

PROJECT TITLE:	Architectural Services for NCC Workplace Modernization – Lisgar Road Offices	
RETURN BID TO:	National Capital Commission Bids-Soumissions@ncc-ccn.ca	Contract Number
SOLICITATION CLOSING DATE AND TIME:	November 27, 2023	
	3:00 pm, (Eastern Daylight Time) Bids received after this closing date and time will not be accepted.	

Address all inquiries in writing to: Emilie Scheckman, Senior Contract Officer, NCC, by email at emilie.scheckman@ncc-ccn.ca. (See section Part 2, item 2.3 - Enquiries – Bid solicitation).

This title page must be dated, signed and returned with your Bid, thereby you acknowledge having read, understood and accepted this bid solicitation which includes Appendix A- Project Brief and any/all other Attachments, Appendices and Annexes referred to herein and all Addenda issued.

I / We acknowledge receipt of the following addenda _____ and have included for the requirement of it/them in my/our technical bid and financial bid (Bidder to enter number of addendums issued, if any).

BUSINESS NAME AND ADDRESS OF BIDDER (please print or type)	
Name:	_____
Address:	_____ _____
Telephone No.:	_____ Fax No.: _____
Email:	_____

I / We hereby offer to supply to the NCC in accordance with the terms and conditions set out herein, the Services outlined as per Appendix A – Project Brief; all other Attachments; Appendix C – Price Proposal Form; my/our Bid and all Addenda issued.		
_____	_____	_____
Name and title of person authorized to sign on behalf of Bidder <i>(please print or type)</i>	Bidder Signature	Date
Your Bid is accepted to supply to the NCC, in accordance with the terms and conditions set out herein, the Services outlined per Appendix A - Project Brief; all other Attachments; Appendix C – Price Proposal Form; your Bid and all Addenda issued.		
_____	_____	_____
Name and title of the person authorized to sign on behalf of the NCC <i>(please print or type)</i>	NCC Signature	Date

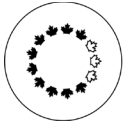


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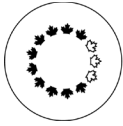
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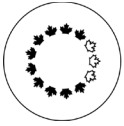
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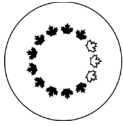
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- Appendix A – Project Brief
- Appendix B – Submission Requirements and Evaluation
- Appendix C – Price Proposal Form
- Appendix D – Bidders Checklist

- Annex A - Certificate of Insurance
- Annex B - Personnel screening, consent and authorization Form
- Annex C - Supplier – Direct deposit payment and tax information Form
- Annex D – Ownership of Intellectual and Other Property including Copyright



DEFINITIONS AND TERMINOLOGY

The following Abbreviations / Definition as may be used within this bid solicitation	NCC Definitions as it applies to this bid solicitation
Bid	The reply submitted by a Bidder in response to a bid solicitation.
Bidder	"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subconsultants.
Calendar Days	All days of the week Monday through Friday, including weekends and Statutory Holidays.
Contract	Means the contract documents referred to in Part 5 and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties.
Contract Price	The amount stated in the Contract to be payable to the Consultant for the Services including all applicable taxes.
Consultant	Means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work as outlined in Appendix A - Project Brief under the Contract.
Joint Venture	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
SRE	Submission Requirements and Evaluation
NCC	National Capital Commission
NCC Client Representative	Means the person designated in the Contract, or by written notice to the Consultant, to act as the Client Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Senior Contract Officer to the Consultant.
Person	Includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation.
Senior Contract Officer (Contracting Authority)	The person designated by the title in the Contract or by notice to the Consultant, to act as NCC's representative to administer the Contract.
PB	Project Brief
Technical Documentation	Means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.
Services	Those architectural services to be provided by the Consultant as outlined in Appendix A – Project Brief.
Work	Unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Consultant as outlined in Appendix A - Project Brief to perform the Consultant's obligations in accordance with the Contract.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into five parts plus appendices and annexes, as follows:

Part 1 - General Information: provides a general explanation of this bid solicitation and provides additional general information.

Part 2 - Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation.

Part 3 - Bid Preparation Instructions: provides Bidders with instructions on how to prepare their Bid.

Part 4 - Evaluation Procedures and Basis of Selection: indicates how the evaluation of bids received will be conducted, the evaluation criteria that must be addressed in the Bid and the basis of selection.

Part 5 - Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Appendices include:

- Appendix A - Project Brief
- Appendix B - Submission Requirements and Evaluation (SRE)
- Appendix C – Price Proposal Form
- Appendix D - Bidders' Checklist

List of Annexes include:

- Annex A - Certificate of Insurance
- Annex B - Personnel screening, consent and authorization Form
- Annex C - Supplier – Direct deposit payment and tax information Form
- Annex D – Ownership of Intellectual and Other Property including Copyright

1.2 Summary

1.2.1 The NCC is seeking to establish a contract for **Architectural Services for the NCC Workplace Modernization – Lisgar Road Offices** as defined in Appendix A – Project Brief.

1.3 Debriefings

1.3.1 Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process.

1.4 Bid Validity Period

1.4.1 All Bids received shall not be withdrawn for a period of **90 calendar days** following the date and time of the bid solicitation closing.

1.4.2 The NCC reserves the right to seek an extension to the Bid validity period. Upon notification in writing from the NCC, Bidders shall have the option to either accept or reject the proposed extension.

- 1.4.3 If the extension is accepted, in writing, by all those who submitted Bids, then the NCC shall continue immediately with the evaluation of the Bids and its approval processes.
- 1.4.4 If the extension 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.
- 1.4.5 The provisions expressed herein do not in any manner limit the NCC's rights in law or under 2.14 – Acceptance of Bid.

1.5 Language of Bid Submission

- 1.5.1 Bid documents and supporting information may be submitted in either English or French.
- 1.5.2 The language of the resulting contract shall be in the language of the Bid submitted.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in this bid solicitation by number, date and title are set out by the NCC.

Bidders, who submit a Bid, agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

By submitting a Bid, the Bidder and its affiliates agree to abide by the NCC Code of Conduct, see 5.9 - Code of Conduct.

The NCC shall not be obligated to reimburse or compensate any Bidder, its sub-consultants or manufacturers for their Bid submission or for any costs incurred in connection with the preparation of a response to this bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the NCC by the date and time and at the location indicated on the title page (page 1) of this bid solicitation.

Bid solicitation transmitted by facsimile WILL NOT be accepted.

The bid must be signed by a duly authorized signing officer of the company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts.

2.3 Enquiries - Bid solicitation

- 2.3.1 All enquiries must be submitted in writing to the Senior Contract Officer, identified on the title page (page 1) of this bid solicitation as early as possible within the solicitation period and no later than fourteen (14) calendar days prior to the date set for this bid solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided.
- 2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in

order to enable the NCC to provide an accurate answer. Technical enquiries, that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the NCC determines that the enquiry is not of a proprietary nature. The NCC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered by addenda to all bidders.

- 2.3.3 To ensure consistency and quality of the information provided to all Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide to issue an addendum. All enquiries and other communications related to this bid solicitation sent throughout the solicitation period are to be directed ONLY to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

2.4 Bidder's Checklist

NCC has provided a Bidders' Checklist, under separate cover, Titled Appendix D - Bidders' Checklist. This document outlines what documents the Bidder is responsible to complete and submit as part of their Bid submission to the NCC. If there is a discrepancy between or conflict in the contents of the Bidders' Checklist and this bid solicitation, the bid solicitation shall take precedence and govern.

2.5 Financial Bid Inclusions

Bidders should include the following information in their financial bid:

- 2.5.1 Their legal name;
- 2.5.2 The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with the NCC with regards to:
- a) their Bid; and
 - b) any Contract that may result from their Bid.

Bidders must also sign their financial bid and provide a price breakdown (if applicable) per Appendix C – Price Proposal Form herein.

2.6 Security Requirement

Refer to section 5.3.

2.7 Improvement of Requirement during Solicitation Period

Should Bidders consider that the Project Brief contained in this bid solicitation could be improved technically, Bidders are invited to make suggestions, in writing to the Senior Contract Officer of this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are submitted to the Senior Contract Officer at least fourteen (14) calendar days before the bid closing date. The NCC reserves the right to accept or reject any or all suggestions.

2.8 Minor Aberrations

The NCC may waive informalities and minor irregularities in Bids received, if the NCC determines that the variation of the Bid from the exact requirements set out in the bid solicitation documents can be corrected or waived without being prejudicial to other Bidders.

2.9 Only one Bid Submission from an Entity will be accepted

To ensure equal opportunities for all Bidders, and to eliminate risk of conflict of interest, all Bidders are advised that the NCC will not accept more than one submission per company, whether the company applies as a single entity, or, as part of a joint venture. That being said, a sub consulting firm may offer its services to several bidding entities as long as the said sub consulting firm does not also submit an offer as a Bidder.

2.10 Bid Proprietary and Confidentiality

This bid solicitation and all supporting documentation have been prepared by the NCC and remain the sole property of the NCC, Ottawa, Canada. The information is provided to the Bidders solely for its use in connection with the preparation of a response to this bid solicitation and shall be the property of the NCC.

Bids will be held in strict confidence until opening.

2.11 Revision to Bid Submissions

A Bid submitted in accordance with the bid solicitation may be amended by email provided that revision is received at the email designated for the receipt of Bids on or before the date and time set for the receipt of Bids. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the Bidders original Bid submission.

2.12 Unacceptable Bids

- Bids not submitted on the forms provided by the NCC
- Faxed bids unless otherwise stated
- Bids received after the bid closing date and time
- Incomplete bids may be rejected
- Unsigned bid shall be disqualified

2.13 Access to Information

Bidders are advised that as a Crown Corporation, the NCC is subject to the provisions of the [Access to Information Act \(ATI Act\)](#). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.

2.14 Acceptance of Bid

2.14.1 The NCC may reject a Bid if any of the following circumstances are present:

- (a) the Bidder, or any employee or subconsultant included as part of the bid, have been convicted under section 121 ("Frauds on the government" & "Consultant subscribing to election fund"), 124 ("Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against her Majesty) or Section 154.01 (Fraud against her Majesty) of the *Financial Administration Act*;
- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
- (c) the bidding privileges of any employee or sub-consulting firm included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subconsultant ineligible to bid on the Work, or the portion of the Work the employee or subconsultant is to perform;
- (d) with respect to current or prior transactions with the NCC

- (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
- (ii) 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 Bidder, any of its employees or any subconsultant included as part of its bid;
- (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the Consultant's hands with respect to a Contract with the Bidder, any of its employees or any subconsultant included as part of its bid; or
- (iv) the NCC determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2.14.2 In assessing the Bidder's performance on other contracts pursuant to item 2.14.1(d)(iv), the NCC may consider, but not be limited to, such matters as:

- (a) the quality of workmanship in performing the Work;
- (b) the timeliness of completion of the Work;
- (c) the overall management of the Work and its effect on the level of effort demanded of the NCC and its representative.

2.14.3 Without limiting the generality of items 2.14.1 and 2.14.2, the NCC may reject any Bid based on an unfavourable assessment of the:

- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a tender providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
- (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
- (c) Bidder's performance on other contracts.

2.14.4 If the NCC intends to reject a Bid pursuant to a provision of items 2.14.1, 2.14.2 or 2.14.3 or other than item 2.14.1(b), the NCC shall so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representation, prior to making a final decision on the bid rejection.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must refer to Appendix B Submission Requirements and Evaluation.

3.2 Mandatory Requirements

Refer to item SRE 4 in Appendix B Submission Requirements and Evaluation.

3.3 Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation of the mandatory and rated criteria (see Appendix B Submission Requirements and Evaluation) against which

the Bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the Bid, the NCC requests that Bidders address and present topics in the order of the rated criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their Bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

Unless specified otherwise in the bid solicitation, the NCC will evaluate only the documentation provided with a bidder's Bid.

3.4 Financial Bid

Bidders must submit their financial bid in **Canadian dollars** and in accordance with the pricing schedule detailed in Appendix C – Price Proposal Form. The total amount of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or QST (Quebec Sales Tax) is to be shown separately, as applicable.

The total price specified in Appendix C – Price Proposal Form, when quoted by the Bidder, is an all-inclusive price. The unit and extended price specified in Appendix C – Price Proposal Form, when quoted by the Bidder are all inclusive prices.

The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST) the Harmonized Sales Tax (HST) and the Quebec Sales Tax (QST). The successful Bidder will be required to indicate separately, with the request for payment, the amount of GST, HST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the Consultant who is required to make the appropriate remittance to Revenue Canada and the respective provincial governments.

The successful firm will also be requested to complete and sign a 'Supplier Direct Deposit & Tax information Form, and annex a void cheque for Electronic Funds Transfer (EFT) validation purposes.

3.5 Disbursements

Refer to Appendix C – Price Proposal Form.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives of the NCC will evaluate the Bid submissions.

4.2 Mandatory Requirements

4.2.1 Bidders who do not address and meet all the Mandatory Requirements indicated in SRE 4 in Appendix B Submission Requirements and Evaluation will be deemed non-compliant and given no further consideration.

4.3 Technical Evaluation

4.3.1 Reference Appendix B Submission Requirements and Evaluation, attached herein. Rated criteria not addressed will be given a score of zero.

4.4 Financial Evaluation

4.4.1 Reference Appendix C – Price Proposal Form, attached herein. For bid evaluation purposes, the total cost inclusive of all disbursements and applicable taxes will be the evaluated price.

4.5 Basis of Selection

- 4.5.1 Contract award for this service will be based on the evaluation criteria set out in Appendix B Submission Requirements and Evaluation.
- 4.5.2 The technical evaluation is based on a total of 100 points. The minimum required is 70 points. If a Bid qualifies, i.e. is equal to or over 70 points, the price proposals are considered, and the price offered will be weighed with the technical evaluation score for the final decision. Technical merit and price will respectively account for 70% and 30% of the overall value score. In the financial evaluation of the bids received, the actual costs to the NCC, including professional fees, disbursements and taxes, shall be evaluated, as per Appendix C – Price Proposal Form.

4.6 Bid Compliancy

- 4.6.1 To be declared compliant a Bid must:
- comply with the mandatory requirements according to item SRE 4 of Appendix B – Submission Requirements and Evaluation;
 - comply with all the requirements of the bid solicitation; and
 - obtain the required minimum number of points specified in Appendix B - Submission Requirements and Evaluation.
- 4.6.2 Bids not meeting the criteria in item 4.6.1 will be declared non-compliant. The NCC reserves the right to not accept the successful Bid or any of the Bids received, to cancel this bid solicitation and/or re-issue this bid solicitation in its original or revised form. The NCC also reserves the right to negotiate with the successful bidders and/or all bidders.

4.7 Financial Capability of Highest Ranked Bidder

- Financial Capability Requirement: The highest ranked 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 of the financial information detailed below during the evaluation of bids. The Highest Ranked Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder 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).
 - If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder 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.
 - If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - 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.
 - A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder 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.

- f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder 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.
 4. Other Information: The NCC reserves the right to request from the Bidder any other information that the NCC requires to conduct a complete financial capability assessment of the Bidder.
 5. Confidentiality: If the Bidder 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).

4.8 Assessing a Bid

4.8.1 When assessing a Bid the following will apply:

- a) if there are errors in the mathematical extension of unit price items, the unit prices prevail and the mathematical extension is adjusted accordingly;
- b) if there are errors in the addition of lump sum prices or unit price extensions, the bid is not rejected but the total is corrected and the correct amount reflected in the total bid price;

PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Contract resulting from the bid solicitation.

5.1 Project Brief

The Consultant shall perform the Work in accordance with the Appendix A – Project Brief and the Consultant's technical bid entitled _____, dated _____.

5.2 Priority of Documents

If there is a discrepancy between or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (1) the Articles of Agreement;
- (2) Appendix A – Project Brief;
- (3) Appendix C – Price Proposal Form;
- (4) The Consultant's bid dated _____.

5.3 Security Requirement

The NCC reserves the right to not award the Contract until such time as the Consultant's personnel core employees, as well as any recurring subconsultants, have obtained the required level of security screening as identified by the NCC Corporate Security.

The security requirements for this project are divided into two categories based on their intended final use and the Classification and Document handling protocols will vary for each of these categories.

- a) **Sanitized and Unclassified:** This classification will apply to approximately 85% of the project whereby all documents will be sanitized according to NCC protocol and then Unclassified, requiring no document handling procedures. Employees, including sub-consultants, working on the less stringently classified scope of work will require **Reliability** level security clearance.
- b) **Sanitized and Protected (Classification TBD):** This classification will apply to approximately 15% of the project scope whereby all documents will be sanitized according to NCC protocol and then assigned a Protected security level of Secret or Top secret (TBD). Document handling requirements for this classification will require more stringent document handling procedures as confirmed by NCC Corporate Security. Employees, including sub-consultants, working on the more stringent scope of work will require **Secret** level security clearance.

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

Security screening of individual

The NCC Corporate Security will make sure that the Consultant meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If the Consultant is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, the NCC Corporate Security may validate the security clearance of the Consultant Team. The NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

Fingerprinting

The screening process includes fingerprinting for identification purposes. The NCC Corporate Security can process fingerprints as forms are provided. Since July 1st 2015, 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.

Company Security Officer

The Consultant shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

- They must be employees of the Consulting firm;

Responsibilities of the Company Security Representative

The CSO responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the Consultant to make sure coordination;
- In collaboration with the NCC Corporate Security, identify the Consultant's personnel who will require access to NCC information/assets/sites as well as any recurring subconsultants (and their employees) who will require similar access and may not be supervised by the Consultant at all times during such access. Make sure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subconsultants who have been identified;
- Provide access to information and assets only to persons who have been security screened to the appropriate level and who are on a "need-to-know basis";
- The Consultant shall make sure 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;
- Properly safeguard of all information and assets, including any information/assets entrusted to subconsultants;
- Care must be exercised by the Consultant in handling any material prepared or received for the duration of this Contract;
- The Consultant shall, at all times, treat and safeguard the information prepared or received through the Contract or Work or pertaining thereto as per their security classification or designation, in accordance with the Policy on Government Security.
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC Corporate Security an occurrence report as soon as possible.

Access to site

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

Security of Information

The NCC reserves the right to request that the Consultant 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 Consultant does not meet the requirements to obtain the requested clearance, the Consultant or subconsultant shall take the corrective measures recommended by the NCC Corporate Security or the Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD) in order to meet these requirements.

The Consultant shall take all necessary steps to make sure 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 NCC personnel possessing the appropriate security level and authorization.

Confidentiality and Safeguarding

Any employee contracted by or employed by the Consultant 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 Consultant 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 Consultant shall not disclose such material or information to third parties unless authorized by the NCC.

5.4 Successors and Assigns

5.4.1 The Contract shall make sure that the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

5.5 Assignment

5.5.1 The Contract shall not be assigned in whole or in part by the Consultant without the prior written consent of the NCC. Any assignment made without that consent is void and of no effect.

5.5.2 No assignment of the Contract shall relieve the Consultant from any obligation under the Contract or impose any liability upon the NCC.

5.6 Time Schedule

5.6.1 The Consultant shall adhere to the approved time schedule that the NCC will provide and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the NCC Client Representative.

5.7 Indemnification

5.7.1 The Consultant shall indemnify and save harmless the NCC, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Consultant, its employees and agents, in the performance of the Services under the Contract.

5.7.2 The Consultant's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice the NCC from exercising any other rights under law.

5.8 Insurance

1. General

- a. The Consultant shall make sure that appropriate liability insurance coverage is in place to cover the Consultant and the members of the Consultant Team and shall maintain all required insurance policies as specified herein.
- b. The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c. The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d. Any insurance coverages additional to those required herein that the Consultant and the other members of the Consultant Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a. The insurance coverage provided 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 \$5,000,000 per occurrence; an aggregate limit of not less than \$5,000,000 within any policy year.

- b. The policy shall insure the Consultant and shall include the NCC as an additional insured, with respect to liability arising out of the performance of the Services.
3. Professional Liability
 - a. The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
 - b. Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

5.9 Code of Conduct

The Consultant must comply with the [NCC Code of Conduct](#) which is available on the NCC website.

5.10 Term of Contract

The period of the Contract is from signature of the Contract until November 30, 2027.

5.11 Termination or Suspension not due to Default of the Consultant

- 5.11.1 The NCC may, by giving written ten (10) working days notice to the Consultant, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 5.11.2 All work completed by the Consultant to the satisfaction of the NCC before the termination date in such notice shall be paid for by the NCC in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the NCC shall pay the Consultant's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 5.11.3 In addition to the amount which the Consultant shall be paid under the item 5.11.2 and Appendix C – Price Proposal Form, the Consultant shall be reimbursed for the reasonable Consultant's cost of and incidental to the cancellation of obligations incurred by the Consultant pursuant to such notice and obligations incurred by or to which the Consultant is subject with respect to the work.
- 5.11.4 Payment and reimbursement of time based fees under the provisions of Appendix C – Price Proposal Form, shall be made only to the extent that they are established to the satisfaction of the NCC Client Representative, that the costs and expenses were actually incurred by the Consultant, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 5.11.6 The Consultant shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC except as expressly provided therein.

5.12 Default by the Consultant and Termination due to Default of Consultant

- 5.12.1 If the Consultant is in default in carrying out any of its obligations under the Contract, the NCC may, by giving written notice to the Consultant, require such default to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault to the satisfaction of the NCC, the NCC may, without limiting any other right or remedy, terminate for default the Contract or part of the Contract.
- 5.12.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is

appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the NCC may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.

- 5.12.3 If the NCC terminates the contract under item 5.12.1 or 5.12.2, the Consultant will have no claim for further payment except as provided in this section. The Consultant will be liable for, and upon demand pay to the NCC, an amount equal to all losses and damages suffered by the NCC because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the NCC in procuring the Work from another source. The Consultant agrees to repay immediately to the NCC the portion of any advance payment that is liquidated at the date of the termination.
- 5.12.4 Upon termination of the Contract under this section, the NCC may require the Consultant to deliver to the NCC, in the manner and to the extent directed by the NCC, any completed parts of the Work which have not been delivered and accepted before the termination and any work-in-process which the Consultant has acquired or produced specifically in the fulfillment of the Contract.
- 5.12.5 Subject to the deduction of any claim that the NCC may have against the Consultant arising under the Contract or out of the termination, the NCC will pay the Consultant the value, determined on the basis of the Contract Price, including the proportionate part of the Consultant's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Consultant that the NCC considers reasonable in respect of all work-in-process delivered to the NCC pursuant to such direction and accepted by the NCC.
- 5.12.6 If, after the NCC issues a notice of termination under item 5.12.1 or 5.12.2, it is determined by the NCC that the default of the Consultant is due to causes beyond the control of the Consultant, such notice of termination shall be deemed to have been issued pursuant to Part 5, item 11 and the rights and obligations of the parties hereto shall be governed by Part 5 item 11 - Termination or Suspension not due to Default of the Consultant above.
- 5.12.7 The Consultant shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC except as expressly provided therein.

5.13 Authorities

- 5.13.1 NCC Senior Contract Officer is:

Emilie Scheckman
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 343-552-5976
Email: emilie.scheckman@ncc-ccn.ca

The Senior Contract Officer is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing the appropriate NCC delegated Contracting Authority. The Consultant must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Senior Contract Officer.

- 5.13.2 NCC Client Representative

The NCC Client Representative for the Contract is:

Name (to be entered at contract award)

Title (to be entered at contract award)
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 613-239-5678 ext.
Email: [@ncc-ccn.ca](mailto: @ncc-ccn.ca)

The NCC Client Representative is the representative of the NCC for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the NCC Client Representative; however, the NCC Client Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Contract amendment issued by the Senior Contract Officer.

5.13.3 Consultant's Representative

Name of person:
Title:
Name of Consultant:
Address:
City:
Postal code:
Telephone no.:
Email address:

5.14 Invoicing Instructions

The Consultant must submit invoices in accordance with the services rendered in accordance with their PB. Invoices cannot be submitted until all work identified in the invoice is completed or accepted by the NCC.

Send by email at the following address: [payables@ncc-ccn.ca](mailto: payables@ncc-ccn.ca)

To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment and may cause your invoice to be returned. Submit your invoice to the address shown above and clearly indicate the Purchase Order number.

5.15 Basis of Payment

In consideration of the Consultant satisfactorily completing all of its obligations under the Contract, the Consultant will be paid in Canadian dollars the firm Contract Price stipulated below. This price includes all professional fees, travel, disbursements and applicable taxes. The applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) is to be indicated separately.

The NCC will not pay the Consultant for any design changes and/or, modifications or interpretation questions concerning the work unless they have been approved, in writing, by the Senior Contract Officer before their incorporation into the Work.

During the period of the Contract, the Consultant will be paid as specified in Appendix C – Price Proposal Form, for Work performed in accordance with the Contract.

It is a term of every contract providing for the payment of any money by the NCC that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment Section 40, *Financial Administration Act*.

5.16 Terms of Payment (TP)

TP 5.16.1 Fees

1. Subject to the terms and conditions of the Contract, and in consideration for the performance of the Services, the NCC shall pay to the Consultant a sum of money calculated in accordance with the provisions herein and in Appendix C – Price Proposal Form.
2. The Consultant's fees are only payable when the Consultant has performed the Services as determined by the NCC Representative. Payment in respect of a Service, or part of a Service, is not to be deemed a waiver of the NCC's rights of set off at law or under the Contract for costs or expenses arising from default or negligence of the Consultant.
3. The maximum amount payable under the Contract, including fees and disbursements, shall not exceed the sum specified in Appendix C – Price Proposal Form, without the prior written authorization of the NCC Representative in accordance with the terms of the Contract.

TP 5.16.2 Fee Arrangement(s) for Services

The fee to be paid to the Consultant for the Services described herein, shall be determined by the fee arrangements as specified in Appendix C – Price Proposal Form.

TP 5.16.3 Payments to the Consultant

1. The Consultant shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Terms of Payment, if applicable. Such payments shall be made prior to or on the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the NCC Representative in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - a. the amount of the progress payment being claimed for Services satisfactorily performed,
 - b. the amount for any tax calculated in accordance with the applicable federal legislation, and
 - c. the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by the NCC to the Consultant in addition to the amount of the progress payment for Services satisfactorily performed.
4. The NCC Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made prior to or on the thirtieth (30) days after acceptance of the corrected invoice or the required information.
5. Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non-payment to the Sub-Consultant, the NCC Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
6. Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of an acceptable invoice.

TP 5.16.4 Delayed Payment

1. If the NCC delays in making a payment that is due in accordance with TP 5.16.3, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in subsection 2 below including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in TP 5.16.3.1.
2. Interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with TP 5.16.3.5 or TP 5.16.3.6 whichever is the later.

TP 5.16.5 Claims Against, and Obligations of, the Consultant

1. The NCC may, in order to discharge lawful obligations of and satisfy lawful claims against the Consultant by a Sub-Consultant, with whom the Consultant has a direct contract, for Services rendered

- to, or on behalf of, the Consultant, pay an amount from money that is due and payable to the Consultant directly to the claimant Sub-Consultant.
2. For the purposes of subsection 1 a claim shall be considered lawful when it is so determined
 - a. by a court of legal jurisdiction, or
 - b. by an arbitrator duly appointed to arbitrate the said claim, or
 - c. by a written notice delivered to the NCC Representative and signed by the Consultant authorizing payment of the said claim or claims.
 3. A payment made pursuant to subsection 1 is, to the extent of the payment, a discharge of the NCC's liability to the Consultant under the Contract and will be deducted from any amount payable to the Consultant under the Contract.
 4. Subsection 1 shall only apply to claims and obligations
 - a. the notification of which has set forth the amount claimed to be owing and a full description of the Services or a part of the Services for which the claimant has not been paid. The notification must be received by the NCC Representative in writing before the final payment is made to the Consultant and within one hundred twenty (120) days of the date on which the claimant
 - i. should have been paid in full under the claimant's Contract with the Consultant where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - ii. performed the last of the Services pursuant to the claimant's Contract with the Consultant where the claim is not for an amount referred to in subparagraph 4.(a)(i), and
 - b. the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in paragraph 4.(a) was received by the NCC Representative.
 5. The NCC may, upon receipt of a notification of claim referred to in paragraph 4.(a), withhold from any amount that is due and payable to the Consultant pursuant to the Contract the full amount of the claim or any portion thereof.
 6. The Consultant shall discharge all lawful obligations and shall satisfy all lawful claims against the Consultant for Services rendered to, or on behalf of, the Consultant in respect of the Contract at least as often as the Contract requires the NCC to discharge its obligations to the Consultant.

TP 5.16.6 No Payment for Errors and Omissions

The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant had assumed responsibility in performing the Services including its Sub-consultants.

TP 5.16.7 Payment for Changes and Revisions

1. Payment for any additional or reduced Services authorized by the NCC Representative prior to their performance, and for which a basis of payment has not been established at the time of execution of the Agreement, shall be in an amount or amounts to be determined by the NCC Representative, acting reasonably, subject to these Terms of Payment.
2. Where it is not possible, or not appropriate, to determine a fixed price fee or percentage fee prior to the performance of the additional or reduced Services, payment shall be made on the basis of a time based fee in accordance with TP 5.16.2. Disbursements shall be paid in accordance with TP 5.16.2.
3. Prior to the performance of additional or reduced Services on the basis of a time-based fee, the Consultant shall comply with any request made by the NCC Representative regarding persons to be employed by the Consultant or the Consultant's subconsultants to provide the additional or reduced Services. In addition, the NCC Representative shall determine, based on industry practice and input from the Consultant, hourly rates for any of those persons for whom the relevant information does not appear in Appendix C – Price Proposal Form.
4. Payment for additional Services not identified at the time of execution of the Contract shall be made only to the extent that
 - a. the additional Services are Services that are not included in stated Services in the Contract,
 - b. the additional Services are required for reasons beyond the control of the Consultant, and
 - c. any fee adjustment for Services resulting from an adjustment in the Construction Cost Estimate arising from the additional Services is not commensurate with the additional Services performed.

TP 5.16.8 Changes in the Consultant Team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the Services or part of the Services be unable to perform or complete the Services, the Consultant shall obtain the concurrence of the NCC Client Representative prior to performing or completing the Services, or entering into an agreement with another equally qualified entity or person to perform or complete the Services, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the NCC Client Representative referred to in subsection 1 above, the Consultant shall provide notice in writing to the NCC Client Representative containing:
 - a. the reason for the inability of the entity or person to perform the Services;
 - b. the name, qualifications and experience of the proposed replacement entity or person, and
 - c. if applicable, proof that the entity or person has the required security clearance granted by the NCC.
3. The Consultant shall not, in any event, allow performance of any part of the Services by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the NCC Client Representative shall not relieve the Consultant from responsibility to perform the Services.
4. The NCC Client Representative, with the authority of the NCC, may order the removal from the Consultant Team of any unauthorized replacement entity or person and the Consultant shall immediately remove the entity or person from the performance of the Services and shall, in accordance with subsections 1 and 2 above, secure a further replacement.
5. The fact that the NCC Client Representative does not order the removal of a replacement entity or person from the performance of the Services shall not relieve the Consultant from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the Services.

5.17 Records to be kept by Consultant

- 5.17.1 The Consultant shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Consultant including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.
- 5.17.2 The Consultant shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.
- 5.17.3 The Consultant shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract, in the absence of such specification, for a period of six (6) years following completion of the work.

5.18 Conflict of Interest - Other Work

The Consultant, during and after the period of performance of the Contract agrees that:

- 5.18.1 If its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), for the Work performed under its Contract, the Consultant must not bid for any of that resulting contract(s); and
- 5.18.2 The NCC will disqualify any bid from the Consultant (or any entity that either controls or is controlled by the Consultant or, together with the Consultant, is under the common control of a third party, as well as such third party) for contracts, on any other work of this project for the Work performed under its Contract, as described in this clause, in respect to which the NCC determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

5.19 Ownership of Intellectual and Other Property including Copyright

Refer to Annex D.

5.20 Notices

- 5.20.1 Subject to item 5.20.3 below, 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.
- 5.20.2 Any notice, order or other communication given in writing in accordance with item 5.20.1 above 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 (6th) day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 5.20.3 A notice given under 5.11 - Termination or Suspension not due to Default of the Consultant or 5.12 - Default by the Consultant and Termination due to Default of Consultant shall be given in writing and, if delivered personally, shall be delivered, if the Consultant is a sole proprietor, to the Consultant or, if the Consultant is a partnership or corporation, to an officer thereof.

5.21 Conflict of Interest

The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Consultant shall declare it immediately to the NCC Senior Contract Officer.

5.22 Consultant Status

This is a Contract for the performance of a service and the Consultant is engaged under the Contract as an independent Consultant for the sole purpose of providing a service. Neither the Consultant nor any of the Consultant's personnel is engaged by the Contract as an employee, servant or agent of the NCC. The Consultant agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

5.23 Standard of Care

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of similar services at the time when and at the location in which the services are provided.

5.24 Compliance with Legal Requirements

The Consultant himself shall be solely responsible for complying with all federal and provincial laws and municipal by-laws applicable within the context of the services provided by him under the present Contract.

5.25 Responsibility of the NCC

The NCC Client Representative shall provide the support, counsel, directives, instructions, acceptances, decisions and information that he shall consider necessary or appropriate in connection with this Contract.

5.26 Ownership of Documents

The NCC acknowledges that the Consultant may be required to share information about the Contract or the Work with its professional representatives such as its insurer, lawyer or regulator. The Consultant shall guarantee that only its authorized employees and if required, its professional representatives, are given access to the said documents or records and that these employees and professional representatives treat these documents and records, and the information contained therein, as confidential.

Upon the expiry, termination or completion of the Contract, the Consultant shall return to the NCC forthwith any information derived from the NCC Geomatics' Database and shall retain all other documents and records provided by the NCC, and the information contained therein, in accordance with the Consultant's professional obligations in respect to document retention.

The NCC shall have unrestricted access to all documents and records provided to the Consultant during the term of the Contract.

5.27 Managers, Employees, Agents and Sub-Consultants

The Consultant shall take all reasonable measures and precautions in order that his managers, employees, agents and sub-Consultants comply with the terms of the present Contract. Without limiting the general nature of the above, Consultants shall include in all subcontracts arising from this Contract, clauses which are similar to these conditions, such clauses to be formulated in terms that are not less favourable to the NCC than their counterparts in the said conditions. The Consultant shall comply with these conditions and take any other actions required by the NCC in order to fulfil the terms of the present clause.

5.28 Use of NCC Geomatics' Database

The Consultant may request through the NCC Representative the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc., for the purposes of this Contract. The Consultant by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Consultant will use the database only for the Consultant's own internal operations relating to approved NCC assignments. The Consultant may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Consultant's own internal operations described in above paragraph. The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.

The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.

Upon expiration or early termination of the Contract, all rights and privileges granted to the Consultant for use of the database will immediately terminate and the Consultant shall immediately return all copies of the database and all related material including any derived works to the NCC.

5.29 Applicable Laws

The solicitation and resulting Contract therefrom are to be interpreted, construed and governed by, and the relations between the parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein. The relationship between the parties must also be conducted in accordance with these laws.

5.30 Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Appendix A

Project Brief

ARCHITECTURAL SERVICES

for the

NCC Workplace Modernization – Lisgar Road Offices

SOLICITATION NUMBER: ES038



NCC Workplace Modernization – Lisgar Road Offices: Architectural Services

Appendix A: Project Brief

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1 PROJECT DESCRIPTION

1.1 Intent of Contract

The National Capital Commission (NCC) will retain the Services of an architectural entity, the Consultant, to provide professional services for the rehabilitation and interior fit-up of two existing buildings and the construction of a new addition that bridges the buildings to upgrade an office to current day accessibility, sustainability, and workplace standards. The existing buildings, identified as *Heritage Designated Building A* and *Building B*, are two-storey brick residential character buildings in the domestic sub-group of the Farmland and Operations Area or the 'Operations Zone' within a nationally significant historic campus setting estate in Ottawa, Ontario. *Heritage Designated Building A* is a Federal Heritage Buildings Review Office (FHBRO) designated building built in 1876. *Building B*, built in 1912, has heritage character, despite the formal recognition. The **830m²** building (comprised of the existing two brick buildings and the new addition) is to be designed and constructed to achieve certification **Zero Carbon Building Design + Performance** with the Canadian Green Building Council.

The project intends to create a consolidated office environment for groups who currently work in various facilities spread across the site. The work also involves the demolition of temporary parking, a temporary building, and two rear porches attached to *Heritage Designated Building A* and *Building B*. Site works will include providing consolidated and updated building services; landscaping, including clearly rationalized pedestrian network, soil remediation and re-grading; and expanded parking.

In the Contract, the Consultant, Sub-Consultant(s), and Specialist Consultant(s) collectively are referred to as the Design Team. Altogether, the scope of the Design Team's Services are; Pre-Design, Schematic Design; detailed Design Development and support to obtain necessary approvals; numerous Design Packages for competitive tender; and Site Services - administration and Site Review of the construction work and post-construction phases.

The NCC completed a functional program and indicative plans for basement, ground, and second level, building elevations, cross and longitudinal sections, as-found drawing notes, and a Revit model. An order of magnitude cost estimate was developed based on the indicative plan. These documents illustrate the scope of work for this project and will be provided upon the award of the contract.

The NCC intends to deliver this project through a construction management approach. The Construction Manager (CM) will work collaboratively with the Design Team and the NCC's Departmental Representative (NCCR) team. The CM is required to support the development and analysis of implementation options for the Project, managing the work sequencing, cost, and construction of approved design solutions.

1.2 Project Information

1.2.1 Abstract

As custodians of the site, NCC management and administration, operations and maintenance, grounds and horticulture, real property, design and construction, and interior design are centered in the Operations Zone, located North of the main residence. This area of the campus has been the “heart” of the site operations since being the working farmyard of the original 1838 estate. In keeping with the working yard legacy, the Operations Zone has long been recognized as the center for all site operations and maintenance.

Existing NCC accommodations in the Operations Zone are inadequate to properly support the functions of the staff due to a shortage of appropriate office space. Currently, NCC office accommodations are spread across the site in five different buildings.

The two existing brick buildings at the core of this project are part of the domestic sub-group of the Operations Yard; many staff residents have lived in these buildings throughout their history. *Heritage Designated Building A* and *Building B* are visually part of the adjacent neighborhood beyond the estate’s gates.¹

Constructed as a laundry house in 1876, *Heritage Designated Building A* (FHBRO Recognized), was converted to a semi-detached residence for staff in 1912 following the conversion of the Gasometer building into a laundry.² The red brick clad building is wood framed, and has a rubble foundation faced with cut and dressed stone. The building is of Queen-Anne Revival character but is modest in its ornament and polychromy.

Building B (Heritage Character) was constructed as a semi-detached residence for staff in 1912 and was converted into a single office space in 2005. The building is wood framed and clad in brick and has a dressed stone foundation and poured concrete foundation walls and a wooden roof typical of pre-First World War housing.

A single story wood framed building of 140sm was constructed in the Operations zone opposite *Building A* and *Building B* in 1991 to provide additional office on a temporary basis. This building will be used as swing space during construction of the new office space, and subsequently demolished within the scope of this project.

1.2.2 Cost

The NCC’s construction budget, excluding taxes but including building, landscape and site scope, will be provided to the successful bidder **upon contract award**. The budget includes a sustainability premium and design contingencies, construction and escalation contingencies are carried, in addition to the construction budget.

1.2.3 Milestones

¹ FHBRO, Jennifer Cousineau, Ten Buildings, 2009, p. 18.

² PTAH Consultants Inc., Architects, Site Development History, Individual Asset Records, 2003, p.257.



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Key Project activities and milestones with corresponding time frames are listed below. The Design Team is to complete the Pre-Design, Schematic Design, Detailed Design and Design Package production to achieve the milestone dates below, providing Services as indicated throughout this Project Brief.

Project Milestones	Date
Consultant kick-off	January 8, 2024
Pre-Design	January 22, 2024
Schematic Design 50%	February 29, 2024
Schematic Design 100% + Class D Estimate	April 11, 2024
FHBRO Application	April 25, 2024
ACPDR Submission Draft	May 2, 2024
Board Submission Draft (schematic design)	May 16, 2024
ACPDR Presentation	May 16, 2024
Design Development (DD) 33% + Class C Estimate + Client Presentation	May 21, 2024
FHBRO Committee Review	TBD
Board Presentation (schematic design)	June 20, 2024
Design Development (DD) 66% + Class B Estimate + Client Presentation	July 30, 2024
Design Development (DD) 99% + Permit Set + Client Presentation	September 10, 2024
Board Submission Draft (final design)	October 20, 2024
Final Board Presentation	November 20, 2024
100% Design Development + Class A Estimate	October 22, 2024
Design Packages (Issued for Tender (IFT))	Timing Determined with NCCR and CM
Issue for Construction	Timing Determined with NCCR and CM

Construction Start	Fall 2024 (Timing to be determined by NCCR)
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1.3 Project Implementation

1.3.1 Overview

The mandated project implementation strategy will optimize critical decision making to prioritize the design and interim Project approvals, allowing construction to start early and in a streamlined sequence. To meet these priorities, the Design Team, the CM, NCCR, along with NCC’s property management groups are to work in an interactive manner, progressively resolving issues.

The Consultant, as the design authority, is required to understand the NCC’s functional, operational and security requirements and incorporate these into comprehensive design solutions. Further, the Consultant is required to define component and system performance requirements then confirm and document their actual performance once built to support the ZCB Design + Performance certification application submissions. The consultant team is required to provide cost estimation services as outlined in this RFP, independent from costing prepared by the CM. Commissioning services will be engaged separately, outside the scope of this contract.

1.3.2 Design Coordination

The Consultant has the ongoing role of managing all members of the Design Team to integrate and coordinate the Project design.

1.3.3 Budget Management

The Consultant has the ongoing role of managing and tracking the project scope against the third party cost estimates delivered as outlined in this project brief to ensure that projected cost estimates align with the agreed upon estimated budget. If at any time the Construction Cost Estimates provided by the Proponent exceed the agreed upon Construction Budget by more than 15%, the Design team shall make appropriate recommendations to the Client to increase the Construction Budget, abandon the Project or decrease the Project scope or quality.

1.3.4 CM Delivery Methodology

The NCC will use a construction management delivery method for this Project.

The CM will define the scope and sequencing of the Consultant’s DPs to the NCCR and Design Team, for the Design Team to plan their tasks and activities accordingly. Design Team decisions will require substantiated assessment of the viability of the design proposal and cost and schedule benefit established by the CM. The CM, if 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 construction work and DP phasing and sequencing in accordance with the Project milestones and construction budget approved by the NCC.

The Consultant is required to provide an experienced site review team with the ability to respond to evolving situations and coordinate and integrate ongoing construction operations with the design production. The CM and the Design Team’s Site team are to have the authority, ability and capacity to



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immediately respond to evolving situations, daily, coordinating and integrating ongoing construction operations with the design production.

1.3.5 Design Packages (DP) and Tendering Strategy

The CM will take a lead role to identify all DP submissions and their timing in order for the Design Team to prioritize their design effort. Prior to commencing Design Package production, the CM in consultation with the Design Team and NCCR, will define the level (extent) of completion of each DP deliverable which the Design Team is required to design.

If the NCCR approves scope changes after the initial 100% DP submission, the Design Team is required to inform the NCCR and CM of the impact of said changes on DP production. The CM will inform the NCCR and Design Team of the impact of said change on the Construction Cost Estimate and the Project schedule. With the agreement of the NCCR, the Design Team is required to incorporate the approved scope change into the DP addenda where possible or address the change as a change order after DP award.

Notwithstanding the basic strategy of acceleration and concurrent investigation, design, approval and construction outlined in the proceeding sections, the CM will mobilize at the Site(s) in advance of fully completed DPs. The CM will prequalify a pool of trades to implement the trade-specific work required for each sub-Project. The Design Team, in consultation with the NCCR and the CM, will support the CM to define pre-qualification criteria for sub-trades and suppliers.

Tendering to construction trades or suppliers is to normally start after delivery of 100% complete DPs. In some cases, to advance starting Critical Path activities, the CM may tender 90% DPs and obtain competitive unit rates to complete the DP work.

At maximum, the Project could require **5 DPs**. The actual number of DPs are the CM's responsibility to determine, in consultation with the Consultant and NCCR. FF&E DPs are to reflect the NCCs' requirements and, to the extent possible, consolidate similar goods into larger solicitations of similar content. The list below is a preliminary summary of DPs, which could be expanded or condensed by the CM:

1. Demolition
 - i. Environmental Protection;
 - ii. Tree removal;
 - iii. Building Demolition;
 - iv. Excavation;
 - v. Civil: servicing, roadway pavements, grading/drainage, etc.; and
 - vi. Contaminated Soil removal / remediation.
2. New Construction
 - i. Base Building (structural, envelope, and detailing of all envelope penetrations);
 - ii. Mechanical, including mechanical controls and sub-metering;
 - iii. Electrical, including electrical controls and sub-metering;
 - iv. Pre-purchase of specialized windows and exterior doors;

- v. Pre-purchase of specialized mechanical equipment;
 - vi. Foundations; and
 - vii. Door hardware.
3. FF&E
 - i. Interior finishes, furnishings, and millwork.
 4. Landscape Architecture
 - i. Site layout including internal roadways pathways, planting, signage, lighting etc.; and
 - ii. Re-grading.
 5. Secure meeting and work rooms.

To optimize the overall Project Schedule, the CM may subdivide DPs into individual Design Packages, or tender and award DPs to multiple subcontractors of the same trade.

2 BACKGROUND

2.1 General

The Rideau Hall estate is a National Historic Site and is one of only two landscapes in Canada having a “Classified” designation by the Federal Heritage Review Office (FHBRO), the other being Parliament Hill.

The site has had a rich history over the past 180 years since the original eleven-room villa was built in 1838. Purchased from the private estate of Thomas Mackay in 1868, the property became a permanent Official Residence. The buildings and grounds of the site, sometimes referred to as a Complex, have played a prominent role in Canada’s history.

When the work to prepare the site as an official residence began in 1865, approximately a half dozen farmyard buildings were in place. These buildings have long disappeared, but the layout, access, and natural site features are still legible. During 1865-2012, the farmyard steadily transitioned from ‘farmyard’ to the present Operations Zone and currently accommodates a wide range of support operations.

Beginning in 2016, the Operations Zone underwent the most significant change since the 1940s with the removal of temporary structures, relocations of buildings, and contemporary building additions.

The project in this scope of work is part of the final stages of the Operations Zone redevelopment. However, unlike other buildings in the Operations Zone, *Building A* and *Building B* are located within a distinct domestic sub-zone with a prominent visual relationship with the adjacent neighborhood.



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Existing Buildings

1. Heritage Designated Building A
2. Building B
3. Dome Building, Designated
4. Stable Building, Designated
5. Chauffeur's Garage
6. Central Heating Plant
7. The Barn

To be Removed

8. Building
9. Temporary Parking
10. Sheds

Site

11. Staff Picnic Tables
12. Generator
13. Parking

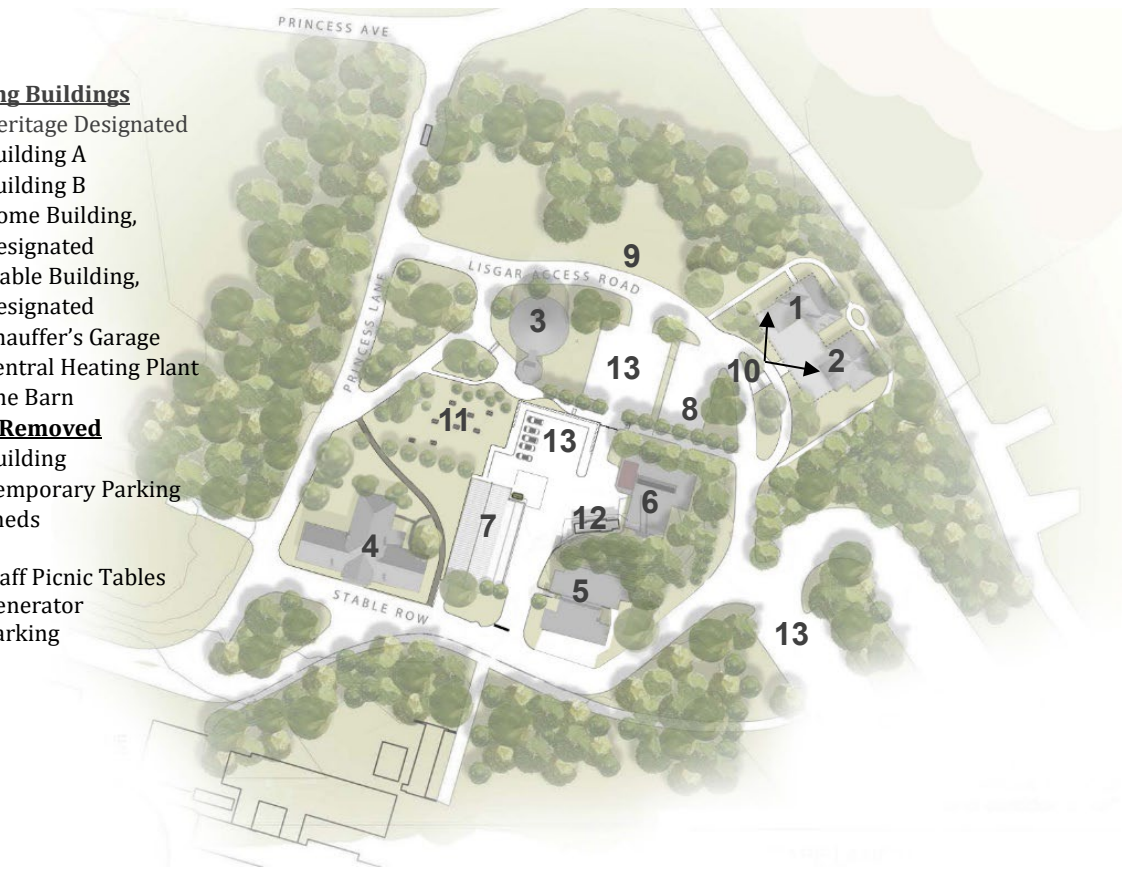


Figure 1: NCC 2023 Operations Zone Site Plan



Figure 2: *Building B*, 1912



Figure 3: *Heritage Designated Building A*, 1876

Originally the “Laundry,” *Heritage Designated Building A* was built in 1876 on a national historic site to improve the operational services necessary for the estate.³ *Building A* was converted to a residential duplex in 1912, along with the construction of the adjacent detached residential duplex: *Building B*.

Formally designated in 2013, *Building A* is a “two-storey red brick house, of conservative Queen Anne Design with steeply-pitched hip roof and relatively restrained wood detailing.”⁴ *Building B* is also a two-storey red brick house; “solid and symmetrical, the house is typical [of pre-first World War residential construction] in its hip roof, front gable and projecting front porch...routinely detailed and finished.”⁵ Unlike 15-17 *Building A Lisgar*, *Building B Lisgar* is not independently recognized.

The two houses are visible from the road and “provide something of a public face for the residence.”⁶ A small lawn leads to a sidewalk similar to other nineteenth century houses in Ontario, “but unlike other similar houses, there is an ‘imposing and intricately crafted wrought iron and stone fence that marks the outer boundary of the estate.”⁷

These buildings are part of the Farmland and Operations Area of the Estate, but constitute their own [miniature domestic landscape] within the larger service area. The buildings are visually part of the neighborhood beyond the gates of the estate. The two buildings are separated only by small strips of lawn and a paved path, and they strengthen each other’s presence.⁸

The current use of *Building A* and *Building B* support office functions within the Operations Zone, but they are visually distinguishable as residential in appearance and have a history of domesticity. The

³ FHBRO, *Ten Buildings*, p.4.

⁴ FHBRO, *Ten Buildings*, p.16.

⁵ FHBRO, *Existing Conditions Use and Analysis*, 2003.

⁶ FHBRO, *Ten Buildings*, p.7.

⁷ FHBRO, *Ten Buildings*, p.17.

⁸ FHBRO, *Ten Buildings*, p.18.



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current building rehabilitation and addition should preserve the domestic quality of the existing structures and sub-zone within the estate.

2.2 Project Vision and Design Priorities

The project vision is to create a comprehensive office environment that is sensitive to the site context and built to high sustainability and accessibility standards.

Key priorities which guide the project are:

Aspirational Sustainable Design

- Supporting the Government of Canada’s Greening Government Strategy;
- Supporting the NCC “Sustainable Development Strategy (2018)”;
- Achieve Zero Carbon Building Design + Performance certification through the Canadian Green Building Council;
- Use best practices for sustainable design throughout the site and building;

Operational Accommodation

- Design to accommodate programmatic requirements efficiently and creatively;
- Design to applicable building, safety and occupational codes and standards; and
- Design to meet and exceed standards for universal accessibility.

Longevity and Economy

- Design for long life cycles, low maintenance and durability; and
- Design to accommodate future changes in use.

Respectful Conservation Approach

- Design with respect for federal heritage designations of the site and the landscaped grounds;
- Design with respect for the federal heritage designation of *Heritage Designated Building A* and the heritage character of *Building B*.
- Design following “Standards and Guidelines for the Conservation of Historic Places in Canada”.

2.3 Sustainable Design Requirements

The project shall be certified to the Canada Green Building Council **Zero Carbon Building (ZCB) Design + Performance Standard**. The consultant will be responsible for achieving certification for **ZCB Design Certification** at completed detailed design phase and for achieving certification for **ZCB Performance 12** months post occupancy.

In addition to the above certification requirements, Project design must follow an integrated sustainable design approach including the following:

1. Integrate energy and resource conservation technologies into the design. Technology shall not be an after-thought employed to correct fundamental design deficiencies;
2. Respect the *Migratory Bird Convection Act (MBCA)* and the *Species at Risk Act (SARA)* with design following bird friendly best practices;
3. Site design to reduce impervious services and promote natural infiltration and treatment of stormwater;
4. Rainwater recovery for non-potable uses if deemed suitable;
5. Photovoltaic panels to support aspirational sustainable design objectives (Renewable energy generation will not be linked to a micro-grid for this project);
6. Design for light pollution reduction best practices; and
7. Include comprehensive consideration of sustainability attributes with environmental factors such as reduction of energy, water, and waste; and
8. Consider affordability over the complete facility lifecycle.

2.4 Operating Requirements

With the support of the CM, the operating requirements for the building are to be developed and submitted as a separate report accompanying the Design Development submissions. Operating requirements are to be defined by each design discipline and summarized into a comprehensive property management framework including, but not limited to:

1. Annualized Costs for each utility;
2. All maintenance contract requirements and projected annual Costs;
3. Operating staff requirements (number, type, budget Cost, etc.);
4. With the input of the NCCR and NCC real estate personnel and annual property taxes, undertake and complete life-cycle Cost analysis using criteria, information, and software acceptable to the NCCR.
5. Integrate operating requirements and their annualized Costs with projected life-cycle Cost of systems replacement (HVAC, roofing, etc.) to inform the NCC of its operating requirements and Costs.

2.5 Universal Design for Accessibility Requirements

The NCC is committed to making its facilities accessible to all including 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).

If it is not possible to integrate accessibility standards in the design, the Consultant is to consult with the NCCR and CM in advance of making such decisions, ensuring the proposed intervention meets the intent of the regulations or provides an alternate solution acceptable to the NCCR.

2.6 Gender Based Design

The NCC is committed to making its facilities more inclusive to all segments of the population and is committed to the implementation GBA+ as a strategy towards this goal. GBA+ is an analytical process used to assess how diverse groups of women, men, and gender diverse people may experience policies,



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programs, and initiatives. This analysis extends beyond biological (sexes) and socio-cultural (genders) to include other identity factors such as race, ethnicity, religion, age, sexuality, and mental or physical disability.

Gender-neutral and majority-accessible washrooms are one way to provide increased inclusivity within this facility. However, other opportunities should be considered and presented for further consideration where possible.

2.7 Heritage Conservation Approach

The design approach is to consider the heritage character of the National Historic Site as defined in the heritage character statement and the statement for commemorative intent. The design is to respectfully consider the Federal Heritage Designation of *Heritage Designated Building A* as defined in the Parks Canada Directory of Federal Heritage Designations. The Rideau Hall Landscape Design and Site Management Guidelines (2005) and the Parks Canada's [Standards and Guidelines for the Conservation of Historic Places in Canada](#) are to guide the design solution.

The project is identified primarily as rehabilitation requiring an addition and a sensitive adaptation of the existing building to meet contemporary needs within the site's cultural landscape.

Appropriately addressing the requirements of the New Program will require striking a balance between minimal intervention, reversibility, and the introduction of new features. Though expressed as an identifiable contemporary layer, the new features and alteration of historic spaces will be introduced cohesively and in a manner that compliments, and where appropriate, reinforces, the buildings' heritage character and character-defining elements. The Heritage Conservation Approach for the Project should be grounded in the value-based process and principles of the *Standards and Guidelines for the Conservation of Historic Places in Canada*.

Conservation goals:

- Preserve the character-defining elements, *Building A's* Queen-Anne Revival style, and *Building B's* pre-First World War style.
- Preserve the residential architectural expression and scale of the buildings with the new addition;
- Maintain the material and color palette found on-site, hierarchy of materials and finishes on interior and exterior; and
- Maintain the legibility of the 2 separate heritage buildings connected to the new addition.

The following Standards, (in addition to the standards 1 through 9) are the most relevant to this project:

- **Standard 10.** Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.

- **Standard 11.** Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
- **Standard 12.** Create any new additions or related new construction so that the essential form and integrity of an historic place will not be impaired if the new work is removed in the future

3 SCOPE

3.1 Architecture

3.1.1 Massing Concept

The design team is to develop a Schematic design applying the following architectural design intentions:

- Minimize the building scale, support sustainable design objectives, realize functional objectives and propose a design subordinate to, compatible with, and distinct from the existing heritage building and heritage site context.
- The new addition's massing and architectural expression is to respect and maintain the remaining elements of the domestic sub-zone within the historic farm and current operations yard, the domestic scale and patterns of additive development within the operations zone, and the following design intentions:
 - The building addition is to be a two-storey building located between *Heritage Designated Building A* and *Building B*;
 - The massing of the new construction should not overpower, or detract from the historic massing and rooflines of the heritage buildings, but rather complement and support;
 - Building addition architectural language to be informed by precedent history on the site;
 - Office building floor level to align with entry level of *Building B*;
 - Design to reflect the service functions of the operations area and the domestic sub-zone. and
 - Minimize building height of the first storey and set-back the second storey to maintain foreground and background views of *Heritage Designated Building A* and *Building B*.

3.1.2 Material Selection

Material selections must support the four design priorities for the project and the following considerations must guide material selection:

1. Exterior materials are to be in keeping with existing materials within the Operations Zone and/or the domestic sub-zone;
2. Durability, longevity and low maintenance materials to support the history and character of the Operations Zone and/or the domestic sub-zone;



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3. Wood first (FSC): Wood shall be considered as the preferred building construction material where appropriate;
4. Use sustainable materials with the least environmental impact based on embodied energy, embodied water, embodied emissions, and recycled content;
5. Use locally sourced material if possible. Material selection must meet the responsible industry living building imperative and avoid materials identified on the living building red list; and
6. Material are to be selected to minimize the embodied carbon (an embodied carbon report must be produces as part of the Zero Carbon Design standard application).

3.1.3 Building Program

The **total 830m² gross building area** includes three distinct parts, *Heritage Designated Building A* (274m² gross), *Building B* (284m² gross), and the new addition (approximately 272m²) with a 204m² basement (63m² in the new addition and 141m² in *Building B*.) The building is made up of the following areas:

1. **Fit-up for 40 NCC employees comprised of:**
 - i. Management and Administration (open + closed)
 - ii. Interior Design (open + closed)
 - iii. Real Property (open + closed)
 - iv. Grounds and Horticulture (open + closed)
 - v. Building Services (open + closed)
 - vi. Design and Construction (open)
 - vii. Architectural Interiors (open)
 - viii. 47m² Secure Work Space
 - ix. Large communal kitchen and staff lunchroom
 - x. Office amenities and support spaces
 - xi. Storage Rooms, Locker Areas, and Uniform Storage
2. **Considerations and challenges for rehabilitating and adding an addition that bridges *Heritage Designated Building A* and *Building B* includes the following:**
 - i. Ramps are required at each level to address unaligned floor heights between *Building A* and *Building B*;
 - ii. An elevator or LULA will provide access throughout the building;
 - iii. Heritage windows in *Building A* appear to be in fair condition and options for achieving required thermal performance should prioritize rehabilitation with the addition of storm windows or thermal panes as required;
 - iv. Introduction of Universally Accessible spaces throughout including addressing exterior grading challenges to ensure two barrier-free building entrances;
 - v. Repoint and repair damaged masonry at both buildings and rehabilitate heritage character-defining wood elements;

- vi. Shallow soffits are damaging exterior wall assemblies and may require the addition of eavestroughs or other water mitigation strategies;
 - vii. Assume removal of interior lath and plaster and any insulating materials in order to allow for new insulation, studs and AV barriers as required to achieve improved building envelope performance;
 - viii. Introduce new attic insulation;
 - ix. Remove and re-use hardwood, millwork and mouldings where possible;
 - x. Abatement of designated substances will be required; DSS report to be provided upon award of contract;
 - xi. Introduce code upgrades such as modified railings to two (2) existing stairs in *Building A* & one (1) existing stair in *Building B*;
 - xii. Extensive demolition of interior partitions and doors and openings in load bearing walls;
 - xiii. Replace or rehabilitate four (4) exterior doors;
 - xiv. Replace hardwood flooring throughout;
 - xv. Remove, refinish, and reinstate hardwood baseboards and heritage doors (with transom windows);
 - xvi. Assume high performance wall assembly in new addition;
 - Double stud exterior walls with cavity insulation or equivalent to achieve required insulation
 - Highly insulated roof
 - Triple pane windows
 - Special detailing at building envelope for air tightness and zero thermal breaks
 - Provide photovoltaic panels at flat roof of addition
3. **Considerations and challenges for rehabilitation of *Heritage Designated Building A*:**
- i. An unstable rubble foundation faced with massive rough-cut stone for an inaccessible crawl space requires deepening of approximately three feet, underpinning and structural reinforcement to foundation, and a new slab poured with insulation below to provide access for ongoing maintenance;
 - ii. upgrade horizontal FFR's and structure at ground level ceiling;
 - iii. upgrade ground floor structure; and
 - iv. Assume excavation and introduction of new waterproofing membrane and drainage tile at building perimeter.
4. **Considerations and challenges for rehabilitation of *Building B*:**
- i. Removal of one (1) existing stair from basement to second level and infill floor openings;
 - ii. Upgrade horizontal FFR's and structure at basement ceiling and ground level ceiling;
 - iii. Repair existing roof structure as required;
 - iv. Seal and repair deteriorated concrete basement floor and walls; and
 - v. Assume excavation and introduction of new waterproofing membrane and drainage tile at building perimeter.



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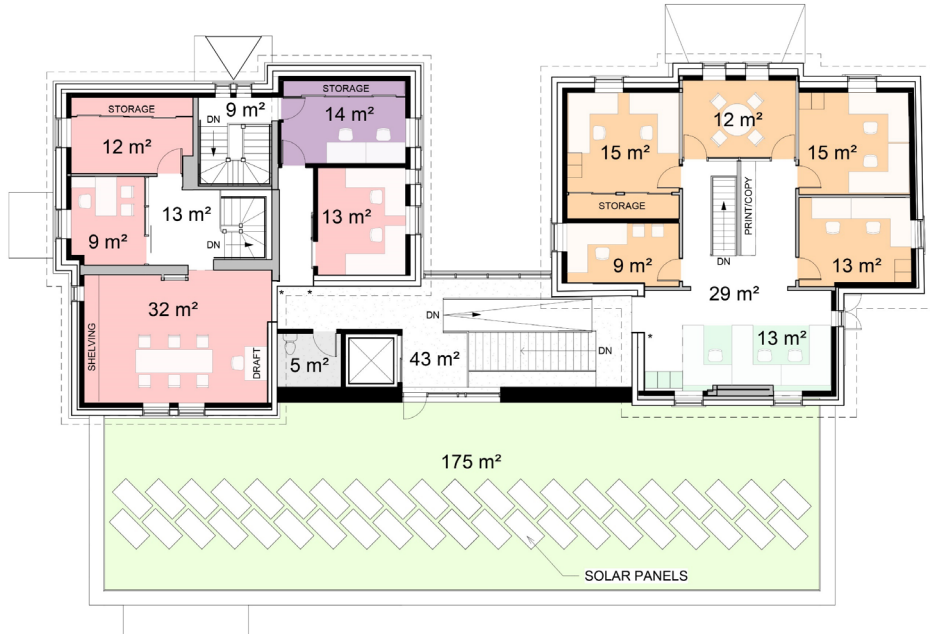


Figure 4: Second Level Indicative Plan

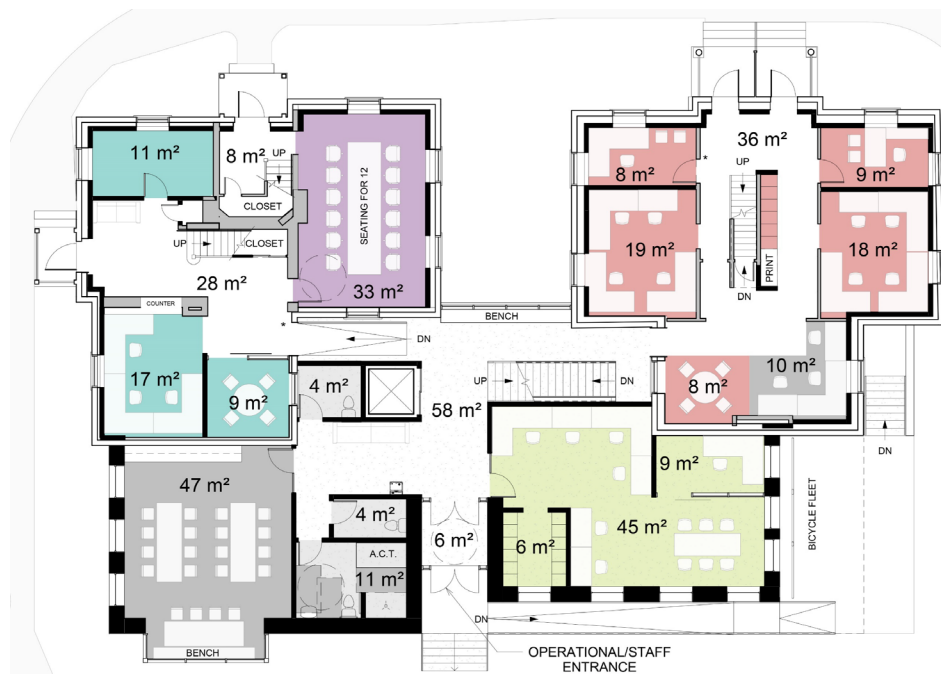


Figure 5: Ground Level Indicative Plan

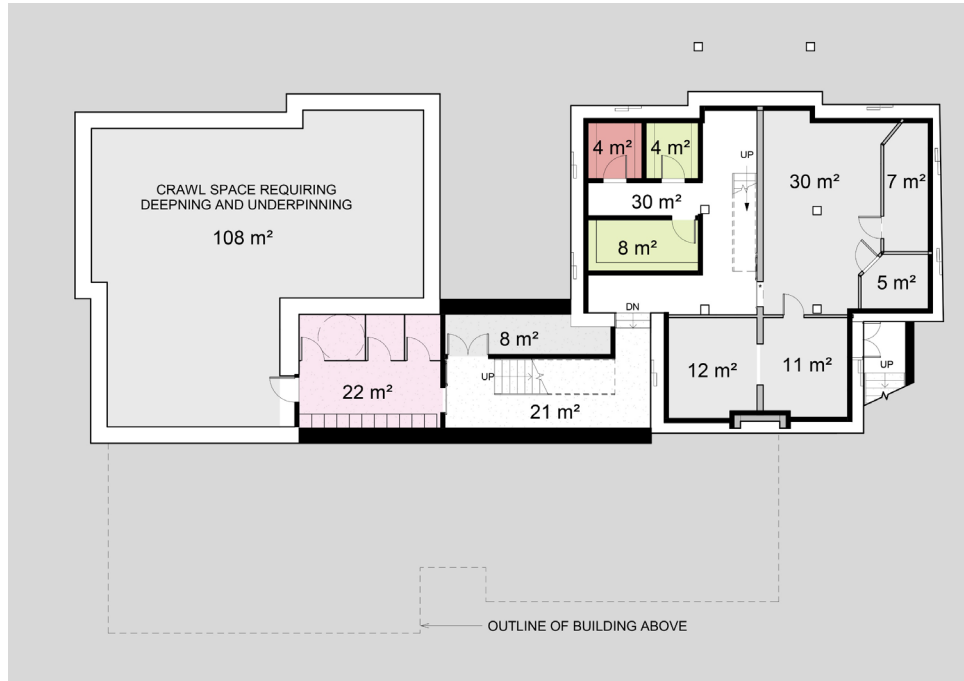


Figure 6: Basement Level Indicative Plan

The NCC developed test plans as part of the functional program phase to validate areas and adjacencies and to support early cost estimation. The test plans reflect room area and adjacencies which meet user expectations and required functionality.

3.2 Landscape Architecture

The design team is to advance and further develop a comprehensive landscape strategy and plan, aligned with the site Landscape Design and Site Management Guidelines and the following landscape design intentions:

- Protect elements with heritage significance:
 - The landscape surrounding the operations yard area on all sides is identified as primary character defining landscape with high heritage value.
 - The tree planting, mostly coniferous, that accompanies the perimeter fence is an essential feature.
 - The internal road south of the buildings and the pathways associated with the buildings are identified as high heritage value and the buildings contribute to heritage value.
 - The works yard southwest of the buildings are identified as having high obscured heritage value.
 - The parking lot south-east of the buildings has low heritage value.



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-
- Continue the existing greenbelt approach to reinforce and make continuous the picturesque landscape. This vegetative buffer serves to visually contain and screen activities in the yard area from more public landscapes;
 - Limit hardscape asphalt areas to within the working operations yard area, and only for vehicular circulation;

The following design principles / subzone considerations must inform the landscape design:

1. **Picturesque Landscape** – Preserve and enhance all elements that contribute to the picturesque landscape. This design style makes use of the artful and subtle rearrangement of nature purpose driven to guide the experience of the space. It embraces irregularity, curvilinearity, balanced asymmetry, and unfolding views. It also integrates a generosity of space including borrowed landscapes outside the site proper, and a predominance of soft landscape over hardscape. This applies to the use and feeling within the grounds and views into the site from the public realm.
2. **Historic Integrity** – Maintain and reintegrate historic patterns of use relating to circulation and vegetation where functionally appropriate.
3. **Domestic Character** – Buildings A and B constitute a domestic subzone of the operational area of the site. Honor the intimate scale and relative privacy associated with this context.
4. **Legibility** – Ensure easy navigation through the site my means of a hierarchy of pavement materials and standard widths informed by use type. This applies to all user types including but not limited to universal accessibility, pedestrian circulation, and vehicular traffic.
5. **Connectivity** – Rationalise and improve circulation to support safe and efficient wayfinding through the site
6. **Vegetative Buffer**- Strategically integrate and reintroduce planting to support screening of maintenance operations and further develop canopy cover where feasible and appropriate



Figure 7 Landscape Concept Design

As located in figure 7, the following considerations and key features must inform the landscape design through the lens of preserving and enhancing the picturesque landscape.

1 Project limit line

2 UA Entrance

- 2a - Staff Entrance, accommodate one way temporary vehicular access to allow for material drop-off
- 2b – Guest entrance, pedestrian only

3 Perimeter fence with wooded backdrop

- Protect existing trees, remove invasive / non-compatible species, if necessary, integrate suitable tree planting to restore character

4 Parking

- Implementation of low impact development techniques for storm water management in coordination with civil engineering elements



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-
- Explore multiple layout configurations to maximize usability, performance, and site integration, functional requirement to accommodate fifty (50) vehicles, placement of approximately 5 larger vehicles to be considered in layout
 - NCC standard passenger vehicle stall size: 2.5×5.5m, aisles 7.5m for two-way traffic and 6m for one-way
 - EV charging

5 Strengthen relationship with pedestrian gate

- Reinforce and celebrate axial alignment and symmetrical positioning between Building A and B

6 Reinstatement of heritage columnar trees

- Make provision for sufficient space between pedestrian walkway to the south and parking lot to the north to allow for successful and well performing row of trees

7 Pedestrian Circulation

- Informed by historical patterns of use
- Considers minimum widths to satisfy universal accessibility (1.5m implemented elsewhere on site)
- Makes reference to appropriate paving material identified in the Landscape Design and Site Management Guidelines (stonedust)

8 Vegetative Buffer

- Green buffer to remain intact and enhanced where possible to contain and visually screen operational activities in the main works yard

3.3 Civil

As part of this project, the Design Team shall provide site servicing, grading, and stormwater management design. The following codes and guidelines should be referenced for the civil design at a minimum:

- City of Ottawa Sewer Design Guidelines, Second Edition, Document SDG002 (October 2012) including all Technical Bulletins
- City of Ottawa Water Distribution Design Guidelines, WDG001 (July 2010) including all Technical Bulletins
- Water Supply for Public Fire Protection, Fire Underwriters Survey (2020)
- Ontario Building Code
- City of Ottawa Low Impact Development Technical Guidance Report (2021)

- Ministry of Environment, Conservation and Parks (MECP) Stormwater Management Planning and Design Manual (2003)
- Draft NCC Stormwater Management Manual (Fall 2022)

3.3.1 Water and Sanitary Servicing

The existing water service appears to enter Building B from the municipal right-of-way (ROW). From the building, the water services the adjacent building to the west (Building A). The existing size of the watermain within the ROW measures 150 mm in diameter, and the water service size to the office buildings is unknown. The water service to the temporary building appears to measure 100 mm in diameter.

The sanitary sewers for the office buildings and temporary building appear to drain to a 200 mm diameter sanitary sewer within the NCC roadway south of the buildings to an NCC sanitary sewer. As part of the proposed project, one (1) connection would be preferred for the sanitary sewer service, if feasible.

The scope of work pertaining to the sanitary and water servicing includes but is not limited to the following:

- Investigation of the existing water service onsite to confirm size, condition, and cover/depth and determine if suitable for reuse.
- Investigation of the existing sanitary sewer service onsite to confirm size, condition, and cover/depth and determine if the existing connection to the NCC sanitary sewer is suitable for reuse. A connection from the building to the municipal sanitary sewer system within the ROW to the north should also be considered as an option (i.e., depth, capacity, coordination with the City).
- Preparation of a site servicing report that is to include the following at a minimum:
 - Design criteria
 - Existing conditions and routing
 - Water demand estimations (domestic and fire demand, if applicable)
 - Sewage flow estimation
 - Summary of site investigations of existing watermain system (i.e., pressure testing as required) and sanitary sewer service.
 - Hydraulic analysis to confirm adequate pressures and flows can be provided.
 - Identification of any concerns (ie. water service age/quality issues, depth of service, etc.).
 - Proposed alignment options
- Detailed design of the proposed water service and sanitary sewer including abandonment and/or removal of the existing services (as required).
- Preparation of contract documents (drawings, specifications, and cost estimates) at the review stages outlined in the RFP.

3.3.2 Stormwater Management Design



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It appears that Building B has a weeping tile that is connected to a storm maintenance hole that drains to the municipal storm sewer system within the ROW that will need to be coordinated with the Design Team.

The addition of parking and infrastructure will result in an increase in impervious area of the site and therefore, the Design Team will be responsible for stormwater management (quantity and quality) control for the project. A stormwater management report and calculations shall be prepared as part of the scope of work of the project. The following design requirements shall apply at a minimum:

3.3.3 Water Quantity

1. Water Budget / Water Balance (Runoff Volume):
 - a. Assess the existing water budget on the site (percentage of water that infiltrates, evaporates and runs off). This can be produced with a continuous simulation hydrologic model. If the Consultant wishes to propose another method, it should be submitted for review and comment.
 - b. Assess the changes (runoff volume increases) that would result under development condition (could be a post-development condition continuous hydrologic model).
 - c. Provide design features to address best practice approaches to volume control of stormwater runoff.
 - d. Provide volume control for 90% of rainfall volume (determined based on a geographically specific 90th percentile event for the NCR, or 25 mm depth event).
 - e. The runoff control volume should be retained onsite and returned to natural hydrologic pathways through application of Low Impact Development (LID) techniques where possible. LID measures should be supported by in-situ percolation testing as recommended in the City of Ottawa Low Impact Development Technical Guidance Report (2021).
2. Peak Flow Control:
 - a. Provide peak flow rate controls for all events up to and including the 100-year storm event return period to ensure that the smaller of the pre-development peak offsite discharge rate or downstream conveyance capacity of the receiving system (i.e., storm sewer system) is matched in post-development conditions.
 - b. Suitable peak flow rate control features may include above or below ground facilities (along with associated outflow controls), or any low impact development or other stormwater management feature that provides an attenuating effect on offsite discharge rates.
 - c. The proponent shall demonstrate that the development will have no adverse impact to receiving storm sewer systems. This shall include a downstream storm sewer system capacity analysis.

- d. Demonstrate that potential impacts of climate change have been considered in the proposed SWM strategy.
3. Floodplain Management:
 - a. Provincial and municipal planning processes be respected to guide development away from flood prone areas.
 - b. Projects do not impact the existing function of natural floodplain areas from a hydrologic or hydraulic perspective.
 - c. Where development activities are proposed in areas that will impact existing floodplain limits, the proponent shall demonstrate no net loss of floodplain storage and no impact to upstream or downstream flood elevations.
 4. Erosion Control:
 - a. Best practice Erosion and Sediment Control (ESC) measures be implemented during all construction phases.

3.3.4 Water Quality

- The “Canadian Water Quality Guidelines” should be respected.
- 80% Total Suspended Solids (TSS) removal (Level 1, Enhanced Protection) per the MECP Stormwater Management Planning and Design Manual.
- Provide features to mitigate thermal impacts related to temperature of stormwater runoff.
- Water quality design should be developed in accordance with a treatment train approach, utilizing multiple treatment mechanisms to achieve target criteria, rather than reliance on a single end of pipe facility.
- All water quality design proposals utilize Low Impact Development techniques wherever feasible. Suitable techniques may include:
 - Filter strips
 - Infiltration facilities (trenches, soakaways, chambers)
 - Bio-retention features
 - Bio-swales/enhanced swales
 - Permeable paving surfaces
 - Underground storage facilities
- Any proposed snow storage (or snow melting) facilities are incorporated into the stormwater management plan, and any associated negative water quality impacts are addressed through the treatment system proposed.

3.4 Structural

The design team is to develop a schematic and detailed structural design with the following structural design intentions:

3.4.1 Existing Buildings

- Examine the 1988 as-built drawings, evaluate the existing structural conditions, and verify the building condition reports prepared by SNC- Lavalin on September 10, 2020, after the structural



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components are exposed. Provide remedy solutions for the deficient structural components to maintain the structural capacities and integrity.

- Assess the existing structural systems, components, and details, the change of use and occupancy, conduct an appropriate structural evaluation of the existing buildings according to NBC and NBC Commentary L for existing buildings (latest version), and provide strengthening strategies within architectural constraints to improve the structural serviceability and stability.
- As Building A's existing foundation is failing, refer to the geotechnical report provided by NCC as reference to provide the appropriate type of foundation strengthening
- Design new structural components according to the Architectural plans.
- All structural detailing and structural strengthening work should not compromise the historical qualities of the structures.
- Design the temporary support systems, provide construction methodologies and sequence of the construction.
- Provide ongoing engineering design service through design and construction phase.

3.4.2 New Addition

- Design the structural systems, components, and details to support the architectural intention.
- Provide the details of the transition between the existing structures and new addition (connected or separated).

3.4.3 Applicable Codes and Standards

The engineering assignment shall be carried out in accordance with the NBC and OBC latest version, and Structural Commentaries (User's Guide - NBC 2015 Part 4 of Division B).

Other applicable standards, specifications and guidelines shall include but not be limited to the following:

- CSA 086-19: Engineering Design in Wood
- CSA A23.3:19: Design of Concrete Structures
- CAS A23.1:19/CSA A23.2:19: Concrete materials and methods of concrete construction/Test methods and standard practices for concrete
- CSA S16-19: Design of Steel Structures
- CSA S304-14: Design of Masonry Structures

3.5 Mechanical

3.5.1 Mechanical Background information

Building B is equipped with a forced air central heating and cooling furnace system. Each half of the building is heated by forced air via its own natural gas furnace. Both furnaces are identical and have a rated efficiency of 96% (A.F.U.E.). There is a small additional zone in the back of the house that is used as a mud room that is only heated by an electric resistance as it was added later on in the building's life. Each furnace has an ECM Variable Speed Fan Motor with two stage of heating, an airflow of 1,600 CFM, a heating capacity input of 80,000 BTUH and a condensing cooling capacity of 2 Tons. There are two (2) 238 L (63 gal), 6000W electric domestic water heaters located in the basement.

Heritage Designated Building A is equipped with cast iron radiators located throughout the building to provide heating mode (No cooling system in the buildings. There are AC units (window type) providing cold air to most rooms. Radiators appear to be part of the original boiler system. *Building A* has one (1) Lochinvar boiler located in a common room, natural gas fired. The boiler capacity is about 155,000 BTUH. There is also an existing electric domestic water heater.

3.5.2 Design Scope Intent

The design team is to develop a design applying the following mechanical design intentions hand in hand with the below and stated architectural and sustainability objectives:

- Minimize the overall (existing and addition) building Thermal Design Intensity, support sustainable and zero carbon design objectives, realize efficiency, comfort and green objectives and propose an optimum design while considering the existing heritage building elements and occupancy type.
- Provide one main new mechanical room at the basement of the addition to serve both existing buildings and the new addition.
- Plumbing and drainage (include only low water consumption fixtures in washrooms and showers).
- Provide roof mounted high efficiency solar panels.
- HVAC: Provide stand-alone high efficiency heating-cooling systems, and automated controls. The controls system shall be integrated and connected to the existing site Siemens Apogee BAS system.
- Air source heat pump system shall be considered as one of the design options to be evaluated.
- Provide electric back up heating system (coil(s)) to meet the requirement of peak heating demand when outside temperatures are very low.
- Condensing units shall be specifically designed and built for cold climate applications, where the VRF system will be the primary or sole source of heating. Condensing units shall have heating capacity and efficiency data down to -22°F ambient temperature.
- Provide dedicated outdoor air system for ventilation requirements complete with energy recovery system (to meet/surpass SB-10 requirements).
- Ventilation requirements shall be based on ASHRAE 62.1.

3.5.3 Zero-Carbon Requirement

Zero Carbon Building (ZCB) Certification is a priority goal for the building component of the project. Incorporating good design strategies such as passive design considerations early in the design process is



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essential for the successful realization of this goal. Opportunities for the building design to meet or exceed Net Zero energy consumption will be required to be analyzed and to be integrated into the design. Design to be focused on providing energy efficient solutions, given Federal Sustainable Development Strategy targets and the Government of Canada’s emphasis on Greenhouse Gas (GHG) emissions reduction.

Therefore, the following assumptions shall be taken into consideration for M&E solution selection to best meet the ZCB Certification and Building’s Codes needs:

1. Collaboration and coordination with the architect and structural is required to produce a design report of the best design option to achieve Zero Carbon Building (ZCB) requirements in terms of the mechanical and electrical equipment within this building. Type of materials, envelop solution, fenestration as well as life cycle analysis including the carbon balance of zero or better over the life-cycle must be demonstrated for ZCB-Design certification. In addition, this building after receiving ZCB-Design certification is expected to pursue ZCB Performance certification annually following occupancy.

		ZCB-Design v2 One-time certification for new buildings and major renovations	ZCB-Performance v2 Annual certification for existing buildings
Carbon	Zero carbon balance	Model zero carbon balance	Achieve zero carbon balance
	Embodied carbon	Report embodied carbon	Offset embodied carbon
	Refrigerants	Report total quantity	Offset any leaks
	RECs and carbon offsets	Provide quote	Provide proof of purchase
	Onsite combustion	Provide transition plan	Update plan every 5 years
Energy	Energy efficiency	Meet one of three approaches	Report EUI
	Peak demand	Report seasonal peaks	Report seasonal peaks
	Airtightness	Report and justify modelled value	Conduct testing if ZCB-Design v2 certified
Impact and Innovation		Apply two strategies	No requirement

Table 1 – ZCB V2 Design and Performance

2. All existing mechanical components are to be replaced with new ones. The building envelope of the existing buildings and the new addition’s thermal insulation will need to meet at least the minimum requirements of the ZCB-Design standard. Coordinate with Architect for fenestration R-values, type, and size for the optimum option to meet the ZCB-Design standard. **The existing buildings thermal insulation will be improved as directed by Architectural.**

3. Part of the ZCB approach is to provide all necessary measures or transition plan, if required to move away from fossil fuels. It is anticipated that no fossil fuels are allowed for this new building.
4. All above is required while considering the following more specific requirements:
 - a. The mechanical systems in this facility shall be designed in accordance with all Federal, Provincial and Municipal laws and regulations, and conformed to the applicable edition of the following codes and standards:
 - i. ANSI: American National Standard Institute
 - ii. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE 90.1; ASHRAE 189; ASHRAE 55; ASHRAE 62.1)
 - iii. ASTM: American Society for Testing and Materials
 - iv. ARI: Air Conditioning and Refrigeration Institute
 - v. NBC: National Building Code and Provincial Building Code as applicable
 - vi. OBC: Ontario Building and Plumbing Codes
 - vii. ESA: Electrical Safety Authority
 - viii. NPC: National Plumbing Code
 - ix. NRC: National Research Council of Canada
 - x. CSA: Canadian Standards Association (including CSA C282 and CSA Z462)
 - xi. NFPA: National Fire Protection Association
 - xii. SMACNA: Sheet Metal and Air Conditioning Contractors National Association Inc.
 - xiii. ULC: Underwriter's Laboratories of Canada
 - xiv. CGA: Canadian Gas Association
 - xv. MNECB: Model National Energy Code for Buildings
 - xvi. OSHA: Ontario Occupational Health and Safety Association
 - xvii. TSSA: Technical Standards and Safety Authority
 - xviii. CaGBC – ZCB – Design Standard V2: Canada Green Building Council - Zero Carbon Building – Design Standard Version 2
 - xix. NFC: National Fire Code of Canada
 - xx. CEC: Canadian Electrical Code
 - xxi. OESC: Ontario Electrical Safety Code
 - xxii. TIAC: Thermal Insulation Association of Canada - National Insulation Standards

3.5.4 Design Parameters and Reporting

The following parameters will be used in designing the mechanical systems:

1. Outdoor Conditions:
 - a. Winter (January 1%)
 - i. Dry Bulb -27°C
 - b. Summer (July 2½%)
 - i. Dry Bulb +30°C
 - ii. Wet Bulb +23°C
 - c. ZCB OTTAWA CLIMATE ZONE:
 - i. 6



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- d. Indoor Design Conditions:
 - i. Winter: 22°C (for New Extension); 10oC (For Existing Seasonal)
 - ii. Summer: 24°C
- 2. Architectural Systems: Refer to architectural and confirm assumptions
- 3. Occupancy: Refer to Architectural for occupancy types and building’s operational parameters
- 4. Office Building: All season operation.
- 5. Demolition:
 - a. Partial Demolition of some existing building elements to be confirmed and evaluated.
 - b. Demolition of existing mechanical and electrical systems.
- 6. High performance envelope:

To allow project team the flexibility to choose a pathway to ZCB Design Certification, the building (existing and addition) envelop R- values (Roof, Walls, Slabs, Windows) shall be maximized/optimized and adjusted/modeled as required with Architectural input to achieve an energy solution most suited to the project. Consultant is encouraged to use whatever ZBC available approach to demonstrate energy efficiency.

A design option among possible options for energy is the use of heat pumps system (**Air Source Heat Pumps with auxiliary electric heating source**). **This option encompasses an Air Source Heat Pump (ASHP) system for cooling and heating and a dedicated outdoor air system with energy recovery system and a PV system to generate on-site renewable energy of at least 5% of the total energy usage by the building to meet the ZCB standard minimum requirement.**

The consultant is required to confirm best design option by providing a complete analysis report using the following design approaches identified by the ZCB standard V2 (Option 1, Option 2 and Option 3) with emphasis on the first two options 1 & 2:

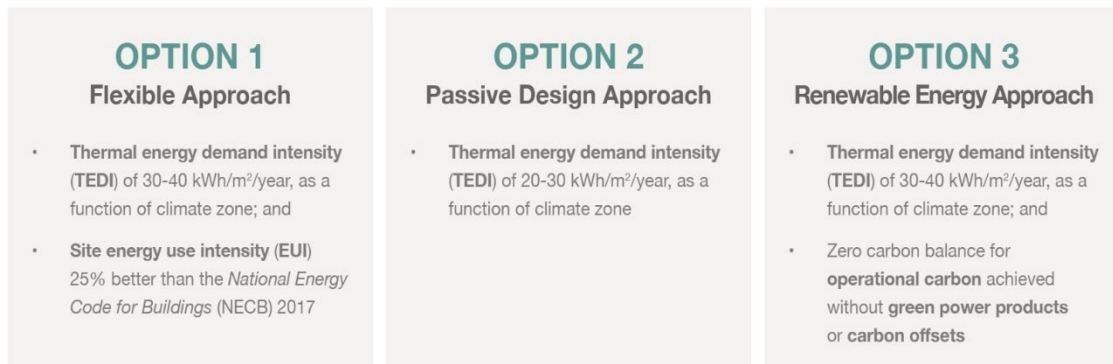


Figure 8 - ZCB Standard V2 Options

The Flexible Design Approach (Option 1), with Thermal energy demand intensity (TEDI) of 34 kWh/m²/year for Ottawa Climate Zone 6 and site energy use intensity (EUI) 25% better than the NECB, seems more capital cost effective in terms of envelop requirements.

Meanwhile, the Passive design Approach (Option 2), with Thermal energy demand intensity (TEDI) of 24 kWh/m²/year for Ottawa Climate Zone 6, seems to be also very suitable and pursue more thermal energy demand reductions, putting additional emphasis on the building envelope and ventilation strategies. The envelop requirements are more stringent and need to be discussed and approved by architectural.

The design analysis shall provide summary tables including all the followings:

- a. Modeling Zero-Carbon Balance of zero or better over a 60-year lifecycle
- b. Reporting Embodied Carbon
- c. Reporting Total Quantity of Refrigerants
- d. Providing a Quote on RECs and Carbon Offsets
- e. Providing a Transition Plan for Onsite Combustion (if any)
- f. Meet at least one of the Two First Approaches for Energy Efficiency (Flexible or Passive Design)
- g. Report Seasonal Peak Demand
- h. Report and Justify Modelled Value of Airtightness
- i. Apply at least two (2) Strategies in the Impact and Innovation Category

The consultant shall create a preliminary energy model for this building. Then provide a report outlining the inputs and results of the energy analysis indicating how the project will be certified to the CaGBC Zero Carbon Building (ZCB) program under both the design and performance paths. It shall indicate after following the CaGBC ZCB design pathway, how the project will meet the thermal energy demand intensity (TEDI) target of 34 kWh/m²/year and achieve 25% or more in energy savings in comparison to a NECB 2017 reference model or lower thermal energy demand intensity (TEDI) target of 24 kWh/m²/year or lower. In addition, to what extent the PV panels could be installed to provide maximum renewable energy with optimum costs but at least the PV panels shall provide the 5% of the building's annual energy use if design option 1 is selected.

3.5.5 HVAC and DHW Systems Considering ZCB Requirements

The goal for the HVAC design is that the systems be energy efficient while ensuring comfortable conditions for the users. The use of indoor air quality sensors, occupancy sensors, and occupancy set-back schedules will be considered to minimize mechanical ventilation system energy consumption while maintaining optimum comfort conditions.

1. **Heating & Cooling System:** Air Source Heat Pump System (ASHP's) with Auxiliary Electric system (Boilers or Coils)
 - i. ASHP Air Handlers with VAV's, Fan-coils and Ductwork System, Or
 - ii. ASHP Variable Refrigerant Flow (VRF) system
2. **Service Hot Water System:** Electric Domestic Water Heaters for building. Explore heat pump recovery or dedicated ASHP.
3. **On-site Renewables:** To meet Minimum ZCB requirements using Roof-Mounted Photovoltaics (PV) to Offset 5% of Building's Energy.



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4. **Off-site Renewables:** Exported Green Power/Carbon Offsets if required.
 5. **Controls System**
 - i. The heating, cooling and ventilation systems in the facility shall be equipped with a digital building automation system (BAS) that will both monitor and control the mechanical and comfort systems. Additional building operating functions may also utilize the BAS system such as lights and vehicular plugs if applicable. This advanced BAS shall be complete with Variable Speed Pumps and Fans with applicable design option, Data System Metering and Zone-Level DCV. The systems shall be designed to be simplistic in operation limiting the number of sequences and controls points required.
 6. **Heating Strategy to meet ZCB**
 - i. Explore the option of providing solutions during winter for the Air Source Heat Pumps (ASHP) Condensers for Extending Winter Operation – Provide electrical auxiliary heating system as required.
 7. **Cooling Strategy to meet ZCB**
 - i. Direct Sunshine restriction using blinds or other shading strategies or devices. Natural Ventilation if possible.
 8. **Infiltration**
 - i. Infiltration should be reduced as much as possible. Consultant to confirm if passive house minimum requirements could be used (Pressurization Test Result @ 50 Pa max. 0.6 ACH (both over-pressure and under-pressure)) or whatever is possible with minimum cost for airtightness strategies.

3.5.6 Ventilation

1. **Fresh Air System**
 - i. Minimum 85% Energy Recovery Ventilator with Dedicated Outside Air System (DOAS)
2. **Fresh Air**
 - i. To meet ASHRAE 62.1 requirements, Displacement Ventilation to be explored.
 - ii. Provide dedicated outdoor air system for ventilation requirements complete with energy recovery system.
3. **Plumbing Systems**
 - i. Every effort shall be made to minimize water consumption in the building. Low and ultra-low consumption fixtures shall be used. Metering faucets, including hard wired infrared sensor-controlled faucets shall be specified where acceptable for plumbing fixtures to reduce water consumption.
Sanitary and domestic water to be connected to existing/relocated services. Refer to civil and site plan for services.
4. **Fire Protection Systems**
 - i. **The building does not need any sprinkler system. However,** hand-held fire extinguishers located in cabinets shall be located appropriately throughout the building as required.

3.6 Electrical

3.6.1 Existing Power Distribution

- Heritage Designated Building A and Building B contain independent main electrical service entrances.
- Building B is presently fed from an underground 600V, 3-phase emergency power feeder cable/duct emanating from a centralized 1000kVA Hydro-Ottawa Transformer Vault with back-up power available through a 1200A Automatic Transfer Switch and 910kW Standby Generator in the event of utility power failure. All utility, standby generator, and main 600V distribution equipment is located in the CHP Building directly adjacent to Building B on the site.
- Building A is presently fed from an overhead primary 13.8kV Hydro-Ottawa distribution pole line, pole mount transformer, and secondary triplex overhead feeder cable to a 120/240V service entrance utility revenue meter located on the side of the building. The utility pole line is located on the street in front of Building A.

3.6.2 New Power Distribution

- It is intended that the new design include the removal of the two existing electrical service entrances serving the individual buildings and then consolidated them into one new service entrance and main electrical room to serve both buildings. The new service will be fed from the existing 600V Main Emergency Distribution System located in the CHP Building as described above.
- A new concrete encased duct bank will be required between the CHP Building and the new main electrical room for the buildings and will contain separated secondary power and communications ducts with enough spare ducts for future services which may include third party communications, building automation system circuits, fire alarm circuits, and fire pump power circuits. Braided Fabric Sleeves to be installed in communication ducts to reduce pulling tension.
- The capacity of the new service entrance will be sized to accommodate all new mechanical systems, distribution systems, lighting systems, and other peripheral equipment plus 20 percent spare capacity for future loads.
- Electrical Services and distribution: Allow for a 347/600V main distribution panel to feed base building mechanical and larger equipment.
- Allow strategically placed distribution transformer to provide 120/208V, 3-phase service to circuit breaker panels feeding general distribution, lighting, building controls, and any other peripheral systems.

3.6.3 Exterior Lighting

- Outdoor lighting on the building to highlight building features.
- Outdoor accessibility parking/roadway lighting in the circular drop-off/delivery area.
- All lighting to be dimmable LED.

3.6.4 Interior Lighting



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- All space lighting to be dimmable LED.
 - Interior lighting on emergency standby power.

3.6.5 Lighting Controls

- Exterior: Lighting shall be controlled by timeclock and photocell combination.
- Interior: Lighting in all space to be controlled by manual switch with dual technology occupancy sensors with the exception of egress pathways. Egress pathways to be unswitched.

3.6.6 Devices

- 120V, 15A duplex receptacles throughout, as required by code.
- BAS and Communications devices – Empty back boxes with pullstring. Installation of devices and wiring to support mechanical systems and the existing centralized Siemens Apogee - Building Automation System (BAS) located in the CHP Building.

3.6.7 Emergency Lighting

- Exit signs and emergency lighting as required by code for base building.
- Emergency lighting shall be LED.

3.6.8 Photovoltaic (PV) System

- PV system to generate a minimum 5% of the calculated electrical demand load.
- PV system equipment to be installed in the main electrical room.
- PV system to harness electrical generation from PV glass and roof-mounted panels.
- PV system to be connected directly to the 600V Main Electrical Distribution, on a separate circuit breaker, located CHP Building.
- PV system to contain 'loss-of-phase' protective relay and associated main contactor to detect utility power outages and isolate the PV system to prevent energization of utility 'dead bus'. This protection must meet ESA and Hydro-Ottawa Standards.

3.6.9 Fire Alarm System

As directed by the code consultant, the facility shall have a single stage fire alarm system.

- a) Provide a full building single stage fire alarm (FA) system.
- b) FA system to be addressable.
- c) FA system shall be capable to be monitored externally.
- d) FA system shall have integral battery back-up.
- e) Provide smoke and heat detectors, at locations required by code.
- f) Provide kitchen fire suppression system, as required.

- g) Interlock with hood exhaust fan and fresh air intake.

3.6.10 Emergency power

As indicated previously.

3.6.11 Lightning Protection

There are no lightning protection systems on the existing structures. Provide lightning protection at the building's highest points.

4 CONSULTANT SERVICES

The Consultant is required to provide the integrated Services listed in this section. The Consultant's discipline resources may have the necessary qualifications and expertise to fulfill more than one role.

4.1 Core Design Team

- a) Architecture;
- b) Landscape Architecture;
- c) Mechanical engineering;
- d) Structural engineering;
- e) Electrical engineering;
- f) Cost Consulting (Third-party);
- g) Civil engineering; and
- h) Sustainable design specialist / energy modeling (dynamic modeling);

4.2 Additional Expertise

The consultant is required to provide the following services and expertise, drawn either from within the core design team or as additional specialist consultants.

- i) Environmental Engineer;
- j) Security Specialist;
- k) Heritage Masonry Specialist;
- l) Building Envelope Specialist;
- m) Building Code Specialist;
- n) Interior design; and
- o) Door hardware.

5 PROJECT TEAM ORGANIZATION

All members of the Project Team are expected to work cooperatively and constructively at every phase of the design and construction process to successfully realise this project.

5.1 NCC Team



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5.1.1 Project Leader

The **Project Leader** is responsible for identifying projects and establishing project goals, objectives, requirements, and scope.

The Project Leader will work closely with the NCCR and D&C team throughout design and implementation phases and take a hands-on approach by attending design meetings and participating in detailed submission reviews.

5.1.2 Design and Construction (D&C) Representatives

The **NCC Representative** (NCCR) is the **Project Manager**. As the Technical Authority for this Contract, the NCCR is responsible for all technical matters related to this Contract. The NCCR is responsible for managing project scope, schedule, and budget and will be the primary point of contact for the CM and the Project Leader.

The **NCC Design Lead** will be the NCCR delegate for technical design and design approval related matters and the Design Team's primary point of contact for delivery of day to day design services of this contract related to reviews, approvals, presentations, and submissions.

Coordinated by the NCC Design Lead and key members of the staff's branch will review and comment on the Design Team's submissions. The NCC Centre of Expertise is comprised of NCC architects, engineers, landscape architects, and technical and administrative staff.

During construction phases, the NCCR will be supported by a full time on-site NCC Project Officer.

5.2 Construction Manager

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

5.3 Consultant

The Consultant is required to provide the services outlined in this Project brief and as an expert in matters of design planning and implementation, must:

- a) Immediately notify the NCCR and the Design Team in writing of any potential increases or decreases in the scope of work that could affect the ability to meet the Project objectives, overall project priorities, cost, and schedule.
- b) Provide technical support and Services to NCC as prescribed in this Project Brief and in accordance with the Contract; and
- c) Apply for and or support the approval processes for all federal, municipal, and other government regulatory requirements and approvals necessary for the Project.

6 REFERENCE INFORMATION

6.1 Studies and Documents

The Following documents will be shared with the Design Team upon award of contract:

- a) Indicative architectural floor plans, sections, and elevations demonstrating concept massing;
- b) Office building functional program;
- c) Revit model of Heritage Designated Building A and Building B, including exterior pointcloud data of the buildings;
- d) AutoDesk Infracore in-progress model of site
- e) SketchUp model of site
- f) 1988 as-found drawings for Heritage Designated Building A and Building B
- g) CAD plans for the indicative design of the building and site;
- h) Archival and current photos;
- i) Site survey, including point cloud data
- j) Environmental Site Assessment, Soil Management Plan, Risk Assessment: 2023
- k) Geotechnical study for site area;
- l) Environmental Characterization reports;
- m) Existing Tree assessment
- n) DSS Reports
- o) Site infrastructure strategy, including storm water and sanitary management plans;
- p) Order of Magnitude Estimate;
- q) Rideau Hall Landscape Design and Site Management Guidelines, 2005;
- r) FHBRO Heritage Character Statement for the site;
- s) Statement for commemorative intent for the site; and
- t) FHBRO Heritage Character statement for Heritage Designated Building A.

6.2 Publications and Standards

The Following publications and standards, in their most recent editions will be referenced as part of this RFP:

- a) Zero Carbon Building Standard, Canada Green Building Council®;
- b) Parks Canada's Standards and Guidelines for the Conservation of Historic Places in Canada.
- c) The National Building Code of Canada;
- d) CSA B651;
- e) The Ontario Building Code; and
- f) Rideau Hall Landscape Design and Site Management Guidelines (2005).

7 ADMINISTRATION and DESIGN MANAGEMENT SERVICES

The following Services are required for the duration of the Contract.

7.1 Administration Services

7.1.1 Meetings and Workshops



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Meetings, workshops, and presentations all require advance preparation and follow-up actions by the Consultant. In summary:

- a) Project and Design meetings will take place either virtually or at the NCC office at Rideau Hall;
- b) Design Workshops and Presentations will take place at NCC offices at Rideau Hall or 40 Elgin Street; and
- c) Constructing and commissioning meetings will take place on the project site.

Attendance at meetings will vary in accordance with the Project stage and includes the Consultant, CM, NCCR and other Project Team members or Design Team members as required and according to the work/issues in question.

For Project and Design Meetings and Design Workshops, the Consultant must prepare and deliver the agenda, notice to invitees and minutes. The Consultant must issue final meeting minutes within 2 working days of meeting. The Consultant must 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.

7.1.2 Frequency of Meetings and Workshops

	SD Review stage	DD stage	DP stage	Construction and commissioning stages
Project Meetings:				
Project	Monthly			
Design	Every two weeks			Until all DPs are awarded
Construction			Every two weeks until Project completion	
Design Workshops:				
Zero Carbon Building	1	2	1	2
Landscape & Heritage	1	1		
Constructability		1	Every base building DP	As required
FF&E		1		
Value Engineering			1	1
Presentations:				
50% & 100% SD Milestone Presentations	2			

	SD Review stage	DD stage	DP stage	Construction and commissioning stages
33%, 66%, & 99% DD Milestone Presentations		3		
FHBRO		2		
ACPDR		1		
Board	1	1		

7.1.3 Project Meetings

The Consultant must co-chair Project meetings with the NCCR to review and discuss the overall Project and the activities of the Project Team.

The purpose of these meetings is to:

1. Monitor the overall Project progress against Project objectives approved scope, Construction Cost Estimate, cash flow and prioritized construction schedule;
2. Assess design and construction productivity against agreed on performance requirements;
3. Facilitate clear communication between all participants; and
4. Identify opportunities or issues, assigning responsible individuals and dates for resolution.

7.1.4 Design Meetings

The Consultant must co-chair Project design meetings with the NCC Design Lead to review and discuss the activities of the Design Team.

The purpose of these meetings is to:

1. Monitor design progress against the approved scope and construction cost estimate, design approval submissions, and construction schedule;
2. Provide effective design and DP prioritization and coordination;
3. Identify opportunities or problem issues, assigning responsible individuals and dates for resolution; and
4. Provide effective quality management, including integration of approval body requirements.

7.1.5 Construction Meetings

The CM will chair Project construction meetings during the construction stage of the Project, prepare agenda and issue minutes. The CM will create and maintain a database of action items and issues to form part of the CM's risk management services.

7.1.6 Milestone Presentations

At the 50% & 100% SD submissions, and the 33%, 66%, and 99% DD submission, and as required during Project implementation, the Consultant must co-chair submission meetings with the NCCR and make a presentation to the NCC.



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7.1.7 Presentations to FHBRO, ACPDR and BoD

Working with the NCCR, the Consultant must prepare and deliver presentations to the FHBRO and ACPDR to include the following activities:

1. Develop narratives and visual documentation supported by a conservation approach and the *Standards and Guidelines for the conservation of Historic Places in Canada*;
2. Develop heritage focused narrative and visual documentation to support submission of a request for review of intervention (ROI) submission to FHBRO in advance of presentation.
3. Prepare and deliver dry run presentations to the NCCR and Project Leader in advance of presentations to gather feedback and fine-tune the presentation;
4. Prepare and deliver presentations tailored to each committee, as follows;
 - a. Prepare and deliver 10 to 15 minute presentation to the NCC Board of Directors (BoD), comprised of approximately 15 slides. NCC BoD presentation documents must be translated;
 - b. Prepare and deliver 10 to 15 minute presentation to ACPDR, comprised of approximately 15 slides. ACPDR presentation documents must be translated;
 - c. Respond to committee member detailed design questions.
5. If required and with NCCR direction, identify and implement design modifications to respond to recommendations identified by committee members and in the FHBRO Review of Intervention letter.

Presentations to ACPDR and the FHBRO may include multiple design team members, but at a minimum the Lead Architect and Lead Landscape Architect must present the Project and be able to respond to detailed design questions from committee members.

7.1.8 Workshops

Workshops are intended as collaborative sessions occurring throughout the contract, tailored to the stage of project development.

1. Design Workshops: Lead by the Consultant, these workshops are intended to provide a dedicated opportunity for the Consultant Team, NCC Team and CM to work together to focus on specific design challenges. Design Workshops include, but are not limited to:
 - a. Sustainable Design: These workshops are intended to provide focused design sessions to review options and sub options in detail. These workshops are to be jointly led by the Sustainability Design/Energy Modelling Consultant and the Architect.
 - b. Landscape architecture and heritage context: These workshops are intended to be timed to support schematic design activities and in preparation for presentation to FHBRO;
 - c. FF&E Integration Workshops: These workshops are for NCC to work through detailed FF&E requirements with the Consultant.

2. 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.
3. Workshop objectives are to:
 - a. Promote open discussion of Project control issues between the Design Team and the CM;
 - b. Endeavor to make sure the Design Team and CM have the same basis of understanding for Project Cost elements (inclusions, exclusions, assumptions, and basis of costing), schedule activities (design and construction), activity durations, and Float use and allocation; and
 - c. Re-review and openly discuss the time, Cost, risk and design management Services of the Design Team and CM with the NCCR.

The Design Team must attend these meetings. The CM will chair and take a leading role in conducting these workshops, which forms part of the CM's cost and time management services. The CM will prepare and deliver the workshop agenda, notice to invites, and minutes.

7.1.9 Local Office & Response Time

The Design Team must be available to attend site meetings or respond to inquiries within one-half working Day, or within a timeframe agreeable to the NCCR. **Further, the Design Team and all subconsultants are required to have a local office, or local representative and be able to visit the site during the construction stage, daily if required.**

7.1.10 Media

The Design Team and any entity or person contracted or employed by the Design Team will not respond to any requests for Project -related information, requests for interview, or questions directly or indirectly from the media or a third-party pertaining to any aspect of the Project unless specifically requested to do so by the NCCR. Such inquiries must be directed to the NCCR without providing a response to the inquiry.

7.1.11 Official Languages

If and when requested by the NCCR through a Contract disbursement, the Consultant must provide deliverables in both official languages of a professional standard and is responsible for the accuracy, completeness and consistency of translation. Both languages are considered equal in status, that is, neither is considered to be of lesser standing because it is a translation of the other.

7.2 Document Management & Approvals

7.2.1 Document Management

The Design Team is required to utilize Building Information Modelling (BIM) following the National PWGSC Standard.



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The Design Team is required to develop a strategy to capture the project scope facilitated by a common data environment for visualization, analysis and communication of Project information for and between all stakeholders, including the Design Team, the CM, the and the NCCR.

7.2.2 Contract Deliverables

Where submissions include summaries, reports, Drawings, Specifications, presentations and schedules, the Consultant must provide an electronic copy in editable native format and Portable Document Format (PDF), unless otherwise indicated by the NCCR.

All reports, Drawings, Models, data, simulation and analysis ouDPuts and other graphical material must be submitted to the NCCR in both PDF and an editable, non-PDF format (original software of operation such as MS Word, MS Excel, MS Powerpoint, RVT, Adobe Suite etcetera, and if applicable, interoperable with a BIM and related third-party software.

7.2.3 Security and Document Handling

The security requirements for this project are divided into two categories based on their intended final use and the Classification and Document handling protocols will vary for each of these categories.

- a) **Sanitized and Unclassified:** This classification will apply to approximately 85% of the project whereby all documents will be sanitized according to NCC protocol and then Unclassified, requiring no document handling procedures. Employees, including sub-consultants, working on the less stringently classified scope of work will require **Reliability level security clearance.**
- b) **Sanitized and Protected (Classification TBD):** This classification will apply to approximately 15% of the project scope whereby all documents will be sanitized according to NCC protocol and then assigned a Protected security level of Secret. Document handling requirements for this classification will require more stringent document handling procedures as confirmed by NCC Corporate Security. Employees, including sub-consultants, working on the more stringent scope of work will require **Secret level security clearance.**

7.2.4 Design Approvals

7.2.4.1 Authorities Having Jurisdiction - Federal

A list of authorities and their federal jurisdiction is included below.

Authority	Federal Government Jurisdiction
National Capital Commission (NCC)	Real property Project approval within NCA; and Federal Land Use and Design Approval (FLUDA) – LEVEL 3
Environment and Climate Change Canada (ECCC)	<i>Species at Risk Act</i> (2002); <i>Canadian Environmental Assessment Act 2012</i> (CEAA 2012); and The Federal Policy on Wetland Conservation (1991).

NCC is a Responsible Authority as defined in the Canadian Environmental Assessment Act 2012. NCC will fulfill its obligations as a Responsible Authority to ensure that the Project will not cause significant adverse environmental effects on federal land. The CM will make sure that all work and construction operations comply with said approvals and conditions.

7.2.4.2 Municipal Authorities

On behalf of NCC, the Design Team must prepare and provide to the CM all documentation for building and other permits necessary for approval by municipal authorities. The CM will 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 will involve 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 complete or well-advanced DPs for construction permits, with subsequent filings as required by the municipal authority and for design revisions in response to reviews.

The CM will apply for interim and final use or occupancy permits and resolve all outstanding issues relating to permit approval. The CM will also 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 must address and respond to all issues by municipal officers through the CM.

8 PRE-DESIGN SERVICES

8.1 Intent

To respond to the planned schedule, the Consultant must prioritize PD services to support SD, DD and DP milestones and development. Pre-Design activities may be initiated in parallel with SD services. The objective of the Pre-Design (PD) stage is for the consultant to review existing documents, reports and site conditions and analyse and identify any information missing required to deliver the scope of this contract.

8.2 Documentation Review and Gap Analysis



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The Design team is required to review existing documentation and report to the NCCR where additional information, reporting or testing is required to advance the design, including:

- a) Visit the site to review and confirm existing site conditions;
- b) Conduct site reconnaissance, inspections, measurements, studies, evaluations and confirm functional and technical programming, etc., to acquire all relevant information;
- c) Meet with NCC's property management personnel to understand and confirm existing conditions and intended facility use;
- d) Review existing legal and topographic surveys and site reports and advise the NCCR of any missing information required to advance the design; and
- e) Identification of other investigations the Consultant recommends as necessary to prepare and advance a coordinated design.

9 SCHEMATIC DESIGN SERVICES

9.1 Intent

The objective of the SD stage is to develop and analyze design options with particular attention to Zero Carbon design requirements and the Heritage Site context, weigh them against the Project requirements and constraints, including but not limited to the functional program, time and estimated budget to:

- a) Confirm scope and direction of the schematic design;
- b) Develop a class D cost estimate;
- c) Develop submissions for ACPDR, FHBRO and NCC BoD review; and
- d) Provide sufficiently developed design options to permit the preparation of Design Packages.

All design options will be reviewed and approved by the NCCR at a minimum of 50% and 100%.

The Design Team is to validate the concept, site massing, heritage, and landscape approach for the Project.

It is expected that the SD will overlap with the Services occurring during the PD and potentially DD stages. The SD stage will be a continuous process feeding the DD stage as the Project evolves. To respond to the aggressive schedule, it is important to prioritize Project elements and review those elements already prioritized during the PD stage. Prioritized design elements will require advance SD deliverables for review and approval to proceed to DD. It is essential to continue consultation with the CM and NCCR to prioritize those elements and to update the DP requirements to develop Cost estimates and schedules and support project approval timelines.

The Consultant must develop and present **separately a minimum of three design options until 50% SD**. These options must be integrated solutions, which incorporate the planning strategies to meet the

functional program, sustainable design approaches, physical security, and site context constraints and include engineering and landscape architecture considerations. In support of the options, each discipline and technical specialty of the Consultant must provide a preferred approach for each option that best suits an integrated approach. Sub-options for discipline solutions must also be presented to facilitate explanation of merits of the preferred approach and enable decision making. Each option must be complete with sufficient detail to allow comparison, analysis against project requirements and selection of a preferred option.

Each submission must be illustrated in graphic and written formats such as a narrative, drawings, and PowerPoint presentations. High quality 3D visualization is required to support the approvals processes and milestone reviews. The Consultant must indicate a preferred option and any sub-options and indicate the advantages and disadvantages of each option. Between 50% and 100% SD, the Consultant must further define the preferred option to advance the design.

SDs must include a narrative that supports the viability and functionality of the Project with particular focus given to support appropriate Zero-Carbon and heritage conservation requirements. Sufficient detail is required to indicate all key elements of the functional program are met.

At 100% SD the consultant must present a class D cost estimate for the preferred option.

A combination of the SD options may be identified by the NCCR and Project Leader as their preferred SD option, in which case the Consultant will be responsible for revising the SD accordingly into the DD stage.

The requirements for the SD apply for decommissioning and temporary work except the number of interim submissions and review periods will be reduced to optimize the schedule. Decommissioning and temporary work will have its own timeline to be completed as per the schedule prepared by the CM and agreed to by the NCCR and Consultant.

9.2 Schematic Design Report Deliverables

The Consultant must provide at a minimum:

- a) 50% Schematic Design review including 3 options;
- b) 100% Schematic Design Report;
- c) Class D Cost Estimate for the preferred option;
- d) Presentation materials associated with approval processes.

9.3 Response to 100% Schematic Design Report

The Consultant must:

- a) Review and analyse all the comments provided by the Project Team;
- b) Prepare and submit a written response to the NCCR within 5 working days to all the submission comments; and
- c) Integrate comments into the subsequent submissions as directed by the NCCR.



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9.4 Design Services

9.4.1 Regulatory

The Consultant must prepare and submit a preliminary regulatory analysis within the 100% SD report including building code requirements, universal accessibility, and other applicable standards and guidelines.

9.4.2 Sustainable Design

The Design Team must develop sustainable design strategies that support the functional program and Project objectives. The Consultant must submit in the SD report sustainability approaches for the preferred design option including:

- a) Zero Carbon Building Standard approach and narrative of design requirements including;
 - i. Massing and Site analysis including building compactness, orientation, and shading;
 - ii. Location of the thermal envelope and approach to optimize thermal bridges;
 - iii. Strategies for upgrading heritage building envelope to meet sustainable objectives while protecting character defining elements;
 - iv. Include Building services concept, ventilation in summer/winter, heating/cooling, hot water generation, minimization of the energy demand, pre-selection of bldg. services components including illustration of visual components;
 - v. Analysis of options for provision of onsite renewable energy generation, including illustration of visual components;
 - vi. With the CM and NCCR, develop approach for selection and procurement of speciality high performance elements such as windows, doors, and HRV/ERV units.
 - vii. Strategies for selection of low embodied carbon building materials;
 - viii. Identification of scope and effort necessary to achieve ZCB Design certification.
- b) Dynamic energy modeling should be used to validate compliance with sustainable design standards and test sub-options;
- c) Strategies for site and landscape design for water conservation;
- d) Preliminary sustainability budgets which demonstrate the life cycle Costing that indicates the benefits to NCC of the proposed sustainable designs;
- e) A draft sustainability comparative analysis of each sustainable design approach, outlining the benefits and complexities of one approach over another and associated Cost implications.

9.4.3 Architectural

The Consultant must coordinate all Project objectives and scope of the Project Team, stakeholders and Authorities having jurisdiction, complete an integrated options analysis of the three options presented at 50% SD and submit the following architectural requirements within the final SD report.

The Consultant must include for the preferred option:

- a) Narrative of architectural vision;
- b) Updated heritage conservation approach;
- c) Complete graphic and narrative description including but not limited to:
 - i. All works proposed in each option;
 - ii. Site Plan including landscape and existing site context;
 - iii. Colour-coded architectural floor plans,
 - iv. Drawings indicating the requirements of the functional program, including office furniture layouts;
 - v. Provide an area matrix including area calculations and indication of degree of compliance with the functional program;
 - vi. Strategy for zero-carbon compliant windows and doors and HRV systems considering performance options, procurement timelines and local availability;
 - vii. Interior and exterior 3D renderings as agreed to with NCCR, including but not limited to;
 - viii. 4 Exterior Views including existing site context; and
 - ix. Interior views
 - x. All visuals to include on-site energy generating technologies (photo voltaic panels) and any exterior mechanical and electrical equipment;
 - xi. Exterior and interior material selections;
 - xii. Building sections indicating the composition of walls, floors, roofs, foundations, windows and doors supporting planned building envelope strategies;
 - xiii. Exterior elevations including existing heritage context;
 - xiv. Physical security components;
 - xv. Universal design for accessibility analysis, strategies and exceptions;
 - xvi. Furniture and equipment plan(s) depicting flexible and adaptable configurations;
 - xvii. Coordination and integration of FF&E with IT, multi-media and security system design requirements, structural, mechanical design requirements, and with all the other elements of the design; and
 - xviii. Acoustic strategies and requirements.

9.4.4 Landscape Architecture

The Consultant must prepare and submit the following landscape architecture requirements within the SD report for the preferred option:

- a) Landscape Architectural approach;
- b) Complete graphic landscape plan, graphics and narrative description including but not limited to:
 - i. Heritage landscape approach and planting concept;
 - ii. Sustainable design strategies and features;
 - iii. Grading concept plans, sections and elevations and explanatory sketches;
 - iv. Integration of landscape features and infrastructure existing and new architectural and security lighting, security features, landscape furniture, Site amenities,



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- vegetation, grading, soil and soil structure condition, drainage, storm water management and irrigation, as well as mechanical and electrical infrastructure);
- v. Description of the inter-relationships between the landscape, existing site context, new buildings, circulation, and built infrastructure and materials;
- vi. Parking lot design; and
- vii. Circulation and universal design for accessibility including detailing strategies and exceptions, pedestrian circulation and vehicular routes.

9.4.5 Civil/Municipal

The Consultant must prepare and submit the following requirements within the SD report:

- a) Confirm information, previous assumptions, and design criteria to support design;
- b) Complete water demand estimations (domestic and fire flow) using the proposed site statistics for the new building;
- c) Summary of site investigations of existing watermain system (ie.g., pressure testing);
- d) Complete hydraulic analysis of proposed Site water distribution system to confirm the that adequate pressure and flows are available to the building;
- e) Complete sewage flow estimation using the proposed site statistics for the new building;
- f) Obtain preliminary approval from the municipality fire service (department) for proposed isolation, removal or reconfiguration of the water service, and all temporary and permanent fire hydrants;
- g) Obtain preliminary approval from the municipality for proposed isolation, removal or reconfiguration of all storm water systems and all sanitary sewer systems;
- h) In full coordination with the Design Team, propose design options for all below and above grade infrastructure and services, including sizing, materials, capacities, and connection locations. The options shall include the connection, relocation and/or replacement of site services; and
- i) Preparation of schematic grading and servicing plans detailing the proposed options.

9.4.6 Structural

The Consultant must, in coordination with the Design Team, perform a detailed assessment and analytical modeling of the structural system for the preferred option and include within the SD report. The consultant must submit two distinct and viable structural system approaches appropriate to and integrated with the Passive House Plus design and certification requirements and coordinated with the Preferred SD Option. Wood based structural systems and approaches are preferred.

9.4.7 Mechanical

The Consultant must, in coordination with the Design Team, develop, Model, and submit in the SD report two distinct and viable mechanical sub-options guided by the sustainable design certification requirements that support the preferred SD option. The sub-options analysis must include:

- a) Building service strategies including plumbing, HVAC, fire protection, building automation with smart lighting and water efficiency, security, acoustical isolation or speech privacy and intelligibility, protection of fresh air intakes, relief dampers/systems;
- b) SD for mechanical components and systems for Site and building services including plumbing, HVAC, fire suppression and detection, energy management and controls, building metering, and security.
- c) Establish an energy budget for the building and compare it to energy consumption of other similar buildings designed to minimum National Building Code requirements, and for each SD option. Total energy consumed in the building shall be expressed in kWh/m²per year as per Passive House International definitions.
- d) SD options with analysis of energy consumption, operating and maintenance Costs for life cycle analysis in conjunction with the CM. Review with the CM and NCCR assumptions about a life cycle duration and Costs of facility alteration, improvement, demolition, and recycling. . The Consultant must use an approach agreed on with the CM and NCCR for all energy simulations. Analysis will illustrate monthly and annualized energy consumption and Cost of each building system, and overall annual operating and maintenance Costs over a calendar year.
- e) Detailed analysis and design for tie-in methodology, tie-in locations for temporary and permanent services, including metering as required. Identify the interim and final underground utility relocations, replacements and upgrades ensuring that all connected building remain in continuous operation;
- f) Narrative and Drawings which indicate each of the proposed mechanical systems and components and how/where they tie into systems in connected buildings, including:
 - i. The advantages, disadvantages and recommendations for mechanical systems and components;
 - ii. System schematics describing each mechanical system and component, including metering requirements, locations and interoperability requirements;
 - iii. Identify any unique or specialized mechanical equipment required by the facility, and implications related to procurement timelines and local availability;
 - iv. Preliminary, annualized energy analysis for each system proposed;
 - v. Support future connection to a glycol based ground source heat pump system.
 - vi. Building control strategies for each system, including building zones, individual space controls, air flow analysis and Modelling, with supporting analysis and interoperability requirements for the as-built Model;
 - vii. In conjunction with the NCCR, identify requirements to operate and maintain any mechanical equipment or if specialized personnel retained through maintenance contracts are required for on-going operations;
- g) The per capita supply of outdoor air for each option and relevant assumptions;
- h) The air delivery rate to each occupied space including relevant assumptions;
- i) The location of each entry point for mechanical services in the building;



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-
- j) The connection and separation, relocation and replacement of services;
 - k) The requirements for mechanical spaces; and
 - l) Return on investment analysis of both options.

9.4.8 Electrical

The Consultant must develop and submit in the SD report two viable sub-options that support the functional program, sustainable and preferred SD option. The options analysis must include:

- a) The proposed electrical design in sufficient detail for the NCC's assessment. Include the feasibility of proposed systems complete with energy consumption, metering, and design loads in consideration of sustainable design and commissioning requirements;
- b) Normal, Emergency and UPS electrical distribution;
- c) Lighting and Lighting Controls and building automation system;
- d) Fire Alarm System;
- e) Lightning Protection System;
- f) Onsite energy generation (Photo Voltaic panels);
- g) IT, Multi-Media, and Security;
- h) For all systems, indicate spare and expansion capacity of proposed system and components;
- i) In consultation with the CM, provide a complete energy analysis and consumption for the proposed options, and operating and maintenance Costs for life cycle analysis. Review with the CM and NCCR assumptions about a life cycle duration and Costs of facility alteration, improvement, demolition, and recycling.. The Consultant must use an approach agreed on with the CM and NCCR for all energy simulations. Analysis will illustrate monthly and annualized energy consumption and Cost of each building system, and overall annual operating and maintenance Costs over a calendar year. Life cycle analysis must be integrated with sustainability and commissioning requirements; and
- j) Provide a narrative of all decommissioning and temporary utilities during construction.

9.5 Approvals

The Consultant must:

- a) Prepare and deliver 50% and 100% SD presentations to the NCC and Authorities having jurisdiction to obtain SD stage approval;
- b) Working with the NCCR, prepare and deliver presentations to the ACPDR.
- c) Working with the NCCR, prepare and deliver presentations to the FHBRO's FHBC.

- d) Prepare documentation as requested by the NCCR to support project submission for FLUDA review. Coordination of submission and requirements will be by the NCCR.
- e) Integrate recommendations and feedback from submissions and presentations into subsequent design submissions.

10 DESIGN DEVELOPMENT SERVICES

10.1 Intent

The objective of the DD stage is to further refine and develop the selected SD option, which may be a combination of elements from each SD option. The Consultant must address and resolve all design conflicts, outstanding recommendations and anomalies, fully coordinate, and manage workflow of the Design Team.

- At **33% DD** the Design Team is required to detail the project design to fully reflect all aspects of the approved functional program, adjusted as required to reflect building limitations or required minor functional program changes to support submission for FLUDA review and presentation to FLUDA and NCCR to the NCC Board of Directors for Design Approval and comment on the design. The Design team is required to present the 33% submission to NCC Project team, including Project Leader, Project Manager and Design lead and receive authorization from the NCCR before proceeding to 66% DD- The 33% DD submission must include a **Class C cost estimate** and updated presentation renderings and graphics.
- At **66% DD** the Design Team is required to detail the project design to fully reflect all aspects of the approved functional program, adjusted as required to reflect building limitations or required minor function program changes to support submission to the NCC for review. The Design team is required to present the 66% submission to NCC Project team, including Project Leader, Project Manager and Design lead and receive authorization from the NCCR before proceeding to 99% DD. The 100% DD submission must include a **Class B cost estimate** and updated presentation renderings and graphics. See section 10.4.1 for 66% DD regulatory requirements.
 - The overall design is to be sufficiently advanced by the Design Team at the 66% DD stage to start designing critical base building DPs. Base building DPs prioritized by the CM are to incorporate comments or direction from the 100% DD approval processes.
- At **99% DD** the Design Team is required to detail the project design to fully reflect all aspects of the approved functional program, adjusted as required to reflect building limitations or required minor functional program changes to support submission for FLUDA review and presentation by FLUDA and NCCR to the NCC Board of Directors for Design Approval. The Design team is required to present the 99% submission to NCC Project team, including Project Leader, Project Manager and Design lead and receive authorization from the NCCR before proceeding to 100% DD.
- The design team is required to prepare a comprehensive package for application of the municipal building permit in coordination with the CM after the 99% DD approval.
- The 100% DP submission must include a **Class A cost estimate** and updated presentation renderings and graphics.



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It is expected that the DD will overlap with some consulting Services occurring during the Design Packages (DPs) development stage.

The requirements for the DD apply to decommissioning work, if any, and temporary work, except the scope and content of submissions will be reduced as approved by the NCCR.

10.2 Design Development Deliverables

At a minimum, the Consultant must:

1. Submit a Class A & B cost estimate;
2. Prepare and submit presentation materials associated with approval processes;
3. Prepare and submit package of materials for Municipal Building Permit submission;
4. **Submit DD report.** Based on the prioritized construction planning and scheduling by the CM, proceed with DP stage activities and the preparation of identified DPs before acceptance of the 100% DD submission, as approved by the NCCR;

10.3 Response to Design Development Report

The Consultant must:

1. Review and analyse all the comments provided by the NCCR Project Team;
2. Prepare and submit a written response to the NCCR within **10 working days** to all the submission comments; and
3. Integrate comments into the subsequent submissions as directed by the NCCR.

10.4 Design Services

10.4.1 Regulatory

The Consultant must prepare and submit a regulatory analysis within the **66% DD** report including building code requirements, universal accessibility, and other applicable standards and guidelines.

10.4.2 Sustainable Design

Zero Carbon Building Design + Performance (ZCB) Certification is a priority goal for the building component of the project. Incorporating good design strategies such as passive design considerations early in the design process is essential for the successful realization of this goal. Opportunities for the building design to meet or exceed Net Zero energy consumption will be required to be analyzed and to be integrated into the design.

The Consultant must, in coordination with the Design Team, develop, Model, and submit in the DD report the two distinct and viable mechanical sub-options guided by Zero Carbon Building design certification requirements that support the preferred option.

The design analysis shall provide summary tables including all of the following:

- a) Modeling Zero-Carbon Balance of zero or better over a 60-year lifecycle;
- b) Reporting Embodied Carbon;
- c) Reporting Total Quantity of Refrigerants;
- d) Providing a Quote on RECs and Carbon Offsets;
- e) Providing a Transition Plan for Onsite Combustion (if any);
- f) Meet at least one of the Two First Approaches for Energy Efficiency (Flexible or Passive Design);
- g) Report Seasonal Peak Demand;
- h) Report and Justify Modelled Value of Airtightness; and
- i) Apply at least two (2) Strategies in the Impact and Innovation Category.

10.4.3 Architectural

The Consultant must, in collaboration with the Design Team, refine, Model, and develop Model-based sketches, Drawings, and Specifications, and submit in the DD report architectural design solutions which include:

1. Detailed and coordinated design narratives for all members of the Design Team;
2. Updated versions of presentation graphics to support ongoing approvals processes and presentations;
3. Fire separations plan and code matrix;
4. Detailed Site Drawing;
5. Demolition Plan and Site Hoarding;
6. Floor plans indicating all required work spaces, circulation, stairs, elevator, ancillary spaces, and service areas. Include building grid lines and indicate key dimensions;
7. Interior finishes plan;
8. Detailed elevations of all exterior facades indicating all doors and windows. Indicate finished and structural floor and ceiling heights and concealed spaces. Include building grid lines and indicate key dimensions;
9. Cross sections indicating floor levels, room heights, corridor elevations, and interior elevations of significant spaces. Include building grid lines and indicate key dimensions;
10. Updated comprehensive interior (minimum 3) and exterior 3D renderings (minimum 5);
11. Detailed services locations and layouts including plumbing, HVAC, fire protection, electrical, telecommunication rooms and risers/pathways, security, building automation;
12. The confirmation of mechanical and electrical spaces and location requirements. Coordinate the mechanical and electrical Drawings with furniture and equipment requirements including:
 - i. Lighting plans;
 - ii. Location of light switches and controls;
 - iii. Location of HVAC controls;
 - iv. Location of IT, multi-media, and security system devices;
 - v. Plumbing components and rise locations and space requirements; and
 - vi. Supplemental cooling and exhaust location and space requirements;



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- vii. Detailed wall sections and special design features with sufficient illustration and explanation including physical, acoustic and physical security features to permit design approval;
 - viii. Reflected ceiling plans for all floors;
 - ix. Architectural features, including materials, millwork, finishing details and samples to permit choice of materials and finishes;
 - x. Drawings, elevations, sections, typical details for built in furniture and equipment;
 - xi. all schedules (room, door, hardware, window etc.);
 - xii. Detailed integration and coordination of IT, multi-media, and security system equipment;
 - xiii. Coordinate the furniture layout with both IT connectivity and mechanical design and layouts;
 - xiv. Analysis of circulation, signage and way finding requirements from the exterior grounds to the entrance(s), as well as interior way finding, circulation and exit path(s) for all users (e.g. staff, visitors, deliveries). Includes coordination with the landscape design for exterior design concepts.
 - xv. Acoustical design that includes wall, floor and ceiling sections and details for all spaces requiring acoustic security. Include required acoustical ratings for doors, transfer ducts, conduits and other assemblies;
 - xvi. Interior signage and building identity signage design. NCC Industrial Design & Environmental Graphics to provide guidelines.
 - xvii. Sample boards for all interior finish materials including but not limited to wall, flooring, millwork, and ceiling options;
 - xviii. Sample boards for all exterior materials, including options.

10.4.4 Landscape Architecture

The Consultant must, in collaboration with the Design Team, refine, model, develop special sketches, drawings, and specifications, and submit in the DD report including:

1. Planting plans, details and plant lists ;
2. Tree and landscape protection and monitoring;
3. Detailed design and dimensioning for all landscape features and infrastructure, including signage (coordinated with interior signage and way finding strategy and design) and way finding, exterior lighting, security elements, landscape furniture, Site amenities, vegetation, grading, cut and fill, soil and soil structure, drainage, storm water and irrigation;
4. Temporary construction requirements for vegetation protection and removals plan;
5. Detailed design of pathways, including materials;
6. Integration with architecture, including detailed design of green roof;
7. Integration of contaminated Soil Management Plan into the landscape design plans and details;

8. Integration of grading and stormwater management with Civil Engineers, including low impact development features;
9. Detailed design of vehicular routes including drop-off, integrating with Civil Engineers;
10. Details of proposed site furniture design , products and materials;
11. Site lighting indicating any proposed lighting fixtures and materials, as well as photometric analysis;
12. Design of any sloped landscape areas to avoid erosion; and
13. Sustainability strategies.

10.4.5 Civil

The Consultant must, in collaboration with the Design Team, develop Model-based Drawings, and Specifications, and submit in the DD report civil design solutions which include:

1. Confirm the required fire flow and domestic water requirements for the building (in coordination with the Mechanical Engineer) and confirm the adequacy of the water service;
2. Confirm the sewage flow and alignment of the sanitary sewer;
3. Detailed site stormwater management design, to meet the stormwater management criteria outlined in Section 3.3 above at a minimum.
4. A Site Servicing and Stormwater Management (SWM) Report must be prepared. The report must outline the proposed DD for servicing (sanitary and water services) and stormwater management.
5. Detailed removals plan(s) with phasing as required.
6. Detailed site servicing plan including building service connections, including all applicable details such as maintenance hole top of grate and invert elevations, type of frame and grates/covers, water valves and hydrant locations, duct bank trench locations and details, proposed pipe sizes, slopes and invert elevations including at the building foundations, and abandonment and/or removal of existing services;
7. Detailed site grading and drainage, including the parking lot, vehicular roadways, entrances, pathways, stairs, and landscaped areas. Grading design is to be developed in coordination with Landscape Architecture and Architecture disciplines, with overall grading design reviewed by Civil Engineer and all applicable existing and proposed grading details included on the Civil Drawings. Grading plans are to include proposed contours, existing topographic elevations, and proposed and existing underground services;
8. Cut/fill analysis to inform excess soil management;
9. All trench and duct bank details including profiles and elevations of below grade services;
10. Notes, details, and cross section plans;
11. Erosion and Sediment Control Plan including all environmental mitigation measures; and
12. Integration with landscape architecture on detailed design of parking lots/spaces, vehicular routes, including drop-off, and entrances.

10.4.6 FF&E

The Consultant must, with input from the Project Team, advance the design for FF&E components and submit in the DD report, including:

- a) A final FF&E component report is to include but not be limited to:



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- i. Refinement of the FF&E types to accommodate a flexible and adaptable fit-up (reconfiguration) within the overall design and functional program;
 - ii. In-depth FF&E requirements analysis against the functional program;
 - iii. A narrative of the integration of the FF&E component strategy and how it will complement Project principles and objectives;
 - iv. A narrative and graphic representation of all furniture finishes, including samples and specifications for all furniture, fittings, window coverings and accessories requirements;
 - v. Furniture and equipment plans to locate and identify furniture, and equipment layout;
 - vi. Window treatment design and detailing if required;
 - vii. The design of custom furniture, if required; and
- b) Commercially available furniture. Indicate finishes and provide presentation board(s) and catalogue cut sheets for all.

10.4.7 Structural

The Consultant must, in collaboration with the Design Team, develop design and update analysis initiated in the SD phase and submit in the DD report structural design solutions which support overall design objectives. DD design must include the following activities:

1. Provide detailed Drawings, sections, elevations, specifications and connection or other details for new systems and materials, components, cladding and load-bearing details, use and occupancy /wind/snow/ice & rain /seismic loading requirements, fireproofing methods and any significant or unusual details or components and operational functional components;
2. Design structural system to support all mechanical, electrical and IT loads. Identify required supports and hangers per systems; When applicable, provide the seismic restraint details for equipment according to the NBC 2020.
3. Coordinate the design for all architectural and engineering components and systems below grade, in floors, walls and ceilings and their relationships with the building structure. Identify and resolve all clashes and interferences;
4. Develop construction phasing and details necessary for the implementation of the structural work, including the sequencing of temporary bracing, shoring or stabilization;
5. Develop structural system and component monitoring requirements during construction;
6. Identify proposed changes or modifications identifying the reason for the changes and impact;
7. If required, develop approaches for the use of mock-ups, testing and investigations to validate the feasibility, constructability and effectiveness of the proposed work. Review with the CM and NCCR and obtain approval from the NCCR;
8. At 50% DD Provide the Structural design brief for the existing structural strengthening and new building design. This document should also include the structural modeling (FEM)

description in both global model and local (refined) level for the performance-defining key structural components; and

9. At 100% DD Provide the Calculation Notes for the typical structural elements for both existing structural strengthening and new building.

10.4.8 Mechanical

The Consultant must, in collaboration with the Design Team, develop design and update analysis initiated in the SD phase and submit in the DD report mechanical design solutions which support overall design objectives. In addition to items outlined in SD phase, DD design must include the following activities:

1. Provide an updated summary report that shall include energy, life cycle, cost analysis and recommended integrated design solution for the suggested Passive Design Options (Air Source Heat Pumps with its variations) to meet the ZCB Design and subsequently Performance Certifications.
2. Service entrances for domestic water, sanitary and storm drainage, and connections to utility services including all invert elevations, coordinated with building program and landscape plans and integrated with rainwater recovery;
3. Sizing and materials of ventilation, cooling and heating systems with locations and layouts of all major equipment and showing security protection of fresh air intakes, exhaust systems and stacks, coordinated with building program and landscape plans;
4. Primary and secondary and sub-metering requirements and locations, coordinated with FF&E plans;
5. Plumbing and piping systems showing routing and sizing of lines and location of pumps and other equipment, coordinated with building program and FF&E plans
6. Fire suppression systems indicating major components and piping layout, coordinated with building program, FF&E plans;
7. Acoustic control measures for the mechanical design;
8. In consultation with the CM, update energy consumption per system and the overall consumption and estimated annual Cost by utility;
9. Update return on investment analysis for each mechanical system;
10. Include equipment list of all equipment with equipment number and location, coordinated with FF&E plans;
11. Include mechanical ancillary devices needed to support emergency power systems, coordinated with building program plans;
12. Include control architecture including the proposed EMCS network architecture, mechanical control schematics, zone and air flow control, the sequence of operation for each building system; and
13. Include mechanical control interconnection with other building systems.

10.4.9 Electrical

The Consultant must, in collaboration with the Design Team, develop Model-based sketches, Drawings, and Specifications, and submit in the DD report electrical design solutions which include:

- a) Electrical Distribution:
 - i. The chosen electrical option;



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- ii. Electrical equipment sizing;
 - iii. Distribution Single Line Diagram with nomenclature, capacities;
 - iv. Distribution Drawings with identified equipment location, coordinated with building program, and FF&E plans;
 - v. Floor Drawings of every floor with tables associated to each room indicating every type of power, coordinated with building program, and FF&E plans;
 - vi. Primary metering and sub-metering include metering equipment space requirements and locations, coordinated with FF&E plans;
 - vii. Safety label information, in accordance with CSA Z462, for all panel boards, motor control centres, switchgear, and major electrical equipment;
 - viii. Indicate the short circuit information at point of entry; and
 - ix. Interoperability requirements for the as-built Model;

b) Lighting and Lighting Controls:

Floor Drawings with layout, coordinated with FF&E plans;
Lighting fixture schedule;
Lighting control layout and control logic, associated light fixture zones, switch (control) location, coordinated with FF&E plans;
Specific rooms which contain specific lighting control systems, including architectural lighting systems, coordinated with FF&E plans; and
Provide Drawings and details for Site, building and security lighting, including proposed typical fixtures, coordinated with building program and landscape plans;
Interoperability requirements for the as-built Model;
Fire Alarm System:
Floor Drawings for the fire alarm system to show end of line device location, coordinated with FF&E plans;
Table identifying every piece of fire alarm equipment, coordinated with building program and FF&E plans;
Single line diagrams with main equipment and approximate amount of end of line devices;

c) Temporary construction fire alarm system; and

Interoperability requirements for the as-built Model;

d) Lightning Protection:

e) IT, Multi-Media, and Security:

Distribution Drawings with telecom closet, IT riser and raceway locations, equipment requirements (e.g. equipment racks, special isolation transformers, etc.), coordinated with building program, FF&E, and mechanical plans;
Carrier entrance room, and carrier network pathway and requirements on the Site, coordinated with building program, landscape, and mechanical plans;
Floor Drawing of every floor with tables associated to each room indicating every type and location end of line devices, coordinated with building program, and FF&E plans;

Single line diagram per systems with main equipment, risers and raceways; EMF shielding materials, requirements and locations, coordinated with building program, and FF&E plans; and Interoperability requirements for the as-built Model.

11 DESIGN PACKAGE SERVICES (TENDER PACKAGES)

11.1 Intent

The Services required of the Consultant in this section apply to each DP. All deliverables are to be reviewed and approved by the NCCR at the **100% DP unless otherwise indicated**.

The CM will take the lead role, in consultation with the Consultant and the NCCR, to define the scope and sequencing of each DP to optimize the schedule.

The DPs are to include comprehensive, coherent, and fully coordinated sets of Drawings and Specifications (tender documents) compliant with the Project requirements in sufficient detail to allow competitive tendering by the CM and guide and direct the sub-contractors to successfully implement each phase and sub-phase of the Project. The DPs, as modified following tenders, will be issued as Construction Documents.

The CM may take the DPs and split them into smaller Design Packages to secure the sub-contractors necessary to undertake each phase and sub-phase of the Project. The CM will review the Design Packages submitted by the Design Team to validate completeness and provide comments and suggestions for revisions.

Translation of Design Packages is dependent on the language of the CM's prequalified subcontractors. If required, translation Services will be treated as a disbursement to the Consultant's Contract.

11.2 Design Services

The Consultant must coordinate between all DPs and:

1. Define commissioning procedures, construction monitoring requirements, performance expectations, consultant led and contractor led training sessions, requirements for operating and technical maintenance manuals, post-construction monitoring, and record Drawings/Model;
2. Submit DPs, conduct design workshops, and respond to DP comments;
3. Coordinate and integrate all DP submission review comments;
4. Identify DP Documents for mock-ups;
5. Provide all technical support required for the CM when the CM splits the DPs into isolated Design Packages such as content, Cost estimates, unit prices, etc.
6. Complete the sustainable design requirements and coordinate said requirements in individual design discipline Drawings and Specifications, based on updated information in the Model, and
7. Reconfirm that materials and equipment selected reflect the air flow and air pressurization analysis and energy consumption profiles established at DD.



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8. Develop fully coordinating drawings and specification documents describing design related to site, civil, landscape, architectural, structural, mechanical, electrical, FF&E, energy performance, and sustainable design consultants to support DP tendering and implementation.

11.3 Design Package Submission Requirements

11.3.1 100% Complete Design Package Documentation (Tender Ready)

The Consultant must prepare the 100% DP's that is fully coordinated and integrated and includes:

1. Updated coordinated design drawings, specifications;
2. Final signed and sealed original Drawings (view plans, elevation plans, perspectives, detailed cross-sections, device identification and information, etc.) and Specifications;
3. Final performance requirements per Specification sub-section with, as applicable, independent testing and verification requirements;
4. Final schedules and material requirements;
5. Final unit rate tables for materials;
6. Final Division 01 Specifications;
7. Data, studies, detailed calculations, etc. that are fully indexed for final review and records for all disciplines; and
8. Updated Critical Path and milestone schedules for design activities.
9. Class A prepared by third party

11.4 Approvals and Coordination

The Consultant must:

1. Conduct subject matter and DP workshops to discuss and support the obtainment of approval of DP scope with the NCCR, and CM;
2. Through the CM, provide clarification to and, if required, deliver presentations to municipal officials and other Authorities having jurisdiction to support obtainment of required approvals and permits; and
3. Integrate recommendations and feedback in DP production.

12 TENDERING SERVICES

12.1 General

The Consultant's must:

1. Provide input to trade contractor pre-qualification requirements in collaboration with the NCCR and CM;
2. Attend bidders' briefing meetings for pre-qualification, as required by CM;

3. Present Zero Carbon Design concept at bidders' briefing meetings for pre-qualification, as required by CM;
4. Analyze and respond to questions during the pre-qualification of suppliers and during DP tendering. Provide the NCCR and CM with responses within two days of question, or as agreed by the NCCR;
5. Update the Drawings and Specifications based on bidders' questions. Provide the NCCR and CM with addenda inclusive of all information required by bidders to fully interpret the tender documents. CM will issue all addenda to bidders;
6. Maintain a record of all inquiries directed to NCCR and CM during the bidding period and submit the record to the NCCR and CM at the close of bidding for future audit;
7. Assist in the evaluation of tenders by providing advice on the following:
 - i. The completeness of the tender response in all respects;
 - ii. The technical/design aspects of the tenders;
 - iii. The effect and suitability of alternatives and qualifications that may have been included in the tender. Revise the Drawings and Specifications as required to reflect any impact of accepted alternates or qualifications;
 - iv. The tenderer's ability to undertake the scope of work;
 - v. The availability of adequate qualified labour, equipment and materials to do the work; and
 - vi. Participate in the bid variation analysis between bids and the latest Class 'A' estimate.

12.2 Retender as required for Budget Management

The Consultant must:

1. As required, and approved by the NCCR, complete minor redesign to integrate alternate materials or assemblies and reissue DP's, updating the Drawings and Specifications as necessary to bring the Cost within the stipulated limits; and
2. If required, in coordination with the CM, prepare and submit a detailed narrative of the implications for retendering, including Cost impacts, risk implications, and proposed mitigations.

12.3 100% Construction Documents Issued-for-Construction

The Consultant must, in collaboration with relevant disciplines, the CM and the NCCR:

1. Prepare and update DPs to include all revisions resulting from the addenda issued during the tender period;
2. Confirm in writing to the CM and NCCR that all addenda have been integrated into the tender documents to be issued for construction, that the Drawings are fully updated and coordinated with all component and system interferences resolved, and updated Specifications reflect all addenda; and
3. Sign and seal all "Issued-for-Construction" documents (Drawings and Specifications) within five working days of the issuance of the last addendum. Provide one reproducible copy of the complete DP (or tender documents as applicable).

13 SITE SERVICES



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13.1 Intent

Site Services are an essential aspect of the Consultant’s mandate. These Services are the primary focal point for the Consultant’s production input to and in support of construction operations. The ongoing flow of accurate and coordinated information to and from the construction site is necessary to achieve the high level of design and construction sequencing and productivity required for this project.

The Consultant’s Site Services team must have the authority, ability and capacity to immediately respond to evolving situations on all parts of the Site, coordinating Site information with ongoing design production, and providing immediate access to design direction to the CM.

The Consultant’s site services team must have experience with Zero Carbon Design Standard requirements: including challenges and methods of achieving thermal performance and air tightness requirements during construction. Key personnel responsible for SD, DD, and DP stages are to remain throughout the duration of project delivery stages.

The Consultant must provide an experienced, multi-disciplinary team of licensed and non-licensed professionals coordinated to respond in real time. Led by a highly experienced and licensed Architect, the Consultant’s Site Services team must adapt in composition as the overall Project advances and include administration support.

13.2 General Services

The Consultant must, in full coordination with all relevant members of the Design Team, CM and NCCR:

1. Coordinate and manage all Consultant’s Services, activities and communication at the Site;
2. Address the NCCR’s technical and the CM’s constructability review comments for suitability to support appropriate design production integration. Services include:
 - Understanding the design intent, design direction, scope, mandate, design assumptions, and design limitations;
 - Assessing, discussing and reporting of construction sequencing options, risk assessments, material substitutions, and life-cycle considerations for materials, components and systems; and
 - Providing formal written response to the CM and the NCCR for all constructability comments;
3. Participate in formal design and construction meetings and technical meetings and workshops;
4. Provide ongoing Services, with monthly summaries, to include:
 - Managing, coordinating and controlling all design production documentation to and from the site for accuracy and completeness on an ongoing basis;

Reporting monthly, or more frequently if warranted, on status of sustainable design certification targets and inform the CM and the NCC PM in writing if certification is at risk;

Coordinating with the CM and Design Team, providing supplemental information required by the municipality or other Authorities having jurisdiction to resolve design issues related to any permit;

Responding to submittals and Requests for Information (RFI) from the CM with accurate, coordinated and complete information. Submittals include shop drawings, samples, mock-ups, test reports, and demonstrations for all submittals requiring the Consultant's review and approval. Manage requests by:

- Establishing a submittal and RFI review, approval, and response framework based on submittal or RFI importance, with the input and the acceptance of the CM and NCCR. Include a mechanism to reclassify importance when required;
- Confirming the degree of importance of each RFI or submittal on receipt from the CM;
- Prioritizing responses so that schedule critical responses by the Design Team are provided by the critical date established by the CM and agreed to by the Architect; and
- Responding to all other RFIs or submittals generally within 5 working days, but never longer than 10 working days unless otherwise agreed;

Reviewing the construction routinely - daily if and when required, interpreting design information and ensuring construction is in general in conformance with the contract documents.

Providing the CM with direction and rejecting work that does not conform to DP or approved performance requirements, **notify the NCCR immediately**;

5. Provide field clarifications within 2 working days of issue identification where possible or when required by the CM;
6. Prepare and issue in a timely manner to the CM accurate and coordinated DPs, supplementary instructions, notices, proposed changes, and Change Orders. The Consultant must provide:

Detailed quotation reviews with price support that reflect all aspects of the proposed work and, if not, return the quotation to the CM, indicating which elements of the quotation are problematic;

Alternative solutions proposed are thoroughly assessed for compatibility and viability; Quotations, alternative design solutions, contemplated change notices, and change orders are reviewed by all relevant Design Team disciplines within 5 working days or less, or with the approval of the NCCR within an agreed timeframe;

Quotations only include rates for personnel and percentage mark-ups provided for in the CM's contract; and

After comprehensive review and verification, recommend to the NCCR if the quotation is complete, fair, and reasonable;

7. Review and confirm the completeness of the CM's estimate for each site instruction, proposed change, and change order;



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8. Validate, from the Design Team’s perspective, potential impact to the Project scope, time, Cost, and risk related to the site instruction, contemplated change notice, and change order;
9. Validate, from the Design Team’s perspective, potential CM or subcontractor claims;
10. Validate material types and quantities related to unit price work;
11. Validate the CM’s work and services completed monthly;
12. Review and recommend to the NCCR for payment the CM’s progress payment applications. Advise within 2 working days of receipt. Certify the degree of completion of the construction. Confirm to the NCCR that applications for progress payment are complete and only reflect the work that has progressed to the date of the invoice; and
13. Provide input to the CM’s lessons learned related to the construction.

13.3 Deliverables

The Consultant must:

1. Provide signed documentation for Substantial Performance and Completion;
2. Provide record drawings and specifications within 60 days of receipt of as-built documents from the CM.

14 POST-CONSTRUCTION SERVICES

The Consultant must:

1. Instruct CM to correct any deficiency, agreeing on appropriate schedule for correction with the CM and NCCR. Review, photograph, and report on deficiency repairs prior to concealment or within five days of repair completion if concealment is not a requirement;
2. Review plant material in the first year of the plant maintenance and warranty period. The NCCR will provide reviews in year two.
3. Measure and record energy consumption per building system and by utility. Confirm whether sustainability targets for energy consumption and ZCB certification requirements are being met. Work with the commissioning agent to adjust systems or sequence of operations as required to meet approved sustainability objectives, while maintaining approved operational intent;
4. Prepare all documentation required, make submissions, and support the review process towards the obtainment of sustainable design certifications required by this project;
5. Registration and certification fees for ZCB – Design, and ZCB –Performance are to be carried by the consultant.
6. Validate procedure for building envelope thermographic scanning with CM prior to scan. Review results and provide CM with corrective instructions, if required. Confirm corrective measures are completed;
7. Participate in a lessons-learned workshop with the CM, NCCR and NCC property management employees at a time approved by the NCCR.

14.1 Manuals

The Consultant must review and validate the CM's sub-contractor 100% operations and maintenance (O & M) manuals to validate completeness. Manuals must be in accordance with all modifications undertaken during the sub-Project.

14.2 Deliverables

The Consultant must::

1. Based on the CM's as-built documents, prepare record drawings and submit to the NCCR in PDF and native file format;
2. Verify that the CM's O & M manuals are complete and accepted before the start of CM-led training; and
3. Submit the Zero Carbon Building Standard Design + Performance Certification certificate;
4. Provide final design intent brief; and
5. Submit post-construction evaluation and lessons learned reports.

15 PROJECT BRIEF APPENDICES

15.1 APPENDIX I- TERMS

The following terms and abbreviations are used in this document or may be used in the project:

Baseline	The original plan and/or schedule approved by the NCCR (for Project, DP, or activity), plus or minus approved scope changes.
Building Information Modelling (or Modeling)	The process and technology used to create Models (BIM).
Building Information Modelling Standards	A document developed collaboratively by the Project Team to establish standardized procedures, conventions and guidelines with agreed targets for responsibility, timely delivery, exchange, and reuse of the Model.
Class "A" (Pre-tender) Estimate	"Based on completed construction drawings and specifications prepared prior to calling competitive tenders, this estimate shall be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender submission. This cost estimate shall be based on fully measured quantities of all items of work and prepared in both elemental analysis and Trade division format as per MasterFormatTM. The level of



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	accuracy of a Class A cost estimate shall be such that no more than a 5% design allowance is required.” ⁹
Class “B” (Substantive) Estimate	“Based on design development drawings and outline specifications, which include the preliminary design of all major systems and subsystems, as well as the results of all site/installation investigations, this estimate shall provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval. This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class B cost estimate shall be such that no more than a 10% design allowance is required.” ¹⁰
Class “C” Estimate	“Based on schematic/conceptual design and/or comprehensive list of project requirements, this estimate shall be adequately detailed and shall be sufficient for making the correct investment decision. This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class C cost estimate shall be such that no more than a 15% design allowance is required.” ¹¹
Class “D” (Indicative) Estimate	“Based upon a comprehensive statement of requirements, an outline of potential solutions and/or functional program, this estimate is to provide an indication of the final project cost that will enable ranking to be made for all the options being considered. This cost estimate shall be prepared in elemental analysis format. The level of accuracy of a Class D cost estimate shall be such that no more than a 20% design allowance is required.” ¹²
Construction Documents	Includes Project specific specifications and Drawings and includes Models or Model Elements.

⁹ Public Services and Procurement Canada. “Cost Estimate Definitions.”

https://buyandsell.gc.ca/cds/public/2020/01/28/1309436c314b43a9317acb80ee8fb9b4/ABES.PROD.PW_PWZ.B050.E10977.ATTA001.PDF, accessed May 15, 2023.

¹⁰ Ibid.

¹¹ Ibid.

¹² Ibid.

Construction Manager, or Builder	Means the person(s) or entity(ies) identified and authorized by the NCC to perform the construction management services and Construction Services for work under this Contract.
Contracting Authority	Means the individual delegated by the Chairman of 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 delegated individual is responsible for the management of the Contract. Any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.
Cost, or Contract Cost Principles	The principles used to determine reasonable direct and indirect costs related to the Contract, as defined at the following website: htDPs://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6
Critical Activity	Any task/activity on a Critical Path.
Critical Path	A series of tasks/activities that determines the longest duration of the 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 (Tender) 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 Consultant to acquire or construct one or more building elements and/or to acquire and construct and install one or more FF&E elements.
Design Team	The combined forces of the Consultant, Sub-Consultant(s), and Specialist Consultant(s).
Drawings	The two-dimensional drawings generated from the Model and traditional two-dimensional drawings not generated from the Model.
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 the Project progresses.
Model	A digital representation of the physical and functional configuration, characteristics or attributes of the Project or a portion of the Project.
Model Element	Means a part of the Model representing a portion of the Project or a system or assembly within the Project or the Project site as well as data sets.
Monitoring	The capture, analysis, and reporting of Project performance, usually as compared to plan.
National Master Specification	The standard framework used for writing construction project specifications for this Contract.



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Project	All Services and work required to fulfill the Services described in the Contract.
Project Team	The combined private sector and government sector teams responsible for delivering the Project including the Design Team, the Construction Manager, the NCC Representative, and the Clients'/Users' (NCC's) representatives.
Site, or Place of the Work	Means the designated site or location of the work identified in the Contract documents or by the Departmental Representative.
Specifications	Are that portion of the Construction Documents consisting the written technical requirements and standards for the Work of the Contract as prepared by the Consultant or Construction Manager, as applicable.
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.

15.2 APPENDIX II - ACRONYMS

ACPDR	Advisory Committee on Planning, Design and Realty
ASHRAE	American Society of Heating, Refrigeration and Air-conditioning Engineers
BXP	BIM Execution Plan
CADD	Computer-aided Design and drafting
CaGBC	Canada Green Building Council
CEAA	Canadian Environmental Assessment Act 2012
CGSB	Canadian General Standards Board
CIQS	Canadian Institute of Quantity Surveyors
CM	Construction Manager
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
ECCC	Environment and Climate Change Canada
ECMP	Environmental Compliance Management Program
EMCS	Electronic Monitoring and Control System
FC	Field Clarification
FHBRO	Federal Heritage Buildings Review Office
FF&E	Furniture, Fixtures, and Equipment
FHBC	Federal Heritage Building Committee
FLUDTA	Federal Land Use, Design, and Transaction Approval
HVAC	Heating, Ventilation, and Air Conditioning system
IFC	Industry Foundation Class
IM / IT	Information Management / Information Technology
LCC	Life Cycle Costing
MM	Multimedia
NBCC	National Building Code of Canada 2020
NCC	National Capital Commission
NCCR	NCC Representative
NCR	National Capital Region
NMS	National Master Specification
OFC	Operational and Functional Component
OWS	Operator Work Station
RFI	Request for Information
SD	Schematic Design
SLS	Serviceability Limit State
TSSA	Technical Standards and Safety Authority
WHMIS	Workplace Hazardous Materials Information System
ZCB	Zero Carbon Building (Standard)



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ZNE	Zero Net Energy (buildings)
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15.3 APPENDIX III – DELIVERABLES SUMMARY

The following table summarizes the Design Team’s deliverables. In case of conflict or future amendment of this Contract, the requirements of each Project Brief section and sub-section will prevail over the following summary.

	Deliverable	Timeline
ADMINISTRATION AND DESIGN SERVICES	Project Meetings; agenda, notice to invitees, minutes, database	As described in section 7
	Design Meetings; agenda, notice to invitees, minutes, database	As described in section 7
	Submission Presentations	Required at 33%, 66%, and 100% DD, as required during Project implementation
	Design Workshops	As described in section 7
SCHEMATIC DESIGN REVIEW	Schematic Design Package	50% and 100% unless otherwise indicated
	Response to Schematic Design Package	Within 10 Working days to all the submission comments
	Class C Cost Estimate	Within 10 working days of 100% SD submission, or as agreed with the NCCR
DESIGN DEVELOPMENT SERVICES	Design Development Packages	33%, 66%, and 100% unless otherwise indicated
	Response to Design Development Package	Within 10 working days to all the submission comments
	FHBC Presentation	33% DD, or as required
	Board Presentation	33% DD, or as required
	ACPDR Presentation	66% DD, or as required
	Class B Cost Estimate	Within 10 working days of 66% DD submission, or as agreed with the NCCR
	Class A Cost Estimate	Within 10 working days of 99% DD submission, or as agreed with the NCCR
	Building Permit Submission	After 100% DD approval, timeline as agreed with NCCR and CM

	Deliverable	Timeline
DESIGN PACKAGE SERVICES	Design Package submissions	As agreed with NCCR and CM, unless otherwise indicated
	ZCB-Design submission and Certification	Timing as agreed with NCCR and coordinated with the CaGBC
	Class A Estimate	Timing as agreed with the NCCR
TENDERING SERVICES	Input to pre-qualification criteria	Extent and timing as agreed with NCCR and CM
	Respond to bidder questions, record of inquiries	Within two days of question, or as agreed by the NCCR
	Evaluation of tenders	Extent and timing as agreed with NCCR and CM
	Issued-for-Construction Drawings and Specifications, per DP	Within five working days of the issuance of the last addendum
SITE SERVICES	Responding to all RFIs or submittals	Within 5 working days, but never longer than 10 working days
	Provide quotation review and recommendations for changes	Within 2 working days of receipt
	Review and recommend to the NCCR for payment the CM's invoices and progress payment	Within 2 working days of receipt
	Deficiency inspection	Inspection prior to concealment or within five days of repair completion
	Record Documents based on CM as-built documents	Timing as agreed with NCCR and CM
	Post construction warranty review	One year after construction
	Delivery of Zero-Carbon Design + Performance Certificate	1 year post occupancy testing and verification
	Post-construction evaluation and lessons learned reports.	Timing as agreed with NCCR and CM

END OF PROJECT BRIEF



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Appendix B

Submission Requirements and Evaluation

ARCHITECTURAL SERVICES

for the

NCC Workplace Modernization – Lisgar Offices

SOLICITATION NUMBER: ES038



NCC Workplace Modernization – Lisgar Road Offices– Architectural Services

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SUBMISSION REQUIREMENTS and EVALUATION (SRE)

SRE 1 PROPOSAL REQUIREMENTS

1.1 Submission of Proposals

Proponents are to submit Proposals by email to Bids-Soumissions@ncc-ccn.ca as per specified below:

- Email #1 – Technical Proposal as per article 1.2.1
- Email #2 – Financial Proposal (Appendix C – Price Proposal Form)

1.2 Format of Proposals

1.2.1 Technical Proposal

1. The use the following format when preparing the technical Proposal:
 - a. Paper size should be 216mm x 279mm (8.5" x 11");
 - b. Minimum font size should be 11 points or greater;
 - c. Minimum left, right, top, and bottom margins should be 12 mm;
 - d. 279mm x 432 mm (11" x 17") format sheets for spreadsheets, organization charts etc. will be counted as two pages; and
 - e. The order of the Proposal should follow the order established in the SRE 5 – RATED REQUIREMENTS section;
2. The maximum number of pages (including text and graphics) to be submitted for each rated requirement is indicated within each SRE criterion description. Where a maximum page limit applies, all pages in excess of the indicated limit will not be evaluated; and
3. Other Proposal documents including cover letter, table of contents/index, section dividers not containing technical information, licencing and certification documents, Proponent team identification documents, the declaration and acceptance form, and signed front-page of the RFP solicitation are not part of the Proposal page limitation. Client reference letters may be appended to the proposal.
4. The NCC may, but will not have the obligation to contact client references representatives to validate the information provided in this proposal. In the event of any discrepancy between the information provided by the Proponent and the information provided by the client reference(s), the NCC will give the consultant the opportunity to clarify any such discrepancy(ies).

1.2.2 Price Proposal

Submit a duly completed and signed APPENDIX C – PRICE PROPOSAL FORM as prescribed in SRE by email as mentioned at section 1.1 Submission of Proposals.



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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.
- 2.2. Technical Proposals (e-mail #1) meeting the requirements of paragraph 2.1 of SRE 2 - BASIS OF SELECTION will be evaluated as follows:

Rated Technical Criterion	Evaluation Scale	Weight Factor	Rating	Available Points
5.1	Project Experience and Achievements of the Proponent	2.0	0 - 10	20
5.2	<u>Project Experience and Achievements of Key Sub-Consultants:</u>			
	Sustainable Design / Energy Modeling Consultant	0.7	0 - 10	7
	Mechanical Engineer	0.5	0 - 10	5
	Structural Engineer	0.5	0 - 10	5
	Electrical Engineer	0.5	0 - 10	5
	Landscape Architect	0.7	0 - 10	7
	Civil Engineer	0.3	0 - 10	3
5.3	Experience and Achievements of Key Personnel	2.5	0 - 10	25
5.4	Understanding of the Project	1.0	0 - 10	10
5.5	Process and Methodology of the Proponent	1.3	0 - 10	13
TECHNICAL RATING (100 points)				100
TOTAL TECHNICAL SCORE (total technical rating x 0.7)				Total Technical Rating Prorated on 70



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- 2.3. To be considered further, proponents must achieve a minimum Technical Rating of seventy (70) points out of the one hundred (100) points specified in paragraph 2.2 of SRE 2 - BASIS OF SELECTION. No further consideration will be given to Proponents not achieving the minimum of 70 points;
- 2.4. The Proponent’s Total Technical Rating is multiplied by the percentage to establish the Technical Score, as indicated in paragraph 3.1) of SRE 3 - CALCULATION OF TOTAL BEST VALUE SCORE.
- 2.5. All Price Proposals (email #2) corresponding to responsive Proposals which meet the requirements of paragraph 2.3 of SRE 2 - BASIS OF SELECTION, having achieved the minimum number of points required, will be considered.
- 2.6. Price Rating will be determined by proration method of the bid price against the **lowest price** of compliant Proposals. The following methodology will be used to calculate price score:

$$\text{Price Rating} = \frac{\text{Lowest bid price}}{\text{Bid price}} \times 30$$

SRE 3 CALCULATION OF TOTAL BEST VALUE SCORE

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

Total Technical Rating	=	Technical Score (out of 70 Points)
<u>+Total Price Rating</u>	=	<u>Price Score (out of 30 Points)</u>
Total Best Value Score	=	Out of 100 Points

3.2 The Proponent receiving the highest Total Best Value Score is the entity that the NCC evaluation team will recommend for the provision of services. In the case of a tie of the highest Best Value Score, the Proponent with the higher Technical Score will be selected. In the case of a tie of the highest Total Best Value Score where two or more bids have tied in both the technical and the pricing criteria, the NCC reserves the right, but not the obligation, to choose the lowest price bidder in that event.

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



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The Proponent shall practice Architecture as their main business, and members of the Proponent’s team must be licensed, certified and/or authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of Ontario.

4.2 Proponent Team Identification

The Proponent Team to be identified must include the following (see SRE ANNEX A - TEAM IDENTIFICATION, one individual per discipline must be identified):

Proponent (Prime Consultant)

- Architect

Key Sub-Consultants

- Sustainable Design / Energy Modeling Consultant;
- Mechanical Engineer;
- Structural Engineer;
- Electrical Engineer;
- Landscape Architect; and
- Civil Engineer.

Other Consultants / Specialists

- Environmental engineer;
- Photovoltaic designer;
- Security Specialist;
- Heritage masonry specialist;
- Building envelope specialist;
- Building code specialist;
- Cost Consulting (Third party);
- Interior Design; and
- Door Hardware.

If the Proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required includes the name of firm, Key Individuals and other personnel to be assigned to the project. For the prime consultant, indicate current license and/or how you intend to meet the provincial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture. An example of an acceptable format (typical) for submission of the team identification information is provided in SRE Annex A.

The Design Team must be available to attend site meetings or respond to inquiries within one-half working Day, or within a timeframe agreeable to the NCCR, therefore **the Proponent and Key Sub-Consultants are**



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required to have a local office, or local representative and be able to visit the site as required. The address of the local firm or local representative shall be provided in SRE Annex A. If a local representative is providing services on behalf of the Proponent or Key Sub-Consultants, that arrangement should be identified.

SRE 5 RATED REQUIREMENTS

5.1 Project Experience and Achievements of the Proponent

1. The Proponent should submit a maximum of three projects, one of which should be a representative heritage project, one of which should be representative of sustainable design, and one of which should be representative of heritage and sustainability to substantiate their experience and achievements by providing the information as it pertains to each criterion listed below on a **maximum of two pages per project**. Each project will be evaluated separately and contribute equally towards a total of 20 points.
2. In this context, a representative sustainable design project means a project designed and constructed to meet a high-level of energy performance and have achieved sustainable design excellence by certification through a performance based sustainable design standard.
 - Examples of acceptable performance based sustainable design standards include the Zero Carbon Building Standard, the Passive House Institute Standard, the Passive House Institute US standard, the Living Building Challenge standard, or a Net Zero Energy building.
 - One of the two representative sustainable design projects may be to a prescriptive sustainable design standard such as LEED Platinum. Performance based standards will score higher over prescriptive sustainable design standards, as these certifications are more closely aligned to this project’s scope and design process.
3. In this context, a representative heritage project is a project located on a heritage site or the restoration, renovation, rehabilitation, adaptive re-use or addition to a heritage designated building.
4. Each of the three representative projects should:
 - Have a minimum construction cost of \$750,000; and
 - Be completed within the last 10 years or, for a project underway, have completed tender documents. At least two of the three projects must be completed.

Only the first three projects will receive consideration and any others will receive none as though not included.
5. The Proponent should possess direct knowledge of and experience on the submitted projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture (JV) Proponent. Proponents should indicate those representative projects which were carried out in JV and the responsibilities of



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each of the involved JV entities and the percentage of the responsibilities of each JV entity. Joint Venture (JV) submissions are not to exceed the maximum number of projects. Experience of each joint venture entity must be represented in at least one of the three proponent projects.

6. Information that should be supplied for each representative project includes:

- Clearly indicate the following project information:
 - i. Project title, location, program type, size (m²),
 - ii. Design timeline, construction timeline and occupancy date;
 - iii. Extent of involvement (services provided by project stage)
 - iv. Project delivery method;
 - v. Initial and Final/Current construction cost (excluding taxes);
 - vi. Applicable Sustainable Design Certification;
 - vii. Heritage designation (for representative heritage project);
 - viii. Project team members who are also on the proposed NCC Workplace Modernization – Lisgar Road Offices team;
- Describe the overall concept with a clear description of the design intent;
- Describe the work performed by the proponent on the project;
- For the representative sustainable design projects, describe the design approach and methods and strategies to achieving performance targets and certification;
- For the representative heritage projects, outline the Heritage conservation approach taken and relevance to this project in terms of design approach and approvals processes;
- Approach to integration of structural and building services outlining the resolution and integration of systems, including programmatic challenges and opportunities which resulted in cohesive and seamless building solutions;
- Approval process(es), preferably with or similar to the NCC approval process;
- Approach to working with the Contractor, preferably a Construction Manager;
- Explanation of any variances between the initial estimate of construction and the final construction cost. In the case of a project underway, initial construction estimate, current expenditures to date, and forecast at completion;
- Detailed explanation of any variances between the original project schedule and the date of completion, and the actual completion date. In the case of a project underway, original project schedule, current status and forecasted completion date and explanation of any variances;
- Graphic depictions including both photographic images and schematic illustrations;
- Awards for innovation, design quality, energy efficiency, etc. and
- Client reference having a direct knowledge of project – name, title, company name and phone number of client contact at working level.

5.2 Project Experience and Expertise of Key Sub-Consultants



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1. The Proponent should submit two representative projects for the key sub-consultants listed to substantiate their experience and expertise by providing the information as it pertains to each criterion listed below on a maximum of **one page per project**. Representative projects are not required to be unique if more than one sub-consultant worked on it. Each project will be evaluated separately according to the available points as indicated in SRE 2 Basis of Selection, table 2.2.
2. Key sub-consultants noted below should provide representative projects:
 - a. Sustainable Design / Energy Modeling Consultant;
 - b. Mechanical Engineer;
 - c. Structural Engineer;
 - d. Electrical Engineer;
 - e. Landscape Architect; and
 - f. Civil Engineer.
3. Each of the two key sub-consultant representative projects must:
 - a. Have a minimum global construction cost of \$500,000; and
 - b. Be completed within the last 10 years.

Only the first two projects per key sub-consultant will receive consideration and any others will receive none as though not included.
4. Sustainable Design / Energy Modeling Consultant representative projects should be designed and constructed to meet a high-level of energy performance and have achieved sustainable design excellence by certification through a performance based sustainable design standard. Examples which address the particular challenges of high level energy performance in heritage buildings will be scored highly.
 - Examples of acceptable performance based sustainable design standards include the Zero Carbon Building Standard, the Passive House Institute Standard, the Passive House Institute US standard, the Living Building Challenge standard, or a Net Zero Energy building.
5. Mechanical Engineering representative projects should be designed and constructed to meet a high-level of energy performance and have achieved sustainable design excellence by certification through a performance based sustainable design standard.
 - Examples of acceptable performance based sustainable design standards include the Zero Carbon Building Standard, the Passive House Institute Standard, the Passive House Institute US standard, the Living Building Challenge standard, or a Net Zero Energy building.
6. Structural Engineering and Electrical Engineering representative projects should be designed and certified to one of the following sustainable design standards such as Zero Carbon Building Standard, Passive House, Living Building Challenge or LEED Platinum.



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7. Landscape Architecture representative projects should demonstrate the following: heritage sensitivity; complex, restrained and appropriate hardscape together with suitable planting design for historic landscapes; seamless universally accessible design particularly as it relates to building entries, vegetation protection of mature trees, and Low Impact Development/stormwater best practices (e.g. bioswales, permeable pavements). Projects must also demonstrate experience with plant material that is suitable for the project site. Projects which incorporate sustainable design best practices, green roofs, historic interpretation/heritage design, as well as contaminated soil remediation will score higher.
8. Civil Engineering representative projects should demonstrate water budget/water balance including runoff volume control through application of Low Impact Development (LID) stormwater management design such as permeable pavement.
9. The sub-consultant should possess direct knowledge of and experience on the submitted projects. Past project experience from entities other than the sub-consultant will not be considered.
10. Information that should be supplied for each key sub-consultant's representative project includes:
 - a. A clear indication of how the representative project is comparable/relevant to this project;
 - b. Project title, location, program, scale, year started and year completed, overall construction cost and discipline construction cost, extent of involvement (services provided by stage), and project delivery method - preferably construction management;
 - c. Project description, intent and complexity. Narratives should include, as applicable, a discussion of the sustainable design approach or heritage landscape approach to meet the intent of the representative project, design challenges and resolutions, and if there were claims related to the project design or implementation;
 - d. Client reference having a direct knowledge of project – name, title, company name and phone number of client contact at working level.
 - e. Names of personnel responsible for project design and delivery and brief description of their role(s) and responsibility(ies) on the representative project; and
 - f. Awards received.

5.3 Key Personnel Experience and Expertise

1. The Proponent should submit summary resumes for the Key Personnel identified by the Proponent by name, title, and the information as it pertains to each criterion listed below.
2. The Proponent should substantiate the experience and expertise of the following Key Personnel listed below and to be assigned to perform the services in the resulting contract.
 - a. **Summary résumés no longer than 2 pages:**
 - i. Lead Design Architect; and
 - ii. Sustainable Design/Energy Modelling Consultant; and



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- iii. Landscape Architect
- b. **Summary résumés no longer than 1 page:**
 - i. Back-Up Lead Design Architect;
 - ii. Principal Architect (with contractual signing authority);
 - iii. Back-Up Sustainable Design/Energy Modelling Consultant;
 - iv. Mechanical Engineer;
 - v. Back-Up Mechanical Engineer;
 - vi. Structural Engineer;
 - vii. Electrical Engineer;
 - viii. Back-Up Landscape Architect; and
 - ix. Civil Engineer
- 3. If multiple functions are proposed to be performed by one person, it should be identified here.
- 4. Key personnel listed above should have at least 8 years of professional experience in their field of expertise.
- 5. Information that should be clearly supplied for each individual:
 - a. Individuals name, title and role on the project;
 - b. Professional accreditation details (province, year, status, etc.);
 - c. Years of professional experience and years with the consultant;
 - d. Sustainable design project experience;
 - e. Heritage design project experience;
 - f. A demonstration of roles, responsibilities and degree of involvement of individual on past projects;
 - g. A description of expertise and years of experience in the proposed role; and
 - h. Special accomplishments, achievements, publications, or awards.

5.4 Understanding of the Project

- 1. The Proponent should demonstrate in a maximum of **four pages** their understanding of the project intent and the issues that will affect the design and delivery of the project in this RFP.
- 2. Information that should be supplied includes:
 - a. Understanding of the required services, contract deliverables and their timing;
 - b. Understanding of the project vision and design priorities;
 - c. Understanding of Zero Carbon Building Design and heritage implementation challenges;
 - d. Understanding of significant issues, challenges, and constraints; and
 - e. Understanding of the implementation strategy and interaction with the NCC.

5.5 Process and Methodology of the Proponent

- 1. The Proponent should provide information as it pertains to each criterion listed below, in a maximum of **six pages**. Explain how the Proponent would foster an integrated and seamless



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implementation strategy and describe the processes and methodologies they would apply to the project.

2. Information that should be supplied includes the Proponent’s processes and methodologies for:
 - a. Team structure and organization, including organization charts and how positions interact/relate to other members of the Project Team(s) and stakeholders. Include identification of back-up team members by name for each key personnel role. If a joint venture submission, include description of the joint venture relationship, level of effort and responsibilities for each entity;
 - b. Confirmation of local office or representative and commitment to onsite response times;
 - c. The roles and responsibilities of the Consultant’s team resources and each resource from Design Team members, including expected resourcing levels per area of expertise in the form of a Work breakdown structure including project milestones and phases;
 - d. Milestone schedule;
 - e. Approach to document management, coordination, and design prioritization/production in response to program, CM requirements and Zero Carbon Building; and
 - f. Approach to risk management, time management, cost management and quality management.

5.6 Evaluation Grid

The NCC evaluation board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria detailed within SRE 5.1 through SRE 5.5 using the rating scale in the following table. The overall quality of the bidder’s technical proposal in terms of written and graphic clarity in responding to rated requirements will also inform the committee’s evaluation.

NON-RESPONSIVE 0	INADEQUATE 2	WEAK 4	AVERAGE 6	GOOD 8	STRONG 10
The following evaluations apply to evaluation of Project Experience and Expertise, outlined in SRE 5.1 and 5.2. Each required project submitted will be evaluated, with point allocation based on an average of all projects for each criterion.					
<ul style="list-style-type: none"> •Did not submit information •Project outside time limit. 	<ul style="list-style-type: none"> •Bidder lacks qualifications and experience. •Representative projects generally not related to this project’s needs. 	<ul style="list-style-type: none"> •Bidder does not have the minimum qualifications and experience. •Representative projects marginally related to this project’s needs. 	<ul style="list-style-type: none"> •Bidder has minimum qualifications and experience. •Representative projects somewhat related to this project’s needs. 	<ul style="list-style-type: none"> •Bidder is reasonably qualified and experienced. • Representative projects closely related to this project’s needs. 	<ul style="list-style-type: none"> •Bidder is highly qualified and experienced. •Representative projects directly related to this project’s needs.
The following evaluations apply to SRE 5.3 Team Experience and Expertise and SRE 5.5 Process and Methodology of the Proponent					



NCC Workplace Modernization – Lisgar Road Offices– Architectural Services

Appendix B: Submission Requirements and Evaluation

Solicitation Number: ES038

<ul style="list-style-type: none"> •Did not submit information 	<ul style="list-style-type: none"> •Team members lack qualifications and experience. •Team is doubtful to meet requirements. •Little management capability to meet performance requirements. •Poor response to Process and Methodology demonstrating lack of understanding of the needs of this project. 	<ul style="list-style-type: none"> •Team members do not have minimum qualifications and experience. •Team does not cover all components or overall experience is weak •Below acceptable management capability, adequate performance is unlikely. •Process and Methodology of bidder unsatisfactory, demonstrating partial understanding of the needs of this project. 	<ul style="list-style-type: none"> •Team members meet qualification and experience requirements. •Team just capable of filling minimum components with adequate experience and may meet requirements. •Minimum management capability, adequate performance may be possible. •Process and Methodology of bidder demonstrates a minimum response and understanding required to meet the needs of this project. 	<ul style="list-style-type: none"> •Team members are well qualified, and their experience is closely related to this project’s needs. •Good team – some members have previously worked together and are likely to meet requirements. •Good management capability, effective performance is likely. •Process and Methodology of bidder well developed and demonstrative of a good understanding of the needs of this project. 	<ul style="list-style-type: none"> •Team members are highly qualified, and their experience is directly related to this project’s needs. •Strong team – many members have worked together on comparable projects and are very likely to meet requirements. •Strong management capability should provide very effective results. •Process and Methodology of bidder highly developed and demonstrating a strong understanding of this project’s needs.
<p>The following evaluations apply to SRE 5.4 Understanding of the Project</p>					
<ul style="list-style-type: none"> •Did not submit information 	<ul style="list-style-type: none"> •Substantially below the desired minimum understanding. 	<ul style="list-style-type: none"> •Fails to meet the desired minimum understanding. 	<ul style="list-style-type: none"> •Just meets a minimal understanding. 	<ul style="list-style-type: none"> •Has a good understanding. 	<ul style="list-style-type: none"> •Has a strong understanding.



NCC Workplace Modernization – Lisgar Road Offices– Architectural Services

Appendix B: Submission Requirements and Evaluation

Solicitation Number: ES038

SRE ANNEX A - TEAM IDENTIFICATION

The Proponent shall practice Architecture as their main business, and members of the Proponent’s team must be licensed, certified and/or authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of Ontario.

1. Prime Consultant (Proponent – Architect):

Firm or Joint Venture Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

2. Back-Up Lead Design Architect:

Firm or Joint Venture Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

Key Sub Consultants / Specialists:

3. Sustainable Design/Energy Modelling Consultant

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:



NCC Workplace Modernization – Lisgar Road Offices– Architectural Services

Appendix B: Submission Requirements and Evaluation

Solicitation Number: ES038

4. Back-Up Sustainable Design/Energy Modelling Consultant:

Firm or Joint Venture Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

5. Mechanical Engineer

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

6. Back-up Mechanical Engineer

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:



NCC Workplace Modernization – Lisgar Road Offices– Architectural Services

Appendix B: Submission Requirements and Evaluation

Solicitation Number: ES038

7. Structural Engineer:

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

8. Electrical Engineer

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

9. Landscape Architect

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:



NCC Workplace Modernization – Lisgar Road Offices– Architectural Services

Appendix B: Submission Requirements and Evaluation

Solicitation Number: ES038

10. Back-up Landscape Architect

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

11. Civil Engineer

Firm Name: _____

Local Address: _____

Key Personnel and provincial professional licensing status and/or professional accreditation:

Appendix C

Price Proposal Form

ARCHITECTURAL SERVICES

for the

NCC Workplace Modernization – Lisgar Road Offices

SOLICITATION NUMBER: ES038



NCC Workplace Modernization – Lisgar Road Offices

Appendix C: Price Proposal Form

Solicitation Number: ES038

CONTENT

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1.5	DISBURSEMENTS.....	8

1 INSTRUCTIONS

1. Proponents must complete and submit this Price Proposal Form by email as mentioned at Appendix B – Submission Requirements and Evaluation, Article 1.1 Submission of Proposals and Article 1.2.2 Price Proposal by the Bid Closing prescribed on the first page of the RFP or as amended by addenda.
2. Failure to insert an appropriate section 1.1 FIXED FEE and an all-inclusive hourly rate for each resource in section 1.2 TIME-BASED FEE will render the Proponent's Price Proposal non-responsive.
3. The Proponent must complete and sign the section 1.4 - Declaration. Failure to do so will render the Proponent's Price Proposal non-responsive.
4. Proponents shall not alter this form except to identify themselves, complete their proposed fees, and establish the section 1.3 - Total Evaluated Price. Removing, adding, or altering the wording in this Price Proposal Form will render the Proponent's Price Proposal non-responsive.
5. Any condition or qualification placed upon the Proposal will render the Proponent's Proposal non-responsive.
6. In the case of a calculation error, the individual fixed fee or all-inclusive-hourly-rate per resource shall prevail and be used by the NCC to determine the Proponent's section 1.3 - Total Evaluated Price.
7. Include in the fixed fees and all-inclusive hourly rates the following:
 - 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 Consultant;
 - 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 Board, Commission de la santé et de la sécurité du travail or, as applicable, similar provincially imposed premiums;
 - iv. Commercial General Liability, Professional Liability, additional Public Liability and Property Damage, and other insurance premiums; and
 - v. Health tax or insurance premiums;
 - e. Incentive remuneration/profit sharing;
 - f. Sick pay;
 - g. Computers, printers, plotters and related peripheral devices;
 - h. Standard and Building Information Modelling computer software;



NCC Workplace Modernization – Lisgar Road Offices

Appendix C: Price Proposal Form

Solicitation Number: ES038

-
- i. Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
 - j. Stationery / miscellaneous offices supplies;
 - k. E-mail addresses / servers;
 - l. Short-term disability / parental or maternity leave;
 - m. Training costs;
 - n. Professional associations;
 - o. Travel/lodging; Travel and travel related expenses to and from and within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - i. travel time;
 - ii. travel fare;
 - iii. mileage;
 - iv. parking fees;
 - v. lodging;
 - vi. meals; and
 - vii. taxi charges;
 - p. Site parking or arrangements in lieu thereof;
 - q. Local and head office overheads;
 - r. Reproduction and delivery costs of drawings, CADD and Building Information Modelling files, specifications and other technical documentation specified in the Project Brief;
 - s. Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members' offices;
 - t. Courier and delivery charges for deliverables specified in the Project Brief;
 - u. Presentation materials;
 - v. Rental of office space; and
 - w. Profit.

Solicitation Identification: NCC Workplace Modernization – Lisgar Road Offices

Name of Proponent: _____

The following sections 1.1, 1.2, 1.3 and 1.4 will form part of the evaluation process

1.1 FIXED FEES

REQUIRED SERVICES including all related costs, services and deliverables to complete the services as specified in the Project Brief (PB) and in the RFP documents:

SERVICES		FIXED FEE
PB Section 7	Administration and Design Management Services	\$.....(1)
PB Section 8	Pre-Design Services	\$.....(2)
PB Section 9	Schematic Design Services	\$.....(3)
PB Section 10	Design Development Services	\$.....(4)
PB Section 11	Design Package Services (Tender Packages)	\$.....(5)
PB Section 12	Tendering Services	\$.....(6)
PB Section 13	Site Services	\$.....(7)
PB Section 14	Post Construction Services	\$.....(8)
	Disbursements allowance	\$.....35,000.00 (9)

MAXIMUM FIXED FEES (sum of fixed fee (1)+(2)+(3)+(4)+(5)+(6)+(7)+(8)+(9)) \$.....(10)



NCC Workplace Modernization – Lisgar Road Offices

Appendix C: Price Proposal Form

Solicitation Number: ES038

1.2 TIME BASED FEES

In accordance with item 5.16 Terms of Payment of a resulting contract, the Consultant will be compensated for additional unforeseen work based on the All-Inclusive Hourly Rates proposed in the following table.

Discipline	Category of Resources / Level	All -Inclusive Hourly Rate
<u>General Architecture</u>	Senior Architect(s)	\$
	Intermediate Architect(s)	\$
	Junior Architect(s)	\$
	Senior Technologist	\$
	Intermediate Technologist	\$
	Junior Technologist	\$
<u>Landscape Architecture</u>	Senior Architect	\$
	Intermediate Architect	\$
	Junior Architect	\$
	Senior Technologist	\$
	Intermediate Technologist	\$
	Junior Technologist	\$
<u>Civil Engineer</u>	Senior Engineer	\$
	Intermediate Engineer	\$
	Junior Engineer	\$
	Senior Technologist	\$
	Intermediate Technologist	\$
	Junior Technologist	\$
<u>Structural Engineer</u>	Senior Engineer	\$
	Intermediate Engineer	\$
	Junior Engineer	\$
	Senior Technologist	\$
	Intermediate Technologist	\$
	Junior Technologist	\$
<u>Mechanical Engineer</u>	Senior Engineer	\$
	Intermediate Engineer	\$
	Junior Engineer	\$
	Senior Technologist	\$
	Intermediate Technologist	\$
	Junior Technologist	\$

Discipline	Category of Resources / Level	All -Inclusive Hourly Rate
<u>Electrical Engineer</u>	Senior Engineer	\$
	Intermediate Engineer	\$
	Junior Engineer	\$
	Senior Technologist	\$
	Intermediate Technologist	\$
	Junior Technologist	\$
<u>Sustainable Design/Energy Modelling Consultant</u>	Senior Specialist	\$
	Intermediate Specialist	\$
	Junior Specialist	\$
Sum of above All-Inclusive Hourly Rates		\$.....(11)
Evaluation Hours		X 10 hours
TOTAL TIME-BASED FEE FOR EVALUATION PURPOSES (sum of above rates (11) multiplied by evaluation hours)		\$.....(12)
<p>Notes:</p> <ol style="list-style-type: none"> 1. Payment will be based on actual hours spent. Travel time and/or expenses will not be reimbursed separately. 2. All inclusive hourly rate is applicable to both normal working hours and any other shift work as required. 3. The evaluated fee is for evaluation purposes only and has no bearing on the NCC's liability to the Consultant. 4. Should the need arise during the period of the Contract to add additional services, the firm hourly rates in the table above shall apply. <p>The rate for a junior personnel must not exceed the rate of an intermediate personnel and both rates must not exceed the rate of a senior personnel. All three rates must not exceed the rates of Key Personnel.</p>		



NCC Workplace Modernization – Lisgar Road Offices

Appendix C: Price Proposal Form

Solicitation Number: ES038

1.3 TOTAL EVALUATED PRICE

The Proponent’s TOTAL EVALUATED PRICE for evaluation by the NCC is:

MAXIMUM FIXED FEES	\$.....(10)
TOTAL TIME-BASED FEE FOR EVALUATION PURPOSES	\$.....(12)
TOTAL EVALUATED PRICE (fee (10) + fee (12))	\$.....(13)

1.4 DECLARATION

I, the undersigned, being a principal of the Proponent, confirm that all the pricing elements prescribed in this APPENDIX C – PRICE PROPOSAL FORM were properly and completed considered in establishing the 1.3 – TOTAL EVALUATED PRICE for the Services required for the Project.

 Name and signature*

 Title

*add/remove lines as necessary

1.5 DISBURSEMENTS

The following will not form part of the evaluation process.

In accordance with item 5.16 Terms of Payment of a resulting contract, disbursements will be reimbursed at cost without allowance for mark-up or profit, supported by invoices/receipts, when pre-approved by the NCC Representative:

Reproduction and related costs additional to that specified in the Project Brief	\$10,000
Translation (English and French)	\$15,000
Other Disbursements (material testing, specialized studies, etc.)	\$10,000
MAXIMUM AMOUNT FOR DISBURSEMENTS	\$35,000

END OF PRICE PROPOSAL FORM



APPENDIX D: BIDDER'S CHECKLIST

#	REQUIREMENT / TASK / INSERTION within Bidder's Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement
1	Complete and sign the NCC's Title Page (Page 1) and submit it with your Technical Bid.	<input type="checkbox"/>
2	Ensure that your Technical Bid does not contain a copy of your Financial Bid.	<input type="checkbox"/>
3	Ensure that the Technical and Financial Bids are submitted by email as per item 1.1 of Appendix B Submission Requirements and Evaluation	<input type="checkbox"/>
4	Ensure that your Bid addresses all the points outlined in Appendix B Submission Requirements and Evaluation	<input type="checkbox"/>
5	Complete and insert SRE ANNEX A – TEAM IDENTIFICATION (found at Appendix B – Submission Requirements and Evaluation) to your Technical Proposal	<input type="checkbox"/>
6	Complete and sign APPENDIX C – PRICE PROPOSAL FORM	<input type="checkbox"/>
7	Complete and insert Annex A – Certificate of Insurance	<input type="checkbox"/>
8	Ensure that you have read and will abide by the NCC Code of Conduct (see 5.9 of the Resulting Contract Clauses)	<input type="checkbox"/>



- 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 :				
<ul style="list-style-type: none"> • The National Capital Commission and Standards Council of Canada / La Commission de la capitale nationale et Le Conseil canadien des normes 				
<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. 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				
Umbrella / Excess Insurance Responsabilité complémentaire / excédentaire				
Other (list) / Autre (énumérer)				
<p>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.</p>		<p>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.</p>		
<p>_____ Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée</p>			<p>_____ Telephone number / Numéro de téléphone</p>	
<p>_____ Signature</p>			<p>_____ Date</p>	



**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION FORM**

PROTECTED (when completed)		ANNEX B
OFFICE USE ONLY		
Reference number	Department / Organization number	File number

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions.
Please typewrite or print in block letters.

A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Department / Agency / Organization Official)

New
 Update
 Upgrade
 Transfer
 Supplemental
 Re-activation

The requested level of reliability/security checks(s)

Reliability Status
 Level I (CONFIDENTIAL)
 Level II (SECRET)
 Level III (TOP SECRET)

Other _____

PARTICULARS OF APPOINTMENT / ASSIGNMENT / CONTRACT

Indeterminate
 Term
 Contract
 Industry
 Other (specify secondment, assignment, etc.)

Justification of security screening requirement

Position / Competition / Contract number	Title	Group / Level (Rank if applicable)	
Employee ID number / PRI / Rank and Service number (if applicable)	It term or contract, indicate duration period	From	To
Name and address of department / organization / agency	Name of official	Telephone number	Facsimile number

B BIOGRAPHICAL INFORMATION (To be completed by the applicant)

Surname (Last name)	Full given names (no initials) underline or circle usual name used	Family name at birth
All other names used (i.e. Nickname)	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y M D
	Country of birth	Date of entry into Canada, if born outside Canada Y M D

RESIDENCE (provide addresses for the last five years, starting with the most current)

Home address

Daytime telephone number

E-mail address

1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To present
	City	Province or state		Postal Code	Country	Telephone number
2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To Y M
	City	Province or state		Postal Code	Country	Telephone number

Have you previously completed a Government of Canada security screening form? Yes No

If yes, give name of employer, level and year of screening. _____ Y

CRIMINAL CONVICTIONS IN AND OUTSIDE CANADA (see instructions)

Have you ever been convicted of a criminal offence for which you have not been granted a pardon? Yes No

If yes, give details, (charge(s), name of police force, city, province / state, country and date of conviction).

Charge(s)	Name of police force	City
Province / State	Country	Date of conviction Y M D



**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION
FORM**

ANNEX B
PROTECTED (when completed)

Surname and full given names		Date of birth		
		Y	M	D

C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Department / Agency / Organization Official)

Checks Required (See instructions)	Applicants initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				
2. <input type="checkbox"/> Criminal record check				
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				
4. <input type="checkbox"/> Loyalty (security assessment only)				
5. <input type="checkbox"/> Other (specify, see instructions)				

The Privacy Act Statement

The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the Government Security Policy (GSP) of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureau). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defense PIB DND/PPE 834 (Personnel Security Screening Investigation File), RCMP PIB CMP PPU 065 (Security Reliability Screening Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSCPPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, of the authorized security official.

Signature Date (Y/M/D)

D REVIEW (To be completed by the authorized Department / Agency / Organizational Official responsible for ensuring the completion of sections A, B and C)

Name and title	Telephone number
Address	Fax number

E APPROVAL (To be completed by authorized Departmental / Agency / Organizational Security Official (only))

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status

Approved Reliability Status Not Approved

Name and title

Signature Date (Y/M/D)

Security Clearance (if applicable)

Level I Level II Level III Not recommended

Name and title

Signature Date (Y/M/D)

Comments

PHOTO
(for Level III T.S.,
and/or upon request – see
instructions)



INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any porting is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Department / Agency / Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who are presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorized Form*, with the following parts completed:

Part A – As set forth in each question

Part B – As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA

Part C – Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NAT SIGINT etc.

2. Section B (Biographical Information)

To be completed by the *applicant*. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth – For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document for a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defense Act* are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

The age of majority is:

19 years in N.F.L.D., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;
18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initial box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified with Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified with Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental / Agency / Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental / Agency / Organizational Security Official refers to the individuals as determined by departments, agencies and organizations that my verify reliability information and/or approve/not approve reliability status and/or security clearance. Approve Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Certificate and Briefing Form (TBS/SCT 330-47)". **Note:** Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments / Agencies / Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35 mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.



New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS
AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

PART 'A' – IDENTIFICATION / PARTIE 'A' - IDENTIFICATION

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP		<input checked="" type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Address / Adresse		Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :
Postal code / Code postal		()	()

PART 'B' – STATUS OF SUPPLIER / PARTIE 'B' – STATUT DU FOURNISSEUR

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	SIN – mandatory for (1) & (2) / NAS – obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>	Business No. (BN) / N° de l'entreprise (NE)	
GST/HST / TPS et TVH		QST / TVQ (Québec)		
Number / Numéro : _____		Number / Numéro : _____		
Not registered / non inscrit <input type="checkbox"/>		Not registered / non inscrit <input type="checkbox"/>		
Type of contract / Genre de contrat				
Contract for services only / Contrat de services seulement <input type="checkbox"/>		Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>
Type of goods and/or services offered / Genre de biens et/ou services rendus :				

PART 'C' – FINANCIAL INSTITUTION / PARTIE 'C' – RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

Branch Number / N° de la succursale	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :	Address / Adresse :	Postal Code / Code postal :

PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT

E-mail address / Adresse courriel :

PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.
Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.

Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.
Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.

Name of authorized person / Nom de la personne autorisée _____ Title / Titre _____ Signature _____ Date _____

Telephone number of contact person / Numéro de téléphone de la personne ressource : ()

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).
Veuillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Mail or fax to: Procurement Assistant, Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7
Fax: (613) 239-5007

Poster ou télécopier à : Assistant à l'approvisionnement
Services de l'approvisionnement
Commission de la capitale nationale
40, rue Elgin, pièce 202
Ottawa (Ontario) K1P 1C7
Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT

Supplier Tax Information

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable and Receivable Officer – (613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.



Ownership of Intellectual and Other Property including Copyright

1. Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the Consultant, the Consultant's Sub-Consultants, or any other entity engaged by the Consultant in the performance of the Services;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the Services and all other Technical Output conceived, developed, produced or implemented as part of the Services;

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output"

means: (i) all information of a scientific, technical, or artistic nature relating to the Services, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Work; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Work; and (iii) operating and maintenance manuals prepared or collected for the Work; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Work. Technical Output does not include data concerned with the administration of the Contract by the NCC or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Contract.

2. Identification and Disclosure of Foreground

The Consultant shall:

- a. promptly report and fully disclose to the NCC all Foreground that could be Inventions, and shall report and fully disclose to the NCC all other Foreground not later than the time of completion of the Services or such earlier time as the NCC or the Contract may require, and
- b. for each disclosure referred to in (a), indicate the names of all Sub-Consultants at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the Consultant, the NCC shall have the right to examine all records and supporting data of the Consultant which the NCC reasonably decides is pertinent to the identification of the Foreground.



3. IP Rights Vest with Consultant

Subject to paragraphs 10 and 11, and without affecting any IP Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by the NCC for the purposes of the Contract, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the Consultant.

4. Ownership Rights in Deliverables

Notwithstanding the Consultant's ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, the NCC shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. License to Foreground

Without limiting any implied licenses that may otherwise vest in the NCC, and in consideration of the NCC's contribution to the cost of development of the Foreground, the Consultant hereby grants to the NCC a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the Consultant pursuant to paragraph 3, for the purpose of:

- a. the construction or implementation of any building, built works, structures and facilities, contemplated by the Work;
- b. the further development or alteration or evolution of any part of the constructed or implemented Work, including procurement of materials and components for this purpose;
- c. the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as the NCC may require for the purposes of the completion, utilization and subsequent evolution of the Work;
- d. the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Work, including the procurement of replacement materials and components required for any such purpose; and
- e. the publishing and transmission of reproductions of the Work or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The Consultant hereby grants to the NCC a non-exclusive, perpetual, worldwide, irrevocable licence to exercise all IP Rights that vest in the Consultant pursuant to paragraph 3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Work, and for any purpose set out in paragraph 5 as it relates to such other project. In the event that the NCC exercises such IP Rights in another project, and provided that the NCC does not already have equivalent rights under a previous contract or otherwise, the NCC agrees to pay to the Consultant reasonable compensation determined in accordance with current industry practice and having regard to the NCC's contribution to the cost of development of the Foreground. The Consultant shall ensure that in any sale, assignment, transfer or license of any of the IP Rights that vest in the Consultant under this Contract, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The Consultant shall also ensure that any such purchaser, assignee, transferee or licensee of the



IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. License to Background

Without limiting any implied licenses that may otherwise vest in the NCC, the Consultant hereby grants to the NCC a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the IP Rights in any Background incorporated into the Services or necessary for the performance of the Services as may be required:

- a. for the purposes contemplated in paragraphs 5 and 6;
- b. for disclosure to any contractor engaged by the NCC, or bidder for such a contract, to be used solely for a purpose set out in paragraph 5;
- c. and the Consultant agrees to make any such Background available to the NCC upon request.

8. NCC's Right to Disclose and Sub-license

The Consultant acknowledges that the NCC may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in paragraphs 5, 6 and 7. The Consultant agrees that the NCC's license in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by the NCC for the purpose of carrying out such a contract.

9. Consultant's Right to Grant License

- a. The Consultant represents and warrants that the Consultant has, or the Consultant shall obtain without delay, the right to grant to the NCC the license to exercise the IP Rights in the Foreground and the Background as required by the Contract.
- b. Where the IP Rights in any Background or Foreground are or will be owned by a Sub-Consultant, the Consultant shall either obtain a license from that Sub-Consultant that permits compliance with paragraphs 5 and 6 or shall arrange for the Sub-Consultant to convey directly to the NCC the same rights by execution of the form provided for that purpose by the NCC no later than the time of disclosure.

10. Trade Secrets and Confidential Information

The Consultant shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of this contract.

11. NCC Supplied Information

- a. Where performance of the Services involves the preparation of a compilation using information supplied by the NCC, then the IP Rights that shall vest under paragraph 3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by the NCC. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such NCC supplied information shall vest in the NCC. The Consultant agrees that the Consultant shall not use or disclose any NCC supplied information for any purpose other than completing the performance of the Services. The Consultant shall maintain the confidentiality of such information. Unless the Contract otherwise expressly provides, the Consultant shall deliver to the NCC all such information together with every copy, draft, working paper and note thereof that



contains such information upon the completion or termination of the Contract, or at such earlier time as the NCC may require.

- b. If the Consultant wishes to make use of any of the NCC supplied information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground, then the Consultant may make a written request for a license to exercise the required IP Rights in that NCC supplied information, to the NCC. The Consultant shall give the NCC an explanation as to why such a license is required. Should the NCC agree to grant such a license, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to the NCC.

12. Transfer of IP Rights

- a. If the NCC takes the Services out of the Consultant's hands in accordance with this Contract, in whole or in part, or if the Consultant fails to disclose any Foreground in accordance with paragraph 2, the NCC may upon reasonable notice, require the Consultant to convey to the NCC all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a Sub-Consultant. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a Sub-Consultant, the Consultant shall not be obligated to convey those IP Rights to the NCC, but shall pay to the NCC on demand an amount equal to the consideration which the Consultant received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or license fees.
- b. In the event of the issuance by the NCC of a notice referred to in (a), the Consultant shall, at the Consultant's own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as the NCC may require, and the Consultant shall, at the NCC's expense, afford the NCC all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- c. Until the Consultant completes the performance of the Services and discloses all of the Foreground in accordance with paragraph 2, the Consultant shall not, without the prior written permission of the NCC, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- d. In any sale, assignment, transfer or license of IP Rights in Foreground by the Consultant except a sale or license for end use of a product based on Foreground, the Consultant shall impose on the other party all of its obligations to the NCC in relation to the IP Rights in the Foreground and any restrictions set out in the Contract on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The Consultant shall promptly notify the NCC of the name, address and other pertinent information in regard to any transferee, assignee or licensee.