



**REQUEST FOR PRE-QUALIFICATION FOR REVIEW BOARD MEMBERS ON
WATER MANAGEMENT PROJECTS:**

AREAS OF TECHNICAL EXPERTISE:

Geotechnical Engineering
Hydrotechnical Engineering
Construction Engineering
Structural Engineering
Electrical and Mechanical Engineering and Control Systems
Project Management, Contracting and Claim Review
Environmental and Regulatory
Dam Safety Management

CLOSING DATE: Pre-qualification is open year round.

SUBMISSION ADDRESS: trans.rfp@gov.ab.ca

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SECTION 1 - Introduction

- .1 Alberta Transportation and Economic Corridors (“the Department”) is accepting Submissions from Proponents interested in pre-qualifying for the provision of Services as a Review Board Member for the independent review of Water Management projects throughout Alberta in any or all of the following areas of technical expertise (details shown in Section 2, Areas of Technical Expertise):
 - .1 Geotechnical Engineering
 - .2 Hydrotechnical Engineering
 - .3 Construction Engineering
 - .4 Structural Engineering
 - .5 Electrical and Mechanical Engineering and Control Systems
 - .6 Project Management, Contracting and Claim Review
 - .7 Environmental and Regulatory
 - .8 Dam Safety Management
- .2 Only Proponents intending to offer “Review Board” Services for the categories of work need to respond to this call.
- .3 Proponents are advised to pay careful attention to the wording used throughout this PQR. Failure to satisfy any term, condition, or mandatory requirement of this PQR may result in rejection of the submission at the Department’s discretion.
- .4 This PQR is intended to evaluate a Proponents’ qualifications based on their pre-qualification Submission, which demonstrate:
 - .1 their relevant knowledge and experience of Review Boards; and
 - .2 their relevant knowledge and experience in one or more areas of technical expertise.
- .5 A Proponent may provide relevant knowledge and experience in one (1) area of technical expertise to be pre-qualified, but Proponents may propose to be pre-qualified in one, some, or all of the areas of technical expertise identified in Section 2, Areas of Technical Expertise.

SECTION 2 - Areas of Technical Expertise

- .1 Categories of technical expertise are included below with a brief description of work that may be included. While Proponents may have knowledge and experience in one or more areas of expertise listed, they do not need to have knowledge and experience in every category.
- .2 The Department may pre-qualify a Proponent in one (1) or more area(s) of technical expertise if their submission meets the minimum score requirements for each category as indicated in the below Section 6 - Evaluation.

Areas of Technical Expertise Category	Description of Work
Geotechnical Engineering	Knowledge and experience in geotechnical engineering related to water management infrastructure including: <ol style="list-style-type: none"> a. earthen embankments; b. dams; c. canals; d. drainage channels; e. roads; f. culvert crossings; g. spillways; h. low level outlets; and, i. in geotechnical investigations of berms, canal banks and berms, and drainage systems, etc.
Hydrotechnical Engineering	Knowledge and experience in hydrotechnical engineering related to water management infrastructure including: <ol style="list-style-type: none"> a. hydraulic and fluid dynamics in open channel and closed systems; b. surface and subsurface hydrology; c. seepage monitoring and measurement; d. drainage systems; and, e. erosion protection, etc.
Construction Engineering	Knowledge and experience in construction engineering related to water management infrastructure including: <ol style="list-style-type: none"> a. designing; b. planning; and, c. construction, etc.
Structural Engineering	Knowledge and experience in structural engineering related to water management infrastructure including: <ol style="list-style-type: none"> a. concrete, steel, and timber design related to spillways, drop structures, check structures, siphons, low level outlets, gates and other water management structures, etc.
Electrical and Mechanical Engineering and Control Systems	Knowledge and experience in electrical and mechanical engineering and control systems related to water management infrastructure including: <ol style="list-style-type: none"> a. site services; b. distribution; c. back up power systems; d. power monitoring; e. gates; f. hoists; g. valves;

Areas of Technical Expertise Category	Description of Work
	h. pumps; i. water borne debris and trash management; j. industrial PLC based; k. operator interfaces; l. programming; and, m. process instrumentation, communications, etc.
Project Management, Contracting and Claim Review	Knowledge and experience in project management, contract claim review and analysis, and schedule analysis, etc.
Environmental and Regulatory	Knowledge and experience in environmental and regulatory requirements related to water management infrastructure including: a. understanding the environmental impacts on water projects; b. knowledge of Federal and Provincial Regulations and Acts as well as Alberta Transportation's Environmental Management System (EMS); and, c. understanding and experience with environmental assessments, regulatory approvals/authorizations processes, and particular knowledge of valued ecosystem components (VEC) relevant to water projects including: Fisheries, Wetlands, Hydrology Navigation, Cultural Resources Soils, and Vegetation, etc.
Dam Safety Management	Knowledge and experience in dam safety management requirements related to water management infrastructure including: a. frameworks for dam safety activities, decisions, and supporting processes in accordance with Provincial Regulations and Acts; b. knowledge and experience with operations, maintenance and surveillance requirements to ensure a dam is managed with appropriate regard for safety; and, c. understanding and experience with emergency preparedness including the establishment of emergency response and preparedness plans.

END OF SECTION

SECTION 3 - TERMS AND CONDITIONS

1. PQR Terms and Conditions

- .1 The PQR Terms and Conditions, dated December 2022, form part of this PQR and are included as an attachment.
- .2 By submitting a pre-qualification submission, Proponents are deemed to have accepted the PQR Terms and Conditions.

2. Terminology

- .1 “Alberta Time” means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* (Alberta).
- .2 “Alberta Purchasing Connection” or “APC” is the electronic tendering system used by the Government of Alberta.
- .3 “Business Day” means 8:15 a.m. to 4:30 p.m. in Alberta from Monday through Friday, excluding holidays observed by the Province.
- .4 “Department” means His Majesty the King in right of Alberta as represented by the Minister of Transportation and Economic Corridors, or Minister of Environment and Protected Areas, as the case may be.
- .5 “Department Procurements” means the competitive process the Department will use to select the Review Board Member(s) who will conduct an independent review of water management projects. The Department will advertise Requests for Proposals (RFP) on the Alberta Purchasing Connection website, and the Department will evaluate proposals submitted by interested Pre-Qualified Proponents and select the required Review Board Member(s). Only Pre-Qualified Proponents will be eligible to submit proposals for Department Procurements.
- .6 “Evaluation Team” means the individuals who will evaluate Submissions on behalf of the Department.
- .7 “FOIP” means the *Freedom of Information and Protection of Privacy Act* of Alberta, as amended or substituted from time to time.
- .8 “Inquiries Contact” means the individual referenced on the cover page of this PQR.
- .9 “must” or “mandatory” or “shall” mean that the requirement so described must be met in a substantially unaltered form in order for the submission to be compliant.
- .10 “Personal information” means “personal information” as defined the in the *Freedom of Information and Protection of Privacy Act* of Alberta (FOIP).
- .11 “Pre-Qualification Request” or “PQR” means this solicitation, including attachments, for the opportunity to compete to provide Services.
- .12 “Pre-Qualified Proponent” means a legal entity that meets the pre-qualification requirements of this PQR and is eligible to compete in Department Procurements to be selected as a Water Management Project Review Board Member.

- .13 “Professional Organization” means the Association of Professional Engineers and Geoscientists of Alberta or any other relevant Professional organization who governs the professional conduct of Proponents.
- .14 “Proponent” means an individual or organization responding to this PQR with a submission.
- .15 “Services” means the work, duties, functions, and deliverables to be provided by a Pre-Qualified Proponent who is selected by the Department to enter into a Contract to be a Review Board Member for water management projects.
- .16 “should” or “desirable” mean that a provision so described has a significant degree of importance to the Department and will be evaluated.
- .17 “Submission” means the Proponent’s response to this PQR and includes all the Proponent’s attachments and presentation materials.

3. PQR Closing

- .1 Pre-qualification is open year round and Submissions are accepted at any time.

4. Submission Evaluation

- .1 Proponents are deemed to understand and agree that the Submissions submitted by them will be evaluated against the evaluation criteria in the PQR by the evaluation team, according to the evaluation team's sole and best judgment and discretion, to determine whether the Proponent meets the qualification requirements of the area of technical expertise.
- .2 Subject to the requirements of FOIP, such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.
- .3 Any Submission considered by the evaluation team to be unacceptable in any of the evaluation criteria may be disqualified and may not be considered for further evaluation at the sole discretion of the Department.
 - .1 Pre-qualification of Proponents will be at the sole discretion of Alberta Transportation and Economic Corridors. The Department reserves the right to deny pre-qualification of Proponents with inadequate credentials or due to unsatisfactory past performance.

5. Notification of Results

- .1 The Department will endeavour to notify Proponents of their classification status within two months. Any required clarifications, interviews or presentations may extend the timeframe for notification.

6. References

- .1 The Department may contact references, including references other than those submitted by the Proponent. Following the reference checks, the Evaluation Team may modify their initial evaluation scores to reflect the clarifying information.

7. Re-Submission of Documents

- .1 Unsuccessful Proponents may reapply for pre-qualification once the deficiencies in their statement of qualifications have been rectified.

8. Pre-Qualification Renewal

- .1 Every seven (7) years, the Department requires all Pre-Qualified Proponents to indicate their intention to renew their prequalification status. Failure to do so will result in forfeiture of prequalification status.
- .2 Pre-Qualified Proponents who have held active contracts with the Department within the seven (7) year period will have their pre-qualification status renewed at the sole discretion of the Department. Additional information may be requested from the Review Board Member and the Review Board Member's qualifications may be re-assessed prior to a decision being made on renewal of pre-qualification status.
- .3 Pre-Qualified Proponents who have not held active contracts with the Department within the seven (7) year period may be requested to re-submit a pre-qualification submission. Pre-Qualified Proponents that have not performed at an acceptable level may be subject to sanction at the sole discretion of the Department

9. Pre-Qualification Status

- .1 Pre-qualification status may be withdrawn by Alberta Transportation and Economic Corridors at any time due to unsatisfactory performance.

10. Inquiries

- .1 Inquiries regarding this PQR must be emailed to the individual identified as the Inquiries Contact on the cover page of this PQR. Refer to the Article entitled "Proponent Questions" of the PQR Terms and Conditions for additional information.
- .2 When submitting inquiries, identify the PQR title and number in the email subject line.

END OF SECTION

SECTION 4 - Request for Services

- .1 The Department, at its discretion, may issue Department procurements to request Pre-Qualified Proponents' services as Water Management Project Review Board Members. In doing so, the Department will, from time to time, advertise Requests for Proposals (RFPs) on the Alberta Purchasing Connection website.
- .2 The RFP advertised during Department Procurements will:
 - .1 Describe the relevant services;
 - .2 Identify the specific technical expertise requirements; and
 - .3 Identify the anticipated duration and expected work load;

for each Water Management Project Review Board. Such requirements may be in addition to the requirements described in this PQR.

- .3 Only Pre-Qualified Proponents will be eligible to submit for Department procurements.
- .4 The Department will evaluate proposals submitted by interested Pre-Qualified Proponents and select the successful Pre-Qualified Proponent(s) based upon the evaluation and scoring criteria set out in the RFP.
- .5 The Department makes no guarantee of the value or volume of work Pre-Qualified Proponents may receive through this PQR or subsequent Department procurements.
- .6 A pro forma Contract is included with this PQR as an attachment. Pre-qualified Proponents who are selected by the Department to provide Services as a Review Board Member for water management projects will be required to enter into this Contract.

END OF SECTION

SECTION 5 - Submission Requirements

1. Intent

- .1 This section specifies the format and content requirements for the pre-qualifications Submissions.
 - .1 The Department may independently verify any or all information contained in a submission including, but not limited to, verification of experience and qualifications.
 - .2 At the sole discretion of the Department, a submission may not be considered for further evaluation should the results of the verification not substantially match the information submitted by the Proponent.

2. Submission Requirements and Evaluation

- .1 Organize the Submission to clearly and succinctly present the required information.
- .2 The Department will receive Submissions in electronic PDF format to the email address identified on the cover of this PQR only.
- .3 Submit one email which includes a PDF file attachment containing the following:
 - .1 PQR Qualifications Submission (submitted in an unprotected searchable PDF version of the entire package)
 - .2 Clearly indicate in the file name "Qualification Submission"
 - .3 Include:
 - .1 A general cover letter;
 - .2 The Administrative Requirements Form & Technical Expertise Selection Form (this form is included for Proponents as an attachment to this PQR);
 - .3 A comprehension letter describing the Proponent's technical review board comprehension and relevant technical experience
 - .4 The Proponent's resume, which demonstrates their qualifications, expertise and track record relevant to Review Boards and to each applicable area of expertise; and
 - .5 A list of a minimum of three (3) references who can speak to the Proponents' relevant review board experience and relevant technical experience (please see Section 5.4, References).
- .4 The file size of the PQR Qualifications Submission should not exceed *10 MB*.

- .4 The page limit for the PQR Qualifications Submission shall be determined as follows:
 - .1 In their Comprehension Letters, Proponents shall:
 - .1 Provide the information requested at “Technical Review Board Comprehension” within three (3) pages.
 - .2 Provide the information requested below at “Relevant Technical Experience by Area” within 2 pages for each area of technical expertise they wish to be pre-qualified in.
 - i. If a Proponent wishes to only be pre-qualified in one area of technical expertise, their discussion of the information requested for “Relevant Technical Experience by Area” shall be two (2) pages long.
 - ii. If a Proponent wishes to be pre-qualified in two areas of technical expertise, their discussion of the information requested for “Relevant Technical Experience by Area” shall be four (4) pages long and will consist of a 2 page discussion relating to one area and another 2 page discussion relating to the other area.
 - iii. Proponents shall include discussions relating to pre-qualification in three (3) or more areas in a like manner.
 - .3 Proponents may request to be pre-qualified in as many areas of technical expertise as they wish.
 - .3 The cover letter, Administrative Requirements Form & Technical Expertise Selection Form, and Proponents’ resumes are excluded from the page limit. Reference lists must not be longer than 1 page.
 - .4 Submissions shall be made on 8½" x 11" pages or equivalent. Proponents should use an easy to read font type and size, such as 11 point Arial or 12 point Calibri.
 - .5 Do not include appendices.
 - .6 Proponents may include additional information which they consider relevant in the Comprehension Letter. However, the maximum number of pages for the Comprehension Letter may not be exceeded.
 - .7 Any pages exceeding the Comprehension Letter page limit will not be provided to the Evaluation Team or considered in the evaluation, unless specifically noted above.

3. Comprehension Letter

Technical Review Board Comprehension

- .1 Outline the Proponent’s knowledge about the role of a technical review board.

- .2 Demonstrate an understanding of the requirements of the Services required of a Review Board Member, including:
 - .1 Advising the Department on all technical matters related to the design, construction, and safety of water management projects;
 - .2 At the request of the Department, forming a technical review board, including the selection of a chair, independent of the Project Consultants;
 - .3 Participating in review meetings where the design, construction and safety aspects of proposed water management projects are presented by the Project Consultants;
 - .4 Attending site visits throughout the various phases of water management projects in order to become familiar with the project and remain informed; and
 - .5 Participating in the preparation of review meeting recommendations for the Department's consideration and distribution.

Relevant Technical Experience by Area

- .1 Demonstrate knowledge of the relevant specifications, guidelines, applicable legislation, and processes involved in providing technical expertise and technical review of water management projects.
- .2 Outline and describe the Proponent's educational qualifications, appropriate professional designations, and relevant project experience in major water management projects.
 - .1 Proponents shall provide the above information in relation to each area of technical expertise that they wish to be pre-qualified in.

4. References

- .1 Proponents must provide a minimum of three (3) references. These three references must include at least:
 - .1 *One reference who can speak to Proponents' relevant review board experience; and,*
 - .2 *One reference in each area of technical expertise who can speak to Proponents' relevant technical experience in each are they are applying to be pre-qualified for.*

END OF SECTION

Evaluation

5. Method of evaluation

- .1 Proponents will receive an evaluation score out of 100 points for each area of technical expertise they wish to be qualified in. Scores may differ between each area of expertise.
- .2 Proponents will receive one score for each of the following evaluation criteria:
 - .1 Administrative Requirements Form & Technical Expertise Selection Form;
 - .2 Comprehension Letter – Technical Review Board Comprehension;
 - .3 Resume – Qualifications, experience and track record relevant to Review Boards; and
 - .4 References Regarding Relevant Review Board Experience.

These scores will be applied to the evaluation of each area of technical expertise submitted.

- .1 Proponents will be pre-qualified where they meet the minimum administrative requirements and receive a minimum score of equal to seventy percent (70%) or more of the maximum achievable score for an area of technical expertise.
- .2 Proponents may be pre-qualified in one, some, or all areas of technical expertise they submit for.

END OF SECTION

6. Evaluation Form

**SUBMISSION EVALUATION CRITERIA
FOR INFORMATION ONLY**

Do not submit this form with the Submission

WATER REVIEW BOARD QUALIFICATION SUBMISSION REQUIREMENTS	Max. Score
1. Administrative Requirements Form & Technical Expertise Selection Form	/10
2. Comprehension Letter	/40
.1 Technical Review Board Comprehension	/20
.2 Relevant Technical Experience	/20
3. Resume	/35
.1 Qualifications, Experience and Track Record Relevant to Review Boards	/20
.2 Qualifications, Experience and Track Record Relevant to Area of Technical Expertise	/15
4. References	/15
.1 Regarding Relevant Review Board Experience	/10
.2 Regarding Relevant Experience in Each Area of Technical Expertise	/5
TOTAL SCORE:	100

END OF SECTION

1.0 PQR TERMS AND CONDITIONS

1.1. ACCESS TO PQR DOCUMENTS

The Province uses the Alberta Purchasing Connection (APC) to post procurement opportunities. The Proponent should, when submitting a submission, obtain the PQR directly from APC to facilitate receiving any PQR updates or amendments issued by the Province. The Province will reject submissions that do not comply with the PQR requirements, including PQR requirements that have been updated or amended by the Province through APC.

The Province will assume no responsibility or liability for the completeness of any PQR documents, updates, or amendments obtained from a source other than identified above.

1.2. SUBMISSION REQUIREMENTS

Submissions must be delivered via email to the Submission Address identified on the cover page.

1.3. PROPONENT QUESTIONS

All questions and any form of communications with the Province regarding this PQR must be submitted via email to the Inquiries Contact identified on the cover page.

If an inquiry requires an interpretation or modification of the PQR, the response to that inquiry will be issued in the form of a written addendum. However, the Province reserves the right to provide a particular response only to the Proponent that has asked the question, depending on the nature of the question and response required, or not to issue a response at all.

The Proponent has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this PQR, as it is discovered, and to request any instruction, decision, or direction required to prepare the submission.

Submit inquiries as early as possible before the PQR closing time. If an inquiry requires an interpretation or modification of the PQR, but is received too close to the PQR closing time to permit issuance of an addendum, the Province may be unable to respond to that inquiry.

Any replies to inquiries or interpretations or modifications of the PQR made verbally, or by any manner other than in the form of a written addendum, are not binding on the Province.

1.4. SUBMISSION RECEIPT AND OWNERSHIP

Submissions and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

1.5. CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, and if applicable, the Proponent's employees, subcontractors, and agents shall:

- a) keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province or third parties acquired as a result of participation in the PQR; and,
- b) only use, copy or disclose such information as necessary for the purpose of submitting a submission or upon written authorization from the Province.

The Proponent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

No press release or other public announcement relating to this PQR shall be issued without the prior written consent of the Province.

1.6. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP)

The Proponent acknowledges that:

- a) FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under the PQR and which are in the custody or under the control of the Province. FOIP allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in FOIP; and,
- b) The Proponent, if it considers portions of its submissions to be confidential, shall identify those parts of its submission to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under FOIP.

1.7. CONSENT TO THE USE OF PERSONAL INFORMATION

The purpose of collecting Personal Information for this PQR is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the submission, and for



other related program purposes of the Province. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time and Section 33 (c) of the FOIP Act. The Proponent may contact the Inquiries Contact identified in the PQR regarding any questions about collection of Personal Information pursuant to this PQR.

The Proponent consents to the use of their Personal Information in the submission by the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the submission and for other program purposes of the Province.

1.8. CONFLICT OF INTEREST

Proponents must fully disclose to the Inquiries Contact, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent or any proposed sub-contractor if the Proponent were to become a Pre-Qualified Contractor pursuant to this PQR. The Province shall review any submissions by Proponents under this provision and may reject any submission where, in the opinion of the Province, the Proponent or any proposed sub-contractor is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become a Pre-Qualified Contractor pursuant to this PQR.

1.9. LOBBYISTS ACT

The Proponent acknowledges that:

- a) the *Lobbyists Act* (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act*; and,
- b) they are responsible for complying with the *Lobbyists Act* (Alberta) during the PQR process.

1.10. AGREEMENT ON INTERNAL TRADE AND NEW WEST PARTNERSHIP TRADE AGREEMENT

This PQR is subject to Chapter 5 (Government Procurement) of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

1.11. PQR TERMS AND CONDITIONS

By submitting a submission, the "PQR Terms and Conditions" contained in this PQR are deemed to be accepted by the Proponent in their entirety and without any changes.

1.12. EXTENSION, AMENDMENT TO OR CANCELLATION OF PQR

The Province may amend, suspend, postpone or cancel this PQR in its sole discretion.



1.13. COSTS OF THE SUBMISSION

The Proponent is responsible for all costs of preparing and presenting its submission and, if applicable, an interview with the Evaluation Team.

1.14. SUBMISSION

A Proponent must not submit more than one submission unless it is requested in the PQR.

1.15. REPRESENTATIONS AND WARRANTIES

Statements made in a Submission may be incorporated into, attached to, or otherwise included in any Contract a Pre-Qualified Proponent may enter into with the Province as a Water Management Project Review Board Member.

1.16. RELEASE OF SUBMISSION INFORMATION

The Province reserves the right to disclose the names of responding Proponents and any summary cost information deemed appropriate by the Province.

1.17. PROPONENT DEBRIEFING

At the written request of an unsuccessful Proponent, the Province may, in its discretion, conduct a debriefing to tell the Proponent why its submission was rejected, or why they were not pre-qualified.

1.18. LIMITATION OF LIABILITY

Notwithstanding any other provision in this PQR, a Proponent who responds to this PQR agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

- a) The PQR process;
- b) The evaluation of PQR submissions;
- c) the pre-qualification of a Proponent as a Pre-Qualified Contractor; or
- d) a decision not to pre-qualify a Proponent as a Pre-Qualified Contractor

shall be limited to the Proponent's actual PQR submission preparation costs. "PQR submission preparation costs" are the actual costs borne by a Proponent to prepare and submit its submission. By submitting a PQR submission, a Proponent acknowledges and accepts this limitation.

1.0 Administrative Requirements & Technical Expertise Selection Form

The term “experience” in the requirements for each area means working experience and not education or training, unless otherwise stated.

The Proponent agrees that they have following minimum administrative requirements in place, and that by signing this Form, the Proponent verifies the below three (3) statements to be true:

- a. The Proponent is willing and able to travel within the Province;
- b. The Proponent has the appropriate professional designation required for their discipline, such as a P.Eng., P.Biol, or P.Ag., is in good standing with APEGA or any other relevant Professional organization and has extensive relevant knowledge and experience in one or more areas of expertise including:
 1. Geotechnical engineering, hydrotechnical engineering, construction engineering, structural engineering, electrical and mechanical engineering systems, project management, contracting and claim review of water management projects, or environmental regulation & regulatory process.
- c. The Proponent does not have an existing contractual or employment relationship nor is directly affiliated with any consulting firms operating within the province of Alberta.
 1. The Department will consider an existing contractual or employment relationship or direct affiliation with a consulting firm operating within the province of Alberta to be a conflict of interest, and said conflict of interest must be disclosed to the Department according to the provisions of the PQR Terms and Conditions.
- d. Proponents must provide proof of the above upon request.
It is desirable for Proponents to have the following:
 - a. Office space (home office is acceptable);
 - b. A Computer with access to email and high speed internet;
 - c. A mobile telephone; and
 - d. The ability to participate in meetings over the internet through programs such as Zoom, Microsoft Teams, and Webex.

This Attachment contains the selection form for the areas of technical expertise listed in the PQR Section titled “Areas of Technical Expertise”. Proponents’ Qualification Submissions must demonstrate competence in each area of technical expertise that they wish to be pre-qualified in.

PROPONENT
NAME: _____

Indicate each area of expertise the Proponent wishes to be pre-qualified in as a Review Board Member.		
Areas of Technical Expertise Category	Description of Work	Indicate with a check mark in this column
Geotechnical Engineering	<p>Knowledge and experience in geotechnical engineering related to water management infrastructure including:</p> <ul style="list-style-type: none"> j. earthen embankments; k. dams; l. canals; m. drainage channels; n. roads; o. culvert crossings; p. spillways; q. low level outlets; and, r. in geotechnical investigations of berms, canal banks and berms, and drainage systems, etc. 	
Hydrotechnical Engineering	<p>Knowledge and experience in hydrotechnical engineering related to water management infrastructure including:</p> <ul style="list-style-type: none"> f. hydraulic and fluid dynamics in open channel and closed systems; g. surface and subsurface hydrology; h. seepage monitoring and measurement; i. drainage systems; and, j. erosion protection, etc. 	
Construction Engineering	<p>Knowledge and experience in construction engineering related to water management infrastructure including:</p> <ul style="list-style-type: none"> d. designing; e. planning,; and, f. construction, etc. 	

Indicate each area of expertise the Proponent wishes to be pre-qualified in as a Review Board Member.		
Areas of Technical Expertise Category	Description of Work	Indicate with a check mark in this column
Structural Engineering	<p>Knowledge and experience in structural engineering related to water management infrastructure including:</p> <p>b. concrete, steel, and timber design related to spillways, drop structures, check structures, siphons, low level outlets, gates and other water management structures, etc.</p>	
Electrical and Mechanical Engineering and Control Systems	<p>Knowledge and experience in electrical and mechanical engineering and control systems related to water management infrastructure including:</p> <p>n. site services; o. distribution; p. back up power systems; q. power monitoring; r. gates; s. hoists; t. valves; u. pumps; v. water borne debris and trash management; w. industrial PLC based; x. operator interfaces; y. programming; and, z. process instrumentation, communications, etc.</p>	
Project Management, Contracting and Claim Review	<p>Knowledge and experience in project management, contract claim review and analysis, and schedule analysis, etc.</p>	
Environmental and Regulatory	<p>Knowledge and experience in environmental and regulatory requirements related to water management infrastructure including:</p> <p>d. understanding the environmental impacts on water projects;</p>	

Indicate each area of expertise the Proponent wishes to be pre-qualified in as a Review Board Member.		
Areas of Technical Expertise Category	Description of Work	Indicate with a check mark in this column
	<ul style="list-style-type: none"> e. knowledge of Federal and Provincial Regulations and Acts as well as Alberta Transportation's Environmental Management System (EMS); and, f. understanding and experience with environmental assessments, regulatory approvals/authorizations processes, and particular knowledge of valued ecosystem components (VEC) relevant to water projects including: Fisheries, Wetlands, Hydrology Navigation, Cultural Resources Soils, and Vegetation, etc. 	
Dam Safety Management	<p>Knowledge and experience in dam safety management requirements related to water management infrastructure including:</p> <ul style="list-style-type: none"> d. frameworks for dam safety activities, decisions, and supporting processes in accordance with Provincial Regulations and Acts; e. knowledge and experience with operations, maintenance and surveillance requirements to ensure a dam is managed with appropriate regard for safety; and, f. understanding and experience with emergency preparedness including the establishment of emergency response and preparedness plans. 	

Submitted this _____ day of _____, 20____.

 (Name and Title of Proponent)

 (Signature of Proponent)



PRO FORMA ALBERTA TRANSPORTATION CONSULTING SERVICES CONTRACT



CONSULTING SERVICES CONTRACT

BETWEEN

ALBERTA TRANSPORTATION AND ECONOMIC CORRIDORS

-OR-

ALBERTA ENVIRONMENT AND PROTECTED AREAS



ALBERTA TRANSPORTATION AND ECONOMIC CORRIDORS

Consulting Services Contract

FOR

[PROJECT TITLE - SAME AS TOR]

[PROJECT SUB-TITLE]

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF ALBERTA

as represented by the Minister of Transportation and Economic Corridors;
and the Minister of Environment and Protected Areas

(hereinafter called the "Department")

AND

[CONSULTANT'S NAME]

(hereinafter called the "Consultant")

Contract No. XXXXX

The Department desires that consulting services be rendered for **[Description]** (hereinafter called the "**Project**").

The Department and the Consultant agree as follows:

This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it.

The scope of services to be provided by the Consultant for the Project shall be:

- i. To review and advise the Minister on all technical matters related to the design, construction, and safety of the project infrastructure, as requested by the Minister and as summarized in Schedule A; and
- ii. Independent of the project designers.

1. **DEFINITIONS**

Consultant means the person, organization or company with whom the Department enters into Contract to perform the Services required by this Contract.

Consultant's Representative means the person identified in writing by the Consultant as having the authority to represent the Consultant.

Contract means Consulting Services Contract

Close-out Costs mean those costs incurred by the Consultant following termination of the Contract to bring the project to a close and provide Project information to the Department as compiled to the point of termination.

Deliverables means information, project plans and designs, contract documentation, contract supervision, planning studies, and other relevant information as defined in the Contract that the Consultant has committed to provide to the Department under the terms of the Contract.

Department means His Majesty the King in right of Alberta, as represented by the Minister of Transportation and Economic Corridors, or their duly authorized representative.

Expenses means that portion of the total fee that covers indirect consultant costs, such as Sub-consultant costs and other disbursements.

Fees means the compensatory amount that the Department will pay the Consultant in return for the services and deliverables as defined under the terms of the Contract.

Force Majeure Event means any war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic, pandemic including Covid 19, or quarantine restriction that prevents, delays or interrupts the performance of any obligation under the Contract, other than any obligation to pay any money, and provided such event does not occur by reason of:

- i) The negligence of the party relying on the Force Majeure Event (or those for whom it is in law responsible); or
- ii) Any act or omission of the party relying on the Force Majeure Event (or those for whom it is in law responsible) that is in breach of the Contract.

Project/Services Schedule means the time period agreed to by the Department and the Consultant within which services are to be performed, from the date of commencement of the services to the date of completion of the services.

Services means everything that is necessary to meet the Consultant's obligations under the Contract.

Subconsultant means any architect, professional engineer or other person engaged by the Consultant to perform part of the services included in the Contract.

2. **RESPONSIBILITIES AND AUTHORITY**

Consultant

The Consultant shall, independent of the project designers, review and advise the Department on all technical matters related to the design, construction, and safety of the project infrastructure, as requested by the Department.

The Consultant shall observe and comply with all Federal, Provincial and Municipal statutes, codes, regulations and by-laws.

The Consultant shall designate a representative to be in charge of the services and to liaise with the Department's representative.

No change to the scope of work performed in the Project as defined in this Contract and schedules shall be allowed without the express written permission of the Department's representative, other than in the case of emergency. In the case of such emergency the Consultant shall notify the Department's representative as soon as possible.

The Consultant agrees to hold harmless the Department and the Department's employees and agents from any and all third party claims, demands or actions for which the Consultant is legally

responsible, including those arising out of negligence or willful acts by the Consultant or the Consultant's employees or agents.

This hold harmless shall survive this Contract.

CONFLICTS OF INTEREST

1. The Consultant and the Consultant's employees, subcontractors and agents:
 - (1) Shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the consultant or its employees into question;
 - (2) Shall not influence, seek to influence, or otherwise take part in a decision of the Department, knowing that the decision might further their private interests;
 - (3) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes , or would appear to cause, a conflict of interest, and
 - (4) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Consultant shall promptly declare it to the Department.
 - (5) Shall comply with, and ensure that its employees and subcontractors comply with, the Lobbyists Act of Alberta.
2. In the event the Consultant becomes aware of any matter that causes or is likely to cause

a conflict of interest in relation to the Consultant's performance under this Contract, the Consultant shall immediately disclose such matter to the Department in writing.

3. In the event that the Department becomes aware of the existence of a pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Consultant's obligation to the Department other than by notification, the Department may take whatever action the Department deems appropriate including the termination of this Contract should the Department determine such action appropriate.
4. A breach of the conflict of interest clauses of this Contract constitutes grounds for termination of the Contract, should the Department determine such action appropriate.

INFORMATION DISCLOSURE

1. All information provided by either party to the other party is subject to the disclosure and protection provisions of the Freedom of Information and Protection of Privacy Act (Alberta), ("**FOIPP Act**"), as amended, revised or substituted from time to time. The FOIPP Act allows any person a right of access to records in the Department's custody or control, subject to limited and specific exceptions as set out in the FOIPP Act.
2. The Consultant may identify those parts of any submission from the Consultant to the Department that the Consultant considers confidential and what harm could reasonably be expected from disclosure. The Department does not warrant that this identification will preclude disclosure if disclosure is determined to be required under the FOIPP Act.
3. Deliverables produced by the Consultant, which are the property of the Department under this Contract, could be considered records under the control of a public body and could therefore also be subject to the FOIPP Act before delivery to the Department.
4. Before disclosing to the Department any individual's personal information, as defined in FOIPP Act, the Consultant shall obtain the consent of the affected individual. The consent must be in writing and must specify to whom the personal information can be disclosed

and how the personal information can be used.

OWNERSHIP OF DELIVERABLES AND OF COPYRIGHT

1. Ownership in all Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Contract by the Consultant, the Consultant's employees, subcontractors or his agents, belongs to the Department as they are made, prepared, developed, generated, produced or acquired. The Materials shall be delivered to the Department the earlier of as specified in this Contract or upon completion or termination of this Contract.

2. The Consultant
 - (i) irrevocably waives in whole all moral rights, and
 - (ii) shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,
to the Materials made, prepared, developed, generated, produced, or acquired under this Contract and declares that these waivers shall operate in favour of the Department and the Department's assignees and licensees.

Department

The Department's representatives shall be the interpreter of the requirements of the Contract, consistent with the intent of the Contract.

The Department's representatives may request the Consultant to make changes in the scope, and the Consultant shall advise the Department of the effects of such changes on the Contract, including scope of services, Project schedule, compensation and other implications to the Project.

The Department's representatives may suspend or terminate the Contract at any stage and terminate this Contract at the Department's sole and absolute discretion by giving written notice to the Consultant.

During a period of suspension, the Consultant shall minimize all fees and expenses relating to the services on the Project that may occur during this period. The Department shall pay the Consultant for those fees and expenses in accordance with the Contract that are substantiated as having been reasonably incurred during the suspension period.

The effective date of termination of the Contract shall not be less than 7 (seven) days after receipt of such notice. Upon receipt of notice to terminate, the Consultant shall take steps to bring the Project to a close and not perform any further work after the termination date. The Department shall pay the Consultant for the services provided and expenses incurred in accordance with this Contract up to the effective date, and for any substantiated close-out costs reasonably incurred after the date of termination.

The Department agrees to hold harmless the Consultant and the Consultant's employees and agents from any and all third party claims, demands, or actions for which the Department is legally responsible, including those arising out of negligence or willful acts by the Department or the Department's employees or agents.

The Department agrees to hold harmless the Consultant against any claims by third parties for bodily injury or property damage to the extent that a Court of competent jurisdiction has determined that such injury or damage was caused or contributed to by deficient Project Requirements.

This hold harmless shall survive this Contract.

Project Requirements are defined as guidelines or specifications approved in writing by the Department including but not limited, to "Engineering Consultant Guidelines for Highway, Bridge

and Water Projects, Volume 1 - Design and Tender”, and “Engineering Consultant Guidelines for Highway, Bridge and Water Projects, Volume 2 - Construction Contract Administration”.

3. **PROJECT SCHEDULE**

The commencement date for this Contract shall be the date of **Execution**. The completion date for this Contract shall be **[Date in Bold]** unless amended by mutual consent. The extension of the completion date assumes no other changes to the terms and conditions of the agreement.

4. **FEES AND PAYMENT**

The maximum amount payable by the Department to the Consultant under the Contract is **[\$X,XXX.XX]** (based on \$***/hour) and must not be exceeded without the express permission of the Department.

Cost details to complete the Project inclusive of fees and expenses are as shown in Schedule **B**.

The Consultant shall submit detailed invoices to the Department’s representative for authorized services performed in accordance with this Contract.

The Department certifies that the purchaser of the services described in this Contract is the Government of Alberta or a listed tax-free Government of Alberta Agency, and the purchaser is therefore not subject to the GST or the HST.

The Consultant shall:

- (a) For the purposes of determining fees by other than a lump sum basis, keep and maintain in accordance with generally accepted accounting principles complete and accurate books, records, and accounts of all costs, expenditures and commitments relating to this Contract and, on 2 - days (or as extended at the discretion of the

Department) prior notice, provide to the Department these documents to examine, audit and take copies and extracts.

- (b) Keep the documents referred to in this clause (a) above for 3 years following the completion or termination of this Contract.

For services outside of the Scope of Work, the Consultant shall submit a cost estimate to the Department's representative. These services and estimate shall be approved in writing by the Department's representative prior to any extra work being performed. The estimate may be based on a fee schedule of hourly charge-out rates and a schedule of disbursements shown in the attached Schedule(s), or on a lump sum (all based on original proposal rates).

5. GENERAL PROVISIONS

All plans, drawings, specifications, designs, data, programs and documents prepared under this Contract shall be and remain the exclusive and confidential property of the Department. All information pertaining to the Project supplied by the Department shall be treated by the Consultant as confidential during as well as after completion of the Project. The Consultant shall not permit any use of such documents for any purpose without the prior express written permission of the Department.

The copyright of all technical documentation provided by the Department or created during the execution of the Project by the Consultant, his employees or sub-consultants belongs to the Department. All such material shall be transferred to the Department upon completion of the Project or as required by the Department. The Consultant shall have no rights to any invention or apply for any patents for materials developed or conceived through the prosecution of the Project.

The Consultant shall be responsible for all work performed, and review of the Consultant's work by the Department shall not relieve the Consultant of any responsibility. Signing of documents by the Department's staff does not relieve the Consultant from any responsibility for their work.

A Contract with a sub-consultant does not relieve the Consultant of any obligation under this Contract, nor does it impose any liability upon the Department.

The Consultant shall exercise reasonable care in providing the services for the Project and must also achieve a standard of competence of a reasonably skilled person engaged in work in the profession to which the Consultant is engaged to provide services under this Contract.

Force Majeure Event

If a Force Majeure Event occurs then notwithstanding any other provision of the Contract:

- i) To the extent that and for so long as either party is prevented by the Force Majeure Event from performing any obligation under the Contract, that party is relieved from liability due to its inability to perform or delay in performing that obligation; and
- ii) If the Force Majeure Event wholly or substantially prevents the Consultant from proceeding with the Services then the specified or adjusted completion date or Project/Services Schedule as applicable shall be adjusted for the period of the Force Majeure Event.

Upon either party becoming aware of the occurrence of a Force Majeure Event that prevents that party from performing any obligation under the Contract, that party shall in a timely manner give the other party notice of the Force Majeure Event, including reasonable details of the anticipated effects on performance of the Contract, and thereafter the Consultant shall, on an ongoing basis, notify the Department of its plans for remedying or mitigating the effects of the Force Majeure Event.

If the Consultant anticipates that the Force Majeure Event will delay completion of the applicable Services by the specified or adjusted completion date, but is of the opinion the delay can be avoided or mitigated through extraordinary measures, the Consultant may propose to the Department that such extraordinary measures be taken by the Consultant at the Department's expense.

6. CLAIMS

If a situation or occurrence arises between the Department and the Consultant, in connection with or arising out of the Contract or the execution of the Project, which results in a difference of opinion between the parties as to payment or compensation required under the Contract, such a situation or occurrence will be considered a claim (the "**Claim**").

The Department or Consultant shall issue a notice of the Claim ("**Notice of Claim**") to the other party. The Notice of Claim shall be in writing and shall state the details of the Claim.

The Notice of Claim shall be served as soon as possible after the occurrence of the circumstance giving rise to the Claim and not later than seven (7) days after the occurrence of the circumstance or the claimant becoming aware of the circumstance. Failure to serve the Notice of Claim within this prescribed time period will prejudice the claimant's right to proceed with the Claim, unless the claimant can demonstrate that such delayed notice did not prejudice the ability of the other party to take action to minimise any additional costs resulting from the Claim.

The claimant shall maintain such records as may be necessary to support the Claim and the other party shall have the right to inspect such records.

Both parties shall make bona fide efforts to resolve the Claim. Attempts to resolve the Claim shall sequentially follow the Department's administrative review structure as follows:

1. **Regional Director,**
2. **Assistant Deputy Minister, Capital Planning, Grants, and Engineering Services.**

If the Claim is not resolved to the satisfaction of both parties through this process and the claimant wishes to pursue the matter further, it is incumbent upon the claimant to issue a Dispute Notice (as defined and in accordance with clause 9, Disputes).

7. DISPUTES

If the Claim has not been resolved by the claims review process (as set out in clause 8) (now the “**Dispute**”), the Dispute will be resolved in accordance with the dispute resolution procedure set out below (the “**Dispute Resolution Procedure**”):

a) the Dispute Resolution Procedure shall be started by delivery of a notice (the “**Dispute Notice**”) in writing and expressly referring to this clause 9, from one party to the other party providing details of the Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute;

b) any Dispute Notice issued by the Consultant to the Department must be sent to:

Executive Director, Strategic Procurement and Grants Branch

3rd Floor, Twin Atria Building

4999 - 98 Avenue

Edmonton, AB, T6B 2X3

c) within 30 days from the receipt of the Dispute Notice, officials designated by the Department and the Consultant will meet (the “**Settlement Meeting**”) at a mutually acceptable time and place to make all reasonable efforts to attempt to resolve the Dispute (all negotiations held pursuant to the Settlement Meeting are to be held on a without prejudice basis and will not be used by either party as evidence at any other proceeding); and

d) if the Settlement Meeting does not result in resolution of the Dispute, either party may refer the Dispute to a court of law of competent jurisdiction.

8. SUCCESSORS AND ASSIGNMENT


The Consultant shall not assign or otherwise dispose of any of its rights, obligations or interests in this Contract without the prior written consent of the Department, which shall not be unreasonably withheld. Any attempt to assign any of the rights, obligations or interests in this Agreement without the written consent of the Department is void. If the Department consents, it is a condition of such consent that the assignee, the assignor and the Department enter into an agreement satisfactory to the Department.

This Contract shall apply to and be binding on both parties and their successors and permitted assigns.


If the Consultant is an individual and dies or becomes incapacitated before the Project has been completed, this Contract shall be deemed cancelled as of the date of his death or incapacity, and the Department shall pay for the services rendered and disbursements made to the date of the cancellation.

9. ADDRESSES OF PARTIES

Notices or communications required or desired to be given pursuant to this Contract may be given to the Department by delivery to or by mail addressed:

<p style="text-align: center;">[Name] [Title] Alberta Transportation and Economic Corridors [Address]  (xxx) xxx-xxxx email:</p>

Notices or communications required or desired to be given pursuant to this Contract may be given to the Consultant by delivery to or by mail addressed:

<p style="text-align: center;">[Name] [Company Name] [Address]  (xxx) xxx-xxxx email:</p>

Either party may change its address by advising the other party in writing.

Proof of the giving of any notice not sent by registered mail shall be on the party giving the same. Notices mailed shall be deemed to have been given at the time they would be delivered in the ordinary course of mailing.

This Contract may be executed by the parties in counterparts, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed an original and all which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF this Contract has been executed by the parties hereto:

HIS MAJESTY THE
KING IN RIGHT OF
ALBERTA, as
represented by the
Minister of
Transportation and
Economic Corridors

[CONSULTANT'S NAME]

Per:

Per:

Signature

Signature

Jennifer Smid

Print Name

Print Name

Director,
Procurement
Strategy and
Planning

Title

Title

Date

Date