

# **QUALITY MANAGEMENT ACCORD**

## **ENGINEERING AND OTHER PROFESSIONAL SERVICES**

**BETWEEN:** The Ministry of Transportation of the Government of British Columbia (MoT),

**AND** Consulting Engineering firms providing services to MoT

### **HEREINAFTER REFERRED TO COLLECTIVELY AS THE “PARTIES”**

**WHEREAS:** MoT has a legislative requirement to establish standards for highway design and construction in British Columbia, and

**WHEREAS:** the Parties recognize the importance that the highway system in British Columbia provide safe and efficient service in the movement of people and goods to support the economic development of the Province and well-being of the traveling public, and

**WHEREAS:** safe, cost-effective and efficient highways require engineering and other professional services exhibiting excellence, innovation, and completeness, and

**WHEREAS:** engineering and other professional services exhibiting excellence, innovation, and completeness increase the value of built infrastructure and reduce the lifecycle cost of construction, operation and maintenance, and

**WHEREAS:** Consulting Engineering Firms have control over their work and their sub-consultants, and are fully responsible for the quality of engineering and other professional services delivered, while MoT actively collaborates as a knowledgeable client, accepts the completed work and may conduct random audits, and

**WHEREAS:** the Parties are committed to delivering engineering and other professional services that consistently exhibit excellence, innovation and completeness and Consulting Engineering Firms are capable of meeting this need, and

**WHEREAS:** the conscientious implementation of an appropriate quality management process by each Consulting Engineering Firm and MoT working in partnership will facilitate excellence, innovation and completeness in the delivery of engineering and other professional services, and

**WHEREAS:** the Parties agree that engineering assignments should be directed to organizations that demonstrate excellence, innovation and completeness in the delivery of engineering and other professional services, as exemplified by the leading practitioners in the field, and

**WHEREAS:** the consulting engineering industry is an important contributor to domestic economic development in the Province of British Columbia, and, through the application of experience gained in British Columbia, the consulting engineering industry generates export income for the Province by providing high value professional services to international clients.

**THEREFORE:** the Parties hereby commit to the following:

**QUALITY OF WORK**

1. For each assignment, consulting engineering firms must have an effective, documented Quality Management System in place and be fully responsible for the Quality Control and Quality Assurance of their product.
2. A Quality Management System shall include the following:
  - (a) A demonstrated commitment by senior management to provide quality engineering and other professional services,
  - (b) A written work plan for each assignment, including management of the assignment,
  - (c) A written Quality Plan for each assignment that is understood and used by the staff of the Consulting Engineering Firm, specifying quality management tasks, responsibilities, and documentation,
  - (d) Systematic, documented and effective communication between MoT and the consulting engineering firm, and
  - (e) Documented peer checking and independent concept reviews in accordance with APEGBC Bylaw 14(b).
3. The Parties agree that the implementation of a Quality Management System and the production of work exhibiting excellence, innovation and completeness require the allocation of adequate time and resources, and that these are identified and agreed upon prior to commencement of each assignment.
4. When a project or series of related projects is subdivided into multiple assignments, then MoT will arrange for project coordination, definition of the project concept, and establishment of common standards.
5. At the outset of each assignment MoT will define its expectations of the Consulting Engineering Firm. Both MoT and the Consulting Engineering Firm will identify their respective representative for the assignment. These representatives will be accessible throughout the duration of the assignment to co-ordinate the responses of their organizations to recommendations, alternative proposals and directions received from the other Party.
6. The Parties agree that the purpose of implementing a Quality Management System is to achieve tangible benefits including those listed in Appendix 1.

## REFERENCE MATERIALS

1. The Terms of Reference for each assignment shall identify the relevant reference materials required, including MoT Standards of Practice, Design Standards, Technical Circulars, MoT preferences and other Work Instructions. The Consulting Engineering Firm will ensure that it possesses the relevant reference materials at the start of each assignment. MoT will make all such materials available upon request.
2. Subject to all applicable laws, regulations, bylaws and rules, the Ministry Representative will provide the consulting engineering firm undertaking an assignment with access to up-to-date information on recent tendered unit prices for cost estimating purposes.

## PERFORMANCE EVALUATIONS

1. For each assignment, RISP performance evaluations will be completed by MoT at defined milestones during the course of an assignment. Upon completion of the assignment, an overall performance rating for the consulting engineering firm for the assignment will be derived in accordance with the RISP performance evaluation rating system prevailing at the time.
2. The overall performance rating will be provided to the Consulting Engineering Firm for its review and acceptance. If an overall rating is in dispute, the Regional Manager of Professional Services / Engineering will act as mediator. In the event that the Consulting Engineering Firm is still unable to accept the overall performance rating, it may appeal to the MoT Chief Engineer, whose ruling shall be final.
3. Consulting engineering firms that are rated: **exceeded expectations** on an assignment, will be rewarded by being offered an earlier opportunity to participate in the next eligible assignment.

Conversely, consulting engineering firms that are rated **unacceptable** or **improvement needed** on an assignment will be assigned RISP penalty points in accordance with the RISP rating policy prevailing at the time. Penalty points will delay the next eligible assignment opportunity.

Those consulting engineering firms that receive **unacceptable** or **improvement needed** overall performance ratings will be required to submit documentation in subsequent proposals to demonstrate how their firm has rectified the deficiency in their ability to perform. The Ministry Representative has to be satisfied that that the deficiency has been adequately addressed prior to awarding work to the consulting engineering firm.

4. MoT will review its consultant selection data base (RISP) from time to time to ensure that each consultant's adjudicated levels are commensurate with its performance and the current registered staffing.

**IMPLEMENTATION AND TERM**

1. The Parties agree that the text of this accord will continue to be incorporated into all contracts between MoT and Consulting Engineering Firms.
2. The relevance and applicability of this Quality Management Accord's text and term shall be reviewed on a periodic basis by the CEBC/MoT Liaison Committee at which time it may be modified.

**PROJECT SPECIFIC REQUIREMENTS**

1. On a project specific basis this Accord may be supplemented with more detailed Quality Management requirements in the form of appendices to contractual terms of reference.

The Parties have signed this Quality Management Accord and initialed each page to confirm their agreement to the Principles as stated in the preceding pages:



Ministry of Transportation

(XYZ Consulting Services Ltd)

John Dyble, Assistant Deputy Minister

(CEO, Partner, or Sr. Officer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ENGINEERING AND OTHER PROFESSIONAL SERVICES**

### **QUALITY MANAGEMENT ACCORD**

#### **APPENDIX 1**

##### **Tangible benefits resulting from the implementation of a Quality Management System**

- (a) The completed work will conform with the scope of services, work plan and staffing plan established at the beginning of the assignment or as modified during the course of the assignment.
- (b) The engineering organization should be able to demonstrate that an appropriate number of conceptual or design alternatives have been examined to establish that the option recommended provides optimum value and meets the objectives of the terms of reference. The minimum number of alternatives that are appropriate to examine will vary from project to project, but should be agreed upon between the Parties prior to commencement of the assignment,
- (c) Engineering services should exhibit a standard of excellence, innovation and completeness commensurate with the contemporary standards of a competent, reasonable and prudent engineer.
- (d) Cost estimates are to consider all project costs such as construction, engineering, supervision, environmental protection and mitigation, owner's internal costs, and property and easement acquisition unless specifically excluded or qualified in writing. The intended accuracy of cost estimates under normal circumstances is as follows:
  - (i) Planning/conceptual design stage: +/- 35%
  - (ii) Functional/preliminary design stage: +/- 20%
  - (iii) Detailed design stage: +/- 10%