

INCLUDE IN ALL PROJECTS WHERE TRAFFIC ACCOMMODATION MEASURES WILL BE IMPLEMENTED

AMENDMENTS TO SPECIFICATION 7.1, TRAFFIC ACCOMMODATION AND TEMPORARY SIGNING, RE: BONUS AND PENALTY ASSESSMENT

- i) The Contents of Subsection 7.1.14, COMPLIANCE, are replaced in their entirety with the following:

7.1.14.1 *Infractions*

In cases where the Contractor is not in compliance with the Specification requirements and, in the opinion of the Consultant or Department, there is imminent danger to the travelling public, the Consultant or Department has the authority to order the immediate suspension of work. Such orders, when issued, will be made in writing.

In cases where the Contractor is not in compliance with the Specification requirements but, in the opinion of the Consultant, the infraction is not causing imminent danger to the travelling public, the Consultant will use the following escalating process to address each instance:

- i) Stage 1 - Issue a verbal warning instructing the Contractor to correct an infraction.
- ii) Stage 2 - Issue a written warning instructing the Contractor to correct the infraction.
- iii) Stage 3 - Issue a written order instructing the Contractor to suspend work until the infraction has been corrected to the satisfaction of the Consultant.

7.1.14.2 *Written Non-Compliance Notices*

*In addition to the infraction escalation process described in Subsection 7.1.14.1, **Infractions**, the Department may issue written non-compliance notices to the Contractor for occurrences that are not in compliance with the Specification requirements. These notices may be issued either concurrent with or independent of the verbal and written communications issued as part of the infraction escalation process. Such notices will be subject to the following requirements:*

- *For each of the first 3 written non-compliance notices that may be issued, the Contractor will be given five (5) calendar days to submit a report indicating how they intend to address the respective non-compliance issues, and how future non-compliance issues will be prevented. Where practicable, the report shall include, but not be limited to, written record of*

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site activities, picture/video documentation, sign logs, and documentation showing relevant communications between the Consultant and Contractor. The five (5) day period will commence on the day the Department issues the written non-compliance notice to the Contractor.

The Department will review each report and determine its acceptability within fifteen (15) calendar days of receipt from the Contractor.

- For each of the fourth and subsequent written non-compliance notices that may be issued, the entire work zone will be shut down, The shutdown will remain in effect until direction to resume work operations is given by the Department.

The Contractor will be given five (5) calendar days to submit a report indicating how they intend to address the respective non-compliance issues, and how future non-compliance issues will be prevented. Where practicable, the report shall include, but not be limited to, written record of site activities, picture/video documentation, sign logs, and documentation showing relevant communications between the Consultant and Contractor. The five (5) day period will commence on the day the Department issues the written non-compliance notice to the Contractor.

In addition, a Work Zone Safety Audit will be performed for the entire project. This audit will be carried out by a team consisting of members from the Department, the Consultant, the Contractor, designates of the Alberta Roadbuilders and Heavy Construction Association, and any other third party representation deemed appropriate by the Department. The Department will be responsible for organizing and chairing the audit team.

ii) Subsection 7.1.15, PAYMENT, is revised as follows:

- 1) The following is added after the existing paragraph of Subsection 7.1.15.1,
General:

All costs associated with the preparation and submission of reports by the Contractor necessitated by the issuance of written non-compliance notices will be considered incidental to the Work, and no separate or additional payment will be made.

Costs associated with the participation of the Consultant, Alberta Roadbuilders and Heavy Construction Association members other than the Contractor, and any other third party representation in any required Work Zone Safety Audits will be paid by the Department. Costs incurred by the Contractor for participating in any required Work Zone Safety Audits will be

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considered incidental to the Work, and no separate or additional payment will be made.

- 2) The last 2 paragraphs of Subsection 7.1.15.2, **Bonus and Penalty Assessment**, are replaced with the following:

If none of the following have been issued prior to the issuance of the Construction Completion Certificate:

- *Written order to suspend work or written warning issued by the Consultant.*
- *Written order to suspend work issued by the Department.*
- *Written non-compliance notice.*

the Contractor will receive a lump sum bonus payment of \$500 or 0.1% of the original modified tender price to a maximum of \$5,000, whichever is greater.

In addition to the individual infraction penalties described above, penalties will be assessed for any written non-compliance notices issued in accordance with the following:

- *For the first written non-compliance notice, the Contractor will be issued a penalty consisting of the loss of the bonus payment.*
- *For a second written non-compliance notice, the Contractor will be assessed a penalty of \$500 or 0.1% of the original modified tender price to a maximum of \$5,000, whichever is greater.*
- *For a third written non-compliance notice, the Contractor will be assessed a penalty of \$1,000 or 0.2% of the original modified tender price to a maximum of \$10,000, whichever is greater.*
- *For a fourth or subsequent written non-compliance notice, the Contractor will be assessed a penalty of \$2,500 or 0.5% of the original modified tender price to a maximum of \$25,000, whichever is greater.*

Bonus and penalty assessments and written orders will not be administered separately for separate and distinct work areas within the Contract or for distinct work phases on any given work areas within the Contract, but will be administered as a single process for the entire Work regardless of the number of separate and distinct work areas or the number of distinct work phases on any given work areas.