stability and best value for transportation infrastructure over the long term.
5. To develop and support human resource strategies which will encourage the broadening of knowledge and experience in Alberta-based Highway and Bridge Engineering and Construction personnel, through effective training, information sharing and movement among Owner, Consultant and Contractor organizations.
6. To monitor the activities of other joint and related Committees and Task Groups for conformance with the mission and the other objectives of the SPG, as well as consistency across the Province in the application of procedures.

ARCHA/CEA/INFTRA



ARHCA/INFTRA/CEA OPERATIONS COMMITTEE

TERMS OF REFERENCE

The committee exists to address all technical and operational issues that affect any of the three partners responsible for the delivery of planning, design, construction and/or rehabilitation of provincial highways and bridges in Alberta and provide recommendations to Alberta Infrastructure and Transportation (INFTRA). Typical areas within the mandate of the committee include, but are not limited to:

- ◆ The annual construction conference
- ◆ Traffic and worker safety
- ◆ Technical training and development
- ◆ Construction specifications
- ◆ Consultant and contractor performance
- ◆ Consultant selection
- ◆ Consultant guidelines.
- ◆ Identification of inconsistencies
- ◆ Communicating decisions to members

The committee falls under the direction of the Strategic Priorities Group (SPG) and will receive direction from this group. The committee may also identify issues itself and may establish ad-hoc working groups as required but will communicate these activities to the Strategic Priorities Group. The committee's deliberations and activities should conform with the objectives established by INFTRA Executive and mission of SPG.

This committee will be a primary body for bringing all issues with all partners to the table.

INFTRA as the party ultimately responsible for the provincial highways and bridges in the province will, at its sole discretion, make all decisions on how, when or if to implement the recommendations of the committee. Once the committee has deemed an issue closed, it may not be tabled again by any member of the committee for at least 2 years, unless agreed to by all three parties.

Participation on the committee will be voluntary and unpaid. Members should sit for at least two years. Attempts should be made to rotate part of the committee every year. The Alberta Roadbuilders and Heavy Construction Association (ARHCA) shall represent the interests of the contractors. The Consulting Engineers of Alberta (CEA) shall represent the interests of the engineering consultants. Alberta Infrastructure and Transportation (INFTRA) shall represent the interests of the Crown as the owner. The CEA and ARHCA may nominate up to three representatives to the committee. INFTRA will be represented by up to five participants. Representatives from the ARHCA should be members of the association, representatives from the CEA should be senior engineers or project directors of member firms, representatives from INFTRA shall be department senior managers. No more than one of the representatives from each of the partners may also sit on the Strategic Priorities Group.

The committee will generally meet four times a year at approximately 3 monthly intervals. The chair of the committee will revolve, each meeting, to each partner in turn. Meetings will be held at the chairing partner's offices or as otherwise agreed. The chair will call the meeting, establish and circulate the agenda and provide secretariat services to the meeting. Wherever possible the agenda will be managed so members who have no interests in a particular subject need only attend for part of the meeting. Where there are a significant number of issues relevant to only two of the partners, separate meetings between these two partners may be held but the minutes of these meetings will be provided to the third partner and may be discussed at the next full committee meeting. A quorum will be a 50% of the committee membership with at least one representative from each partner present.

Any working groups are to consist of knowledgeable representatives nominated by the partners and other experts or specialists as approved by the committee. These working groups will report to the committee. Requests for all working groups shall come from this committee who will recommend members to populate the working committees.

The committee is to review its purpose and mandate annually. Recommendations regarding changes to its mandate will be made to the Strategic Priorities Group.

**ALBERTA INFRASTRUCTURE
AND TRANSPORTATION**

**CONTRACTS REVIEW
COMMITTEE**

**MANDATE AND TERMS OF
REFERENCE**

March 22, 2006

ALBERTA INFRASTRUCTURE AND TRANSPORTATION CONTRACTS REVIEW COMMITTEE

AUTHORITY AND RESPONSIBILITY

The Contracts Review Committee is a standing joint committee established by authority of the Deputy Minister of Infrastructure and Transportation. Its purpose is to:

- consider and provide direction on procurement and contracting related issues that have department-wide impact, and
- ensure consistency in the department's procurement and contracting related policies and practices.

For practical reasons, the joint committee is comprised of and functions predominantly as two separate committees, called the Infrastructure Contracts Review Committee (ICRC) and the Transportation Contracts Review Committee (TCRC).

The ICRC and the TCRC are responsible and accountable to the Deputy Minister for procurement and contracting related decisions and activities within their respective scope of authority. This includes:

- ensuring prudence, probity and fairness in procurement and contracting,
- ensuring compliance with any applicable legislative or regulatory requirements, the Agreement on Internal Trade, and Treasury Board Directives, including ensuring compliance with any reporting requirements,
- overseeing, ensuring compliance with, and continually assessing the effectiveness of the department's procurement and contracting related policies,
- providing guidance or direction on any procurement and contracting related issues.

The ICRC and the TCRC are deemed to be an authority level in the departmental Expenditure Officer Authority Guidelines, with respect to contracts. Where a signature or electronic approval is required to implement a committee decision or approval, the following positions have that authority for their respective committees:

ICRC:

- Chair, Vice Chair, and Secretary
- Tender Administrator, Tender Administration

TCRC:

- Chair, Vice Chair, and Secretary
- Director, Tender Administration
- Director, Professional Services

AUTHORITY AND RESPONSIBILITY (CONT'D.)

For contracts the department enters into, and that are within their respective scope of authority, the ICRC and the TCRC:

- approve or recommend to the Deputy Minister, significant procurement and contracting related decisions, and
- monitor procurement and contracting related decisions that have been delegated to other levels in the departmental Expenditure Officer Authority Guidelines, by regularly reviewing reports of delegated procurement and contracting activities.

For supported infrastructure contracts where supported entities are required, by regulatory requirements or by departmental policy, to obtain the department's approval before entering into contracts, the ICRC approves or recommends to the Deputy Minister contract approvals within its scope of authority.

The types of contracts (as defined in the Expenditure Officer Authority Guidelines) that are within the scope of authority of the ICRC and the TCRC are:

ICRC:

- Consulting Services¹
- Construction (Buildings)
- Building Management and Maintenance Services
- Payable Leases
- Receivable Leases
- Other Services (Buildings)
- Supported Infrastructure Contracts²

TCRC:

- Consulting Services³
- Construction/Minor Maintenance (Highways and Water Management Projects)
- Major Maintenance (Highways)
- Other Agreements (Highways)

¹ Includes consulting and information technology services managed by Properties, Capital Projects and Human Resources.

² Includes supported infrastructure contract approvals managed by Capital Projects.

³ Includes consulting and information technology services managed by Transportation and Civil Engineering, Transportation Safety Services, Policy and Corporate Services, Air Transportation, Vehicles and Facilities, Transportation Safety Board, Communications, and Deputy Minister's office.

INFRASTRUCTURE CONTRACTS REVIEW COMMITTEE MEMBERSHIP

Regular members:

- Executive Director, Technical Services Branch, Capital Projects Division (Chair)
- Executive Director, Business Management Branch, Policy and Corporate Service Division (Vice-Chair)
- Assistant Deputy Minister, Properties Division
- Assistant Deputy Minister, Capital Projects Division
- Executive Director, Finance Branch, Policy and Corporate Service Division

Permanent resource (non-voting) members:

- Executive Director, Program Management Branch, Capital Projects Division (Secretary)
- Director, Procurement, Program Management Branch, Capital Projects Division
- Director, Cost Management, Program Management Branch, Capital Projects Division
- Tender Administrator, Procurement Section, Program Management Branch, Capital Projects Division

TRANSPORTATION CONTRACTS REVIEW COMMITTEE MEMBERSHIP

Regular members:

- Chairman of the Transportation Safety Board (Chair)
- Assistant Deputy Minister, Policy and Corporate Services Division (Vice-Chair)
- Assistant Deputy Minister, Transportation and Civil Engineering Division
- Assistant Deputy Minister, Transportation Safety Services Division
- Executive Director, Finance Branch, Policy and Corporate Service Division

Permanent resource (non-voting) members:

- Executive Director, Program Management Branch, Transportation and Civil Engineering Division (Secretary)
- Director, Tender Administration, Program Management Branch, Transportation and Civil Engineering Division
- Director, Professional Services, Program Management Branch, Transportation and Civil Engineering Division

REGULAR SCHEDULED MEETINGS

The ICRC and TCRC are each expected to meet weekly, at a regularly scheduled time and place. The joint committee is expected to meet at least quarterly.

MEETING ATTENDANCE

Committee members are the permanent incumbents and anyone in an authorized acting capacity in the designated positions that comprise the membership. Members may also appoint alternates to attend meetings on their behalf on an ad hoc basis.

Other resource persons may attend to provide information or advice on an agenda item or items.

QUORUMS

To form a quorum for an ICRC or TCRC meeting, a minimum of three regular members must be present, at least one of which must be the permanent incumbent. For joint committee meetings, the ICRC and TCRC must each have a quorum.

In the absence of both the Chair and Vice-Chair(s), the regular members may appoint an acting chair to conduct the meeting.

VOTING

Regular members, including those in an authorized acting capacity and alternates for regular members, are entitled to vote. Permanent resource members are not entitled to vote. A simple majority is required to carry a decision.

AGENDAS

For their respective meetings, the ICRC and TCRC Secretaries are responsible for agenda preparation and agenda distribution at least one working day before the day of the meeting.

At the Chair's discretion, an urgent agenda item may be added to the agenda at the meeting.

MINUTES

For their respective meetings, the ICRC and TCRC Secretaries are responsible for preparation of meeting minutes and for their distribution. At each meeting, the minutes of the preceding meeting must be reviewed and approved, with any errors or omissions noted and recorded in the current meeting minutes.

DECISIONS OUTSIDE OF REGULAR SCHEDULED MEETINGS

Decisions may be made outside of regular scheduled ICRC or TCRC meetings, provided that all pertinent information is distributed to all members and the written concurrence (via e-mail) of a majority of regular members is obtained.

This process may be employed, at the discretion of the Secretary, when there is an urgent item of business that needs to be addressed before the next regular scheduled meeting. All decisions made in this way must be reviewed and minuted at the next regular scheduled meeting.

APPROVED BY:



Jay G. Ramotar, Deputy Minister

Date March 29/06

CONTRACTS REVIEW COMMITTEE MEMBERSHIP

INFRASTRUCTURE

Regular members:

- Tom O'Neill - Chair
- Alec Waters - Vice-Chair
- Bob Smith
- Barry Day
- Bonita Cheong *

Permanent resource (non-voting) members:

- Herb Guhl* - Secretary
- Tom Van Driel*
- Kevin Drake*
- Judy Smith

TRANSPORTATION

Regular members:

- Gary Boddez - Chair
- Winnie Yiu-Yeung* - Vice-Chair
- Rob Penny
- Gregg Hook
- Bonita Cheong*

Permanent resource (non-voting) members:

- Tim Hawnt, Secretary
- Jim Harvey
- Ranjit Tharmalingam

*CURRENTLY IN ACTING POSITIONS

MARCH 20, 2006

CHARTER

CONSTRUCTION PROCESS MANAGEMENT COMMITTEE (CPMC)

MISSION

Assist the Transportation & Civil Engineering Divisional Executive Committee (DEC) in its role of providing advice and recommendations to the Assistant Deputy Minister on policy, management and standards. The CPMC will contribute to the safe and efficient operation of Alberta's highway network by delivering the construction program consistently and uniformly in a cost effective manner collaboratively with our stakeholders.

GUIDING PRINCIPLES

The Committee will conduct itself in a manner that is consistent with the vision, mission and guiding principles for the Department and Division. In addition, the Committee will:

- operate within its mandate
- focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan
- foster innovation by the encouragement and promotion of new ideas and improvements
- utilize the resources available to it in an optimal manner
- ensure that issues/innovations outside its area of responsibility are referred to the appropriate responsibility area
- encourage the views of all parties
- make decisions by consensus to the extent possible
- rotate lead positions to maximize the participation and development of the members

EXECUTIVE SPONSOR

The Executive Sponsor will be as appointed by DEC and will:

- provide guidance on the current philosophy/vision of the Division and the Department
- ensure focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan
- ensure that the Committee is operating within its mandate and areas of responsibility
- provide direction on established practice, standards, policy and procedure
- bring requests to the Committee for investigation, advice, and/or recommendation and ensure follow-up
- bring advice, recommendations and input from the Committee to DEC
- provide feedback to the Committee from DEC on its advice and recommendations
- promotes awareness of the accomplishments of the Committee

MANDATE

Role

The role of the Committee will be to:

- Provide advice and recommendations on policy, management and standards
- Promote the consistent application of policy, standards and practices through process definition and information sharing
- Promote best practices and innovation through information sharing
- Develop and promote strong communication, relationships, collaboration and teamwork with other process Committees, between branches and with other divisions

Membership

- Construction Managers (Including two Urban Managers)
- Bridge Manager Representative
- Director, Professional Services
- Director, Surface Engineering and Aggregates

The Chair and Vice-Chair positions shall be elected to two-year terms on alternating cycles. The Vice-Chair is to assume the duties of the Chair in the Chair's absence.

Operation

The business of the Committee will be undertaken through functional (standing) sub-Committees that generally represent the major areas of interest. A Committee member will chair each sub-Committee.

Documentation from these sub-Committees will be circulated to all members for their review prior to deliberation at regular or special Committee meetings. Recommendations of the Committee requiring further approval for implementation will be forwarded to the Executive Sponsor.

A quorum of two-thirds of the membership is necessary when voting on an issue for decision. A simple majority vote is necessary for a decision to be effected.

ACCOUNTABILITY

The Committee will demonstrate its accountability and value by providing:

- an Operational Plan at the beginning of each year
- a report detailing its accomplishments at the end of each year
- a record of its business (meeting minutes, decisions, recommendations, etc) in a standard format and made available to appropriate Division staff and other stakeholders

Rob Penny, P.Eng
Assistant Deputy Minister
Transportation & Civil Engineering Division

signed:

date:

CHARTER

BRIDGE PROCESS MANAGEMENT COMMITTEE (BPMC)

MISSION

To assist the Transportation & Civil Engineering Division Executive Committee (DEC) in its role of providing advice and recommendations to the Assistant Deputy Minister on policy, management and standards, the Bridge Process Management Committee (BPMC) will contribute to the safe and efficient operation of Alberta's highway network, water management infrastructure and park roads by ensuring consistent, appropriate, cost-effective and innovative bridge standards, bridge inspections and bridge construction, maintenance and rehabilitation programs.

GUIDING PRINCIPLES

The Committee will conduct itself in a manner that is consistent with the vision, mission and guiding principles for the Department and Division. In addition, the Committee will:

- operate within its mandate
- focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan
- foster innovation by the encouragement and promotion of new ideas and improvements
- utilize the resources available to it in an optimal manner
- ensure that issues/innovations outside its area of responsibility are referred to the appropriate responsibility area
- encourage the views of all parties
- make decisions by consensus to the extent possible
- rotate lead positions to maximize the participation and development of the members

EXECUTIVE SPONSOR

The Executive Sponsor will be as appointed by DEC and will:

- provide guidance on the current philosophy/vision of the Division and the Department
- ensure focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan
- ensure that the Committee is operating within its mandate and areas of responsibility
- provide direction on established practice, standards, policy and procedure
- bring requests to the Committee for investigation, advice, and/or recommendation and ensure follow-up
- bring advice, recommendations and input from the Committee to DEC
- provide feedback to the Committee from DEC on its advice and recommendations
- promotes awareness of the accomplishments of the Committee

MANDATE

Role

The role of the Committee will be to:

- Provide advice and recommendations on policy, management and standards
- Promote the consistent application of policy, standards and practices through process definition and information sharing
- Promote best practices and innovation through information sharing
- Develop and promote strong communication, relationships, collaboration and teamwork with other process Committees, between branches and with other divisions

Membership

- Bridge Managers
- Director of Bridge Engineering
- Director of Professional Services
- Bridge Programming Engineer, Programming Section
- Director Environmental Section

The Chair and Vice-Chair positions shall be elected to two-year terms on alternating cycles. The Vice-Chair is to assume the duties of the Chair in the Chair's absence.

Operation

The business of the Committee will be undertaken through functional (standing) sub-Committees that generally represent the major areas of interest. A Committee member will chair each sub-Committee.

Documentation from these sub-Committees will be circulated to all members for their review prior to deliberation at regular or special Committee meetings. Recommendations of the Committee requiring further approval for implementation will be forwarded to the Executive Sponsor.

A quorum of two-thirds of the membership is necessary when voting on an issue for decision. A simple majority vote is necessary for a decision to be effected.

ACCOUNTABILITY

The Committee will demonstrate its accountability and value by providing:

- an Operational Plan at the beginning of each year
- a report detailing its accomplishments at the end of each year
- a record of its business (meeting minutes, decisions, recommendations, etc) in a standard format and made available to appropriate Division staff and other stakeholders

Rob Penny, P.Eng
Assistant Deputy Minister
Transportation & Civil Engineering Division

signed:

date:

CHARTER

OPERATIONS PROCESS MANAGEMENT COMMITTEE (OPMC)

Governance Structure as per DEC Review, August 31, 2004

VISION

To assist the Transportation & Civil Engineering Division Executive Committee (DEC) in its role of providing advice and recommendations to the Assistant Deputy Minister on policy, management and standards, the Operations Process Management Committee (OPMC) will contribute to the safe and efficient operation of Alberta's highway network, water management infrastructure and park roads by ensuring consistent, appropriate, cost-effective and innovative operational management programs are implemented.

MANDATE

Membership of the OPMC will consist of all the Operations Managers and the Director, Highway Operations Section. The Chair and Vice-Chair positions shall be elected to two-year terms on alternating cycles. The Vice-Chair is to assume the duties of the Chair in his absence.

The business of the OPMC will be undertaken through functional (standing) sub-committees that generally represent the major areas of interest. An OPMC member will chair each sub-committee's activities with the assistance of Regional and/or Head Office staff.

Documentation from these sub-committees will be circulated to all members for their review prior to deliberation at regular or special OPMC meetings. Decisions of the OPMC requiring higher approval for implementation will be forwarded to its Executive Sponsor as Briefing Notes for furtherance to DEC as necessary.

A quorum of two-thirds of the membership is necessary when voting on an issue for decision. A simple majority vote is necessary for a decision to be effected.

An "Issues Resolution Process" has been developed and adopted, and is included with these guidelines. As issues are identified that require input from the OPMC, the Chair of the OPMC (or designate) will direct that issue to the most appropriate sub-committee. The Sub-committee Chair will then determine the best method to deal with the issue – this could be through an e-mail "straw vote", deliberation and recommendation by a taskgroup, or investigation through an external agency (eg, consultant).

The OPMC will also participate in Joint Committees with the Alberta Roadbuilders & Heavy Construction Association (ARHCA), the Consulting Engineers of Alberta (CEA), other government departments, internal department committees and other process management committees on matters of mutual interest and concern. Joint Committees with the Maintenance Sub-committee of the ARHCA shall be directed and administered by a joint Steering Committee consisting of two members from each side and the OPMC Executive Sponsor.

GUIDING PRINCIPLES

The OPMC will conduct itself in a manner that is consistent with the vision, mission and guiding principles for the Department and Division. In addition, the OPMC will:

- operate within its mandate
- focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan
- foster innovation by the encouragement and promotion of new ideas and improvements
- utilize the resources available to it in an optimal manner
- ensure that issues/innovations outside its area of responsibility are referred to the appropriate responsibility area
- encourage the views of all parties
- make decisions by consensus to the extent possible
- rotate lead positions within its sub-committees to maximize the participation and development of the members

ACCOUNTABILITY FRAMEWORK

The OPMC will demonstrate its accountability and value of its allocated resources by:

- having an approved Mandate detailing its area of responsibility, scope, authority, reporting relationship, accountability, membership and review cycle
- provide an Operational Plan at the beginning of each year
- provide a report detailing its accomplishments at the end of each year
- provide a record of its business (meeting minutes, decisions, recommendations, etc) in a standard format and made available to appropriate Division staff and other stakeholders

ROLE OF THE EXECUTIVE SPONSOR

The Executive Sponsor of the OPMC, usually one of the Regional Directors, has overall responsibility for the committee to which it is appointed. The Executive Sponsor:

- provides guidance on the current philosophy/vision of the Division and the Department
- ensures focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan
- ensures that the OPMC is operating within its mandate and areas of responsibility
- provides direction on established practice, standards, policy and procedure
- brings requests from DEC and elsewhere for investigation, advice, and/or recommendation to the OPMC and ensures follow-up
- brings advice, recommendations and input from the OPMC forward to DEC as required
- provides feedback to the OPMC from DEC on its advice and recommendations
- promotes awareness of the accomplishments of the OPMC

Rob Penny, P.Eng
Assistant Deputy Minister
Transportation & Civil Engineering Division

signed: original signed by Rob Penny

date: March, 2005

CHARTER

TRANSPORTATION INFRASTRUCTURE PROCESS MANAGEMENT COMMITTEE (TIPMC)

MISSION

To assist the Transportation & Civil Engineering Divisional Executive Committee (DEC) in its role of providing advice and recommendations to the Assistant Deputy Minister on policy, management and standards, and to foster and facilitate a consistent approach to planning, programming and municipal issues and to provide coordinated input to broader departmental matters affecting standards and policy.

GUIDING PRINCIPLES

The Committee will conduct itself in a manner that is consistent with the vision, mission and guiding principles for the Department and Division. In addition, the Committee will:

- Operate within its mandate;
- Focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan;
- Foster innovation by the encouragement and promotion of new ideas and improvements;
- Utilize the resources available to it in an optimal manner;
- Ensure that issues/innovations outside its area of responsibility are referred to the appropriate responsibility area;
- Encourage the views of all parties;
- Make decisions by consensus to the extent possible; and
- Rotate lead positions to maximize the participation and development of the members.

EXECUTIVE SPONSOR

The Executive Sponsor will be appointed by DEC and will:

- Provide guidance on the current philosophy/vision of the Division and the Department;
- Ensure focus on priorities is based on the Department's Strategic and Business Plans and the Division's Operational Plan;
- Ensure that the Committee is operating within its mandate and areas of responsibility;
- Provide direction on established practice, standards, policy and procedure;
- Bring requests to the Committee for investigation, advice and/or recommendation and ensure follow-up;
- Bring advice, recommendations and input from the Committee to DEC;
- Provide feedback to the Committee and DEC on its advice and recommendations; and
- Promote awareness of the accomplishments of the Committee.

MANDATE

Role

The role of the Committee will be to:

- Provide a consistent approach to planning process issues by information sharing and process definition;
- Provide coordinated input into the development of the departmental construction and rehabilitation program, technical standards and guidelines;
- Serve as a forum for coordinated regional and central office input into municipal grant and policy issues in an advisory capacity; and
- Recommend processes that will foster innovation, and encourage the formation of partnerships with our stakeholders and service providers.

Membership

- The Executive Sponsor
- Infrastructure Managers
- Director, Highway and Roadside Planning
- Director, Programming
- Director, Municipal Programs

The Committee will have a Chair and a Vice Chair with the Vice-Chair being elected each year. The Chair for each year shall be the previous year's Vice-Chair. The Chair and Vice-Chair positions shall be held by any of the permanent Committee members on an annual rotational basis. Recording Secretaries will be selected from any of the membership groups on an annual rotational basis giving staff a training opportunity in committee work.

Operation

Decisions made by the group will be limited to operational matters within the areas of responsibility of the individual members.

Decisions/recommendations will be by group consensus. Members will support the group decisions in their own processes and when representing the group. This is in support of the Department's core belief that "We will adopt a common, consistent approach and philosophy to the business of the Department".

Task Groups (as needed) to deal with specific issues, which may or may not have a Committee member involvement, will be formed with their Terms of Reference mandate being written by this Committee.

It may be necessary to arrange meetings to deal with special “uni-dimensional” process issues. Committee member involvement is optional for meetings arranged to deal with special tasks needing to be reviewed, however all meeting decisions will be final.

ACCOUNTABILITY

The Committee will demonstrate its accountability and value by providing;

- An approved set of goals at the beginning of each year;
- A report detailing its accomplishments at the end of each year; and
- A record of its business (meeting minutes, decisions, recommendations, etc.) in a standard format and made available to appropriate Division staff and other stakeholders.

Rob Penny, P. Eng.
Assistant Deputy Minister
Transportation & Civil Engineering Division

Signature

Date

April 2005

CHARTER

DIVISIONAL BUSINESS ADMINISTRATIVE COMMITTEE (DBAC)

MISSION

To assist the Transportation & Civil Engineering Divisional Executive Committee (DEC) in its role of providing advice and recommendations to the Assistant Deputy Minister on administrative business policies and processes, to ensure coordinated solutions, and promote best business practices.

GUIDING PRINCIPLES

The Committee will conduct itself in a manner that is consistent with the vision, mission and guiding principles for the Department and Division. In addition, the Committee will:

- Operate within its mandate;
- Focus on priorities based on the Department's Strategic and Business Plans and the Division's Operational Plan;
- Foster innovation by the encouragement and promotion of new ideas and improvements;
- Utilize the resources available to it in an optimal manner;
- Ensure that issues/innovations outside its area of responsibility are referred to the appropriate responsibility area;
- Encourage the views of all parties;
- Make decisions by consensus to the extent possible; and
- Rotate lead positions to maximize the participation and development of the members.

EXECUTIVE SPONSOR

The Executive Sponsor will be appointed by DEC and will:

- Provide guidance on the current philosophy/vision of the Division and the Department;
- Ensure focus on priorities is based on the Department's Strategic and Business Plans and the Division's Operational Plan;
- Ensure that the Committee is operating within its mandate and areas of responsibility;
- Provide direction on established practice, standards, policy and procedure;
- Bring requests to the Committee for investigation, advice and/or recommendation and ensure follow-up;
- Bring advice, recommendations and input from the Committee to DEC;
- Provide feedback to the Committee and DEC on its advice and recommendations; and
- Promote awareness of the accomplishments of the Committee.

MANDATE

Role

The role of the Committee will be to:

- Provide a consistent approach to administrative business process issues by information sharing and process definition.
- Recommend processes that will foster innovation, and encourage the formation of partnerships with our stakeholders and service providers.
- Lead the continuous improvement and ensure consistent application of administrative business processes, procedures, standards and guidelines.
- Ensure consistent application of department policies and provide input into potential policy changes.
- Develop and promote strong partnerships with the Divisional Management Committees, Finance and Human Resources.

Membership

- The Executive Sponsor
- Regional Offices Representative
- Program Management Branch Representative
- Technical Standards Branch Representative
- ADM, TCE or Divisional Co-ordination and Special Projects Branch Representative

The Committee will have a Chair and a Vice Chair. The Chair for each year shall be the previous year's Vice-Chair. The Chair and Vice-Chair positions shall be held by any of the permanent Committee members on an annual rotational basis effective January 1st each year. The recording secretary will be selected from Committee members on an annual rotational basis effective January 1st each year.

Operation

Decisions made by the group will be limited to operational matters within the areas of responsibility of the individual members.

Decisions/recommendations will require a minimum 75% agreement by the Committee. The Committee will support the decisions in their own processes and when representing the group. This is in support of the Department's core belief that "We will adopt a common, consistent approach and philosophy to the business of the Department".

Task Groups (as needed) to deal with specific issues, which may or may not have a Committee member involvement, will be formed with their Terms of Reference mandate being written by this Committee.

The Committee will adopt a standard practice when conducting meetings.

ACCOUNTABILITY

The Committee will demonstrate its accountability and value by providing;

- An approved set of goals at the beginning of each year;
- A report detailing its accomplishments at the end of each year; and
- A record of its business (meeting minutes, decisions, recommendations, etc.) in a standard format and made available to appropriate Division staff and other stakeholders.

Rob Penny, P. Eng.
Assistant Deputy Minister
Transportation & Civil Engineering Division

Signature

Date

May 2005