

**NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE**

**REQUEST FOR PROPOSALS FOR CONSTRUCTION
MANAGEMENT SERVICES**

NCC SOLICITATION NUMBER: AL1821

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GENERAL INSTRUCTIONS (GI) TO PROPONENTS

GI 1 INTRODUCTION

1. This Request for Proposal (RFP) includes three sections, as follows:
 - a. The first section, General Instructions (GI) to Proponents, provides information about this solicitation and its processes;
 - b. The second section, Submission Requirements and Evaluation (SRE), indicates the Proposal format and submission requirements, the basis of selection, etc. Annexes to this section include requirements for the Proponent's certification, Price Proposal, and information about client references; and
 - c. In the third section, the General Conditions (GC) are the terms and conditions applicable to a contract resulting from this solicitation. Annexes to this section detail the contract basis of payment, cost principles, security and insurance requirements, statement of work, etc. Proponents must read and consider this section and its annexes in developing their Proposal.
2. The technical statement of work for a contract resulting from this solicitation are referred to in this RFP as the Terms of Reference (TOR), is the last document to attached to the General Conditions section of the RFP, GC ANNEX 5 - Terms of Reference.

GI 2 PURPOSE

1. The NCC is initiating a process to hire a qualified entity for the provision of Construction Management (CM) services for its construction program of work in the National Capital Region.
2. This RFP defines the requirements for Proponents for this work. The NCC will take all steps necessary to ensure the procurement process is open, fair and transparent.
3. The construction management services are required from contract award, expected to be in late Spring 2021, for a duration of two years. At the NCC's sole discretion, three (3) successive one (1) year option extension(s) may be authorized by the NCC through contract term extension(s).
4. The TOR includes, but it not limited to, the following elements:
 - a. Program and project advisory services;
 - b. Administration services;
 - c. Design management and design assist services;
 - d. Time, cost and risk management services;
 - e. Procurement services;
 - f. Alterations and new construction;
 - g. Commissioning services; and
 - h. Post-construction services.

GI 3 PROCUREMENT APPROACH

1. A one-phase procurement approach that is open to all interested suppliers will be followed. The

selection of a Contractor is based on the mandatory and rated evaluation criteria specified in this document, using a best value basis of selection that includes a combination of technical score and price.

2. The NCC reserves the right to cancel or to modify the solicitation requirements and re-publish the solicitation using the same or different approach.

GI 4 DEFINITIONS

In this RFP, the following words or phrases have the corresponding meaning:

- “Key Individuals”: means the specific roles or individuals identified as such in section 5.2, Experience and Expertise of Key Individuals, of SRE 5 - RATED REQUIREMENTS section of the RFP;
- “Proponent”: means the person or entity (or, in the case of a Joint Venture or consortia, the persons or entities) submitting a Proposal for this RFP;
- “Proposal”: means the formal response by a Proponent to this RFP and is the statement of information that complies with the form and content requirements of this RFP; and
- “Proponent Team”: means the Proponent, its Key Individuals, and any other subcontractor/firm/entity identified in the Proponent’s Proposal for this RFP.

GI 5 OVERVIEW OF SELECTION PROCESS

1. RFP Proposal
 - a. Interested Proponents are invited to submit a Proposal to this RFP in which they:
 - i. indicate whether the Proposal is submitted by an individual firm or by a Joint Venture or any other legal entity;
 - ii. identify the Proponent and Key Individuals proposed for inclusion in the Proponent Team, and the proposed organizational structure of the Proponent Team;
 - iii. describe the extent to which the proposed Key Individuals of the Proponent Team have performed services for the delivery of projects;
 - iv. demonstrate their understanding of the requirements contained in the RFP and explain how they meet these requirements in a thorough, concise and clear manner; and
 - v. clearly and sufficiently address all criteria against which the Proposal will be evaluated. Simply repeating statements contained in the RFP will not be enough.
2. RFP Evaluation and Rating
 - a. Each Proposal received which meets all mandatory criteria, is reviewed, evaluated and rated by the NCC’s evaluation team in accordance with the evaluation criteria set out in the RFP.
 - b. Rated evaluation criteria must meet a minimum pass mark for each rated criterion for further consideration and evaluation of the Proponent’s price submission. The overall Proposal evaluation is a best value combination of rated technical and price scores.

- c. Client references are required and may be contacted by the NCC as part of the evaluation of Proposals.

GI 6 NCC'S EVALUATION TEAM

The NCC's evaluation team may comprise specialists from NCC and technical experts from private industry.

GI 7 ENQUIRIES / COMMUNICATIONS - RFP PERIOD

1. To ensure the integrity of this RFP process, all enquiries and other communications regarding the RFP must be directed only to Allan Lapensée, Senior Procurement Advisor, at allan.lapensee@ncc-ccn.ca. Interested Proponents must not contact any other employee of the NCC, or other persons involved in this solicitation to discuss questions regarding the RFP. Non-compliance with this requirement during the solicitation period may, for that reason alone, result in disqualification of a Proponent.
2. All enquiries must be submitted in writing by e-mail to the Contracting Authority no later than 14 calendar days before the RFP closing date and time in order to be considered by the NCC.
3. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be an integral part of the RFP and any resulting contract. All addenda will be posted on buyandsell.gc.ca.

GI 8 SECURITY REQUIREMENTS

NCC Corporate Security undertake activities to achieve efficient and effective management of security risks to ensure that individuals, information and assets are safeguarded, government services and operations continue in the event of a disruption, and departments do not increase risks to other departments or the government as a whole. The management of security includes planning, implementing, operating and monitoring of security activities and controls which include Security in Contracting.

Security in contracting arrangements involves the set of processes that ensure that security is addressed in the contracting process. The objective of these processes is to ensure that information, assets and facilities entrusted to individuals or organizations outside the NCC under contractual arrangement are appropriately protected throughout their life cycle. Includes the following security processes:

- a) **Integrate processes:** ensures integration of security considerations in all phases of the contracting process.
- b) **Establish security provisions:** develops, establishes and maintains security provisions in contractual arrangements that specify respective accountabilities and responsibilities of participants (based on the nature of the information, assets, systems and facilities involved and in accordance with the Government Security Policy (GSP) in respect to the Security and Contracting Management Standard
- c) **Monitor compliance:** monitoring compliance with security provisions identified in contractual arrangements.

NCC Corporate Security (SecurityScreening1@ncc-ccn.ca) is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC operations are addressed by

conducting security screening. If proponent is accredited through the CISD, or other Federal entity, the NCC may validate the security clearance of the proponent's Team. The NCC is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

NCC Corporate Security can sponsor a company to obtain an Organization Security Screening issued by the Canadian and Industrial Security Directorate (CISD) of Public Services and Procurement Canada (PSPC) for the following levels:

Designated Organization Screening (DOS)
Facility Security Clearance (FSC)
Upgrades on DOS and FSC

In addition, request for Document Safeguarding Capability (DSC) and IT Security can be addressed on DOS and FSC sponsorships.

Proponents are advised that the security requirements found in the General Conditions section (including its annexes) of the RFP will form part of the process and must be met in a timely manner.

GI 9 JOINT VENTURE

1. A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who submit a Proposal as a Joint Venture must indicate clearly that it is a Joint Venture and provide the following information in the SRE ANNEX A –DECLARATION AND ACCEPTANCE FORM section of the RFP:
 - a. the name of each member of the Joint Venture;
 - b. the name of the representative of the Joint Venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - c. the name of the Joint Venture, if applicable.
2. The Proposal and any resulting contract must be signed by all the members of the Joint Venture unless one member has been appointed. The Contracting Authority may, at any time, require each member of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the Proposal. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally liable for the performance of any resulting contract.

GI 10 FINANCIAL CAPABILITY

1. The Proponents should have the financial capability to fulfill the requirements of the future contract. Financial capability refers herein to the determination that the highest ranked Proponent will be able to provide the services under the proposed contract while continuing the rest of the successful Proponent's regular business and continue to be able to meet its financial obligations.
2. The analysis is both static and historical, including the current state of the Proponent and its evolution from year to year to determine trends. A ratio analysis is performed in different areas such as cash flow, asset management, debt management and profitability. Predicting models may be used to assess the likelihood of a cessation of business activities.
3. The verification of the highest ranked Proponent's credit information will be done through a credit rating company; the research of public documents, such as legal lien on the Proponent's assets and lawsuit registered in the name of the Proponent will also be done, to establish if there are indicators that could lead to determine that the Proponent is in poor financial health.
4. Should the above not allow a positive conclusion on the financial capability of the highest ranked Proponent, additional information will be requested from the company with respect to its line of credit, cash flow forecasting for the company or the project / contract, and any other relevant information.
5. The Bidder must have the financial capability to fulfill this requirement. To determine the highest ranked Bidder's financial capability, the Contracting Authority may, by written notice to the highest ranked Bidder, require the submission of some or all the financial information below (detailed in subparagraphs 5(a) (b) (c) (d) and (e) of GI 10) during the evaluation of bids. The Bidder must provide the requested information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice.
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in subparagraph 5(a) of GI 10 is more than five months before the date of closing, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

- d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - e. A confirmation letter from all the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
1. If the Proponent is a Joint Venture, the financial information required by the Contracting Authority must be provided by each member of the Joint Venture.
 2. If the Proponent is a subsidiary of another company, the NCC reserves the right to require from the ultimate parent company any financial information in subparagraphs 5(a) (b) (c) (d) and (e) of GI 10. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by the NCC, is provided with the required information.
 3. If the Proponent is composed of multiple entities, the Proponent is requested to identify which entity or entities will provide the financial capability for the Proponent and under what form the financial viability of the Proponent will be guaranteed for the period of the proposed contract.
 4. Other Information: The NCC reserves the right to request from the Proponent after bid closing any other information that the NCC requires to conduct a complete financial capability assessment of the Proponent.
 5. Confidentiality: If the Proponent provides the information required above to the NCC in confidence while indicating that the disclosed information is confidential, then the NCC will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
 6. Security: In determining the Proponent's financial capability to fulfill this requirement, the NCC may consider any security the Proponent can provide, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of the NCC, a performance guarantee from a third party or some other form of security, as determined by the NCC).

GI 11 LEGAL CAPACITY

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership, a Joint Venture or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

GI 12 CONTRACT SECURITY

1. The Contractor must obtain and deliver contract security to the NCC as prescribed in GC 9, "Contract Security", of General Conditions section of the RFP.
2. Contract security will be requested from the successful Proponent in the form of a performance

bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent (excluding applicable tax(es)) of each Task Authorization authorized under the Construction Management Services Contract.

GI 13 LIMITATION OF LIABILITY

Each Proponent, by submitting a Proposal, agrees that in no event will the NCC, or any of its employees, advisors, mandataries or representative, be liable, under any circumstances, for any claim, or to reimburse or compensate the Proponent in any manner whatsoever, including but not limited to costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity and the Proponent waives any and all claims for loss of profits or loss of opportunity, if the Proponent is not successful in this competitive selection process or for any other reason whatsoever.

GI 14 CLOSING DATE AND TIME

The closing date and time for submitting Proposals to this RFP for Construction Management Services is:

DATE: April 19, 2021

TIME: No later than 3:00 pm, EDT

RETURN PROPOSALS TO: National Capital Commission by email at Bids-soumissions@ncc-ccn.ca.

Note: The bid email has a maximum capacity of 30 megabytes. Proponent may divide the technical submission into several emails (ie. email 1A, 1B, 1C, etc.) to stay within the 30 megabytes limit per email.

GI 15 SUBMISSION OF PROPOSAL

1. The NCC requires that each Proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a Proposal is submitted by a Joint Venture, it must be in accordance with the JOINT VENTURE section.
2. A Proposal by facsimile will not be accepted.
3. It is the Proponent's responsibility to:
 - a. Submit a Proposal, duly completed, in the format requested, on or before the closing date and time set for RFP Proposal;
 - b. Obtain clarification of the requirements contained in the RFP, if necessary, before submitting a Proposal;
 - c. Ensure that the Proponent's name, return address, the RFP solicitation number and description, and RFP closing date and time are clearly visible on both emails containing the Proposal;
 - d. Submit its Proposal to the NCC as specified on the cover page of the RFP; and
 - e. Provide a comprehensive and sufficiently detailed Proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
4. Timely and correct delivery of Proposals to Bids-soumissions@ncc-ccn.ca designated for receipt

of Proposals is the sole responsibility of the Proponent. The NCC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of Responses are the responsibility of the Proponent.

5. Proposals and supporting information may be submitted in either English or French.
6. The NCC will make available the RFP for download through BuyandSell.gc.ca. The NCC is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. During the RFP the NCC will post all amendments using BuyandSell.gc.ca. It is the sole responsibility of the Proponent to regularly consult BuyandSell.gc.ca for the most up-to-date information. The NCC will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.
7. A legal entity may participate in the submission of:
 - a. one Proposal from the legal entity alone, or
 - b. one Proposal submitted in joint venture.
8. More than one Proposal generated from the same legal entity is not permitted under this RFP. If more than one Proposal is received from a Proponent or, in the case of a Joint Venture, from the person(s) or entity(ies), all such Proposals shall be rejected, and no further consideration shall be given.

GI 16 REVISION OF PROPOSAL

A Proposal submitted may be amended by letter provided the revision is received at the email Bids-soumissions@ncc-ccn.ca designated for the receipt of Proposals, on or before the date and time set for the receipt of Proposals. The revision must be on the Proponent's letterhead and bear a signature that identifies the Proponent and must clearly identify the change(s) to be applied to the original Proposal. The revision must also include the information identified in subparagraph 3(e) of GI 15, Submission of Proposal.

GI 17 LATE PROPOSALS

Proposals delivered after the stipulated closing date and time will be disqualified and not receive further consideration.

GI 18 REJECTION OF PROPOSAL

1. The NCC may reject a Proposal where any of the following circumstances is present:
 - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous contract as determined by the NCC, at its sole discretion;
 - b. a Proponent Team member or Key Individual included as part of the Proposal has been declared ineligible, for selection for work with the NCC, which would render the Proponent Team member or Key Individual ineligible to submit a Proposal to the requirement, or the portion of the requirement the Proponent Team member or Key Individual is to perform;
 - c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

- d. evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation, or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, or any Key Individuals included as part of the Proposal;
 - e. evidence satisfactory to the NCC that based on past conduct or behavior, the Proponent, a Proponent Team member, a Key Individual, or a person who is to perform the services is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada and/or the NCC:
 - i. The Government of Canada and/or the NCC has exercised its contractual remedies of taking the services out of the contractor's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any Proponent Team member or any Key Individual included as part of the Proposal; and
 - ii. The NCC determines that the Proponent's performance on other Government of Canada and/or NCC contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the work or services the requirement being bid on.
2. Where the NCC intends to reject a Proposal under subparagraph 1(f) of GI 18, the Contracting Authority will so inform the Proponent and provide the Proponent 10 calendar days within which to make representations, before making a final decision on the Proponent rejection.

GI 19 ACCEPTANCE OF PROPOSAL

The NCC may, in its sole discretion, accept any Proposal, or may reject any or all Proposals. The NCC reserves the right to re-publish the solicitation using the same or a different approach and requirements.

GI 20 DELETED INTENTIONNALLY

GI 21 PROPOSAL COSTS

No payment will be made for costs incurred in the preparation and submission of a Proposal to the RFP. Costs associated with preparing and submitting a Proposal, as well as any costs incurred by the Proponent associated with the evaluation of the Proposal, are the sole responsibility of the Proponent.

GI 22 KEY INDIVIDUALS

The NCC will have a requirement to interact with Key Individuals during the performance of the work. As a result, the NCC has identified the following Key Individual positions

1. Program Manager:
2. Construction Manager:
3. Senior Superintendent:
4. Design Manager:
5. Time Manager:
6. Cost Manager:
7. Procurement Manager:
8. Business Manager:

The Proponent must staff each Key Individual position with a unique person and not propose the same person for more than one Key Individual position.

GI 23 STATUS AND AVAILABILITY OF KEY INDIVIDUALS AND CHANGES TO PROPOSAL TEAM

The Proponent certifies that the Proponent and every Key Individual proposed in its RFP Proposal will be available to perform the work as required by the NCC's Representatives and at the time specified in the RFP.

GI 24 CLIENT REFERENCES

1. Client references shall be submitted for each project provided in accordance SRE 5.1 – Experience and Achievements of the Proponent of the Submission Requirements and Evaluation section of the RFP.
2. The NCC may contact but will have no obligation to contact any or all client’s references provided by the Proponent to verify and validate any information submitted by the Proponent.
3. If the NCC contacts client references, the NCC will email each client reference representative a modified version of the questionnaire found in SRE ANNEX C – CLIENT REFERENCE FORM. The NCC will modify the questionnaire to include the name of the Proponent, the reference project, and the Proponent’s client reference representative’s name and email address as indicated in the Proponent’s Proposal. Client reference representatives will be asked to complete the form and return it to the NCC Contracting Authority within 5 business days of being sent by the NCC. The NCC Contracting Authority will notify the Proponent in writing if the Proponent’s client reference does not return a fully completed Client Reference Form within 5 business days of being sent by the NCC. From the date of being notified by the Contracting Authority that a fully completed Client Reference Form has not been received by the NCC, the Proponent will be given an additional 2 business days to follow-up with their client reference representative to duly complete and submit the said form to the NCC Contracting Authority.
4. The client reference representative should:
 - a. Validate specific information identified in the SRE ANNEX C – CLIENT REFERENCE FORM about the Proponent’s reference project;
 - b. Answer the questions; and
 - c. Return the completed form to the NCC Contracting Authority within the period indicated.
5. It is incumbent upon the Proponent to ensure that its client reference representative is available, will complete, and will return the completed said form to the NCC Contracting Authority. The Proponent may wish to provide its client reference representatives with advance copies of the SRE ANNEX C – CLIENT REFERENCE FORM and advise them on the requirements to complete the said form.
6. The Proponent should verify with their client reference representatives not only their availability to complete the SRE ANNEX C – CLIENT REFERENCE FORM, found the Submission Requirements and Evaluation section of the RFP, but also that she/he has authorization within their own organization to provide the reference.

GI 25 PROPOSAL VALIDITY PERIOD

1. The Proponent's Price Proposal shall not be withdrawn for a period of 180 days following the date of solicitation closing.
2. The NCC reserves the right to seek an extension to the Proposal validity period. Upon notification in writing from the NCC, Proponents shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in subparagraph 2) of GI25 is accepted, in writing, by all those who submitted Proposals, then the NCC shall continue immediately with the evaluation of the Proposals and its approval processes.
4. If the extension referred to in subparagraph 2) of GI25 is not accepted in writing by all those who submitted bids then the NCC shall, at its sole discretion, either:
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the Request for Proposal.
5. The provisions expressed herein do not in any manner limit the NCC's rights in law or under GI18 - Rejection of Proposal.

GI 26 RFP NOTIFICATION AND DEBRIEFING

1. All Proponents will be notified in writing of the RFP evaluation results after contract award to the successful Proponent, and, upon request to the Contracting Authority, will be offered a debriefing within 21 calendar days of said notification.
2. The debriefing will include the reasons the Proponent was not selected. The debriefing will be limited to details and results of the evaluation of the specific Proponent's Proposal and will not provide any details on the contents of, or evaluation results of, Proposals of other Proponents. The confidentiality of information relating to other Proponents will be protected. The NCC will not assume any costs in relation to debriefings.

End of Part 1 – General Instructions to Proponents

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 PROPOSAL REQUIREMENTS

1.1 Submission of Proposals

Proponents are to submit Proposals following a two-step procedure in which the technical aspects of their Proposal are submitted in one email and the proposed price in a second email. Failure to comply with these submission requirements will result in a non-compliant Proposal.

1.2 Format of Proposals

1. Technical Proposal (email one)
 - a. The following format should be used when preparing the technical Proposal:
 - i. Submit one electronic copy (ie. Adobe .pdf format) of the Proposal; Note the NCC's Bid email capacity for attachments is a maximum of 30 MBs. Proponent may divide the technical submission into several emails (ie. email 1A, 1B, 1C, etc.) to stay within the 30 megabytes limit per email.
 - ii. Document format size should be 216mm x 279mm (8.5" x 11");
 - iii. Minimum font size should be 10 points or greater;
 - iv. Minimum left, right, top, and bottom margins should be 12 mm;
 - v. Double-sided submissions are preferred;
 - vi. One 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper;
 - vii. 279mm x 432 mm (11" x 17") foldout sheets for spreadsheets, organization charts etc. will be counted as two pages; and
 - viii. The order of the Proposal should follow the order established in the SRE 5 – RATED REQUIREMENTS section;
 - b. The maximum number of pages (including text and graphics) to be submitted for each rated requirement is indicated within each criterion description. Where a maximum page limit applies, all pages in excess of the indicated limit will not be evaluated;
 - c. Other Proposal documents including cover letter, table of contents/index, section dividers not containing technical information, certification documents, and the declaration and acceptance form, are not part of the Proposal page limitation; and
 - d. Include the ANNEX A- DECLARATION AND ACCEPTANCE FORM duly signed and dated by the authorized representative of the Proponent, with the technical submission to confirm the Proponent has received and understands the requirements of the RFP and all amendments. Note the bid closing date will be used for an undated ANNEX A- DECLARATION AND ACCEPTANCE FORM.

2 Price Proposal (email two)

Submit an electronic copy, duly completed and signed PRICE PROPOSAL FORM in a separate email as prescribed in SRE ANNEX B – PRICE PROPOSAL FORM of this Submission Requirements and Evaluation section.

SRE 2 BASIS OF SELECTION

- 2.1 For the Proposal to be declared compliant, a Proponent must meet the mandatories identified in SRE 4 – MANDATORY REQUIREMENTS of this Submission Requirements and Evaluation section.
- 2.2 Technical Proposals (email 1) meeting the requirements of paragraph 2.1) of SRE 2 - BASIS OF SELECTION will be evaluated as follows:

Rated Technical Criterion	Evaluation Scale	Minimum Points Required	Available Points
1	Experience and Achievements of the Proponent	181	259
2	Experience and Expertise of Key Individuals	294	420
3	Capacity of the Proponent	273	390
4	Internal Governance of the Proponent	101	145
5	Approach and Methodology	273	390
TOTAL TECHNICAL RATING			1,604

- 2.3 To be considered further, a Proponent’s Technical Proposal must achieve the minimum number of points required for each rated criterion as indicated in paragraph 2.2) of SRE 2 - BASIS OF SELECTION.
- 2.4 No further consideration will be given to Proponents not achieving the minimum number of points required for each rated criterion. The Proponent’s Total Technical Rating out of 1604 will

then be prorated to out of 100, then multiplied by the weighted percentage to establish the Technical Score, as indicated in paragraph 3.1) of SRE 3 - CALCULATION OF TOTAL SCORE.

- 2.5 All Price Proposals (email two) corresponding to responsive Proposals which meet the requirements of paragraph 2.4) of SRE 2 - BASIS OF SELECTION, having achieved the minimum number of points required for each rated criterion, will be evaluated.
- 2.6 The average price of all compliant Price Proposals will be calculated by the NCC. If three or more Price Proposals are reviewed, then the Price Proposals will be scored as per the following formula:

$$\left[1 - \frac{|bid\ price - average\ price|}{average\ price} \right] \times 30$$

The Bid Price is the Proponent’s Total Estimated Cost of the SRE ANNEX B – PRICE PROPOSAL FORM excluding taxes.

The Average Price is the sum of all Total Estimated Costs of compliant Bid Prices (SRE ANNEX B – PRICE PROPOSAL FORM excluding taxes) divided by the number of compliant Proponents.

- 2.7 In the event only two Price Proposals are evaluated, the Price Proposals will be scored as per the following prorated formula:

$$= \text{Lowest Bid Price} / \text{Bid Price} \times 30 \text{ pts}$$

SRE 3 CALCULATION OF TOTAL SCORE

- 3.1 The Total Score of a Proponent’s Response will be established as follows:

Total Technical Rating (out of 100) x 70%	=	Technical Score (Max 70 Points)
<u>Total Price Rating on 30 pts</u>	=	<u>Price Score (Max 30 Points)</u>
Total Score	=	Maximum 100 Points

- 3.2 The Proponent receiving the highest Total Score is the entity that the NCC evaluation team will recommend for the provision of construction management services. In the case of a tie, the proponent with the higher Technical Score will be selected.

SRE 4 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the Proposal non-compliant and no further evaluation will be carried out.

4.1 Licensing, Certification, or Authorization

The Proponent or the Proponent team (Joint Venture) responsible for the provision of construction management services must be licensed and authorized to provide the necessary services to the full extent that may be required by provincial law in the provinces of Quebec and Ontario.

4.2 Identification and Declaration/Certifications

Proponents must duly complete, sign and submit:

- a. With their Technical Proposal (email one to Bids-soumissions@ncc-ccn.ca) the SRE ANNEX A – DECLARATION AND ACCEPTANCE FORM; and separately
- b. With their Price Proposal (email two to Bids-soumissions@ncc-ccn.ca) the SRE ANNEX B – PRICE PROPOSAL FORM.

4.3 Financial Capability

- a. The Proponent must provide a Certificate of Insurance confirming the Proponent's existing insurance policies and coverage and proof, in the form of a letter from a Broker, stating that the Proponent can provide liability insurance coverage of at least \$20,000,000 Canadian dollars and can obtain the coverages required under this Contract.
- b. The Proponent must provide an agreement to bond from an acceptable Bonding Company*, stating that the Proponent will provide performance bonds and labour & material bonds for a program of work with an aggregate value estimated at \$100,000,000 over two years. The largest single project is valued at approximately \$25,000,000 and the highest cumulative value of projects at pre-substantial completion at a given point is expected to be approximately \$45,000,000.

* For a list of acceptable Bonding Companies please refer to Treasury Board's *Contracting Policy, Appendix L – Acceptable Bonding Companies*, at the following address:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>.

4.4 The Proponent must achieve the minimum number of points required for each rated criterion as indicated in paragraph 2.2) of the SRE - BASIS OF SELECTION section of this RFP.

4.5 The Proponent must, by the solicitation closing date, be in possession of (or in the process of obtaining):

- a) Valid Secret level security clearances conducted and issued by a federal department of the government of Canada or by the NCC's Corporate security (SecurityScreening1@ncc-ccn.ca)

ccn.ca) for the following Key Individuals:

- o Program Manager;
- o Design Manager;
- o Senior Superintendent;
- o Cost Manager; and
- o Time Manager.

The Proponent will have to provide the necessary information to NCC Corporate security in order to validate the status of security clearances. The NCC Corporate security will communicate with the Proponent. No contract will be awarded unless the security clearances of the Key Individuals are obtained.

SRE 5 RATED REQUIREMENTS

SRE 5.1 Experience and Achievements of the Proponent

1. The Proponent should substantiate their experience and achievements on representative projects by providing the information as it pertains to each criterion listed below on a **maximum of 10 pages** per project, two projects of each category, and identify in their Proposal the name and email address of a client reference representative for each project who can complete the SRE ANNEX C – CLIENT REFERENCE FORM in accordance with paragraph 6) of SRE 5.1 – Experience and Achievements of the Proponent and section GI 24 – CLIENT REFERENCE of the RFP.
2. In the context of this criterion ‘client’ means the project owner, or its representative, of the funding department or organization who was directly involved in contracting the construction activities of the representative project. Proponents are requested to provide construction costs in Canadian currency for the year completed.
3. The NCC will evaluate SRE 5.1 criterion 5 f) collectively (for all six representative projects) and evaluate the SRE 5.1 criteria 5 a) to e) listed below for each of the projects separately. The six representative projects should consist of a maximum of two representative projects for each of the three categories (real property, heritage, complex). If more than two representative projects per category are submitted, only the first two will be evaluated. To be valid, the representative projects needs to have the following characteristics for each category:
 - a. **Real Property** work for an existing or new infrastructure that has the following characteristics:
 - i. was implemented as a construction management, design-build, or public-private-partnership project delivery model; and
 - ii. includes a degree of design and aesthetic quality; and
 - iii. has a minimum construction cost of \$10M; and
 - iv. has completed at least 50% of its construction cost or was completed after the year 2010;
 - b. Architectural and engineering intervention to a **heritage** site, building, or monument that has the following characteristics:
 - i. was implemented as a construction management, design-build, or public-private-partnership project delivery model; and
 - ii. is recognized either nationally or internationally for its historic or cultural significance; and
 - iii. is predominantly as an adaptive re-use or rehabilitation, with or without spatial expansion; and
 - iv. has a minimum construction cost of \$5M; and
 - v. has completed at least 50% of its construction phase or was completed after the year 2010; and

- c. A **complex project** that has the following characteristics:
 - i. was implemented as a construction management, design-build, or public-private-partnership project delivery model; and
 - ii. has a minimum construction cost of \$20M for individual project or program of work; and
 - iii. has completed at least 50% of its construction phase or was completed after the year 2010; and
 - iv. is in one location only (not multiple locations) and includes a minimum of three of the following complexity characteristics:
 - 1. Public infrastructure (e.g. subway or tunnel system, airport, bridge, park, monument, pathway, etc.);
 - 2. Constrained spatial environment (e.g. downtown metropolitan area, limited land mass area, etc.);
 - 3. High security requirement of an entire facility (e.g. courthouse, hospital, airport, prison, etc.);
 - 4. Layers of circulation or technical programming (e.g. pedestrian impact, public transportation, multiple user groups, separating the public from principle occupant or client/user, etc.): or
 - 5. Process – government, crown corporations or public context (e.g. numerous approval bodies, ministerial or equivalent approval, etc.).
- 4. For the purposes of the evaluation of the Proponent’s experience and achievements:
 - i. If the Proponent is composed of multiple entities, the Proponent is requested to identify who in the teaming arrangement has the requested experience;
 - ii. If the Proponent, or a member of the Proponent Team, refers to its parent company, to a subsidiary, an affiliate or a subcontractor, the Proponent is requested to:
 - 1. Clearly identify the name of the legal entity of the parent company, the subsidiary, the affiliate, or the subcontractor;
 - 2. Clearly describe the role of this entity in delivering the services, like the experience being claimed for this organization, under the proposed contract;
 - 3. Demonstrate that the entity has the requested experience; and
 - 4. Provide for the entity the name of a contact person in authority within this entity, the address, telephone number and email address;
 - iii. If the entity is not directly involved in the delivery of the services under the proposed contract, the experience proposed by the Proponent to demonstrate it meets the experience and achievements will not be used in the evaluation; and
 - iv. Experience claimed by a subsidiary, an affiliate or a subcontractor will be evaluated as experience by a member of the Proponent Team but not as experience of the Proponent. For a Joint Venture, experience by any member of the Joint Venture will be evaluated as experience of the Proponent.
- 5. The following criteria will only be evaluated for projects that meet the minimum characteristics

of a real property, heritage, or complex project:

- a. Substantiation of:
 - i. Location of and how each representative project meets the characteristics of a real property, heritage, or complex project;
 - ii. Experience in the following specific roles and responsibilities;
 1. Program management;
 2. Construction management;
 3. Site and construction operations management;
 4. Design management;
 5. Time management;
 6. Cost management;
 7. Risk management;
 8. Procurement management; and
 9. Quality management;
 - iii. Degree of involvement for the following stage(s) of the project:
 1. Schematic or concept design;
 2. Design development;
 3. Construction documents;
 4. Tender and award;
 5. Site supervision; and
 6. Post-construction warranty review; and
 - iv. Identification of the entity that provided the service;
- b. The original project schedule and original date of completion, and the actual completion date, with a detailed explanation of any variances and any mitigation strategies employed. In the case of a project underway, provide the original project schedule, the current-status and forecasted completion date as detailed during the last reporting period and an explanation of any variances and any mitigation strategies employed with a narrative on the level of success of the mitigation strategies;
- c. The initial construction estimates and the final construction cost, with a detailed explanation of any variances and any mitigation strategies employed. In the case of project underway for more than one year, initial construction estimate, current expenditures to date, and forecast at completion as detailed during the last reporting period and any mitigation strategies employed with a narrative on the level of success of the mitigation strategies.
- d. Construction and construction management services claims/disputes associated with each project, with mitigation strategies, evaluation rationale and conclusions;
- e. Approach and methodology for the:

- i. Design stage of the project;
 - ii. Construction stage of the project;
 - iii. Peer review and/or quality management processes;
 - iv. The commissioning and close out of the project. If project is ongoing, provide approach to be taken for commissioning and close out procedures; and
 - v. Change management (integration and management of changes throughout the project).
 - f. Distinctiveness of representative projects in terms of building, infrastructure work, site, location, or parts thereof.
6. Client References
- a. Any portion of the Proposal information that is not validated by the client reference representative, or any proposed representative project for which no client reference was provided or for which the Proponent was unable to have its client reference representatives duly completed and submitted to the NCC in accordance with section GI 26- CLIENT REFERENCES, will not be evaluated.
 - b. The NCC Contracting Authority may contact but will have no obligation to contact client references representatives to validate the information provided as part of SRE ANNEX C – CLIENT REFERENCE FORM. In the event of any discrepancy between the information provided by the Proponent and the information validated by the client reference(s), the Proponent will be given the opportunity to clarify any such discrepancy (ies).

The above criteria will be evaluated in accordance with Scale 1 below:

Scale 1	0%	30%	50%	70%	85%	100%	Available Points
SRE 5.1 Criterion 5 a) i	Does not meet the minimum characteristics of: real property, heritage, or complex project	Sample project is not related to this requirement	Sample project is generally not related to this requirement	Sample project is generally related to this requirement	Sample project is directly related to this requirement	Sample project exceeds the requirement	3 points per project, 18 points total
SRE 5.1 Criterion 5 a) ii	Does not meet the minimum characteristics of: real property, heritage, or complex project	Services provided are not relevant to a project	Relevant services provided in less than three specific roles by the Proponent Team	Relevant services provided in three or four specific roles by the Proponent Team	Relevant services provided in five or six specific roles by the Proponent Team	Relevant services provided in more than seven or more specific roles by the Proponent Team	3 points per project, 18 points total
SRE 5.1 Criterion 5 a) iii	Does not meet the minimum characteristics of: real property, heritage, or complex project	Degree of involvement does not exceed 50% in at least two stages of a project	Degree of involvement by the Proponent Team exceeds 50% in three stages of a project	Degree of involvement by the Proponent Team exceeds 75% in two or three stages of a project	Degree of involvement by the Proponent exceeds 75% in four or five stages of a project	Degree of involvement by the Proponent exceeds 75% in all stages of a project	3 points per project, 18 points total
SRE 5.1 Criterion 5 b)	Does not meet the minimum characteristics of: real property, heritage, or complex project	Extremely poor, insufficient explanation of variances/ mitigation strategies between original and actual dates of completion provided	Explanation of variances/ mitigation strategies between original and actual dates of completion provides poor justification	Explanation of variances/ mitigation strategies between original and actual dates of completion provides adequate justification	Explanation of variances/ mitigation strategies between original and actual dates of completion provides good justification	Explanation of variances/ mitigation strategies between original and actual dates of completion provides very good justification	4 points per project, 24 points total

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SRE 5.1 Criterion 5 c)	Does not meet the minimum characteristics of: real property, heritage, or complex project Approved construction cost information missing	Extremely poor, insufficient explanation of variances between initial and final/current construction cost provided	Explanation of variances between initial and final/current construction cost provides poor justification	Explanation of variances between initial and final/current construction cost provides adequate justification	Explanation of variances between initial and final/current construction cost provides good justification	Explanation of variances between initial and final/current construction cost provides very good justification	8 points per project, 48 points total
SRE 5.1 Criterion 5 d)	Does not meet the minimum characteristics of: real property, heritage, or complex project	Extremely poor claim/dispute management services provided, insufficient to meet performance requirement	Poor claim/dispute management services provided, limited capability to meet performance requirement	Acceptable claim/dispute management services provided, should ensure adequate results	Very good claim/dispute management services provided, should ensure effective results	Exceptional claim/dispute management services provided, should ensure very effective results	8 points per project, 48 points total
SRE 5.1 Criterion 5 e)	Does not meet the minimum characteristics of: real property, heritage, or complex project Approach and methodology not provided for any stage of the project	Approach and methodology provided for only one stage of the project with some detail of processes by project stage	Approach and methodology provided for two stages of the project with details of processes by project stage	Approach and methodology provided for three stages of the project with details of processes by project stage	Approach and methodology provided for four stages of the project with details of processes by project stage	Approach and methodology provided for five stages or more of the project with details of inclusive processes by project stage	10 points per project, 60 points total
SRE 5.1 Criterion 5 f)	Does not meet the minimum characteristics of: real property, heritage, or complex project	One of the six representative projects is different in terms of building, infrastructure work, site, location or parts thereof	Two of the six representative projects are different in terms of building, infrastructure work, site, location or parts thereof	Three of the six representative projects are different in terms of building, infrastructure work, site, location or parts thereof	Four of the six representative projects are different in terms of building, infrastructure work, site, location or parts thereof	More than five of the six representative projects are different in terms of building, infrastructure work, site, location or parts thereof	25 points total

SRE 5.2 Experience and Expertise of Key Individuals

1. The NCC will evaluate the Key Individual identified by the Proponent by name, title, and the information as it pertains to each criterion listed in this section on a summary resume **no longer than 10 pages**.
2. The Proponent should substantiate the experience and expertise of each Key Individual listed below and to be assigned to the resulting contract:

- a. Program Manager:

The single individual identified as having overall control and accountability for all construction management services for the NCC program and for each project. He/She has a minimum of 10 years of experience in a similar position. The individual has a thorough understanding of federal government real property project planning and delivery. Beyond the responsibilities typically assumed by a senior manager or executive, the Program Manager shall personally spearhead on a hands-on basis, the active management of the entire construction management team;

- b. Construction Manager:

The single individual accountable for and that has direct control over all aspects of the construction program for the overall program and for each project. He/She has a minimum of 10 years of experience in a similar position;

- c. Senior Superintendent:

The single individual responsible for the overall planning and definition, sequencing and prioritization, management, and overall control of the construction operations of each project. He/She has a minimum of 10 years of experience in a similar position;

- d. Design Manager:

The single individual responsible for providing overall, coordinated, cross discipline input from a contractor's perspective, to prioritize, orient and influence the proposed design solutions from a constructability and execution standpoint, within the cost, schedule, quality, and risk parameters approved for each project. He/She has a minimum of 5 years of experience in a similar position;

- e. Time Manager:

The single individual responsible to analyze and integrate all activities related to time planning and scheduling into comprehensive network diagrams and bar charts, and for the ongoing time management monitoring and reporting of the entire construction program including those aspects that influence the design, and the ongoing coordination with the construction management cost and risk management services. He/She has a minimum of 5 years of experience in a similar position;

- f. Cost Manager:

The single individual responsible to analyze and manage all activities related to cost planning, estimating, monitoring and control for the entire construction program of work including those aspects that influence the design, and the ongoing coordination with the construction management time and risk management services He/She has a minimum of 10 years of experience in a similar position;

- g. Procurement Manager:

The single individual responsible for defining, establishing, and implementing a structured and auditable procurement approach for the entire construction program, meeting schedule imperatives. He/She has a minimum of 5 years of experience in a similar position; and
 - h. Business Manager:

The single individual responsible to establish, monitor and implement, as indicated in the General Conditions section of the RFP, a structured and auditable time recording system in accordance with GC2.9, "Accounts and Audit" and invoicing in accordance with GC5.16, "Invoicing", for all the Costs and fees as prescribed in GC ANNEX 1 – BASIS OF PAYMENT. He/She has a minimum of 5 years of experience in a similar position.
3. Criteria evaluated are:
- a. Experience of the Key Individual in the proposed role including current relevant professional accreditation (province, year, status, etc.) for the role proposed;
 - b. For all Key Individuals except the Business Manager, currency and extent of expertise and experience relevant to a project that was in one location only (not multiple locations) and includes a minimum of three of the following complexity characteristics:

 - i. Public infrastructure (e.g. subway or tunnel system, airport, bridge, monument, park, pathway, etc.);
 - ii. Constrained spatial environment (e.g. downtown metropolitan area, limited land mass area, etc.);
 - iii. High security requirement of an entire facility (e.g. courthouse, hospital, airport, prison, etc.);
 - iv. Layers of circulation or technical programming (e.g. pedestrian impact, public transportation, multiple user groups, separating the public from principle occupant or client/user, etc.): or
 - v. Process – government or public context (e.g. numerous approval bodies, ministerial or equivalent approval, etc.).
4. Each Key Individual will be evaluated separately. No person may be proposed for more than one Key Individual role.

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The above criteria will be evaluated in accordance with Scale 2 below.

Scale 2	0%	30%	50%	70%	85%	100%	Available Points
SRE 5.2 Criterion 3 a	Did not submit information which could be evaluated	Key individual does not possess the qualifications and experience	Key individual lacks qualifications and experience	Key individual has acceptable level of qualifications and experience	Key individual is very qualified and experienced	Key individual has superior qualifications and superior experience	22.5 points per key individual, 180 points total
SRE 5.2 Criterion 3 b *does not apply to the Business Manager	Did not submit information which could be evaluated	Key individual's project sample not related to this requirement	Key individual's project sample generally not related to this requirement	Key individual's project sample generally related to this requirement	Key individual's project sample directly related to this requirement	Key individual's project sample directly related and exceeds this requirement	Program Manager, Construction Manager & Senior Superintendent (50 points each), Design Manager (30 points), Time, Cost, Procurement (20 points each), Total: 240

SRE 5.3 Capacity of the Proponent

1. The Proponent is required to explain, in a **maximum of 8 pages**, how they intend to provide and maintain the necessary capacity, over the course of the resulting contract and all potential contract options while managing other business ventures by providing the information as it pertains to each criterion listed below.
2. Criteria evaluated are:
 - a. Capacity to assemble, direct and support a large multi-disciplinary construction management workforce of approximately 75;
 - b. Capacity to provide a significant program and project management team to support the NCC real property program as described in the GC ANNEX 5 – TERMS OF REFERENCE of the RFP;
 - c. Capacity to manage the constructability of multiple, concurrent designs, the prioritization of design production, and understanding the importance and coordination of scope elements within a complicated program of work and on diverse project sites to:
 - i. Enable the Design Team to secure approvals in order to allow each project to proceed; and
 - ii. Advance the construction in coordination with other surrounding activities on a potentially congested and public site.
 - d. Capacity to dedicate time, cost and risk teams to the NCC program while maintaining ongoing operations;
 - e. Capacity to publicly procure materials, services, and work from a variety of sources (i.e.: regional, national, and international) in an open, fair, and transparent manner; and
 - f. Capacity to process and maintain security clearance requirements for a construction work force anticipated to be greater than 75 during peak construction periods.

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The above criteria will be evaluated in accordance with Scale 3 below:

Scale 3	0%	30%	50%	70%	85%	100%	Available points
SRE 5.3 Criterion 2 a	Did not submit information which could be evaluated	Extremely poor, insufficient corporate support to meet the performance requirement	Limited capability to provide corporate support to meet the performance requirement	Acceptable capability and corporate support, should ensure adequate results	Very Good capability and corporate support, should ensure effective results	Superior capability and corporate support, should ensure very effective results	65 points
SRE 5.3 Criterion 2 b	Did not submit information which could be evaluated	Extremely poor, insufficient program and project management services to meet the performance requirement	Limited capability to provide program and project management services to meet performance requirement	Acceptable capability to provide program and project management services should ensure adequate result	Very Good capability to provide program and project management services should ensure effective results	Superior capability to provide program and project management services should ensure very effective results	65 points
SRE 5.3 Criterion 2 c	Did not submit information which could be evaluated	Extremely poor, insufficient understanding of prioritized scope management on a diverse construction site	Little understanding of prioritized scope management on a diverse construction site	Adequate understanding of prioritized scope management on a diverse construction site	Very good understanding of prioritized scope management on a diverse construction site	Superior understanding of prioritized scope management on a diverse construction site	80 points
SRE 5.3 Criterion 2 d	Did not submit information which could be evaluated	Extremely poor, insufficient capability to dedicate a team to the NCC program for time, cost and risk management	Limited capability to dedicate a team to the NCC program for time, cost and risk management	Adequate capability to dedicate a team to the NCC program for time, cost and risk management	Very good capability to dedicate a team to the NCC program for time, cost and risk management	Superior capability to dedicate a team to the NCC program for time, cost and risk management	70 points

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SRE 5.3 Criterion 2 e	Did not submit information which could be evaluated	Extremely poor, insufficient capability and processes for procurement of commodities and sub-trades from regional, national and international sources	Limited capability and processes for procurement of commodities and sub-trades from regional, national and international sources	Adequate capability and processes for procurement of commodities and sub-trades from regional, national and international sources	Very good capability and processes for procurement of commodities and sub-trades from regional, national and international sources	Superior capability and processes for procurement of commodities and sub-trades from regional, national and international sources	60 points
SRE 5.3 Criterion 2 f	Did not submit information which could be evaluated	Extremely poor, insufficient capability to process and monitor internal and sub-trade security clearance	Limited capability to process and monitor internal and sub-trade security clearance	Adequate capability to process and monitor internal and sub-trade security clearance	Very good capability to process and monitor internal and sub-trade security clearance	Superior capability to process and monitor internal and sub-trade security clearance	50 points

SRE 5.4 Internal Governance of the Proponent

1. The Proponent should present, in a **maximum of 6 pages**, their business strategy for the ongoing management and delivery of a contract resulting from this solicitation by providing the information as it pertains to each criterion listed below.
2. Criteria evaluated are:
 - a. A business plan with internal team structure, organization chart and responsibilities, and reporting relationships;
 - b. A chart of their governance structure for a contract resulting from this solicitation with position titles;
 - c. A decision-making process:
 - i. Description of process;
 - ii. Efficiencies associated with the described process; and
 - iii. Group/Individual responsible for taking a final decision on behalf of the Proponent.
 - d. An internal resolution process associated with decision-making or issues that may arise within the Proponent Team.

The above criteria will be evaluated in accordance with Scale 4 below:

Scale 4	0%	30%	50%	70%	85%	100%	Available points
SRE 5.4 Criterion 2 a and b	Did not submit information which could be evaluated	Extremely poor business plan; lack complete or almost complete understanding of the requirements	Poor business plan; has some understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate business plan; demonstrates a good understanding of the requirements	Very good business plan; demonstrates a very good understanding of the requirements	Superior business plan; demonstrates an excellent understanding of the requirements	60 points
SRE 5.4 Criterion 2 c and d	Did not submit information which could be evaluated	Extremely poor, insufficient decision and resolution processes; lack complete or almost complete understanding of the requirements	Poor decision and resolution processes; has some understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate decision and resolution processes; demonstrates a good understanding of the requirements	Very good decision and resolution processes; demonstrates a very good understanding of the requirements	Superior decision and resolution processes; demonstrates an excellent understanding of the requirements	85 points

SRE 5.5 Approach and Methodology of the Proponent

1. The Proponent should elaborate, in a **maximum of 15 pages**, on how they would foster an integrated and seamless implementation strategy and describe the understanding, processes and methodologies they would apply to the NCC real property program and projects , and delivered in a construction management delivery model where the design is prioritized and the construction activities occur simultaneously, on multiple projects in Quebec and Ontario, by providing the information as it pertains to each criterion listed below.

2. Criteria evaluated are:
 - a. Integration of their team;
 - b. Integration of team with other stakeholders;
 - c. Design management;
 - d. Time management;
 - e. Cost management;
 - f. Quality management;
 - g. Risk management; and
 - h. Succession planning and information management.
 - i. Knowledge Management (<https://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/ti-it/conn-know/gi-im-eng.html>)

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The above criteria will be evaluated in accordance with Scale 5 below:

Scale 5	0%	30%	50%	70%	85%	100%	Available points
SRE 5.5 Criterion 2 a and b	Did not submit information which could be evaluated	Extremely poor process and methodology (assigning roles/ responsibilities, service delivery, integration stakeholders); lack complete or almost complete understanding of the requirements	Poor process and methodology (assigning roles/ responsibilities, service delivery, integration stakeholders); has come understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate process and methodology (assigning roles/ responsibilities, service delivery, integration stakeholders); demonstrate a good understanding of the requirements	Very good process and methodology (reassigning roles/ responsibilities, service delivery, integration stakeholders); demonstrate a very good understanding of the requirements	Superior process and methodology (assigning roles/ responsibilities, service delivery, integration stakeholders); demonstrate an excellent understanding of the requirements	75 points
SRE 5.5 Criterion 2 c	Did not submit information which could be evaluated	Extremely poor process and methodology for design prioritization, constructability analysis; lack complete or almost complete understanding of the requirements	Poor process and methodology for design prioritization, constructability analysis; has come understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate process and methodology for design prioritization, constructability analysis; demonstrate a good understanding of the requirements	Very good process and methodology for design prioritization, constructability analysis; demonstrate a very good understanding of the requirements	Superior process and methodology for design prioritization, constructability analysis; demonstrate an excellent understanding of the requirements	100 points
SRE 5.5 Criterion 2 d, e, f and g	Did not submit information which could be evaluated	Extremely poor strategy for integration of Proponent Team responsibilities and processes with other stakeholders regarding time, cost, quality, and risk management; lack complete or almost complete understanding of the requirements	Poor strategy for integration of Proponent Team responsibilities and processes with other stakeholders regarding time, cost, quality, and risk management; has some understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate strategy for integration of Proponent Team responsibilities and processes with other stakeholders regarding time, cost, quality, and risk management; demonstrates a good understanding of the requirements	Very good strategy for integration of Proponent Team responsibilities and processes with other stakeholders regarding time, cost, quality, and risk management; demonstrates a very good understanding of the requirements	Superior strategy for integration of Proponent Team responsibilities and processes with other stakeholders regarding time, cost, quality, and risk management; demonstrates an excellent understanding of the requirements	140 points
SRE 5.5 Criterion 2 h	Did not submit information which could be evaluated	Extremely poor, insufficient succession plan; lack complete or almost complete understanding of the requirements	Limited succession plan; has some understanding of the requirements but lacks adequate understandings in some areas of the requirements	Adequate succession plan; demonstrates a good understanding of the requirements	Very good succession plan; demonstrates a very good understanding of the requirements	Superior succession plan; demonstrates an excellent understanding of the requirements	75 points

SRE ANNEX A – DECLARATION AND ACCEPTANCE FORM

This declaration and acceptance form forms part of the Proposal.

Failure to fully complete and sign this form and include such representation and acceptance with the technical Proposal, email one, will render the Proposal as non-responsive.

A1 Solicitation # AL1821 Identification: Construction Management Services

A2 Name of Proponent

Name*: _____

**If submitting a Proposal as a Joint Venture, provide the name of each member of the Joint Venture and the name of the Joint Venture, if applicable. Add lines as necessary*

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory

Postal Code

Canada Revenue Agency Business Number: _____

Name of Proponent's Representative**:

***If submitting a Response as a Joint Venture, the member chosen by other members to act on their behalf, if applicable*

Telephone Number: (____) ____ - ____, Fax Number: (____) ____ - ____

E-Mail: _____

A3 Proponent’s Key Individuals and their provincial professional licensing status and/or accreditation

Key Individual	Name	Professional licensing status / accreditation
Program Manager		
Construction Manager		
Senior Superintendent		
Design Manager		
Time Manager		
Cost Manager		
Procurement Manager		
Business Manager		

A4 The Offer

The Proponent offers to the National Capital Commission to perform and complete the services and Work for the above-named solicitation in accordance with the Proposal documents.

A5 Acceptance and Contract

Upon acceptance of the Proponent’s offer by the National Capital Commission, a binding Contract will be formed between National Capital Commission and the Proponent. The terms and conditions of the resulting Contract will be those identified in the General Conditions (GC) section of the RFP, inclusive of the GC ANNEXES 1, 2, 3, 4, and 5.

The overall value of the contract will include the monthly fees proposed in ANNEX B- Price proposal and the estimated construction budget as per the terms and conditions of **GC ANNEX 5 - TERMS OF REFERENCE**.

A6 Declaration

The Proponent represents that the person identified above as the Proponent’s representative is fully authorized to represent the Proponent in all matters related to its Proposal (Technical Proposal and Price Proposal), including but not limited to providing clarifications and additional information that may be requested in association with its Proposal.

The Proponent also hereby agrees and acknowledges that:

- a. This declaration and acceptance form has been duly authorized and validly executed;

- b. The Proponent has received, read, examined, understood, and agrees to be bound by, the entire RFP including all amendment(s) thereto;
- c. The Proponent is bound by all statements and representations in its RFP Proposal; and
- d. The Proponent acknowledges that information provided above will be used to support the evaluation of its Proposal.

I, the undersigned, being a principal of the Proponent, have the authority to bind the corporation, partnership, sole proprietorship, or Joint Venture as applicable, and hereby certify that the information given on this form and in the submitted Proposal is accurate to the best of my knowledge.

.....
Name and signature

.....
title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....
Name and signature

.....
title

*add lines as necessary

A7 SUBMISSION TO NCC

As part of its technical Proposal (email one), Proponents must complete this SRE ANNEX A - DECLARATION AND ACCEPTANCE FORM and submit the completed form, as indicated in both the GI 14 – CLOSING DATE AND TIME and the GI 15 – SUBMISSION OF PROPOSAL sections of this RFP.

END OF SRE ANNEX A – DECLARATION AND ACCEPTANCE FORM

SRE ANNEX B – PRICE PROPOSAL FORM

INSTRUCTIONS

1. Proponents must complete and submit this Price Proposal Form in a **separate email** (email two) as prescribed in sections GI 14, “CLOSING DATE AND TIME”, and GI 15, “SUBMISSION OF PROPOSAL”, of this RFP, with the Name of Proponent, NCC Solicitation Number AL1821, and the words “PRICE PROPOSAL FORM” typed on the subject line of the email.
2. Proponents must consider the requirements prescribed in section B1 - All-Inclusive-Hourly-Rate in determining their proposed fees in section B2 - Monthly Fee and section B3 – Additional Resources under Task Authorization, for evaluation by the NCC.
3. Failure to insert an all-inclusive hourly rate for each resource listed in section B2 - Monthly Fee and section B3 – Additional Resources under Task Authorization will render the Proponent’s Price Proposal non-responsive.
4. The Proponent must complete and sign the B4 – Price Proposal Declaration. Failure to do so will render the Proponent’s Price Proposal non-responsive.
5. Proponents shall not alter this form except to identify themselves, complete their proposed fees, and establish the Total Estimated Cost of a resulting contract. Removing, adding, or altering the wording in this Price Proposal Form will render the Proponent’s Price Proposal non-responsive.
6. Any condition or qualification placed upon the Proposal will render the Proponent’s Proposal non-responsive.
7. In the case of a calculation error, the all-inclusive-hourly-rate per resource shall prevail and be used by the NCC to determine the Proponent’s total monthly fee and the Total Estimated Cost of a resulting contract.

Solicitation Identification: Construction Management Services

Name of Proponent: _____

The following will form part of the evaluation process

B1 All-Inclusive-Hourly-Rate

Proponents shall refer to and calculate an all-inclusive-hourly-rate, per resource:

1. In accordance with GC ANNEX 2 – CONTRACT COST PRINCIPLES of the RFP;
2. Include the Proponent's costs for:
 - a. the base rate of pay, wages or salaries;
 - b. vacation pay;
 - c. benefits which includes:
 - i. welfare and/or social assistance contributions;
 - ii. pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits and costs, if any, that can be substantiated by the Contractor;
 - d. Statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Workplace Safety and Insurance Board, Worker's Compensation;
 - iv. Board or Commission de la santé et de la sécurité du travail premium;
 - v. Public Liability and Property Damage insurance premiums; and
 - vi. Health tax or insurance premiums;
 - e. Incentive remuneration/Profit sharing;
 - f. Sick pay;
 - g. Computers and standard computer software (as well as peripheral devices but excluding printing devices);
 - h. Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
 - i. Stationery/miscellaneous offices supplies (excluding printing/reproduction costs);
 - j. E-mail addresses/servers;
 - k. Short-term disability / parental or maternity leave;
 - l. Training costs;
 - m. Professional associations;
 - n. Travel/lodging;
 - o. Site parking or arrangements in lieu thereof; and
 - p. Local and head office overheads; and
 - q. Profit

B2 Monthly Fee

The Proponent’s monthly fee for Key Individuals and Key Personnel shall be calculated by multiplying the Proponent’s all-inclusive-hour-rate per resource (column (A)) by 173 hours/month (column (B)), to establish the resource monthly fee (column (C)). All rates shall be in in Canadian dollars only and exclude HST.

The Proponent’s monthly fee shall be the sum of fee (D) in the B2.1 - Monthly Fee Table, below.

B2.1 Monthly Fee Table

Personnel		(A)	(B)	(C = A x B)
		All-inclusive Hourly Rate	Hours/Month <small>(40hrs per weekx52weeks / 12 months)</small>	Resource Monthly Fee
Key Individuals	Program Manager	\$ _____	173	\$ _____
	Construction Manager	\$ _____	173	\$ _____
	Senior Superintendent	\$ _____	173	\$ _____
	Design Manager	\$ _____	173	\$ _____
	Time Manager	\$ _____	173	\$ _____
	Cost Manager	\$ _____	173	\$ _____
	Procurement Manager	\$ _____	173	\$ _____
	Business Manager	\$ _____	173	\$ _____
Key Personnel	Security Officer	\$ _____	173	\$ _____
	Administration Officer	\$ _____	173	\$ _____
MONTHLY FEE				
Sum of monthly fees for all Key Individuals and all Key Personnel				\$ _____ (D)

B3 - Additional Individuals under Task Authorizations that may be required and that are over and above the resources of Personnel in Table B2.1. Note Table B3 is for bid evaluation purposes only.

The Proponent’s fee for Additional Individuals under Task Authorizations shall be calculated by multiplying the Proponent’s all-inclusive-hour-rate per resource (column (E) by (column (F), to establish estimated totals (column (G). All rates shall be in in Canadian dollars only and exclude HST.

Additional Individuals under Task Authorizations that may be required and that are over and above the resources of Personnel in Table B2.1		(E) All-inclusive Hourly Rate	(F) Estimated Hours per month (for bid evaluation purposes only)	(G = E x F) Extended totals
	Project Manager	\$ _____	173	\$ _____
	Project Coordinator	\$ _____	173	\$ _____
	Site Superintendent	\$ _____	173	\$ _____
	Health and Safety Officer	\$ _____	173	\$ _____
Sum of fees for Additional Individuals under Task Authorizations that may be required and that are over and above the resources of Personnel in Table B2.1				\$ _____ (H)

B4 Price Proposal Declaration

I, the undersigned, being a principal of the Proponent, confirm that all the pricing elements prescribed in paragraphs 1) and paragraph 2) of section B1 – All-Inclusive-Hourly-Rate of this SRE ANNEX B – PRICE PROPOSAL FORM were properly and completed considered in establishing the all-inclusive-hour-rate per resource.

.....
Name and signature*

.....
title

.....
Name and signature

.....
title

*add/remove lines as necessary

SRE ANNEX C – CLIENT REFERENCE FORM

Proponent Name: _____

Reference Project Name: _____

Client Reference Representative: _____

Client Representative’s Email: _____

Part 1: Client Reference Information		
Are you the right person to speak on behalf of your organization with regards to a contractor reference?	Yes	No
Can you confirm that [<i>Proponent’s Name</i>] has provided you with construction management services?	Yes	No
The project was described as a [<i>real property, or heritage, or complex</i>] project. Is this accurate?	Yes	No
Did the contractor complete the work after the year 2010? If not, has the construction status progressed to at least 50% or more of the construction cost estimate)	Yes	No
What project delivery method did you use to implement the project: design-bid-build, design-build, construction management, P3 (public-private-partnership), or something else?		

Part 2: Project Information	
Can you confirm the following project details?	
Project Location	
Project Size (# square meters or square feet)	
Initial construction cost estimate (Canadian dollars, excluding fees and taxes)	
Final construction cost total (Canadian dollars, excluding fees and taxes)	
If applicable, why was the final construction delivered at a [<i>lower or higher</i>] value than the original estimate?	<i>Add space if required</i>

What was the original planned construction completion date?	
When was the construction completed?	
If applicable, why was the construction delivered [earlier or later] than the original planned date?	<i>Add space if required</i>

Part 3: Survey Questions	Very Dissatisfied	Somewhat Dissatisfied	Acceptable	Satisfied	Extremely Satisfied
1. Were you satisfied with the frequency of communications with [Proponent's Name] throughout their contract?					
2. How would you describe the conduct of communications with [Proponent's Name] throughout their contract?					
3. Did [Proponent's Name] demonstrate a service-oriented mindset?					
4. Did [Proponent's Name] demonstrate a 'get-it-done' attitude and willingness to be flexible throughout their contract?					
5. How satisfied were you with [Proponent's Name] ability to build consensus with the various project stakeholders?					
6. How satisfied were you with the [Proponent's Name] team and the level of cooperation from their team members?					
7. How satisfied were you with the way [Proponent's Name] delivered the project?					
8. How satisfied were you with the way [Proponent's Name] delivered the project?					
9. How satisfied were you with [Proponent's Name] degree of pro-activeness and approach to resolving project issues? (any or all of the following: planning, design, construction, commissioning, turn-over, communications, etc.)					

Part 3: Survey Questions	Very Dissatisfied	Somewhat Dissatisfied	Acceptable	Satisfied	Extremely Satisfied
10. How satisfied are you with the way the lead manager/individual of [Proponent's Name] contributed to your project?					
11. Overall, what was your level of satisfaction?					
12. If you were to have another project, how satisfied are you to hire [Proponent's Name] again?					
13. How satisfied are you to recommend [Proponent's Name] to a colleague or business associate?					

END OF SRE ANNEX C – CLIENT REFERENCE FORM

GENERAL CONDITIONS (GC)

The following clauses and conditions apply to and form part of any Contract resulting from this Request for Proposal.

GC 1 GENERAL PROVISIONS

GC 1.1 Interpretation

GC1.1.1 Headings and references

1. The headings in the Contract documents, other than those in the Drawings and Specifications, form no part of the Contract but are inserted for convenience of reference only.
2. A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
3. A reference to a paragraph or subparagraph or section followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph or section that forms part of the clause within which the reference is made.

GC1.1.2 Terminology

In the Contract, unless the context otherwise requires:

“Affiliate”: means

- a. a person, including, but not limited to, a parent company, subsidiary, whether or not wholly or partially owned, as well as a senior officer;
- b. one person is an affiliate of another person if,
 - i. one person is controlled by the other person;
 - ii. both persons are controlled by a third person;
 - iii. both persons are under common control; or
 - iv. each person is controlled by a third person and the third person by whom one person is controlled is affiliated with the third person by whom the other person is controlled;
- c. indicia of control, whether direct or indirect, exercised or not, include, but are not limited to, common ownership, common management, identity of interests (often found in members of the same family), shared facilities and equipment or common use of employees;
- d. an affiliate may also exist in instances of an amalgamation or merger. Where at any time two or more corporations (in this provision referred to as the “predecessors”) amalgamate or merge to form a new corporation, the new corporation and any predecessor are deemed to have been affiliated with each other where they would have been affiliated with each other immediately before that time if,
 - i. the new corporation had existed immediately before that time; and

- ii. the persons who were the shareholders of the new corporation immediately after that time had been the shareholders of the new corporation immediately before that time;

"Applicable Taxes": means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by the NCC such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Certificate of Completion": means a certificate issued by the National Capital Commission (NCC) when the Work reaches completion as described in GC1.1.5, "Completion";

"Certificate of Measurement": means a certificate issued by the NCC certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Partial Substantial Performance": means a certificate which may be issued by the NCC for the sole purpose of payment when a portion of the Work reaches Substantial Performance as described in subparagraph 1)(b) of GC1.1.4, "Substantial Performance";

"Certificate of Substantial Performance": means a certificate issued by the NCC when the Work reaches "Substantial Performance", as described in GC1.1.4, "Substantial Performance";

"Construction Documents" consists of project-specific Drawings, Specifications, and other documents as prepared by the Consultant and all other consultants, specialists, and agents, and which are accepted by the NCC Representative;

"Construction Work": means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the Contract documents for construction;

"Consultant", "Design Team": means the person(s) or entity(ies) identified and authorized by the NCC Representative to perform the Design Services for Work under this Contract. The Consultant is the architect, the engineer, or entity licensed to practice in the province or territory of the Place of the Work, who may be an employee of the NCC or a private contractor.

"Contract": means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract as described in GC1.2.2, "Order of Precedence", all as amended by agreement of the Parties;

"Contract Amount", "Contract Price": means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

"Contracting Authority": means the person designated by that title in the Contract, or by notice to the Contractor, to act as the NCC's representative to manage the Contract;

"Contract Security": means any security given by the Contractor to the NCC in accordance with the Contract;

"Contractor", "Construction Manager": means the entity contracting with the NCC to provide or furnish all labour, Material, and Plant for the execution of the Work under the Contract.

"Cost": means cost determined according to GC ANNEX 2 - CONTRACT COST PRINCIPLES ;

"Day", "day": means a calendar day unless Working Day is specified;

"Design Documents": means the detailed design development and related documents prepared by the Consultant and all other consultants, specialists and agents required to advance the concept design of a project under this Contract and which are accepted by the NCC Representative;

"Design Services": means the professional services performed by the Consultant or other consultants, specialists and agents employed or retained by the NCC for the design and construction administration of a project under this Contract;

"Guaranteed Maximum Price (GMP)": means a ceiling (maximum) cost for a Task Authorization agreed to between the NCC and the Contractor. The Contractor is responsible for costs in excess of the GMP, unless the GMP has been increased via a change order;

"NCC Representative", "Technical Authority": means the people designated in the Contract, or by written notice to the Contractor, to act as the NCC Representative or Technical Authority for the purposes of the Contract, and includes a person, designated and authorized in writing by the NCC Representative or Technical Authority to the Contractor;

"Division 1": means recurring requirements in the Specifications of a project that are either administrative, procedural, or relative to the Work;

"Drawings": means the graphic and pictorial portions of the Construction Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Intellectual Property": means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, Drawings, plans, Specifications, photographs, manuals and any other documents, software, and firmware;

"Intellectual Property Right": means any Intellectual Property right recognized by law, including any Intellectual Property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information;

"Joint Venture": means an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes

referred as a consortium, to bid together on a requirement.

"Lump Sum Arrangement": means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material": includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"NCC": means the National Capital Commission, a Crown corporation of the Government of Canada established by the National Capital Act, R.S., c. N-3, s. 1;

"NCC Property": means anything supplied to the Contractor by or on behalf of the NCC for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the specific Cost of which is paid by the NCC under the Plant, Material and equipment provision of the Contract;

"Partial Substantial Performance" means that a portion of the Work has reached Substantial Performance as described in subparagraph 1)(b) of GC1.1.4, "Substantial Performance". The terms Partial Substantial Performance and Substantial Performance are not interchangeable within the Contract.

"Party": means the NCC, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Plant": includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

"Proponent": means an entity who chose to take part in the Request for Proposal (RFP) solicitation for this Contract.

"Proposal": means the formal submission by the Proponent in response to the RFP solicitation for this Contract and includes the Proponent's Technical Proposal and Price Proposal as stipulated in the Submission Requirements and Evaluation (SRE) section of the solicitation.

"Site", "Site of the Work", "Place of the Work": means the designated site or location of Work identified in the Contract documents or by the NCC Representative;

"Specifications": are that portion of the Construction Documents consisting the written technical requirements and standards of the Work in the Contract as prepared by the Consultant or Construction Manager as applicable;

"Subcontract": means any contract, purchase order, agreement or arrangement entered into by the Contractor in order to perform the Work;

"Subcontractor": means a person or entity having a direct contract with the Contractor, subject to GC3.6, "Subcontracting", to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent": means the employee or representative of the Contractor designated by the

Contractor to act pursuant to GC2.7, "Superintendent";;

"Supplier": means a person or entity having a direct contract with the Contractor to supply Plant, Material or equipment not customized for the Work;

"Task Authorization" means the Work or a portion of the Work to be performed under the Contract on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" of the Contract or Contract Amendment: means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of the NCC;

"Unit Price Arrangement": means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Work": means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the Contract documents including Construction Work; and

"Working Day": means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the Place of the Work.

GC1.1.3 Application of certain provisions

1. Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
2. Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

GC1.1.4 Substantial Performance

1. The Construction Work shall be considered to have reached Substantial Performance when
 - a. the Construction Work or a substantial part thereof has passed inspection and testing and is, in the opinion of the NCC, ready for use by the NCC or is being used for the intended purposes; and
 - b. the Construction Work is, in the opinion of the NCC, capable of completion or correction at a Cost of not more than
 - i. 3 percent of the first \$500,000;
 - ii. 2 percent of the next \$500,000; and
 - iii. 1 percent of the balanceof the Contract Amount at the time this Cost is calculated.

2. Where the Construction Work or a substantial part thereof is ready for use or is being used for the purposes intended and
 - a. the remainder of the Construction Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.6, "Delays and Extension of Time", for reasons beyond the control of the Contractor; or
 - b. The NCC and the Contractor agree not to complete a part of the Construction Work within the specified time;

the Cost of that part of the Construction Work that was either beyond the control of the Contractor to complete or the NCC and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1) (b) of GC1.1.4 and the said Cost shall not form part of the Cost of the Work remaining to be done in determining Substantial Performance.

GC1.1.5 Completion

The Construction Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of the NCC.

GC1.1.6 Powers of the NCC

All rights, remedies, powers and discretions granted or acquired by the NCC under the Contract or by law are cumulative, not exclusive.

GC1.1.7 Applicable Laws

The Contract shall be interpreted and governed, and the relations between the Parties determined, as applicable to the Place of the Work, by the laws in force in Quebec and Ontario.

GC1.1.8 Contract Requirement

1.1.8.1 Statement of Work

The Contractor shall perform the Work in accordance with GC ANNEX 5 – TERMS OF REFERENCE of the Contract. All Work shall be pre-approved by the NCC.

1.1.8.2 Additional Work

1. During the Contract, the NCC may, in accordance with paragraph 1.4) of GC ANNEX 1 - BASIS OF PAYMENT, require the Contractor to provide additional Work that the Contractor performs in the usual course of its business and that is consistent with the general intent of the Contract. Additional Work may include but not limited to:
 - a. Technical investigations and design support;
 - b. Activities related to unforeseen Work or Site conditions;
 - c. Activities related to design changes and upgrades; and
 - d. Activities related to revised or new real property priorities;to meet the NCC's requirements.

2. The Cost for such additional Work shall be determined in accordance with GC ANNEX 1 - BASIS OF PAYMENT.

1.1.8.3 Task Authorization

1. The Work under the Contract shall be on an as and when requested basis by Task Authorization. The Work described in a Task Authorization shall be within the scope of the Contract. The Task Authorization will be used for every part of the Contract (services, Construction Work, etc.).

2. Task Authorization Process

- a. The Technical Authority will provide the Contractor with a description of the task in a format identified by the Contracting Authority, which may be a unique document or in the format of a purchase order with a unique identification code. A Task Authorization in the format of a purchase order, for the purposes of this Contract, does not represent a separate or unique contract to the Contractor and is provided for the sole purpose of ensuring compatibility with existing NCC business systems.
- b. The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, the proposed total Cost or, for Construction Works only, the proposed estimated Cost (established in accordance with GC ANNEX 1 - BASIS OF PAYMENT) and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The NCC also reserves the right to include other specific conditions to a Task Authorization. This schedule will be based on the schedule prepared by the Contractor under paragraph a) of GC3.1, "Progress Schedule". The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- c. The Contractor shall not commence Work until the Contractor has received a Task Authorization authorized by the Contracting Authority. The Contractor acknowledges that any Work performed before a Task Authorization has been received will be done at the Contractor's own risk.

3. Minimum Work Guarantee

- a. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract and "Minimum Contract Value" means 12 months of the Contractor's monthly fee as indicated in the Contractor's Price Proposal.
- b. The NCC will request Work in the amount of the Minimum Contract Value or, at the NCC's option, pay the Contractor at the end of the Contract in accordance with subparagraph 3) (c) of GC1.1.8.3, and subject to subparagraph 3) (d) of GC1.1.8.3. In consideration, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. The NCC's maximum liability for Work performed under the Contract shall not exceed the Maximum Contract Value, unless the Contracting Authority authorizes an increase in writing.
- c. If the NCC terminates the Contract for convenience:
 - i. where the value of Work completed plus approved termination costs is less than the Minimum Contract Value, the Contractor will be paid the Minimum Contract Value;
or

- ii. where the value of Work completed plus approved termination costs is equal to or more than the Minimum Contract Value, the Contractor will be paid for the value of the Work completed plus approved termination costs.
- d. The NCC will have no obligation to the Contractor under this clause:
 - i. if the Contractor is in breach of the Contract; or
 - ii. if the NCC has requested Work in the amount of the Minimum Contract Value.

GC1.1.9 Contract Term

1.1.9.1 Term of the Contract

The term of the Contract shall commence on the date of Contract award and shall remain in effect for two consecutive years inclusive.

1.1.9.2 Option to Extend the Contract

1. The Contractor grants to the NCC the irrevocable option to extend the term of the Contract by up to three additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in GC ANNEX 1 - BASIS OF PAYMENT of the Contract. The estimated construction budget will be reviewed annually.
2. The NCC may exercise this option at any time by sending a written notice to the Contractor at least 90 days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority.

1.1.9.3 Increased or Decreased Contract Amount

1. The NCC reserves the right, from time to time and in its sole discretion, to amend the Contract Amount. In the event of such an amendment, all other terms and conditions will remain unchanged. The Contractor agrees that, following such amendments, it will continue to be paid in accordance with the applicable provisions as set out in GC ANNEX 1 - BASIS OF PAYMENT of the Contract.
2. The NCC may issue such an amendment for additional or reduced funds at any time by sending a written notice to the Contractor. The amendment may only be issued by the Contracting Authority.

GC1.2 Contract documents

The following discusses Contract documents

GC1.2.1 General

1. The Contract documents are complementary, and what is required by any one shall be as binding as if required by all.
2. References in the Contract documents to the singular shall be considered to include the plural as the context requires.

3. Nothing contained in the Contract documents shall create a contractual relationship between the NCC and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

GC1.2.2 Order of Precedence

1. In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - a. any amendment or variation of the Contract documents that is made in accordance with the General Conditions;
 - b. any amendment issued prior to tender closing;
 - c. the General Conditions (GC) and the GC ANNEXES;
 - d. the Contractor's Proposal, when accepted;
 - e. project-specific Construction Documents provided by the Consultant within the context of this Contract; and
 - f. Task Authorizations;

Later dates shall govern within each of the above categories of documents.

2. In the event of any discrepancy or conflict in the information contained in the Drawings and Specifications, the following rules shall apply:
 - a. Specifications shall govern over Drawings;
 - b. dimensions shown in figures on a Drawings shall govern where they differ from dimensions scaled from the same Drawings; and
 - c. Drawings of larger scale govern over those of smaller scale.

GC1.2.3 Security and protection of documents and Work

1. The Contractor shall guard and protect Contract documents, Drawings, Specifications information, models and copies thereof, whether supplied by the NCC or the Contractor, against loss or damage from any cause.
2. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the NCC regarding the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of the NCC, except that the Contractor may disclose to a Subcontractor or Supplier, authorized in accordance with the Contract, information necessary to the performance of a Subcontract. This section does not apply to any information that
 - a. is publicly available from a source other than the Contractor; or
 - b. is or becomes known to the Contractor from a source other than the NCC, except any source that is known to the Contractor to be under an obligation to the NCC not to disclose the information.
3. When the Contract, the Work, or any information referred to in paragraph 2) of GC1.2.3 is identified as top secret, secret, or protected by the NCC, the Contractor shall, at all times, treat and safeguard

the information as per their security classification or designation, in accordance with the Government Security Policy (GSP).

Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret or protected by the NCC, the NCC Corporate Security reserves the right to request that the Contractor submit to an inspection of the premises on Document Safeguarding Capability (DSC) and/or IT Security, depending on the nature of the information it will be entrusted with.

In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor or Subcontractor shall take the corrective measures recommended by NCC's Corporate Security or the Canadian Industrial Security Directorate (of PWGSC) in order to meet these requirements.

4. The Contractor shall safeguard the Work and the Contract, the Specifications, Drawings and any other information provided by the NCC to the Contractor and shall be liable to the NCC for any loss or damage from any causes.

The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

GC1.3 Status of the Contractor

1. The Contractor is engaged under the Contract as an independent contractor.
2. The Contractor, its Subcontractors and Suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of the NCC.
3. For the purposes of the Contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

GC1.4 Rights and Remedies

Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC1.5 Time of the Essence

Time is of the essence of the Contract.

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save the NCC harmless from and against all claims, demands, losses, costs, damages, injuries, actions, suits, or proceedings whether in respect to losses suffered by the NCC or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of

the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

2. The Contractor's obligation to indemnify the NCC for losses related to first party liability shall be limited to:
 - a. In respect to losses for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts", the general liability insurance limits as referred in the clause, unless the Insurance policy is amended for a project (Task Authorization)-specific requirement;
 - b. In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000 unless amended for a project (Task Authorization)-specific requirement.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify the NCC for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by the NCC, the Contractor shall defend the NCC against any third-party claims.
4. Notice in writing of a claim shall be given within a reasonable time after the facts upon which such claim is based became known.

GC1.7 Intentionally deleted

GC1.8 Laws, Permits and Taxes

1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith by all of its Subcontractors and Suppliers at any tier as if the Work were being performed for an owner other than the NCC. The Contractor shall furnish evidence of compliance with such laws and regulations to the NCC at such times as the NCC may reasonably request.
2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
3. Prior to the commencement of the Construction Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than the NCC.
4. Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify the NCC of the amount properly tendered and whether or not the municipal authority has accepted that amount.
5. If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to the NCC within 6 days after the time stipulated in paragraph 4) of GC1.8.
6. For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Construction Work if the owner were not the NCC.

7. Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
8. In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5, "Substantial Performance of the Work", a Contractor who has neither residence nor place of business in the province or territory in which Work under the Contract is being performed shall provide the NCC with proof of registration with the provincial sales tax authorities in the said province.
9. For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of the NCC after the time of purchase in accordance with GC3.9, "Material Plant and Real Property Become Property of the NCC", the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
10. Federal government departments and agencies are required to pay Applicable Taxes.
11. Applicable Taxes will be paid by the NCC as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
12. The Contractor is not entitled to use the NCC's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
13. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
14. Tax Withholding of 15 Percent – Canada Revenue Agency: Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), the NCC must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to the Government of Canada.

GC1.9 Workers' Compensation for Construction Work

1. Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the Place of the Work, including payments due thereunder.

2. At any time during the term of the Contract, when requested by the NCC, the Contractor shall provide such evidence of compliance by the Contractor, its Subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

GC1.10 National Security

1. If the NCC determines that the Work is of a class or kind that involves national security, the NCC may order the Contractor to
 - a. provide the NCC with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
 - b. remove any person from the Site of the Work if, in the opinion of the NCC, that person may be a risk to the national security;and the Contractor shall comply with the order.
2. In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

GC1.11 Unsuitable Workers

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Security has the responsibility into who, and at what security clearance level, has authorized access to NCC ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the NCC, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

GC1.12 Public Ceremonies and Signs

1. The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of the NCC.
2. The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the NCC.

GC1.13 Conflict of Interest

It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

GC1.14 Agreements and Amendments

1. The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

2. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
3. The Contract may be amended only as provided for in the Contract.

GC1.15 Succession

The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16, "Assignment", permitted assigns.

GC1.16 Assignment

The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of the NCC.

GC1.17 No Bribe

The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of the NCC or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC1.18 Certification — Contingency Fees

1. In this clause
 - a. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a contract or negotiating the whole or any part of its terms;
 - b. "employee" means a person with whom the Contractor has an employer/employee relationship; and
 - c. "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), R.S. 1985, c. 44 (4th Supplement) as the same may be amended from time to time.
2. The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
4. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the NCC may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

GC1.19 International Sanctions

1. Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. It is a condition of the Contract that the Contractor does not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3, "Termination of Contract for Convenience".

GC1.20 Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC1.21 Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC1.22 Joint and Several Liability

If at any time there is more than one legal entity constituting the Contractor, their covenants under the Contract shall be jointly and severally liable and apply to each and every entity. If the Contractor is or becomes a partnership or Joint Venture, each legal entity who is a member or becomes a member of the partnership or Joint Venture or its successors is and continues to be jointly and severally liable for the performance of the Work and all the covenants of the Contractor pursuant to this Contract, whether or not that entity ceases to be a member of the partnership, Joint Venture or its successor.

GC1.23 Key Individuals

1. The NCC identified in the RFP solicitation Key Individuals with specific responsibilities for each position and with the condition that no person perform more than one Key Individual role. In return, the Contractor's RFP Proposal identified the Key Individuals with specific experience and certifications. The responsibilities of the Contractor's Key Individuals for the duration of the Contract are:
 - a. Program Manager:

The single individual identified as having overall control and accountability for all construction management services for the NCC program and for each project. The individual has a thorough understanding of federal government real property project planning and delivery. Beyond the responsibilities typically assumed by a senior manager or executive, the Program Manager shall personally spearhead on a hands-on basis, the active management of the entire construction management team.

b. Construction Manager:

The single individual accountable for and that has direct control over all aspects of the construction program for the overall program and for each project.

c. Senior Superintendent:

The individual responsible for the overall planning and definition, sequencing and prioritization, management, and overall control of the construction operations of each project.

d. Design Manager:

The single individual responsible for providing overall, coordinated, cross discipline input from a contractor's perspective, to prioritize, orient and influence the proposed design solutions from a constructability and execution standpoint, within the cost, schedule, quality, and risk parameters approved for each project.

e. Time Manager:

The single individual responsible to analyze and integrate of all activities related to time planning and scheduling into comprehensive network diagrams and bar charts, and for the ongoing time management monitoring and reporting of the entire construction program including those aspects that influence the design, and the ongoing coordination with the construction management cost and risk management services.

f. Cost Manager:

The single individual responsible to analyze and manage all activities related to cost planning, estimating, monitoring and control for the entire construction program of Work including those aspects that influence the design, and the ongoing coordination with the construction management time and risk management services.

g. Procurement Manager:

The single individual responsible for defining, establishing, and implementing a structured and auditable procurement approach for the entire construction program, meeting schedule imperatives.

h. Business Manager:

The single individual responsible to establish, monitor and implement structured and auditable time recording system in accordance with GC2.9, "Accounts and Audit", and invoicing in accordance with GC5.16, "Invoicing", for all of the Costs and fees of the Contract prescribed in GC ANNEX 1 – BASIS OF PAYMENT.

2. Except for the Business Manager identified in subparagraph 1) (j) of GC 1.23, the minimum complexity characteristics required for the work experience of the Contractor's Key Personnel identified in subparagraphs 1) (a) to (i) of GC1.23 include:

- a. Public infrastructure (e.g. subway or tunnel system, airport, bridge, etc.);
- b. Constrained spatial environment (e.g. downtown metropolitan area, limited land mass area, etc.);
- c. High security requirement of an entire facility (e.g. courthouse, hospital, airport, prison, etc.);
- d. Layers of circulation or technical programming (e.g. pedestrian impact, public transportation, multiple user groups, separating the public from principle occupant or client/user, etc.); or

- e. Process – government or public context (e.g. numerous approval bodies, ministerial or equivalent approval, etc.).
3. Through its duly completed Price Proposal in the RFP solicitation for this Contract the Contractor declares and certifies every Key Individual identified in its RFP Proposal is available to perform the Work as required by the NCC at the time and Place of the Work specified in the Contract documents.
4. If for reasons beyond its control, any of the Contractor’s Key Individuals are unable to provide the services identified in subparagraphs 1) (a) to (j) of GC1.23, the Contractor shall notify the NCC immediately of the unavailability and then propose to the NCC within 14 days of the notification a substitute with at least the same level of qualifications and experience, subject to the acceptance of the NCC at its sole discretion. If the NCC does not agree that the proposed substitute has similar capacity and qualification to the original Key Individual, then the Contractor shall propose another substitute within the next 14 days of the NCC’s rejection of the previously proposed substitute.
5. The Contractor shall advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Contractor, and must be documented: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, termination of an agreement for default or by mutual agreement between the NCC and the Contractor.
6. In the first two years of the Contract, any substitution of a Key Individual for reasons other than death, certified sickness, maternity, dismissal for cause or mutual consent between the NCC and the Contractor, will be subject to a financial adjustment. The all-inclusive-hour-rate of pay identified in the Contractor’s Price Proposal for the services provided by the Key Individual will be reduced by 50% for the first six months of services provided by the substitute. The financial adjustment shall be applied to any and all subsequent substitutions of Key Individuals.

GC1.24 Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to NCC. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: ©National Capital Commission (NCC) (year) or © La Commission de la capitale nationale (CCN) (année).
2. At the request of the Contracting Authority, the Contractor must provide to the NCC, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

GC1.25 NCC Property

The Contractor must take reasonable and proper care of all NCC Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

GC 1.26 Non-exclusivity

Nothing in this document shall be interpreted as conferring upon the Contractor any form of exclusivity whatsoever.

GC 2 ADMINISTRATION OF THE CONTRACT

GC2.1 NCC Representative's Authority

1. The Technical Authority shall be recognized as the NCC representative and designated at time of award of contract and shall perform the following:
 - a. is responsible for all matters concerning the technical content of the Work under the Contract;
 - b. authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the Contract.
 - c. accept on behalf of the NCC any notice, order or other communication from the Contractor relating to the Work
 - d. within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract
2. The Technical Authority has no authority to authorize changes to the terms and conditions of the Contract.
3. The NCC reserves the right to have more than one Technical Authority assigned to the Contract.
4. The Contracting Authority shall be recognized as the authority delegated by the NCC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.

GC2.2 Consultant

1. The NCC shall designate the Consultant(s) whose duties and responsibilities will include:
 - a. providing project-specific Design Services which meet the criteria set forth and approved by the NCC;
 - b. providing project-specific assistance to the NCC and facilitating applicable project approvals, permitting and licensing required by federal and provincial authorities;
 - c. coordinating and integrating all aspects of the Design Services, including the coordination the services and work of all other consultants, specialists and agents retained for the project-specific mandate;
 - d. preparing project-specific Design Documents and preparing project-specific Construction Documents, setting forth in detail the requirements for Construction, and as applicable all Site remediation requirements;
 - e. providing project-specific assistance to the Contractor to facilitate and obtain municipal approvals, permits, and licenses for the Construction;
 - f. conducting project-specific review of the Construction progress and related Construction administration to determine, to the satisfaction of the Consultant, that the Construction is performed in general conformity with the requirements of:
 - i. the Contract Documents, and

- ii. the applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction over the Work;
 - g. satisfying the requirements of governmental authorities respecting substantial conformity to the design with the applicable building, land, water and air use regulations, other than Construction safety issues;
 - h. preparing Contemplated Change Notices and Change Orders as set out in GC6, "Delays and Changes in the Work";
 - i. providing estimates of amounts owing to the Contractor for Work performed and Work to complete based on the Consultant's observations and evaluation of the Contractor's applications for monthly progress payments, Substantial Completion, and final Completion payments;
 - j. rejecting of Work which does not conform to the requirements of the Contract documents;
 - k. arranging for the required special testing and inspection of the Construction in accordance with the Contract documents, whether or not such Construction has been fabricated, installed, or completed;
 - l. performing the required inspection to determine of the date of Substantial Performance of the Work and to issue a certificate attesting to same;
 - m. reviewing of any defects or deficiencies in the Work during the period described in GC3.12, "Warranty and Rectification of Defects in Work", and issuing the Contractor appropriate instructions for correction of said defects or deficiencies; and
 - n. performing other services from time to time as authorized the NCC.
2. In performing the above duties, the Consultant will provide the necessary services as expeditiously as is required for the orderly progress of the Work.
3. All documentation and certificates issued by the Consultant shall be to the best of the Consultant's knowledge, information and belief.
4. The Consultant shall perform the Design Services and fulfill the Consultant's duties and responsibilities to the standard of diligence, skill, and care that architects, engineers and other design professions would customarily provide in similar circumstances and in the same geographic area, meeting the Consultant's professional and legal obligations.

GC2.3 Interpretation of Contract and Task Authorization for Construction Work

1. If, at any time before the NCC has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
 - a. the meaning of anything in the Drawings and Specifications;
 - b. the meaning to be given to the Drawings and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
 - c. whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;

- d. whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
 - e. what quantity of any of the Work has been completed by the Contractor; or
 - f. the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;
- the question shall be decided, subject to the provisions of GC8, "Dispute Resolution", by the NCC.
2. The Contractor shall perform the Work in accordance with any decisions of the NCC that are made under paragraph 1) of GC2.3 and in accordance with any consequential directions given by the NCC.
 3. If the Contractor fails to comply with any instruction or direction issued by the NCC pursuant to the Contract, the NCC may employ such methods as the NCC deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay the NCC an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by the NCC by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by the NCC in doing what the Contractor failed to do.

GC2.4 Notices

1. Subject to paragraph 3) of GC2.4, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
2. Any notice, order or other communication given in writing in accordance with paragraph 1 of GC2.4 shall be deemed to have been received by either party
 - a. if delivered personally, on the day that it was delivered;
 - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
 - c. if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
3. A notice given under GC7.1, "Taking the Work out of the Contractor's Hands", GC7.2, "Suspension of Work" and GC7.3, "Termination of Contract", shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC2.5 Site Meetings

In consultation with the NCC, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work. Unless otherwise indicated, all visits to "secure" sites (Official Residences and Parliament Hill) shall be coordinated with and approved through NCC Corporate Security.

GC2.6 Review and Inspection of Work

1. The NCC shall review the Work to determine if it is proceeding in conformity with the Contract, and the project-specific Contract Documents, and to record the necessary data to make an assessment of

the value of Work completed. The NCC shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Construction Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.

2. The NCC shall reject Work or Material which in the NCC's opinion does not conform to the requirements of the Contract and the project-specific Contract Documents, and shall require inspection or testing of Work, whether such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract and the project-specific Contract Documents, the Contractor shall correct the Work and shall pay the NCC, on demand, all reasonable costs and expenses that were incurred by the NCC in having the examination performed.
3. The Contractor shall always provide the NCC with access to the Work and its site , and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by the NCC and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, the NCC shall be given access to such Work whenever it is in progress.
4. The Contractor shall furnish the NCC with such information respecting the performance of the Contract as the NCC may require, and render every possible assistance to enable the NCC to verify that the Work is performed in accordance with the Contract and the project-specific Contract Documents, carry out any other duties and exercise any powers in accordance with the Contract.
5. If Work is designated for tests, inspections, or approvals in the Contract, or the project-specific Contract Documents, or by the NCC's instructions, or by laws or ordinances of the Place of the Work, the Contractor shall give the NCC reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give the NCC reasonable notice of the date and time of inspections, tests or approvals.
6. If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by the NCC, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work.

GC2.7 Superintendent

1. Prior to commencing any Construction Work, the Contractor shall designate a Superintendent for that specific project and shall notify the NCC of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Construction Work site during working hours until the Construction Work has reached completion.
2. The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Construction Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work for this Project.
3. Upon request of the NCC, the Contractor shall remove any Superintendent who, in the opinion of the NCC, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to the NCC.
4. The Contractor shall not substitute a Superintendent for a Project without the written consent of the NCC. If a Superintendent is substituted without such consent, the NCC shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or

Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to the NCC has been substituted.

GC2.8 Non-discrimination in Hiring and Employment of Labour

1. For the purposes of this clause, "persons" include the Contractor, its Subcontractors and Suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work Site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
2. Without restricting the provisions of paragraph 3) of GC2.7, "Superintendent", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
 - a. of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - b. of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - c. a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
3. Within two Working Days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.8, the Contractor shall
 - a. cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - b. forward a copy of the complaint to the NCC by registered mail or courier service.
4. Within 24 hours immediately following receipt of a direction from the NCC a to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom the NCC believes to be in breach of the provisions of paragraph 2) of GC2.8.
5. No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.8, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
6. If a direction is issued pursuant to paragraph 4) of GC2.8, the NCC may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.11, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.8.
7. If the Contractor fails to proceed in accordance with paragraph 5) of GC2.8, the NCC shall take the necessary action to have the breach remedied and shall determine all supplementary costs incurred by the NCC as a result.
8. The NCC may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of

- a. a written award issued pursuant to the federal [*Commercial Arbitration Act*](#), R.S. 1985, c. 17 (2nd Supp.);
 - b. a written award issued pursuant to the [*Canadian Human Rights Act*](#), R.S. 1985, c. H-6;
 - c. a written award issued pursuant to provincial or territorial human rights legislation; or
 - d. a judgement issued by a court of competent jurisdiction.
9. If the NCC is of the opinion that the Contractor has breached any of the provisions of this clause, the NCC may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
10. Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.9 Accounts and Audits

1. The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4, "Execution of the Work", maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by the NCC or by persons designated to act on behalf of the NCC.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents, Subcontractors or Suppliers performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. Time charged and the accuracy of the Contractor's time recording system are subject to verification by the NCC, at any time, whether before or after payment is made to the Contractor.
2. The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.9 to make copies of and take extracts from any of the records and material and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
3. The Contractor shall maintain and keep the records intact until the expiration of six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection, and examination by the representatives of the NCC, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of the NCC may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the Contract, calculated in accordance with the GC ANNEX 1 – BASIS OF PAYMENT, is subject to NCC audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by the NCC and the NCC repay any under-payment. The NCC may hold back, deduct and set off any credits owing and unpaid under this section from any money that the NCC owes to the Contractor at any time (including under other contracts). If the NCC does not choose to exercise this right at any given time, the NCC does not lose this right.
5. The Contractor shall cause all Subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

GC2.10 Access to Information

Records created by the Contractor, and under the control of the NCC, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of the NCC under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

GC 3 EXECUTION AND CONTROL OF THE WORK

GC3.1 Progress schedule

The Contractor shall for each Task Authorization

- a. prepare and submit to the NCC, as defined in GC ANNEX 5 – TERMS OF REFERENCE of the Contract, a progress schedule in accordance with the requirements set out in the Contract;
- b. monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
- c. advise the NCC of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by the NCC; and
- d. prepare and submit to the NCC, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to the NCC for the completion of any unfinished Work and the correction of all listed defects.

GC3.2 Errors and omissions

The Contractor shall report promptly to the NCC any errors, discrepancies, or omissions the Contractor may discover when reviewing the Contract documents. In making a review, the Contractor does not assume any responsibility to the NCC for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the Contract documents prepared by or on behalf of the NCC that the Contractor did not discover.

GC3.3 Construction safety

1. Subject to GC3.7, "Construction by Other Contractors or Workers", the Contractor shall be solely responsible for Construction safety at the Place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
2. Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for Construction safety at the Site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 Execution of the work

1. The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
2. The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with industry standards and in accordance with the progress schedule prepared pursuant to GC3.1, "Progress Schedule", and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
3. Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Construction Work and shall direct and supervise the Construction Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Construction Work.
4. When requested in writing by the NCC, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time the NCC considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
5. The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities as outlined in GC ANNEX 5 – TERMS OF REFERENCE and the project-specific Construction Documents and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
6. The Contractor shall keep at least one copy of current Contract documents, submittals, reports, and records of meetings at the Site of the Work, in good order and available to the NCC.
7. Except for any part of the Work that is necessarily performed away from or off the Site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the Contract documents.

GC3.5 Material

1. Unless otherwise specified in the Contract, all Material incorporated in Construction Work shall be new.
2. Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to the NCC to substitute a similar item for the one specified.
3. If the NCC agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, the NCC may approve the substitution, subject to the following:
 - a. the request for substitution shall be made in writing to the NCC and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by the NCC;

- b. the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;
- c. substitution of Material shall be permitted only with the prior written approval of the NCC, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to the NCC; and
- d. the Contractor shall be responsible for all additional expenses incurred by the NCC, the Contractor, its Subcontractors and Suppliers at any tier due to the Contractor's use of the substitute.

GC3.6 Subcontracting

1. Subject to the provisions of this clause, the Contractor may Subcontract any part of the Work but not the whole of the Work.
2. The Contractor shall notify the NCC in writing of the Contractor's intention to Subcontract.
3. A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to Subcontract.
4. The NCC may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within 6 days of receipt by the NCC of a notification referred to in paragraph 2) of GC3.6.
5. If the NCC objects to a subcontracting, the Contractor shall not enter into the intended Subcontract.
6. The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of the NCC.
7. The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to Suppliers at any tier for the supply of Plant or Material.
8. Neither a Subcontracting nor the NCC's consent to a Subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon the NCC.

GC3.7 Construction by other contractors or workers

1. The NCC reserves the right to send other contractors or workers, with or without Plant and Material, onto the Site of the Work.
2. When other contractors or workers are sent on to the Site of the Work, the NCC shall
 - a. enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - b. ensure that the insurance coverage provided by the other contractors is coordinated with the insurance coverage of the Contractor as it affects the Work; and
 - c. take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
3. When other contractors or workers are sent on to the Site of the Work, the Contractor shall

- a. cooperate with them in the carrying out of their duties and obligations;
 - b. coordinate and schedule the Work with the work of the other contractors and workers;
 - c. participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - d. where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to the NCC in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such Work. Failure by the Contractor to so report shall invalidate any claims against the NCC by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - e. when designated as being responsible for construction safety at the Place of the Work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
4. If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the Site of the Work and provided the Contractor
- a. incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
 - b. gives the NCC written notice of a claim for that extra expense within 30 days of the date that the other contractors or workers were sent onto the Work or its site;

The NCC shall pay the Contractor the Cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC ANNEX 1 – BASIS OF PAYMENT.

GC3.8 Labour

1. To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the Work, the Contractor shall, in the performance of the Work, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.
2. The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work and shall not employ on the Site of the Work anyone not skilled in the tasks assigned.

GC3.9 Material, plant and real property become property of the NCC

1. Subject to paragraph 9) of GC1.8, "Laws Permits and Taxes", all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of the NCC for the purposes of the Work and they shall continue to be the property of the NCC
 - a. in the case of Material, until the NCC indicates that the Materials shall not be required for the Work; and
 - b. in the case of Plant, real property, licences, powers and privileges, until the NCC indicates that the interest vested in the NCC therein is no longer required for the purposes of the Work.

2. Material or Plant, that is the property of the NCC by virtue of paragraph 1) of GC3.9, shall not be taken away from the Site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of the NCC.
3. The NCC is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.9, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of the NCC.

GC3.10 Defective work

1. The Contractor shall promptly remove from the Site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
2. The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
3. If, in the opinion of the NCC, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, the NCC may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract documents.
4. The failure of the NCC to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

GC3.11 Cleanup of site

1. The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
2. Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract documents, shall cause the Work and its Site to be clean and suitable for occupancy by the NCC.
3. Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
4. The Contractor's obligations described in paragraphs 1) to 3) of GC3.11 do not extend to waste products and other debris caused by the NCC's servants, or by other contractors and workers referred to in GC3.7, "Construction by Other Contractors or Workers".

GC3.12 Warranty and rectification of defects in work

1. The Contractor warrants that the Work, including all Material, shall conform to the Specifications set out in the project-specific Construction Documents in all respects and shall be new, of good quality Material, of merchantable quality as described in the said Construction Documents, and free of defects in Materials, equipment and workmanship for period of twelve (12) months from the date of issuance of the Certificate of Substantial Performance for that project. This warranty shall cover labour and Material, including, without limitation, the Costs of removal and replacement of covering Materials. For project-specific warranties extended beyond twelve (12) months, the Contractor shall, as a Subcontract condition, ensure Subcontractors and Suppliers, or building component

manufacturers, assign and honour said extended warranties to the NCC for the duration of the extended warranty period provided for in the Construction Documents. This warranty shall cover labour and Material, including, without limitation, the Costs of removal and replacement of Materials. This warranty shall not limit extended warranties on any items of equipment or Material called for elsewhere in the project-specific Specifications or otherwise provided by any manufacturer of such equipment or Material.

2. The Contractor agrees to correct promptly, at his own expense, in a manner approved by the NCC, defects, deficiencies or non-compliant items in the Work which appear prior to and during the warranty periods set out in paragraph 1) of GC3.12. The Contractor acknowledges that the timely performance of warranty Work is critical to the ability of the NCC to maintain effective operations. The Contractor shall make its best efforts to respond to the requirement of the NCC to correct defective, deficient or non-compliant items in the Work within the time required by the NCC. The Contractor further acknowledges that if the NCC is unable to contact the Contractor and/or obtain the corrective Work within such time required by the NCC, and the lack of such corrective Work causes an emergency situation, in the opinion of the NCC, that the NCC's own forces may take such emergency steps as are reasonable and appropriate to correct such defects, deficiencies or non-compliant items in the Work and such emergency steps taken by the NCC's own forces shall not invalidate any warranties in respect to such portion of the Work effected by such corrective actions of the NCC's own forces.
3. Subject to paragraph 2) of GC3.12, the Contractor shall promptly, and in any event not more than 30 days after receipt of written notice thereof from the Consultant or the NCC, make good any defects, deficiencies or non-compliant items in the Work which may develop within periods for which said Materials, equipment, and workmanship are warranted, and also make good any damage to other Work caused by the repairing of such defects, deficiencies or non-compliant items. All of such Work shall be at the Contractor's expense. None of such Work shall be the basis of a claim for additional compensation or damages. The above-noted time period of 30 days shall be subject to the following:
 - a. If the corrective Work cannot be completed in the 30 days specified, the Contractor shall be in compliance if the Contractor
 - i. commences and is diligently proceeding with the correction of the Work within the specified time, and
 - ii. provides the NCC with a schedule acceptable to the NCC for such correction, and
 - iii. corrects the Work in accordance with such schedule;
 - b. If the Contractor fails to correct the Work in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the NCC may have, the NCC may correct such Work and deduct the Cost thereof from any holdback amount or Contract Security held by the NCC or from any payment then or thereafter due to the Contractor.
4. The performance of replacement Work and making good of defects, deficiencies or noncompliant items for which the Contractor is responsible, shall be commenced and completed as expeditiously as possible, and shall be executed at times convenient to the NCC and this may require Work outside normal working hours at the Contractor's expense. Any extraordinary measures required to complete the Work, as directed by the NCC to accommodate the operation of the asset or other aspects of the project as implemented shall be at the Contractor's expense.
5. The Contractor shall, at any time or times prior to the expiry of said warranty period and when required to do so by the NCC, make such openings, tests, inspections, excavations, examinations, or

other investigations in, through, of or in the vicinity of the Work as directed and shall, if required, make good again, to the satisfaction of the NCC, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of the NCC, any defect, deficiency or noncompliant item for which the Contractor is responsible is found in the Work by such investigations, the Cost of such investigations and such making good shall be borne by the Contractor; but if, in the opinion of the NCC, no such imperfect work is found by such investigations, the said Cost shall be paid by the NCC.

6. The foregoing remedies shall not deprive the NCC of any action, right or remedy otherwise available to the NCC at law or in equity for breach of any of the provisions of the Contract documents by the Contractor, and the periods referred to above, or such longer time as may be specified elsewhere, shall not be construed as a limitation on the time in which the NCC may pursue such other action, right or remedy.
7. If the Contractor fails to correct the defect, deficiency and/or non-compliant items, or fails to correct it promptly following receipt of written notification from the NCC pursuant to paragraph 4) of GC3.12, the NCC may correct the defect, deficiency and/or noncompliant items and the NCC's Cost of such Work will be paid to the NCC by the Contractor on demand or may be set off pursuant GC5.11, "Right of Set Off" against any further payment due by the NCC to the Contractor under this Contract or under any agreement, or deduction from any Contract Security held by the NCC.
8. The Contractor shall transfer and assign, to the NCC, any Subcontractor, manufacturer or Supplier extended warranties or guarantees implied or imposed by law or contained in the project-specific Construction Documents covering periods beyond the twelve (12) months stipulated above or as agreed to by the NCC. Extended warranties or guarantees referred to herein shall not extend the twelve (12)-month period whereby the Contractor, except as may be provided elsewhere in the Contract or as agreed to by the NCC, must rectify and make good any defect or fault that appears in the Work or comes to the attention of the NCC.
9. The Contractor shall provide, to the NCC prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph 8) of GC3.12.
10. Neither the performance of work by the NCC's own forces nor the work of other contractors shall limit the availability or terms of any warranty.
11. A direction referred to in provisions of GC3.12, "Warranty and Rectification of Defects in Work", shall be in writing and shall be given to the Contractor in accordance with GC2.4, "Notices".

GC3.13 Standard of Care

In performing the services and Work obligations that it has agreed to perform in accordance with the terms of the Contract, the Contractor shall exercise the standard of care, skill and diligence that a Construction Manager would normally be provided by an experienced and prudent Construction Manager for the location where the Work is performed.

The Contractor is responsible to mitigate any losses throughout the term of this Contract and following termination of the Contract for any reason.

GC 4 PROTECTIVE MEASURES

GC4.1 Protection of Work and Property

1. The Contractor shall protect the Work and its Site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by the NCC to the Contractor.
2. The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the NCC to inspect or to take security measures in respect of the Work and its Site.
3. The NCC may direct the Contractor to do such things and to perform such work as the NCC considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.
4. Where superficial damage does occur, the Contractor shall fully investigate and report to the NCC Representative on the nature of the damage and recommended follow-up action including application of insurance as well as ascribing responsibility for damage, if this can be determined. Where a responsible party can be determined the Contractor shall ensure that the costs of the damage or, as applicable, insurance deductible be allocated to that party. If, using reasonable efforts, the Contractor demonstrates that damage has not been caused by the Contractor or those under its control but rather by a third party, the Cost for the repairs to the Work or insurance deductible, as applicable shall be reviewed by the NCC Representative, and if deemed fair and reasonable, authorized for payment with the next progress payment. For the purposes of this paragraph, "superficial damage" means minor damage to the surface of the Work or its Site.

GC4.2 Precautions Against Damage, Infringement of Rights, Fire and Other Hazards

1. The Contractor shall do whatever is necessary to ensure that
 - a. no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
 - b. pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
 - c. fire hazards in or about the Site of the Work are eliminated and any fire is promptly extinguished;
 - d. the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
 - e. adequate medical services are always available to all persons employed on the Work or its site during the performance of the Work;
 - f. adequate sanitation measures are taken in respect of the Work and its Site; and
 - g. all stakes, buoys and marks placed on the Work or its Site by the NCC are protected and are not removed, defaced, altered nor destroyed.
2. The NCC may direct the Contractor to do such things and to perform such work as the NCC considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of the NCC.

GC4.3 Material, Plant and Real Property Supplied by the NCC

1. Subject to paragraph 2) of GC4.3, the Contractor is liable to the NCC for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by the NCC for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
2. The Contractor is not liable to the NCC for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
3. The Contractor shall not use any Material, Plant or real property supplied by the NCC except for the purpose of performing the Contract.
4. When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, the NCC may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to the NCC for the Cost thereof and shall, on demand, pay to the NCC an amount equal to that Cost.
5. The Contractor shall keep records of all Material, Plant and real property supplied by the NCC as the NCC requires and shall satisfy the NCC, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

GC4.4 Contaminated Site Conditions

1. For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the Site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
2. If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the Site of the Work, the Contractor shall
 - a. take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - b. immediately notify the NCC of the circumstances in writing; and
 - c. take all reasonable steps to minimize additional Costs that may accrue as a result of any Work stoppage.
3. Upon receipt of a notification from the Contractor, the NCC shall promptly determine whether a contaminated Site condition exists and shall notify the Contractor in writing of any action to be taken, or Work to be performed, by the Contractor as a result of the NCC's determination.
4. If the Contractor's services are required by the NCC, the Contractor shall follow the direction of the NCC regarding any excavation, treatment, removal and disposal of any polluting substance or material.
5. The NCC, at the NCC's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated Site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.

6. Except as may be otherwise provided for in the Contract, the provisions of GC ANNEX 1 – BASIS OF PAYMENT, shall apply to any additional Work made necessary because of a contaminated Site condition.

GC 5 TERMS OF PAYMENT

GC5.1 Interpretation

In these Terms of Payment

1. The "*payment period*" means a period of 45 consecutive days or such other longer period as may be agreed between the Contractor and the NCC. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the NCC will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the NCC to notify the Contractor within 15 days will only result in the date specified in paragraph 3) of GC5.1 to apply for the sole purpose of calculating interest on overdue accounts
2. An amount is "*due and payable*" when it is due and payable by the NCC to the Contractor according to GC5.6, "Progress Payment", GC5.7, "Substantial Performance of the Work", or GC5.8"Final Completion".
3. An amount is "*overdue*" when it remains unpaid on the first day following the day upon which it is due and payable.
4. The "*date of payment*" means the date of the negotiable instrument of an amount due and payable by the NCC.
5. The "*Bank Rate*" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short-term advances to members of the Canadian Payments Association.
6. The "*Average Bank Rate*" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

GC5.2 Basis of Payment

The basis of payment for the Contract will consist of Labour Costs, Plant, Material and equipment Costs, Subcontract Costs, Disbursements, profit percentages, and monthly fees as detailed in GC ANNEX 1 - BASIS OF PAYMENT.

PRICING OPTION

The NCC may elect to exercise the option described in paragraph 5.2.1 at the time of signing of a Task Authorization or any time during the term of the Task Authorization. If the NCC elects to exercise the option after the signing of a Task Authorization, the election shall be recorded by a Change Order.

5.2.1 GUARANTEED MAXIMUM PRICE (GMP)

The cost of the Task Authorization is guaranteed by the Contractor not to exceed \$ _____, subject to the adjustment as provided in GC 6.1 – Changes to Work.

Any amount in excess of this GMP will be paid by the Contractor without reimbursement by the NCC.

GC5.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. The NCC's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of all the Task authorizations issued.
2. No increase in the total liability of the NCC will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the Contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the NCC's liability.

GC5.4 Amount Payable

1. Subject to any other provisions of the Contract, the NCC shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by the NCC to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to the NCC, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
2. When making any payment to the Contractor, the failure of the NCC to deduct an amount payable to the NCC by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.
3. Should any payment be made by the NCC in excess of what is owed to the Contractor for the actual Work performed, the Contractor will reimburse the NCC the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.
4. No payment other than a payment that is expressly stipulated in the Contract shall be made by the NCC to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

GC5.5 Increased or Decreased Costs

1. The Labour Costs, Plant, Material, and equipment Costs, and Subcontract Costs shall not be increased nor decreased except as provided in this Contract.
2. Notwithstanding paragraph 1) of GC5.5, if any change, including a new imposition or repeal, of any statutory payroll burden (e.g. WSIB, CPP, EI), tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the Cost of the Work to the Contractor, and occurs
 - a. after the date of submission by the Contractor of its bid; or
 - b. after the date of submission of the last revision, if the Contractor's bid was revised;
 - c. the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.5.
3. If a change referred to in paragraph 2) of GC5.5 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by the NCC of the relevant records of the Contractor referred to in GC2.9, "Accounts and Audits", to be the increase or decrease in the Cost incurred by the Contractor that is directly attributable to that change.
4. For the purpose of paragraph 2) of GC5.5, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
5. Notwithstanding paragraphs 2) to 4) of GC5.5, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.6 Progress Payment

1. On the expiration of a payment period, the Contractor shall deliver to the NCC per Task Authorization
 - a. a written progress claim in a form acceptable to the NCC that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work Site but not incorporated into the Work, during that payment period;
 - b. a duly completed monthly report as described in GC ANNEX 5 – TERMS OF REFERENCE; and
 - c. a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
2. Within 15 days of receipt of a progress claim and statutory declaration from the Contractor, the NCC shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of the NCC
 - a. is in accordance with the Contract; and
 - b. was not included in any other progress report relating to the Contract.

3. Subject to GC5.4, "Amount Payable", and paragraph 5) of GC5.6, the NCC shall pay the Contractor an amount that is equal to
 - a. 95 percent of the value that is indicated for Plant, Material and equipment Costs, and Subcontract Costs and 100 percent of the value that is indicated for Monthly Fees, Labour Costs and Disbursements in the NCC's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - b. 90 percent of the value that is indicated for Plant, Material and equipment Costs, and Subcontract Costs and 100 percent of the value that is indicated for Monthly Fees, Labour Costs and Disbursements in the NCC's progress report if a labour and material payment bond has not been furnished by the Contractor.
4. The NCC shall pay the amount referred to in paragraph 3) of GC5.6 not later than 30 days after receipt by the NCC of both a progress claim, all monthly report submissions due during the invoicing period as required in GC ANNEX 5 – TERMS OF REFERENCE of the Contract, and a statutory declaration referred to in paragraph 1) of GC5.6. In the event the NCC does not receive the monthly report submissions stated above, the NCC shall withhold \$5,000.00 of the progress claim.
5. In the case of the Contractor's first progress claim, it is a condition precedent to the NCC's obligation under paragraph 3) of GC5.6 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

GC5.7 Substantial Performance of the Construction Work

1. If, at any time before the issuance of a Certificate of Completion, the NCC determines that the Construction Work has reached Substantial Performance as described in subparagraph 1) (a) and (b) of GC1.1.4, "Substantial Performance", the NCC shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe
 - a. the date of Substantial Performance;
 - b. the parts of the Work not completed to the satisfaction of the NCC; and
 - c. all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.12, "Warranty and Rectification of Defects in Work", commences for the said parts and all the said things.
2. The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.10, "Defective Work".
3. Subject to GC5.4, "Amount Payable", and paragraph 4) of GC5.7, the NCC shall pay the Contractor the amount referred to in paragraph 1) of GC5.4, "Amount Payable", less the aggregate of
 - a. the sum of all payments that were made pursuant to GC5.6, "Progress Payment";
 - b. an amount that is equal to the NCC's estimate of the cost to the NCC of rectifying defects described in the Certificate of Substantial Performance; and
 - c. an amount that is equal to the NCC's estimate of the cost to the NCC of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
4. The NCC shall pay the amount referred to in paragraph 3) of GC5.7 not later than
 - a. 30 days after the date of issue of a Certificate of Substantial Performance, or

- b. 15 days after the Contractor has delivered to the NCC
 - i. a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the Work under the Contract, and discharged its lawful obligations referred to in GC1.8, "Laws, Permits and Taxes";
 - ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; and
 - iii. an update of the progress schedule in accordance with the requirements of GC3.1, "Progress Schedule"; whichever is later.
5. If the NCC determines that a portion of the Construction Work has reached Substantial Performance as described in subparagraph 1) (a) and (b) of GC1.1.4, "Substantial Performance", the NCC shall issue a Certificate of Partial Substantial Completion for the sole purpose of paying unpaid amounts related to Labour, Plant, Equipment and Material, Subcontracts and disbursements for that portion of the Work. The payments will be made in accordance with paragraph 3) and 4) of GC5.7 for that portion of the Construction Work. The issuance of a Certificate of Partial Substantial Completion does not constitute or replace the Certificate of Substantial Completion and does not relieve the Contractor from any of its obligations under the Contract, which will remain in full force and effect as though the Certificate of Partial Substantial Completion had never been issued. The Certificate of Partial Substantial Performance shall state or describe:
 - a. the date of Partial Substantial Performance;
 - b. the parts of the Work covered by the Partial Substantial Performance; and
 - c. the parts of the Work not completed to the satisfaction of the NCC.

GC5.8 Final Completion

1. When the NCC is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Construction Work has been completed as described in GC1.1.5, "Completion", Canada shall issue a Certificate of Completion to the Contractor and, if the Construction Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
2. Subject to GC5.4, "Amount Payable", and paragraph 3) of GC5.8, the NCC shall pay the Contractor the amount referred to in GC5.4, "Amount Payable", less the aggregate of the sum of all payments that were made pursuant to GC5.6, "Progress Payment", and GC5.7, "Substantial Performance of Work".
3. The NCC shall pay the amount referred to in paragraph 2) of GC5.8 not later than
 - a. 60days after the date of issue of a Certificate of Completion; or
 - b. 15 days after the Contractor has delivered to Canada
 - i. a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and

- ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; whichever is later.

GC5.9 Payment Not Binding on the NCC

Neither acceptance of a progress claim or progress report, nor any payment made by the NCC under the Contract, nor partial or entire use or occupancy of the Work by the NCC shall constitute an acceptance by the NCC of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

GC5.10 Claims and Obligations

1. The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires the NCC to pay the Contractor.
2. Whenever requested to do so by the NCC, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
3. In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors or Suppliers arising out of the performance of the Contract, the NCC may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of the NCC's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
4. For the purposes of paragraph 3) of GC5.10, and subject to paragraph 6) of GC5.10, a claim or obligation shall be considered lawful when it is so determined by
 - a. a court of legal jurisdiction;
 - b. an arbitrator duly appointed to arbitrate the claim; or
 - c. the written consent of the Contractor authorizing payment of the claim or obligation.
5. If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than the NCC
 - a. such amount as may be paid by the NCC pursuant to paragraphs 3) and 4) of GC5.10 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;
 - b. a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
 - c. for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.10 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
6. The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration

shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed Work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the Site of the Work.

7. Paragraph 3) of GC5.10 shall apply only to claims and obligations
 - a. the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by the NCC in writing before final payment is made to the Contractor pursuant to GC5.8, "Final Completion", and within 120 days of the date on which the claimant
 - i. should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
 - ii. performed the last of the services, Work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
 - b. the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.10, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.10 was received by the NCC.
8. Upon receipt of a notice of claim, the NCC may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
9. The NCC shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of the NCC to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with the NCC, security in a form acceptable to the NCC in an amount equal to the value of the claim, and upon receipt of such security the NCC shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.11 Right of Setoff

1. Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, the NCC may set off any amount payable to the NCC by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
2. For the purposes of paragraph 1) of GC5.11, "*current contract*" means a contract between Canada and the Contractor
 - a. under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
 - b. in respect of which the NCC has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC5.12 Assessments and Damages for Late Completion

1. For the purposes of this clause

- a. the Construction Work shall be deemed to be completed on the date of the Certificate of Completion; and
 - b. the "*period of delay*" means the number of days commencing on the day fixed for completion of the Construction Work and ending on the day immediately preceding the day on which the Construction Work is completed but does not include any day within a period of extension granted pursuant to GC6.6, "Delays and Extension of Time", and any other day on which, in the opinion of the NCC, completion of the Work was delayed for reasons beyond the control of the Contractor.
2. If the Contractor does not complete the Construction Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay the NCC an amount equal to the aggregate of
 - a. all salaries, wages and travelling expenses incurred by the NCC in respect of persons overseeing the performance of the Construction Work during the period of delay;
 - b. the cost incurred by the NCC as a result of the inability to use the completed Construction Work for the period of delay; and
 - c. all other expenses and damages incurred or sustained by the NCC during the period of delay as a result of the Work not being completed by the day fixed for its completion.
 3. The NCC may waive the right of the NCC to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.12 if, in the opinion of the NCC, it is in the public interest to do so.

GC5.13 Delay in Making Payment

1. Notwithstanding GC1.5, "Time of the Essence", any delay by the NCC in making any payment when it is due pursuant to GC5 shall not be a breach of the Contract by the NCC.
2. Subject to paragraph 3) of GC5.13, the NCC shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
3. Interest shall be paid without demand by the Contractor except that
 - a. in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
 - b. interest shall not be payable or paid on overdue advance payments, if any.

GC5.14 Interest on Settled Claims

1. For the purposes of this clause, a claim means a disputed amount subject to negotiation between the NCC and the Contractor under the Contract.
2. A claim is deemed to have been settled when an agreement in writing is signed by the NCC and the Contractor setting out the amount of the claim to be paid by the NCC and the items of Work for which the said amount is to be paid.
3. A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.

4. The NCC shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.15 Return of Security Deposit

1. After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, the NCC shall return to the Contractor all or any part of a Security Deposit that, in the opinion of the NCC, is not required for the purposes of the Contract.
2. After a Certificate of Completion has been issued, the NCC shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.

GC5.16 Invoicing

1. When the progress claim is approved by the NCC, the Contractor shall submit a claim for payment (invoice) in the Contractor's name in a format approved by the NCC Representative. Claims for payment shall be distinct and separate for Work in Quebec and Work in Ontario and for each Task Authorization under the Contract. Where the Work of the Contract is in both Quebec and Ontario, the Contractor shall divide the Cost of the Work by province in a ratio determined by the NCC Representative. Each claim for payment must show:
 - a. the date, the name and address of the NCC sector, Contract number, Task Authorization number, Canada Revenue Agency Business Number, and financial code(s);
 - b. all information required by the NCC Representative;
 - c. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time hourly rates and level of effort, Subcontracts as applicable) in accordance with the GC ANNEX 1 - Basis of Payment, exclusive of Applicable Taxes;
 - d. deduction for holdbacks, if applicable;
 - e. the extension of the totals, if applicable; and
 - f. the calculation of economic price adjustments, if applicable.
2. Each claim for payment shall be supported by:
 - a. copy of time sheets to support the time claimed; and
 - b. copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.
3. Specify Applicable Taxes on all claims for payment as a separate item along with corresponding registration numbers from the tax authorities. Identify all items that are zero-rated, exempt or to which Applicable Taxes do not apply, as such on all claims for payment. Calculate Applicable Taxes on the total amount of the claim for payment before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims as described in GC5.6, "Progress Payments" and GC5.7, "Substantial Performance of the Work".
4. The Contractor shall establish with the Consultant a process and timetable to submit, review each claim for payment. The Consultant shall, in accordance with subparagraph 1) (i) of GC2.2, "Consultant", evaluate the claim for payment and confirm estimates of amounts owing to the Contractor for Work performed. The Contractor shall adjust as required and resubmit the claim for payment to the satisfaction of the Consultant.

5. Prepare and certify one original and two (2) copies of the claim for payment that is reviewed and accepted by the Consultant in the format approved, and distribute as follows:
 - a. The original and one (1) copy to the NCC Representative, for appropriate certification after inspection and acceptance of the Work takes place; and
 - b. One (1) copy to the Account payable.
6. The Contractor shall not submit claims for payment until all Work identified in the claim is completed.
7. By submitting a claim for payment, the Contractor certifies that the claim for payment is consistent with the Work delivered and is in accordance with the Contract.

GC 6 DELAYS AND CHANGES IN THE WORK

GC6.1 Changes in the Work

1. At any time, the NCC may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by the NCC to be consistent with the general intent of the Contract.
2. An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.4, "Notices".
3. Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
4. If anything done or omitted by the Contractor pursuant to an order increases or decreases the Cost of the Work to the Contractor, payment for the Work shall be made in accordance with GC ANNEX 1 – BASIS OF PAYMENT of the Contract.

GC6.2 Changes in Subsurface Conditions

1. If, during the performance of the Construction Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the Construction Documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to the NCC immediately upon becoming aware of the situation.
2. If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give the NCC written notice of intention to claim for that extra expense, loss or damage.
3. If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give the NCC a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
4. A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the NCC to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as the NCC requires.

5. If the NCC determines that a claim referred to in paragraph 3) of GC6.2 is justified, the NCC shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Contract Changes" and GC6.5, "Subcontract Changes".
6. If, in the opinion of the NCC, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the Site of the Work that is contained in the Construction Documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4, "Contract Changes" and GC6.5, "Subcontract Changes".
7. If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
8. The NCC does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the Construction Documents.

GC6.3 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest

1. For the purposes of this clause
 - a. "*human remains*" means the whole or any part of a deceased human being, irrespective of the time of death;
 - b. "*archaeological remains*" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
 - c. "*items of historical or scientific interest*" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
2. If, during the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
 - a. take all reasonable steps, including stopping Work in the affected area, to protect and preserve the object, item or thing;
 - b. immediately notify the NCC of the circumstances in writing; and
 - c. take all reasonable steps to minimize additional Costs that may accrue as a result of any Work stoppage.
3. Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, the NCC shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or Work to be carried out, by the Contractor as a result of the NCC's determination.
4. The NCC may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the

satisfaction of the NCC, allow them access and co-operate with them in the carrying out of their duties and obligations.

5. Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of the NCC.
6. Except as may be otherwise provided for in the Contract the provisions of GC6.4, "Contract Changes", GC6.5, "Subcontract Changes", and GC6.6, "Delays and Extension of Time", shall apply.

GC6.4 Contract Changes

1. The Contractor shall submit a Cost estimate breakdown for each contemplated change. The breakdown shall itemize all costs as described in GC ANNEX 1 – BASIS OF PAYMENT of the Contract.
2. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to the NCC, including those of Subcontractors and Suppliers, are fair and reasonable in view of the terms expressed herein.
3. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the Work.
4. If the contemplated change in the Work necessitates an amendment in the Contract completion date, or has an impact on the Work, the Contractor shall identify and include the resulting Cost in the breakdown.

GC6.5 Subcontract Changes

1. Through issue of a 'site instruction' (SI), additional costs may be incurred by Subcontractors engaged in the Work. On Work performed pursuant to an SI on a lump sum basis by Subcontractors' own employees, Subcontractors may charge fifteen percent (15%) mark-up. On Work performed on a lump sum basis by Sub-Subcontractors, Subcontractors may charge ten percent (10%) mark-up. On work completed on a time and material basis, Subcontractors may charge a ten percent (10%) mark-up. Included within the mark-up allowance is all general supervision, co-ordination, administration, overhead, margin, profit and the risk of undertaking the Work for the Subcontractor. Subtract credits from extras prior to applying the markup. When a Subcontract Change results in a net credit, the markup shall not apply.
2. The value and method of valuation of the Cost will be as agreed by the parties and, failing agreement, will be as follows:
 - a. The value of a Subcontract Change will be the net incremental additional Cost (or saving) of implementing the Subcontract Change, calculated as the aggregate Cost, if any, of any additions to the Subcontractor's obligations required to implement the Subcontract Change minus the aggregate Cost savings, if any, from all reductions resulting from the implementation of the Subcontract Change.
 - b. The Costs of a Subcontract Change will be the Direct Costs as defined in GC ANNEX 2 – CONTRACT COST PRINCIPLES of the Contract that are reasonably incurred to implement the Subcontract Change, supported by invoices, purchase orders, time sheets and other customary industry documentation, as follows:
 - i. Construction Labour: the Direct Costs incurred by the entity that engages the construction labour, based on the number of labour and direct labour-supervision hours required to

undertake the Subcontract Change. Labour rates shall be established in accordance with GC ANNEX 1 – BASIS OF PAYMENT of the Contract.

- ii. Materials and Equipment: the Direct Costs incurred by the entity that procures the Materials, consumables and equipment, for the supply and delivery of such Materials, consumables and equipment, including the Cost of any associated testing, commissioning, spare parts, manuals and software, and including any related design and engineering;
- iii. Miscellaneous: all other additional Direct Costs pertaining to the Subcontract Change, including wastage, disposal, insurance, financing and Permits calculated at the direct cost to the entity that directly incurs such costs; and
- iv. Bonding: The cost of bonding will be reimbursed as a bottom-line addition to change pricing and will not be subject to mark-ups or profit.

GC6.6 Delays and Extension of Time

1. The Contractor shall advise the NCC, along with its monthly reports, of various risks, decisions, information and other matters affecting the schedule of a project or the Contract. The Contractor shall notify the NCC of any risk, decision, information or other matters which may affect the time for completion of the Work. The NCC and the Contractor shall meet in order to mitigate the impact of any delays, whether the delays are actual or anticipated. The Contractor shall implement such mitigation as agreed to by the NCC.
2. Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, the NCC may extend the time for completion of the Work by fixing a new date if the NCC determines that causes beyond the control of the Contractor have delayed its completion.
3. The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
4. Subject to paragraph 5) of GC6.6, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by the NCC to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
5. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of the NCC in providing any information or in doing any act that the Contract either expressly requires the NCC to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give the NCC written notice of intention to claim for that extra expense or loss or damage within 10 Working Days of the date the neglect or delay first occurred.
6. When the Contractor has given a notice referred to in paragraph 5) of GC6.6, the Contractor shall give the NCC a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
7. A written claim referred to in paragraph 6) of GC6.6 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the NCC to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the NCC may require.

8. If the NCC determines that a claim referred to in paragraph 6) of GC6.5 is justified, the NCC shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Contract Changes" and GC6.5, "Subcontract Changes".
9. If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 6) of GC6.6 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

GC 7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

GC7.1 Taking the Work out of the Contractor's Hands

1. By giving notice in writing to the Contractor in accordance with GC2.4, "Notices", the NCC, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as the NCC sees fit to have the Work completed if the Contractor
 - a. fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of the NCC within six days of the NCC giving notice to the Contractor in writing in accordance with GC2.4, "Notices";
 - b. defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - c. becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the [*Bankruptcy and Insolvency Act*](#);
 - d. abandons the Work;
 - e. makes an assignment of the Contract without the consent required by GC1.16, "Assignment", or
 - f. otherwise fails to observe or perform any of the provisions of the Contract.
2. If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay the NCC, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by the NCC in respect of the Contractor's failure to complete the Work.
3. If the whole or any part of the Work that is taken out of the Contractor's hands is completed by the NCC, the NCC may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by the NCC that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating the NCC for any other loss or damage incurred or sustained by reason of the Contractor's default.
4. The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
5. If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its Suppliers or Subcontractors at any tier, in all real property, licences,

powers and privileges acquired, used or provided by the Contractor, or its Suppliers or Subcontractors at any tier, under the Contract shall continue to be the property of the NCC without compensation.

6. When the NCC certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of the NCC to retain that Plant, Material, or interest, it shall revert to the Contractor.
7. If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the [*Bankruptcy and Insolvency Act*](#), the Contractor shall immediately forward a copy of the proposal or the notice of intention to the NCC.

GC7.2 Suspension of Work

1. When, in the NCC's opinion, it is in the public interest to do so, the NCC may require the Contractor to suspend performance of the Work for either a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.4, "Notices".
2. When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that the NCC determines are necessary for the care and preservation of the Work, Plant and Material.
3. During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its Site without the consent of the NCC.
4. If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra Costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC ANNEX 1 – BASIS OF PAYMENT of the Contract.
5. If a period of suspension is more than 60 days, the NCC and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by the NCC and the Contractor. If the NCC and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".

GC7.3 Termination of Contract for Convenience

1. If a notice of termination in writing to the Contractor in accordance with GC2.4, "Notices", the Contractor will have 30 days or as directed by the NCC Representative, from the date of receipt of the said notice to submit a schedule and Work plan that complies with the instructions on the said notice, for approval of associated Costs for payment in accordance with GC5, "Terms of Payment". The Contractor shall demonstrate to the NCC that it made best efforts to redeploy its salaried staff locally (i.e. National Capital Region) rather than relocating or terminating the same.
2. Pursuant to paragraph 1) of GC7.3, the Contractor may claim the following costs, subject to GC ANNEX 2 – CONTRACT COST PRINCIPLES of the Contract, and validation by the NCC, to the extent that they have not already been paid or reimbursed by the NCC:
 - a. on the basis of the issued Task Authorizations and GC ANNEX 1 - BASIS OF PAYMENT of the Contract, and subject to subparagraph 3)(d) of GC1.1.8, "Task Authorization", for all completed

Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice, and as directed by the NCC Representative;

- b. on the basis of authorized Task Authorizations and GC ANNEX 1 - BASIS OF PAYMENT of the Contract, for the profit percentages for the Work terminated;
 - c. on the basis of authorized Task Authorizations and GC ANNEX 1 - BASIS OF PAYMENT of the Contract, for those reasonable Costs incurred by the Contractor to terminate Subcontracts, which are substantiated by Subcontractors and Suppliers provided that:
 - i. the Costs are incurred relating to the performance of the Work for:
 1. Costs of Materials or goods orders or Subcontracts entered into that cannot be cancelled without such Costs being incurred;
 2. expenditures reasonably incurred in anticipation of the performance of the Work in the future; and
 3. demobilization Costs for any relocation of equipment used in connection with the Work;
 - ii. the Costs are incurred under arrangements and/or agreements entered into in the ordinary course of business and on reasonable commercial terms;
 - iii. the Contractor has made reasonable efforts to mitigate the Costs; and
 - iv. the Costs do not include loss of profit or loss of opportunity.
 - d. the Cost of the non-productive time of the Contractor's salaried staff who are not terminated, up to a maximum of 150 hours for each salaried staff at the hourly rates effective at the date of termination and specified in GC ANNEX 1 - BASIS OF PAYMENT of the Contract; and
 - e. the Cost of relocating the Contractor's salaried staff outside of the National Capital Region, up to a maximum of \$150,000.00 total for all salaried staff, that are relocated to another operation of the Contractor or, in the case of a Joint Venture partnership, one of the Contractor's Joint Venture partners, calculated in accordance with the National Joint Council Relocation Directive, <https://www.njc-cnm.gc.ca/directive/nrd-drc/index-eng.php>.
3. The NCC may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
 4. The total of the amounts, to which the Contractor is entitled to be paid under GC7.3, together with any amounts paid, due or becoming due to the Contractor shall not exceed the total amount of the issued Task Authorizations. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the NCC under GC7.3 except to the extent that GC7.3 expressly provides. The Contractor agrees to repay immediately to the NCC the portion of any advance payment that is unliquidated at the date of the termination notice.
 5. If the Contractor receives a termination notice, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the said notice.
 6. In no event shall the total amount payable by the NCC to the Contractor exceed the amount, calculated in accordance with GC5, "Terms of Payment", that would have been payable to the Contractor had the Contractor completed the Work.
 7. Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

GC7.4 Security Deposit - Forfeiture or Return

1. If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, the NCC may convert a security deposit to the NCC's own use.
2. If the NCC converts a security deposit, the amount realized shall be deemed to be an amount due from the NCC to the Contractor under the Contract.
3. Any balance of the amount realized that remains after payment of all losses, damage and claims of the NCC and others shall be paid by the NCC to the Contractor if, in the opinion of the NCC, it is not required for the purposes of the Contract.

GC 8 DISPUTE RESOLUTION

GC8.1 Interpretation

1. "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to the NCC in accordance with paragraph 2) of GC8.3, "Notice of Dispute", and includes any claim by the Contractor arising from such disagreement and any counterclaim by the NCC, but does not include any claim by either Party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.
2. The alternative dispute resolution procedures set out in GC8, do not apply to any claim by the NCC against the Contractor except any counterclaim in a dispute as defined in paragraph 1) of GC8.1, including, but not limited to, any claim of setoff regarding any amount due to the NCC under GC5.12, "Assessment and Damages for Late Completion".
3. Notwithstanding the provisions of paragraph 1) and paragraph 2) of GC8.1, the Contractor shall, with respect to any disagreement regarding any issue identified by a Subcontractor or Supplier of this Contract, and to the best of the Contractor's abilities
 - a. promptly assemble and analyze in detail all information relating to the said disagreement in the Contractor's possession and all information brought forth by a Subcontractor or Supplier;
 - b. make recommendations within 10 Working Days to the NCC Representative, supported by the Contractor's written analysis, for the timely resolution of the said disagreement within the terms of the Contract; and
 - c. retain third party experts, as and when authorized by the NCC Representative, to comprehensively analyze and report on all Contractor, Subcontractor or Supplier information pertaining to the said disagreement, or other Contract related documentation deemed necessary by the third-party expert, to support and document recommendation(s) to the NCC Representative for the prudent resolution of the said disagreement within the terms of the Contract.
4. As a last resort and only if the requirements stipulated in subparagraphs 3)(a), 3)(b), and 3)(c) of GC8.1 have not successfully resolved the Subcontractors or Suppliers said disagreement, will the Contractor or any of the Contractor's Subcontractors or Suppliers, at any tier of the Contract, be eligible to pursue the provisions described in: GC8.2, "Consultation and Co-operation"; GC8.3, "Notice of Dispute"; GC8.4, "Negotiation"; GC8.5, "Mediation"; GC8.6, "Confidentiality"; GC8.7, "Settlement"; and GC8.8, Rules for Mediation of Disputes".

GC8.2 Consultation and Co-operation

1. The Parties agree to maintain open and honest communication throughout the performance of the Contract.
2. The Parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

GC8.3 Notice of Dispute

1. Any difference between the Parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against the NCC, and which is not settled by consultation and co-operation as envisaged in GC8.2, "Consultation and Co-operation", shall be resolved in the first instance by the NCC, whose written decision or direction shall be final and binding subject only to the provisions of GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by the NCC under any provision of the General Conditions.
2. The Contractor shall be deemed to have accepted the decision or direction of the NCC referred to in paragraph 1) of GC8.3 and to have expressly waived and released the NCC from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 Working Days after receipt of the decision or direction, the Contractor submits to the NCC a written notice of dispute requesting formal negotiation under GC8.4, "Negotiation". Such notice shall refer specifically to GC8.4, "Negotiation", and shall specify the issues in contention and the relevant provisions of the Contract.
3. The giving of a written notice in accordance with paragraph 2) of GC8.3 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.
4. If a dispute is not resolved promptly, the NCC shall give such instructions as, in the NCC's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless the NCC terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor shall continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of the NCC. Such performance shall not prejudice any claim that the Contractor may have.
5. Nothing in GC8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including but not limited to, any notice required under GC6.2, "Changes in Subsurface Conditions".

GC8.4 Negotiation

1. Within 10 Working Days after receipt by the NCC of a notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such other period as may be mutually agreed to, the Parties shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and the NCC who play a direct supervisory role in the performance, administration or management of the Contract.
2. If the representatives referred to in paragraph 1) of GC8.4 are unable to resolve some or all of the issues which are the subject of the negotiations within 10 Working Days, the Parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or

principals of the Contractor and a senior level manager or senior level managers representing the NCC.

3. If negotiations fail to resolve the dispute within 30 Working Days from the date of delivery of the notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such longer period as may have been agreed to by the Parties, the Contractor may, by giving written notice to the NCC, in accordance with GC2.4, "Notices", within 10 Working Days from the end of such period, request that mediation be undertaken to assist the Parties to reach agreement on the outstanding issues.
4. If the Contractor does not request mediation within the period permitted by paragraph 3) of GC8.4, the Contractor shall be deemed to have accepted the decision or direction of the NCC under paragraph 1) of GC8.3, "Notice of Dispute", and to have expressly waived and released the NCC from any claim in respect of the particular matter dealt with in that decision or direction.

GC8.5 Mediation

1. If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4, "Negotiation", mediation shall be conducted in accordance with GC8.8, "Rules for Mediation of Disputes".
2. If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator shall be appointed in accordance with GC8.8, "Rules for Mediation of Disputes", forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4, "Negotiation", requesting mediation.
3. If the dispute has not been resolved within
 - a. 10 Working Days following the appointment of a Project Mediator in accordance with paragraph 2) of GC8.5, if a Project Mediator was not previously appointed;
 - b. 10 Working Days following receipt by the NCC of a written notice in accordance with paragraph 3) of GC8.4, "Negotiation", if a Project Mediator was previously appointed; or
 - c. such other longer period as may have been agreed to by the Parties;

the Project Mediator shall terminate the mediation by giving written notice to the Parties stating the effective date of termination.

GC8.6 Confidentiality

All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

GC8.7 Settlement

Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the Parties or their authorized representatives.

GC8.8 Rules for Mediation of Disputes

GC8.8.1 Interpretation

In these Rules

"Coordinator" means the person designated by the NCC to act as the Dispute Resolution Coordinator.

GC8.8.2 Application

By mutual agreement, the Parties may change or make additions to the Rules.

GC8.8.3 Communication

Written communications pursuant to these Rules shall be given in accordance with GC2.4, "Notices".

GC8.8.4 Appointment of Project Mediator

1. The Parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the Parties.
2. If the Parties do not appoint a Project Mediator pursuant to paragraph 1) of GC8.8.4, the Parties shall appoint a Project Mediator within 17 Working Days following receipt of a written notice from the Contractor, in accordance with GC2.4, "Notices", requesting that mediated negotiations be undertaken in accordance with these Rules to assist the Parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in paragraph 1) of GC8.8.4.
3. When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4, "Negotiation", if the Parties have previously entered into a contract with a Project Mediator, the parties shall within 2 Working Days send to both the Project Mediator and the Coordinator
 - a. a copy of the notice requesting negotiation under paragraph 2) of GC8.3, "Notice of Dispute";
 - b. a copy of the NCC's written position in relation to the notice, the issues in contention and the relevant provisions of the Contract; and
 - c. a copy of the Contractor's written request for mediation required under paragraph 3) of GC8.4, "Negotiation".
4. If the Parties have not agreed on a Project Mediator, the Parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs 3)(a), 3)(b) and 3)(c) of GC8.8.4 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
5. Within 5 Working Days following receipt of the request and materials referred to in paragraph 4) of GC8.8.4, the Coordinator shall provide the Parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each Party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the Parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.

6. Within 10 Working Days of receipt of the list referred to in paragraph 5) of GC8.8.4 each Party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
7. Within 2 Working Days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the Contract.
8. In the event of a tie, the Coordinator shall consult both Parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both Parties. If the Parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the Parties with a second list of mediators and the procedure shall be repeated.
9. If the Parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the Parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
10. The Parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the Parties.
11. Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

GC8.8.5 Confidentiality

1. Subject to paragraph 2) of GC8.8.5, and unless otherwise agreed in writing by the Parties, the Project Mediator, the Parties and their counsel or representatives shall keep confidential all matters, and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
2. Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
3. Neither Party shall make transcripts, minutes or other records of a mediation conference.
4. The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the Parties or where they are opposed in interest without the express written permission of the Parties.
5. All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law.
6. Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract

GC8.8.6 Time and Place of Mediation

The Project Mediator, in consultation with the Parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the Parties, only 10 Working Days are available within which to attempt to settle the dispute.

GC8.8.7 Representation

1. Representatives of the Parties may be accompanied at the mediation conference by legal counsel or any other person.
2. If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a Party during the mediation conference but may recommend that a Party obtain independent legal advice before finalizing a settlement agreement.

GC8.8.8 Procedure

1. The Parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than 2 Working Days prior to the date set for a mediation conference.
2. The Project Mediator shall be free to meet with the Parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either Party may request such an individual meeting at any time.
3. The Parties may agree to extend the 10 Working Days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

GC8.8.9 Settlement Agreement

1. The Parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
 - a. the issues resolved;
 - b. any obligations assumed by each Party including criteria to determine if and when these obligations have been met; and
 - c. the consequences of failure to comply with the agreement reached.
2. The Parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

GC8.8.10 Termination of Mediation

1. Either Party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each Party a written notice terminating the mediation and establishing the effective date of termination.
2. If, in the opinion of the Project Mediator, either Party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the Parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
3. If a dispute has not been resolved within 10 Working Days or such other longer period as may have been agreed to by the Parties, the Project Mediator shall terminate the mediation by giving written notice to the Parties stating the effective date of termination.

GC8.8.11 Costs

The Parties agree that they will each be responsible for the Costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative Costs of mediation, such as the Cost of the meeting room(s), if any, shall be borne equally by the Parties.

GC8.8.12 Subsequent Proceedings

1. The Parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether such proceeding relates to the subject matter of mediation,
 - a. any documents of other Parties that are not otherwise producible in those proceedings;
 - b. any views expressed or suggestions made by any party in respect of a possible settlement of issues;
 - c. any admission made by any party in the course of mediation unless otherwise stipulated by the admitting Party; and
 - d. the fact that any Party has indicated a willingness to make or accept a proposal or recommendation for settlement.
2. The Project Mediator shall neither represent nor testify on behalf of either of the Parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
3. The Project Mediator shall not be subpoenaed to give evidence relating to
 - a. the Project Mediator's role in mediation; or
 - b. the matters or issues in mediation;in any subsequent investigation, action or proceeding and the Parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

GC 9 CONTRACT SECURITY

GC9.1 Obligation to Provide Contract Security

1. A Contract Security is required for all Task Authorizations in excess of \$100,000 excluding taxes to be done during the Contract.

2. The Contractor shall, within 15 days after the date that the Contractor receives the Task Authorization for a Construction Work, obtain and deliver Contract Security to the Contracting Authority and as prescribed in GC9.2, "Types and Amounts of Contract Security". The Contractor shall include the project-specific Contract Security Costs as part of the overall project Cost estimates and project invoicing.
3. The Contractor shall be in default if, for any reason, the Contracting Authority does not receive the Contract Security as prescribed in subparagraph 1) of GC 9.1.
4. If the whole or a part of the Contract Security is provided in the form of a security deposit, it shall be held and disposed of in accordance with GC5.15, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
5. The Contractor shall post a copy of the labour and material payment bond at the Site of the Work.
6. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

GC9.2 Types and Amounts of Contract Security

1. The Contractor shall deliver to the Contracting Authority a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Task Authorization (excluding applicable tax(es)).
2. A performance bond and a labour and material payment bond referred to in subparagraph 1) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, [Acceptable Bonding Companies](#)) that is approved by the Government of Canada.
3. Bonds referred to in subparagraph 2) of GC9.2 shall be
 - a. made payable to bearer; or
 - b. accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal, or as to principal and interest, in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.

GC 10 INSURANCE

GC10.1 Insurance Contracts

1. The Contractor shall obtain and maintain insurance contracts in respect of the Work in accordance with subparagraphs 1)(a) and (b) of GC10.1.
 - a. commercial general liability insurance coverage for the duration of the Contract shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have a limit of liability of not less than \$10,000,000 and deductible of \$25,000 per occurrence, and an aggregate limit of not less than \$10,000,000 within any policy year. With respect to liability arising out of the performance of the Work of the Contract, the policy shall insure the Contractor and shall include the National Capital Commission as an Additional Insured.
 - b. project-specific insurance coverage (i.e. Builders Risk, Pollution, etc.) shall be determined on a case-by-case basis prior to the start of each unique project under this Contract. The types of insurance coverage, including increased commercial general liability coverage, inception and

expiry dates, deductibles, and limits of liability, shall be determined by the NCC and shall reflect the project-specific risk(s). The Contractor shall include the project-specific insurance Costs as part of the overall project Cost estimates and project invoicing.

- c. The Contractor shall modify the sample Certificate of Insurance found in GC ANNEX 4 – INSURANCE REQUIREMENTS to list the insurance contracts applicable to the Contract and its projects.
2. The insurance contracts referred to in subparagraphs 1)(a) and (b) of GC10.1 shall
 - a. provide for the payment of claims under such insurance contracts in accordance with GC10.2, "Insurance Proceeds";
 - b. provide to the Contracting Authority within 15 days after the date of award of the Contract and within 15 days after the date of a project-specific Task Authorization, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy(ies) complying with the requirements is(are) in force. The Contractor shall, if requested by the Contracting Authority, forward to the NCC a certified true copy of all applicable insurance policies. The entry into effect of each policy and duration will be as instructed by the NCC; and
 - c. provide for a minimum of thirty (30) days written notice to the NCC of any cancellation, material change, or reduction in coverage.

GC10.2 Insurance Proceeds

1. In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid directly to the NCC, and
 - a. the monies so paid shall be held by the NCC for the purposes of the Contract; or
 - b. if the NCC elects, shall be retained by the NCC, in which event they vest in the NCC absolutely.
2. In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid by the insurer directly to the claimant.
3. If an election is made pursuant to paragraph 1) of GC10.2, the NCC may cause an audit to be made of the accounts of the Contractor and of the NCC in respect of the part of the Work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
 - a. the aggregate of the amount of the loss or damage suffered or sustained by the NCC, including any Costs incurred in respect of the clearing and cleaning of the Work and its Site and any other amount that is payable by the Contractor to the NCC under the Contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
 - b. the aggregate of the amounts payable by the NCC to the Contractor pursuant to the Contract up to the date of the loss or damage.
4. A difference that is established pursuant to paragraph 3) of GC10.2 shall be paid forthwith by the Party who is determined by the audit to be the debtor to the Party who is determined by the audit to be the creditor.
5. When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of the NCC and the Contractor under the Contract shall, with respect only to the part of

the Work that was the subject of the audit referred to in paragraph 3) of GC10.2, be deemed to have been expended and discharged.

6. If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the Contractor shall, subject to paragraph 7) of GC10.2, clear and clean the Work and its Site and restore and replace the part of the Work that was lost, damaged or destroyed at the Contractor's expense as if that part of the Work had not yet been performed.
7. When the Contractor clears and cleans the Work and its Site and restores and replaces the Work referred to in paragraph 6) of GC10.2, the NCC shall pay the Contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
8. Subject to paragraph 7) of GC10.2, payment by the NCC pursuant to paragraph 7) of GC10.2 shall be made in accordance with the Contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.6, "Progress Payment".

GC ANNEX 1 - BASIS OF PAYMENT

Prior to any procurement or expenditure, the Contractor shall obtain approval from the NCC Representative by means of a Task Authorization.

1 Labour Costs

- 1.1 The Contractor shall not use its own forces or the forces of a non-arms-length entity to provide trade work except for Division 1 Work, Work preauthorized or requested by the NCC, and unless the Contractor has been specifically authorized to do so by the NCC;
- 1.2 The Contractor will be reimbursed for the labour expended by its own forces for any physical construction Work related to Division 1, other preauthorized or requested Work, and for warranty/maintenance Work, all of which received prior approval from the NCC. Labour Costs that have been authorized by the NCC Representative will be paid monthly in arrears in accordance with the all-inclusive hourly rates provided by the Contractor, in accordance with subparagraphs 1.6) and 1.10) of GC ANNEX 1;
- 1.3 Notwithstanding the above, the NCC may require that the Contractor competitively procure any or all the Work outside of Division 1 Work that may be completed by the Contractor's own labour force and equipment;
 - a) Contractor can apply a 5% overhead and profit mark up on Plant, Material and Equipment (PME) completed under Own Forces.
- 1.4 Should the NCC determine that, based on scope or schedule changes, additional personnel are required, the NCC will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof. For additional personnel requested by the NCC, the Contractor will be reimbursed in accordance with the hourly rates of substantiated by the Contractor, in accordance with subparagraph 1.8) of GC ANNEX 1, and as approved by the NCC Representative and the Contracting Authority. Such Costs will be payable monthly in arrears;
- 1.5 The all-inclusive hourly rates for the Contractor's personnel shall include:
 - a) the base rate of pay, wages or salaries;
 - b) vacation pay;
 - c) benefits which includes:
 - i. welfare and/or social assistance contributions;
 - ii. pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits and costs, if any, that can be substantiated by the Contractor;
 - d) Statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Québec Pension Plan contributions;

- iii. Workplace Safety and Insurance Board, Worker's Compensation Board or the Commission de la santé et de la sécurité du travail premium;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. Health tax or insurance premiums;
- e) Incentive remuneration/Profit sharing;
 - f) Sick pay;
 - g) Computers and computer software (as well as peripheral devices but excluding printing devices);
 - h) Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
 - i) Stationery/miscellaneous offices supplies (excluding printing/reproduction costs);
 - j) E-mail addresses/servers;
 - k) Short-term disability / parental or maternity leave;
 - l) Training costs;
 - m) Professional associations;
 - n) Travel/lodging;
 - o) Site parking or arrangements in lieu thereof; and
 - p) Local and head office overheads;
- 1.6 The hourly rates shall be divided in two main categories of salaried staff and trade personnel, each subject to a Labour profit percentage as specified in subparagraph 1.14) of GC ANNEX 1. The profit percentage is applied after the hourly rate escalation adjustment specified in paragraph 6), "Escalation", of GC ANNEX 1;
- 1.7 The hourly rates for trade personnel are subject to adjustments for Work outside of regular hours as per the terms of the relevant union agreement. The hourly rates for salaried staff are subject to adjustments for Work outside of regular hours as authorized by the NCC. This pertains specifically to instances where, at a minimum, an entire shift is done outside of regular hours. No rate adjustment will be made where less than a full workday is done outside regular hours. The Contractor shall not perform any Work outside regular hours under the Contract unless authorized in advance and in writing by the NCC. Any request for payment must be accompanied by a copy of the authorization and a report containing the details of the Work performed pursuant to the written authorization;
- 1.8 For additional labour categories required during the execution of the Contract, the Contractor shall provide a proposal for the additional hourly rate, which shall include:
- a) a full justification with documented evidence substantiating all applicable elements listed under paragraph 1.5) of GC ANNEX 1;
 - b) a full justification with documented evidence substantiating any other element of Cost used to calculate the proposed hourly rate;
 - c) a detailed calculation of the apportionment of the above elements to the hourly rate being proposed; and

- d) the Contractor's certification that the hourly rate was computed in accordance with GC ANNEX 2 – CONTRACT COST PRINCIPLES of the Contract;
- 1.9 Rates for trade personnel will be escalated annually as per trade union, statutory and regulatory increases as demonstrated by the Contractor to the NCC Representative. Non-union labour rates shall be established in accordance with GC ANNEX 2 – CONTRACT COST PRINCIPLES of the Contract, or as agreed to by the NCC Representative;
- 1.10 Hourly rates of Labour Costs shall be based on Work done in the National Capital Region during regular hours of work;
- 1.11 The Contractor and the Contractor's Subcontractors or Suppliers, at all tiers, shall record the actual time spent, whether during regular hours of work or outside of regular hours of work, in accordance with paragraph 2) of GC2.9, "Accounts and Audits";
- 1.12 The Contractor will recommend and provide salaried staff to support the Work of the Contract, as approved by the NCCR, in accordance with the requirements of paragraph 6.2.3.7), "Human Resource Management", of GC ANNEX 5 – TERMS OF REFERENCE of the Contract, and provide supporting information and resumes to the NCCR to substantiate experience level and classification of the resource;
- 1.13 Labour Costs for the Contractor's salaried staff, including Key Individuals and Key Personnel, shall be subject to a salaried staff mark-up of 25% for the Work outside of regular hours; and
- 1.14 Labour Costs for the Contractor's salaried staff and hourly trade personnel shall be subject to a Labour Costs profit percentage of 10.0%, which cannot be doubled-up with the profit percentage forming part of the Contractor's total monthly fee.

2 Plant, Material and Equipment Costs (PME)

- 2.1 The following Costs must be based on the actual amount paid to the Suppliers by the Contractor exclusive of Applicable Taxes and of profit percentage for the Contractor and said Costs are to include all applicable discounts:
 - a) the Cost less salvage value of all Material purchased by the Contractor and used, but not consumed or incorporated in the Work, which remain the property of the Contractor;
 - b) the Cost of all rentals by the Contractor, exclusive of tools as provided by the worker under union agreements, directly attributable to physical construction Work related to Division 1, which received prior approval from the NCC;
 - c) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by the NCC;
 - d) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of the NCC, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - e) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - f) Information Technology (IT) Costs and computers/software required for the Work, excluding personal or company provided cell phones;

- g) printing/reproduction Costs;
- h) extra expenses incurred when other contractors or workers are sent on to the Site of the Work by the NCC;
- i) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract;
- j) equipment insurance;
- k) Site office expenses preauthorized by the NCC, including:
 - i. furniture;
 - ii. equipment such as paper shredder;
 - iii. garbage bins, recycle bins;
 - iv. cleaning;
 - v. maintenance;
 - vi. phone system;
 - vii. photocopy expenses (rental, services, consumables and paper); and
 - viii. computer network costs including servers, cabling, firewalls and other back end network equipment in order to support project office(s);
- l) electronic plans rooms and interfaces;
- m) specialized computer software;
- n) Site office; courier and trucking;
- o) professional photos of the Site;
- p) drones, cameras for use on-Site;
- q) Site radios;
- r) safety equipment for the Site;
- s) personal protective equipment for visitors to Site;
- t) Site vehicles;
- u) temporary heating for the Site;
- v) Site expenses for protection against inclement weather including but not limited to: snow shovels, snow removal services, and tarps;
- w) Site security services and fire watch;
- x) Site warranty/maintenance;
- y) Site security provisions including but not limited to turnstiles and passes;
- z) real property leases, as required and preauthorized by the NCC; and
- aa) other Costs attributable to the execution of the Work and justified by the Contractor and approved by the NCC;

2.2 The Plant, Material and Equipment Costs shall be subject to a PME profit percentage of 2.0%.

3 Subcontract Costs

3.1 Subcontract Costs includes the actual, reasonable and direct Costs incurred in the performance of the Work for:

- a) Trade work and design-assist packages;
- b) Independent inspection and testing services;
- c) Material, products, supplies, and the transportation thereof, acquired by a Subcontractor and consumed or incorporated in the Work;
- d) With the exception of firm price arrangements, the Cost less salvage value of Material, products, supplies, and the transportation thereof, acquired by a Subcontractor and used, but not consumed or incorporated in the Work, which remain the property of the Subcontractor;
- e) Machinery, equipment and tools exclusive of tools, as provided by the worker under union agreements, acquired by a Subcontractor and used in the performance of the Work, including the transportation, maintenance, installation, minor repairs, replacements, dismantling and removal Costs thereof;
- f) Temporary services and facilities;
- g) Site washrooms;
- h) Utility Costs, as applicable;
- i) The Cost of safety measures and requirements;
- j) Site photos;
- k) Removal and disposal of waste products and debris;
- l) Site security and fire watch services;
- m) Commissioning agent, if not covered under Labour Costs; and
- n) Performance security for Subcontracts;

3.2 The Subcontract Costs shall be subject to a Subcontract profit percentage of 2.0%.

3.3 In the event that a Subcontract contains a component in foreign currency, that component shall be invoiced in Canadian currency at the noon exchange rate for the Canadian dollar against the foreign currency as published by a Canadian chartered bank on the day of payment by the Contractor.

4 Disbursements

4.1 In addition to the Labour Costs, Plant, Material and Equipment Costs, and Subcontract Costs, the NCC will reimburse at actual Cost the Disbursements in subparagraphs 4.1) (a) to (h) of GC ANNEX 1. The following Disbursements must be supported by invoices or receipts and may be submitted for payment by the NCC separately from monthly progress claims, as authorized by the NCCR:

- a) Premiums for insurance policies and bonding required for the Contract;

- b) Deductibles on insurance policies required as determined in paragraph 1) of GC 10.1, "Insurance Contracts";
- c) Fees, levies, costs and charges levied by authorities having jurisdiction at the Site;
- d) Travel, if requested to do so in writing by the NCC. Disbursement for Contract-related travel and accommodation shall be reimbursed in accordance with meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees";
- e) Long term file storage if and as requested by the NCC Representative;
- f) Subject matter experts if and as requested by the NCC Representative;
- g) Legal Costs incurred by the Contractor in relation to the performance of a Subcontract, provided that the legal Costs are not caused by the Contractor's negligent acts, or omissions, or failure to perform of services prescribed in paragraph 6.2.3.5.3.1), "Detailed Activities" of GC ANNEX 5 – TERMS OF REFERENCE of the Contract;
- h) Auditing Cost incurred by the Contractor in relation to the Contract, provided that the auditing Costs are not caused by negligent acts or omissions of the Contractor in the execution and management of the Contract; and
- i) Royalties, patent license fees and damages for infringement of patents and Costs of defending suits therefor, subject to the Contractor's obligations to indemnify the NCC as provided in paragraph 1) of GC1.6, "Indemnification by the Contractor".

4.2 Disbursements shall be subject to a Disbursement profit percentage of 1.75%.

5 Monthly Fee

The Contractor's total monthly fee will be paid monthly in arrears for the duration of the Contract for the personnel identified in the Contractor's Price Proposal submitted in response to the RFP solicitation for the Contract and in accordance with subparagraph 6.2) of GC ANNEX 1.

6 Escalation

- 6.1 The hourly rates for the Contractor's salaried staff will be escalated at the rate of 2.0%, compounded annually, starting on the anniversary date of the Contract award.
- 6.2 If the Contracting Authority extends the Contract, as provided in GC1.1.9.2, "Option to Extend the Contract", the hourly rates for Contractor's salaried staff, Key Individuals and Key Personnel will be escalated at the rate of 2.0%, compounded annually, starting on the anniversary date of the Contract award.

7 Reasonable Care and Diligence

Any Costs incurred due to a failure by the Contractor to exercise reasonable care and diligence in the attention to the Work shall be borne by the Contractor.

END OF GC ANNEX 1 – BASIS OF PAYMENT

GC ANNEX 2 - CONTRACT COST PRINCIPLES

1 General Principle

The total cost of the Contract must be the sum of the applicable direct and indirect costs, which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contractor, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by NCC and applied consistently over time.

2 Definition of a Reasonable Cost

- 2.1 A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business; and
- 2.2 In determining the reasonableness of a particular cost, consideration will be given to:
 - a. whether the cost is of a type generally recognized as normal and necessary for the conduct of a Contractor's business or performance of the Contract;
 - b. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
 - c. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
 - d. significant deviations from the established practices of the Contractor, which may unjustifiably increase the contract costs; and
 - e. the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

3 Direct Costs

- 3.1 There are three categories of direct costs:
 - a. "Direct Material Costs" meaning the cost of materials which can be specifically identified and measured as having been used or to be used in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by the NCC.
 - i. These materials may include, in addition to materials purchased solely for the performance of the Contract and processed by the Contractor's, or obtained from Subcontractor's, any other materials issued from the Contractor's general stocks.
 - ii. Materials purchased solely for the performance of the Contract or Subcontracts must be charged to the Contract at the net laid-down cost to the Contractor before cash discounts for prompt payment.
 - iii. Materials issued from the Contractor's general stocks must be charged to the Contract in accordance with the method as used consistently by the Contractor in pricing material inventories.
 - b. "Direct Labour Costs" meaning the costs of the portion of gross wages or salaries incurred for the Work, which can be specifically identified and measured as having been incurred or to be incurred

in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by the NCC.

- c. "Other Direct Costs" meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost practices as accepted by the NCC.

4 Indirect Costs

- 4.1 "Indirect Costs (overhead)" meaning those costs which, though necessarily having been incurred during the performance of the Contract for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to the performance of the Contract.
- 4.2. These Indirect Costs may include, but are not necessarily restricted to, such items as:
 - a. indirect materials and supplies (*);
 - b. indirect labour;
 - c. fringe benefits (the Contractor's contribution only);
 - d. public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
 - e. fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;
 - f. general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
 - g. selling and marketing expenses associated with the goods, services or both being acquired under the Contract; and
 - h. general research or development expenses as considered applicable by the NCC.

(*) For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be considered to be indirect costs for the purposes of the Contract.

5 Allocation of Indirect Costs

- 5.1. Indirect Costs must be accumulated in appropriate indirect cost pools, reflecting a Contractor's organizational or operational lines and these pools subsequently allocated to Subcontracts in accordance with the following two principles:
 - a. the costs included in a particular indirect cost pool should have a similarity of relationship with each Subcontract to which that indirect cost pool is subsequently distributed; further, the costs included in an indirect cost pool should be similar enough in their relationship to each other that the allocation of the total costs in the pool provides a result which would be similar to that achieved if each cost within that pool were separately distributed; and
 - b. the allocation basis for each indirect cost pool should reflect, as far as possible, the causal relationship of the pooled costs to the Subcontracts to which these costs are distributed.

6 Credits

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable direct or indirect cost, received by or accruing to the Contractor, must be credited to the Contract.

7 Non-applicable Costs

7.1. Despite that the following costs may have been or may be reasonably and properly incurred by the Contractor in the performance of the Contract, they are considered non-applicable costs to the Contract:

- a. allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- b. legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against the NCC;
- c. losses on investments, bad debts and collection charges;
- d. losses on other contracts;
- e. federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- f. provisions for contingencies;
- g. premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the NCC;
- h. amortization of unrealized appreciation of assets;
- i. depreciation of assets paid for by the NCC;
- j. fines and penalties;
- k. expenses and depreciation of excess facilities;
- l. unreasonable compensation for officers and employees;
- m. specific product development or improvement expenses not associated with the product being acquired under the Contract;
- n. advertising, except reasonable advertising of an industrial or institutional character placed in trade, technical or professional journals for the dissemination of information for the industry or institution;
- o. entertainment expenses;
- p. donations except those to charities registered under the Income Tax Act;
- q. dues and other memberships other than regular trade and professional associations;
- r. fees, extraordinary or abnormal for professional advice in regard to technical, administrative or accounting matters, unless approval from the Contracting Authority is obtained.
- s. compensation in the form of dividend payments or calculated based on dividend payments; and
- t. compensation calculated, or valued, based on changes in the price of corporate securities, such as stock options, stock appreciation rights, phantom stock plans or junior stock conversions; or, any compensation in the form of a payment made to an employee in lieu of an employee receiving or exercising a right, option, or benefit.

END OF GC ANNEX 2 – CONTRACT COST PRINCIPLES

GC ANNEX 3 - SECURITY REQUIREMENTS AND CHECKLIST

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

- They must be employees of the contractor's firm.

Responsibilities of the Company Security Representative

The CSO responsibilities are the following:

Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;

- In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites as well as any recurring subcontractors (and their employees) who will require similar access and may always not be supervised by the contractor during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;

- Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.

- When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

- If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

Access to site

All visits to site shall be coordinated with and approved through NCC Corporate Security.

To ensure integration of security considerations in all phases of the contracting process, NCC Corporate Security may use a Security Requirements Checklist to define the security requirements for contracts for which the NCC is the contracting authority. It does not replace the necessary clauses in the contract that specify security.

It includes conduct of periodic review to confirm provisions and arrangements are still appropriate and relevant.

In order to post efficient, precise, low risk documentation and to avoid last minute "crunch times", NCC

Corporate Security should be included early in the process for documentation review on upcoming tenders. This would facilitate the integration of NCC Corporate Security recommendations into the documentation.

NCC Corporate Security should be included on distribution to conduct documentation review.

This could be done:

1. In the early stage of project;
2. at 50 or 60%;
3. and prior posting on any public sector or private sector electronic tendering system.

Security Requirement: General information

NCC Corporate Security reserves the right to not award a Construction Management Services Contract or a resulting Task Authorization until such time as the contractor's personnel core employees, as well as any recurring subcontractors, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **RELIABILITY**⁽¹⁻²⁾

⁽¹⁾ For operation needs, with advice or assistance from NCC Corporate Security, the security level CAN be upgrade on the basis of the sensitivity of the information and assets that need to be accessed during this contract.

⁽²⁾ On the basis of the sensitivity of the information and assets that need to be accessed during this Contract, some Key Individuals must have a security clearance at SECRET level for the entire duration of the Contract.

The NCC Corporate Security will determine the security clearance level for each project and advise the CM prior to starting the project.

On the basis of the sensitivity of the information and assets that need to be accessed during this Contract, the following Key Individuals must have a security clearance at Secret level for the entire duration of the Contract:

- Program Manager;
- Design Manager;
- Senior Superintendent;
- Cost Manager; and
- Time Manager.

The NCC reserves the right to impose additional security measures with respect to this Contract as the need arises.

The NCC Corporate Security also reserves the right to request that the Contractor submit to a Document Safeguarding Capability (DSC) and/or IT Security status (Ability to produce/process/store Protected/Classified data electronically on site) depending on the nature of the information it will be entrusted with. If the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements

<p>SECURITY CLASSIFICATION GUIDE</p> <p>Construction Management Services</p> <p>for the</p> <p>National Capital Commission</p> <p>CM Solicitation #: _____</p>	
SECURITY LEVEL	APPLICABILITY
<p>Reliability Status</p> <p>Enhanced reliability status screening is the basic screening for positions that perform security and intelligence functions or duties that support those functions.</p>	<p>Access to information and assets categorized as Protected A, B or C</p> <p>May require Designated Organization Screening (DOS) regarding document safeguarding capability</p>
<p>Site Access Screening</p> <p>Site Access screening is conducted when there is a need for <u>other individuals</u>, who are not employees, to have access to <u>restricted or protected areas or facilities</u>. Site Access screening does not provide for access to <u>sensitive government information</u>.</p>	<p>Site Access clearance may be conducted when loyalty to Canada is the primary concern.</p>
<p>Secret Clearance (level II)</p> <p>A Secret security clearance conducted for positions that perform security and intelligence functions, or duties that support those functions and that require long-term, frequent and unsupervised access to secret law enforcement information, assets, facilities or IT systems.</p>	<p>Regular access to information, IT systems, and assets categorized as Protected A, B, C, Confidential and Secret.</p> <p>Unescorted access to reception, operations, and some security zones of federal government law enforcement facilities, and other federal government facilities.</p> <p>Access to information technology systems in some security zones with permissions such as may be required for the purpose of maintenance, monitoring, detection, back-up and recovery, testing, installation and configuration changes</p> <p>May require FSC for Document Safeguarding capability and IT Security.</p>

<p>Top Secret Clearance (Level III)</p> <p>Enhanced screening is conducted for certain positions in the security and intelligence community that require regular and unsupervised access to methods, sources, analytical processes and techniques related to the collection of sensitive or classified intelligence or counter-intelligence information.</p> <p>It is also required for positions that require long-term, frequent and uncontrolled access to top secret assets or facilities</p> <p>An enhanced Top Secret clearance can be a prerequisite for access to some compartmented information where the nature of the collection technique used in obtaining that information is evident.</p> <p>Access to government information, IT systems, and assets categorized as Protected or Classified at any level</p> <p>Unescorted access to reception, operations, and security and high-security zones federal government law enforcement and security and intelligence facilities, and other federal government facilities</p> <p>Access to specific top secret networks or systems in high-security zones</p>	<p>Access to information, IT systems, and assets categorized as Protected A or B , or Classified at any level</p> <p>Unescorted access to reception, operations, and security and high-security zones of certain federal government facilities</p> <p>Restricted access to specific top secret networks or systems in high-security zones</p> <p>May require Facility Security Clearance (FSC) for Document Safeguarding capability and IT Security.</p>

GC ANNEX 4 - INSURANCE REQUIREMENTS



CERTIFICAT OF INSURANCE ATTESTATION D'ASSURANCE

- To be completed by the insurer / À être rempli par l'assureur

CONTRACT / MARCHÉ				
Description and location of work / Description et endroit des travaux			Contract no. / N° de contrat	
INSURER / ASSUREUR				
Name / Nom				
Address / Adresse		No., Street / N°, rue		
		City / Ville	Province	Postal code / Code postal
BROKER / COURTIER				
Name / Nom				
Address / Adresse		No., Street / N°, rue		
		City / Ville	Province	Postal code / Code postal
INSURED / ASSURÉ				
Name of contractor / Nom de l'entrepreneur				
Address / Adresse		No., Street / N°, rue		
		City / Ville	Province	Postal code / Code postal
ADDITIONAL INSURED / ASSURÉ ADDITIONNEL				
The National Capital Commission / La Commission de la capitale nationale				
<p>This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and the National Capital Commission.</p> <p>L'assureur atteste que les polices d'assurances suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré en fonction du marché conclu entre l'Assuré dénommé la Commission de la capitale nationale</p>				
POLICY / POLICE				
Type Genre	Number Numéro	Inception Date Date d'effet	Expiry Date Date d'expiration	Limit of Liability Limites de garantie
Commercial General Liability Responsabilité civile des entreprises				
Builder's Risk "All Risks" Assurance des chantiers « tous risques »				
Installation Floater "All Risks" Risques d'installation « tous risques »				
Other (list) / Autre (énumérer)				
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.		Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.		
Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée		Telephone number / Numéro de téléphone		

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page. The policies must insure the Contractor and must include the National Capital Commission as an additional Insured. The Policy shall be endorsed to provide the Owner with not less than 60 days' notice in writing in advance of any cancellation or change or amendment restricting coverage. Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) \$10,000,000 Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is not less than value of \$ _ M (*to be determined at Task Authorization approval*) plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by the National Capital Commission (if applicable) at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to the National Capital Commission (NCC) or as NCC may direct in accordance with GC10 "Insurance Proceeds".

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than \$2,000,000 per incident or occurrence and in the aggregate.

GC ANNEX 5 - TERMS OF REFERENCE

1. PROGRAM DESCRIPTION

1.1 Intent of Contract

The services of a Construction Manager (CM) will be engaged to assist the NCC in the delivery of its stewardship role, supporting the NCC's real property portfolio planning and development, and providing a highly responsive and flexible approach for its existing and new construction program. In general, the scope of construction management services overlaps NCC program and project planning, development, and construction. The delivery of construction management services is a continuous process for a two-year period from Contract award and includes a minimum work guarantee, as provided in GC1.1.8, "Contract Requirement". The NCC will use Task Authorizations to approve and track unique services and projects under the Contract. The CM must respect and apply the NCC's high quality standards throughout all aspects of project planning and delivery.

1.2 Terms, Acronyms and Abbreviations

Defined terms, acronyms and abbreviations used in these terms of reference (ToR) are capitalized and defined in the Contract or ToR Appendices D and E. Words that are not uppercase or italicized have standard definitions.

1.3 Program Information

1.3.1 Abstract

The NCC, a Crown corporation reporting to Parliament through the minister designated as minister responsible for the National Capital Act, is the largest landowner in Canada's Capital Region. It is the steward of more than 10 percent of the region's land mass. NCC infrastructure serves citizens and visitors every day across the region, and it helps to define the symbolic, natural and cultural heritage of Canada's Capital Region. The NCC's real property assets include:

- 1,700 real estate properties;
- 1,000 buildings;
- 300 km of pathways;
- 125 km of parkways;
- 145 bridges, including 2 interprovincial bridges;
- 65 commemorations and public art displays;
- 125 interpretive panels and commemorative plaques;
- 13 urban parks;
- 6 official residences;
- Gatineau Park;
- Canada's Capital Greenbelt; and
- 3,200 various other assets (e.g. drainage systems, culverts, retaining walls, and electrical, mechanical and water systems).

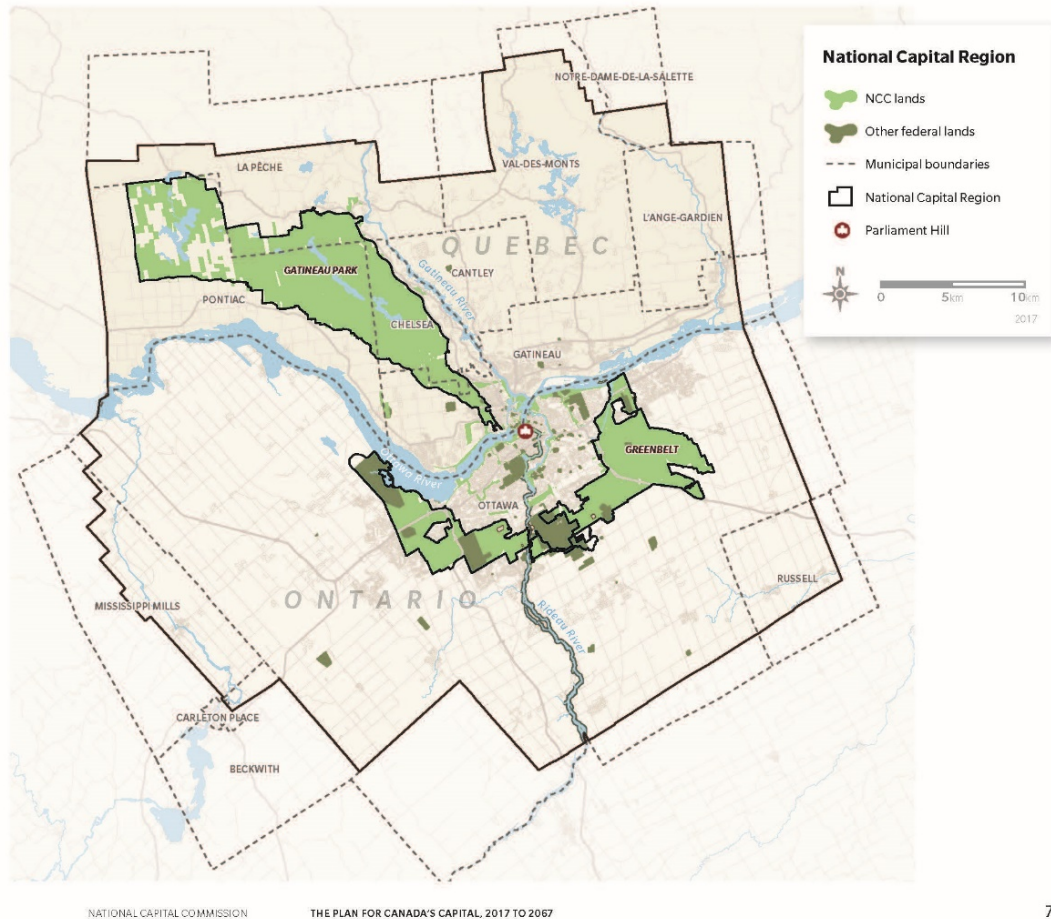


Figure 1 - Location of the National Capital Region

The NCC has established priorities through its annual multi-year capital program planning process. It is advancing a comprehensive and integrated risk management framework that will set risk tolerances, assess strategic and operational risks, and provide comprehensive risk information for decision-making.

The NCC currently delivers about 110 projects annually. Efficiency and optimization of real property project planning and delivery is a key requirement of this Contract. The CM is required to bundle and deliver similar types of Work.

1.3.2 Real Property Assets

The NCC's real property portfolio includes real estate, pathways, bridges, parks, official residences, and other buildings.

1.3.2.1 Real Estate

Real estate properties that make up the current lease portfolio of the NCC was established to ensure control of National Interest Land Mass (NILM) land and to implement the NCC's mandate not necessary for a return on investment. For example, the "Mile of History" properties on Sussex Drive, were acquired as much to

prevent inappropriate use as to preserve the heritage along Confederation Boulevard. These now make up a large part of the NCC commercial portfolio.

The NCC acquired agricultural properties during the 1960s primarily for creating the Greenbelt. It was clear, at that time, that the purpose of these acquisitions was not financial performance.

As result of its mandate and role, the NCC has gradually become a major owner of real estate assets. Therefore, the NCC ensures that they are adequately preserved and operated in an optimum manner, in accordance with its mandate. In 1991, in order to ensure uniform management of these properties, the NCC grouped them into one portfolio.

As of July 2017, the real estate portfolio was composed of 807 buildings divided into two sub portfolios: 140 buildings in the commercial portfolio and 667 in the residential and agricultural portfolio. The portfolios' composition is always changing in function, e.g. from the demolition of buildings, the redesign of properties, new acquisitions or property transfers, to another management portfolio.

1.3.2.2 Pathways

The NCC manages an extensive pathway network totaling more than 700 kilometers. This multi-use network contains urban and rural paths used daily for recreation and commuting in both Ontario and Quebec. The design of pathways considers a variety of uses including cycling, walking, running and skiing. The pathway network has many connections to other tourist areas, such as the City of Ottawa pathways, the trans-Canada trail, downtown Ottawa and Gatineau, parks, gardens, museums and city attractions. The NCC pathway network is one of the regions most valued recreational assets. The growing population of the National Capital Region will continue to increase stress to the pathway networks.

1.3.2.3 Bridges

The NCC owns 145 bridges comprising of pedestrian and vehicular bridges located throughout the Capital Region. Many of the pedestrian bridges are throughout Gatineau Park and the Greenbelt pathways and trails. Most vehicular bridges can be found along NCC parkways and include the Champlain and Portage interprovincial crossings, which are amongst the most valuable capital assets owned by the NCC.

Most of NCC vehicular bridges have a design lifespan of 75 to 85 years. However, the remaining lifespan of each bridge depends on many factors such as the year bridge construction, the quality of construction at inception, the environmental conditions and the appropriate frequency of inspections, timely maintenance, and repairs.

The inventory of NCC bridges includes 35 vehicular, 109 pedestrian bridges and one railroad bridge. The bridges range from multi-lane, multi-span roadway structures to single span creek crossings on park pathway trails. There is a broad distribution of these bridges within the National Capital Region.

1.3.2.4 Parks

In its stewardship role, the NCC is entrusted with the care and protection of over 80 vital public places with natural, cultural and symbolic heritage value. These include parks, shorelines and green spaces offering stunning views, often the setting for national celebrations and local festivals. The major parks and greenspaces in this category include:

- Gatineau Park extends over 36,131 hectares and is the Capital's conservation park. It features the Mackenzie King Estate and attracts 2.7 million visits each year;
- Commissioners Park extends over 8.95 hectares and is home to the Capital's largest display of tulips;

- Confederation Park is 2.63 hectares and features a memorial fountain honoring Colonel By. The park hosts Winterlude activities and other events such as the Ottawa Jazz Festival;
- Jacques-Cartier Park features two historic buildings, Maison Charron and the Gilmour Hughson Building and is host to events such as Canada Day and Winterlude;
- Leamy Lake Park is the largest urban park in the Capital Region. Surrounded by Leamy Lake and the Gatineau and Ottawa rivers, it is used for outdoor sports and recreational activities;
- Major's Hill Park features stately trees, rolling lawns and winding pathways, and has wonderful views of the Rideau Canal locks, the Ottawa River and the Parliament Buildings. It is also one of the Canada Day celebration sites;
- Vincent Massey Park covers an area of 28.9 hectares and offers amenities such as picnic tables and barbecue pits and is a site for community gatherings; and
- Greenbelt is a conservation area covering 20,600 hectares. It features agricultural farms, forests, sand dunes, and wetland areas and attracts 3.5 million visitors each year.

Park assets are categorized as:

- Civil: potable water and irrigation systems, sanitary and waste water systems, electrical distribution systems, washroom), pedestrian bridges), stone walls and perimeter fencing, drinking fountains;
- Fixtures and Furniture: benches, waste receptacles, pathway lighting, picnic tables;
- Fountains: decorative fountains;
- Hard Surfaces: pathways, boardwalks, parking lots, access roads; and
- Landscaping: planting beds, trees and restorative soil replacement or conditioning.
- This list of assets is not exhaustive.

1.3.2.5 Confederation Boulevard

Confederation Boulevard is the Capital's ceremonial and discovery route. Confederation Boulevard is the route that foreign dignitaries and the royal family take for processions and state visits. Running a length of 7.5 kilometres, it forms a loop that connects both sides of the Ottawa River, linking Ontario and Quebec. It follows several symbolically important streets along federal lands and past national landmarks.

Features of Confederation Boulevard include:

- Broad tree-lined walkways, with distinctive red-toned pavers and Canadian granite curbs;
- Distinctive street furniture; and
- A row of tall lampposts each bearing a golden maple leaf at the top several lookouts and viewpoints.

1.3.2.6 Official Residences

The official residences are the homes of our country's political leaders. They welcome foreign dignitaries and host protocol events, meetings and commemorative ceremonies. All official residences are designated heritage buildings.

There are six official residences in the Capital Region:

- Rideau Hall is the residence of the governor general. It is a national historic site and the only official residence open to the public. Each year, thousands of visitors come to appreciate the grounds and buildings;
- The residence at 24 Sussex Drive is the residence of the Prime Minister;
- Harrington Lake (Lac Mousseau) is the summer residence of the Prime Minister;
- Stornoway is the residence of the leader of the Official Opposition in the House of Commons;

- The Farm, in Gatineau Park, is the residence of the speaker of the House of Commons; and
- The residence at 7 Rideau Gate is an official guesthouse for visiting.

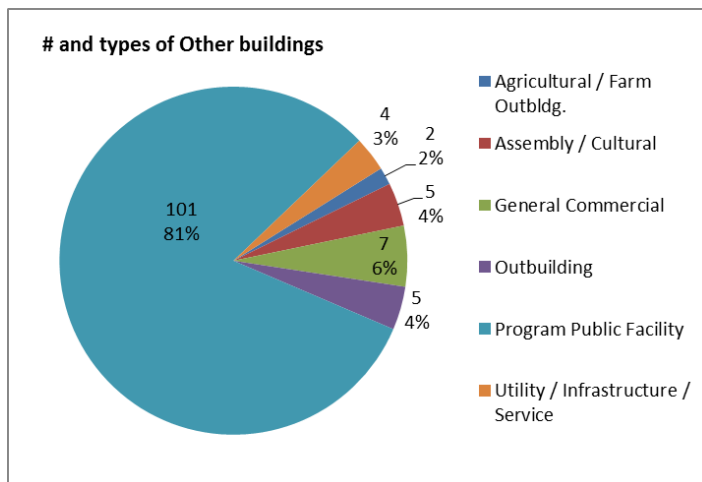
The NCC’s stewardship and management responsibilities for Canada’s official residences include careful planning and delivery of improvements, ongoing maintenance of buildings and grounds, as well as the furnishing and enhancement of the interiors.

1.3.2.7 Other Buildings

The NCC owns approximately 124 other buildings. Over 80% of these are relatively small program public facilities, such as chalets, change rooms and washrooms. There are also commercial buildings such as snack bars and stores, as well as some larger commercial buildings such as the Carbide Mill Building on Victoria Island.

The Ottawa Carbide Company built their plant on Victoria Island between 1899 and 1900. The four-story mill building that now remains was designed for utilitarian purposes but was given some architectural features that soften its mainly industrial character. The traditional appearance of the mill is typical of industrial buildings of the times. It was innovative in its interiors layout and provided each process with its own specific and protected space. Because it is the last remaining building on Victoria Island, it is a landmark and continues to contribute to the architectural integrity of a former industrial area.

The types of other buildings included in this category are as follows:



Most of these buildings are in Gatineau Park, and support programs such as camping, cross-country skiing, hiking, cycling and general use of the park that are enjoyed by the annual 2.6 million visitors. Many people get the essential park information from the visitor center, located in Chelsea. In the Quebec urban lands portfolio, the two main buildings (Maison Gilmore and Maison Charron) are open to the public and offer cultural and recreational programs.

1.3.3 Construction Cost

The NCC’s construction budget for the initial two (2) year term of the Contract is approximately \$100,000,000. The actual volume of Work the CM will deliver depends on the NCC priorities and internal approval processes. The NCC may reduce or increase its budget or number of projects depending on the

priorities of the government, the funding or may deliver projects with separate, unique contracts.

1.3.4 Program and Project Implementation

1.3.4.1 Overview

With the support of the CM, the NCC real property program implementation strategy will optimize critical decision making to prioritize the project approval and design, allowing construction for approved projects to start early and in a streamlined sequence.

The initial Task Authorization issued by the Contracting Authority will be for CM's total monthly fee to provide program and project management services, supporting the NCCR in defining and prioritizing projects. The CM will provide ongoing scope, time, Cost, risk, and related analysis as well as comprehensive reporting to the NCCR to obtain internal NCC project approval. After obtaining project approval, the Contracting Authority will issue the CM a project-specific Task Authorization to commence Work related to the project.

1.3.4.2 Contract Delivery Model

When the NCC approves projects for delivery through this Contract, the CM will implement the projects based on a construction management method, which will involve a design approach prepared by the NCC Design Team and tendered by the CM. The CM must define the scope and sequencing of Design Packages (DPs) to the NCCR and Design Team, for the Design Team to plan their tasks and activities accordingly. The CM is required to, when requested by the NCCR, implement fast track project delivery, using multiple, simultaneous Design Packages. The CM is required to consider overall NCC program requirements, ranking and prioritizing projects to maximize delivery each fiscal year.

The CM will implement each approved project through a holistic, prioritized, integrated, coordinated, and managed design process, and the sequential tendering and construction of multiple DPs. The CM may have to tender DPs based on partially complete information of a holistic design that appropriately balances quality, Cost, and time and risk management issues. Design decisions will require substantiated assessment of the viability of the design proposal and cost and schedule benefit established by the CM. The CM, as and when requested by the NCCR, will provide design assist services. The CM will participate in project meetings and workshops, provide bid-ability and constructability advice, define, and manage Work and design phasing and sequencing in accordance with the project milestones and construction budget approved by the NCC.

The CM is required to provide an experienced, on-Site team for the duration of each approved project. The CM and the Design Team's on-site personnel are required to have the authority, ability and capacity to respond to evolving situations, daily if necessary, in order to coordinate and integrate ongoing construction operations with the design production.

1.3.4.3 Design Coordination

Successful design prioritization, coordination and integration with construction operations are overarching requirements for each project. The Design Team will coordinate and integrate all functional, technical, and operational requirements into the Schematic Design (SD), Design Development (DD) and Construction Documents (CD) of each project.

The CM is required to collaborate with the Design Team throughout the design process, providing

suggestions and recommendations for alternative materials, construction sequencing, physical constructability and on how to tender the projects' scope. These collaboration and integration processes require an ongoing synergy of Project Team skills to manage project Costs, always remaining within the approvals prescribed for each project.

1.3.4.4 Design Packages/Tender Strategy

After the NCC's approval of the CM's procurement plan, the CM is required to pre-qualify of Subcontractors and Suppliers who are competent and capable of carrying out the Work. This prequalification process will occur concurrently with the submission of substantively advanced DPs. The CM will create a pre-qualified pool of Subcontractors and Suppliers for projects with similar requirements.

Tendering by the CM of all Subcontracts will coincide with the completion of each DP. With the advance written approval of the NCCR, the CM may bid competitively and transparently on certain DPs.

Below is a preliminary list of Work categories that the CM will have to expand or further subdivide as appropriate to the project scope. The preliminary Work categories include:

- a) Site preparation;
- b) Exterior and interior protection, demolition, and abatement;
- c) Excavation and backfill;
- d) Site infrastructure, municipal and civil Work;
- e) Exterior Site Work, landscaping, and irrigation;
- f) Exterior and interior masonry repairs and restoration;
- g) Structural concrete/structural steel/rebar and wire mesh;
- h) Conventional and copper roofs;
- i) Windows;
- j) Conveying systems;
- k) Mechanical;
- l) Controls;
- m) Pre-purchase of key equipment and bulk materials;
- n) Electrical;
- o) Architectural lighting;
- p) Broadcasting (specialty requirements for meeting rooms, translation, etc.);
- q) Frames and doors;
- r) Hardware;
- s) Interior finishes;
- t) Millwork, fittings and equipment;
- u) Heritage trade activities and conservation Work;
- v) Food services; and
- w) Furniture, fixtures, and equipment.

The CM is required to split DPs into tender packages as required in order to optimize the schedule of each project. The CM is required to take a lead role to identify all submissions and their timing for the Design Team to prioritize their efforts.

1.3.4.5 General Deliverables

Where submissions include summaries, reports, Drawings, Specifications, presentations and schedules, the CM is required to provide four hard copies along with an electronic copy in editable native format and Portable Document Format (PDF), unless otherwise specified.

1.3.4.5.1 Acceptable Electronic Format

Electronic format will mean:

Deliverable	Acceptable Format
Written reports and studies	MS Word
Spreadsheets and budgets	MS Excel
Presentations	MS PowerPoint and/or MS Visio
Drawings	DWG (such as Autodesk Auto CAD 2015)
Schedules	Microsoft Project or Primavera P6 or newer
Change management and daily logs	MS Word
Organizational Charts	Adobe Illustrator or MS Visio
National Master Specifications (NMS)	MS Word

1.3.4.5.2 Writing Style

The CM is required to use a writing style that presents information in a logical, objective, clear and concise manner. The CM is required to write reports that allow the reviewer to easily locate references and respond to related information contained in the report. Reports will include the following sections:

- a) A cover page indicating the project title, nature of the report, CM’s Contract number and author name, NCC Contract name and reference number, and a date in a non-ambiguous format, i.e. October 9, 2017 or 2017-10-09;
- b) A table of contents;
- c) An executive summary;
- d) An introduction;
- e) A methodology section explaining the methods and tools used, such as weightings, comparative analysis;
- f) A conclusion or synopsis; and
- g) Appendices containing supporting material referenced in the report, supplementary and supporting information.

1.3.4.5.3 Report Content

The CM is required to:

- a) Ensure that the executive summary is an accurate and complete summary of the report following an identical structure, including only key points, results and recommendations;
- b) Use an organizing system, such as MS Word Document Map, for ease of reference and cross-referencing;
- c) Use correct grammar including complete sentences to avoid ambiguity and facilitate translation when required. The use of technical terms, industry jargon and cryptic phrasing must be avoided;

- d) Be efficiently written with only essential information included in the body of the report and supporting information in an appendix, if required; and
- e) Analyze and ensure all relevant correspondence against accepted goals, objectives and the requirements identified in these terms of reference.

1.3.4.6 Approvals

1.3.4.6.1 Authorities Having Jurisdiction - Federal

A list of authorities and their federal jurisdiction is included below. Note that FHBRO provides recommendations, not approvals.

Authority	Federal Government Jurisdiction
NCC	Real property program and project approval. Federal Land Use and Design Approval (FLUDA) for sites, asset or building design, landscape, hoarding, exterior signage, exterior lighting, etc.
Parks Canada’s FHBRO	Design requirements to ensure the conservation of heritage sites and assets
Environment Canada	Environmental Compliance Management Program
Impact Assessment Agency of Canada	Impact Assessment Act

1.3.4.6.2 Authorities Having Jurisdiction - Other

A list of other authorities and their jurisdiction is included below. Each NCC project will have to comply with the jurisdictional requirements of other authorities. The CM is required to observe codes, regulations, by-laws, and decisions of all authorities having jurisdiction. In the case of overlap, the CM is required to apply the most stringent requirement. All Work must comply with the applicable Quebec or Ontario construction health and safety Acts and Regulations, in addition to the related Canada Occupational Safety and Health Regulations.

Quebec Provincial Authority	Jurisdiction
Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)	Construction Safety; Designated Substance Management; Workers Compensation; and Quebec Construction Health and Safety Acts and Regulations.
Commission de la construction du Québec (CCQ)	Labour Relations, Vocational Training, and Workforce Management
Ministère du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques	Sustainable Development, Environment and the Fight Against Climate Change

Ontario Provincial Authority	Jurisdiction
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Ministry of Labour (MOL)	Employment Standards; Construction Safety; Designated Substance Management; Workers Compensation; and Ontario Construction Health and Safety Acts and Regulations.
Ministry of the Environment (MOE)	Environmental Protection Act: 3R Regulations; Building discharges into the air, water and ground; and Disposal of designated substances, including asbestos, lead, etc.
Ministry of Consumer and Commercial Relations Technical Standards and Safety Authority (TSSA)	Construction hoists, elevators, escalators, dumbwaiters, pressure vessels, etc.

Local Municipalities	Jurisdiction
	Planning and Design Submissions for Information; Building, Demolition and Plumbing Permits and Inspections; Fire safety, equipment, and access for fire-fighting equipment; Ottawa Built Heritage Sub-Committee, Planning Committee, and City Council; and Occupancy Permits.

1.3.4.7 Federal and Provincial Authorities

As defined in the *Impact Assessment Act* the NCC is a authority. The NCC will fulfill its obligations as an authority to safeguard the environment through dutiful public consultation and responsive real property designs, construction, and operations.

In support of the NCCR, and to meet the NCC’s obligations as an authority, the:

- a) Design Team will facilitate and participate in any discussion or negotiation required to obtain project approvals with federal and provincial authorities and ensure that the technical and legal compliance of project designs follow the said approvals and conditions; and
- b) The CM is required to ensure that all Work and construction operations comply with said approvals and conditions.

All communication with federal and provincial authorities will be through the NCCR. The NCCR will deal with federal and provincial approval fees on a case-by-case basis and may request the CM to pay such fees as a disbursement to the Contract.

1.3.4.8 Municipal Authorities

On behalf of the NCC, the Design Team will prepare and provide to the CM all documentation for building and other permits necessary for approval by municipal authorities. The CM is required to manage the building permit application process itself. All communication with the municipal authority related to permits and permit payment will be through the CM. The CM is required to engage the Design Team and together participate in any discussion or negotiation necessary to obtain permits and assist in resolving issues before

the tender of each DP. Submissions by the CM will begin with preliminary design (SD and DD) when Site plan approval is required or well advance DPs for building permits, with subsequent filings as required by the municipal authority and for design revisions in response to reviews.

The CM is required to apply for interim and final occupancy permits and resolve all outstanding issues relating to permit approval. The CM is required to provide municipal authorities access to the Site as and when they require access and obtain reports of their findings, which are to be given to the NCCR for review and handling as necessary. The Design Team will address and respond to all issues by municipal officers through the CM including:

- a) Purpose of review and approval: to obtain Site plan and building code compliance (permits);
- b) Submission format: Drawings, Specifications, oral presentations for Site plan applications, SD, DD and advanced DP design submissions;
- c) Submission schedule: SD and DD for Site plan approval; advanced DPs for building permit approval; and
- d) Expected turnaround time: from four weeks to three months.

1.3.4.9 Media

The CM and any entity or person contracted or employed by the CM are forbidden to respond to any requests for information, interview, or questions directly or indirectly from the media pertaining to any aspect of any project, or the overall NCC real property program, unless specifically requested to do so by the NCCR. The CM is required to direct such inquiries to the NCCR without providing a response to the inquiry.

1.3.4.10 Security of Information

The CM and any entity or person contracted by or employed by the CM are forbidden to discuss issues pertaining to any project, or the overall NCC real property program, including, but not limited to, a project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract. The Contractor shall take all necessary steps to ensure that documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than National Capital Commission (NCC) personnel possessing the appropriate security level and authorization, unless expressly authorized by the NCC. The Contractor is responsible for ensuring all information is properly marked, stored and disposed of according to its security level. Security levels are identified based on potential injury level and if the information is of National or non-National interest.

	INFORMATION CATEGORIES	
	Protection from Loss of Confidentiality	<p><i>Information relating to the <u>National Interest</u>:</i></p> <p>CLASSIFIED INFORMATION</p> <p><u>Classification Levels:</u></p> <p>TOP SECRET</p> <p>SECRET</p> <p>CONFIDENTIAL</p> <p><u>Injury Levels & Assessment Criteria:</u></p> <p><input type="checkbox"/> HIGH: Exceptionally grave injury</p> <p><input type="checkbox"/> MEDIUM: Serious injury</p> <p><input type="checkbox"/> LOW: Injury</p>

Injury Level	Examples of Consequences Causing Injury	
	National Interest	Non-National Interest
High	<ul style="list-style-type: none"> Widespread loss of life Loss of continuity of government Irreparable loss of public confidence 	<ul style="list-style-type: none"> Serious physical injury or loss of life Financial loss affecting viability of individual or business Undue hardship
Medium	<ul style="list-style-type: none"> Political tension (international or federal-provincial affairs) Damage to critical infrastructure Civil disorder 	<ul style="list-style-type: none"> Substantial distress to individuals Loss of competitive advantage Inability to conduct a criminal investigation
Low	<ul style="list-style-type: none"> Damage to relations (e.g. public, industry, diplomatic etc.) Limited loss of public confidence 	<ul style="list-style-type: none"> Inconvenience Minor embarrassment

1.3.5 Office

The CM shall use an office as a base of operation to provide all administrative management services required in this Contract. The office shall be fully operational for the start of the Contract and remain as such throughout the duration of the Contract. The office location must allow the Contractor to satisfy all of the operational requirements of the Contract.

2 OBJECTIVES

The CM and the Design Team are required to consider the following NCC objectives in the design and implementation of project.

2.1 Integrated Design and Collaborative Project Delivery

Develop a common vision for each project through an integrated and collaborative delivery approach. Deliver each project with an integrated design and construction solution to a high standard of design. Provide balanced solutions to all project elements and challenges.

2.2 Cost Management Objectives

Deliver each project within the limits of its authorized funding, and, while substantiating the viability and cost benefits of design choices, respect and enhance the project asset and associated landscape.

2.3 Time Management Objectives

Organize, prioritize and deliver each project within the established time limits, permitting the full use and function as intended, proactively prioritizing Work and managing its resources to achieve the prescribed milestones.

2.4 Quality Objectives

Deliver each project to meet the quality objectives appropriate for each asset; and, provide a quality management plan which addresses the technical aspects of the project such that the performance of all components and systems will be tested against the intended design performance and the design life-cycle analyses.

2.5 Sustainable Development Objectives

Deliver each project using integrated design principles addressing sustainable development meeting a minimum, as applicable, LEED Silver or Three Green Globes. Employ strategies to address the environmental, economic and societal social values and their impact on every project decision. Deliver an enhanced, healthy, livable work environment; and, provide an appropriate facility with flexible, adaptable and effective systems, components and technologies that support the occupants in the conduct of their business, as well as meeting the operational and functional requirements.

2.6 Security Objectives

Incorporate physical security requirements into the design and construction in a balanced, integrated, layered approach, alleviating a risk to accessibility or visual distraction from the architectural or heritage character defining elements of the asset and its surroundings.

2.7 Health and Safety Objectives

Deliver each project and the related Work processes in order to provide the full protection of the applicable occupational health and safety regulations, and to ensure the health and safety of all persons, federal employees and private sector workers. Responsibly deliver and adhere to the provisions identified in the

Canada Labour Code, provincial Acts and Regulations, and provide such provisions to all persons both working within and/or visiting a public facility or site.

2.8 Codes and Standards Objectives

Observe codes, regulations, by-laws, and decisions of authorities having jurisdiction. Observe national model Codes, Acts, and Standards. Identify other jurisdictions appropriate to each project and include those jurisdictional requirements into the project.

3 SCOPE

Working in collaboration with the NCCR and Design Team, the CM is required to define the scope of individual projects using value for money principles, balancing the need for capital investment while maintaining asset life cycle, always considering the perspective of Canadians at large.

In planning and implementing the Work, the CM is required to consider common project scope elements, which include investigation Work, temporary Work, accessibility requirements and security requirements.

3.1 Investigation Work

For each program project, the CM along with the NCCR and Design Team will establish a project-specific strategy and program of necessary investigations required for the project. The purpose of investigation Work is to gather all information required by the Design Team to advance the design, reduce project risk, and to:

- a) Confirm existing asset, its structure and materials and surrounding Site conditions;
- b) Test and determine the content, type, location, and approximate quantity of designated substances located in the asset's interior, exterior and subsurface, validating the existing designated substances survey;
- c) Determine the geology of the Site to provide information in the development of project and excavation requirements;
- d) Complete legal, topographic, and archeological surveys; and
- e) Undertake other investigations as necessary.

Investigation Work will typically be ongoing concurrent with the pre-design, Schematic Design, and Design Development stages of projects. The Design Team will prepare a preliminary inspection plan in coordination with the NCCR and CM. Investigation Work affecting the heritage character or heritage elements of assets requires Federal Heritage Building Review Office (FHBRO) review, which is a responsibility of the Design Team. The CM is required to apply all FHBRO conditions.

3.2 Temporary Work

Temporary Work requirements are to be included in DP documentation. These requirements include interim measures (activities) to modify the temporary Work in the transitional periods between DPs or as necessary to ensure the safety and security of the Work and the project Site. Elements of temporary Work include, but are not limited to:

- a) Temporary protection installation, continually monitoring, adjustments and removals for asset components and systems or heritage elements;
- b) Heat, ventilation, and humidity control;

- c) Fire protection to support construction operations;
- d) Maintaining operational capacity for required civil/municipal, mechanical, electrical and life safety systems;
- e) Architectural and structural bracing, underpinning and supports;
- f) Isolation or dust protection of spaces; and
- g) Security measures, including compartmentalizing classified information.

3.3 Accessibility

Project designs and construction are required to incorporate programmatic requirements of the NCC or the end users, coordinating and integrating universal accessibility and landscape requirements in the built Work. The accessibility scope of projects includes an integrated approach of asset stewardship and public use. The NCC is committed to making its facilities accessible to persons with disabilities. The principal governing regulations, policies and standards are the [Canada Occupational Health and Safety Regulations](#) (COHS), Treasury Board's [Policy on the Management of Real Property](#), Treasury Board's [Accessibility Standard for Real Property](#), the [Accessible Design for the Built Environment](#) (Canadian Standards Association (CAN/CSA B651-18 and its supplements)) and the [National Building Code of Canada](#) (NBCC). All these documents establish minimum requirements for accessibility within NCC-owned property.

Project Teams are to consider exceptions to these policies and regulations:

- a) Where:
 - i. The accessibility requirements would significantly compromise the heritage values; and
 - ii. Public use is not an element of the space or its function;
- b) And only when:
 - i. Access to at least one main level of the building;
 - ii. Full access to government services and employment opportunities; and
 - iii. Where washroom facilities are in an inaccessible location, therefore equivalent facilities that are accessible are required.

If it is not possible to accommodate accessibility standards in the design or construction of a project, then the Project Team is required to consult with the NCCR in advance of making such decisions, ensuring the proposed intervention meets the intent of the regulations and policies, or provides an alternate solution acceptable to the NCCR.

3.4 Security

Security requirements and standards will supplement an asset's functionality, without impeding its operations or affecting the architectural and heritage values.

Physical security involve the activities undertaken to ensure that appropriate and effective physical security measures are in place to protect information, assets and facilities from unauthorized access, disclosure, modification or destruction, based on their level of sensitivity, criticality and value, and in accordance with GC standards and guidelines, that individuals are protected from workplace violence and that the organization has the capability to increase security during emergencies and increased threat situations.

When required, the NCC will prepare and review a project-specific threat and risk assessment and develop a security design brief appropriate for the project, which will include proposed physical and operational

security requirements.

NCC Corporate Security will identify physical security protection requirements: analyses, defines, documents and maintains physical security protection control objectives and requirements for all assets, facilities and individuals that fall under the responsibilities of the organization, based on an assessment of security risks.

Project designs and construction are to consider and apply approved security requirements through a layered approach. Project designs will integrate the principles of crime prevention through environmental design. The Design Team and the CM are required to analyze in detail proposed physical and operational security requirements for feasibility, assessing for impact to asset function, public use, architectural or heritage fabric, the authorized construction budget and construction schedule, before integration into the Schematic Design of a project and subsequent design submissions.

NCC Corporate Security manages security controls to limit access to government assets and facilities to authorized individuals who have been security screened at the appropriate level and who have an express need for access (e.g. security guards services, physical access control systems and procedures). Includes perimeter security as well as access control to restricted areas within a facility.⁴

4 PROJECT MANAGEMENT CHALLENGES

The CM is to consider and proactively work with Project Team members to resolve project management challenges and implementation constraints. Other challenges and constraints will inevitably arise throughout the Contract. All types of project challenges and constraints require the active and ongoing management by the CM and those implicated in the Project Team.

4.1 Implementation Challenges

The CM is to consider that:

- a) Design Teams may be comprised of numerous internal NCC staff and external consultants;
- b) NCC staff have differing levels of project delivery experience;
- c) NCC project approval processes may sometimes be onerous and lengthy; and
- d) NCC business systems have limited flexibility.
- e) many NCC buildings are tenanted.

4.2 Implementation Constraints

The CM is to consider that:

- a) Municipal, provincial, or federal priorities change over time, which could impact the CM's level of effort and project sequencing;
- b) The identity and reputation of the NCC is paramount. Projects will be highly scrutinized by the public and media. The management and implementation of projects have the potential to undermine the reputation of the NCC. Specific risks that the Design Team and the CM need to consider in project planning, development and delivery are:
 - i. How the natural environment is managed and cared for;
 - ii. How persons accessing and entering a Site are cared for as per health, safety, security and

- accessibility;
- iii. How Cost efficiencies are procured over the short and long term for the better operation and management of the asset;
- iv. How heritage is preserved and maintained; and
- v. How public use is improved and enhanced.

5 PROJECT TEAM ORGANIZATION

Each Project Team will manage and implement their project(s) in a collaborative manner. All Project Team members are required to work cooperatively at every stage of the design and construction process to ensure a successful result. All team members are responsible for establishing and maintaining a professional and cordial relationship with the NCC Team

5.1 NCC Representative

The NCC Representative (NCCR) is the NCC Director Project Management in Design and Construction, or an approved delegate. As the Technical Authority for this Contract, the NCCR is responsible for all technical matters related to this Contract and the NCC's real property program and projects.

5.2 Client/Users

Canadians-at-large represent the primary end-users of most NCC assets. While Canadians-at-large will not directly be part of Project Teams and project implementation, each Project Team is required to fully assess and integrate the impact of project delivery into all project planning, design and construction activities. Government officials and officers use and occupy the official residences. Senior representatives will report to the NCCR and will define their accommodation standards and their functional, operational and security requirements.

5.3 NCC Property Manager

The NCC Property Manager is the building operator and manager and reports to the NCCR. The Property Manager is present on the Project Team to identify facility management requirements for each project. The Property Manager will play an active role during the functional programming and commissioning of each project.

5.4 NCC Design Team

The NCC Design Team is comprised of NCC architects, landscape architects, engineers, and technical and administrative staff. The NCC internal team is supplemented with external professionals through various standing offer agreements. It is common for NCC projects to have a combination of internal and external professional resources preparing project designs.

On each project, the Design Team Leader (DTL) represents the Design Team. The DTL reports to the NCCR on design, technical and coordination issues and is responsible for, but not necessarily limited to:

- a) Preparing and completing the design for each project and for coordinating and directing the services of the project design disciplines, sub-consultants and specialists;
- b) Conducting design and other project meetings;

- c) Providing input to the CM on prequalification criteria for Sub-Contractors and Suppliers;
- d) Working with the CM to define the DP's and establish the format and scope of the DP's;
- e) Preparing and assembling the DP's for tendering by the CM;
- f) Inputting to CM's Cost planning, Cost estimating and Cost control of construction;
- g) Managing the design quality, design cost and design time of the Design Team's services;
- h) Developing and continuously updating a risk register for each project from the Design Team's perspective;
- i) Providing on-Site services during construction for the continual monitor, quality control and responding to Site conditions/issues, including services related to the preparation of changes, verification of the CM's Work progress and recommendation to the NCCR of acceptance of the Work;
- j) Cooperating with the CM, Clients/Users and the NCCR;
- k) Participating in design related actions to ensure that each project remains on track and identifying means to recover from cost overruns or schedule delays if they occur;
- l) Defining commissioning procedures and performance expectations and confirming that performance requirements have been met;
- m) Verifying operating manuals, and ensuring that record Drawings and Specifications and as-built Drawings and Specifications are updated and accurate based on information provided by the CM;
- n) Participating in construction meetings organized by the CM;
- o) Providing design-related training for all client and operations staff; and
- p) Providing post-construction services.

5.5 Construction Manager

The CM formally discusses technical matters with the NCCR. The CM will be part of the integrated Project Team and is required to participate in meetings and workshops, provide constructability advice and provide recommendations for construction phasing and DPs content and sequencing.

The CM is required to:

- e) Provide technical support, services and Work to the NCC in accordance with the terms and conditions of this Contract;
- f) Lead the construction team that is composed of its own forces and all Sub-Contractors and Suppliers retained by the CM;
- g) Act as Constructor in charge of the construction Site(s);
- h) Establish and enforce Site health and safety rules for all individuals working on the Site, including members of the Project Team;
- i) Ensure that all individuals, before gaining access to the Site, participate in a Site training and orientation program;
- j) Provide all necessary personnel to perform the services and duties for approved projects, either by assignment of CM qualified staff or by engagement of services contracted directly by the CM;
- k) Ensure continuity of personnel and maintain a dedicated working team for the life of each project;
- l) Receive and review all program and project related documentation provided by the NCCR and update all future CM deliverables related to scope, budget, and schedule;
- m) Provide ongoing Cost, time, risk, procurement, administrative, and security services;
- n) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution to all Project Team members;

- o) In cooperation with the Design Team, ensure at all times the design solution and construction is maintained within the accepted construction estimate for the Project;
- p) In cooperation with the Design Team, ensure at all times the design solution and construction can, and is, undertaken within the fixed schedule objectives of each project;
- q) Provide ongoing design management services and, when requested by the NCCR, design assist services; and
- r) Organize and attend meetings and workshops with Project Team members or, as needed, separate meetings with the NCCR.

6 REQUIRED SERVICES

6.1 General Requirements

For the overall NCC real property program and for each approved project, the CM must consider the program and project description and identification, objectives, scope, constraints and challenges, and Project Team organization as described in the previous Terms of Reference sections 1 through 5. The CM must, for the duration of the Contract, provide professional construction management services and related Work referred to in this section 6, as provided for in the ToR Appendices A, B, C, D, and E, and as prescribed in the Contract documents.

The CM, as an expert in matters of construction planning and implementation, must:

- a) Provide comprehensive and continuous construction planning, analysis, management at both the program and project levels, and implementation services and Work;
- b) Provide CM services and Work that include any warranty related call-backs and repairs until the expiry of the warranty period applicable to each project;
- c) Perform the duties of a Constructor, administering, coordinating, and controlling Subcontractor and Supplier contracts, including other suppliers the NCC may require performing services or work on a project Site;
- d) Actively participate with the Design Team and NCCR to create and maintain a cohesive Project Team with a positive and collaborative working relationship; and
- e) Immediately notify the NCCR and Design Team in writing of any potential increases or decreases in the scope of Work that could affect the ability to meet project objectives or exceed approved project authorities.

The CM monthly fees, additional resource and Site labour fees, Plant, Material and equipment expenses, and Subcontract expenses will not be due and payable until the CM submits the completed monthly plans/updates to the NCCR. If there is no change to the plans, the CM must notify the NCCR in writing accordingly and does not need to resubmit the plan.

6.2 Management Services

The CM must provide the following construction management administration services.

6.2.1 CM Administration

6.2.1.1 Meetings and Workshops

Regular meetings and workshops will take place throughout the Contract. The CM must attend the meetings and workshops as outlined below.

6.2.1.1.1 Program Meetings

The Design Team Lead (DTL) will co-chair program meetings with the NCCR to coordinate and direct the activities related to the overall NCC real property program and each Project Team. These meetings will occur for the duration of the Contract at the NCC Offices in Ottawa. The DTL will prepare and deliver the agenda, notice to invitees, and minutes. The DTL will issue final meeting minutes within 2 Working Days of meeting.

The DTL will create and maintain a database containing meeting action items and issues. This database forms part of the DTL's risk management services. The top five risks from this database must accompany the final minutes of each meeting.

Meetings will include the NCCR, CM, DTL and other Project Team members. Design Team members will participate as required and according to the Work/issues in question. The CM must prepare in advance of each meeting and be able to discuss in an open manner all program and project related matters.

The purpose of these meetings is to:

- a) Monitor the delivery of the overall program of Work and progress of each project against objectives;
- b) Monitor the progress of the projects against the approved scope, construction Cost estimates, cash flow and the prioritized construction schedule;
- c) Assess design and construction productivity against agreed on performance requirements;
- d) Ensure clear communication between all participants; and
- e) Identify opportunities or issues, assigning responsible individuals and dates for resolution.

6.2.1.1.2 Design Meetings

The DTL will co-chair the project design meetings with the NCCR to coordinate and review the activities of the Design Team. These meetings will occur at the project Site or NCC Offices, as determined by the NCCR in consultation with the CM and DTL.

The DTL will prepare and deliver the agenda, notice to invitees and minutes. The DTL will issue final meeting minutes within 2 Working Days of meeting. The DTL will create and maintain a database containing meeting action items and issues. The top five risks from this database will accompany the final minutes of each meeting.

Attendance at these meetings will vary in accordance with the stage of project design and usually include the Design Team, NCCR, CM, other Project Team members, or any entity or person contracted or employed by the Design Team for the specific services as identified by the DTL and according to the matter in question. The CM must prepare in advance of each meeting and be able to discuss in an open manner all project related matters that affect the CM's ability to support the project development or complete the project as approved.

The purpose of these meetings is to:

- a) Monitor project design progress against the approved scope and construction Cost estimates, and construction schedule;
- b) Ensure clear and efficient communication between all participants;
- c) Ensure effective design and DP prioritization and coordination;
- d) Identify opportunities or problem issues, assigning responsible individuals and dates for resolution;

and

- e) Ensure effective quality management, including integration of approval body requirements.

6.2.1.1.3 Construction Meetings

The CM must chair project construction meetings during the construction stage of each project, held either on the project Site or at the NCC Offices as agreed to by the NCCR.

The CM must prepare and deliver the agenda, notice to invites and minutes. The CM must issue the final meeting minutes within 2 Working Days.

The CM must create and maintain a database of action items and issues. This database forms part of the CM's risk management services. The top five risks from this database must accompany the final minutes of each meeting.

Attendance at these meetings will vary in accordance with the stage of project construction and usually include the Design Team, NCCR, CM, other Project Team members if required, or any entity or person contracted or employed by the Design Team or CM for the specific matter in question.

The purpose of these meetings is to:

- a) Monitor the progress and administration of the prioritized construction against the approved project scope, construction Cost estimate and construction schedule;
- b) Ensure efficient communication between all participants;
- c) Ensure effective construction coordination with Site and building operations;
- d) Ensure effective and efficient Site coordination of all design disciplines and Subcontractors and Suppliers;
- e) Identify opportunities or problem issues, assigning responsible individuals and dates for resolution; and
- f) Ensure effective quality management.

6.2.1.1.4 Technical and Submission Meetings

The DTL will chair additional meetings associated with technical subjects and submission reviews with the NCCR. The CM must attend these meetings and be able to discuss in an open manner project matters that affect the CM or delivery of the project.

Technical subject and submission meetings usually occur in the NCC Offices and include the DTL, Design Team specialists and disciplines relevant to the topic, the CM and NCCR. The DTL will prepare and deliver the agenda, notice to invitees, and minutes. The DTL will issue final minutes to all attendees within 2 Working Days of meeting.

Technical meetings will occur on an as-required basis, as determined by the DTL or NCCR. Submission meetings will coincide with all major design submissions (SD and DD) and with each DP submission. As part of its design management services, the CM must take a leading role in the review and assessment of design submissions, working with the Design Team and NCCR to advance project development. Where or when appropriate, the NCCR may combine Submission meetings with Constructability Workshops, which are defined later in this section.

6.2.1.1.5 Workshops

Various workshops will occur throughout all projects. Some projects will require unique workshops tailored

to the project, or stage of project development, other projects will not. Project control workshops will occur routinely throughout the Contract.

The CM must attend these workshops and be able to discuss in an open manner project matters that affect the CM or delivery of the project. Workshops include, but are not limited to:

- a) Subject Matter Workshops: These workshops are for technical design matters, project implementation strategies, and/or project challenges. The DTL will issue final workshop minutes within 2 Working Days of workshop, update the database containing action items and issues, and append the top five risks identified at the workshop to the final workshop minutes. Individual subject matter workshops may include:
 - i. Landscape architecture;
 - ii. Architectural lighting;
 - iii. Structural systems;
 - iv. Mechanical systems;
 - v. Electrical systems;
 - vi. Physical security and security systems;
 - vii. Information technology and multi-media systems;
 - viii. Acoustics; and
 - ix. Accommodation;
- b) Constructability Workshops: These workshops are for construction related matters as they relate to the design progress or Site conditions. Workshop discussion points could include Materials selection, Work sequencing, design prioritization, design completion status, design coordination, tender-ability, tender sequencing, or other matters that could influence the ability to build the Work. The CM must chair and take a leading role in conducting these workshops, which forms part of the CM's design management services. The CM must prepare and deliver the workshop agenda, notice to invites and minutes. The CM must issue final workshop minutes within 2 Working Days of workshop, update the database containing action items and issues, and append the top five risks identified at the workshop to the final workshop minutes.

Attendance at these workshops, as determined by the CM, may include the DTL, Design Team specialists and disciplines relevant to the discussion topics, and the CM's Superintendent, cost and risk management resources. The NCCR will attend all workshops. Workshops will typically be a half-day but will depend on the complexity of the discussion topics;

- c) Project Control Workshops: These workshops are to address project control matters (Cost and schedule) for each project, and for the overall NCC real property program. The primary workshop objectives are to promote open discussion of project control issues between the Design Team and the CM, and to ensure the Design Team and CM have the same basis on understanding for project Cost elements (inclusions, exclusions, assumptions, and basis of costing), schedule activities (design and construction), and activity durations.

The CM must chair and take a leading role in conducting these workshops, which forms part of the CM's cost and time management services. The CM must prepare and deliver the workshop agenda, notice to invites and minutes. The CM must issue final workshop minutes within 2 Working Days of workshop, update the database containing action items and issues, and append the top five risks identified at the workshop to the final workshop minutes.

The NCCR will organize separate workshops with the CM to discuss the overall program Cost and

schedule program;

- d) Risk Management and Lessons Learned Workshops: These workshops are to address program and project related risks and provide a form for ongoing learning and improvement of the NCC project delivery processes. The NCCR will chair and organize these workshops, prepare and deliver the workshop agenda, notice to invites and minutes. Workshops will typically be either a half-day or an entire day. Workshop discussion topics may include topics such as short, mid and long-term opportunities and risks, the cumulative effect of opportunities and risk, lessons learned at different project stages, and ways to reduce or eliminate workflow processes;
- e) Functional Program Workshops: These workshops are to address the functional, operational, and security requirements for project during their early planning, or validation of existing program information. The CM does not need to attend these workshops but must be aware of the status of this activity through minutes of the workshops and discussions with the Design Team. The CM must continuously review and understand the evolution of the functional program and SD per project and adjust the project construction estimate and schedule to reflect the functional program scope; and
- f) Value Engineering Workshops: These workshops are to address complex matters related to excessive project Cost or time. The goal of these workshops is to find alternative ways or means of obtaining value for money, while respecting the general intent of the project scope. The NCCR will chair and organize these workshops, prepare and deliver the workshop agenda, notice to invites and minutes. The Design Team and CM must actively participate at these workshops. The length of these workshops will be determined on a case-by-case basis, but are usually 1 to 3 Working Days per workshop.

6.2.1.1.6 Frequency of Meetings and Workshops

	Pre-design stage	SD stage	DD stage	DP stage	Construction and commissioning stages
Meetings:					
Program Meetings	Monthly				
Design Meetings	Weekly				Until all DPs are awarded
Construction Meetings	Every two weeks until project completion				
Technical Meetings	As required				Monthly
Submission Meetings	Monthly			Every DP submission	None
Workshops:					
Risk Management and Lessons Learned Workshops	Every 6 months				
Constructability Workshops	Monthly			Every DP submission	As required
Project Control Workshops	Monthly				

	Pre-design stage	SD stage	DD stage	DP stage	Construction and commissioning stages
Functional Program Workshops	To be determined per project			None	None
Value Engineering Workshops	None	To be determined per project		None	None
Subject Matter Specific Workshops	To be determined per project				

6.2.1.1.7 Project Response Time

The CM’s Key Individuals and those of its Subcontractors and Suppliers must be available to attend meetings or respond to inquiries within one-half Working Day, when practical.

6.2.1.2 Reporting and Site Documents

6.2.1.2.1 Monthly Report

The CM must prepare and submit for review by the NCCR, within 10 Working Days of Contract award, a sample of the CM’s report structure. If required, the CM must revise the reporting structure as required by the NCCR within 5 Working Days of receipt of the NCCR’s comments. The CM must use the reporting structure approved by the NCCR for monthly reporting to the NCCR. As each project progresses, the CM must revise the reporting structure if requested by and to the approval of the NCCR. The CM’s monthly reports must align with the plans described in section 6.2.2 b) and provide progress over the review period and challenges foreseen in the upcoming reporting period. In addition, the CM must:

- a) Provide a monthly invoicing summary, in accordance with GC5.16, “Invoicing”, which includes:
 - i. A detailed breakdown of the billing section by solicitation package and then itemized by Subcontractor and Supplier; and
 - ii. A comparison of all expenditures to date by solicitation package including all change orders to the original submission for each Subcontractor or Supplier with an estimated Cost to complete each solicitation, including contingencies, escalation, and other allowances/disbursements;
- b) Provide to the NCCR, a certified true copy (paper or electronic version) of the Superintendent’s daily logbook that documents all Work performed and includes associated photographs, and a record of the following:
 - i. Weather conditions, particularly unusual weather relative to Work in progress;
 - ii. Records of major materials and equipment deliveries;
 - iii. Summary of progress of the Work;
 - iv. Summary of major inspection and testing performed;
 - v. Unusual Site conditions experienced;
 - vi. Incidents of damage or loss; and
 - vii. Subcontractor and Supplier manpower reports generated from access control system or manual count as applicable to the Site
 - viii. Waste Management Audit.

- c) The CM must compile and submit the reports monthly at fixed submission dates as agreed between the CM and the NCCR. The CM must also concurrently submit cost and time management reports and cover the same reporting period. The delivery of a compliant monthly report is a pre-requisite for the CM monthly fees, Labour Costs, Plant, Material and equipment Costs, disbursement Costs, and Subcontract Costs to be due and payable as per the progress payment section of the Contract.

6.2.1.2.2 Decision Log

The CM must maintain a separate decision log for each project, recording participants, date and place of all decisions affecting Baseline parameters: scope, schedule, Cost, and quality. The CM must make the decision log available to the NCCR at any time.

6.2.1.2.3 Site Documents

The CM must always keep at the project Site records of all Subcontracts, samples, purchases, Materials, equipment, Drawings, Specifications, maintenance and operating manuals and instructions, and other Work-related documents, including revisions. The CM must make Site documents available to the NCCR at any time.

6.2.1.3 Submittals

The CM must ensure all solicitation packages mandate Subcontractors and Suppliers to provide the type and quality of submittal information required for the CM's review and certification, before submitting to the Design Team.

The CM must:

- a) Prioritize the preparation and submission of submittals to ensure critical path of each project schedule is maintained;
- b) Receive submittals from Subcontractors and Suppliers, establish and maintain tracking logs, verify all submittals for compliance, stamp them as such and, when non-compliant, require re-submission of said submittal;
- c) Submit CM verified and stamped submittals to the Design Team and the NCCR for their review;
- d) Review, discuss, record submittal problems as identified by the NCCR or Consultant, resolve the problem with the Subcontractor or Supplier, and resubmit;
- e) Monitor and record the progress of submittals review and notify parties designated for action and follow up;
- f) Ensure Subcontractors and Suppliers do not commence manufacture or order materials before the Design Team reviews and approves submittals;
- g) On Substantial Performance of each project, forward reviewed/as-commissioned submittals to the NCCR; and
- h) Verify that submittals include the project number and are recorded in sequence.

6.2.1.4 Record Drawings and Specifications

The Design Team must indicate the requirements for record Drawings and Specifications or as-built documents with each DP. The CM must, when applicable:

- a) Ensure that Subcontractors and Supplier are compliant with record Drawings and Specifications or as-built documents, as stipulated, and that the information is accurate;

- b) Collect and hand over to the NCCR at the end of each completed DP, a marked-up set of record Drawings and Specifications and as-built documents; and
- c) Participate in the review process with the NCCR and Design Team to optimize lessons learned feedback and suggest revisions to this process.

6.2.1.5 Security Screening

The Security Screening of Individuals includes the set of activities undertaken to ensure that all individuals who require access to government information, assets or facilities:

- undergo an examination of their trustworthiness and honesty, and, as appropriate, loyalty or reliability as it relates to loyalty to Canada before being granted access to sensitive government information or assets, or to government facilities without escort;
- obtain and maintain a security screening level that meets the security screening requirements of their position, job functions or access requirements;
- are made aware of the access privileges, limitations and prohibitions attached to their screening level, and of the sanctions associated with violations of these provisions (including but not limited to revocation or downgrade of their screening level), and
- are subject to revocation, temporary suspension or downgrade when warranted by violations of the provisions under which their screening was granted.

Security screening requirements include minimum security checks (as per GC policy) and may identify optional or supplemental checks to address specific requirements (e.g. field investigations, subject interviews, CSIS indices checks).

NCC clearances are produced by the NCC Corporate Security which is conducted in partnership with the RCMP and Canadian Security Intelligence Service (CSIS).

In cooperation with NCC Corporate Security, the CM must continuously coordinate all security-screening processes for the CM and for all the CM's Subcontractors and Suppliers.

The NCC Corporate Security will determine the security clearance level for each project and advise the CM prior to starting the project.

The NCC Corporate Security located at the second floor Corporate Security Office, 40 Elgin St. Ottawa, will be the central point of contact for all CM personnel security clearances. All personnel employed on this Contract and individual projects are subject to a security check and must conform to the security requirements stipulated in the Contract. Only personnel with a valid security clearance can provide services or Work for this Contract.

The CM must have a Company Security Officer (CSO) in charge of screening all CM personnel including any Subcontractors or Suppliers. This person must keep track of all applications, the status of each personnel, and follow up as required with the NCC Corporate Security.

If an applicant has a current valid clearance with the NCC, the Canadian Industrial Security Directorate (CISD), a branch of Public Services and Procurement Canada, or another Federal Department, the CSO must provide NCC Corporate Security with the applicant's complete name and date of birth.

If an applicant does not already have a valid security clearance, the applicant must complete security forms and submit to the NCC Corporate Security, through the CM's CSO.

Forward completed forms to NCC Corporate Security in original format. If forms are not complete, NCC

Corporate Security will notify the CM's CSO.

NCC Corporate Security evaluates results and makes decisions regarding security screening status in a manner that is fair, objective and respectful of individual rights, including privacy, and that meets GC and departmental standards.

6.2.1.5.1 Fingerprinting

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are dropped-off. Since July 1st 2016, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening. The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

6.2.1.5.2 Processing Time

The processing time to obtain a security clearance for Reliability, Site Access, Secret and Top Secret is 1 week to 6 months from the time the application is received by NCC Corporate Security.

The CM must be aware that processing time for applicants with out of country check and/or criminal convictions may take longer. An interview with such applicant may be required as part of the security clearance process. Subject interviews are being conducted in order to have enough information to provide a security assessment. Replacement or substitute personnel must undergo the process identified above.

6.2.1.5.3 Access to the Construction Site

The CM must:

- a) Issue a building security card to those who will access the Site with instructions to always wear this security card in plain view;
- b) Ensure that only those who have a CM security card can access the Site;
- c) Check all personnel daily to ensure personnel are always wearing the photo ID passes; and
- d) Conduct security clearance spot checks, record the results of spot checks (when, how many people checked, degree of non-compliance, if any), take corrective action with any person on the Site found in breach of security, and provide written reports to the NCCR of each spot check. The frequency of spot-checking must occur at least monthly, at irregular intervals, or more frequently if directed by the NCCR. An employer of an entity found in breach of these Contract security requirements may have their facility security clearance revoked. The CM must remove personnel without a security clearance from the project Site.

6.2.1.6 Site Security

The CM must provide security for all Sites until the Work is ready for its intended use.

The CM must develop and submit to the NCCR for review and approval a Site security plan(s) within 20 Working Days of Contract award. The CM must update the plan to meet new and changing Site or security requirements as Work progresses. The CM's Site security plan must include:

- a) A description of the processes for coordination of the Work and NCC operations;
- b) A description of the procedures for access to the Site including sign-in procedures and security clearance verification;
- c) A description of daytime, evening, and weekend security procedures for escorts to lockup, conduct surveillance, provide fire watches, and emergency procedures and responses;
- d) A description of all safety issues related to the Work or its Site as required by federal, provincial or municipal regulations;
- e) A description of the process for safeguarding of Protected/Classified components for reuse, recycling, or disposal;
- f) A description of the process for protection of materials, equipment, workmanship and, throughout the implementation of each project, any NCC or Client/User items installed before the asset is ready for use; and
- g) A description of the Site protocol the CM must develop and enforce, including provisions for but not limited to:
 - i. No carrying of audio players, radios or audio and video recording machines;
 - ii. Noise control;
 - iii. No parking on Site, as and when directed by the NCCR; and
 - iv. Due regard for the public's expectations with respect to conduct, language, and dress in public places (consider all spaces exterior of the Site to be public).

6.2.1.7 Coordination of Contractors Hired Directly by the NCC

The NCC will undertake from time to time activities and projects by the NCC's own forces or by other NCC contractors. These NCC activities and projects, within the CM's Site, may include the fit-up and installation of new works or on-going maintenance and repair of systems in or around NCC assets.

These NCC activities and projects are subject to the coordination and safety overview of the CM, as the Constructor. The CM must grant free access to the NCC or its contractors and ensure they understand all safety and security protocols prescribed by the CM. The CM must rigorously enforce its safety and security protocols.

6.2.1.8 Anticipated and Unanticipated Site Shutdowns

In addition to the usual statutory holidays in Quebec and Ontario, the CM must allow 5 Working Days per year of shut down of project Sites for unanticipated special events to take place in an unencumbered manner. The CM must also include 300 hours of Work stoppage per year for unforeseen shutdowns.

6.2.1.9 Noise, Vibration, Odors, Dust and Deliveries

The CM must plan and schedule all noise generating Work, all deliveries and waste removal to minimize the impact to ongoing operations. The CM must take steps to minimize noise, vibration, odours, and dust to neighbouring and adjacent occupancies including buildings, roadways, parks, and recreational areas and comply with the Work restrictions plan approved by the NCCR. The NCCR's decision will be final on whether the Work is causing excessive noise, vibration, dust, or odours.

6.2.2 CM Planning

The CM must:

- a) Prepare, submit, maintain/update and implement a construction management plan (CMP) governing the CM's activities, as well as the effective management of the CM's resources;
- b) The CM's CMP must include at least six distinct plans:
 - i. Design management plan;
 - ii. Quality management plan;
 - iii. Cost management plan;
 - iv. Time management plan;
 - v. Risk management plan; and
 - vi. Human resource management plan;
- c) The CM must submit for each of the plans:
 - i. An initial proposed layout, format, template, samples including table of contents for review by the NCCR within 30 Working Days of Contract award;
 - ii. A draft addressing all issues raised by the NCCR on the initial layout and format for review by the NCCR within 20 Working Days of the acceptance of the plan layout and format; and
 - iii. A final for acceptance by the NCCR within 20 Working Days after receiving NCCR's review comments on the draft.

The CM's plans must clearly detail how the CM will manage, Monitor, report on, and control its services during the implementation of the Contract.

Once the NCCR accepts the final plans, the CM must implement each plan and submit monthly CMP updates reflective of projects approved or underway, including updates to all sub-plans.

The CM must routinely discuss with the NCCR the contents and implementation of each of the plans, the monthly updates, and take the necessary actions as may be required to address any concerns raised by the NCCR.

6.2.2.1 Design Management

The CM must develop, implement, and maintain a design management plan specific to this Contract to document the CM's processes of ensuring that all aspects of project designs produced by the Design Team are analyzed, prioritized and thoroughly understood by the CM.

The CM's design management plan must include, but is not limited to:

- a) A description of how the construction Work will be defined, developed, verified and controlled;
- b) A description of the approach and methodology of how design information from the Design Team will be obtained, analyzed, and disseminated through the CM's team, as well as the CM's internal control processes;
- c) A description of the approach and methodology for identifying, prioritizing, and sequencing individual design elements or groups of design elements of the Design Team's production into DPs, balancing the Design Team's design effort versus splitting DPs for tendering as smaller Work packages, and creating a logical construction Work breakdown structure for the Project Team to understand;
- d) A description of the approach and methodology for analyzing Design Team's design submissions, design information, including the assessment of design completeness and the ability to construct the

- proposed design;
- e) A description of the approach and methodology for analyzing the coordination of each discipline of the Design Team as it relates to the scope the CM has prioritized for each DP, or the overall design, for proper scope cross-referencing and ability to competitively source;
 - f) A description of the approach and methodology for determining how individual elements (end devices, Material quantities, etc.) within DPs, while not completely reflective of the final design requirement, will be properly identified and quantified to ensure value for money when competitively sourcing, limiting post-solicitation changes to the Work;
 - g) A description of the approach and methodology for how to engage Subcontractors and Suppliers for design assist services;
 - h) A description of the approach and methodology of how alternative building materials, or construction methods will be considered and how life-cycling analysis will factor into the analysis of the Design Team's submissions;
 - i) A subsection on the NCC Team, including processes that validate project scope and/or that impact the CM's services or Work.

6.2.2.2 Quality Management

The CM must develop, revise when required, and implement a quality management plan specific to the Contract and consistent with the provisions of ISO 9001.

The CM must continuously adhere to the Contract-specific quality management processes for the duration of the Contract and:

- a) Ensure that quality problems with the CM's services or construction are eliminated and to respond and correct, in a timely and effective manner, all issues as they occur;
- b) Ensure the quality of the processes used to manage and create the deliverables; and
- c) Validate and complete the program and project deliverables with an acceptable level of quality.

The CM's quality management plan must include, but is not limited to:

- a) A strategy to manage all CM deliverables and processes subject to quality review;
- b) A description of the approach and methodology for the day-to-day execution of the quality management plan, describing who, how many resources, the scope of their mandate and responsibilities, and where these services will occur (e.g. on the Site, in the project office, etc.);
- c) A description of the approach and methodology for developing and maintaining documentation standards, benchmarks, and timeframes (both submission and review by the CM) for analyzing, validating, commenting on, approving or rejecting submittals of any type, notices, or any other document from the NCCR, Design Team or the CM's Subcontractors and Suppliers;
- d) A description of the approach and methodology for developing, managing, and maintaining a searchable database for all quality management matters, referencing the Work breakdown structure of the CM's time and cost services;
- e) A description of the approach and methodology for preparing and issuing quality management documentation and reports;
- f) A description of the approach and methodology for quality management awareness training of the CM's personnel;
- g) A description of the approach and methodology for commissioning projects and seasonal commissioning;
- h) A description of the approach and methodology for facilitating quality inspections by the Design

Team, technical authorities, and others as authorized by the NCCR; and

- i) A subsection on the NCC Team, including elements that impact the CM's services or Work or if the CM's services impacts the work of the other members of the NCC Team.

6.2.2.3 Cost Management

The CM must develop, implement, and maintain a construction Cost management plan and Cost control system specific to this Contract.

The CM's construction Cost management plan must include, but is not limited to:

- a) A description of the approach and methodology for the identification and management of construction Costs, include the role of the Design Team and NCCR;
- b) A description of the approach and methodology for contingency identification and quantification, conditions and authorization for usage, and documentation and notification processes;
- c) A description of the approach and methodology for analyzing positive and negative activity durations and their impact on construction Costs;
- d) A description of the approach and methodology for the CM's assessment and validation of Cost estimates for competitive sourcing, contemplated change notices, and change orders, submitted by potential or actual Subcontractors and Suppliers;
- e) A description of the approach and methodology for the CM's assessment and validation of Cost impacts of potential or actual claims submitted the Subcontractors and Suppliers;
- f) A description of the CM's involvement and its approach and methodology to value engineering;
- g) A subsection on the NCC Team, including elements that impact the CM's services or Work or if the CM's services impacts the work of the other members of the NCC Team.
- h) An explanation of the processes to control Costs for the Work, including processes for identification, authorization and reallocation of contingency and risk per expense category.

6.2.2.4 Time Management

The CM must develop, implement, and maintain a time management plan and time control system specific to this Contract. The CM's time management plan must include, but is not limited to:

- a) A description of the approach and methodology for the identification and management of construction and commissioning schedules, including the role of the Design Team and NCCR;
- b) A description of the approach and methodology for establishing durations per activity;
- c) A description of the approach for quantification and management of Float per activity, including how, when and who will authorize the reallocation of Float within the overall construction schedule per project;
- d) A description of the approach and methodology for analyzing the Design Team's production and impacts to competitively sourcing and construction operations;
- e) A description of the approach and methodology for establishing, Monitoring, and controlling Subcontractor and Supplier Work productivity requirements;
- f) A description of the approach and methodology for the CM's assessment and validation of time impacts of potential or actual claims submitted by the Subcontractors and Suppliers; and
- g) A subsection on the NCC Team, including elements that impact the CM's services or Work or if the CM's services impacts the work of the other members of the NCC Team.

6.2.2.5 Risk Management

The CM must develop and implement a risk management plan for Work that is specific to this Contract. The purpose of the risk management plan is to identify the processes and methodologies for opportunity and risk identification, qualification and management within the CM's risk registry.

The CM's risk management plan must include, but is not limited to:

- a) A description of the approach and methodology for developing a risk registry including when, how and by who data will be integrated into the registry;
- b) A description of the approach and methodology for the quantification of opportunities and risks;
- c) A description of the approach and methodology for determining, applying, and reassessing the probability of occurrence per risk registry element;
- d) A description of the approach and methodology for determining how, when and by who opportunities and risks are relevant, including how the opportunities and risks will be included, tracked, and archived in the risk registry;
- e) A description of the approach and methodology for establishing, implementing, and managing a claims avoidance program;
- f) A subsection on the NCC Team, including elements that impact the CM's services or Work or if the CM's services impacts the work of the other members of the NCC Team; and
- g) A description of the approach and methodology for how, when and to who lessons learned are disseminated, including the timing and frequency of follow-ups to validate the lessons learned are being applied in the application of the Work and the CM's services.

6.2.2.6 Human Resource Management

The CM must develop and implement a human-resource management plan specific to this Contract. The purpose of the human-resource management plan is to document the deployment of appropriate human resources with the necessary skills, identify resource training if any gaps in skills exist, define team-building strategies, and describe effective management of team activities throughout the Contract.

The CM's human resource management plan must include, but is not limited to:

- a) The roles and responsibilities of the CM's team, including expected resourcing levels per area of expertise to meet the requirements of the project throughout the Contract;
- b) CM team organization charts and how positions interact/relate to other members of project teams;
- c) A staffing plan to include:
 - i. How and when resources/skills will be deployed;
 - ii. Timeline for resources/skill sets;
 - iii. Transition period required for succession of all positions;
 - iv. A forward-looking work plan reflective of all CM services required over the next 6 month, 12 month and 24 month periods that considers succession; and
 - v. How project information will be transferred to new personnel;
- d) Any other human resource relevant information about the provision of the CM's services for the Contract; and
- e) A subsection on the NCC Team, including elements that impact the CM's services or Work or if the CM's services impacts the work of the other members of the NCC Team.

6.2.3 CM Implementation

6.2.3.1 Scope Management

When a change to a project is identified, the Design Team will prepare and issue a Contemplated Change Notice (CCN). The CM must prepare an indicative Cost estimate breakdown that itemizes all Labour Costs, Plant, Material and equipment Costs, and Subcontract Costs and submit to the NCCR and the Design Team for review and approval.

The CM must validate and document that all prices included in the Cost estimate breakdown, including the Costs, mark-ups and profit of Subcontractors and Suppliers, are correctly calculated, fair, and reasonable. The CM must completely vet Subcontractor and Supplier quotations for scope and pricing accuracy before forwarding to the NCCR and Design Team. If a CCN necessitates a change in the Contract completion date or has an impact on the Work in whole or part, the CM must identify, estimate, and include the resulting impact Cost in the breakdown at the time of submitting the quotation to the NCCR and the Design Team.

The Design Team will review the indicative Cost estimate prepared by the CM and provide the NCCR with a recommendation of its reasonableness, before the NCCR authorizes the change.

6.2.3.2 Design Management General

The CM must provide design management services to manage the overall design process of each project, but not coordinate the work product, nor ensure that the design is technically compliant, which remains the role and responsibility of the Design Team. As part of these design management services, the CM must review and participate in the scope of definitions and deliverables for each project. The CM must:

- a) Implement the approved design management plan as per section 6.2.2.1 - Design Management of these ToR;
- b) Understand all NCC reference documentation provided by the NCCR and their potential implications from a constructability, Cost and time perspective. Review with the NCCR and Design Team items of concern or potential gaps of information on an ongoing basis;
- c) Review and influence the overall program scope and prioritization of projects in order to complete the maximum Work possible within the fiscal year, while respecting approved funding and cash flow;
- d) Analyze changes in NCC priorities as and when they occur. Provide recommendations to the NCCR to ensure optimal flow of Work. Obtain the NCCR's approval to implement changes to the Work;
- e) Review and influence the design of projects to eliminate competitive sourcing issues and constructability issues;
- f) Provide Cost and scheduling input and supporting project design concepts throughout the entire design process;
- g) Define the Design Team's project submission format, number of DPs, and the prioritization as to when the DPs are required to achieve the shortest overall construction period and maximum Cost control;
- h) Provide input to the Design Team on what aspects of project scope must be included in each DP. Inform all members of the Project Team of what and when parts of the overall scope are being competitively sourced and what parts of the scope remain un-designed, and where in the overall construction estimates the parts are allocated;
- i) Maintain project design process control without limiting creativity, but at the same time challenging design assumptions or scope;
- j) Understand the requirements, implications, and construction issues related to proposed

- sustainability requirements. Participate in the development process to identify opportunities to achieve sustainability objectives and continue to support Design Team (scope, Cost, time, risk analysis) throughout each project;
- k) Clearly define and make known well in advance to the Design Team and NCCR the intermediate and final dates for the submission of DPs;
 - l) Understand the technical requirements of the scope and ensure that technical reviews, presentations, and submissions take place at key intervention points within the design process;
 - m) Provide design management services, which includes:
 - i. Value engineering and analysis of options;
 - ii. Maintenance and life cycle Cost analysis;
 - iii. Design coordination or supplemental design services when requested by the NCCR;
 - iv. Constructability analysis;
 - v. Development of options to reduce Cost and construction duration;
 - vi. Scope of Work development, Work and commissioning procedures and detailed specifications for all DP's;
 - vii. DP development and competitive sourcing;
 - viii. Input to Cost estimates;
 - ix. Input to construction sequencing and construction durations;
 - x. Identify resources and recruitment; and
 - xi. Input to procurement;
 - n) Participate in the resolution of the design, planning and coordination issues; and
 - o) Comply with NCC processes.

6.2.3.3 Review of Design Submissions and Design Packages

The CM must:

- a) Participate in meetings, presentations, and workshops. Verify and report on the accuracy of meeting minutes;
- b) Provide advice to the Design Team and the NCCR on design scheduling, Cost control, construction phasing, Site security and Site safety. Recommend alternative solutions whenever design details adversely affect construction feasibility or schedules;
- c) Provide suggestions and/or alternatives for Cost reductions or acceleration of the project schedule;
- d) Review all SD, DD and DPs submissions and report/advise on:
 - i. Coordination, completeness, and ability to construct the proposed design;
 - ii. Proper cross-referencing of the scope and ability to competitively source;
 - iii. Scope elements (end devices, etc.) not finalized in the design are adequately summarized within DPs to ensure competitive sourcing;
 - iv. Temporary building and municipal components and systems, temporary protection, shoring, bracing, underpinning, construction monitoring (structural, geotechnical, heritage, environmental, and other services) are properly detailed, including the need to adjust, move, maintain and remove as the construction advances or is completed;
 - v. Commissioning, training, and detailed performance verification requirements are reflective of the approved commissioning plan and are completely and correctly detailed;
 - vi. Delivery instructions for facilitation of Site access, health and safety, and security;

- vii. Specific installation plans showing Site delivery, path of travel, and final installation locations. Identify issues of Site access, paths of travel, times/periods of delivery, and potential overlaps of Work in select areas, which must be accounted for within the installation requirements and coordinated with the construction schedule;
 - viii. If construction access restrictions apply, protection or Site requirements must be included; and
 - ix. All other requirements to implement the construction are properly included;
- e) Refer all questions about interpretation of the documents prepared by the Design Team back to the DTL. In the event of continuing interpretation difficulties, the CM must refer the issue with all required background material to the NCCR for resolution and the NCCR's interpretation will be final; and
- f) Participate in value engineering workshops and provide advice and recommendations for the proposed designs as to their ease of installation, Cost, availability, suitability, robustness, constructability, etc. and make suggestions for potential alternatives based on life cycle and sustainability objectives.

6.2.3.4 Quality Management

The CM must:

- a) Implement, daily, the approved quality management plan, as per section 6.2.2.2 - Quality Management of these ToR;
- b) Arrange for testing services as required, which may include concrete testing, compaction testing, vibration, acoustics, air monitoring, etc.;
- c) Carry out all parts of the Work using only qualified licensed workers in accordance with the requirements prescribed by the Province of Quebec or Ontario, as applicable to the Place of the Work, respecting worker's vocational training and qualification;
- d) Permit employees registered in provincial apprenticeship programs to perform specific tasks only if under direct supervision of qualified licensed workers;
- e) Determine permitted activities by apprentices, based on level of training attended and demonstration of ability to perform specific duties;
- f) Perform detailed Site surveys of existing conditions immediate after excavation or demolition Work to capture as-found conditions of the asset and Site elements and accurate dimensioning of elevations, excavations, openings, beam and column sizes and locations, door and window openings, floors and ceilings elevation, etc., to ensure the accuracy of asset and construction information; and
- g) Provide the as-found surveyed information to the NCCR and Design Team for the Design Team's revision updating of the design, as required for proper construction implementation.

6.2.3.5 Cost Estimating, Monitoring and Control

6.2.3.5.1 Overview

- a) NCC will:
 - i. Provide the overall master Cost plan and continual direction to the Design Team and the CM on all matters of program and project scope to ensure the program and projects are maintained with the approved budget;
 - ii. Review all aspects of the CM's estimates, or partial estimates, on a continuing basis;

- b) The CM must:
- i. Plan, estimate, monitor and control the Costs of the Work of each project and the overall program;
 - ii. Implement, daily, the approved cost management plan, as per section 6.2.2.3 - Cost Management of these ToR;
 - iii. Build to the approved estimate of the Work established or revised by the NCCR as each project progresses;
 - iv. Control ongoing construction Costs;
 - v. Continually analyze and report to the NCCR on the Design Team's design ideas and design submissions as well as the construction itself; and
 - vi. Prepare and provide to the NCCR a monthly status report and summary of opportunities to reduce Cost and design pressures and risks that may raise the construction budget of individual projects or the overall program. Cost opportunities and risks must be accompanied with a management plan to ensure that maximum savings are realized and risks are mitigated;
- c) The Design Team must:
- i. Design to the approved construction budget, established or revised by the NCCR as the project progresses;
 - ii. Consider the recommendations of the CM with respect to overall Cost management;
 - iii. Provide risk analysis;
 - iv. Provide input to and comment on the CM's overall Work cost plan and estimates, life cycle costing (LCC) analysis and VE throughout each project;
 - v. Attend meetings and workshops with the CM and NCCR.

Cost control workshops will occur monthly with the NCCR, CM and the Design Team to seek the input and comment from the CM and Design Team on all aspects of project Costs. The CM's proposed construction methodology and implementation are essential discussion topics for each workshop and at all project meetings. The Design Team will play an active role to test and challenge the validity of the CM's construction estimate assumptions, inclusions and exclusions, ensuring the construction estimate reflect the progression of the design at the time of the workshop and future scope pressures as they become evident through project meetings and discussions.

6.2.3.5.2 Details

The CM must plan, develop, update, and maintain construction Cost estimates per project and for the overall program for the duration of the Contract. Estimates must be holistic and broken down into major sub-elements and numerous sub-elements, by project and by portfolio. The total construction estimate per project must form the preliminary construction Cost Baseline.

The CM must take the estimate format developed by the NCC and adapt the format as the basis to present the CM's Cost planning, estimating and control data. The Cost estimate must include the revision and presentation of Cost data with differing degrees of information. For example, a highly detailed format with extensive support documentation is required for annual reporting or presentation to executives. A less detailed format is required for monthly reporting.

The CM must:

- a) Plan, estimate and submit to the NCCR a detailed request for expenditure authority (EA) for preliminary general expenses (Division 1) immediately after obtaining project approval. These

- expenses are essential to advance and manage the overall planning and analysis and initial mobilization of the CM of approved projects;
- b) Prepare preliminary construction estimates for the various projects within the NCC's mandate, and the overall annual program of Work. Provide the estimates in a format agreed to by the NCCR and:
- i. Detail all major components per project and provide a detailed breakdown of the necessary general expenses to administer the construction, breaking the presentation of these expenses down into short, medium, and longer projections;
 - ii. Include separate design and construction contingencies. Once a sub-total for construction is established, include a construction escalation contingency. Include a detailed listing of all estimate inclusions, exclusions, and assumptions. Provide a detailed basis of Cost narrative on the methodology employed in developing the estimate;
 - iii. As a separate volume from the preliminary estimate, provide a detailed summary of the various components of the CM's fees. Delineate the various parts of the fee structure, additional personnel, and Site personnel. Sub-total the fee elements and indicate escalation as a separate element, before presenting the total fee breakdown; and
 - iv. Submit to the NCCR within 60 Working Days of Contract award;
- c) Following the format established with the preliminary construction estimate but with a progressive increased level of detail, prepare formal and detailed whole Work estimate submissions, per project, at indicative (+/- 20% class D, or +/- 15% class C) and substantive (+/- 10% class B, or +/- 5% class A) levels based on the status of the design elements, as outlined below, and:
- i. Prepare and submit complete and formal estimates of all the Work per project to the NCCR within four weeks, sooner if possible, of receiving SD (indicative estimate) DD (substantive estimate) design submissions. The 100% SD estimate will be the first Baseline estimate for the Work of each project, which all future Cost analysis and measurement must be compared against. The 100% DD estimate will be the updated Baseline estimate for the Work of each project; and
 - ii. As a separate volume from the construction estimate, provide a detailed summary of the various components of the CM's fees;
- d) For each DP, develop and submit to the NCCR within three weeks of receipt of the DP, or sooner if possible, comprehensive construction estimates:
- i. Include separate design and construction contingencies reducing in scale as the design progresses. Once a sub-total for construction is established, include a construction escalation contingency, and include a detailed listing of all estimate inclusions, exclusions, and assumptions. Provide a detailed Cost narrative on the methodology employed in developing the estimate;
 - ii. As a separate volume from the construction estimate, provide with the 90% and 100% estimates a detailed summary of the various components of the CM's fees clearly delineate the various parts of the fee structure, additional personnel and Site personnel that are proposed to change because of DP implementation. Sub-total the fee elements then indicate escalation as a separate element, before presenting the total fee breakdown; and
 - iii. Update the overall Work estimate for each project with the detailed estimate for each successive DP. Ensure the overall design, construction and escalation contingencies are reallocated to reflect their revised values;
- e) On an ongoing basis and throughout the design and construction of the Work, per project, analyze all elements of the design and the potential impact of changes discussed at meetings, contained in approval submissions, that arise from design omissions or development, Site conditions, Supplier

problems, or any other source of information related to scope development or project implementation. Assess for potential Cost pressures and opportunities for Cost reduction. In support of this analysis:

- i. The NCCR will hold cost workshops with the CM and Design Team. On completion of each workshop, the CM must further analyze and assimilate all information discussed and update the construction Cost estimate and all inclusions, exclusions, and assumptions. The updated Work Cost estimate, or relevant parts, will be provided to the Design Team and NCCR within 5 Working Days of the cost workshop, or as agreed to by the NCCR; and
 - ii. CM must provide the NCCR a preliminary impact analysis within 5 Working Days of receipt of notice for any change (i.e. contemplated change order, supplemental instruction, or site instruction that may attract Cost or extension of time that has a potential Cost impact);
 1. With the preliminary impact analysis, the NCCR will confirm to the CM and Consultant if the proposed change will or will not proceed; and
 2. If the proposed change is to proceed the CM must provide a detailed impact analysis to the NCCR with 10 Working Days, or within a period agreed to by the NCCR, that considers all potential Cost elements including the Cost of time to implement the change and potential Cost and time impacts to other Subcontractors and Suppliers;
- f) Prepare and maintain accurate cash flow projections per project and the overall program inclusive of all equipment, Materials and Subcontractor and Supplier personnel and submit to the NCCR monthly. The CM must:
- i. Assess design progress and construction productivity on an ongoing basis;
 - ii. Understand in detail the sequencing and durations of all design and construction and commissioning activities and their degree of completion, as well as their impact to achieving approved project Milestones; and
 - iii. Update construction Costs as the design and construction progresses;
 - iv. Analyze actual construction expenditures against expected performance to a level of detail acceptable to the NCCR;
 - v. Forecast construction and, as a separate volume CM fees:
 1. In detail to the end of the NCC's fiscal year (March 31), with a forecast accuracy of +/- 5 % by November 30th of each year; and
 2. Annually to completion of the Contract; and
 - vi. Provide a detailed narrative explaining the expenditures to date and those forecasted for the upcoming month, quarter, and each remaining year to Work completion, including all assumptions and analysis considered;
- g) Incorporate into Cost estimating process and Cost estimates a broad range of techniques, including:
- i. Allowances: Include and identify separate design, construction, escalation, and currency exchange risk allowances that are reasonable considering the estimate accuracy;
 - ii. Risk Analysis: Develop a risk register and allowances relating specifically to residual value of identified risks;
 - iii. LCC: Prepare and submit analysis of different life cycle Cost options as appropriate for building components and systems. Use all available information in the market place to ensure that the estimated construction Cost (on which design and construction decisions must be made) is respected. In advance of performing LCC, seek input of the Design Team and obtain the approval of the NCCR for the LCC methodology/calculation format, including the type of life cycle Cost information for use, and alternative materials, building components and building

- systems for consideration; and
- iv. VE: Provide information on alternative products, construction methods or sequencing and assess these against the proposed design. Assist the Design Team to refine the design, incorporate alternative products and/or construction methods to achieve the best design solution that remains within the overall construction estimate;
- h) Notify the NCCR if the lowest compliant submission for any DP differs significantly from the CM's class A estimate.

6.2.3.5.3 Deliverables

The CM must:

- a) Report Cost data in the agreed format on a monthly, quarterly, semi-annual and annual basis, including detailed quantitative and qualitative analysis against the first and updated Baseline construction Cost estimates with variances that is reflective of the actual construction to date and projected Work of projects to their completion. Reports must range in detail from high level Cost information intended for executives to highly detailed reporting for auditors. Monthly reports must contain as a minimum:
 - i. An outline description of overall estimate and status;
 - ii. A narrative including inclusions, exclusions. and assumptions;
 - iii. A description of information obtained and used in the preparing the estimate;
 - iv. A description for the basis for contingency and escalation calculations;
 - v. An estimate summary in the agreed format;
 - vi. An estimate back-up including details;
 - vii. A commitment summary identifying committed and uncommitted funding;
 - viii. A detailed expenditure analysis and summary;
 - ix. A scope change summary including the nature, reason, and total Cost impact of all identified and potential changes affecting the estimated construction Cost;
 - x. An identification of Cost overruns and under runs including the nature, the reason, and the total Cost impact of all identified and potential Cost variations;
 - xi. A Work cost plan, trend analysis with discussion of impacts influencing future forecasts;
 - xii. A risk analysis of both direct and indirect Costs (i.e. escalation, etc.);
 - xiii. An options analysis identifying the nature and potential Cost effects of strategies to ensure each project remains within the estimated construction Cost;
 - xiv. Complete indicative or substantive construction estimates reflective of the level of design progress for each SD, DD, and DP submission, incorporating estimate information into the overall construction estimates;
 - xv. Accurate cash flow projections for each project and the overall program of Work;
 - xvi. A listing of change notices and change orders for each Subcontract; and
 - xvii. Any other relevant information;
- b) Report cost of the estimated value of services rendered, not yet invoiced, by Task Authorization as at the last day of every fiscal quarter, by the 15th of the last month of every fiscal quarter;
- c) Respond to comments from the NCCR within 2 Working Days of request, sooner if the request is urgent; and
- d) Differentiate between local, regional, national and international sources. Identify Cost elements not

applicable to escalation.

6.2.3.6 Time Scheduling, Monitoring and Control

6.2.3.6.1 General

The CM must:

- a) With the input of the Design Team, plan, schedule, Monitor and control the Work required to complete each project as approved;
- b) Implement, daily, the approved time management plan, as per section 6.2.2.4 - Time Management of these ToR;
- c) Methodically plan, schedule, Monitor and control project design submissions, as well as solicitation durations and addendum periods. The CM must consider the review periods for design submissions.

6.2.3.6.2 Overview

- a) NCC will:
 - Provide the overall program of Work master schedule and continual direction to the Design Team and the CM on all matters of time management to ensure the overall program and individual projects are maintained within the approved timelines;
- b) The CM must:
 - i. Plan, schedule, Monitor and control the Work of each project and the overall program;
 - ii. Plan, schedule and monitor the dates for each of the Design Team's design submissions, which will ensure the optimal sequence of Work to achieve the shortest overall construction period and maximum design and construction Cost control;
 - iii. Include ongoing planning and scheduling analysis of the Design Team's design ideas and design submissions as well as the Work itself;
 - iv. Analyze and report on the Design Team's design progression;
 - v. Plan, schedule, Monitor and control Subcontractor and Supplier pre-qualification solicitations, which must be closed, bids analyzed and short-listed firms ready for competitive sourcing before the completion of each DP;
 - vi. Prepare and provide to the NCCR a monthly status report and a summary of opportunities to reduce Work sequence durations or reorganize tasks with the objective of managing project risks. The CM must track and report on opportunities and risks within the Work schedule; and
 - vii. Integrate the Design Team's design schedules into the overall Work schedule, allowing the CM to comprehensively understand schedule, Monitor and control impacts of early or later finishes of design or Work activities;
- c) The Design Team must develop:
 - i. A detailed design schedule for the activities associated with the Design Team's services, based on the Work priorities and scope sequence provided by the CM; and
 - ii. A monthly report and a summary of opportunities to reduce design durations or reorganize design activities with the objective of managing project risks.

6.2.3.6.3 Planning and Scheduling

- a) The CM must plan, schedule, Monitor and control the sequencing of the design, as well as plan, Monitor, measure, and control the performance measurement of the Work. For all aspects of the design and Work, the CM must, on an ongoing basis:
 - i. Plan, schedule, Monitor and control activities related to the overall program and each project;
 - ii. Consult with the NCCR and Design Team;
 - iii. Define CM activity performance/productivity requirements, measure and analysis the actual performance/productivity, and implement corrective action if performance/productivity do not meet requirements established in the Construction Management Plan when required;
 - iv. Load, to the extent possible, Materials, equipment, and workforce requirements in schedules; and
 - v. Prepare customized reporting as required by the NCCR.
- b) The CM must also plan, schedule, Monitor and control commissioning, seasonal commissioning, and warranty period inspections, testing and repairs.

6.2.3.6.3.1 Detailed Activities

The CM must:

- a) Analyze in detail the initial schedule of each project as prepared by the NCCR and confirm in writing to the NCCR the CM's understanding of specific activity relationships, durations, interdependencies, and sequencing for:
 - i. Investigation Work, if any;
 - ii. DP submission and review processes for each design submission;
 - iii. Dependencies on investigation Work or other linkages with the start of construction; and
 - iv. Construction that maintains existing operations or public use;
- b) Prepare a comprehensive Baseline network diagram of the Work of each project, including its relationship and dependencies with the design, schematically displaying the detailed and logical relationships of all activities that must be accomplished to satisfy the objectives of each project;
- c) Include reasonable time contingencies that reflect the degree of project complexity and historical weather-related work-stoppages;
- d) Ensure critical activities are no greater than 10 Working Days in duration. A critical activity is one that has less than 5 Working Days of Float. Clearly identify all predecessor, successor, and dependent activities. Indicate Float per activity. Do not use relationship lags, but instead, use activities to mark the delay between the completion of one activity and its successor (e.g. indicate curing of concrete as an activity and not as a lag to another activity);
- e) Prepare detailed, summary and master schedules (network logic diagrams and bar charts) for all Work and its design elements for the overall program, inclusive of all current and planned projects. Indicate the Critical Path for the overall program. Advise the NCCR of project dependencies or constraints and suggest methods to optimize the delivery of the overall program each year, and over multiple years as appropriate;
- f) Establish a productivity/performance measurement and reporting methodology for the approval of the NCCR, including:
 - i. The status of the design and the design progress;
 - ii. The complete status of the Work per project in all parts of the Site and remote Sites;
 - iii. A productivity/performance measurement framework and ensure Subcontractor and

- Supplier include performance measurement requirements and processes/consequences for non-performance or poor productivity;
- iv. The management and summary of Subcontractor and Supplier productivity/ performance;
 - v. The Monitoring and documentation of positive and negative productivity/ performance and quality of the design and Work of each project. Take immediate action to resolve poor productivity/performance or quality and:
 - 1. Inform the NCCR and the Design Team in writing immediately of any productivity/performance issue that places the completion of a Subcontract, or parts of a Subcontract, at risk and where a successor or dependent relationship to other Subcontracts, or parts of Subcontracts, is at risk;
 - 2. Recommend to the NCCR and Design Team actions to mitigate the performance/productivity issue to ensure the Work remains within the estimated construction Cost and duration;
 - 3. Implement the mitigation measures and follow-up to validate and document the mitigation measures have corrected the performance/ productivity issue;
 - 4. If the mitigations measures do not correct the performance/ productivity issue, immediately advise the NCCR and Design Team, recommending alternate mitigation measures;
 - 5. Implement the alternate mitigation measures and follow-up to validate and document the mitigation measures have corrected the performance/ productivity issue;
 - 6. If the alternate mitigations measures do not correct the performance/ productivity issue, immediately advise the NCCR and Design Team; and
 - 7. Explore options to remove the Work from the Subcontractor or, Supplier. Document all actions, decisions and advise the NCCR and Design Team in a subcontractor productivity report on the progress to obtain a competent substitute Subcontractor or Supplier. Ensure the project schedule is not compromised;
 - g) Structure Subcontractor and Supplier Subcontracts to gather the required human resource, Material, equipment and schedule information for ongoing analysis and compilation by the CM. Work closely with Subcontractors and Suppliers to ensure their resource commitments meet the specific sequencing and related schedule requirements of each project.
 - h) Following consultation with the NCCR and the Design Team, incorporate the sequence and timing of the required key functional program and decisions into the detailed schedule of projects. For all projects include the design durations, interim and final design submissions with their related review and comment processes, pre-qualification processes, bid calls, bid evaluations, Subcontract awards, construction activities, commissioning, etc. in all schedules and;
 - i. Inform the Design Team and NCCR of possible constraints to construction operations and discuss potential alternate Work flows;
 - ii. Revise the sequence of activities to ensure viable Work flows; and
 - iii. Ensure Work sequencing is properly reflected in all solicitation packages;
 - i) Monitor, update and maintain the overall program and each project schedule. Reassess activity duration and analyze activity sequencing weekly or more frequently as design options are being evaluated. Evaluate the interdependencies of the various Work and design elements and the impact these elements may have on others. Recommend to the NCCR and Design Team areas of optimization to achieve the shortest overall Work duration per project;
 - j) Provide the NCCR a preliminary schedule impact analysis within 5 Working Days of receipt of notice

for any change (i.e. contemplated change order, supplemental instruction, or site instruction that may attract Cost or extension of time that has a potential Cost impact):

- i. With the preliminary impact analysis, the NCCR will confirm to the CM and Design Team if the proposed change will or will not be accepted from a technical basis; and
 - ii. If the proposed change is to proceed, the CM must provide the NCCR a detailed schedule impact analysis with 10 Working Days, or within a timeframe agreed to by the NCCR. The CM's impact analysis must consider all potential Cost elements, including the Cost of time to implement the change and potential Cost and time impacts to other Subcontractors and Suppliers;
- k) Provide comprehensive schedule analysis as a part of each VE workshop;
- l) Identify items or processes where long lead times are required that could jeopardize the construction delivery. Recommend items to pre-purchase (Material, machinery, equipment, supplies) and implement procurement methodologies to ensure timely delivery to meet the schedule; and
- m) Assess all risks to the schedule including early or late delivery of DPs, Material, equipment, and the Design Team's and CM's services per project and provide the NCCR options to mitigate or optimize the schedule.

6.2.3.6.4 Deliverables

The CM must:

- a) Provide detailed, summary and master schedules of the overall program and for planned and approved projects to the NCCR within 30 Working Days of Contract award. The CM must revise and resubmit as required for the approval of the NCCR. The CM must resubmit monthly updates to the NCCR with each monthly report in a format acceptable to the NCCR and include:
 - i. Monthly schedule update, a separate two-month look-ahead schedule of major or important Work and design activities including Work, design or other activities that are anticipated to start or be completed, requiring design decisions, elements that require specific Design Team involvement or required design progress, upcoming pre-qualification and competitive sourcing activities, and all other relevant activities that are anticipated or required to occur;
 - ii. Detailed schedules and roll ups for each project element;
 - iii. Roll up master schedule for all elements and the overall program;
 - iv. Identification of Critical Path and near Critical Paths and interdependencies between project elements and program projects;
 - v. Variance report to summarize slippages and or improvements in schedules against Baselines and previous monthly reports, including the reasons for the changes;
 - vi. Assessment of progress and assessment of risk of delivery for the Critical Path activities;
 - vii. Written summary of design production progress and design issues. Include impact analysis on competitive sourcing or sole-sourcing of the Work;
 - viii. List of issues and risks of items that may have future impact on the schedules and what actions are being taken to reduce/eliminate the impact; and
 - ix. List of the top five issues that must be resolved in order not to jeopardize the schedule of projects and the overall program;
- b) Provide reports monthly or more frequently when required on the productivity/performance management framework and actual productivity/performance of Subcontractors and Suppliers, including trends in the overall Work and design;

- c) Provide the NCCR time impact of early or late delivery of DPs, materials, equipment, and the Design Team's and CM's services;
- d) Provide the NCCR time impact analysis of all proposed changes through the implementation of the Work and design, in coordination with the Cost impact analysis of the said proposed change; and
- e) Respond to comments from the NCCR within 2 Working Days of request, sooner if the request is urgent.

6.2.3.7 Risk Management

The NCCR will maintain a risk management plan and risk registry for the overall program and for each project.

The CM must:

- a) Implement, daily, the approved risk management plan, as per section 6.2.2.5 - Risk Management of these ToR;
- b) Develop and maintain for the duration of the Contract a risk registry for the Work of each project and the overall program that identifies all implementation opportunities and risks, including those that relate to the Design Team's design;
- c) Continually analyze the impacts of these opportunities and risks, developing opportunity optimization and risk mitigation measures for each as they arise;
- d) Adjust the Work and CM's services implementation strategy processes as required to maximize opportunities and mitigate risks;
- e) With the input of the NCCR and Design Team, develop a lesson learned database, continually update and refine the database, and ensure that learnings are incorporated in future design iterations, new designs and the Work;
- f) Align information generated from the CM's Cost, time services into a 5 x 5 risk matrix per risk registry entry;
- g) Provide detailed qualitative and quantitative analysis per risk registry entry that takes into account short-term, mid-term and long-term opportunities and risks, as well as the cumulative effect of opportunities and risk on each project and the overall program;
- h) Clearly document the rationale for actions taken;
- i) Closeout and archive risk registry entries when appropriate;
- j) Participate in risk workshops throughout the duration of the Contract;
- k) Develop and continually implement a claims avoidance program that fully integrates Work Cost, time, and productivity requirements prescribed throughout these ToR; and
- l) Thoroughly assess and document in detail all Subcontractor and Supplier, and any other parties claim or intent to file a claim.

6.2.3.7.1 Deliverables

The CM must:

- a) Submit a draft risk registry to the NCCR within 20 Working Days of Contract award and incorporate agreed changes or modifications provided by the NCCR in a final draft within 10 Working Days of receipt the comments, for approval by the NCCR;
- b) Submit updates to the risk registry considering the quantitative and qualitative data from information sources as well as cumulative effects;

- c) Submit a monthly summary of key opportunities, risks, and CM's advice, options, and recommendations;
- d) Submit monthly, as a separate volume, all new or updated matters related to the CM's claims avoidance program, all claims or intent to claim;
- e) Distribute the updated lessons learned database to the NCCR and Design Team quarterly, or more often if appropriate; and
- f) Provide written comments on the NCCR's overall project and program risk management plan and risk registry.

6.2.3.8 Human Resource Management

The CM must implement the approved human-resource management plan, as per section 6.2.2.6 – Human Resource Management of these ToR.

6.2.3.8.1 Deliverables

The CM must:

- a) Submit a Contract-specific roles and responsibility matrix, organization chart(s), and forward-looking staffing plan to the NCCR within 15 Working Days of Contract award. Revise these documents as requested by the NCCR; and
- b) Submit updates to these documents every three months, or as agreed by the NCCR.

6.2.3.9 Health and Safety Planning and Implementation

The CM must continuously have care, custody, and control of the Work during all phases of the Work, including the on-Site activities of all contractors retained by the NCC, or others, and take on the role of Constructor. The CM must comply with all the requirements of provincial health and safety acts and regulations, as per section 1.4.4.6 - Approvals of these ToR.

The CM must also comply with:

- a) The Canada Labour Code part II and relevant regulations under the Code including the NBCC for fire safety in construction and the most current National Fire Code of Canada for fire prevention, firefighting, and life safety in building in use;
- b) The NCC Fire Protection Requirements for Construction, Alteration, and Demolition Operations; and
- c) The Workplace Hazardous Materials Information System (WHMIS) for use, handling, storage and disposal of hazardous materials, as well as the labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to the Labour Program, under the Employment, Workforce Development and Labour Act.

For Work in occupied buildings, the CM must give the NCCR 48 hours' notice for Work involving designated substances, hazardous substances, and before painting, caulking, installing carpet or using adhesives.

The CM must develop and implement a project-specific health and safety plan(s) applicable to all Work Sites during construction. The project-specific health and safety plan(s) must apply to every individual entering the defined Work Sites and will be administered and enforced by the CM. The plan(s) must describe how the CM will provide safety awareness training, certifications for Subcontractors and Suppliers and their personnel who access each Work Site, Site safety inspections, reporting and tracking Site health and safety incidences, statistical analysis and comparison to industry indices.

The CM's health and safety plan(s) must consider any ongoing construction or public use at adjacent locations.

The CM must base the health and safety plan(s) on a preliminary and ongoing hazard assessment of each Work Site. The CM must update the project-specific health and safety plan(s) as Site conditions or hazards change and inform all persons on the Site of the change of condition(s) or hazard(s). The CM must resubmit the updated plan to the NCCR immediately.

The CM must provide emergency response coordination for responses to Site problems during working and non-working hours. In consultation with the NCCR, the CM must establish a list of contacts for responses and communication. In case of an emergency where the safety of individuals or property is concerned, or Work is endangered by the actions of the Subcontractors, Suppliers or other persons, the CM must take immediate action to secure the individuals, property or Work including stopping Work, if required. In all situations, the CM must notify the NCCR and give immediate written notice to the Subcontractor, Supplier or other person(s) of the hazard.

6.2.3.9.1 CM's Responsibilities

The CM must:

- a) Before cutting and welding operations commence, issue hot Work permits and then continuously monitor all welding, soldering, grinding, and/or cutting Work. The CM must store flammable liquids in approved containers. No open flame must be used unless permitted and authorized by the CM;
- b) Within an occupied building, provide at least 48 hours' notice to the NCCR before commencing cutting, welding or soldering procedure, and include the following:
 - i. Notice of intent, indicating devices affected, time and duration of isolation or bypass;
 - ii. Advise of completed welding permit as defined in the NCC Fire Protection Requirements for Construction, Alteration, and Demolition Operations; and
 - iii. Return welding permit to Site Superintendent immediately on completion of procedures for which permit was issued;
- c) Assign a firewatcher as described in the NCC Fire Protection Requirements for Construction, Alteration, and Demolition Operations when welding or cutting operations are carried out in areas where combustible materials within 10 meters may be ignited by conduction or radiation;
- d) Where Work requires interruption of fire alarms, fire suppression, extinguishing or protection systems:
 - i. Provide watchman service, as described in the NCC Fire Protection Requirements for Construction, Alteration, and Demolition Operations, who is conversant with fire emergency procedures and who will perform a fire picket duty within unprotected and unoccupied (no workers) areas once per hour; and
 - ii. Retain the services of the manufacturer(s) or existing maintenance contractors for fire protection systems on daily basis to isolate and protect all devices relating to:
 1. Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
 2. Cutting, welding, soldering or other construction activities, which might activate fire protection systems;
- e) Immediately on completion of cutting, welding, soldering, or other construction Work, restore fire protection systems to normal operation and verify that all devices are fully operational;
- f) Inform fire alarm system monitoring agency and the municipal Fire Department immediately before isolation and immediately on restoration of normal operation;

- g) Provide full health and safety protection stipulated under the *Canada Labour Code* to all visitors to the Site, workers, staff, and Subcontractors;
- h) Provide full-time, competent health and safety officers, analyze and document Site conditions daily;
- i) Provide Site-specific health and safety orientation sessions to all workers and visitors;
- j) Give precedence to safety and health of public and Site personnel and protection of environment over Cost and schedule considerations;
- k) Perform ongoing Site-specific safety hazard assessments;
- l) Implement a Site contingency and emergency response process that includes standard operating procedures for implementation during emergency situations;
- m) Ensure the health and safety of persons on-Site, safety of property on-Site, and for protection of persons adjacent to Site and environment to extent that the conduct of Work or installations may affect them;
- n) Define safety requirements in Design Packages or solicitation packages and enforce compliance of Subcontractors and Suppliers;
- o) Respond to any unforeseen or peculiar safety-related factor, hazard, or condition that becomes evident during performance of the Work, follow procedures in place for employee's right to refuse Work in accordance with provincial acts and regulations and advise NCCR verbally and in writing of any such situation;
- p) In consultation with the NCCR, post applicable items, articles, notices, and orders in conspicuous location on-Site in accordance with applicable acts and regulations;
- q) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by the NCCR. Provide the NCCR with a written report of action(s) taken to correct non-compliance of health and safety issues identified;
- r) Use powder actuated devices, explosives or blasting procedures only after receipt of written permission and instruction from the NCCR;
- s) Keep Material Safety Data Sheets on-Site for viewing by the NCCR;
- t) Retain all fire safety documents and standards on-Site;
- u) In each Subcontract the CM issues under this Contract, incorporate the NCCR approved construction health and safety plan and include provisions to ensure full compliance with said plan; and
- v) Maintain sufficient on-Site personal protective equipment to equip a minimum of five visitors per Site.

6.2.3.9.2 Deliverables

The CM must submit to the NCCR the following documents:

- a) For approved projects, a draft construction health and safety plan for review within 30 Working Days of Contract award;
- b) A final project-specific construction health and safety plan for approval by the NCCR before the implementation of any Work;
- c) Copies of on-Site contingency and emergency response plans within three months after Contract award and updates as necessary;
- d) For Work in occupied buildings:
 - i. Forty-eight hours' notices for Work involving designated substances, hazardous substances, and before painting, caulking, installing carpet or using adhesives; and
 - ii. Notices of intent to start cutting, welding or soldering procedures as required;

- e) Written requests to use powder actuated devices, explosives or blasting procedures, as required;
- f) Copies of incident and accident reports within 5 Working Days of each incident and accident, or within one Working Day if there is a fatality; and
- g) A copy of the Notice of Project, per approved project, filed with the provincial authority within 5 Working Days of commencing project-specific Work, or as new projects are approved.

6.2.3.10 Work Restrictions Plan

6.2.3.10.1 Scope

The CM must develop an overall Work restrictions plan in collaboration with the Design team and NCCR, and then adapt the plan as needed to project-specific requirements. The purpose of these plans is to identify the restrictions, constraints and requirements that must be imposed on the construction in order that stakeholder approval is received before start of construction of any project. Once stakeholder approval is received, the CM and the Design-Team must work together to incorporate the approved requirements into the DPs, mainly in Division 01 (as per the NMS) Specifications. The CM must inform its Subcontractors and Suppliers of the constraints and requirements, including those that impose a Cost and schedule impact.

The constraints and requirements within the CM's approved Work restrictions plan must include, but are not limited to:

- a) Environmental control;
- b) Commissioning and seasonal commissioning;
- c) Scheduling restrictions;
- d) Sequence of Work;
- e) Construction safety;
- f) Hours of Work;
- g) Delivery of equipment/materials;
- h) Waste disposal;
- i) Air monitoring;
- j) Scaffolding;
- k) Temporary services;
- l) Noise;
- m) Welding;
- n) Security clearances, security of information and physical security of personnel, equipment and the Work;
- o) Shutdown of services;
- p) Storage;
- q) Parking;
- r) Access to Site and buildings, include pre and post construction and during construction;
- s) Fire watch;
- t) Site plan showing limits of Work and staging areas;
- u) Washrooms and lunchrooms; and
- v) Any other element related to the implementation of the Work, etc.

The approved Work restrictions plan has a direct bearing on the development of the CM's front-end tender package and the Division 1 Specification prepared and submitted by the Design Team. The CM, NCCR and

the Design Team must discuss and agree on the exact delineation of the Design Team's Division 1 Specification versus the CM's front-end tender packages in the design process.

The CM must implement each project-specific Work restrictions plan.

6.2.3.10.2 Deliverables

The CM must:

- a) Submit the Work restrictions plan, per project, to the NCCR within 15 Working Days of Contract award update it to meet project-specific requirements.
- b) Prepare and submit to the NCCR and Design Team an itemized list of plan elements that belong in the CM's front-end and the Design Team's Division 1 Specification.

6.2.3.11 Procurement

It is understood that the CM will deliver the construction services called for in this Contract through Subcontractors. As an independent entity, the CM will select its own Subcontractors. The CM must develop a procurement strategy and process plan that meets the NCC requirements, that is transparent and enhances access, competition, and fairness for awarding all DPs approved by the NCC Contracting authority (NCCCA). The CM must prequalify Subcontractors and Suppliers to implement all investigation and project Work, and to provide design assist services. No Affiliate of the CM can bid on Subcontracts. However, in unique circumstances and only with the written preapproval of the NCCCA, the CM itself may competitively and transparently bid project Work. The NCC may audit and monitor the CM's procurement process or require changes to the CM's procurement plan at any time, at the sole discretion of the NCCCA. The CM must, as part of its total monthly fee, participate in procurement audits and monitoring and ensure procurement information and related Contract information is provided to the NCCR or the NCCCA. The CM must manage Subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost. The CM must establish quality and performance requirements and monitor Subcontractor performance, including quality of deliverables, adherence to schedules and costs.

Tendering the Work

- 1.1. The CM is expected to competitively solicit the Work whenever it is cost effective to do so. Solicitations must be issued in English and French, unless Subcontractors or Suppliers are unilingual. The CM is expected to enter into contracts with qualified Subcontractors who submit the lowest-priced compliant bids or tenders
- 1.2. Subcontracts estimated at less than \$40,000, including harmonized sales tax, may be directed to qualified Suppliers. The CM must not split Subcontracts (other than the natural splitting of the Work associated with various construction subgroup divisions related to specific trades and/or expertise (i.e. [Canadian National Master Construction Specification](#)) or Subcontract amendments to avoid the obligation for competitive solicitation of the Work.
- 1.3. For Services and Construction Subcontracts estimated at \$40,000 or more but less than \$250,000, including harmonized sales tax, and for Goods Subcontracts estimated at \$40,000 or more but less than \$100,000 including taxes, the CM must invite a minimum of

three qualified Suppliers to submit bids. The CM must notify in writing Subcontractors who are unsuccessful.

- 1.4. On the written agreement of the NCCCA, may set aside the requirement to solicit a minimum of three bids if it has demonstrated that less than three firms can perform the Work. The NCCCA will not agree to set aside the requirement to solicit a minimum of three bids simply because the CM is unaware of three or more contractors or Suppliers capable of performing the Work/services.
- 1.5. For Services and Construction Subcontracts estimated at \$250,000 or more including harmonized sales tax, and for Goods Subcontracts estimated at \$100,000 or more including taxes, the CM must advertise publicly through MERX™ Private, in accordance with the following open bidding procedures:
 - a) The public advertisement must include, at a minimum, a description of the nature of the Work to perform, information about any technical requirements, financial guarantees or other documentation to provide with the submission, the completion date for the Work, the address of the submission closing location and the final date and time for receiving submissions, the identification of a contact point for obtaining solicitation documents and from which further information may be obtained, the date, time and place of the public opening of the submissions;
 - b) For Construction Subcontracts evaluated at over \$5,000,000 and for Services and Goods Subcontracts evaluated at over \$500,000 the period for receipt of submissions must be no less than 14 days from date of publication of the notice;
 - c) Solicitation documentation must include all the public advertisement information, as well as identification of the submission validity period, the criteria for awarding the Subcontract including any factors other than price for consideration in the evaluation of submissions, the terms of payment, the requirement for bid bonds, contract surety and insurance in accordance with the procurement strategy and process plan, and any other terms or conditions; and
 - d) During the solicitation, the CM must reply promptly to any request for solicitation documents or any reasonable request for relevant information made by a Supplier participating in the solicitation. Information provided in response to questions during the solicitation period must be published on MERX™ Private for all bidders.
- 1.6. The receipt and opening of bids and awarding the contracts must be consistent with the following:
 - a) Bids must be received at the CM's bid email address or bid receiving unit. The bids must be opened in the presence of at least two representatives of the CM, as well as a representative of the NCC, all of whom will act as witnesses to the opening by verifying and signing the records of bids received. Virtual opening is also acceptable.
 - b) The CM shall analyze the bids received.
 - c) Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation and must be awarded to a Supplier that complies with the terms and conditions of the bid documents.
- 1.7. The CM shall seek pre-approval from NCCCA and NCCR for any deviation from the competitive subcontracting process and make the documentation available to the NCC.

- 1.8. At the request of the NCC, in consultation with the CM, the NCCCA may direct the CM to tender certain projects in accordance with the NCC's Indigenous Procurement Policy.
- 1.9. For subcontract valued at \$500,000 or more (including harmonized sales taxes) the CM shall, after the analysis of the bids received, recommend awards to the NCCCA through a contract award recommendation. The recommendation may include copies of pre-qualification documents, copies of all bids received, verification that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, a copy of public notice or invitation to tender, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdown and totals, information on any tender qualifications or disqualifications and identification of the supplier recommended for contract award. No award of subcontract of that value to a Subcontractor can proceed without a subcontract award recommendation approved by the NCCCA.
- 1.10. The NCC reserves the right to require the CM to enter in subcontracts for the supply of services or materials with a Subcontractor that have been prequalified by the NCC for any component of the Work. Any such subcontract shall form part of the cost of the Work.

1.11. CM procurement strategy

The CM's procurement strategy and process plan must include as a minimum:

- a) A list of recommended solicitation packages to maximize Work implementation effectiveness;
- b) A description of the fair, open, honest solicitation selection process that the CM will use to address:
 - i. Competitive public solicitations; and
 - ii. Single source solicitations;
- c) A description of the process to competitively pre-qualify Subcontractors, Suppliers, and design assist services;
- d) A description of supply arrangements or standing offer arrangements contemplated for investigation and project Work and design assist services;
- e) A copy of the generic solicitation documents the CM will use, which may be standard industry forms (Canadian Construction Documents Committee - CCDC) or custom forms appropriate for the Work required including:
 - i. Instructions to solicitors;
 - ii. Solicitation form;
 - iii. General conditions;
 - iv. Supplementary conditions,
 - v. Terms of payment; and
 - vi. Form of award;
- f) A description of minimal and standard solicitation periods and submission delivery address;
- g) A description of the process for pre-solicitation Site meetings;
- h) A description of the procedures for response to written solicitation inquiries, issuance of solicitation amendments, and cut-off dates for solicitation inquiries before the close of bidding/tendering;

- i) A description of the process to establish solicitation bonding or surety, and insurance requirements for all Subcontracts;
- j) A description of solicitation receipt and opening procedures including physical or electronic time and date stamping of submissions on receipt and the opening of submissions;
- k) A description of Subcontractor mark-up allowances for changes in the Work, in accordance with GC6.5, "Subcontract Changes";
- l) A description of acceptable labour rates, which must be in accordance with applicable trade union agreements and as indicated in GC ANNEX 1 – BASIS OF PAYMENT;
- m) A description of the planning, scheduling, and reporting requirements to gather workforce, Material, equipment information/usage after Subcontract award;
- n) A list of scheduled shutdowns and allowances for Work stoppage;
- o) A description of solicitation evaluation and recommendation process, including how bids/tenders will be analyzed and summarized; and
- p) A description of the process to address cases where solicitation does not produce an acceptable offer.

6.2.3.11.1 Deliverables

The CM must:

- a) Submit to the NCCCA a draft procurement strategy and process plan within 15 Working Days of Contract award and incorporate agreed changes or modifications provided by the NCCR in a final draft within 5 Working Days of receipt of the NCCCA's comments;
- b) Have a procurement strategy and process plan approved by the NCCCA 20 Working Days before soliciting any Work and implement the approved procurement strategy and process plan for all solicitations; and
- c) As and when requested, revise the approved procurement process and resubmit to the NCCCA for revised approval.

6.2.3.12 Waste Management

The CM must prepare a waste reduction plan in accordance with the requirements prepared by the Design Team and submit the plan to the NCCR and Design Team for review and for the approval of the NCCR. The CM's waste reduction plan must include:

- a) A description of the process to ensure compliance with NCC guidelines provided by the NCCR, and the requirements of local authorities having jurisdiction;
- b) A description of the strategy and methodology the CM will use to optimize solid waste diversion from landfill and dispose of toxic or hazardous materials in the most appropriate manner;
- c) All related schedules outlining expected inventory targets and results required when waste audits are conducted;
- d) A description of a non-hazardous solid waste reduction program for eliminating waste through reduction, reuse and recycling including:
 - i. Requirements for sorting construction waste on-Site by types; and
 - ii. A description of the most practical manner for recycling each individual material;
- e) Specific procedures for conducting waste management audits on-Site, including audit objectives, frequency and format.

The CM must provide monthly audit reports of the waste management including:

- a) Subcontractors' disposal practices for paints, solvents and pressure treated wood scraps and other similar products or materials; and
- b) A waste management audit indicating the degree to which recycling requirements are being achieved and recommendations for improvements, if objectives are not being met.

6.2.3.13 Sustainability and Environmental

The Design Team will incorporate sustainability requirements into each DP. The CM must prepare documentation for the Design Team to meet applicable Green Globes or LEED evaluation requirements. The CM must identify and record Site management issues at the start of construction and ensure Subcontractors and Suppliers provide sustainability documentation as their Work progresses. The CM must compile and logically organize all sustainability and environmental information, give the information to the Design Team as the information becomes available for the Design Team's verification of conformance to sustainability requirements.

The CM must:

- a) Provide advice on the source and availability of regional materials and materials with recycled content;
- b) Develop and implement a comprehensive waste management program for the Work;
- c) Conduct on-Site verifications related to the use of acceptable materials, compile and verify MSDS sheets and WHMIS information;
- d) Review preliminary, revised and final sustainability assessment for the design and provide to the Design Team information as to necessary changes to the post construction Green Globes or LEED questionnaire; and
- e) Sign the final questionnaire and provide all final documentation.

6.3 Construction Services

The CM must maintain competent, full-time project management, supervisory, quality management and field engineering staff on-Site during implementation of the Work to monitor and ensure the safe performance of the Work, for all day, evening, weekend, and holiday work shifts. The CM must identify unacceptable Work daily and validate it is properly corrected to avoid delays and schedule impacts to other segments of the Work. The CM must ensure that its workforce follows the quality management processes identified in the CM's quality management plan. The CM must ensure that adequate back-up personnel is available for all the CM's services.

The CM must:

- a) Monitor progress on-Site and ensure coordination of Subcontractors and Suppliers;
- b) Establish Site organization and lines of authority to carry out the overall plans of the CM, NCCR and the Design Team;
- c) Schedule and conduct progress meetings at which Subcontractors, Suppliers, NCCR, Design Team and CM can discuss jointly such matters as procedures, progress, problems, risks, Costs, and scheduling;
- d) Provide ongoing monitoring of the schedule as the Work proceeds; assess against performance measurement criteria, itemize Work ahead and behind schedule and take corrective action as required to ensure schedule impact is eliminated;
- e) Complete the Work according to the DPs, schedule, and estimated Cost of the Work;

- f) Provide ongoing inspection of all aspects of the Work, documenting matters for action or follow-up by Subcontractors and Suppliers, or referral to the Design Team. Ensure the Work is completed as specified using photographs and narratives to document issues and their correction and establish a timeline for corrective Work;
- g) Monitor and document progress of all Subcontractors and Suppliers, including all deliveries, to ensure their actions on the Site do not compromise the Work.
- h) Ensure damages are properly back charged to the appropriate Subcontractor or Supplier;
- i) Review the adequacy of personnel and equipment and availability of Material and supplies of Subcontractors and Suppliers, including those making deliveries, to meet the schedule. Implement remedial action when requirements of a schedule are not being met;
- j) Monitor and document on an ongoing basis all health and safety matters; and
- k) Review and analyze the accuracy and validity of claims or disputes of Subcontractors and Suppliers. Advise the NCCR of the most prudent means and methods of resolving said claims or disputes, mitigating further time and Cost impact to the delivery of the Work. If required and requested by the NCCR, retain the services of a third-party advisor.

6.3.1 Project Office

As part of the Division 1 expenditures, the CM must fit up and maintain a project Site office for each project that is appropriate for the type, scale and duration of the project, to the approval of the NCCR. Ensure appropriate facilities are in place to support the NCCR and Design Team and for on-Site meetings.

6.3.2 Construction Work

The CM must:

- a) Manage all Work and all of the CM's services for the smooth and safe operation and co-ordination of the Site, including Site organization, safety, and control as "prime contractor" and "constructor" duties defined in provincial health and safety acts and regulations;
- b) Provide temporary services and Site facilities, Site security, traffic management, management of the waste and management program for the Site; protection, hoarding and screening, fencing, cranes and lifts; building and temporary services, system, and equipment maintenance, and other miscellaneous Work related to managing a construction Site adjacent to other buildings or public areas;
- c) Provide design management and design assist services;
- d) Coordinate, schedule, implement, protect, and commission the Work as prescribed and approved by the NCCR.
- e) Procure, coordinate, administer and manage all Work; and
- f) Prepare and execute Subcontracts with the successful Subcontractors and Suppliers, as well as:
 - i. Coordinate and manage these Subcontracts in an integrated manner to avoid any conflicts between the Work of any of the CM's Subcontractors and Suppliers, the CM's own forces, and the NCC's own forces;
 - ii. Coordinate, manage and ensure completion of all the Work in strict adherence to the accepted Drawings and Specifications of each solicitation package, including all addenda and authorized change orders;
 - iii. In consultation with the Design Team, develop and implement a procedure for review, certification, processing and payment of Subcontractors and Suppliers for the approval of the

NCCR; and

- iv. Provide timely response to correct issues, as they occur.

6.3.3 Commissioning

The NCCR, the CM, the Subcontractors, Suppliers, the Design Team, and the Property Manager will form the commissioning team and will provide input to the commissioning plan(s) prepared by the Design Team.

The CM must administer and continually manage the implementation of the commissioning plan(s) prepared by the Design Team including the seasonal commissioning activities for all Work.

The CM must:

- a) Review and provide input on all commissioning documentation provided by the Design Team, including the commissioning plan(s);
- b) Relay all information on labelling protocols, maintenance data requirements and protocols to the Subcontractors and Suppliers and schedule related training sessions with NCC operations staff;
- c) Confirm that the Work of Subcontractors and Suppliers is sufficiently complete to warrant inspection and testing by the Design Team and schedule the required inspections and tests;
- d) Develop and implement a Site quality management program to:
 - i. Minimize delays because of poor workmanship or Subcontractor or Supplier error;
 - ii. Reduce deficiencies and call-backs during warranty periods; and
 - iii. Reduce long-term risk to the NCC arising from poor workmanship;
- e) Administer and manage independent quality control testing as may be required by the NCC, the Design Team or the CM to confirm the adequacy of the Work or performance verification report;
- f) Ensure that all test results, documents, and manuals are provided by Subcontractors and Suppliers, Monitor the Design Team review process, and report to the NCCR on the progress of the commissioning effort;
- g) Direct Subcontractors and Suppliers to complete, repair, adjust or rebuild portions of the Work that do not meet the verification standards, monitor deficiencies and ensure that they are corrected;
- h) Detail seasonal commissioning activities within the Work schedule and complete these activities on time with the proper documentation and or follow-up action;
- i) With the Design Team, Monitor and inspect the Work of each project during its warranty period and during seasonal commissioning activities to ensure defects are corrected as defined in the commissioning plan(s);
- j) Coordinate the federal, provincial, and municipal inspections required for occupancy;
- k) Undertake all actions required to close-out Subcontracts including final warranty reviews and Subcontract close-outs;
- l) Coordinating the training of NCC operational or end-user staff and the equipment handovers;
- m) Participate in the start-up and performance verification process ensuring all Work is implemented as described in DPs;
- n) Organize weekly commissioning meetings as part of the construction meetings, prepare and distribute agenda, chair meetings, prepare and distribute meeting minutes within 2 Working Days of the meeting to the attendees;
- o) Present an updated commissioning schedule at all commissioning meetings and identify any variances and issues for address at those commissioning meetings;
- p) Gather all forms dealing with product information and labelling from Subcontractors and Suppliers

and review and verify that the information is correct;

- q) Witness with the Design Team all testing, before substantial performance, including, as required for the project, but not limited to, a complete verification of the controls sequence of all systems in a dynamic operating state;
- r) Complete and sign-off of all verification reports and compile the reports into a comprehensive commissioning manual as the Work progresses, including commissioning manual updates to include seasonal commissioning activities; and
- s) Review standard operating procedures prepared by the Design Team for each building system, advise the NCCR, and Design Team of accuracy and review, and advise again during seasonal commissioning.

6.3.4 Cleaning

The CM must provide cleaning services throughout the life of each project. The CM must carry out construction cleaning to ensure a safe Work environment and to protect Site systems and elements from excessive construction dust and debris.

As DPs are completed and construction areas are completed, the CM must perform a final cleaning of the entire project area.

The CM must employ qualified personnel for all cleaning to the satisfaction of the NCCR.

The CM must advise the NCCR in writing and obtain the NCCR's authorization before final cleaning is to proceed and obtain acceptance of cleaning in writing from NCCR when completed. The CM must complete construction cleaning before substantial performance.

6.4 Post Construction and Warranty Services

The CM must:

- a) Coordinate with Subcontractors and Suppliers to provide final record documents (operations and maintenance manuals, as-built Drawings and Specifications) as prescribed for each Subcontract;
- b) Assemble record documents and provide to the NCCR, in whole packages per project or as directed by the NCCR;
- c) Review the draft and final commissioning reports, seasonal commissioning reports, standard operating procedures, other manuals and comment on their accuracy and completeness and provide the reports to the NCCR;
- d) Review and complete the Green Globes or LEED post-construction self-assessment questionnaire, providing additional supporting documentation relating to the Work and provide the completed questionnaire to the NCCR;
- e) Arrange for inspections of the Work as outlined in the commissioning plan(s) to determine all deficiencies for correction:
 - i. Prepare a deficiency list for review and acceptance by the NCCR and Design Team;
 - ii. Provide a schedule for the approval of the NCCR indicating when correction of all deficiencies covered by warranty will be corrected and submit to the NCCR and Design Team; and
 - iii. Arrange for and correct all identified deficiencies in accordance with the schedule and advise the NCCR and Design Team when all deficiencies have been properly corrected;
- f) Attend all warranty meetings on or off the Site as required by the NCCR;
- g) Attend lessons learned workshop organized by the NCCR at substantial performance, 6 months after substantial performance. Provide updated lessons learned logs to the NCCR; and

- h) Provide the NCCR a draft post-construction evaluation and Cost analysis report within 6 months following substantial performance of each project. Include lessons learned, outstanding issues and any Work of a project that was not completed or was deferred to subsequent projects.

TOR APPENDICES

The following Appendices form part of and supplement the information and requirements set forth in these Terms of Reference, including:

ToR Appendix A – Reference Documentation;

ToR Appendix B - Guide to Preparation of Construction Documents;

ToR Appendix C – Terms; and

ToR Appendix D – Acronyms.

TOR APPENDIX A – REFERENCE DOCUMENTATION

1. Extensive information and documentation about the NCC, its plans and priorities, its committees, etc. are available on-line at:

<http://ncc-ccn.gc.ca/> or <http://ccn-ncc.gc.ca/>

2. The NCCR will provide the CM Contract-specific documentation, which the CM must review, understand, and consider in the planning and implementation of its services and Work. This documentation includes:
 - a) Real property program priorities, status and summary of current projects;
 - b) Project-specific scope, time, cost information;
 - c) Process for Project Management – April 2015;
 - d) Fire Protection Requirements for Construction, Alteration, and Demolition Operations.

TOR APPENDIX B – GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS

1. Purpose

This document provides direction for the Design Team in the preparation of DPs (i.e. Specifications, Drawings, and addenda) for NCC projects. It is included for the CM's information and reference in performing its design management services.

Drawings, Specifications, and addenda are to be complete and clear, so that a contractor can prepare a bid without guesswork. Standard practice for the preparation of DPs includes:

- a) Drawings, which are the graphic means of showing Work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components; and
- b) Specifications, which are written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of Work requirements.

2. Principles of DPs for the Contract

Base DPs on common public procurement principles.

3. Quality Assurance

The Design Team is required to undertake their own quality control process and will review, correct and coordinate (between disciplines) their documents before sending them to the CM.

4. Specifications

4.1 National Master Specification

The NMS is a bilingual system of master construction specification sections, which is divided into 48 Divisions and used for a wide range of construction and/or renovation projects. In preparing project Specifications, the Design Team will use the current edition of the NMS in accordance with the NMS User's Guide and format requirements stipulated.

The Design Team retains overriding responsibility for content and must edit, amend and supplement the NMS as deemed necessary to produce an appropriate project Specification free from conflict and ambiguity.

4.2 Specification Organization

Narrow scope sections describing single units of Work are preferred for more complex Work; however, broad scope sections may be more suitable for less complex Work. Either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full-page format can be utilized.

Start each section on a new page and show project number, section title, six digit section number and page number on each page. Specification date and Design Team consultant's name are not to be indicated.

4.3 Terminology

Use the term CM instead of Engineer, NCC, Owner, Consultant or Architect. CM means the entity designated in the project construction contract, and/or Subcontract, or by written notice to the contractor and/or

Subcontractor, to act as the representative for the purposes of the project construction contract, and includes a person, designated and authorized in writing by the representative to the Contractor.

Notations such as; "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by the CM", must not be indicated in the Specifications as this promotes inaccurate and inflated bids. Specifications must permit bidders to calculate all quantities and bid accurately. If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices). Ensure that the terminology used throughout the Specifications is consistent and does not contradict the applicable standard DPs.

4.4 Dimensions

Dimensions must be in metric only. Dual dimensioning is forbidden.

4.5 Standards

As references in the NMS may not be the most current, it is the responsibility of the Design Team to ensure that project Specification use the latest applicable edition. The following is a list of Internet websites, which provides the most current publications of standards for reference in the construction Specification document.

CSA standards: <http://www.csa.ca>

CGSB standards: <http://www.pwgsc.gc.ca/cgsb>

ANSI standards: <http://www.ansi.org>

ASTM standards: <http://www.astm.org>

ULC standards: <http://www.ulc.ca>

General reference of standards: <http://www.techstreet.com/>

For the website addresses of other standards organizations and manufacturers associations, refer to the [Canadian National Master Construction Specification \(NMS\)](http://www.nrcnrc.gc.ca/eng/solutions/advisory/nms_index.html) (http://www.nrcnrc.gc.ca/eng/solutions/advisory/nms_index.html).

4.6 Specifying Materials

The practice of specifying actual brand names, model numbers, etc., is against NCC policy except for special circumstances. The method of specifying Materials must be by using recognized standards such as those produced by Canadian Gas Association (CGA), Canadian General Standards Board (CGSB), CSA, and Underwriters' Laboratories of Canada (ULC), or by trade associations such as Canadian Roofing Contractors' Association (CRCA) and Terrazzo, Tile, Marble Association of Canada (TTMAC). Canadian standards must be used wherever possible.

If the above method cannot be used and where no standards exist, specify by a non-restrictive, non-trade name "prescription" or "performance" Specifications.

If no standards exist and when a suitable non-restrictive, non-trade name "prescription" or "performance" Specification cannot be developed, specify by trade name. Include all known materials acceptable for the purpose intended, and in the case of equipment, identify by type and model number.

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [_____].
2. DEF Co. Model [_____].
3. GHI Co. Model [_____].

The Design Team is responsible to review and evaluate all requests for approval of alternative Materials.

The term “Acceptable Manufacturers” must not be used, as this restricts competition and does not ensure the actual Material or product will be acceptable. A list of words and phrases that should be avoided is included in the NMS User’s Guide.

Sole Sourcing: Sole sourcing for Materials and Work can be used for proprietary systems (i.e. fire alarm systems, EMCS systems).

Wording for the sole source of Work should be in Part 1 as:

“Designated Contractor

- .1 Hire the services of [_____] to do the work of this section.”;

Wording for the sole source of EMCS systems should be in Part 1 as

“Designated Contractor

- .1 Hire the services of [_____] or its authorized representative to complete the work of all EMCS sections.”;

And in Part 2 as “Materials

- .1 There is an existing [_____] system presently installed in the building. All materials will be selected to ensure compatibility with the existing [_____] system.

Wording for the sole source of materials (i.e. fire alarm systems) should be in Part 2 as:

“Acceptable materials

- .1 The only acceptable materials are [_____].”

Prior to including sole source Materials and/or Work, the Design Team must contact the NCCR to obtain the approval in writing for the sole sourcing.

4.7 Unit Prices

Unit prices are used only for unknown Work (i.e. rock removal) and the approval of the NCCR and the CM will be sought in advance of their use.

Use the following wording:

[The work for this section] or [define the specific work if required, e.g. rock excavation] will be paid

based on the actual quantities measured on-Site and the unit prices stated in the CM’s Bid and Acceptance Form, or equivalent document.

Replace paragraph title "Measurement for Payment" with "Unit Prices".

Sample of Unit Price Table:

The Unit Price Table designates the Work to which a Unit Price Arrangement applies.

- a) The Price per Unit and the Estimated Total Price will be entered for each Item listed; and
- b) Work included in each item is as described in the referenced Specification section.

Item	Specification Reference	Class of Labour, Plant, or Material	Unit of Measurement	Estimated Quantity	Price per Unit HST extra	Estimated Total Price HST extra
TOTAL ESTIMATED AMOUNT						
Transfer amount to bid and accept form						

4.8 Cash Allowances

DPs will be complete and contain all the requirements for the contractual Work. Cash allowances are to be used only under exceptional circumstances (i.e. utility companies; municipalities), where no other method of specifying is appropriate. The NCCR's approval will be obtained in advance to incorporate cash allowances and the section of the NMS will be used to specify the criteria.

4.9 Warranties

This Project will require a minimum 12-month warranty period. When necessary to extend beyond the 12-month warranty period provided for in the General Conditions of the Contract, use the following wording in Part 1 of the applicable technical sections, under the heading "Extended Warranty":

- a) "For the work of this Section [____], the 12-month warranty period is extended to xx months"; or
- b) Where the extended warranty is intended to apply to a particular part of a Specification section modify the above as follows: "For [____] the 12-month ... [____] months."

Delete all references to manufacturer’s guarantees.

4.10 Scope of Work

Paragraphs must not include statements such as “Scope of Work”.

4.11 Summary and Section Includes in Part - 1 of Section

Delete paragraphs identified as “Summary” and/or “Section Includes”.

4.12 Related Sections

In every section of the Specification at 1.1 “Related Sections”: coordinate the list of related sections and appendices. Ensure co-ordination among the sections of the Specification and ensure not to reference any section or appendices that do not exist.

4.13 Index

List all the Drawings and Specification sections with correct number of pages and correct Drawing titles and section names. The format is to be that presented in ToR Appendix B, Attachment A.

4.14 Division 1 Specifications

The scope and content of the Division 1 Specifications must be assessed by and agreed to between the Design Team and the CM, to the approval of the NCCR. Common sections that apply to the entire Specification will be prepared by the Design Team, such as environmental, sustainability, and commissioning Specifications. Other sections such as health and safety, Work restrictions, etc. will be prepared by the CM.

The CM will combine the Design Team’s and CM’s Specifications to create a common ‘front-end’ document for the CM’s tendering of the Work.

4.15 Health and Safety

It is required that all project Specifications include “Section 01 35 29.06 - Health and Safety Requirements.” Confirm with the CM to determine if there are any instructions to meet specific project requirements.

4.16 Designated Substances Report

Include Section 01 14 25 - Designated Substances Report

4.17 Borehole logs

Borehole logs are to be included after Section 01 00 10 and the following paragraph added to Section 01 00 10:

Borehole Logs

- 1 Borehole logs are included in the Specification following this section and are for information only.

4.18 Experience and Qualifications

Remove experience and qualification requirements from Specification sections.

4.19 Prequalification

Do not include in the Specification any mandatory Supplier and/or Subcontractor prequalification

requirements that could become a Subcontract award condition. A prequalification process is required prior to tender of all specialty and major tenders.

There should be no references to certificates, transcripts or license numbers of a trade or Subcontractor being included with the bid.

4.20 Contracting Issues

Specifications describe the workmanship and quality of the Work. Contracting issues must not appear in the Specifications. Division 00 of the NMS is not used for NCC projects.

Remove all references to the following:

- a) General instructions to bidders;
- b) General conditions;
- c) CCDC documents;
- d) Priority of documents;
- e) Security clauses;
- f) Terms of payment or holdback;
- g) Tendering process;
- h) Bonding requirements;
- i) Insurance requirements;
- j) Alternative and separate pricing;
- k) Site visit (Mandatory or Optional); and
- l) Release of Lien and deficiency holdbacks.

4.21 Quality Issues

Ensure that there are no Specification clauses with square brackets “[]” or lines “_____” indicating that the spec is incomplete or missing information.

5. Drawings

5.1 Title Blocks

Use NCC title block for Drawings and sketches (including addenda).

5.2 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

5.3 Trade Names

Trade names on Drawings are not acceptable.

5.4 Specification Notes

No Specification-type notes are to appear on any Drawing.

5.5 Terminology

Use the term CM instead of Engineer, NCC, Owner, Consultant, or Architect. CM means the entity designated in the project construction contract, and/or Subcontract, or by written notice to the contractor and/or Subcontractor, to act as the representative for the purposes of the project construction contract, and includes a person, designated, and authorized in writing by the representative to the Contractor.

Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by the CM", must not be indicated on the Drawings as this promotes inaccurate and inflated bids. Drawings must permit bidders to calculate all quantities and bid accurately.

5.6 Information to be included

Drawings will show the quantity and configuration of the project Work, the dimensions and details of how it is constructed. There should be no references to future work nor information that will be changed by a future addenda. The scope of Work should be clearly detailed and elements not in the scope of the DP should be eliminated or kept to an absolute minimum.

6. Addenda

6.1 Format

Refer to ToR Appendix B, Attachment B for addenda format. No signature-type information is to appear.

Every page of the addendum (including attachments) must be numbered consecutively. All pages must have the project number and the appropriate addendum number. Sketches are to appear in the NCC format, stamped and signed.

No Design Team design discipline information (name, address, phone #, consultant project # etc...) must appear in the addendum or its attachments (except on sketches).

6.2 Content

Each item must refer to an existing paragraph of the Specification or note/detail on the Drawings. The clarification-style of note is not acceptable.

7. Documentation

7.1 Translation

When required, all documentation included in the DP must be in both official languages. Obtain clarification of translation requirements from the NCC Representative at the beginning of DP production.

Ensure that English and French documents are equal in all respects. There can be no statement that one version takes precedence over the other.

The Design Team must provide:

- a) Per DP submission, a completed and signed Checklist for the Submission of Construction Documents, as per ToR Appendix B, Attachment A;
- b) Specification: provide originals printed one side on 216 mm x 280 mm white bond paper, or in an acceptable format for mass printing;

- c) Index: as per ToR Appendix B, Attachment B;
- d) Addenda (if required): as per ToR Appendix B, Attachment C (for issue by the CM);
- e) Drawings: reproducible originals, sealed and signed by the Design Team' design authority; and
- f) Tender information:
 - i. Provide a description of all units and estimated quantities to be included in unit price table(s); and
 - ii. Design Team to provide an electronic true copy of the final documents (Specifications and Drawings) on one or multiple CD-ROM in PDF without password protection and printing restrictions, or as agreed by the CM. The electronic copy of Drawings and Specifications is for bidding purposes only and do not require to be signed and sealed.

The CM must provide:

- a) General and special instructions to bidders;
- b) Bid and acceptance form, or equivalent; and
- c) Construction documents.

ToR Appendix B - Attachments

ToR Appendix B, Attachment A - Checklist for the submission of Construction Documents;
ToR Appendix B, Attachment B - Sample index for Drawings and Specifications; and
ToR Appendix B, Attachment C - Sample addendum format.

TOR APPENDIX B: ATTACHMENT A: CHECKLIST FOR THE SUBMISSION OF CONSTRUCTION DOCUMENTS

Date:	
Project Title:	Project Location:
Project Number:	NCCR:
Design Team consultant's Name:	CM Representative:
Design Package Review Stage: 50% <input type="checkbox"/> 90% <input type="checkbox"/> 100% <input type="checkbox"/>	

Item	Verified by:	Comments
Specifications:		
1 The current edition of the NMS has been used.		
2a Either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full-page format is used.		
2b Each section starts on a new page and the project number, section title, section number and page number show on each page.		
2c Specification date and consultant's name are not indicated.		
3a The term CM is used instead of Engineer, NCC, Owner, Consultant or Architect.		
3b Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to", "equivalent to" and "to be determined on site by" are not used.		
4 Dimensions are provided in metric only.		
5 The latest edition of all references quoted is used.		
6a The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.		
6b Identify if non-restrictive, non-trade name "prescription" or "performance" Specifications are		

used.		
6c Indicate if a list of acceptable materials have been used.		
6d The term “Acceptable Manufacturers” is not used.		
6e Indicate if sole sourcing has been used.		
7 Unit prices are used only for unknown Work.		
8 Indicate if cash allowances have been used.		
9a Indicate if warranties extend more than 24 months. If so, indicate the extended duration.		
9b Manufacturers guarantees are not indicated.		
10 No paragraphs noted as “Scope of Work” are included.		
11 In part 1 of section, paragraphs “Summary” and “Section Includes” are not used.		
12 The list of related sections and appendices are coordinated.		
13 The index shows a complete list of Drawings and Specification sections with the correct number of pages and correct Drawing titles and section names.		
14 Section 01 00 10 - General Instructions is included, if agreed by the CM.		
15 Section 01 35 29.06 - Health and Safety Requirements is included.		
16 Section 01 14 25 - Designated Substances Report is included, if agreed by the CM.		
17 Borehole logs are included in Division 31.		
18 Experience and qualification requirements do not appear in the Specification sections		
19 There are no mandatory contractor and/or Subcontractor pre-qualification requirements or references to certificates, transcripts or license numbers of a trade or Subcontractor being included in the bid.		
20a Contracting issues do not appear in the Specifications.		
20b Division 00 of the NMS is not used.		
21 There are no Specification clauses with square brackets “[]” or lines “_” indicating that the document is incomplete or missing information.		
Specification Quality Management Verification All previous submission review comments approved/provided by the NCCR are appropriately incorporated in the Specifications and responses to all comments send to the NCCR.		

Item	Verified by:	Comments
Drawings:		
1 The NCC title block is used.		
2 Dimensions are provided in metric only.		
3 Trade names are not used.		
4 There is no Specification-type notes.		
5 The term CM is used instead of Engineer, NCC, Owner, Consultant or Architect.		
6 Notations such as; “verify on site”, “as instructed”, “to match existing”, “example”, “equal to”, “equivalent to” and “to be determined on site by” are not used.		
7 The project quantity and configuration, dimensions and construction details are included.		
8 References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.		
<p>Drawings Quality Management Verification All previous submission review comments approved/provided by the NCCR are appropriately incorporated in the Specifications and responses to all comments send to the NCCR.</p>		

TOR APPENDIX B: ATTACHMENT B: SAMPLE INDEX FOR DRAWINGS AND SPECIFICATIONS

Project No: _____

Index

Page 1 of __

DRAWINGS AND SPECIFICATIONS

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

- C-1 Civil
- L-1 Landscaping
- A-1 Architectural
- S-1 Structural
- M-1 Mechanical
- E-1 Electrical

SPECIFICATIONS:

SPEC NOTE: List all divisions, sections (by number and title) and number of pages.

<u>DIVISION</u>	<u>SECTION</u>	NO. OF PAGES
DIVISION 01	01 00 10 - General Requirements.....XX
	01 14 25 - Designated Substances Report.....XX
	01 35 30 - Health and Safety.....XX
DIVISION 23	23 xx xx	
DIVISION 26	26 xx xx	

TOR APPENDIX B: ATTACHMENT C: SAMPLE ADDENDUM FORMAT

ADDENDUM No. _____

Project Number: _____

The following changes in the bid documents are effective immediately. This addendum will form part of the DPs

DRAWINGS

SPEC NOTE: indicate Drawing number and title, then list changes or indicate revision number and date, and re-issue Drawing with addendum.

- 1 A1 Architectural

SPECIFICATIONS

SPEC NOTE: indicate section number and title.

- 1 Section 01 00 10 - General Requirements

SPEC NOTE: list all changes (i.e. delete, add or change) by article or paragraph

- .1 Delete article (xx) entirely.
- .2 Refer to paragraph (xx.x) and change ...

- 2 Section 23 05 00 - Common Work Results - Mechanical

- .1 Add new article (x) as follows:

TOR APPENDIX C – TERMS

The following terms are used in this Terms of Reference and supplement defined terminology of the Contract, as indicated in GC1.1.2, “Terminology”:

Baseline	The original approved plan, estimate and/or schedule by the NCCR (per project, DP, or activity), plus or minus approved scope changes.
Canada’s Capital Region	A designated geographical area in the provinces of Quebec and Ontario surrounding and including the cities of Gatineau, Quebec and Ottawa, Ontario. It is also referred to as the National Capital Region.
Clients/Users or End-users	Canadians at large and Government of Canada officers and officials.
Critical Path	A series of activities that determines the longest duration of a project.
Critical Path Method	A network analysis technique used to predict project duration by analyzing which sequence of activities (which path) has least amount of scheduling flexibility (least amount of float).
Design Package	The part of the overall Work for the project that is specific to a limited number of trades or even one trade and is prepared by the Design Team to acquire or construct one or more project element.
Design Team Lead	The person responsible to lead and coordinate the collective services of the Design Team. The NCC Representative will designate this person on a project-by-project basis.
Float	The amount of time that an activity may be delayed from its early start without delaying the project finish date. Float is a mathematical calculation and can change as a project progresses and changes are made to the project plan. Float is available to both the NCC and the Construction Manager.
Greenbelt	A conservation area to preserve and protect lands, which surrounds the City of Ottawa.
Monitoring	The capture, analysis, and reporting of project performance, usually as compared to plan.
National Capital Region	The designated geographical area in the provinces of Quebec and Ontario, as defined in the National Capital Act, surrounding, and including the cities of Gatineau, Quebec and Ottawa, Ontario, which may also be referred to as Canada’s Capital Region.
National Interest Land Mass	Refers to parcels and/or areas of land of strategic, long-term interest to the government of Canada.
National Master Specification	The standard framework used for writing construction project Specifications for all NCC projects.

Network (Logic) Diagram	A schematic display of logical relationships of project activities and is always drawn from left to right to reflect project chronology.
Project Team	The combined private sector and government sector teams responsible for delivering the Project including the Design Team, the Construction Manager, the NCCR, and the Clients/User representatives.
Terms of Reference	The document forming part of the Contract providing the statement of work the Contractor must perform. The Work described therein is all-inclusive in that it comprises all the Work needed to complete the Work of the Contract, except as provided for in other Contract documents.
Royal Canadian Mounted Police (RCMP)	The entity responsible for security of Official Residences.

TOR APPENDIX D – ACRONYMS

ACPDR	Advisory Committee on Planning, Design and Realty
ASHRAE	American Society of Heating, Refrigeration and Air-conditioning Engineers
CADD	Computer-aided Design and Drafting
CCN	Contemplated Change Notice
CGA	Canadian Gas Association
CGSB	Canadian General Standards Board
CM	Construction Manager
CMP	Construction Management Plan
COHS	Canada Occupational Health and Safety Regulations
CPM	Critical Path Method
CRCA	Canadian Roofing Contractors' Association
CSA	Canadian Standards Association
CSO	Corporate Security Officer
DD	Design Development
DP	Design Package
EC	Environment Canada
ECMP	Environmental Compliance Management Program
FC	Field Clarification
FHBRO	Federal Heritage Buildings Review Office
FLUDA	Federal Land Use and Design Approval
LCC	Life Cycle Costing
MSDS	Material Safety Data Sheets
NFCC	National Fire Code of Canada
NBCC	National Building Code of Canada
NCC	National Capital Commission
NCCSO	National Capital Commission Security Officer
NCCR	National Capital Commission Representative
NMS	National Master Specification
PC	Parks Canada
PDF	Portable Document Format
RCMP	Royal Canadian Mounted Police
RFI	Request for Information
SD	Schematic Design
SOP	Standard Operating Procedures

ToR	Terms of Reference
TSSA	Technical Standards and Safety Authority
TTMAC	Terrazzo, Tile, Marble Association of Canada
ULC	Underwriters Laboratories of Canada
VE	Value Engineering
WHMIS	Workplace Hazardous Materials Information System

END OF GC ANNEX 5 - TERMS OF REFERENCE