

7. PHASE 4 - POST COMPLETION PHASE

7.1 PHASE 4, STEP 1 - CONTRACT CLOSE OUT DOCUMENTATION

7.1.1 PROJECT RECORD DRAWINGS

1. Preparation of Record Drawings is part of the Consultant's basic service fee and shall be submitted in three formats:
 - a. full size reproducible copies
 - b. AutoCAD (.dwg)
 - c. Adobe (.pdf)
2. Where the Consultant is not contracted to provide contract administration services, Record Drawings will be checked by Construction Managers and transferred to AutoCAD files by the TW staff. Record Drawings will be forwarded electronically to the Design & Construction Division for inclusion in TW's Drawing Management System.
3. Project Record Drawings are to be prepared by the Consultant to reflect changes in the contract drawings arising from:
 - a. the issuance of tender addenda
 - b. the issuance of design clarification drawings during construction
 - c. the issuance of change orders to the construction contract
 - d. field changes performed must be recorded on the as-built drawings as completed by the Contractor and marked on the Contractor's set of project record drawings
4. The Consultant shall clearly identify the revisions on the drawings in order to facilitate checking and review by the Construction Manager.
5. Project Record Drawings are to be prepared in accordance with documentation standards outlined in this manual. The Consultant shall submit these drawings fifteen (15) days prior to the Total Performance Certificate being issued.
6. Preparation of Record Drawings is part of the Consultant's basic service fee. Additional compensation will be made for those changes classified other than Category "B" – Design Related.

7. On regional projects, where the Consultant is not contracted to provide contract administration services, Record Drawings will be checked by Construction Managers and transferred to AutoCAD files by the regional drafting technician. Record Drawings will be forwarded electronically to the Design & Construction Division for inclusion in TW's Drawing Management System.

7.1.2 PROJECT FACTSHEET

1. The Design Manager shall prepare a project factsheet for reference by departmental staff. This task may be assigned to the Consultant.
2. The factsheet should be no more than a single page and incorporate an external (and optional internal) view of the completed facility.
3. Provide a concise summary of:
 - a. facility function
 - b. building floor area(s)
 - c. major building systems provided
 - d. duration of planning and construction
 - e. project budget forecast vs. actual costs incurred
 - f. recognition of Client partners, Consultant and Contractor
 - g. any special unique characteristics
 - h. LEED® certification level achieved
4. The factsheet will be updated at the conclusion of the project and submitted to the Construction Manager and the Design Manager for distribution to internal stakeholders.

7.1.3 INSURANCE PREAMBLE

1. Department of Finance, Insurance Division of the Government of Newfoundland & Labrador requires that TW compile and maintain a Building Inventory Record of Government owned facilities for insurance purposes.
2. In general, most Government owned facilities are under the jurisdiction of TW which has title to these facilities and are responsible for their maintenance. The Department of Finance is responsible for administering property insurance on all these facilities. However, there are cases that require special consideration, which are noted below:

3. Schools (K to 12): these facilities are under the jurisdiction of the Department of Education, who provide information directly to Department of Finance.
4. Facilities owned and maintained by Health Authorities: These facilities may be insured directly by the Corporation however, TW is still required to include this information, with qualification as necessary, in the Government Building Inventory Report.
5. Build - Lease Facilities: These facilities are generally constructed by private Owners and when completed, they are leased back to Government. Regardless of who insures, TW is still required to include the information, with qualification as necessary, in the Government Building Inventory Report.

7.1.4 BUILDING INVENTORY DATA SHEET

7.1.5 GOVERNMENT BUILDING DATA SHEET

1. The Design Manager shall prepare a Government Building Data Sheet for insurance and historical record at least thirty (30) days before substantial completion.
2. Complete the standard form entitled “Government Building Data Sheet” and distribute as follows:
 - a. For all facilities except K to 12 schools:
 - i. Department of Transportation & Works -Design and Construction Division
 - ii. Department of Finance, Insurance Division
 - b. For Schools K to 12:
 - i. To the Department of Education, School Services & Facilities Branch
 - ii. Department of Finance, Insurance Division
3. The Building Data Sheet shall provide the following Information:
 - a. Building Information
 - b. Building name, number and location
 - c. Whether it is a new building or modification to existing
 - d. Scheduled date of project substantial completion
 - e. Region and area
 - f. Name of building manager
 - g. Electoral district
 - h. Year constructed and replacement cost
 - i. Number of floors, and total floor area
 - j. Building occupancy type
 - k. Property insurance provider
 - l. Organization occupying the building, holding title, and responsible for maintenance
 - m. Construction Details
 - n. Overall condition of facility
 - o. Structure type

- p. Exterior and interior wall construction
- q. Floor structure
- r. Roof structure and finish
- s. Building Services
- t. Type of heating system
- u. Electrical service
- v. Special services
- w. Fire protection information

7.1.6 LEED®

1. All LEED® documentation required from the Contractor must be submitted to the LEED® AP for the project.
2. The LEED® AP must make submittal to the CaGBC within six (6) months of occupancy of the facility.

7.2 PHASE 4, STEP 2 - CONTRACTOR PERFORMANCE EVALUATION

7.2.1 GENERAL

1. The Contractor Performance Evaluation System is a process designed to maintain an acceptable level of performance from Contractors carrying out work for TW. It also provides a means to identify Contractors with above average performance records and assist in the management of projects by Contractors with poor performance records.
2. A record of the performance of Contractors will be maintained to identify the following:
 - a. Those Contractors who, by virtue of satisfactory performance will continue to be eligible to submit tenders for work with TW
 - b. Those Contractors whose record of unacceptable performance may render their tenders for work with TW to be rejected
3. During the execution of the work, the Contractor is to be notified immediately if the work is not proceeding in a satisfactory manner. This notification would normally be confirmed in job meeting records or correspondence to the Contractor. The Contractor Performance Evaluation System is not intended to interfere with, or substitute for, the normal written communication that a concerned Construction Manager would initiate when confronted with unsatisfactory performance.

7.2.2 PERFORMANCE RATING METHODOLOGY

1. Contractor's performance will be evaluated on a points rating system relative to quality of work performed, timeliness in completing work, and management/administration of contracts/work.
2. Quality of Work Performed (30 points)
 - a. The quality of the Contractor's work in conformance with contract documents and industry standards will form the basis for points awarded in this category.
3. Timeliness in Completing Work (30 points)
 - a. Conformance to the specified schedule in the contract in relation to circumstances within the Contractors' control will form the basis of points awarded in this category.

- b. If time is of special significance on a particular project, the Contractor's performance should be adjusted to reflect this. For example, if timely completion is critical, the unacceptable time performance rating should be defined as zero overrun whereas an equivalent overrun on a non-critical project would normally be rated less severely.
- c. The time requirement should have been clearly identified in the contract documents and should have been emphasized to the Contractor as the work progressed.
- d. The normal risks associated with contracting are not to be considered as causes beyond the Contractor's control.
- e. Delays caused by sub-Contractors are the General Contractor's responsibility. However, if the General Contractor has taken all possible actions to expedite a sub-Contractor's work, the effectiveness of this effort should be considered when evaluating the Contractor's performance.
- f. Timeliness deals with the Contractor's performance from the date of award to the date of substantial completion. The Contractor's performance on post completion activities, such as the clean-up of deficiencies, should be taken into account under the Management rating.

4. Management/Administration of Contract (40 points)

- a. This category evaluates the extent to which the Contractor takes charge of and effectively manages/administers a project without undue effort required by TW staff or Consultants. Items to be considered include:
 - i. superintendence, work site coordination
 - ii. scheduling of work
 - iii. ordering of materials
 - iv. shop drawings submission
 - v. completion of deficiencies
 - vi. interpretation of contract documents
 - vii. clean-up of the work area
 - viii. administration of change orders, progress claims and other pertinent documentation

- ix. responsiveness to direction and instructions of Owner, cooperation with Construction Manager
- x. quotation reasonableness on change orders
- xi. payment of accounts to suppliers, sub-Contractors, employees, etc.
- xii. adherence to safety and environmental regulations

7.2.3 INTERPRETATION OF RATING

1. Interpretation of points rating will be as follows:
 - a. 60-100 Satisfactory Performance
 - b. 30 - 60 Unsatisfactory Performance - Contractor will be put on notice that their level of performance needs to be improved. Bidding privileges may be suspended pending review on previous contracts.
 - c. 0 - 30 Unacceptable Performance - Contractor will be reviewed for possible suspension of bidding privileges.

7.2.4 COMPLETION OF THE EVALUATION REPORT

1. A Contractor Performance Evaluation Report is required for all publicly tendered construction and maintenance/service contracts. The report will be completed in PARTS by the Construction Manager upon completion of the contract, reviewed by the Regional Engineer (if applicable) and approved by the Director, and distributed to the Contractor with the Final Completion Certificate. A copy of the form will also be forwarded to the Tendering & Contracts office.

7.2.5 SUSPENSION OF BIDDING PRIVILEGES

1. Tendering and Contracts will record the Contractor's rating on each contract and compile an overall rating based upon the Contractor's assessment on previous contracts.
2. Contractors receiving an "unsatisfactory" rating will be notified in writing by Tendering and Contracts that their performance needs to be improved and failure to improve on future contracts may lead to a suspension of the Contractor's bidding privileges.
3. Contractors receiving an "unsatisfactory" rating on three contracts or one "unacceptable" rating may be identified for possible suspension of bidding privileges. The review will be

based upon the Contractor's overall performance on previous contracts and, if necessary, a more detailed report from the Construction Manager on the current contract. The results of the review will be communicated to the Contractor in writing by Tendering & Contracts.

4. If a suspension of bidding privileges is approved by TW, then all future bids from the Contractor will be rejected prior to tender opening. Alternatively, any tenders from a Contractor under suspension, discovered after tender opening, will be marked "disqualified".
5. Suspensions apply to all TW tendered projects. Attempts by suspended companies to submit tenders under a new company name or structure (successor corporations) are to be rejected. It is incumbent on the "new" company to establish the merits of having the opportunity to tender.

7.2.6 REINSTATEMENT OF BIDDING PRIVILEGES

1. The duration of suspensions may vary depending upon individual circumstances. In general, first time suspensions will be a maximum of one year.
1. A Contractor's suspension may be lifted upon written request from the Contractor and successful demonstration of their ability to perform satisfactorily in future, for instance, successful completion of comparable projects for others since the time of suspension, identification and correction of problems that led to the suspension, etc.
2. In the event of reinstatement, the Contractor must achieve a "satisfactory" rating on the first subsequent contract in order to retain eligibility to continue bidding TW projects.

7.2.7 CONTRACTOR'S APPEAL

1. A Contractor may appeal a particular evaluation by submitting a written request, with supporting documentation, to Tendering & Contracts. Appeals will be investigated by a committee established by the Assistant Deputy Minister.

7.2.8 CONFIDENTIALITY OF INFORMATION

1. Information compiled through the Contractor Performance Evaluation System is intended solely for internal use of the Government of Newfoundland and Labrador. Evaluation information related to a particular Contractor(s) will not be released to outside parties, such

as reference checks from other tendering agencies, without the consent of the affected Contractor(s).

7.3 PHASE 4, STEP 3 - HANDOVER

1. The Construction Manager shall record the handover of keys to all new facilities to appropriate client representatives at time of occupancy.
2. The Construction Manager shall record maintenance materials, spare parts and tools required by contract turned over to the facility management.
3. The Construction Manager will send a copy of commissioning documentation and project record drawings to the facility's management for placement in the affected building or other appropriate location, and a copy to be retained by the Region.

7.4 PHASE 4, STEP 4 - COMPLETION OF WORK UNDER WARRANTY

1. As outlined in Contract General Condition GC-31 Warranty, the Contractor is responsible to make good any defect or fault appearing in the work during the one (1) year warranty period.
2. The Construction Manager shall advise the Contractor in writing of any observed defects and shall stipulate a reasonable time frame for the Contractor to undertake repairs.
3. If the Contractor fails to undertake the repair or adjustment in the stipulated period, the Construction Manager shall advise the Contractor in writing giving the Contractor the standard five (5) day period to undertake the work.
4. Should the Contractor fail to execute the repair, within the five (5) day period, the Construction Manager shall undertake the repair by the most expedient method and arrange to have the cost deducted from other contracts held with TW or make a claim against the contract performance bond.
5. Refer to the project commissioning documentation for warranties and guarantees for segments of the work in excess of the normal one year period.
6. Refer to the project specifications forming part of the Contract Documents.

7.5 PHASE 4, STEP 5 – POST OCCUPANCY EVALUATION

7. An evaluation of the facility is required ten (10) months post occupancy. This is to determine if the operation of the facility is in line with the design intent. Normally, occupant surveys are completed and equipment inspection or re-commissioning as required.