### QMP 2.2c – RFQ Quality Requirements – General Contractor to Large Subcontractor, 2023-02-24

### Basis for use and background

This *QMP 2.2c – RFQ Quality Requirements – General Contractor to Large Subcontractor,* (QMP 2.2c) provides a specification for quality management in construction – concurrent with, but independent from Design quality specifications.

[Note that the term RFQ (Request for Quotation) is often used interchangeably with RFP (Request for Proposal), but we will only use the term “RFQ” in this document.]

First a discussion of QMP 2.1 – General Contractor to Subcontractor RFQ Quality process, Meeting and Agenda.

The intent of QMP 2.1 is to provide a forum - meeting for internal GC discussion of subtrade management quality requirements. QMP 2.1 is both an agenda for these discussions and includes discussion as to which of the QMPs providing quality management requirements from General Contractor (GC) to Subcontractor shall be included in the Subcontractor Contracts:

* QMP 2.2c RFQ quality requirements Tier 2-3, General Contractor requirements for Large Subcontractor scopes (greater than $10M contract) (QMP 2.2c), including Quality Plan, Work Methods and inspection Checklists,
* QMP 2.5a – RFQ Quality Requirements and Commitments (small-medium scope Subcontractor) or QMP 2.5b - Concrete Subcontractor Quality Plan Template, including Quality Commitments, Work Methods, and Inspection Checklists.
* Note that the same QMP 2.5a option is recommended for small scope sub-subcontractors.

Should any conflicts occur between QMP 2.1 and QMP 2.2c, QMP 2.2c requirements shall govern.

QMP 2.5a – RFQ Quality Requirements (small-medium scope subcontractor) serves as the specification for Tier 2-3 RFQ, Contractor to Subcontractor requirements for quality management – smaller scope, therefore much less detailed requirements for quality management (same option for smaller scope sub-subcontractors).

QMP 2.5a (by virtue of a very short and to the point requirement for Quality Commitment, Work Method, and inspection checklist) provides a revision toward the goal of minimizing the detail required for quality management, and providing a Quality Plan Template for even the smallest of subcontractors.

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### Introduction

Quality management requirements GC to Subcontractor for RFQ and Contract.

Purpose of this Quality Management Procedure (QMP) 2.2c - RFQ Quality Requirements General Contractor to Subcontractor is to make each subcontractor aware of and accountable for quality management requirements in their scope of work.

Objective: General Contractor provides quality management requirements for implementation that the subcontractor will follow, that offer value when assessed against cost, and help the crews to "build it right the first time".

### 1.0 Subcontractor Quality Plan:

The RFQ Quality Requirements for Subcontractor has as its fundamental purpose to be utilized as a clause or section in a contract to be written between General Contractor and Subcontractor (Tiers 2-3)

The bidding Subcontractor should read this entire QMP 2.2c carefully to ensure an understanding of the requirements. The significant items are as follows:

**1.1** GENERAL CONTRACTOR (GC) shall provide the Subcontractor with this QMP 2.2c – RFQ Quality Requirements –General Contractor to large-scope Subcontractor in the Subcontractor tender package. The intent of this QMP 2.2c is to make clear the quality management requirements for Subcontractors working for GENERAL CONTRACTOR. QMP 2.2c is a framework for review and control of all quality control procedures for any activity that has been contracted out by GC.

**1.2** Upon Contract award, the Subcontractor shall review, edit and revise the Subcontractors’ existing quality plan, so that it includes and responds to the clauses of QMP 2.2c. The Subcontractor Quality Plan shall also respond to all quality management requirements per the Prime Contract from Public Sector Owner to General Contractor. Regardless of the source, the Subcontractor Quality Plan shall reflect how the Subcontractor manages quality and it will serve as the foundation of quality management commitments from the Subcontractor to General Contractor. The updated Subcontractor Quality Plan shall be submitted within 30 days of contract signing for review and evaluation by General Contractor.

**1.3** The Subcontractor Quality Plan submittal shall be evaluated in accordance with these QMP 2.2c RFQ Quality Requirements – General Contractor to Subcontractor, and marked “Revise and Resubmit”, “Reviewed with comment” or “Reviewed, no comments” by GC representative.

**1.4** At first encounter, a subcontractor may not have a compliant Quality Plan, but they are encouraged to edit and write one that identifies their own processes as well as conforms to QMP 2.2c. In that manner, they will be initiating and improving their QMS as opposed to trying to fit into the GENERAL CONTRACTOR mold for quality management.

**1.5** The Subcontractor is responsible for implementation of a Quality Management System (QMS) that is modelled after ISO 9001:2015 and encompasses Quality Control (QC), Quality Management (QM), and Quality Audit.

In addition, the Subcontractor shall address the Contractors’ stated quality requirements per this QMP 2.2c in their entirety.

This QMS shall be reviewed, edited and submitted by the Subcontractor, per 1.2 above.

Finally, the Subcontractor shall comply with its stated QMS commitments, with audits to prove compliance.

**1.6** Note that General Contractor is not obligated to accept a Subcontractor Quality Plan that provide for lesser quality management than is required by QMP 2.2c.

**1.7** After the Subcontractor editing and GENERAL CONTRACTOR approval of the Subcontractor Quality Plan (SQP), the Subcontractor Quality Plan will be used to provide the guidelines for all Subcontractor QMS activities. The finalized and mutually accepted Subcontractor QMS shall include:

**1.** Finalized and mutually approved Inspection and Test Plans (ITPs) and/or inspection Checklists for all significant construction activities.

**2.** Finalized and mutually approved Work Methods (WMs) synchronized with Inspection and Test Plans and/or inspection checklists, for all significant construction activities.

**3.** Finalized and mutually approved Subcontractor Quality Plan (SQP) and attached Quality Management Procedures (QMPs).

4. All aspects of Subcontractor ~~and Sub-Subcontractor~~ Quality Requirements shall be submitted by Subcontractor within 30 days of signing their Contract Agreement. In the case of “Revise and Resubmit” being assessed by the submittal review, the Subcontractor has 14 days from receipt of submittal to address the unapproved elements and resubmit.

**5.** The Subcontractor shall provide *QMP 2.5a RFQ Quality Requirements – small-medium scope Subcontractor template* to all sub-subcontractors, and shall cause all sub-subcontractors to review, edit, and submit updated Sub-Subcontractor Quality Commitments, Work Method(s) and Inspection Checklist to the Subcontractor and to General Contractor.

6. All aspects of Sub-Subcontractor Quality Requirements shall be submitted by Sub-Subcontractor within 30 days of signing their Sub-Subcontract Agreement, with copy to the Subcontractor and to the General Contractor. In the case of “Revise and Resubmit” being assessed by the submittal review, the Sub-Subcontractor has 14 days from receipt of submittal to address the unapproved elements and resubmit.

**7.** It is noted that the Subcontractor Quality Plan shall be edited and compliant with this QMP 2.2c, and submitted to GENERAL CONTRACTOR within 30 days of contract signing. The submission at 30 days from contract signing shall include Subcontractor Quality Plan with Work Methods and Checklists for the various Subcontractor or Sub-subcontractor activities required for the first 60 days of work to be undertaken following Contract Award.

**1.8** Subsequent activities (work to be undertaken subsequent to 60 days following Contract Award) shall be described in Work Methods and Checklists (per requirements of section 4 below) and these shall be submitted to the General Contractor in a time frame such that the WM and inspection checklist are submitted 21 days in advance of the first instance of the WM activity. General Contractor after reviewing the submittals shall return them within target one week and maximum two weeks of the receipt of the same with comments, concerns, feedback and approval (or non-approval) status.

**1.9** Note: If the Subcontractor will subcontract portions of the work, time must be allowed for sub-subcontractors to be brought on board and those sub-subcontractors shall also comply with the requirement for the WM and checklist to be submitted 21 days in advance of the first instance of the WM activity.

**1.10** Note: The Subcontractor and or Sub-subcontractor 21-day time frame noted above is to provide sufficient time for General Contractor review (possibly require Revise and Resubmit) and to provide time for Subcontractor or Sub-subcontractor revisions and resubmissions and for WM Review Meeting to be held and revisions made to the WM and/or inspection checklist prior to start of work.

### 2.0 Quality management program – key components:

**2.1** Self-check by the person or representative doing the work or the task.

**2.2** Quality Control – the organization performing the work, Subcontractor’s (or Sub-subcontractor’s) responsibility in order to “get it right the first time”. It is noted that Quality Control as identified herein provides the requirement for all of the elements noted in this QMP, such that the Subcontractor performs all aspects of quality management including quality communications and notifications of all kinds to General Contractor (Contractor) and to the Owner’s Rep.

**2.3** Quality Assurance (also called Quality Management)– the General Contractor’s responsibility. Note that the Owner’s Rep shall also have their quality management requirements from the prime contract that the subcontractor and sub-subcontractor will be required to follow.

**2.4** Quality Manual– which includes Quality Plan, QMPs, Work Methods, and Inspection Checklists for their scope of work; each General Contractor, subcontractor, and Sub-subcontractor’s responsibility.

**2.5** Sub-Subcontractor Quality Requirements – per QMP 2.5a, Sub-Subcontractor’s responsibility.

**2.6** Audit of the Subcontractor and sub-subcontractor processes – General Contractor and Subcontractor responsibility. Note that Contractor and/or Developer or Public Sector Owner Audits may be conducted jointly.

**2.7** Not used.

**2.8** Quality Surveillance – GENERAL CONTRACTOR responsibility.

### 3. Quality Management Principles (9001-2015)

The Contractor’s Quality Plan shall address these quality management principles, and shall briefly describe how they implement these principles:

**3.1** Customer focus

**3.2** Leadership

**3.3** Engagement of people

**3.4** Process approach

**3.5** Improvement

**3.6** Evidence based decision-making

**3.7** Relationship management

### 4. Quality Management System (QMS) – General Requirements

**4.1** The Subcontractor shall be solely responsible for the performance and costs of all subcontractor and sub-subcontractor level quality management and Quality Control (QC) associated with the Work. The Subcontractor quality scope shall include, monitoring, inspecting and testing regarding the means, methods, materials, workmanship, processes and products of all aspects of the Work, construction, and management as necessary to ensure conformance with the Subcontract Agreement.

**4.2** The Subcontractor shall provide Quality Checklists and shall provide Work Methods for all significant work activities (where the absence of written instructions could have a negative impact on the product safety, quality, consistency, cost, or schedules) and submit these WMs for the review, and acceptance to General Contractor.

**4.2** **Note 1:** If requested,GENERAL CONTRACTOR may provide a Work Method template to the sub-contractor for its use. It shall be the sole responsibility of the Subcontractor, and its Sub-subcontractors, to edit, and prepare a complete work method such that it reviews and responds to plans and specifications for the scope of work in question. General Contractor accepts no liability for incorrectly planned or prepared Work Methods. The Limitation of Liabilities is as follows:

**Limitation of liability:** Any organization (“the Organization”) making use of this Quality Plan Template and QMP 2.2c, agrees to use this Corporate Quality Plan, Quality Management Procedures (QMPs), Work Methods, and/or Inspection Checklist (collectively referred to as the Quality Documents), shall do so only under the condition that those that wrote, developed, and issued these Quality Documents are to be held harmless for any errors or omissions, any inaccuracies in content resulting in any damages to property or any injury to any personnel that may be involved. It remains the sole responsibility of the Organization to review any and all items contained in the Quality Documents and to make any changes that may be required in order to satisfy any project requirements, drawings, or specification or any regulatory or statutory obligation. As well, the Organization shall review any and all suggested Quality Documents as contained herein and shall make any changes required and shall reissue prior to commencement of construction in order to achieve the specified product and/or to provide a safe work site for all workers involved. Ownership and final responsibility for the use of all Quality Documents remains with the Organization.

Note: Send this *Limit of Liability* with any issuance to any subcontractor of the Quality Plan, Work Method, or checklist.

**4.3** It is the sole responsibility of the Subcontractorto review the Work Method and make any changes necessary in order that the Work Method and Checklist conforms to project drawings, specifications and codes.

**4.4** Venders including sub-subcontractors, in the employ of the Subcontractor, supplying product or services, which have quality management implications for the project (per clause 4.2 and notes), shall inherit the applicable quality management obligations of the Subcontractor. The exception to this clause is that QMP 2.5a shall be required of sub-subcontractors, not QMP 2.2c.

**4.4 Note 1:** Per this QMP 2.2c, where the Subcontractor chooses to outsource to a Sub-subcontractor, all requirements stated as Subcontractor requirements shall be deemed Sub-subcontractor requirements. The exception to this clause is that QMP 2.5a shall be required of Sub-subcontractors, not QMP 2.2c.

**4.5** The Subcontractor shall not be relieved of any of its obligations or responsibilities by the assignment of its obligations to Sub-subcontractors or others.

**4.6** No work shall be undertaken on any element of the work for which there are unresolved QMS submission requirements. Work shall not be undertaken until General Contractor (and possibly the Owner’s Rep) has accepted the base portion of the QMS and the specific details (Work Method, ITP, and checklists) for that element of Work.

**4.7** The Subcontractor shall ensure that all workers are familiar with the QMS and Work Methods and their role under it, as well as with the Contract Drawings and Specifications.

**4.8** For all Work Methods, a Work Method Review Meeting per QMP 4.2 shall be organized by the Subcontractor or the Sub-subcontractor, with the following parties invited and with reasonable notice provided:

* GENERAL CONTRACTOR personnel
* Owner’s Representative
* Subcontractor supervisor(s)
* Foreman and crew or crews from the organization responsible for the work
* Representatives may be invited from other appropriate groups, i.e. construction, engineering, quality control, testing firm, safety, and environmental (as required)

The Subcontractor (or Sub-subcontractor) performing the Work Method Review Meeting shall notify GENERAL CONTRACTOR in advance (5 working days for work on-site and 8 working days for work off-site).

The Work Method Review Meeting shall be completed and any revisions to the WM provided to crews, interested parties, and to GENERAL CONTRACTOR prior to commencement of the activity.

**4.9** Each finalized WM (submitted and approved by both parties) shall provide the required details of HOW the subcontractor shall perform the work.

**4.10** not used

**4.11** “Initial Inspection” per QMP 4.3 shall be performed by the Subcontractor at the first occurrence of each significant process throughout the Project in order to provide confidence that subcontractor Work Method and inspection process meets specification and delivers a product conforming to the specification. The Subcontractor performing the Initial Inspection shall notify GENERAL CONTRACTOR in advance of the Initial Inspection 5 working days for work on-site and 8 working days for work off-site.

**4.12** On-going Inspection: Once the first instance of any product or work has been implemented per the above Initial Inspection, subsequent work needs to be able to perform in the same manner to attain similar conforming results. On-going Inspections by personnel who have experienced previous inspections of the same element shall be required and records developed so as to not miss important elements, and as well to document work performed correctly.

**4.13** The Subcontractor shall provide unrestricted access to all its Quality Management operations and documentation and shall allow GENERAL CONTRACTOR personnel full access at any reasonable time.

**4.14** GENERAL CONTRACTOR will review the Subcontractor's performance of the Work based on the GENERAL CONTRACTOR Quality Audit and field surveillance results, and by the Subcontractor's Quality inspection and test results - and determine the acceptability of the Work.

**4.15** Work failing to meet the conditions of the Contract shall be considered Nonconforming Work. GENERAL CONTRACTOR may consider all Work subsequent to the last acceptable quality inspection or test as Nonconforming Work.

**4.16** The Subcontractor shall not be entitled to payment for Work that is Nonconforming. See items 10.3.5 and 10.4.3 for additional clarity.

### 5. QC and/or QA testing

**5.1** Discussion: QC Testing is typically performed by the party (Contractor) doing Quality Control and QA Testing is typically performed by the Owner’s Rep doing Quality Assurance Testing. This section now identifies a third level, the Subcontractor that shall be doing QC Testing and General Contractor shall be doing QA testing at their discretion. This section shall be reviewed (prior to subcontract signing) by the parties that are responsible for and pay for QC and QA Testing.

**5.2** QC Testing – Third party testing company (testing company): Work requiring testing per drawings and specs shall be hired by the Subcontractor and report to and be paid for by the Subcontractor, unless otherwise agreed to and provided for in the Subcontract Agreement. Reporting of QC Testing results shall be made available to Subcontractor, General Contractor and to the Owner’s Rep within 1 day of completion of testing.

**5.3** Quality Assurance Testing (QA Testing) shall be carried out by an independent (third party) testing company (QA Testing Company) to be hired by GENERAL CONTRACTOR and reporting to GENERAL CONTRACTOR with notification to the Subcontractor. Typically, the QA Testing will be performed on elements of QC testing to confirm that QC testing is performed without bias.

**5.4** The Testing Companies, (both QC testing and QA testing) shall be certified to perform all testing to the required standards.

**5.5** For critical testing, side by side comparison testing (QC and QA testing) may be requested – as a method of Audit, by either the Subcontractor or by GENERAL CONTRACTOR.

**5.6** Testing results must represent actual operations and results shall be reported accurately and in a timely manner as required by the Contract.

**5.7** All testing equipment shall be calibrated, properly maintained, and in good operating condition.

**5.8** The Subcontractor is responsible for providing scheduling (notice of test with reasonable notice in advance) to the Testing Company, and other relevant stakeholders to the activity.

### 6. QMS Submission Requirements

**6.1** Per previously identified submission requirements: Quality Plan, Work Methods, Inspection Test Plans, and Inspection Checklists require submissions.

**6.2** The Subcontractor shall provide all resources and take all actions necessary to ensure:

**6.2.1** All testing and inspections are performed in accordance with Contract Requirements and applicable industry standards.

**6.2.2** Nonconformance Submission (notification) to GENERAL CONTRACTOR within twenty-four (24) hours or 1 business day, for all inspection and tests that indicates non-conformance of the material being tested.

**6.2.3** Production of reports for all inspection and tests that indicate conformance: The objective should be for thorough reporting, with a well-organized reporting and filing structure, reporting such that every submission is potentially final (subject to General Contractor review and agreement, and subject to Owner’s Rep agreement to this “as you go” provision of records) and not requiring end of project resubmission. Under the above scenario, weekly submissions of records showing conformance are required. Conforming inspection and test reports shall have signatures and no blank spaces that may indicate incomplete inspection, testing, or reporting. Conforming reports shall be audited, and initialed by Subcontractor or delegate weekly and summarized and available for audit by GENERAL CONTRACTOR, in preparation for handover.

It is strongly recommended to seek the Owner’s Rep buy-in for this record management procedure and for them to audit initially to determine that the resulting record handover process works for them.

**6.2.4** Audit (review) of handover records shall occur at the first availability of the records so that all are in agreement as to the criteria for acceptable records. It is required that audit shall be performed first by the Subcontractor, and then followed by the GENERAL CONTRACTOR.

**6.2.5** Organization, compilation, summarization in a logical manner and submission of all project quality records as the project progresses, and within (30) calendar days of issuance of the Completion Certificate, or at intervals as agreed between parties to facilitate handover of milestone portions of the project.

**6.3 In addition to the above noted submission requirements, the QMS shall include the following information:**

• the name of the Subcontractor Quality Manager and qualifications establishing a proven capability to provide the specific services required for the Project;

• the names of independent QC testing agencies and their proven capability to provide the specific services required for the Project;

• a listing of QMS staff (including names, qualifications and relevant experience) and their assigned roles and work scheduling and performing quality related duties;

• a list of testing equipment including calibration certificates if applicable to be used for the Work.

**6.4** The QMS shall include an Inspection and Test Plan (ITP) providing hold points (hold the work for GENERAL CONTRACTOR or municipal inspection) and witness points (provide notification to GENERAL CONTRACTOR of the designated time that the work will be ready for surveillance (witness) – but with no requirement to “hold” for GENERAL CONTRACTOR surveillance).

### 7 QMS Submission Requirements- Additional

**7.1** Reviewed and revised QMPs or Work Methods introduced after the start of work will be amendments to the QMS. All amendments require the submittal process as per the original QMS and WM requirements.

**7.2** When materials or equipment are specified by standard or performance specifications, the Subcontractor shall obtain from suppliers or manufacturers independent test reports or test certificates stating that the materials or equipment meet specified requirements. The Subcontractor shall provide documentation of actual testing results.

### 8 Quality Inspection and Audit

**8.1** GENERAL CONTRACTOR (and the Owner’s Rep) shall be provided notification and the opportunity to monitor and audit all inspections carried out by the Subcontractor. Sufficient notice of initial inspections and on-going inspections and testing shall be provided to General Contractor (and the Owner’s Rep) by the Subcontractor. Once confidence is gained that inspections are performed correctly and yield conforming results, monitoring frequency may be reduced to spot check inspections at a frequency deemed appropriate, but requirements for notification and the opportunity to monitor and audit all inspections carried out by the Subcontractor shall remain in place.

**8.2** The objective of GENERAL CONTRACTOR Quality Audits is to have an independent evaluation of the performance of the Subcontractor’s QMS resulting in a proactive approach to avoiding or reducing quality issues. Also, the purpose of GENERAL CONTRACTOR Quality Audits is to ensure that QMS procedures are available, being followed and the resulting products conform to Contract requirements.

**8.3** GENERAL CONTRACTOR Audits will provide a performance assessment of how well the Subcontractor’s actual construction and project management processes comply with the Contract Requirements and the Subcontractor QMS.

**8.4** GENERAL CONTRACTOR Auditor(s) shall be allowed unrestricted access to all activities, testing, and documentation of the work done by the Subcontractor, their agents, subcontractors, and suppliers.

**8.5** Where the audit can be called a system audit of Subcontractor processes, reasonable notice will be provided to auditees so that preparations and process can be efficient.

### 9 Inspection by GENERAL CONTRACTOR

**9.1** General Contractor will monitor the Subcontractor's operations and QMS to ensure the standards and terms of the contract regarding quality are being met.

**9.2** The objective of field inspection is to verify the Subcontractor’s implementation of Work Methods, Inspection and Test Plans, quality control check lists, Hold or Witness Points, or any other aspect of the QMS. Field inspection is documented and is an integral component of the Quality Audit process.

### 10. Nonconformity Reports (NCR)

**10.1** The Subcontractor and GENERAL CONTRACTOR shall review the Work, or portions thereof to determine if the work is in conformance with the contractual requirements.

**10.2** See QMP 8.3 Nonconformance, OFI, and Deficiency for definition of deficiencies relative to non-conformances and for NC process.

**10.3** Subcontractor's Internal or External NCRs – any observed Nonconformities shall be dealt with as follows:

**1.** Should the Subcontractor's observations or audits indicate that an element of the Work is not in conformance, the Subcontractor shall issue a Nonconformity Report (NCR) (with a notification copy to General Contractor, and Owner’s Rep), including a response time for effective resolution.

**2.** The Subcontractor will implement an NCR tracking process to monitor the status of all NCR’s initiated by either the Subcontractor or GENERAL CONTRACTOR.

**3.** An NCR summary must be included in the monthly Quality Management report to GENERAL CONTRACTOR.

**4.** The party(s) responsible for the noncompliant Work shall respond to the Subcontractor, General Contractor, and Owner’s Rep with a proposed resolution to the Nonconformity. A copy shall also be submitted to GENERAL CONTRACTOR and the Owner’s Rep within the time specified - with the proposed resolution (the fix of the NC) and the Corrective Actions (to prevent recurrence) provided to close the NCR. The Subcontractor shall consult with GENERAL CONTRACTOR regarding these proposed resolutions.

**5.** Payment for the Work itself may be withheld until the NCR issue is resolved. Subcontractor observation and disclosure of NC is required and greatly appreciated and typically, if the Subcontractor is doing a quality job and the QMS is being implemented, payment for NC is optional and can provide good will towards Subcontractor engagement in quality management. Only NC disputes are suggested to result in non-payment until resolution.

**6.** Refer to QMP 8.3 Nonconformance, OFI, and Deficiency for details, report form, and NCR Log.

**10.4 GENERAL CONTRACTOR-Issued NCRs**

**1.** Should GENERAL CONTRACTOR Quality Audit or Surveillance reporting indicate that the Work is not in conformance with drawings or specifications, GENERAL CONTRACTOR will initiate and submit an NCR to the Subcontractor which will include a response time for a proposed resolution and Corrective Actions.

**2.** Within the time specified in the NCR, the Subcontractor shall submit a proposed resolution and Corrective Action to prevent reoccurrence of the NCR.

**3.** Payment for the Work found by General Contractor to be nonconforming shall be withheld until the NCR issue is resolved.

4. Owner’s Rep NCRs: [The Owner’s Rep may well have requirements that shall be followed by all parties.]

**10.5 Opportunity for Improvement (OFI)**

**1.** Should a Quality Audit indicate that the Work is at risk of non-conformance, (or is not in conformance but with a variance deemed minor) by GENERAL CONTRACTOR, he may issue an Opportunity for Improvement (OFI).

**2.** The Subcontractor shall review the OFI findings and undertake such modifications to the QMS and/or QMP or Work Methods as necessary to address the issue.

**3.** An OFI will not affect payment for Quality Management or for the Work itself.

**10.6 Appeal**

**1.** If the Subcontractor has not notified GENERAL CONTRACTOR of a dispute concerning the initiation of an NCR within 5 business days, the Subcontractor is deemed to have accepted the NCR. If the Subcontractor disputes the validity of a finding or NCR, the Subcontractor may file an appeal with GENERAL CONTRACTOR. GENERAL CONTRACTOR and the Subcontractor will use all reasonable efforts to refine the area of dispute and to resolve the dispute in conformance with the Contract.

**2.** If GENERAL CONTRACTOR and the Subcontractor cannot come to a mutually agreeable resolution within 5 business days, the Work that is the subject of the NCR shall be re-evaluated by an independent third party, selected by GENERAL CONTRACTOR in consultation with the Subcontractor, at a test frequency equivalent to or more frequent than that specified in the Contract, or to such other frequencies as may be mutually agreed between General Contractorand the Subcontractor.

**3.** If the appeal testing confirms the nonconformity determination, all appeal testing costs will be borne by the Subcontractor. If the appeal testing shows that the Work does meet the requirements of the Contract, all appeal testing costs will be borne by GENERAL CONTRACTOR.

### 11. Payment

**11.1** The rates agreed in the Contract shall include the full compensation for all costs related to Quality Management requirements in the Contract.

**11.2** Payment for quality management will be made on a monthly basis, prorated for the percentage of the total Work completed as determined by General Contractor subject to the Subcontractor being compliant with the requirements of this Section and with Contractor QMS.

**11.3** General Contractor may deduct an amount from any monthly payment so computed for Quality Management work required but not satisfactorily undertaken during that month. General Contractor may also reduce the total Lump Sum payable by the value of any Quality Management work required but not satisfactorily undertaken during the Term of the Contract. The foregoing determinations will be the sole discretion of General Contractor.

**11.4** Inspection and/or testing by General Contractor will be at General Contractor’s cost. However, re-inspection or re-testing by GENERAL CONTRACTOR for repaired or reworked nonconformities will be at the Subcontractor's cost. Work that is deemed Unacceptable will not be eligible for payment.

**11.5** The Completion Certificate will not be issued if there are any unresolved Non-Conformity Reports.

### 12. QMP 2.2c Addendum – Subcontractor Quality Manager’s Responsibilities

**12.1** The QMS shall describe how the Quality Management staff are generally allocated to project activities, and how their work will be coordinated.

**12.2** Without limitation, the Subcontractor Quality Manager shall:

1. implement, maintain and ensure the effective operation of the Subcontractor Quality Management System (QMS);
2. develop (or delegate responsibility internally for development of) Work Methods, ITPs, and quality control checklists for each element of the Work in sufficient detail to gauge conformance with all contractual requirements;
3. be responsible for measuring conformance with all aspects of the Contract and QMS;
4. verify that all testing equipment is properly calibrated, maintained and kept in good working order;
5. review construction drawings, and shop drawings, and ensure that all affected Contractor’s staff have current versions of documents applicable to their part of the Work;
6. ensure GENERAL CONTRACTOR is informed of any upcoming hold or witness points identified in the ITP at least 2 business days prior to the event.
7. ensure the requirements for Quality Management (including contractual specifications for the Work, and Work Methods) are known to, understood by, and adhered to by all workers of their organization;
8. organize, schedule in advance, chair, and document Work Method Review (pre-construction) meetings prior to any new activity being conducted on-site (or off-site) with timely notification (as noted per other places in this specification) to the General Contractor.
9. organize Initial Inspections at the commencement of any new activity being conducted on-site with contractor (or subcontractor) parties performing the work and with timely notification and invitation (as per other places in this specification) of General Contractor.
10. ensure that all QC checklists are complete, no blank lines, and signed-off by Subcontractors’ responsible personnel;
11. review, initial, and be responsible for all inspection and test reports, and other required reports;
12. monitor QC testing and inspection procedures including those of the Sub-subcontractors, with Sub-subcontractors also required to produce their own inspection checklists (and Work Methods) and for inspection and sign-off of those checklists;

13. consult with field inspectors regarding materials and testing issues;

14. receive timely notification from Sub-subcontractors and issue timely notification to General Contractor regarding non-conformances or deficiencies, follow the rules laid out per NC in section 10, and per the item immediately following this one;

15. initiate the Nonconformity process when materials or products do not meet the required specifications, and immediately (within 24 hours) inform (notify) GENERAL CONTRACTOR of such non-conformance;

16. consult with GENERAL CONTRACTOR and provide proposed Resolution (the fix) and Corrective Action (to prevent reoccurrence) on Nonconformities found in the work;

17. respond to each Nonconformity Report (NCR) issued by the Subcontractor or GENERAL CONTRACTOR, within the time specified in the NCR;

18. work directly with GENERAL CONTRACTOR on matters related to Quality Management;

19. keep an organized filing system to ensure that quality records are easily accessible so that auditors can obtain necessary information;

20. notify GENERAL CONTRACTOR of any changes in survey layout, location, line, grade for approval;

21. organize, chair and document weekly or bi-weekly Quality Management meetings with GENERAL CONTRACTOR.

22. provide weekly and monthly summary reports on testing and inspection results;

23. prepare and submit a monthly (on the first work day of the month) QMS summary report to General Contractor listing the QC, QA and Audit activities performed, upcoming Work Methods to be initiated, and the status and disposition of NCR’s and Corrective Actions taken.

**[End of QMP 2.2c]**