

## SCHEDULE 10

### REVIEW PROCEDURE

#### PART A – DESIGN AND CONSTRUCTION REQUIREMENTS

##### ARTICLE 1 WORKS SUBMITTALS

- 1.1. The provisions of Part A of this Schedule 10 shall apply to the Design Development Submittals, the Construction Document Submittals, the Design Data and any and all items, documents and anything else required or specified by the Project Agreement, including all Works Submittals listed in Appendix A to this Schedule 10, in respect of the Works to be submitted to, reviewed or otherwise processed by the City in accordance with the Review Procedure prior to Substantial Completion, or after Substantial Completion in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “Works Submittal” or “Works Submittals” as applicable in Part A of this Schedule 10).
- 1.2. For clarity, the provisions of Part A of this Schedule 10, including any deadlines for submission or review set out herein, shall not apply to any processing or review of any Permits, Licences, Approvals and Agreements.
- 1.3. Subject to Article 1.2, if the City fails to meet the timelines set out in this Schedule 10 with respect to its review of any Submittals, such failure shall be deemed to be a breach by the City to comply with the timelines set out in this Schedule 10.
- 1.4. In general, Works Submittals shall consist of the following. Specific requirements for each of these Work Submittals are detailed further in Appendix A.
  - (a) Design Development Submittals:
    - (i) Basis of design reports

Prior to the preparation of each Pre-Final Design Development Submission, Project Co shall develop a basis of design report for each discipline, based on the PA and PSOS project requirements. The basis of design report shall describe the technical approach planned for the project as well as the technical requirements, security mitigation and measures to be employed, design codes and parameters to be used.
    - (ii) Pre-Final Design Development (PFDD), which is the stage of design development where the design details of the relevant Works Submittal are established and drawings and specifications for construction have been developed, but are not yet fully finalized.
    - (iii) Final Design Development (FDD), which is the stage of design development where the design details of the relevant Works Submittal are finalised and the construction drawings and construction specifications for the designed element

are also finalized.

- (b) Construction Document Submittals;
  - (c) Other reports, studies, matrices and plans listed in this Schedule 10 and in Appendix A to this Schedule 10;
  - (d) Other reports, studies, matrices and plans listed in the relevant sections of the Project Agreement; and
  - (e) Works Schedules, in accordance with Schedule 12 – Works Scheduling Requirements and as per Article 3.13.
- 1.5. Project Co shall be responsible for determining any and all necessary Works Submittals, as specified in the relevant sections of the Project Agreement.
- 1.6. Other reports, studies and plans shall be submitted as follows:
- (a) Project Co shall be responsible for determining the timing of the preparation of reports, studies and plans required in the preparation of the PFDD, FDD and Construction Document Submittals, unless timing of these reports, studies and plans are identified in this Schedule 10 or in other relevant sections of the Project Agreement. Project Co shall include the timing and submission sequence of all reports, studies and plans which will inform the Design Development Submittals in the schedule of Works Submittals pursuant to Section 20.4(b)(v) of the Project Agreement. Project Co shall prepare a minimum of two hard copies and one electronic upload of submissions of reports, studies, matrices and plans for review by the City as follows:
    - (i) Draft format; and,
    - (ii) Final format (signed and sealed).
  - (b) Project Co shall be responsible for preparing and submitting additional updated submissions of reports, studies and plans, if the validity of such is altered due to design changes or if more frequent submissions are identified in this Schedule 10 or in other relevant sections of the Project Agreement.
- 1.7. [Intentionally Deleted]
- 1.8. Requirement for a Compliance Verification & Validation Matrix:
- (a) Project Co. shall use the Requirements Management tool to develop reports on compliance with the Output Specifications and other requirements (e.g. new rail vehicle interface) in the form of Compliance Verification & Validation Matrix. The Compliance Verification & Validation Matrix shall provide line by line reporting of all applicable requirements and shall provide full traceability between requirements and compliance demonstration including preliminary and final design references, quality assurance & control, testing & commissioning (including but not limited to FAT, PICO, SAT, SIT, and system wide testing); and
  - (b) Project Co shall submit the Compliance Verification & Validation Matrix in accordance with this

Schedule 10 a as part of the Basis for Design submittal, at the Pre-Final Design Development stage, Final Design Development stage, and prior to system wide testing.

(c) [Intentionally Deleted]

1.9. Design review workshops

- (a) Project Co shall schedule and coordinate design review workshops in advance of issuing Pre-Final Design Development Submittals;
- (b) The Project Co Representative shall arrange the design review workshops in consultation with the City Representative;
- (c) The Parties shall cooperate to develop a reasonable schedule for the design review workshops and shall incorporate such schedule into the Current PBS;
- (d) Project Co shall circulate to the City Representative an agenda for each of the design review workshops no later than 5 Business Days prior to the relevant design review workshop;
- (e) The design review workshops shall be held in person in the City of Ottawa, Ontario, except where otherwise agreed by the Parties, acting reasonably; and
- (f) In advance of a design review workshop, Project Co may submit to the City Design Team for comment any interim drafts of any designs or plans required under this Project Agreement, which submissions shall be used to inform the City on the development of New City Infrastructure design and provide an opportunity for dialog on compliance with the requirements of the Project Agreement. For greater certainty, interim submissions shall be informal and shall not be reviewed in accordance with Schedule 10 - Review Procedure.

## **ARTICLE 2 SCHEDULE FOR WORKS SUBMITTALS**

- 2.1. Project Co shall schedule the Review Procedure Activities, including the submission dates for all Works Submittals and the City review period in accordance with Part A of this Schedule 10.
- 2.2. The Works Schedule and any amendment to the Works Schedule shall allow:
  - (a) A period of 15 Business Days (or such longer period as the Parties may agree) from the date of receipt for the City's review of and response to each Works Submittal for all Works; and
  - (b) A period of 20 Business Days (or such longer period as the Parties may agree) from the date of receipt for the City's review of and response to each Works Submittal containing elements of the Works to be constructed within or adjacent to MTO and NCC Lands. Refer to the Lands Table in Schedule 33 – Lands for the extent of these Lands.

This period of time may be subject to modification as agreed upon with the City.

- 2.3. Project Co shall submit all Works Submittals to the City no later than the dates identified in the Current PBS, as defined in Schedule 12 – Works Scheduling Requirements. The City Representative shall review and respond to each Works Submittal in accordance with the review time periods specified in Article 2.2 of this Schedule 10 – Review Procedure, or as otherwise agreed to between the Parties.
- 2.4. If, at any time, any or all of:
  - (a) Revised PBS is under review by the City;
  - (b) Project Co submits a volume of Works Submittals not contemplated by the Current PBS; or
  - (c) a Works Submittal was, or Works Submittals were, received for review later than indicated in the Current PBS, such that the City Representative cannot review the Works Submittal or Works Submittals within the time permitted in the Current PBS,

then the City Representative shall, within five Business Days of receipt of such Works Submittal or Works Submittals, provide Project Co with a reasonable estimate of the time necessary for processing such Works Submittal or Works Submittals which estimate Project Co shall take into account for the purposes of Schedule 12 – Works Scheduling Requirements, provided that an extension shall not be greater than 5 Business Days.

### **ARTICLE 3 GENERAL REQUIREMENTS FOR WORKS SUBMITTALS**

- 3.1. Unless otherwise specified by the City Representative, Project Co shall issue all Works Submittals to the City in the format described in Appendix A to this Schedule 10, and one printed copy of each Works Submittal to the Independent Certifier.
- 3.2. Project Co shall, at its own cost and risk, compile and maintain a Review Procedure Activities Register, to be uploaded to the Electronic Data Management System (EDMS) as detailed in Article 4.10 and Appendix A, to track the status of each Works Submittal through every stage of preparation, submission, and review by the City, and approval by the applicable third party, including for clarity, approval from the City. Project Co shall submit documentation on the proposed design, functionality, and usage of the Review Procedure Activities Register to the City Representative in accordance with Schedule 10 – Review Procedure no later than Financial Close.
- 3.3. The Review Procedure Activities Register shall:
  - (a) be updated on a daily basis by Project Co and be accessible by the City, any other entity as requested by the City and Project Co, in real time, through a web-based project management system, unless otherwise permitted by the City;
  - (b) be in place and operational no later than 30 days after Financial Close; and
  - (c) include identification of each of the following:

- (i) the submittal date and contents of all Works Submittals;
  - (ii) the date of receipt and content of all returned Works Submittals;
  - (iii) status of comments on all Work Submittals in accordance with Article 4.1 of this Schedule 10;
  - (iv) vulnerability or security breaches
  - (v) review and update City's SSCP and SSeCP to be submitted 30 days after Financial Close; and
  - (vi) tracking ID's (in a format reasonably acceptable to the City) supporting the requirements of Article 3.7; and
  - (vii) include a tracking log to monitor the resolution of comments that arise during the Review Procedure, as per Article 4.10 of this Schedule 10.
- 3.4. All Works Submittals shall be in English.
- 3.5. All Works Submittals required by the Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations, registered in the Province of Ontario (including, where applicable, by registered professional engineers, professional geo-scientists, architects or landscape architects) shall be so signed and sealed.
- 3.6. All Works Submittals shall:
- (a) include copies of all documents to be reviewed;
  - (b) be uploaded to the EDMS and are to include an electronic file-naming convention acceptable to the City; and
  - (c) shall clearly identify the purpose of the Works Submittal, Project Co's proposed course of action relating to the Works Submittal and the Project Operations that are the subject of the Works Submittal.
- 3.7. All Works Submittals shall, where applicable, refer to and be in accordance with the relevant provisions of the Output Specifications, any other applicable Schedule to the Project Agreement and to any Design Data that has previously been subject to review.
- 3.8. Each Works Submittal shall be clearly identified as a Works Submittal and shall be delivered with appropriate covering documentation, which shall include:
- (a) a summary table which lists all revisions or changes from previous Works Submittals; and
  - (b) a list of all attached Works Submittals and for each Works Submittal;

- (i) identification of whether the Works Submittal contains System Infrastructure, New Municipal Infrastructure, and elements of Works on or adjacent to MTO and NCC Lands.
  - (ii) the document number(s) or drawing number(s);
  - (iii) revision numbers (if applicable);
  - (iv) document or drawing title(s);
  - (v) name of entity that prepared the Works Submittal;
  - (vi) name and signature of the Design Manager and other Key Individual(s) responsible for content of the Works Submittal;
  - (vii) quality control documentation in accordance with Schedule 11 – Integrated Management System Requirements;
  - (viii) the Works Submittal history, including reviewer and checker initials, date and delivery information, log number of all previous submissions of that Works Submittal, Project Agreement provisions, comments from reviewers from the previous Works Submittal, all outstanding comments, and responses to addressing those comments, all submitted in a format reasonably acceptable to the City; and
  - (ix) identification of any previous Works Submittal superseded by the current Works Submittal.
- 3.9. To facilitate the City’s distribution of Works Submittals to the NCC and MTO, all Works Submittals that are to be reviewed by the NCC and MTO, shall be separated accordingly and submitted individually.
- 3.10. Each Works Submittal shall be organized into relevant sections. Each Work Submittal shall contain pertinent correspondence, shall be arranged by subject matter in chronological order, and shall include the final calculations, reports and backup information. All Works Submittals shall, without limitation, include copies of all final approvals, design reports, correspondence and calculations, in both electronic and hard copy.
- 3.11. [Intentionally Deleted]
- 3.12. Issued For Construction Works Submittals
- (a) Construction Document Submittals submitted in accordance with this Schedule 10 – Review Procedure and assigned comments “NO COMMENT” or “MINOR COMMENT” with all of the comments resolved, shall become Issued For Construction and Project Co shall stamp them as “Issued For Construction”. Works Submittals used for the construction of any part or parts of the Project prior to being entitled to proceed, as noted above, shall not be stamped as Issued For Construction.
  - (b) Project Co shall submit copies of all drawings that are Issued For Construction, together with manuals and instructions, to the City Representative and to the Independent Certifier.
  - (c) Revisions to Issued For Construction documents shall be submitted for review as

Construction Document Submittals, being stamped “Issued For Construction” upon being entitled to proceed in accordance with this Schedule 10 – Review Procedure. Issued For Construction documents are required for the certification of construction detailed in Appendix A of this Schedule 10.

**3.13. Works Schedule Re-baseline Submittals**

- (a) Project Co shall prepare Works Schedules re-baselines in accordance with Schedule 12 – Works Scheduling Requirements. Project Co shall submit the Works Schedules re-baselines for review in accordance with this Schedule 10.
- (b) All non-draft submissions shall include Project Co Representative’s dated signature on the front cover of each document.
- (c) All Works Schedules submitted to the City shall be submitted in two electronic file formats. The first format shall be in the native file format of the software used to generate and manage the Works Schedules, which shall be the exported .XER file for the latest version of Primavera Professional Project Management (PPM). The second format shall be a word-searchable high resolution colour PDF version. Upon City’s request, Project Co shall provide the details of the software and any additional software plug-ins used by Project Co, a copy of any templates, and the details for any software settings it has used in its scheduling software, such as calendar settings, user and administrative preferences, schedule settings, and any other information required to enable the City to replicate the Works Schedules submitted by Project Co using the native file formats provided by Project Co.
- (d) At each submission, Project Co shall provide at least two hardcopies of the PBS printed in colour in a reasonable scale and on an appropriate paper size. Project Co shall submit one .XER file used to generate the Works Schedule re-baseline and the resultant PDF.
- (e) All tabular information including numerical data or calculations shall be submitted in two electronic file formats. The first format shall be in the Microsoft Excel file format that would allow the City to review formulas and manipulate the data for the purpose of evaluation and the second format shall be a high resolution PDF version.
- (f) The filename of each of the electronic files submitted shall indicate the project name acronym, schedule type, revision number and the schedule status date in the format ‘YYYYMMDD’ - e.g. PBS-4 shall be named “TRI PBS-4 – 20180731”.
- (g) The requirements of Article 3 shall apply to all PBS Submittals.

**ARTICLE 4 COMMENTS**

- 4.1. The City Representative shall review and respond to each Works Submittal in accordance with the time periods specified in Article 2.2. The City Representative shall return Works Submittals to Project Co with a copy to the Independent Certifier and assign one of the following four comments:

- (a) “NO COMMENT”;
  - (b) “MINOR COMMENT”;
  - (c) “MAJOR COMMENT”; or
  - (d) “CRITICAL COMMENT”.
- 4.2. The comment “NO COMMENT” will be assigned to those Works Submittals that, in the opinion of the City Representative, generally conform to the requirements of the Project Agreement, and recognizing the degree of design development. Project Co shall comply with and implement such Works Submittals.
- 4.3. The comment “MINOR COMMENT” will be assigned to those Works Submittals that, in the opinion of the City Representative, generally conform to the requirements of the Project Agreement, recognizing the degree of design development, but in which non-material deficiencies have been found by the City Representative’s review. Project Co shall correct these Works Submittals in the submission immediately subsequent, and shall comply with and implement such Works Submittals after correction, including in accordance with the comments. If the City Representative assigns to a Works Submittal the additional comment “RE-SUBMIT”, then,
- (a) Project Co shall correct and re-submit such Works Submittal, in its entirety and at its own cost, to the City Representative no later than 20 Business Days after the comment has been provided to Project Co, or as agreed between Project Co and the City Representative, and as set out in writing.
  - (b) If at any time it is discovered that Project Co has not corrected the deficiencies on Works Submittals stamped “MINOR COMMENT”, then Project Co will be required to modify the Works Submittals and Project Operations as required to ensure that the Works comply with the Output Specifications, any other applicable Schedule to the Project Agreement, and the Project Co Proposal Extracts and Project Co may be required, at the City Representative’s discretion, to resubmit the relevant Works Submittals.
  - (c) In such circumstances the City Representative shall act promptly in considering whether such deficiencies have been corrected. At the City Representative’s discretion, comments addressed as “MINOR COMMENT” that have not been addressed in the subsequent submission may be escalated to “MAJOR COMMENT” or “CRITICAL COMMENT”.
  - (d) No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 4.4. The comment “MAJOR COMMENT” or “CRITICAL COMMENT” will be assigned to those Works Submittals that, in the opinion of the City Representative, contain significant deficiencies or do not generally conform to the requirements of the Project Agreement, including this Schedule 10.



- (a) Project Co shall correct and re-submit these Works Submittals within 20 Business Days after the comment has been provided to Project Co, or such other time period as agreed between Project Co and the City Representative, and as set out in writing.
  - (b) The City Representative will then review such re-submitted Works Submittals and assign a comment to the corrected Works Submittal. The Works Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed.
  - (c) No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal. In addition to the above, a Works Submittal with a “CRITICAL COMMENT” comment will be a Proceeding At Risk Matter in accordance with Section 11.6(a) of the Project Agreement.
- 4.5. Where the City Representative issues the comment “MINOR COMMENT”, “MAJOR COMMENT” or “CRITICAL COMMENT”, the City Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of the Project Agreement that the Works Submittal fails to satisfy. Project Co shall schedule a meeting between the Project Co Representative and the City Representative to discuss the resolution of “MAJOR COMMENT” and “CRITICAL COMMENT” comments. At the City Representative’s discretion, a meeting may be requested to resolve “MINOR COMMENT” comments.
- 4.6. If, at any time after assigning any comment to a Works Submittal, the City Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of the Project Agreement, the City Representative may revise the comment assigned to any Works Submittal. If the Parties agree or it is determined in accordance with Article 5 of this Schedule that the revised comment is correct, Project Co shall make all such corrections to the Works Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 4.7. For the purpose of facilitating and expediting the review and correction of Works Submittals, the City Representative and the Project Co Representative shall meet, as may be mutually agreed, to discuss and review any outstanding Works Submittals and any comments thereon.
- 4.8. Where a Works Submittal is voluminous, the City Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Works Submittal with the appropriate comment, if any, and return to Project Co the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages returned without such an explanation as to their status shall be deemed to be “NO COMMENT” by the City.
- 4.9. In lieu of returning a Works Submittal, the City Representative may notify Project Co of the comment assigned to the Works Submittal and if such comment is “MINOR COMMENT”, “MAJOR COMMENT” or “CRITICAL COMMENT”, then the notification shall contain comments in sufficient detail for Project Co to identify the correction sought.
- 4.10. Project Co shall be responsible for creating and maintaining an EDMS as defined in Appendix A, as a tracking log to monitor, as a minimum, the approval of submittals and the resolution of

comments (in a format reasonably acceptable to the City) which is to be available to the City, as described in Article 3. The EDMS will also be used as a repository for all other electronic submittal uploads and document control. The EDMS shall be in place and operational the earlier of, the date upon which the first Works Submittal is submitted or 60 days after Financial Close. The EDMS shall be deemed reasonably acceptable to the City prior to implementation.

- (a) The City accepts that there may be an occasional requirement for routine system shutdowns and/or maintenance. This maintenance shall take place when it will minimize the effect on the obligations as set out in this Project Agreement.
- 4.11. At the City Representative's discretion, Project Co may be requested to attend a meeting to discuss the resolution of any unresolved comments.

## **ARTICLE 5 DISPUTES**

- 5.1. If Project Co disputes any act of the City or the City Representative in respect of a Works Submittal under this Part A of Schedule 10, Project Co shall promptly notify the City Representative and the Independent Certifier of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The City Representative shall review the Works Submittal, the reasons and supporting documentation and within five Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment. If the City Representative confirms the original comment, Project Co may request that the Independent Certifier resolve the Dispute and render a decision within five Business Days of such request.
- 5.2. If either Party is not satisfied, acting reasonably, with the resolution of the Independent Certifier, subject to Article 10.2 of Part A of Schedule 10, either Party may refer the matter for determination in accordance with Schedule 26 - Dispute Resolution Procedure.
- 5.3. Notwithstanding the provisions of Articles 5.1 and 5.2, the City Representative may direct that Project Co revise the Works Submittals in accordance with the comments of the City Representative and proceed to perform and complete the Works on the basis of such revised Works Submittals. For clarity, such direction shall be considered a Dispute and Project Co may proceed in accordance with this Article 5 and Schedule 26 – Dispute Resolution Procedure.

## **ARTICLE 6 EFFECT OF REVIEW**

- 6.1. Any review and comment by the City or the City Representative of any Works Submittals are for general conformity to the obligations and requirements of the Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of Project Co's obligations under and requirements of the Project Agreement, and shall not create any new or additional obligations or liabilities for the City. Without limiting the generality of the foregoing, any and all errors or omissions in Works Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities in respect of the Works under the Project Agreement or exclude or limit the City's rights in respect of the Works under the Project Agreement.

## **ARTICLE 7 WORKS SUBMITTAL EXPLANATION**

- 7.1 At any time, the City Representative may, acting reasonably, require Project Co or any Project Co Parties, including Project Co's consultants and any other relevant personnel, at no additional cost to the City, to explain to the City Representative and the City advisors the intent of Project Co's Works Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Output Specifications or any other Schedule to the Project Agreement, as applicable. Project Co shall provide the explanation to the City Representative within five Business Days (or such longer period as the Parties may agree) from the date of receipt of the request from the City Representative.

## **ARTICLE 8 REVISIONS**

- 8.1. Project Co shall ensure that each Works Submittal keeps the same unique reference number throughout the review process, and that subsequent revisions of the same Works Submittal are identified by a sequential revision number. Correspondence related to such Works Submittal shall reference the reference number and revision number.
- 8.2. Re-submittals shall clearly show all revisions from the previous Works Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing. Drawings produced during Design Development shall be exempt from the requirements in Article 8.2.
- 8.3. All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Works Submittal. Electronic versions of the Works Submittal shall identify the persons who initialled the revisions to the printed version of the Works Submittal. All such revisions must be able to be integrated into the As-built Drawings and the Record Drawings.
- 8.4. Project Co shall keep all Design Data current. If any Design Data is revised as part of a Works Submittal, all other Design Data relying on or based on that Design Data shall also be revised accordingly. All such revised Design Data shall also be submitted with the Works Submittal to which it relates.
- 8.5. [Intentionally Deleted]

## **ARTICLE 9 AUDIT BY THE CITY REPRESENTATIVE**

- 9.1. Without limiting any other right under the Project Agreement, the City Representative shall have the right to audit all Works Submittals, including comparing all Works Submittals to previous Works Submittals.

- 9.2. If during an audit or at any other time it is discovered by the City or Project Co (or resolved pursuant to Article 9.3) that any Works Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Works Submittals and the Project Operations to which they relate and shall advise the City Representative of all such corrections and modifications.
- 9.3. Any Dispute concerning the implementation of a Works Submittal, subject to Article 5.1, shall be referred in the first instance to the Independent Certifier for resolution.

#### **ARTICLE 10 VARIATIONS**

- 10.1. [Not used]
- 10.2. If, having received comments from the City Representative on any Works Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within ten (10) Business Days of receipt of and before complying with the comments, provide written Notice to the City of the same and, if it is agreed by the Parties that a Variation would arise if the comments were complied with, the City may, at their election, issue a Variation Enquiry (which shall be dealt with in accordance with Schedule 21 - Variation Procedure) or amend their comment on the Works Submittal. If the Parties do not agree that a Variation would arise if the comments were complied with, either party may proceed to resolve the matter in accordance with Article 5, including for clarity, the exercise by the City of their rights under Article 5. Subject to the foregoing sentence, any failure by Project Co to notify the City in accordance with this Article 10.2 that Project Co considers that compliance with any comments of the City Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the City Representative's comments shall be without cost to the City and without any extension of time.

#### **ARTICLE 11 GENERAL**

- 11.1. Any capitalized terms used in the appendices to this Schedule 10 that are not defined in this Schedule 10, the Project Agreement or in Schedule 1 – Definitions and Interpretation, shall have the meanings given to them in Schedule 15-1 – Technical Terms and Reference Documents.

**SCHEDULE 10**

**REVIEW PROCEDURE**

**PART B – MAINTENANCE PERIOD**

**ARTICLE 1 MAINTENANCE AND REHABILITATION SUBMITTALS**

- 1.1. The provisions of Part B of this Schedule 10 shall apply to any and all items, documents and anything else required or specified by the Project Agreement (other than the Design Development Submittals, the Construction Document Submittals and the Design Data) and the Maintenance and Rehabilitation Submittals listed in Appendix B, to be submitted to, reviewed or otherwise processed by the City in accordance with the Review Procedure in respect of the Project, after Substantial Completion, except in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “Maintenance and Rehabilitation Submittal” or “Maintenance and Rehabilitation Submittals” as applicable in Part B of this Schedule 10).
- 1.2. All Works Schedules required under Part B shall be prepared and submitted in accordance with Schedule 12 – Works Scheduling Requirements, and Schedule 15-3 – Maintenance & Rehabilitation Requirements.
- 1.3. For clarity, the provisions of Part B of this Schedule 10, including any deadlines for submission or review set out herein, shall not apply to any processing or review of any Permit, Licences, Approval or Agreements.
- 1.4. Project Co shall allow a period of 15 Business Days (or such longer period as the Parties may agree) from the date of receipt for the review of and response to each Maintenance and Rehabilitation Submittal.
- 1.5. Project Co shall, in scheduling Maintenance and Rehabilitation Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Maintenance and Rehabilitation Submittals, for review of the Maintenance and Rehabilitation Submittals and for Project Co to make changes to Maintenance and Rehabilitation Submittals that may be required if comments are received on the Maintenance and Rehabilitation Submittals, such review and required changes to be in accordance with Part B of this Schedule 10.
- 1.6. Requirement for a Compliance Verification & Validation Matrix:
  - (a) Project Co. shall use the Requirements Management tool to develop reports on compliance with the Output Specifications and other requirements in the form of a Maintenance & Rehabilitation Compliance Verification & Validation Matrix. The Compliance Verification & Validation Matrix shall provide line by line reporting of all PSOS requirements and shall provide full traceability between maintenance and rehabilitation requirements and compliance demonstration including preliminary and final design references (where applicable), maintenance procedures and plans, demonstration of training plans and training delivery, final design of the performance

reporting requirements including testing of the performance reporting system, and compliance with any other maintenance related deliverables; and

- (b) Project Co shall submit the Maintenance & Rehabilitation Compliance Verification & Validation Matrix in accordance with this Schedule 10 at two intervals: 6 months prior to Trial Running and 30 days prior to Trial Running.
- (c) [Intentionally Deleted].

**ARTICLE 2 GENERAL REQUIREMENTS FOR MAINTENANCE AND REHABILITATION SUBMITTALS**

- 2.1. Unless otherwise specified by the City Representative, Project Co shall issue three printed copies of all Maintenance and Rehabilitation Submittals to the City, together with an electronic copy to the EDMS in a format agreed by the Parties acting reasonably.
- 2.2. Project Co shall utilize the Review Procedure Activities Register provided in accordance with the requirements of Article 3.2 of Part A of this Schedule 10, to track the status of each Maintenance and Rehabilitation Submittal through every stage of preparation, submission, review by the City, and approval by the applicable third party, including for clarity, approval from the City. The Review Procedure Activities Register shall be maintained in respect of Maintenance and Rehabilitation Submittals at all times during the Maintenance Period and shall:
  - (a) be maintained up-to-date by Project Co and be accessible by the City, any other entity as requested by the City and Project Co in real time, through a web-based project management system, unless otherwise permitted by the City;
  - (b) include identification of the following:
    - (i) the submittal date and contents of all Maintenance and Rehabilitation Submittals;
    - (ii) the date of receipt and content of all returned Maintenance and Rehabilitation Submittals;
    - (iii) the status of comments on all Maintenance and Rehabilitation Submittals in accordance with Article 3.1 of this Part B of Schedule 10; and
    - (iv) tracking ID's (in a format reasonably acceptable to the City) supporting the requirements of Article 2.7.
- 2.3. All Maintenance and Rehabilitation Submittals shall be in English.
- 2.4. All Maintenance and Rehabilitation Submittals required by the Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations registered in the Province of Ontario (including, where applicable, by registered professional engineers, geoscientists, architects or landscape architects) shall, where applicable, be so signed and sealed.
- 2.5. All Maintenance and Rehabilitation Submittals shall:
  - (a) include copies of all documents to be reviewed;

- (b) include an electronic file-naming convention acceptable to the City, acting reasonably; and
  - (c) clearly identify the purpose of the Maintenance and Rehabilitation Submittal, Project Co's proposed course of action relating to the Maintenance and Rehabilitation Submittal and the Project Operations that are the subject of the Maintenance and Rehabilitation Submittal.
- 2.6. All Maintenance and Rehabilitation Submittals shall, where applicable, refer to the relevant provisions of the Output Specifications and/or any other applicable Schedule to the Project Agreement.
- 2.7. All Maintenance and Rehabilitation Submittals shall be clearly identified as a Maintenance and Rehabilitation Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Maintenance and Rehabilitation Submittals, and for each Maintenance and Rehabilitation Submittal:
- (a) the document number(s) or drawing number(s);
  - (b) revision numbers (if applicable);
  - (c) document or drawing title(s);
  - (d) name of entity that prepared the Maintenance and Rehabilitation Submittal;
  - (e) name and signature of the Maintenance Director and other Key Individual(s) responsible for content of the Maintenance and Rehabilitation Submittal;
  - (f) Quality control documentation in accordance with Schedule 11 – Integrated Management System Requirements;
  - (g) the Maintenance and Rehabilitation Submittal history showing date and delivery information and/or log number of all previous submissions of that Maintenance and Rehabilitation Submittal as per the EDMS as detailed in 4.10 in Part A; and
  - (h) identification of any previous Maintenance and Rehabilitation Submittal superseded by the current Maintenance and Rehabilitation Submittal.
- 2.8. Each Maintenance and Rehabilitation Submittal shall be organized and shall have indexes and sectional dividers. The Maintenance and Rehabilitation Submittals shall contain pertinent correspondence, shall be arranged by subject matter in chronological order, and shall include the final calculations, reports and backup information. Submissions shall include copies of all final approvals, design reports, correspondence and calculations.

### ARTICLE 3 COMMENTS

- 3.1. The City Representative shall review and respond to each Maintenance and Rehabilitation Submittal in accordance with the time periods specified in Article 1.4. The City Representative shall return Maintenance and Rehabilitation Submittals to Project Co and assign one of the following four comments:
- (a) “NO COMMENT”;
  - (b) “MINOR COMMENT”;
  - (c) “MAJOR COMMENT” or
  - (d) “CRITICAL COMMENT”.
- 3.2. The comment “NO COMMENT” will be assigned to those Maintenance and Rehabilitation Submittals that, in the opinion of the City Representative, conform to the requirements of the Project Agreement. Project Co shall comply with and implement such Maintenance and Rehabilitation Submittals.
- 3.3. For Maintenance and Rehabilitation Submittals that require approval from third parties, including, for clarity, approval from the City, the City Representative may not issue a “NO COMMENT” or a “MINOR COMMENT” comment if the applicable third party has not approved those Maintenance and Rehabilitation Submittals.
- 3.4. The comment “MINOR COMMENT” will be assigned to those Maintenance and Rehabilitation Submittals that, in the opinion of the City Representative, generally conform to the requirements of the Project Agreement, but in which non-material deficiencies have been found by the City Representative’s review. Project Co shall correct these Maintenance and Rehabilitation Submittals and shall comply with and implement such Maintenance and Rehabilitation Submittals after correction, including in accordance with the comments. If the City Representative assigns to a Maintenance and Rehabilitation Submittal the additional comment “RE-SUBMIT”, then,
- (a) Project Co shall correct and re-submit such Maintenance and Rehabilitation Submittal, in its entirety and at its own cost to the City Representative no later than 20 Business Days after the comment has been provided to Project Co, or such other time period as determined by the City Representative, acting in its sole discretion and as set out in writing.
  - (b) If at any time it is discovered that Project Co has not corrected the deficiencies on Maintenance and Rehabilitation Submittals stamped “MINOR COMMENT”, then Project Co will be required to modify the Maintenance and Rehabilitation Submittals and Project Operations as required to ensure that the Project Operations comply with the Output Specifications and Project Co may be required, at the City Representative’s discretion, to resubmit relevant Maintenance and Rehabilitation Submittals.
  - (c) In such circumstances, the City Representative shall act promptly in considering whether such deficiencies have been corrected. At the City Representative’s discretion,



comments addressed as “MINOR COMMENT” that have not been addressed in the subsequent submission may be escalated to “MAJOR COMMENT” or “CRITICAL COMMENT”.

- (d) No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 3.5. The comment “MAJOR COMMENT” or “CRITICAL COMMENT” will be assigned to those Maintenance and Rehabilitation Submittals that, in the opinion of the City Representative, contain significant deficiencies or do not generally conform to the requirements of the Project Agreement, including this Schedule 10.
- (a) Project Co shall correct and re-submit these Maintenance and Rehabilitation Submittals within 15 Business Days after the comment has been provided to Project Co, or such other time period, as determined by the City Representative, acting in its sole discretion and as set out in writing.
  - (b) The City Representative will then review such re-submitted Maintenance and Rehabilitation Submittals and assign a comment to the corrected Maintenance and Rehabilitation Submittal. The Maintenance and Rehabilitation Submittals shall be corrected, revised and resubmitted, in their entirety, as often as may be required to obtain a comment that permits Project Co to proceed.
  - (c) No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal. In addition to the above, a Maintenance and Rehabilitation Submittal with a “CRITICAL COMMENT” comment shall be escalated to the Maintenance Committee.
- 3.6. Where the City Representative issues the comment “MINOR COMMENT”, “MAJOR COMMENT” or “CRITICAL COMMENT”, the City Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of the Project Agreement that the Maintenance and Rehabilitation Submittal fails to satisfy, and, if requested by the Project Co Representative, the City Representative shall meet with the Project Co Representative to discuss the reasons for the comment.
- 3.7. If, at any time after assigning any comment to a Maintenance and Rehabilitation Submittal, the City Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of the Project Agreement, the City Representative may revise the comment assigned to any Maintenance and Rehabilitation Submittal. If the Parties agree or it is determined in accordance with Article 3.11 of this Schedule 10 that the revised comment is correct, Project Co shall make all such corrections to the Maintenance and Rehabilitation Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 3.8. For the purpose of facilitating and expediting the review and correction of Maintenance and Rehabilitation Submittals, the City Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Maintenance and Rehabilitation Submittals and any comments thereon.

- 3.9. Where a Maintenance and Rehabilitation Submittal is voluminous, the City Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Maintenance and Rehabilitation Submittal with the appropriate comment, if any, and provide Project Co with the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages returned without such an explanation as to their status shall be deemed to be “NO COMMENT” by the City.
- 3.10. In lieu of returning a Maintenance and Rehabilitation Submittal, the City Representative may notify Project Co of the comment assigned to the Maintenance and Rehabilitation Submittal and if such comment is “MINOR COMMENT”, “MAJOR COMMENT” or “CRITICAL COMMENT”, then the notification shall contain comments in sufficient detail for Project Co to identify the correction sought.
- 3.11. Project Co shall be responsible for creating and maintaining a tracking log to monitor the resolution of comments (in a format reasonably acceptable to the City) which is to be available to the City, as described in Article 2.
- 3.12. At the City Representative’s discretion, Project Co may be requested to attend a meeting to discuss the resolution of any unresolved comments.

#### **ARTICLE 4 DISPUTES**

- 4.1. If Project Co disputes any act of the City or the City Representative in respect of a Maintenance and Rehabilitation Submittal under this Part B, Project Co shall promptly notify the City Representative of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The City Representative shall review the Maintenance and Rehabilitation Submittal, the reasons and supporting documentation and within five (5) Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment.
- 4.2. If after such review by the City Representative Project Co disputes the comment on a Maintenance and Rehabilitation Submittal, subject to Article 9.1, Project Co may refer the matter for determination in accordance with Schedule 26 - Dispute Resolution Procedure.

#### **ARTICLE 5 EFFECT OF REVIEW**

- 5.1. Any review and comment by the City or the City Representative of any Maintenance and Rehabilitation Submittals are for general conformity to the obligations and requirements of the Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of the Project Agreement, and shall not create any new or additional obligations or liabilities for the City. Without limiting the generality of the foregoing any and all errors or omissions in Maintenance and Rehabilitation Submittals or of any review and comment shall not exclude or limit Project Co.’s obligations or liabilities under the Project Agreement in respect of matters related to the Maintenance and Rehabilitation Submittal or exclude or limit the City’s

rights under the Project Agreement in respect of matters related to the Maintenance and Rehabilitation Submittal.

**ARTICLE 6 MAINTENANCE AND REHABILITATION SUBMITTAL  
EXPLANATION**

- 6.1 At any time, the City Representative may, acting reasonably, require Project Co or any Project Co Parties at no additional cost to the City, to explain to the City Representative and the City's advisors the intent of Project Co.'s Maintenance and Rehabilitation Submittals, including as to its satisfaction of the Output Specifications and its impact on the Project Operations.

**ARTICLE 7 REVISIONS**

- 7.1. Project Co shall ensure that Maintenance and Rehabilitation Submittals keep the same, unique reference number throughout the review process, and that subsequent revisions of the same Maintenance and Rehabilitation Submittal are identified by a sequential revision number. Correspondence related to such Maintenance and Rehabilitation Submittal shall reference the reference number and revision number.
- 7.2. Re-submittals shall clearly show all revisions from the previous Maintenance and Rehabilitation Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.
- 7.3. All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Maintenance and Rehabilitation Submittal. Electronic versions of the Maintenance and Rehabilitation Submittal shall identify the persons who initialled the revisions to the printed version of the Maintenance and Rehabilitation Submittal.

**ARTICLE 8 AUDIT BY THE CITY REPRESENTATIVE**

- 8.1 Without limiting any other right under the Project Agreement, the City Representative shall have the right to audit all Maintenance and Rehabilitation Submittals, including comparing all Maintenance and Rehabilitation Submittals to previous Maintenance and Rehabilitation Submittals.
- 8.2 If during an audit or at any other time it is discovered by the City or Project Co that any Maintenance and Rehabilitation Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Maintenance and Rehabilitation Submittals and the Project Operations to which they relate and shall advise the City Representative of all such corrections and modifications.

## **ARTICLE 9 VARIATIONS**

- 9.1 If, having received comments from the City Representative on any Maintenance and Rehabilitation Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written Notice to the City of the same and, if it is agreed by the Parties, or is determined pursuant to Schedule 26 - Dispute Resolution Procedure, that a Variation would arise if the comments were complied with, the City may at their election, either issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 21 - Variation Procedure or amend their comment on the Maintenance and Rehabilitation Submittal. Any failure by Project Co to notify the City in accordance with this Article 9.1 that Project Co considers compliance with any comments of the City Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the City Representative's comments shall be without cost to the City and without any extension of time.

## **ARTICLE 10 GENERAL**

- 10.1 Any capitalized terms used in the appendices to this Schedule 10 – Review Procedure, that are not defined in this Schedule 10 – Review Procedure or in Schedule 1 – Definitions and Interpretation of the Project Agreement, shall have the meanings given to them in Schedule 15-1 – Technical Terms and Reference Documents.

## APPENDIX A - MINIMUM WORKS SUBMITTAL REQUIREMENTS

### ARTICLE 1 FORMAT FOR WORKS SUBMITTALS

1.1 All Works Submittals shall be submitted to the City in hardcopy and electronic format as follows:

(a) Hardcopy requirements:

- (i) three sets of all Work Submittals shall be submitted in reduced format drawings (11" x 17", fold-outs, folded to 8.5" x 11") and design briefs, included in 3-hole ring binders; and
- (ii) three sets of Works Submittals which are not drawings shall be submitted in 8.5" x 11" format, unless otherwise specified.

(b) All other Submittals not otherwise specified shall be submitted to an EDMS as detailed below. In addition to hard copies, all Works Submittals (or as otherwise agreed upon by the Parties) shall be submitted to an EDMS and in an electronic format that is deemed reasonably acceptable to the City. As a minimum, this system shall comprise the following:

- (i) a cloud-based single platform which provides an easily configurable solution;
- (ii) user group security and restricted authorization function;
- (iii) browsing by project, folder or file name with drag and drop function;
- (iv) collaboration functions with the ability to electronically approve and stamp documents;
- (v) text searchable functions for PDF and native files;
- (vi) seamless integration;
- (vii) audit trail;
- (viii) pre-defined workflow & quality management systems;
- (ix) read-only, real-time access for the City Representative and their nominated personnel;

- (x) version control and notification capability;
  - (xi) analytics and reporting function; and
  - (xii) a review function with customizable mark-up tools.
- (c) CAD drawings shall be provided in accordance with the City of Ottawa’s CADD Standards Manual; and
- (d) All Works Submittals shall be uploaded to the web based project management system, in text-searchable PDF and in their native format, simultaneously with the submission to the City.
- 1.2 All Works Submittals shall also be provided in the format set forth in Appendix A.

**ARTICLE 2 SUBMITTALS**

- 2.1. The following is a detailed list of the Works Submittals that Project Co is required to provide to the City for review and comment in accordance with this Schedule 10.
- 2.2. Additional Works Submittals may be requested by the City Representative at any time in order to understand the Works, and Project Co shall be required to provide same to the City for review in accordance with this Schedule 10. A description of the minimum content of each Work Submittal provided is set out in the following sections.
- 2.3. [Intentionally Deleted].
- 2.4. Works Submittal deliverables which are applicable to satisfying the requirements of multiple Works Submittal sections are permitted to be reused, granted they meet all the requirements of each Works Submittal section they are applied to.
- 2.5. Submission Requirements
- (a) The Works Submittal Requirements are detailed in the tables below.

**[REDACTED]**

**ATTACHMENT 1**

**Sample Design Certificates**

Certificate Ref No. [ ]

**DESIGN CERTIFICATE (GENERAL)**

**In respect of :**.....

**(Provide submittal details)**

*Project Agreement between the City and Project Co dated XX XX, XXXX (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.*

*Form of Certificate to be used by the Design Team for certifying the design of the Works to the extent that such Works components have been constructed, installed, altered, upgraded, and/or augmented, in accordance with Schedule 15-2 – Design and Construction Requirements.*

1. We certify that we have the requisite professional qualifications, skill and experience to prepare the Design Data referred to herein in accordance with the requirements of the Project Agreement and all relevant Output Specifications.
  
2. We certify that we have prepared the Design Data for [.....] listed in the Schedule hereto in accordance with all applicable requirements contained in the Design Management Plan and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking the preparation of such Design Data, and that in our professional opinion such Design Data:
  - (a) complies with all applicable Output Specifications, as amended by the following:
    - (i) **[List, if any, the changes made by the issue of Variation(s)];**
  - (b) complies with all applicable design requirements of the Project Agreement;
  - (c) complies with all applicable standards, codes and current Good Industry Practice; and
  - (d) accurately describes and depicts the Works to be undertaken.



**SCHEDULE**

**[Include here drawing numbers and titles, reports, calculations, etc.]**

Certified by: .....

Design Team (representative)

Name: .....

Title: .....

Date: .....

Professional Registration Number: .....

Affix Professional Seal

Signed: .....

Construction Contractor representative

Name: .....

Date: .....

This Certificate is:

- i. reviewed\*
- ii. reviewed as noted as follows\*
- iii. returned marked “rejected” as follows:\*

\* delete as appropriate

Signed: .....

City Representative

Name: .....

Date: .....

Certificate Ref No. [ ]

### DESIGN CERTIFICATE (ENVIRONMENTAL)

*Project Agreement between the City and Project Co dated XX XX, XXXX (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.*

*Form of certificate to be used by the Design Team and the Environmental Director for certifying the design of environmental works incorporated in the Works in accordance with the Project Agreement.*

- 1) We certify that we have the requisite professional qualifications, skill and experience to prepare the Design Data referred to herein in accordance with the requirements of the Project Agreement and all relevant Output Specifications.
- 2) We certify that we have prepared the Design Data for [.....] [Name and list of all elements of the environmental works] in the Schedule hereto in accordance with all applicable requirements contained in the Design Quality Management Plan and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking the preparation of such Design Data, and that in our professional opinion:
  - a) the said Design Data complies with all applicable Output Specifications, including Technical Appraisal Form No. [.....] dated [.....], as amended by the following:
    - i) **[List, if any, the changes made by the issue of Variation(s), and any Addenda to the foregoing Technical Appraisal Form];**
  - b) the said Design Data complies with all applicable design requirements of the Project Agreement;
  - c) the said Design Data complies with all applicable standards, codes, environmental permits licences approvals and authorizations, and current Good Industry Practice; and
  - d) the said Design Data accurately describes and depicts the Works to be undertaken.

**SCHEDULE**

**[Include here drawing numbers and titles and reports, calculations, etc.]**

Certified by: .....

Design Team (representative)

Name: .....

Title: .....

Date: .....

Professional Registration Number: .....

Affix Professional Seal

Signed: .....

Environmental Director

Name: .....

Title: .....

Date: .....

Professional Registration Number: .....

Affix Professional Seal

This Design Certificate is:

- i. reviewed\*
- ii. reviewed as noted as follows\*
- iii. returned marked “rejected” as follows.\*

\* delete as appropriate

Signed: .....

City Representative

Name: .....

Date: .....

**ATTACHMENT 2**

**Sample Construction Certificate**

Certificate Ref. No. [ ]

### CONSTRUCTION CERTIFICATE

*Project Agreement between the City and Project Co dated XX XX, XXXX (“the Project Agreement”) relating to the Project. Defined terms and expressions used in the Project Agreement have the same meanings in this Certificate.*

Form of Certificate to be used by the Design Team for certifying, as applicable:

- a) the substantial completion of construction activities in respect of those components of the Works set out in paragraph 1 of this Construction Certificate;
- b) the Total Completion of construction activities in respect of the Works, including Minor Deficiencies; or
- c) the total completion of construction activities in respect of any Reinstatement Work carried out by the Construction Contractor pursuant to Section 30 [**Damage and Destruction**] in accordance with a Reinstatement Plan.

in accordance with Schedule 15-2 – Design and Construction Requirements.

#### Construction Contractor’s Statement

We certify that **[name and element of the Works in respect of the Substantial Completion Certificate][the Works in respect of the Final Completion Certificate][the Works in respect of the Final Completion Certificate (Reinstatement Work)]** has been designed, constructed, **[substantially completed], [totally completed]**, commissioned and tested in all respects in accordance with: **[Note to Proponents: Inapplicable language to be deleted.]**

- a) the relevant Design Data and Design Certificates in each case to which there has been no objection under the Review Procedure; and
- b) the provisions of the Project Agreement, including all applicable Output Specifications, as amended by the following Variation(s):
  - (i) **[List, if any, the changes made by the issue of Variation(s), and any Addenda to the foregoing Technical Appraisal Form];**

Signed.....

Construction Contractor representative

Name.....

Date.....

**Design Team’s Statement**

1. We certify that we have examined the [name and element of the Works in respect of the Substantial Completion Certificate][the Works in respect of the Final Completion Certificate][the Works in respect of the Final Completion Certificate (Reinstatement Work)] in accordance with the requirements for examination of the Works contained in the Design Quality Management Plan and the Construction Quality Management Plan and utilizing the standards of care, skill and diligence that, in accordance with the standards of our profession, are required of experienced professionals undertaking such examinations, and that in our professional opinion [the said element of the Works][the Works] has been designed, constructed, [substantially completed][totally completed], commissioned and tested in all respects in accordance with: **[Note to Proponents: Inapplicable language to be deleted.]**
- (a) the relevant Design Data and Design Certificates in each case to which there has been no objection under the Review Procedure; and
  - (b) the provisions of the Project Agreement, including all applicable Output Specifications, as amended by the following Variation(s):

**[List, if any, the changes made by the issue of Variation(s), and any Addenda to the foregoing Technical Appraisal Form];**

Signed.....

Design Team (representative)

Name.....

Title.....

Date.....

Professional Registration Number: .....

Affix Professional Seal

Receipt of this Certificate is acknowledged.

Signed.....

Independent Certifier

Name.....

Date.....

Professional Registration Number: .....

Affix Professional Seal

This Certificate is:

- i. reviewed\*
- ii. reviewed as noted as follows\*
- iii. returned marked “rejected” as follows:\*

\* delete as appropriate

Signed: .....

City Representative

Name: .....

Date: .....



## APPENDIX B - MINIMUM MAINTENANCE AND REHABILITATION

### SUBMITTAL REQUIREMENTS

#### 1. FORMAT FOR MAINTENANCE AND REHABILITATION SUBMITTALS

1.1 All Maintenance and Rehabilitation Submittals shall be submitted to the City in hardcopy and electronic format as follows:

- (a) Hardcopy Requirements
  - (i) three sets of all Maintenance and Rehabilitation Submittals shall be submitted in reduced format drawings (11" x 17", fold-outs, folded to 8.5" x 11"), included in 3-hole ring binders; and
  - (ii) three sets of Maintenance and Rehabilitation Submittals which are not drawings shall be submitted in 8.5" x 11" format, unless otherwise specified.
- (b) All other Submittals not otherwise specified shall be submitted to an EDMS as detailed below. In addition to hard copies, all Works Submittals (or as otherwise agreed upon by the Parties) shall be submitted to an EDMS and in an electronic format that is deemed reasonably acceptable to the City. As a minimum, this system shall comprise the following:
  - (i) a cloud-based single platform which provides an easily configurable solution;
  - (ii) user group security and restricted authorization function;
  - (iii) browsing by project, folder or file name with drag and drop function;
  - (iv) collaboration functions with the ability to electronically approve and stamp documents;
  - (v) text searchable functions for PDF and native files;
  - (vi) seamless integration;
  - (vii) audit trail;

- (viii) pre-defined workflow & quality management systems;
  - (ix) read-only, real-time access for the City Representative and their nominated personnel;
  - (x) version control and notification capability;
  - (xi) analytics and reporting function; and
  - (xii) a review function with customizable mark-up tools.
- (c) CAD drawings (where applicable) shall be provided in accordance with the City of Ottawa's CADD Standards Manual; and
  - (d) All Maintenance and Rehabilitation Submittals shall be uploaded to the web based project management system, in text-searchable PDF and in their native format, simultaneously with the submission to the City.
- 1.2 For a Maintenance and Rehabilitation Submittal to have been completed, all of the requirements of Article 1.1 shall be met.

## **2. SUBMITTALS**

- 2.1. The following is a detailed list of the Maintenance and Rehabilitation Submittals that Project Co is required to provide to the City for review and comment in accordance with this Schedule 10. Additional Maintenance and Rehabilitation Submittals may be requested by the City Representative at any time in order to understand the Maintenance and Rehabilitation Services, and Project Co shall be required to provide same to the City for review in accordance with this Schedule 10. A description of the minimum content of each Maintenance and Rehabilitation Submittal provided is set forth in Section 2.3 of this Appendix B.
- 2.2. Requirement for a Compliance Verification & Validation Matrix:
- (a) Project Co. shall report on PSOS compliance with a Compliance Verification & Validation Matrix. Compliance Verification & Validation Matrix should provide line by line reporting of all PSOS requirements and should provide full traceability between requirements and compliance demonstration including preliminary and final design references, quality assurance & control, testing & commissioning (including but not limited to FAT, PICO, SAT, SIT, and system wide testing).
  - (b) The Compliance Verification & Validation Matrix should be submitted under Schedule 10 at three intervals: PDR, FDR, and prior

to system wide testing.

2.3. Unless otherwise specified in the table below, or an alternate date is mutually agreed with the City and confirmed in writing by the City in advance, the following definitions apply in the table below:

(a) “Annually in advance” means:

(i) submit at least ninety (90) days prior to the commencement of Testing and Commissioning;

(ii) re-submitted at least sixty (60) days prior to the commencement of each Contract Year;

(b) “Annually in retrospect” means submitted within thirty (30) days of the final day of each Contract Year;

(c) “Monthly” means submitted within seven (7) days of the end of each calendar month; and

(d) “Quarterly” means submitted within thirty (30) days of the final day of each consecutive period of three (3) calendar months, starting from Substantial Completion.

2.4. Submission Requirements

(a) Submission Requirements are detailed in the table below:

**[REDACTED]**