

**Invitation to Tender  
General Service**

NCC FILE NO.  
NO DE DOSSIER DE LA CCN: **NR55**

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:</p> <p><b>Nathalie Rheault</b> TEL - TÉL: 613-239-5678 ext. 5080 E-mail : nathalie.rheault@ncc-ccn.ca</p>	<p><b>NCC CONTRACT NO.:</b></p>
<p><b>RETURN ORIGINAL</b> Submit tender on this form and return it to: <b>RENOYER L'ORIGINAL</b> Veuillez soumissionner en vous servant de la présente formule et la retourner au:</p>	<p><b>BID CLOSING/CLÔTURE DE L'OFFRE:</b> <b>September 23, 2013 at 3:00 p.m. Ottawa time</b></p> <p><b>Senior Contract Officer – Nathalie Rheault</b> <b>National Capital Commission/Commission de la capitale nationale</b> <b>Procurement Services/Services de l'approvisionnement</b> <b>40 Elgin Street/40, rue Elgin</b> <b>3rd Floor/3e étage</b> <b>Ottawa, Ontario K1P 1C7</b></p>
<p><b>DESCRIPTION OF SERVICES:</b> To provide all goods and services related to the "<b>Rideau Canal Skateway – The Installation and Removal of Stairs and Access Ramps</b>" project, as per the attached drawing and specifications.</p>	<p><b>DELIVERY LOCATION:</b> Ottawa, ON</p>

1. OFFER

1.1. The undersigned tenderer (hereinafter called the "Contractor" hereby offers to the National Capital Commission (NCC) to furnish all necessary tools, plant services, materials and labour to execute and complete in a careful and workmanlike manner the work as set out under the "Description of Works" hereon, which is more particularly described in the Plans and Specifications attached for the **Annual fee** as set out in clause 4 on page 2.

2. GENERAL AGREEMENT The Contractor agrees:

**The service contract will be for a period of three (3) years beginning upon contract award.**

- 2.1. to provide at his own cost the following securities:
  - (a) with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **10%**;
  - (b) upon notification of acceptance of tender if requested to do so, a Performance Bond for **50%** of the value of the contract and a Payment of Labour and Material Bond for **50%** of the value of the contract or "Cash" in the amount of **20%**;
- 2.2. that this Offer and Agreement, the Plans and Specifications referred to in Clause 1 above, the instructions to bidders, the general conditions, occupational health and safety requirements, security requirements and the Supplier – Direct payment and tax information form and all Addenda shall be and are the complete tender and this offer is made subject to the provisions contained therein.
- 2.3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the NCC.

- 2.4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the NCC, constitute a binding contract between the Contractor and the NCC.
- 2.5. Bonds shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027&section=text#L>

### 3. SECURITY REQUIREMENTS

- 3.1. Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, the Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.
- 3.2. For this contract, it was determined that the NCC shall require **Reliability status**. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence.
- 3.3. The supplier shall appoint a Company Security Representative which will act as liaison with the NCC Corporate Security to ensure coordination of the screening process.
- 3.4. The NCC shall process the clearances once the individuals have been identified.

### 4. TENDER

- 4.1. The Contractor agrees that the following is the **fixed fee for year 1** referred to in clause I on Page 1.

**Bidder to transfer Grand Total amount (including taxes) from  
the Price Form Fixed fee for year 1- Appendix 2**

\$

- 4.2. **The basis of award is low total cost to the NCC for the total tender for the 1<sup>st</sup> year including taxes.**
- 4.3. I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price: \_\_\_\_\_ (Bidder to enter number of addenda issued, if any)
- 4.4. The NCC reserves the right to not accept the lowest or any of the tenders submitted, to cancel this tender, and/or to reissue the Tender in its original or revised form. The NCC also reserves the right to negotiate with the successful tenderer and or all tenderers
- 4.5. **Enquiries regarding this tender must be submitted in writing to the following: Senior Contract Officer, Nathalie Rheault, telephone number - 613-239-5678 ext. 5080, facsimile number - 613-239-5007 or e-mail address – [nathalie.rheault@ncc-ccn.ca](mailto:nathalie.rheault@ncc-ccn.ca) as early as possible within the solicitation period. Except for the approval of alternative materials as described in the General Instructions to Bidders, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed ONLY to**

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the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

**Tenders received after the closing date and time will not be accepted.**

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).

**Contractor's Name and Address – Nom et adresse de l'entrepreneur**

Telephone no.  
No. de téléphone : \_\_\_\_\_  
  
Fax no.  
No. de télécopieur : \_\_\_\_\_

\_\_\_\_\_  
Print Name - Nom en caractère d'imprimerie

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature – Signature du témoin

Accepted & executed on behalf of the NCC this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the presence of

**NCC CONTRACT OFFICER SIGNATURE /  
SIGNATURE DE L'AGENT AUX CONTRATS DE  
LA CCN**

**WITNESS SIGNATURE / SIGNATURE DU  
TÉMOIN**

**INVOICING:**

Send the original invoice and 1 copy to:

**Accounts Payable  
National Capital Commission  
202-40 Elgin Street  
Ottawa, ON K1P 1C7**

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

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

**FACTURATION :**

Envoyer la facture originale et 1 copie par la poste à :

**Comptes Payables  
Commission de la capitale nationale  
40 rue Elgin, pièce 202  
Ottawa, ON K1P 1C7**

Ou par courriel à l'adresse suivante: [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) .

**Afin de vous assurer d'un règlement rapide, veuillez préparer votre facture selon les prix cotés. Des erreurs dans la facturation peuvent causer des retards de paiement. Nous vous prions de soumettre votre facture à l'adresse mentionnée ci-dessus et indiquer clairement le numéro de bon de commande.**

## Additional Clauses for Standing Offer Agreement

### **Rideau Canal Skateway – The Installation and Removal of Stairs and Access Ramps**

#### **1.0 Introduction**

The National Capital Commission (NCC) wishes to retain the services of qualified firms for the **Installation and Removal of Stairs and Access Ramps for the Rideau Canal Skateway** on an "as and when requested" basis under a Standing Offer Agreement (SOA).

The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime consultant/sub-consultant relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference.

#### **2.0 General Instructions**

##### **2.0.1 SOA duration**

The duration of the SOA is for a period of three (3) years from tender award. The unit price proponents quote in *Appendix 2-A* the "SOA rates" form will be applicable for the first year of the contract. The following years the contractor's rates will be increased by the rate of inflation for consumer price index for the City (Ottawa-Gatineau) see section 2.16 of the terms of reference.

The NCC reserves the right to **terminate** the SOA should the firm show repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-consultants / specialists.

##### **2.0.2 SOA expenditure limits (per purchase order and estimated expenditure)**

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$7,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from any firm when the initial estimate of the work exceeds \$7,000 CDN all inclusive.

The estimated expenditure for the resulting Standing Offer Agreement will be \$60,000.00 on CDN. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.

##### **2.0.3 Purchase Orders (Call-ups)**

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-consultants / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.
- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.

- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOA is in place, individual project requests for work will be handled as *purchase orders* (or *callups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent, their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. The NCC cannot guarantee the number of purchase orders SOA firm will receive in any given year.

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

#### **2.0.4 Billing the NCC**

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

Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and **authorised by the NCC in advance of the execution of the work**. The NCC cannot guarantee there will be compensation for extra work undertaken without prior written authorisation.

For each invoice/billing submitted to NCC, SOA firm shall:

- Supply a current accounting of time-costs resulting from the SOA firm's work on the call-up, as well as all approved related project costs and sub-consultant costs;
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the 'call-up' contract amount, and the fee billed to date against that contract amount;
- Clearly identify the call-up number on their invoices

To ensure good project communication, it is recommended that SOA firm advise the NCC Project Manager when 75% of the purchase order costs have been incurred.

The NCC will hold back 15% of the contract value for incomplete work such as: final and "as-built" files; editable text files; and complete commissioning documentation including the provision of linked photographic files. All files must be named in accordance with the predefined file naming format.

# *Rideau Canal Skateway*

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## *The Installation and Removal of Stairs and Access Ramps*

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Terms of Reference NCC NR55

August 2013

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## **1.0 Purpose**

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The National Capital Commission is proceeding with a request for tender for the provision of services necessary for the transportation, handling, installation and removal of stairs, access ramps and small support structures necessary for the operation of the Rideau Canal Skateway. The NCC is contracting out the provision of these services with the objective of obtaining high standards of service excellence.

## **1.1 Context**

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### **1.1.1 National Capital Commission**

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The National Capital Commission (NCC) is a Crown Corporation of the Government of Canada responsible for the planning, development, preserving, safeguarding and promotion of Canada’s Capital.

### **1.1.2 Rideau Canal Skateway**

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The pride of Canada’s Capital Region is the Rideau Canal, which stretches 202 kilometres from Ottawa to Kingston. It was designated as a World Heritage Site by UNESCO (United Nations Educational, Scientific and Cultural Organization) in June 2007. Each winter a portion of this historic waterway is transformed into the world’s largest skating rink. Crowds of skaters and outdoor enthusiasts from all over Canada and the world, enjoy the 7.8-kilometre ice surface that winds through the heart of Ottawa. In 2005, Guinness World Records confirmed that the Rideau Canal Skateway (RCS) was indeed the “Largest Naturally Frozen Ice Rink in the World” with 165,621 square meters of skating surface.

The RCS celebrated its 43rd skating season in 2012, yet it is so much more than just a skating rink. You’ll find concession stands and other services including skate and sled rentals, shelters and rest areas. The Skatetrack also serves as centre stage for Winterlude, the Capital’s internationally renowned festival and North America’s greatest winter celebration.

The skating season may start in early January, weather permitting and when the ice thickness standards have been reached. The NCC Ice Safety Committee experts assess the ice thickness before the official opening of the RCS can be announced. This Committee continuously monitors ice conditions throughout the skating season and during special events.

## **1.2 Term of Contract and Scope of Work**

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### **1.2.1 Term of Contract**

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This Contract is for a three (3) Year Term commencing on signing of the Contract and ending June 29, 2016. During an average season, the RCS opens in early January and closes within two (2) weeks after the end of Winterlude. The decision to open or close the RCS, in whole or in part, is taken unilaterally by the NCC, at its entire discretion and for any reason(s) deemed appropriate.

### **1.2.2 Scope of Work**

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The Work involves the transportation, handling, installation and removal of stairs and ramps necessary for skater, pedestrian and vehicle access to the Rideau Canal skateway and its facilities.

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SECTION 1 – Introduction

The Work required is summarized below, but not limited to the following:

- The handling, transportation, lifting, installation and removal of the Components described in section 4 of the Contract.
- To supply qualified personnel as required in order to execute the Work contained herein.
- To supply equipment, vehicles, materials and specialized tools as required by the tasks described herein.
- To provide detailed Predictive Maintenance reports as per Section 6.

### 1.3 Contract Boundaries

The Contractor shall provide all services within the geographic boundaries as summarized on the maps presented in Appendix 1 (GIS Maps). Although not included on the maps, it is understood that the NCC warehouses at Woodroffe and Bayview are within the boundaries of this Contract.

## 2.0 Interpretation

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This section contains the typical terms and conditions of this Contract.

### 2.1 Definitions

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In this Contract, the following words, when presented with the first letter in upper case shall have the corresponding meaning:

**“Act”** means the National Capital Act, R.S.C. 1985, c. N-4 as amended and the regulations enacted thereunder.

**“Applicable Laws”** means, at any time, with respect to any Person, property, transaction or event, all then applicable laws, by-laws, statutes, regulations, treaties, judgements, decrees and (whether or not they have the force of law) all then applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or Persons having authority over any of such Person, property, transaction or event and includes all Environmental Laws.

**“Bayview”** means the NCC warehouse facility located at 80 Bayview Road in Ottawa.

**“Business Day”** means Monday to Friday inclusive, statutory holidays in the Province of Ontario excepted. This definition applies to contract management, but is not applicable to the Work to be performed by the Contractor pursuant to this Contract.

**“Business Hours”** means the hours between 8 a.m. and 5 p.m. on any Business Day. This definition applies to contract management, but is not applicable to the Work to be performed by the Contractor pursuant to this Contract.

**“CBD”** means Colonel By Drive.

**“Chalet(s)”** means a building that is temporarily installed on the RCS to provide washroom and shelter facilities for skaters on the RCS.

**“Component”** means a constituent part of a System or a whole, which may or may not be part of an asset. Notwithstanding the aforementioned, a Component may also function on its own, independent of the System(s) in which it is a Component.

**“Condition based monitoring”** or **“CBM”** means observing and reporting (Monitoring, testing, etc.) the state of a System and its Components in order to determine when/if Maintenance is actually necessary.

**“Contract”** means the contract entered into between the Successful Contractor and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Contractor agrees to perform all of the specific services in accordance with the standards of performance set out in the Contract, and other matters arising out of the successful Tender and accepted by the NCC, if any.

**“Contract Management Officer”** or **“CMO”** means an NCC employee or delegate whose function is to monitor the Contract on behalf of the NCC.

**“Contractor”** means the proponent.

**“Emergency Communication Services”** means the NCC 24-hour Emergency Communication Service (24 HECS) available 365 days/year at 613-239-5353.

**“Employees of the Contractor”, “Contractor’s Employees”, “Personnel of the Contractor”** and **“Contractor’s Personnel”**, whether in upper or lower case, all mean any person employed by the Contractor and include dependent contractors and any subcontractors of the Contractor as well as their employees.

**“Environmental Laws”** means:

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SECTION 2 – Typical Terms and Conditions

- i. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- ii. the jurisprudence with respect to environmental law and health and safety law; and
- iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the NCC Environmental Protection Policies Statements set out in Appendix 6), guidelines, orders, approvals, notices, permits, judgements, directives, licences, decisions and requirements, with or without force of law, as they may be amended or replaced from time to time.

**“Event of Insolvency”** means any of the following events:

- (i) if proceedings are instituted by or against the Contractor to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against the Contractor, the Contractor acquiesces in such proceedings, or the Contractor has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors;
- (ii) if a court of competent jurisdiction enters an order, judgement or decree approving a petition or proceedings filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or
- (iii) if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Contractor.

**“Fixed Fee”** means the dollar amount per annum payable by the NCC to the Contractor for each Year of the Term of the Contract.

**“Freeboard”** means the distance from the ice surface to the water level. Freeboard is created because when ice freezes it expands and leaves 10% of its mass above the water level.

**“Force Majeure”** means any of the following events which (i) prevents or materially impairs the performance by one of the parties of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the party: acts of God, earthquakes, tidal waves, hurricanes, windstorms, abnormal climatic conditions, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities.

**“GIS”** means the Geographic Information Systems.

**“Ice Safety Committee”** (ISC) means a group of NCC employees that provide their expertise in monitoring the ice thickness and Freeboard thus making recommendations as to opening and closing of the Rideau Canal Skateway or sections of it as well as special events that take place on the RCS.

**“Maintenance”** means any action taken to keep an asset, a System and/or its Components, in a state where it may be safely utilized for its designed or designated purpose. Notwithstanding the generality of the aforementioned, Maintenance also includes:

- i. **“Predictive Maintenance”** means the application of CBM (see definition) or testing (including Unaided Testing) of assets for the purpose of early detection and elimination of equipment defects that could lead to unplanned downtime or unnecessary expenditures. Generally

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SECTION 2 – Typical Terms and Conditions

speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no process interruption. The purpose of this type of Maintenance is to determine the condition of in-service equipment in order to predict when Maintenance should be performed.

- ii. **“Preventive Maintenance”** means all systematic, predetermined Work performed to a schedule with the aim of preventing the wear and tear or sudden failure of assets or Components. This type of Maintenance is proactive and usually involves the planned replacement of parts or Components based on specifications provided by the manufacturer and/or the NCC and/or as specified in this Contract. For the purposes of this Contract, Preventive Maintenance shall include without limitation such activities as pre-season start-up procedures, regular inspections, Monitoring, etc.
- iii. **“Reactive Maintenance”** means Maintenance required after an event, malfunction or failure. This type of Maintenance is usually triggered by unforeseen events and/or equipment failure and requires immediate response and action from the Contractor as defined in this Contract.

**“Monitor” or “Monitoring”** means the systematic gathering of information and data through observation, Unaided Testing, Condition Based Monitoring or testing on a regular or scheduled basis in order to regulate, control and ensure the functionality of Component(s) and/or System(s). Monitoring can be Predictive and/or Preventive in nature. See Maintenance.

**“NAC”** means the National Art Centre

**“National Capital Region”** (NCR) has the meaning ascribed thereto in the Act.

**“NCC”** means the National Capital Commission and its successors and assigns.

**“NCC Records”** means any records in the custody of the NCC in existence on the commencement date of the Term, pertaining to the Subject Matter and all information, data and records prepared by the Contractor during the Term in relation to the Subject Matter and all reports of same including any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, videotape, digitally recorded data, and any other documentary material, regardless of physical form or characteristics.

**“Off-peak”** (hours) designate times when traffic and recreational pathway users are least likely to be disrupted by RCS operations and Contractor activities. **“Peak”** hours are weekdays from 0700 to 0930 and from 1530 to 1800. Off-peak periods also include weekends and holidays.

**“Person”** means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body.

**“QED”** means Queen Elizabeth Drive

**“RCS”** means the Rideau Canal Skateway.

**“Standing offer agreement”** (SOA) is an agreement by which a Contractor agrees to supply goods and/or services, as requested by the NCC, for a specific period of time, at prearranged prices and as per the applicable terms and conditions set out in the agreement.

**“Subject Matter”** means the Rideau Canal, lands, buildings, fixed and portable assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

**“Successful Contractor”** means the Contractor, if any, to whom the NCC has awarded the Contract.

**“System”** means a set of interacting and/or inter-dependent Components forming an integrated whole.

**“Term”** means the period commencing upon the signing of this contract and terminating as per 1.2.1.

**“Terms and Conditions”** means the Contract and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions referring to these Terms and Conditions; unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

**“Unaided Testing” or “Unaided Inspection”** refers to methods of testing or inspection that involve the senses of sight, smell, sound and touch. Instruments that are used as part of Unaided Inspections generally augment the Contractors senses, as previously listed.

“**Winterlude**” means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) usually beginning on the first Friday of February.

“**Woodroffe**” means the NCC warehouse facility located at the Greenbelt Research Farm, 1740 Woodroffe Avenue in Ottawa.

“**Work**” means the whole of the goods, services, materials, equipment, matters and things required to be done, or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract.

“**Year**” means for the first term, the period following the signature of the Contract and terminating on March 31<sup>st</sup>. For year two, a period of twelve consecutive months, from April 1<sup>st</sup> of one calendar year to March 31<sup>st</sup> in the next calendar year..

## 2.2 Extended Meanings

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### 2.2.1 Governing Laws and Forum

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This Agreement shall be governed by, construed and interpreted in accordance with the applicable laws in force in the province of Ontario. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

### 2.2.2 Currency

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Except where expressly provided to the contrary herein, all monetary amounts in this Contract are stated and shall be paid in Canadian dollars.

### 2.2.3 Severability of Provisions

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Each of the provisions contained in this Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

### 2.2.4 Entire Contract

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When duly executed by the Contractor and the NCC, the Contract shall constitute the entire Contract between the parties pertaining to the Subject Matter. There shall be no warranties, representations or agreements between the parties in connection with such Subject Matter except as specifically set forth or referred to in the Contract. All the provisions of the Contract shall be construed as covenants and agreements. Except as expressly provided in the Contract, no amendment, or waiver of any provision of such agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Contract shall constitute a waiver of any other provision and no waiver of any provision of such Contract shall constitute a continuing waiver unless otherwise expressly provided.

### 2.2.5 Headings & Table of Contents

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The inclusion of headings and table of contents in this Contract is for convenience of reference only and shall not affect the construction or interpretation of the provisions set out in this Contract.

## 2.3 Alterations

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### 2.3.1 NCC Termination Right

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Pursuant to section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, it is a term of every contract for the payment of any money by the NCC, that payment under the Contract is subject to there being a parliamentary appropriation for the fiscal year in which any commitment under the Contract is due and payable. If there is no parliamentary appropriation, the NCC shall have the right to deliver notice in writing to the Contractor terminating this Contract in its entirety and the NCC shall not be liable for any damages suffered by the Contractor as a result of such termination.

## **2.4 Contractor's Obligations**

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The Contractor agrees to use best practices, in compliance with the Terms and Conditions of this Contract and with any laws in effect during the Term. The Contractor agrees to take, or have taken, any steps required to fulfill his obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully. The scope of the Contract is established by the body of services required in each section. The Contractor will ensure that he provides the services required in each section of this Contract even though individual tasks are not specifically identified but are required to provide the services requested.

### **2.4.1 Payment Schedule**

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The Contractor is required to invoice the NCC for the operations conducted and approved by the NCC. The Contractor will have the right to receive payments within 30 days after the CMO has delivered a certificate indicating that the invoice is authentic and exact, that the Contractor has performed the said Work in a satisfactory manner during the mentioned period and has observed the terms of the Contract.

#### **2.4.1.1 Limitation on NCC Financial Obligations**

---

The NCC shall have no obligation, and the Contractor shall not represent to third parties that the NCC has any such obligation, on account of reimbursement of expenses, overhead costs, administrative expenses, or salaries and benefits of employees, except to the extent that such amounts are included in amounts payable pursuant to Appendix 2.

#### **2.4.1.2 Direct Deposit**

---

Payments by direct deposit are presently available to all companies doing business with the NCC. Should the Successful Contractor be interested in this method of payment, it is to be indicated on the "DIRECT PAYMENT AND TAX INFORMATION FORM" that must be provided prior to award of contract.

### **2.4.2 Conditions Common to Performance of All Maintenance Duties**

---

In addition to the obligations imposed in 2.4, the Contractor agrees that it shall comply with each of the following conditions:

#### **2.4.2.2 Identification**

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All personnel and company vehicles must be properly identified with its company logo. No other logo can be displayed without the written consent of the NCC. The Contractor may also need to identify the NCC as the service provider. If such is the case, the needed materials identifying the NCC as the service provider will be remitted to the Contractor for the Term.

#### **2.4.2.3 Sponsorship, Communication and Marketing**

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During the skating season, the NCC reserves the right to assign certain sponsors to the activities related to the Contract. No compensation will be given to the Contractor for such sponsorship. Also, the Contractor shall not seek any sponsorship, marketing or communication agreement, in writing or otherwise, related to the Subject Matter without the prior written consent of the NCC. Furthermore, no agreement or partial agreement shall be signed before obtaining the written authorization of the NCC. All sponsorship, communication and marketing rights shall be retained solely by and with the NCC. No sponsorship or third party commercial visibility is to appear on any of the contractors assets.

#### 2.4.2.4 Duty to Act in Good Faith

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The Contractor shall act diligently, efficiently, in good faith, in conformity with the requirement of insurers and in accordance with the standards applicable to a prudent owner in performing the duties and services required of it hereunder.

#### 2.4.2.5 Warranty

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The Contractor warrants that he is competent to perform the Work required under this Contract in that he has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the applicable laws as well as the knowledge, skill and ability to perform the Work.

Any Work and/or service provided by the Contractor must be consistent with the established and generally accepted standards for supplies and services of the type covered by this Contract, in full compliance with the requirements and free from defect in material and workmanship.

#### 2.4.2.6 Commitments Made in Contractor's Tender

---

In addition to the obligations contained in this Contract, the Contractor hereby undertakes to fulfil the commitments made in its Tender which is incorporated by reference into this Contract. If there are any inconsistencies between the terms and conditions of this Contract and those set out in the Tender, the document containing the most extensive obligations on the part of the Contractor shall prevail.

#### 2.4.2.7 Work for Others

---

The Contractor shall obtain prior authorization in writing from the NCC before accepting and/or commencing any work for a third party on the RCS subject to this Contract. The NCC shall verify that the work contemplated is not already included under this Contract before providing its authorization.

#### 2.4.2.8 Security Risks

---

The Contractor shall ensure that none of his Employees and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract, constitute a security risk and shall ensure they all complete the NCC's security screening process so that the NCC may obtain a security assessment of that person before he is given access to any site included in this Contract.

## 2.5 Contracting

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## 2.5.1 Limitations on Contracting Authority

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### 2.5.1.1 Authority Linked to Approved Budgets

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The Contractor shall not have, and shall not represent to any third party that it has, any authority to commit the NCC to any expenditure or to enter into any contract on behalf of the NCC unless:

- a) If required pursuant to 2.5.2, the Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- b) The Contractor has complied with the other contractual requirements set out in this document; or
- c) Such Work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Contractor, in damage or further damage to any part or parts of the Subject Matter or to private property adjoining the Subject Matter) in which event the Contractor is hereby authorized to proceed with such Work as is reasonably deemed by the Contractor to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenditure may not extend beyond a period of twenty-four hours from the time of the occurrence unless otherwise approved by the NCC.

Notwithstanding the foregoing, the Contractor shall not have, and shall not represent that it has, the authority to pledge the credit of the NCC nor purport to create any security interest in any property of the NCC in favour of a third party.

### 2.5.1.2 Prohibition

---

The Contractor shall not incur any expenditure or enter into any contract on behalf of the NCC except on an arm's length basis.

## 2.5.2 Sub-Contracting

---

The Contractor shall advise the NCC of any part of the Work that it wishes to subcontract prior to contracting for such Work and shall allow the NCC to review the terms of reference for such contract. If the scope of Work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the NCC, the Contractor shall make any modifications that the NCC requires. Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract.

## 2.5.3 Denial of Agency

---

Nothing contained in this Contract creates any relationship of agency, partnership, joint enterprise or any relationship other than a contractual one. In all respects the Contractor is acting in his own capacity, and all debts and liabilities to third persons incurred by the Contractor are and shall be exclusively for the account of the Contractor.

## 2.6 Accounting & Reporting Requirements

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### 2.6.1 Maintenance of Office & Records

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The Contractor shall keep and maintain at the head or branch office of the Contractor, in the National Capital Region, full and complete information, data and records of its activities and all financial transactions related to the management and operation of the Subject Matter.

### 2.6.2 Ownership & Access

---

All information, data and records prepared by the Contractor during the Term in relation to the Subject Matter, and all reports of same shall be the property of the NCC. The NCC shall have the right at any time or times during the Term and thereafter to unrestricted access to all such information, data, records and reports.

### 2.6.5 NCC Records

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#### 2.6.5.1 Ownership

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The NCC retains ownership of all NCC Records during the Term. For the purpose of clauses 2.6.5 the term “Records” will have the same meaning as is ascribed to the term “Record” in section 1 of the Access to Information Act, R.S.C. 1985, c. A-1, as amended.

#### 2.6.5.2 Control

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Notwithstanding that the Contractor may be permitted to use and keep current the NCC Records relating to the Subject Matter, the NCC shall at all times have control over such files without regard to their location. The Contractor agrees that the NCC shall have unrestricted access to the NCC Records during the Term and thereafter and shall co-operate fully with the NCC in respect of the performance of any obligation imposed in respect of the NCC Records by the Access to Information Act (Canada), the Privacy Act, (Canada), or any other element of Applicable Law.

#### 2.6.5.4 Access by Contractor

---

During the Term, subject to the Access to Information Act, and the Privacy Act, and provided that it is necessary to the performance of the Contractor’s obligations under this Contract, the NCC shall permit the Contractor to have access to and make copies of the NCC Records in the custody of the NCC.

#### 2.6.5.5 Maintenance of NCC Records

---

The Contractor agrees, in respect of NCC Records in its custody, that throughout the Term it shall, at its sole cost and expense:

- i. take such measures as a prudent owner would to protect such NCC Records from damage, destruction, loss or theft, including but not limited to, making regular back-up copies of NCC Records kept in an electronic format;
- ii. ensure that employees who have access to said documents have the required profile and security clearance;
- iii. segregate its own files from the NCC Records in the Contractor’s custody; and
- iv. regularly update such NCC Records to ensure their accuracy and usefulness.

#### 2.6.5.6 Confidentiality

---

The Contractor agrees to ensure the confidentiality of the NCC Records and information contained therein which are in the Contractor’s custody. The Contractor hereby agrees to indemnify and save the NCC harmless from any claim or loss of any kind whatsoever arising out of any breach of the obligation set out in 2.6.5.5 and 2.6.5.6.

#### 2.6.5.7 Return of NCC Records on Termination

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On the expiry of the Term or earlier termination of the Contract, the Contractor shall return the NCC Records, updates thereto, all original leases or agreements and all other documents created during the Term to the custody of the NCC.

### 2.7 Conflict of Interest

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The Contractor agrees to co-operate fully with the NCC in monitoring compliance with the conflict of interest and post-employment code rules promulgated from time to time by the Treasury Board of the Queen’s Privy Council and/or the NCC for matters arising during the Term of this Contract.

#### 2.7.1 Prohibited Transactions

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##### 2.7.1.1 Contract with NCC Employees

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The Contractor agrees that it shall be absolutely prohibited from employing, contracting with, in respect of any part or parts of the Subject Matter, or in any other way entering into a commercial arrangement with any individual that is an employee, officer, or commissioner of the NCC or any member of its advisory committees.

##### 2.7.1.2 Contracting With Related Corporations

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The prohibition set out in 2.7.1.1 extends to any contract or commercial arrangement with a corporation or other business organization in which an NCC employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or in any other way related, as defined in the Canada Business Corporations Act.

##### 2.7.1.3 Exception

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The prohibition in 2.7.1.2 does not apply to contracts with corporations the shares of which are publicly traded, provided that the only relationship that exists between the NCC employee and such corporation is that of shareholder.

### 2.8 Indemnities

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#### 2.8.1 Unconditional Obligation to Perform

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The Contractor covenants and agrees to take, or cause to be taken, such action as may be necessary to cause the Contractor, at all times fully and faithfully, to perform and discharge its obligations under this Contract and each part hereof, and to comply with the Terms and Conditions hereof.

#### 2.8.2 Forbearance Not to Constitute Estoppel

---

No neglect or forbearance of the NCC in endeavouring to obtain payment of any amount required to be made under the provisions of the Contract as and when the same become due, no delay of the NCC in taking steps to enforce performance or observance of the several covenants, provisos or conditions contained in the Contract to be performed or observed by the Contractor, no extension or extensions of time which may be given by the NCC from time to time to the Contractor, and no other act or failure to act of or by the NCC shall release, discharge or in any way reduce the obligations of the Contractor hereunder.

## 2.10 Termination

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### 2.10.1 Termination

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The Contract shall terminate on the expiry of the Term or any extension thereof provided that on the occurrence of an Event of Insolvency or any other default hereunder, the NCC, in addition to such other remedies that it may have hereunder or at law or in equity, may elect to terminate the Contract.

The NCC may also elect to terminate this Contract for reasons related to a Force Majeure, for reasons related to public safety or for reasons outlined in clause 1.2.1.

### 2.10.2 Deliveries on Termination

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On termination:

- i. The Contractor shall within fifteen days thereof deliver a final accounting to the NCC;
- ii. The Contractor shall immediately surrender to the NCC all NCC Records and keys;
- iii. The Contractor shall immediately return to the NCC all portable and operational assets, Equipment and miscellaneous assets owned by the NCC together with an inventory of same, including any additions or replacements to such inventory;
- iv. The Contractor shall immediately return in good working order to the NCC all fixed assets owned by the NCC including any additions or replacements to such inventory.

### 2.10.3 Rights on Termination

---

Any termination of the Contract shall release the parties from any further obligations hereunder, including the obligations of the NCC related to the Minimum Payment, except rights and obligations in respect of amounts owing, or to remedies with respect to any defaults or to matters with respect to which indemnities have been given hereunder.

## 2.11 Default Provisions

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### 2.11.1 Default

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If the Contractor:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract that are to be kept, performed or observed by the Contractor and such failure continues for, or is not remedied within:
  - 1 hour of a verbal notice for public safety situations;
  - 24 hours of a written notice for all others.

If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.

- b) Suffers an Event of Insolvency;
- c) Has made a false representation or warranty;
- d) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or
- e) Delays in the performance of one of a series of periodic services;

RFP NR55 Rideau Canal Skateway – Installation and Removal of Stairs and Access Ramps  
SECTION 2 – Typical Terms and Conditions

then the NCC shall have the following rights and remedies, which are cumulative and not alternative, and are in addition to and not in substitution for any rights or remedies that the NCC may have hereunder and/or pursuant to Applicable Laws:

- i) To remedy or attempt to remedy any default of the Contractor under the Contract for the account of the Contractor. The NCC shall not be liable to the Contractor for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such default and the Contractor shall pay to the NCC all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, together with all of the NCC's reasonable administrative expenses;
- ii) To recover from the Contractor all damages and expenses incurred by the NCC as a result of any breach by the Contractor;
- iii) To terminate the Contract without further notice to the Contractor; in which case the Contractor will not be entitled to claim minimum payment under this Contract ;
- iv) To withhold, in whole or in part, any payments otherwise due to the Contractor hereunder until such default has been remedied;
- v) To set-off from any amount payable under the Contract an amount equal to the value of any obligations not performed or periodic obligations delayed by the Contractor.

### 2.11.2 Remedies Generally

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Mention in this Contract of any particular remedy of the NCC in respect of the default by the Contractor does not preclude the NCC from any other remedy in respect thereof, whether available at law or in equity or expressly provided for in this Contract. No remedy shall be exclusive of or dependent upon any other remedy, but the NCC may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

### 2.11.3 Extended Meanings

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Unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in this Contract. Changes in grammar, gender, number and syntax required by the identity, structure or nature of the parties shall in all cases be assumed as though in each case fully expressed.

## 2.12 General Provisions

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### 2.12.1 Notice

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Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by priority post, personal delivery, facsimile transmission, or electronic mail as hereinafter provided. Any such notice or other communication, if delivered by post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth Business Day following the day on which the notice was sent, if personally delivered shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee, and if transmitted by facsimile transmission or by electronic mail on the next Business Day following the date of transmission. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered or sent by fax or e-mail and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

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SECTION 2 – Typical Terms and Conditions

- a) if to the NCC:  
National Capital Commission  
202-40 Elgin Street,  
Ottawa, Ontario  
K1P 1C7  
Attention: Director, Urban Lands and Transportation
- b) if to the Contractor: At the address and to the person specified in the Contractor's Tender.  
The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in these Terms and Conditions provided or permitted to be given by the NCC to the Contractor or by the Contractor to the NCC.

### 2.12.2 Time of the Essence

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Time is of the essence of these Terms and Conditions and of the Contract.

### 2.12.3 Joint & Several Liability

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If the Contractor comprises more than one Person, the liability of each such Person shall be joint and several.

### 2.12.4 Taxes & Fees

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The NCC shall receive all benefit from input tax credits or rebates attributable to goods and services tax, Quebec sales tax and Ontario harmonized sales tax if applicable.

### 2.12.6 Force Majeure

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Where the performance of an obligation of the Contractor is subject to Force Majeure as defined in 2.1.1, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or Work cannot be performed during the period of the existence of the Force Majeure (see 2.1.1 for definition of Force Majeure).

#### 2.12.6.1 Deduction Where Services Omitted Owing to Force Majeure or Default

In the event that any of the Contractor's obligations hereunder are not performed because of the occurrence of an event of Force Majeure or default, then there shall be no corresponding payment.

### 2.12.7 Paramourcy of Federal Authority

---

Notwithstanding anything contained in this Contract relating to any provincial or municipal statute, by-law, regulation or other enactment, the NCC hereby declares that no such reference shall be interpreted or implied as recognition by the NCC that the Province of Ontario, any municipality, or any other provincial or municipal statute, by-law, regulation or other enactment, has any jurisdiction over the NCC, or the Subject Matter, provided, however, that nothing in this section shall release the Contractor from compliance with any provincial or municipal law as it applies to the Contractor.

### 2.12.9 Successors

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The rights created by this Contract extend to the permitted successors and assigns of each of the NCC and the Contractor, and the liabilities created herein extend to and bind all successors and assigns of each of the NCC and the Contractor.

#### 2.12.10 Representation & Warranty Regarding Authority

The NCC and the Contractor each represent and warrant to the other party that they have full right, power and authority to enter into the Contract and to perform its obligations thereunder.

#### 2.12.12 No Offer

No contractual or other rights shall exist between the NCC and the Contractor as a result of the negotiation of the Contract until all parties have executed and delivered the Contract, notwithstanding that the NCC may have delivered to the Contractor an unexecuted copy of the Contract. Such delivery shall be for examination purposes only and does not and shall not create any interest by the Contractor in these Terms and Conditions and the Contract, or raise any estoppels against the NCC. Execution of the Contract by the Contractor and its return to the NCC shall not create any obligation on the NCC, notwithstanding the lapse of any time interval, until the NCC has in fact executed and delivered the Contract to the Contractor.

#### 2.12.13 Disputes

It is the non-binding intention of the parties that where a dispute arises between the parties in connection with the Contract, the parties shall attempt to resolve the dispute by negotiating in good faith and where possible by retaining an expert to help resolve the dispute, provided that failure to do so shall in no way affect the jurisdiction of an arbitrator to arbitrate such a dispute. Notwithstanding the intention of the parties to negotiate, any bona fide dispute or question arising over any of the provisions of the Contract, its interpretation or effects shall be submitted to arbitration and not to any other forum. Any arbitration proceeding initiated in relation to these Terms and Conditions and the Contract shall be held in Ottawa, and in accordance with the provisions of the *Commercial Arbitrations Act* (Canada) as it may be amended from time to time, and any legislation in replacement thereof. The arbitrators shall determine the process of the arbitration having due regard to the intention of the NCC and the Contractor that the arbitration be completed as expeditiously as possible in all the circumstances. An award by the sole arbitrator or panel of arbitrators, as the case may be, shall be final and binding upon the parties.

#### 2.12.14 Maintenance of Security Measures

The Contractor shall implement and maintain throughout the Term, security measures, as a prudent owner would implement and maintain with respect to its own assets to safeguard NCC assets and information as may be under the Contractor's control from damage, destruction, loss, theft, or unauthorized use.

#### 2.12.15 Tax Status of the National Capital Commission and Income Tax Requirements

##### 2.12.15.1 Sales Taxes

The NCC is a federal crown corporation subject to Federal Goods and Services Tax (GST), Quebec Sales Tax (QST) and/or Ontario Harmonized Sales Tax (HST). These taxes are to be included in all prices quoted by the Contractor. Furthermore, each invoice sent to the NCC must provide and must show the price before taxes. The HST or the GST and QST must be added to each invoice or claim for payment and those taxes are to be shown separately on the invoices. Concurrently,

with the execution and delivery of the Contract, the Contractor shall provide the NCC with the Contractor's registration numbers.

#### 2.12.15.2 Income Tax Requirements

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, the NCC must report on a T1204 supplementary slip payments made under services contracts (including contracts involving a mix of goods and services). The Contractor must provide the NCC with his/her tax account identifiers and supply all other information as requested by the NCC.

#### 2.12.16 Inspection Rights

The NCC shall have access at all times during the Term to all parts of the Subject Matter for the purpose of conducting inspections to ensure that all Maintenance duties are being performed in accordance with the Terms of the Contract.

#### 2. 12.17 Further Assurances

The parties covenant to execute and provide such further assurances as may reasonably be required to give effect to any provision of the Contract.

#### 2.12.18 Conflict between Provisions

In case of any discrepancy whatsoever between parts of this Contract or within a particular section, the part containing the more extensive obligations on the part of the Contractor shall prevail.

#### 2.12.19 Laws, Regulations, By-Laws

All Work pursuant to this Contract shall be performed in accordance with all existing and future federal, provincial and municipal laws, regulations and by-laws. The Contractor shall be responsible for any charges imposed by such laws, regulations and by-laws, and shall be unable to recover any amounts therefore from the NCC.

Without limiting the generality of the foregoing, the Contractor shall be registered and comply with all regulations related to work place health and safety and worker's insurance.

The NCC reserves the right to terminate this Contract if the Contractor does not have all the necessary permits and licenses for the execution of the Work.

The Contractor shall also ensure that all Work accomplished to meet the requirements of this Contract is in accordance with the latest of the applicable codes and standards.

#### 2.12.20 International Sanction

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the National Capital Commission (NCC) cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

The Contractor must not supply to the NCC any goods or services which are subject to economic sanctions.



The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the NCC if he/she is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the NCC in accordance with sections 2.3.1, 2.10.1 and 2.10.3.

#### 2.12.21 No Bribes

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The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any official or employee of the NCC for, or with a view to the obtaining of the Contract by the Contractor.

#### 2.15.25 Standing Offer Agreement (SOA)

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The Contractor must provide Hourly cost/Unit Price for Maintenance Services as indicated in Appendix 2-A. These Hourly costs/Unit Prices must be representative of the calculations used in establishing the financial component of the proposal where applicable. In the absence of provisions specifically dealing with a particular site or activity, these costs will be used as a basis to calculate any increase or savings resulting from additions, adjustments or deletions from this Contract. In addition, the NCC intends to award a Standing Offer Agreement (SOA) to the Successful Proponent for the provision of additional maintenance services not included in the Contract. The SOA shall be based on the rates provided in the Hourly Cost/Unit Price for Maintenance Services form (see Appendix 2-A). The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to the SOA and subsequent call-up purchase orders.

#### **Note**

Appendix 2-A of this Section must be submitted in the Fee Proposal envelope.

### 2.16 Yearly Adjustment to Fixed Fee of Contract

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The NCC shall use the Consumer Price Index (CPI) to adjust on a yearly basis the Fixed Fee of the Contract. The Fixed Fee for the first Year of the Contract shall be the amount as provided by the Contractor and indicated in appendix 2. For subsequent Years of the Contract, the Fixed Fee shall be established as follows:

#### 2.16.1 Year Two of the Contract

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The annual Fixed Fee (excluding taxes) for the second Year shall be based on the annual Fixed Fee (excluding taxes) during the first Year (April 1, 2014 to March 31, 2015) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2013 and December 2014, plus applicable taxes.

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for December 2009 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for December 2008 was 131.6.

% difference =  $((133.9/131.6) \times 100) - 100 = 1.7\%$  increase  
(decrease if % difference is negative)

### **2.16.2 Year Three of the Contract**

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The annual Fixed Fee (excluding taxes) for the third Year shall be based on the annual Fixed Fee (excluding taxes) established for the second Year (April 1, 2015 to March 31, 2016) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2014 and December 2015, plus applicable taxes.

**Note:** The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada’s website at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis02a-eng.htm>, in table “Consumer Price Index by city (monthly) All items for Ottawa-Gatineau”.

### **3.0 Introduction**

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This section identifies the general requirements of the Contract. These activities support the provision of services described in sections 4 (Operational Services) and 6 (Reporting) of the Contract.

### **3.1 Employees**

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#### **3.1.1 General**

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Any employee hired by the Contractor shall be competent and qualified, fluent in one of the two official languages of Canada, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

#### **3.1.5 Replacement of Employees**

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Any employee hired by the Contractor will be relieved of his/her duties and immediately replaced by the Contractor, if in the opinion of the NCC, this employee is unqualified or is acting in a manner contrary to the best interests of the NCC or if the employee does not meet the requirements stated above.

#### **3.1.6 Art of Trade and Certification**

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Furthermore, the Contractor shall respect all trade certification when required by law. Any Work to be performed by the Contractor or by a subcontractor working on behalf of the Contractor must be done in accordance with the art of the trade and must follow any and all guidelines, requirements and specifications as set out by such trade. The Contractor will operate in accordance with all federal, provincial and municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.

### **3.2 Hours of Work**

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All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors. Work hours on sites used for the staging of special events shall be coordinated with the NCC.

### **3.3 Office in National Capital Region**

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It is strongly recommended that the Contractor provide a fully operational administrative office and work site located in the National Capital Region. The Contractor shall use this office as a base of operation to provide all administrative/maintenance management services required in this Contract. The office shall be fully operational for the start of the Contract and remain as such throughout the duration of the Contract.

#### **3.4.1 Vehicles**

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The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any vehicles required for transportation purposes and/or for providing control services as

requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, have no major exterior blemishes or structural anomalies, be exempt of rust and mechanical problems (leaks, fumes, etc.), and shall meet all provincial safety standards. The company name shall be prominently displayed on all road and off road vehicles (including personal vehicles used on Contract related business). The NCC may refuse access to the RCS to any vehicle that, in its opinion, may pose a threat to the environment (leaks and fumes) or the safety of the public. The NCC expects the Contractor to maintain the mechanical integrity and general appearance of his fleet. To this end, the Contractor should keep and maintain a service record for each vehicle, which the NCC may ask to consult at any point during the life of the Contract

Contractor vehicles shall be parked only in designated areas. Parking and driving vehicles on turf areas, snow areas, RCS and pathways must be kept at a minimum. Use of off-road motor vehicles is to be limited at all times exclusively to carrying out the Contractor’s contractual responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf for recreational purposes or any other purposes not required by this Contract.

To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in the wastage of fuel and creation of greenhouse gases (refer to municipal by-laws). When replacing fleet vehicles, the NCC encourages the Contractor to select energy efficient and environmentally responsible equipment (small pick-ups, 4-stroke motors, alternate fuels, etc.). Any repairs or maintenance of vehicles and other assets must be done off NCC property.

### 3.4.3 Assets

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#### 3.4.3.1 General

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The Contractor shall be responsible for the assets (Systems) while they are in his possession when being handled, transported, installed, removed or maintained by his Employees or subcontractors. The Contractor shall be financially responsible for any repairs to the Systems that are required as a result of damage occurring while such assets (Components) are in the Contractor’s possession. The Contractor accepts all Systems “as is” unless he notifies the NCC that a particular asset is in need of Maintenance **and** the NCC acknowledges that fact.

#### 3.4.3.3.2 Storage

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The Contractor shall follow all of the NCC’s asset guidelines and procedures when he/she is required to pick-up assets and material stored at the NCC’s main storage facilities (Woodroffe or Bayview).

## 3.5 Monitoring

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### 3.5.1 Monitoring & Evaluation

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#### 3.5.1.1 Contractor

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The Contractor must identify a supervisor and/or team leader who shall be equipped with a cellular phone and be available to take all calls from the NCC during Business Hours and any time when Work associated with this Contract is taking place.

The Contractor will supply cell phones and walkie-talkies as necessary in order to facilitate communication between the Contractors team leader and other members of his staff during operations on the RCS.

The Contractor will allow the NCC, its officers and agents, to inspect and monitor the Work being performed at all times.

#### **3.5.1.2 Contract Management Officer (CMO)**

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The NCC shall provide a Contract Management Officer (CMO) for this Contract who shall be the Contractor's principal contact at the NCC. The CMO shall make random inspections to ensure that all Contractual obligations are met. The CMO shall inform the Contractor of his/her observations. A formal evaluation shall be conducted twice yearly by the NCC. The purpose of the evaluation is to identify areas of improvement.

#### **3.5.2 Unresolved or Recurrent Issues**

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In the case of any unresolved or recurrent issues, the NCC may at its own discretion record the matter on an unsatisfactory performance report (UPR). The Contractor shall respect and implement all recommendations indicated on the UPR to the full satisfaction of the NCC. For any unresolved or recurrent issues, the NCC may also wish to exercise its rights and remedies under the default clause – see 2.11.

The NCC reminds the Contractor of the importance of compliance with all of the performance standards associated with each of the required services outlined in the Contract.

The Contractor may submit to the NCC a written submission containing any information that the Contractor deems appropriate that the alleged failure or default is in no way the responsibility of the Contractor or of his representatives, of his employees, or of any subcontractor whom he has hired to perform Work.

#### **3.8 Change of Dates**

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The NCC may, at its sole discretion, change deadlines for any operational requirements which are contained in this Contract. The NCC shall notify the Contractor in advance of any changes of deadlines. The Contractor shall modify his/her work plan accordingly and then provide all Operational Services respecting the revised deadlines as determined by the NCC.

#### **3.10 Public Safety**

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The Contractor shall take all necessary precautions and/or measures to provide a safe RCS for the public. This includes ensuring that all Work, activities or operations undertaken by the Contractor to fulfil the obligations of this Contract are accomplished in a manner that does not compromise public safety. Furthermore, the Contractor shall secure any area within the RCS that might (or has) become a safety hazard. Any such incident shall be reported to the NCC in a timely fashion.

#### **3.16 Damage Caused by Contractor**

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### **3.16.1 General**

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The Contractor shall be responsible for any damages that he/she causes to NCC property. Any damage is to be reported immediately to the NCC on an occurrence report.

### **3.16.2 Deadlines**

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Repairs and replacements required as a result of damage caused by the Contractor shall be completed within 48 hours of the occurrence unless otherwise approved by the NCC. If not, the NCC shall conduct the repairs or Replacements at the Contractor's expense. In cases where the safety of the public is threatened (e.g. broken assets, etc.), the Contractor shall rectify the situation immediately.

### **3.17 Environmental Requirements**

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The Contractor shall comply with all relevant federal, provincial and municipal environmental legislation. The Contractor shall also comply with the additional environmental requirements as listed in NCC Environmental Guidelines (Appendix 6). In the event of a toxic spill the Contractor will immediately call the NCC Emergency Service (available 24 hours a day) at 613-239-5353.

### **3.22 Media Relations**

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The Contractor shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC. The Contractor shall not allow for interviews and/or media events not related to NCC matters to take place on the RCS within the boundaries of this Contract without prior approval from the NCC.

### **3.29 Site Accessibility**

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The Contractor must ensure that his/her staff follows all of the access guidelines printed on the vehicle access passes that will have been issued to him by the NCC.

### **3.31 Volunteers**

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The contractor will not be permitted to recruit volunteers to complete the deliverables of this Contract.

## 4.0 Operational Requirements

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The objective of Section 4 is to provide a detailed description of the operational requirements. Although certain inter-related tasks have been grouped together, such groupings may be arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the RFP and not necessarily to dictate the operational sequence of tasks. Information concerning the sequential relation between the tasks is given in Appendix 13.

### 4.1 Work Standards

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Any Work performed by the Contractor that does not respect the operational requirements of Section 4 is considered non-compliant and constitutes an event of default under 2.11 of this Contract.

## 4.2 Installation and Removal of Vehicle Ramps

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### 4.2.1 Description

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There are two (2) vehicle access ramps that are to be installed and removed every season. One is located at the Concord rest area (CBD side) and one at the Fifth Ave rest area (QED side). Each ramp has 4 sections: 2 main ramps and 2 aprons. Pictures and illustrations of the ramps are provided in Appendix 10.

### 4.2.2 Installation

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The installation takes place in mid-October, once Parks Canada has lowered water levels in the Canal. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

### 4.2.3 Removal

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The removal of the ramps takes place in late April. For reasons of safety and in order to minimize impacts on traffic, the ramps are removed during Off-peak hours.

### 4.2.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Install and remove ramps as per the requirements of this Contract.
5. Ensure the swing gates at the top of each ramp are closed and locked and that the appropriate signage is installed on the gates.
6. Ensure the ramps are installed tight to the canal wall and level with the top of the coping of the canal wall. Each section of the ramp is to be fitted tightly to the next in order to avoid gaps.

7. Remove the ramps in reverse order of installation.
8. Ensure the Gravel pad on the canal bottom is level and spread out evenly every spring.
9. Ensure the gravel at the bottom of the Dow's Lake ramp (which is a permanent ramp and not contained in this Contract) is spread out evenly every spring. Every fall, the gravel is to be reworked to allow for a smooth vehicle access to the ice surface.
10. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.2.5 NCC's Responsibilities

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1. Provide vehicle ramps.
2. Provide all necessary signage for gate closures.
3. Provide locks.
4. Review and approve the installation schedule.

#### 4.2.6 Typical Resources Required

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1. One crane, float and pick-up trucks, lifting cables, hardware, ladders, barricades and signage for road and pathway detours.
2. The necessary staff to perform the Work.
3. Cement blocks, wood, clamps, etc.

### 4.3 Installation and Removal of Parking & Ice Access Kiosks

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#### 4.3.1 Description

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The NCC controls access to the ice surface during the skating season. It does so by staffing vehicular access points during weekends and during other peak periods. The NCC also operates a parking facility at Bronson and CBD. In order to provide shelter for its staff, the NCC installs three (3) fibreglass kiosks at three separate locations; one at the 5<sup>th</sup> Avenue ramp, one at the Dows Lake ramp and one at the Bronson parking lot.

#### 4.3.2 Installation

---

Early to mid-January, or as directed by the NCC.

#### 4.3.3 Removal

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One week after the end of Winterlude (end of February), or as directed by the NCC.

#### 4.3.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport kiosks from the Woodroffe Warehouse to the three locations designated by the NCC.
5. Position the kiosk as per NCC's specific instructions.



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6. Level the kiosks and ensure door opens and closes properly.
7. Clean the inside and the outside of each kiosk on the day of the installation.
8. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.3.5 NCC's Responsibilities

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1. Provide the kiosks.
2. Provide direction and/or site plans to clearly indicate the location of the kiosks.

#### 4.3.6 Typical Resources Required

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1. "Tilt-n-load" float or tow chain or crane.
2. The necessary staff to perform the Work.

### 4.4 Installation and Removal of Souvenirs Kiosks

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#### 4.4.1 Description

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During the RCS season, the NCC promotes the sale of souvenirs at (2) two locations on the surface of the ice. In order to shelter its staff and to facilitate the sale of merchandise, the NCC positions two (2) kiosks at locations which may vary from year to year. The kiosks weigh about (1) one ton each and are built on a metal frame with runners.

#### 4.4.2 Installation

---

Early to mid-January, or as directed by the NCC.

#### 4.4.3 Removal

---

Immediately after the official closing of the skating season, or as directed by the NCC.

#### 4.4.4 Contractor's Responsibilities

---

1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport the kiosks from the Woodroffe Warehouse and deliver them to the ice surface of the RCS.
5. Carefully slide (e.g. tilt and load, flatbed, float) or lift (e.g. crane) the kiosks from the transport vehicle onto the ice surface.
6. Pull the kiosks using a 4x4 in order to position them at their final location on the ice.
7. Level the kiosks once on site.
8. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.4.5 NCC's Responsibilities

---

1. Provide the kiosks.
2. Provide direction and/or site plans to clearly indicate the location of the kiosks.

#### 4.4.6 Typical Resources Required

---

1. “Tilt-n-load”, flatbed or float.
2. Tow chains and/or cables.
3. A crane may be required.
4. The necessary staff to perform the Work.

### 4.5 Installation and Removal of Information Kiosks

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#### 4.5.1 Description

---

During the three Winterlude weekends, the NCC provides tourist information and visitor services at three locations on the RCS. In order to offer this service and to shelter its employees, the NCC positions three (3) kiosks on the ice. The exact locations may vary from year to year and will be provided by the NCC prior to their installation. The kiosks weigh approximately one thousand eight hundred (1,800) pounds each and measure 70” x 96” x 98”. The kiosks are built of aluminum and fibreglass on a metal frame, with runners on the underside which allow the units to be positioned once on the ice.

#### 4.5.2 Installation

---

Early to mid-January, or as directed by the NCC.

#### 4.5.3 Removal

---

Immediately after the official closing of the skating season, or as directed by the NCC.

#### 4.5.4 Contractor’s Responsibilities

---

1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport the kiosks from the Bayview facility and deliver them to the ice surface of the RCS.
5. Carefully slide (e.g. tilt and load, flatbed, float), lift (e.g. crane) or forklift (using 6’ fork extensions) the kiosks from the transport vehicle onto the ice surface.
6. If using a crane, the roof signage must be protected by the Contractor in order to avoid any damage from the lifting straps and hardware.
7. Pull the kiosks using a 4x4 in order to position them at their final location on the ice.
8. Level the kiosks once on site.
9. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.5.5 NCC’s Responsibilities

---

1. Provide the kiosks.

2. Provide direction and/or site plans to clearly indicate the location of the kiosks.

#### 4.5.6 Typical Resources Required

---

3. “Tilt-n-load”, flatbed or float.
4. Tow chains and/or cables.
5. A crane may be required.
6. The necessary staff to perform the Work

### 4.6 Installation and Removal of Stairs

---

#### 4.6.1 Description

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There are approximately 32 stair units installed on the RCS each year. Stair units are configured as singles or doubles, depending on the access requirements of the particular location. In order to adapt to the varying heights at each location, stair units come in 10, 11, 12, 13 and 14 step units. See Appendix 1 for a detailed distribution list. Also refer to Appendix 3 for stair unit assembly details and specifications. Each stair unit rests on a Gravel pad. The exact location of stairs and RCS access points may vary slightly from year to year.

The weight of a completely assembled stair unit may vary by  $\pm 90$  kg (200 lbs.). The information below is provided as an example;

A typical 12 step unit weighs 545 kg (1,200 lbs.)

Individual guardrail assemblies weigh 50kg (110 lbs.)

• a double wide, 12 step unit complete with guardrails would weigh 1,290 kg (2,840 lbs.)

545 kg (one 12 step unit)

545 kg (one 12 step unit)

50 kg (outside railing)

50 kg (inside railing)

50 kg (inside railing)

50 kg (outside railing)

1,290 kg

#### 4.6.2 Installation

---

The installation takes place in mid-October, once Parks Canada has lowered water levels in the Canal. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

#### 4.6.3 Removal

---

The removal of the stairs & UA ramps must be completed prior to March 31st. For reasons of safety and in order to minimize impacts on traffic, the ramps are removed during Off-peak hours. Prior to March 31

#### 4.6.4 Contractor’s Responsibilities

---

1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.

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2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Level gravel pads as necessary.
5. Install/remove 32 stair units as per the distribution list provided by the CMO. See Appendix 1 for example of a typical distribution list.
6. Use the lifting frame(s) supplied by the NCC to perform the Work. The Contractor to lift the stair unit as one piece with the railings attached.
7. Ensure all stairs are installed so that there is 2" to 3" of space between the ice-level waterline and the bottom of the lower landing frame, by carefully adjusting the removable legs provided (treads may not necessarily be exactly level:  $\pm 2^\circ$ ).
8. Removable, height-adjustable, socketing legs are provided in modular lengths for convenient stair installation and adjustment (Provide 12"x12" plywood pads for leg to rest on, where gravel is inadequate).
9. Install/remove one ground based stair extension at the Concord rest area (CBD). This small stair extension (refer to Appendix 12) is necessary to allow access from the street level, to the lower level path. This installation is unique and not necessary anywhere else on the RCS.
10. Ensure all stair units are solidly affixed to the canal wall coping, using the materials provided.
11. Install/remove the Dows Lake Pavilion hand rails (2) which are located at the top of the cement steps in front of the Dows Lake Pavilion. The hand rails are affixed using lag bolts which insert into existing shields in the concrete steps. Should the shields be unusable (i.e., plugged, stripped, etc.), it may be necessary for the Contractor to install new ones. If such were the case, the Contractor shall supply the staff and specialized tools to perform the Work. The NCC will supply the materials.
12. Once a staircase is installed, ensure it cannot be accessed by the public, by using the signage and materials provided by the NCC (e.g., metal swing gate, lock and chain, wooden barricade, etc.).
13. Once a staircase has been removed, ensure the canal railings or swing gates are properly closed and secured, using the material provided by the NCC.
14. Ensure all legs and materials used to level the stairs are removed from the canal bottom. Although most of this can be done as the staircases are being removed (prior to March 31<sup>st</sup>), some of the material may still be frozen in ice at the time of removal and therefore require the Contractor to send staff at a later date, once the ice has completely melted, usually in early to mid-April.
15. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.6.5 NCC's Responsibilities

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1. Provide the stairs.
2. Provide the removable legs that allow the adjustment of the lower landing of the stairs.
3. Provide the material required to secure the stairs to the coping of the Canal.
4. Provide the swing gates, chains, locks and barricades necessary to secure the access to the stairs once they have been installed.
5. Provide the regulator signage required at the top of each access point.

#### 4.6.6 Typical Resources Required

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1. Specialized tools as required or dictated by the Work.

2. Crane(s), float(s) and pick-up truck(s), lifting cables & chains, span sets and shackles, ladders, barricades and signage for road and pathway detours.
3. The necessary staff to perform the Work.
4. Cement blocks, wood, clamps, etc.

## 4.7 Installation and Removal of Universal Access Ramps

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### 4.7.1 Description

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The Rideau Canal Skateway is a universally accessible facility. Five (5) UA ramps are installed to allow mobility reduced patrons to access the ice surface and the services that are located there. See Appendix 1 for UA ramp locations. Also refer to Appendices 4, 8 and 9 for UA ramp assembly details and specifications. Each UA ramp rests on a Gravel pad.

The weight of individual UA ramp components can be referenced in Appendices 4 and 8.

### 4.7.2 Installation

---

The installation takes place in mid-October, once Parks Canada has lowered water levels in the Canal. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

### 4.7.3 Removal

---

The base of the UA ramps is usually encased in ice. Therefore, the removal takes place once the ice has melted, generally the last Monday in April.

### 4.7.4 Contractor's Responsibilities

---

1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Level gravel pads and compact as necessary.
5. Install/remove five (5) UA ramps as per the distribution list provided by the CMO. See Appendix 1 for example of a typical distribution list.
6. Install the UA ramps to CSA guidelines, which stipulate the ramp slope must be between 12:1 and 15:1 ratio.
7. Ensure each section is handled with care during the installation and removal. The use of a spreader is mandatory in order to ensure guardrails are not damaged.
8. Supply and use cement blocks, shims and/or 2x4 to level the ramps.  
Once a ramp is installed, ensure it cannot be accessed by the public, by using the signage and materials provided by the NCC (e.g., metal swing gate, lock and chain, wooden barricade, etc.).
9. Once a ramp has been removed, ensure the canal railings or swing gates are properly closed and secured, using the material provided by the NCC.
10. Ensure all materials used to level the ramps are removed from the canal bottom.

11. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.
12. Ensure that access to ramps is prevented with gates or barricade and ensure that appropriate signage is installed at each access points while the Skateway is closed to the public (if signage is missing, install). From the time of installation of ramps in the fall, until their removal in the spring, locks are to be present on all access gates. Gates will be locked whenever Skateway is not open. Once ramps are removed, clamps are to be installed to close all gates.

#### 4.7.5 NCC's Responsibilities

---

1. Provide the UA ramps.
2. Provide the bolts, washers and hardware required to assemble the ramps.  
Provide the swing gates, chains, locks and barricades necessary to secure the access to the UA ramps once they have been installed.
3. Provide the regulator signage required at the top of each access point.

#### 4.7.6 Typical Resources Required

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1. Crane(s), float(s) and pick-up truck(s), spreader(s), lifting cables & chains, span sets and shackles, ladders, barricades and signage for road and pathway detours.
2. The necessary staff to perform the Work.
3. Cement blocks, wood, clamps, etc.

### 4.8 Installation and Removal of Bridge Banners.

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#### 4.8.1 Description

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There are four (4) bridge banners to be installed and removed, at two (2) separate locations; Mackenzie King Bridge and Bronson Bridge. Each bridge banner has a frame made of aluminum box truss frame, over which a PVC or scrim banner is stretched. Each frame measures 2.75 m (9') x 12.2 m (40'). Banners are affixed to specialized brackets which are permanently installed on the upstream and downstream sides of the aforementioned bridges. See Appendix 14.

#### 4.8.2 Installation

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The installation typically takes place in early January, two weeks prior to the opening of the RCS, or as directed by the NCC.

#### 4.8.3 Removal

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The banners are removed as soon as possible after the official closing of the RCS, or as directed by the NCC.

#### 4.8.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Prepare a detailed road closure plan. The plan must be approved by the City of Ottawa and the NCC, no later than two (2) weeks prior to the installation/removal of the banners.

3. Plan and execute the Work in a way that minimizes the impact on traffic, residents and pedestrians. Where dictated by safety concerns or operational requirements, traffic and pedestrians are to be re-directed or detoured as required.
4. Provide the staff and all equipment necessary to secure the work site and execute the road closures e.g. barricades, cones, stop signs, caution tape, etc.
5. Prior to their transport and installation, ensure the banners are securely affixed to the aluminum frame. The Contractors will be asked to re-install or re-fasten at his cost any elements that have been compromised because the fasteners have broken or come apart.
6. Ensure that all cable ties and rope ends are cut and not visible from the front of any structures. The Contractor will ensure the cleanliness of all installations by removing any loose dirt and dust with a damp cloth and a mild soap. The contractor must pick up all debris caused by the installation/removal of the elements (i.e. cable tie ends, rope, etc.).

#### 4.8.5 NCC's Responsibilities

---

1. Provide the bridge banner frames.
2. Provide the bridge banners.
3. Ensure the integrity and functionality of the bridge banner supports.

#### 4.8.6 Typical resources required

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1. Crane(s), float(s) and pick-up truck(s), lifting cables & chains, span sets and shackles, barricades and signage for road and pathway detours and closures.
2. The necessary staff to perform the Work.

### 4.9 Installation and Removal of Chalets Facility Access Ramps.

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#### 4.9.1 Description

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The RCS Chalets facilities are universally accessible. Each facility is fitted with a series of inter-locking platforms which, when assembled and installed, allow patron to access the facilities from the ice surface. The platforms rest on adjustable screw jacks (to level) directly on the ice surface. See Appendix 1 for Chalets distribution and Appendix 15 for photos of the ramps.

#### 4.9.2 Installation

---

The installation takes place during the week prior to the opening of the RCS, or as directed by the NCC.

#### 4.9.3 Removal

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The removal of the ramps occurs during the week immediately after the official closing of the RCS season or, as directed by the NCC.

#### 4.9.4 Contractor's Responsibilities

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1. Transport, handle and install/remove the ramps necessary at each of the NCC's Chalets facilities.
2. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.9.5 NCC's Responsibilities

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1. Provide the ramps.

#### 4.9.6 Typical Resources Required

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1. Float(s) and/or pick-up truck(s).
2. Small tools, pry bars, etc.
3. The necessary staff to perform the Work.

### 4.10 Installation and Removal of 5<sup>th</sup> Avenue Facility Access Ramps.

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#### 4.10.1 Description

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The 5<sup>th</sup> Avenue washroom facility is contained in a trailer specifically outfitted for this purpose. The access ramp and stairs for this facility are unique and not like the ramps described previously in 4.11. The ramp and stairs rest on adjustable screw jacks (to level) directly on the ice surface. Please refer to Appendix 15 for photos of the ramp. The installation of this ramp requires the use of a crane and is similar in scope to the installation of the Dows and Rideau ramps (4.7).

#### 4.10.2 Installation

---

The installation takes place during the week prior to the opening of the RCS, or as directed by the NCC.

#### 4.10.3 Removal

---

The removal of the ramps occurs during the week immediately after the official closing of the RCS season or, as directed by the NCC.

#### 4.10.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installation. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport the necessary Components from the Woodroffe Warehouse to the location designated by the NCC.
5. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.10.5 NCC's Responsibilities

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1. Provide the ramp and stair Components.

#### 4.10.6 Typical Resources Required

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1. Crane(s), float(s) and pick-up truck(s), lifting cables & chains, span sets and shackles, barricades and signage for road and pathway detours and closures.
2. The necessary staff to perform the Work.

### 4.11 Installation and Removal First Aid trailer access Ramps.

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#### 4.11.1 Description

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The platforms rest on adjustable screw jacks (to level) directly on the ice surface. Please refer to Appendix 15 for photographs.

#### 4.11.2 Installation

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The installation takes place in early November, or as directed by the NCC.

#### 4.11.3 Removal

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The removal of the ramps occurs in April, once the ice has thawed sufficiently to allow their removal. Or as directed by the NCC.

#### 4.11.4 Contractor's Responsibilities

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1. Transport, handle and install/remove two (2) ramps, one at each of the entrances to the First Aid trailer.
2. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

#### 4.11.5 NCC's Responsibilities

---

1. Provide the ramps.

#### 4.11.6 Typical Resources Required

---

1. Float(s) and/or pick-up truck(s).
2. Small tools, pry bars, etc.
3. The necessary staff to perform the Work.

**5.0 Section 5 is not applicable to these Terms of Reference**

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## 6.0 Administrative and Operational Reports

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The following section describes all administrative, financial and operational reporting requirements of this Contract. The Contractor must prepare and deliver the reports indicated below, on the dates specified. All reports shall be electronically mailed to the NCC on or before their respective deadline. The Contractor shall be required to make corrections or prepare a new report in cases where the initial report does not meet NCC requirements. The Contractor shall have an extension of the (10) Business Days after the deadline to provide a revised or new report satisfactory to the NCC. The following is a list and brief description of the reports that are required:

### 6.1.1 Predictive Maintenance Reports

---

Predictive Maintenance reports must be completed for the following Components: stairs, UA ramps, vehicle ramps and kiosks. Decisions about maintenance, decommissioning and lifecycle replacement will be made by the NCC based on the fieldwork and reports submitted by the Contractor. The reports are to be co-signed by the Contractor and the NCC. All reports are to be submitted to the CMO on or before April 15<sup>th</sup> of each Contract year. The Contractor is to use Unaided Testing and Condition Based Monitoring techniques (see definitions) in order to assess the condition of the Components and their constituent parts.

Each Component is to be assessed and given a rating of 1 to 5. A rating of 1 indicates all or part of the Component needs to be replaced and a rating of 5 indicates it is like new. Pictures are to accompany the reports, where and when these are necessary or helpful. See Appendix 7.

### 6.1.2 Occurrence Report

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The occurrence report (see Appendix 5) is to be submitted by the Contractor for situations that may affect the overall health and safety of staff and patrons on the RCS (e.g. injuries, accidents, etc.). Occurrence reports must be forwarded preferably by electronic mail (e-mail) to the NCC within 24 hours of the observation. Security related occurrences shall be reported as per 2.12.14.

The response to an incident report will require some judgment on the part of the Contractor. When deemed significant, they will be prioritized in the following order: public safety, environmental impacts, publicly visible areas, and other sites. When in doubt the Contractor should consult with the NCC.

### 6.1.3 Unsatisfactory Performance Report

---

The unsatisfactory performance report is to be commented on by the Contractor each time the NCC completes one for any work included in the Contract that has not been provided or has been provided in an unsatisfactory manner.

### 6.1.4 Carbon Footprint

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At the end of each season, the Contractor must provide the NCC with details of its contract-related activities that contribute to the carbon footprint of the RCS. These data include, but may not be limited to, the following: types of vehicles used and total kilometres traveled for all activities related to this Contract; type of vehicles used and total fuel consumed for activities related to the Contract.

### 6.1.5 Operational Schedules

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RFP NR55 Rideau Canal Skateway – Installation and Removal of Stairs and Access Ramps  
SECTION 6 - Reports

As per section 4, the Contractor must prepare and submit detailed operational schedules for approval by the NCC. The schedules must contain information that clearly communicates to the NCC the sequence and timing of the services being delivered by the Contractor. The information must be presented in a format that allows its distribution internally (NCC) and externally (City of Ottawa, other NCC contractors, Ottawa Police, etc.).

## APPENDIX 2

### Price form

Tasks	Fixed fee for year 1
4.2 Installation and removal of vehicle ramps	\$
4.3 Installation and removal of parking & ice access kiosks	\$
4.4 Installation and removal of souvenir kiosks	\$
4.5 Installation and removal of information kiosks	\$
4.6 Installation and removal of stairs	\$
4.7 Installation and removal of universal access (UA) ramps	\$
4.8 Installation and removal of bridge banners	\$
4.9 Installation and removal of Chalets facility access ramps	\$
4.10 Installation and removal of 5th Ave. facility access ramps	\$
4.11 Installation and removal of first aid trailer access ramps	\$
6.1.1 Predictive maintenance reports	\$

Sub-total \_\_\_\_\_

OHST 13% \_\_\_\_\_

Grand total\* \_\_\_\_\_

**\*Bidder to transmit the Grand Total under section 4 of the Invitation to Tender - General Service (NR55) page 2 of 5**

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 2-A HOURLY COST/UNIT PRICES

### Notes

- To be inserted in the Fee Proposal sealed envelope with the Proponent's quote;
- Hourly rates are to be used for the establishment of a Standing Offer Agreement (SOA – see 2.15.25). The NCC reserves the right not to include certain categories in the Standing Offer Agreement and/or not to establish a Standing Offer Agreement with the Contractor if rates provided below are judged by the NCC to be non-competitive or do not reflect current market rates;
- Rates indicated herein remain fixed for a period of one year. These rates will be adjusted yearly using the Consumer Price Index (CPI) adjustment expressed in 2.16;
- The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to SOA and subsequent call-up purchase orders (see 2.15.25).

Category	Description	Hourly Rate Excluding Taxes
<i>General Labourer</i>	1-person with truck	
	2-person crew with truck	
	3-person crew with truck	
	1 General labourer	
<i>Certified Trade Journeyman</i>	Welder with truck and appropriate tools	
	Carpenter with truck and appropriate tools	
<i>*Equipment</i>	Backhoe/operator. Bucket size _____ m <sup>3</sup>	
	Tandem/operator. Vehicle size _____ m <sup>3</sup>	
	Forklift/operator	
	Truck with float/operator	
	Skid Steer/operator	
	Boom Truck/operator. 22T	
	Boom Truck/operator. 30T	
	Boom Truck/operator. 35T	
	Hydraulic Truck Crane/operator. 35T	
	Hydraulic Truck Crane/operator. 40T	
Hydraulic Truck Crane/operator. 60T		

**\* Specify size of equipment when requested.**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_


Date: \_\_\_\_\_

Rideau Canal Skateway – Installation and removal of Large Assets  
**Appendix 6-F: Occurrence Report**



**Occurrence Report** (emergency, observation, complaint) # \_\_\_\_\_ - \_\_\_\_\_  
 (attach photo/map whenever possible – use back of form as needed)

Initial report forwarded to:	
Completed report returned to:	
Date:	Time:
Site:	
Occurrence Type _____	Region _____ Atlas Sheet _____
Category _____	Sector _____ Component Id. _____
Details (description of incident/complaint/observation, estimate):	
Action taken/required (service contacted):	
Reported by:	Phone #:
Date:	Fax #:
Follow-up Action required:	
Date completed:	
Comments:	
Signature:	Date:

 *Shaded Portion for NCC use only*

## **INTRODUCTION**

The National Capital Commission is dedicated to protecting the natural environment in the National Capital Region as well as the health and safety of residents and visitors to the region.

The NCC's Environmental Strategy provides a focused agenda for environmental leadership in Canada's Capital Region. The strategy builds on the corporation's strong tradition of environmental stewardship and reflects its core mission to build a great capital and create national pride and unity among all Canadians. Its goals center around five key areas for action, all of which will be reflected in the following guidelines. These areas for action are reducing waste, enhancing biodiversity, preventing pollution, leading in environmental practices and combating climate change.

One specific objective of the strategy is to ensure that environmentally sensitive practices are integrated into all maintenance contracts. This Guideline document was prepared to provide NCC's contractors and sub-contractors, land access permit holders and agreement partners with a guide to activities and practices which are appropriate in meeting the NCC's environmental commitments. It is a tool for the planning and implementation of activities on NCC property, designed to assist in developing a better understanding and awareness of the potential environmental effects which arise from normal business activities. Implementation of the practices identified in this Guideline will help to minimize those potential effects and assist in ensuring compliance with applicable environmental regulations.

### ***REGULATORY OVERVIEW***

The NCC is committed to carrying out all of its activities in compliance with all applicable federal, provincial, and municipal acts, regulations, policies, codes of practice and bylaws. Legislative and regulatory tracking is required on a continuous basis to ensure that all activities are performed in accordance with these requirements.

It is the responsibility of all NCC's contractors and sub-contractors, land access permit holders and agreement partners to ensure that they comply with all legislation and regulatory requirements in effect while performing any work or service on NCC land. A list of the acts, and their general provisions, which have been identified as having applicability to the NCC and, by extension, to its tenants, employees and contractors, can be found in Appendix I "**Regulatory Overview**" (*found at the end of this appendix*). **This list should not be taken as exhaustive** and legal advice should be obtained in any situation where questions arise related to compliance with legislation or regulatory requirements.

### ***ENVIRONMENTAL PRACTICES***

The environmental practices outlined in this section provide specific guidance that must be followed by all individuals or contractors performing activities and daily maintenance on NCC properties. These practices are designed to minimize potential impacts on the environment and meet the NCC's environmental commitments. In most cases, a project will entail a number of different practices; therefore, all guidelines should be reviewed before operations begin and precautions should be made where applicable.



In accordance with the NCC's Environmental Strategy, the practices have been divided into five areas for actions.

## **1.0 REDUCING WASTE**

### **1.1 Solid Waste Management**

All contractors and tenants are responsible for collecting, removing, and disposing of the solid waste that they generate and the waste generated on properties for which they are responsible. The NCC is committed to responsible waste management practices, and the reduction, reuse, and recycling of materials. The following requirements must be met in handling and disposing of solid waste.

- All properties must be kept clean and clear of waste. Waste and litter must be collected on a regular basis. All waste must be stored in a covered receptacle prior to disposal.
- All solid waste must be disposed of in accordance with all applicable environmental laws. The contractor must be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, all municipal recycling and composting procedures shall be respected.
- In general, burning of waste is prohibited on NCC property. Branches and cuttings may only be burned on NCC property with prior NCC authorization and with appropriate municipal permits for burning.
- Contractors that provide services to the NCC for recycling disposal must report the total weight diverted from landfills.
- Tenants and contractors shall, to the extent practicable follow green demolition and recycling practices.

### **1.2 Septic Waste Management**

- Septic wastes must be disposed of in municipally approved or licensed facilities.

## **2.0 ENHANCING BIODIVERSITY**

### **2.1 Species at Risk and Protected Habitats**

The NCC has identified 28 valued ecosystems and habitat areas within the National Capital Region that have natural environmental features which, for various reasons, are considered important and/or sensitive to disturbance. These areas have been mapped for the purpose of protecting these valuable resources from impacts caused by development proposals or incompatible activities or land uses. In addition, numerous federally and provincially protected species/habitat areas are dispersed throughout NCC lands (Greenbelt, Gatineau Park and Urban Lands). The following requirements must be met to prevent adverse impacts on these areas and features.

- All activities on NCC lands must have prior approval from the NCC, and contact must be made with the NCC to confirm the presence of species at risk and protected habitats within the vicinity in which work will be undertaken. Any work restrictions or practices which must be taken on the

- site will be determined jointly with the contractor/tenant and the NCC.
- Consult with NCC staff prior to working within Gatineau Park or the Greenbelt to identify those areas where particular attention is required due to the presence of rare or endangered species or their habitats.
- No work will be permitted in wetlands without prior approval of the NCC following consultation with, and authorization from relevant federal and provincial authorities.

## **2.2 *Wildlife Management***

Wildlife management refers to all activities which have the potential to impact wildlife (birds, fish, mammals) or change their natural habitat. Many animals live within NCC property and have specific habitat requirements. Sudden changes, such as drainage of wetlands, cutting of trees or increases of sediment in a stream, or specific impacts, such as loud noise associated with construction projects or maintenance activities, can have significant impacts on local wildlife. The following guidelines must be respected when working on NCC property.

- Wildlife on NCC property must not be chased, harassed or hunted.
- All waste and litter must be collected and removed on a daily basis, or stored in secure containers to prevent scavenging by wildlife.
- Trees or vegetation areas with nests or evidence of wildlife use must not be disturbed without the prior approval of NCC staff.
- All motorized vehicles must stay within designated rights-of-way and established trails to avoid disturbance to wildlife habitat.
- Beaver and any other nuisance wildlife can only be removed.

## **2.3 *Vegetation***

Special attention needs to be given to activities that can potentially change or impact natural vegetation. Operations involving vehicles and/or heavy machinery pose particular risks. The following guidelines must be respected when working on NCC property.

- Any activity requiring the removal of vegetation must have the prior approval of the NCC.
- As a general rule, a minimum 30-metre vegetation buffer should be left intact adjacent to any watercourse or water body. Buffers must meet or exceed applicable best management practices.
- Consult with NCC staff prior to working on NCC lands to identify areas where particular attention is required due to the presence of rare or endangered plant species.
- Construction equipment should be cleaned before it comes on to NCC property, and before moving it from one area to another to prevent the spread of undesirable plant species, noxious weeds and soil pests.
- Following construction or other disturbance of land cover, seeding and fertilizing with appropriate mixtures must occur as soon as possible to help prevent erosion.
- No fertilizer is to be applied within 3 m of a watercourse or water body; no product containing Phosphorus or Nitrogen is to be applied within 13 m of a watercourse or water body.

- Landscaping must be completed in accordance with NCC landscaping plans and designs.
- Re-vegetation will be with selected native species and in accordance with re-vegetation plans approved by the NCC.
- *See Section 3.8 for pesticide, herbicide, insecticide, and fungicide practices.*

### **3.0 PREVENTING POLLUTION**

#### **3.1 Water Quality**

Many activities have the potential to impact on water quality. Impacts may include the deposit of sediment, release of nutrients from fertilizers, or the release of toxic substances from commercial or industrial processes. Measures need to be taken to ensure that such impacts are prevented and that regulations in this area are met.

- Runoff from agricultural fields should be monitored to ensure that excessive nutrients or pesticides are not released to surface waters.
- Discharges to sanitary and storm sewers must be in compliance with all local requirements.
- Shores and floodplains should be protected by maintaining vegetation cover to prevent degradation and erosion.

##### **3.1.1 Snow Disposal**

- Snow that is removed and transported for disposal must be disposed of at an authorized snow dumping facility.
- No snow dumping is permitted on NCC property.
- No snow may be piled within 10 m of a water body or water course.

#### **3.2 Waste Water Discharge**

When water leaves a site, it is either discharged to the sanitary sewer, the storm sewer, a natural water body, or the ground, where it can enter groundwater. The quality of water discharged can negatively impact the quality of the receiving waters and the health of humans, animals, and plants which use this water. Federal, provincial, and municipal laws and regulations prohibit water pollution and establish requirements for the quality of waste water. To reduce water pollution, all activities which produce and discharge waste water must adhere to the following requirements.

- All sources of waste water from a project must be identified and the quality of the water identified (e.g. does it contain suspended solids? Oil and grease? Is it acidic?).
- No waste water will be deposited into a natural water body without pre-authorization from the NCC in consultation with appropriate regulatory authorities.
- Do not dilute waste water in order to meet regulatory requirements.

#### **3.3 Stormwater and Surface Water Policy**

- Do not discharge any storm water or surface runoff into a sanitary sewer. Only water used for domestic purposes can be released into the sanitary sewer system unless the waste water meets all water quality requirements.
- Stormwater should be managed in accordance with the NCC Stormwater Policy.
- Yards and sites shall be graded to prevent excessive or recurrent ponding of stormwater.

### **3.4 *Fuel Storage Tank Management***

Fuel storage tanks include aboveground and underground storage tanks used to store products such as gasoline, diesel, motor oil, and heating oil. No fuel storage tanks may be installed on NCC property without the prior written approval of the NCC. The NCC reserves the right to immediately remove or request immediate removal by the contractor of any fuel storage tanks that have been installed or are being used by the contractor without prior written approval from the NCC. The following guidelines must be followed when installing, constructing and/or using fuel storage tanks.

- No new underground storage tanks are to be installed on NCC property.
- All above grade bulk fuel storage tanks must be adequately bermed and/or have double walled tanks, and be lined with an impermeable liner to contain spillage. The containment berm must be capable of holding a minimum of 110% of the largest storage tank.
- Refueling of non-permanent fuel storage tanks must not be performed within 100 metres of any water body.
- All spills **MUST** be reported to the NCC Environmental Services division immediately. All spills must also be reported to the appropriate provincial authority where a spill:
- These spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
- A spill report form has been prepared by the NCC and must be completed and sent to Environmental Services within 24 hours of the spill. The spill form is included in the reporting section of this contract.

### **3.5 *Hazardous Materials Management***

Hazardous materials management is a broad term encompassing the storage, use, handling, transportation, and disposal of materials which can pose a hazard to human health, animal health, or the natural environment. This category includes all chemicals which may be used on NCC property, including materials such as fuels, oils and lubricants, paints, thinners, pesticides, herbicides, insecticides, fungicides, fertilizers, and dust suppressants. The following guidelines must be followed when storing, handling, or disposing of these materials.

- All hazardous materials on NCC property must be stored in accordance with applicable regulations, standards and guidelines. Flammable materials must be stored in accordance with the National Fire Code of Canada.
- Material Safety Data Sheets (MSDS) must be readily available for all hazardous materials brought on to NCC property. All employees handling

these materials must have received training on the Workplace Hazardous Materials Information System (WHMIS) and on proper handling, storage and disposal of these materials.

- All hazardous materials must be labelled in accordance with WHMIS requirements.
- Absorbent material must be available whenever liquid hazardous materials are being used on NCC property. Staff must be trained on how to use and dispose of this material in the event of a spill (*see Section 3.7 on Spills*).
- When transporting hazardous materials, these materials must be labelled and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods.
- Hazardous wastes, and containers which previously contained hazardous materials, must be disposed of in accordance with provincial and federal regulations.

### **3.6 Contaminated Sites Management**

The NCC is committed to preventing the contamination of its properties. Any activity or incident which has the potential to result in contamination needs to be dealt with as quickly as possible to ensure that the further release of contaminants is minimized.

- Before digging or manipulating a site, the NCC must be consulted to ensure that the site is not contaminated.
- If any suspected contamination is discovered, the NCC must be notified immediately.

### **3.7 Spills / Emergency Response**

**All emergency situations MUST be reported immediately to 911 and then to the NCC 24 Hour Emergency Communications Service at 613 239-5353.**

The NCC has developed a Spills Procedure to ensure that an appropriate and consistent responses are implemented to deal with emergencies or accidents. All individuals performing work on NCC property are expected to be familiar with the general requirements for reporting and responding to environmental emergencies on NCC property. In addition, the following requirements must be met.

- Spill response materials should be available wherever hazardous materials are used or stored. These spill response materials should be suitable in type and quantity to the type and quantity of hazardous materials being used at that location.
- Employees must be trained on how to use the spill material and equipment.
- All used absorbent material must be disposed of in accordance with applicable regulatory requirements.
- In the event of an emergency, follow the procedures outlined in the NCC Spills Procedure.
- Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC Environmental Services

- division immediately.
- All spills must also be reported to the appropriate provincial authority where a spill:
    - discharges to air, land or water;
    - is in excess of normal usage, has escaped its means of containment, or has been combined with other products affecting its chemical stability which could cause an adverse effect (i.e. negative impact on health, environment or property).
  - Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
  - A spill report form has been prepared by the NCC and must be completed and sent to Environmental Services within 24 hours of the spill. The spill form is included in the reporting section of this contract.
  - Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC immediately, and a Spill Report, Response and Review Log must be completed by following the Spill Procedure in place. The Spill Report, Response and Review Log should be submitted to the NCC Contract Manager and it should provide details on the spill.

### **3.8 *Pesticides, Herbicides, Insecticides, and Fungicides***

On April 22, 2009, Ontario amended its pesticide legislation to ban the cosmetic use of pesticides. This complements legislation established in Quebec in 2003. In addition, the NCC is committed to develop a policy by 2012 to eliminate the cosmetic use of pesticides on its lands. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the Ontario Pesticide Act and the Quebec Pesticide Act, depending on the province where the activity is taking place.

- The contractor must receive authorization in writing by the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.

### **3.9 *Designated Substances***

Many facilities contain materials which present potential risks to human health and the environment. These can include Acrylonitrile, Arsenic, Asbestos (may be present in insulation, caulking, vinyl floor tiles, drywall, roofing materials, etc.), Benzene, Coke oven Emissions, Ethylene Oxide, Isocyanates, Lead (may be present in paint, fixtures, solder material, etc.), Mercury (present in vapour form in fluorescent light tubes; may be present in thermometers, gauges, thermostats, etc.), Polychlorinated biphenyls (PCBs), Silica (present in concrete structures), Vinyl Chloride. These substances must be carefully managed throughout the life of the facility to reduce the potential for negative health impacts. The following requirements must be met for buildings and facilities on NCC property.

- Prior to entering a site, contact the NCC to determine if any designated substances are present.
- Determine if a Designated Substance Survey has been completed prior to initiating a renovation or demolition activity. If no survey has been completed, ensure that one is performed prior to beginning work.
- Handle and dispose of all designated substances in accordance with all federal, provincial, and municipal requirements.
- Ensure employees are trained on the identification and handling of designated substances.

#### **4.0 LEADING IN ENVIRONMENTAL PRACTICES**

##### **4.1 Sedimentation**

When working in the area of surface water bodies, there is a need to prevent the deposit sediments into the water. Sediment can have a significant impact on fish and fish habitat. This issue is of particular concern during maintenance activities or where agricultural practices leave the soil surface exposed. The following general practices to reduce sedimentation and erosion must be followed on NCC property.

- Confirm with the NCC's Portfolio Manager the regulatory approvals that may be required prior to working in or near a water body.
- Minimize the extent and duration of disturbance to slopes and shorelines.
- No in-stream work is allowed without NCC's approval.

##### **4.1.1 Maintenance activities**

- Temporary erosion control structures are required on all maintenance sites immediately after vegetation clearing is required or temporary storage of stonedust, sand, topsoil, etc.
- Do not stockpile or deposit cleared organic materials within 30 m of a watercourse or drainage ditch.
- When the topsoil and/or soil are to remain stockpiled for an extended period of time, ensure piles are covered to prevent soil loss and dust problems.
- Silt fences and/or straw bales should be considered to prevent siltation down slope from the maintenance area where a water body may be affected.
- Minimize clearing of extra work spaces: if you don't need it, don't clear it.

##### **4.1.2 Agricultural practices**

- Maintain a buffer of undisturbed vegetation along stream banks and adjacent to water bodies that meets or exceeds the provincial requirements of 3 metres.

##### **4.2 Environmental Assessment**

Environmental Assessments (EAs) are conducted on plans, projects, and activities to ensure that potential environmental impacts are identified and appropriate mitigation measures are implemented to avoid, minimize or mitigate potential adverse environmental effects from proposed developments and certain activities. The federal Canadian Environmental Assessment Act (CEAA) requires that the NCC ensure that EAs for conducted and approved for those projects and activities. It is the responsibility of tenants and contractors to ensure that Portfolio Managers are consulted before constructing or performing work that may require an EA and to respect the mitigation measures identified in any EAs that have been conducted for works and activities on NCC land.

- Where maintenance activities will occur in proximity to a watercourse (including drainage ditches), lakes, or wetlands, the Portfolio Manager must be contacted to determine:
  - a) if the project or activity has been previously assessed and to obtain the environmental protection (mitigation) measures that must be applied;
  - b) if the project or activity should be the subject of an environmental assessment to establish the required environmental protection (mitigation) measures and other authorizations (federal, provincial or municipal) that may be required; or
  - c) if the maintenance activity should be conducted during the period proposed, or deferred to a later period because of environmental considerations in the area of the proposed activity.
- Where an EA is required, the project proponent will be required to complete an environmental assessment in accordance with the NCC Administrative Policy on EA.

## **5.0 COMBATTING CLIMATE CHANGE**

### **5.1 Air Emissions**

Many activities contribute to air pollution, including vehicle exhaust, smoke and particles emitted from fuel burning equipment, solvent vapours from activities such as painting and degreasing, and dust and other solid particles from construction and demolition. Efforts should be made to minimize air emissions from these activities. The following practices will help to reduce these emissions.

- To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in the wastage of fuel and creation of greenhouse gases (refer to municipal by-laws).
- All air emissions must meet regulatory requirements. Where required, a certificate of approval must be obtained from provincial authorities for stationary sources of air pollution (e.g. stacks, boilers, fume hoods).
- Use low-sulphur diesel or ethanol-based fuel wherever possible to reduce vehicle emissions.
- Regularly service vehicles and practice preventive maintenance to reduce vehicle emissions.
- The use of energy efficient vehicles and machinery is encouraged to reduce carbon emissions.



- Whenever possible, it is recommended to use renewable sources of electricity to prevent unnecessary emissions.

## **6.0 NCC POLICIES FOR REFERENCE**

**The six following Environmental Policies are available upon request:**

- Corporate Environmental Strategy – Building a Greener Capital!
- Corporate Administrative Policy and Procedures – Environmental Assessment
- Stormwater Management Policy
- Contaminated Sites Management Procedures
- Designated Substances Risk Management Procedures
- NCC Spills Procedure

## **Appendix I – Regulatory Overview**

*Revised by the National Capital Commission, March 2012*

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### **FEDERAL**

#### **Canadian Environmental Protection Act**

*Environmental Emergency Regulations*  
*Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations*  
*Federal Halocarbon Regulations, 2003*  
*Gasoline and Gasoline Blend Dispensing Flow Rate Regulations*  
*Gasoline Regulations*  
*Ozone-Depleting Substances Regulations*  
*PCB Regulations*  
*PCB Waste Export Regulations, 1996*  
*Perfluorooctane Sulfonate and its Salts and Certain Other Compounds Regulations*  
*Polybrominated Diphenyl Ethers Regulations*  
*Prohibition of Certain Toxic Substances Regulations, 2005*  
*Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations*  
*Sulphur in Diesel Fuel Regulations see above*  
*Sulphur in Gasoline Regulations*

#### **Alternative Fuels Act**

#### **Migratory Birds Convention Act**

*Migratory Birds Regulations*

#### **Fisheries Act**

*Fish Health Protection Regulations*  
*Fishery (General) Regulations*  
*Marine Mammal Regulations*  
*Ontario Fishery Regulations, 1989*  
[Ontario Fishery Regulations, 2007](#)  
[Quebec Fishery Regulations, 1990](#)

#### **Canada Wildlife Act**

*Wildlife Area Regulations*

#### **Canadian Environmental Assessment Act**

*Regulations Respecting the Coordination by Federal Authorities of Environmental Assessment Procedures and Requirements*

#### **Energy Efficiency Act**

*Energy Efficiency Regulations*

#### **Fertilizers Act**

*Fertilizers Regulations*

#### **Forestry Act**

*Timber Regulations, 1993*

#### **Pest Control Products Act**

*List of Pest Control Product Formulants and Contaminants of Health or Environmental Concern*  
*Pest Control Products Incident Reporting Regulations*  
*Pest Control Products Regulations*

#### **Plant Protection Act**

*Plant Protection Regulations*

#### **Species at Risk Act**

#### **Canada Labour Code (Part II – Occupational Health and Safety)**

#### **Hazardous Products Act**

*Controlled Products Regulations*  
*Any other applicable regulations (dependant on type of work)*

#### **Navigable Waters Protection Act**

*Navigable Waters Works Regulations*

#### **Transportation of Dangerous Goods Act**

*Transportation of Dangerous Goods Regulations*

## **PROVINCIAL – ONTARIO**

**Conservation Authority Act**

**Conservation Land Act**

**Crown Forest Sustainability Act**

**Dangerous Goods Transportation Act**

**Drainage Act**

**Endangered Species Act**

*Species at Risk in Ontario List*

**Energy Conservation Leadership Act**

**Environmental Assessment Act N/A**

**Environmental Bill of Rights**

**Environmental Protection Act**

*Air Pollution – Local Air Quality Regulations*

*Airborne Contaminant Discharge Monitoring and Reporting Regulations*

*Classification and Exemption of Spills and Reporting of Discharges Regulations*

*Containers Regulations*

*Designation of Waste Regulations*

*Environmental Penalties*

*Ethanol in Gasoline Regulations*

*Gasoline Volatility Regulations*

*General – Air Pollution Regulations*

*General – Waste Management Regulations*

*Greenhouse Gas Emissions Reporting Regulations*

*Industrial, Commercial, and Institutional Source Separation Programs*

*Landfilling Sites Regulations*

*Motor Vehicles Regulations*

*Ozone Depleting Substances – General Regulations*

*Spills Regulations*

*Sulphur Content of Fuels Regulations*

*Waste Management – PCB's Regulations*

**Fish and Wildlife Conservation Act**

**Forestry Act**

**Forest Fires Prevention Act**

**Green Energy Act**

**Greenbelt Act**

**Lakes and Rivers Improvement Act**

*Construction Regulations*

*Nutrient Management Act*

**Ontario Occupational Health and Safety Act**

**Ontario Water Resources Act**

**Pesticides Act**

**Public Lands Act**

**Technical Standards and Safety Act**

*Gaseous Fuels Regulations*

*Liquid Fuels Regulations*

*Propane Storage and Handling Regulations*

**Waste Audits and Waste Reduction Work Plans Regulations**

**Waste Diversion Act**

**Waste Management Act**

**Wilderness Areas Act**

## **PROVINCIAL – QUEBEC**

### **Dam Safety Act**

*[Dam Safety Regulation](#)*

### **Environment Quality Act**

*[Regulation respecting wood-burning appliances](#)*

*[Regulation respecting motor vehicle traffic in certain fragile environments](#)*

*[Regulation respecting the declaration of water withdrawals](#)*

*[Regulation respecting solid waste](#)*

*[Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere](#)*

*[Regulation respecting greenhouse gas emissions from motor vehicles](#)*

*[Regulation respecting the burial of contaminated soils](#)*

*[Regulation respecting the landfilling and incineration of residual materials](#)*

*[Regulation respecting waterworks and sewer services](#)*

*[Regulation respecting waste water disposal systems for isolated dwellings](#)*

*[Regulation respecting environmental impact assessment and review](#)*

*[Regulation respecting halocarbons](#)*

*[Regulation respecting the recovery and reclamation of used oils, oil or fluid containers and used filters](#)*

*[Regulation respecting snow elimination sites](#)*

*[Regulation respecting hazardous materials](#)*

*[Regulation respecting environmental standards for heavy vehicles](#)*

*[Policy for the protection of lakeshores, riverbanks, littoral zones and floodplains](#)*

*[Regulation respecting the prevention of water pollution in livestock operations](#)*

*[Land Protection and Rehabilitation Regulation](#)*

*[Regulation respecting the quality of the atmosphere](#)*

*[Regulation respecting the recovery and reclamation of discarded paint containers and paints](#)*

*[Regulation respecting contaminated soil storage and contaminated soil transfer stations](#)*

### **Natural Heritage Conservation Act**

*[Rules of procedure governing public consultation on protected areas](#)*

### **Pesticides Act**

*[Pesticides Management Code](#)*

*[Regulation respecting permits and certificates for the sale and use of pesticides](#)*

### **Petroleum Products Act**

### **Sustainable Development Act**

### **Tree Protection Act**

### **Water Resources Preservation Act**

### **Watercourses Act**

*[Regulation respecting the water property in the domain of the State](#)*

### **An Act respecting Occupational Health and Safety**

### **An Act respecting the Société des établissements de plein air du Québec**

### **An Act respecting the Société québécoise de récupération et de recyclage**

### **An Act respecting the conservation and development of wildlife**

### **An Act respecting threatened or vulnerable species**

*[Regulation respecting threatened or vulnerable plant species and their habitats](#)*

### **An Act to affirm the collective nature of water resources and provide for increased water resource protection**

**Rideau Canal Skateway asset condition report template**  
**Rapport de condition des biens de la patinoire du canal Rideau**

Date / Date :

Inspected by / inspection complétée par :

<b>Stairs / Escaliers</b>	Condition (1 – 5)	Picture / Photo	Comments # / commentaires
Nosing / Nez d'escalier			
Treads / Grille de marche			
Handrails / Main courante			
Feet assembly / piler d'appuis			
Visual of welds / Visuel des soudures			
Visual for missing parts / Visuel des pièces manquantes			
Paint / peinture			
Appearance and cleanliness / Apparence et propreté			
Installation and transportation / Installation et transport			
Other comments / Autres commentaires			

<b>UA ramps / Rampes AU</b>	Condition (1 – 5)	Picture / Photo	Comments # / commentaires
Rubber matting / tapis			
Handrail connectors / Raccord de rampe			
Feet assembly / piler d'appuis			
Visual of welds / Visuel des soudures			
Visual for missing parts / Visuel de pièces manquantes			
Paint / peinture			
Appearance and cleanliness / Apparence et propreté			
Installation and transportation / Installation et transport			
Other comments / Autres commentaires			

<b>Vehicle ramps / Rampes pour véhicules</b>	Condition (1 – 5)	Picture / Photo	Comments # / commentaires
Visual of welds / Visuel des soudures			
Visual for missing parts / Visuel des pièces manquantes			
Appearance and cleanliness / Apparence et propreté			
Installation and transportation / Installation et transport			
Other comments / Autres commentaires			

<b>Kiosks/ Kiosques</b>	Condition (1 – 5)	Picture / Photo	Comments # / commentaires
Doors and window / Portes et fenêtres			
Paint / peinture			
Appearance and cleanliness / Apparence et propreté			
Installation and transportation / Installation et transport			
Other comments / Autres commentaires			

**Comment / Commentaire # 1**

**Comment / Commentaire # 2**

**Comment / Commentaire # 3**

**Comment / Commentaire # 4**

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## INSTRUCTIONS TO TENDERERS

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### 1. Address

The tender envelope shall be addressed to Finance and Procurement Services, National Capital Commission, 40 Elgin Street, 3rd floor, Info Centre, Ottawa, Ontario K1P 1C7.

The name and address of the tenderer and the due time and date of the tender shall be clearly shown on the envelope.

### 2. Delivery of Tenders

Tenders must be received by the National Capital Commission on or before the exact time and date set for their reception. Care must be taken to mail or deliver tenders in good time as tenders received after the specified time and date will not be accepted or considered and will be returned unopened.

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

### 4. Revision of Tenders

The tenderer may revise his tender by fax, or letter provided it is received before the tender closing date and time.

Faxes, letters or telegrams must clearly indicate required changes.

### 5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

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## INSTRUCTIONS TO TENDERERS

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2. Acceptable Security

- i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission .

OR

- ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission.

OR

- iii) Bonds of the Government of Canada payable to bearer.

OR

- iv) Cash

3. Upon notification of acceptance of tender :

1. If the tender is valued at less than \$30,000.00 including taxes, the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause 2 of the Tender/Contract.
2. If the tender is valued in excess of \$30,000.00 including taxes, the successful tenderer shall be called upon by Procurement Services to provide the security as described in Clause 2 of the Tender/Contract.

**6. Acceptance of Offer**

The lowest or any tender not necessarily accepted.

**7. Completion of Tender/Contract Form**

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

If description, units of measure and estimated quantities are shown on the Tender/Contract form, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers to the Total column and add the Total column. Calculate the GST and QST (if applicable) on the total amount.



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## INSTRUCTIONS TO TENDERERS

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Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided for the Contractor's Full Business Name and Contractor's Business Address respectively.

Sign the Tender/Contract form in the space provided as indicated below.

The tender must be signed by a duly authorized signing officer of the Company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the tender.

Do not make any entry in the signature section marked for Commission use only.

### **8. Insurance**

The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such insurance shall be filed with the National Capital Commission for protection. Such insurance certificates shall be maintained until the National Capital Commission certifies that the work is complete.

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident as well as negligence. A copy of the policy must be given to the National Capital Commission prior to commencing work.

NOTE: These Instructions need not be submitted with your tender.

### **9. Applications for Approval Certificates**

Wherever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of such materials. During tendering period, alternative materials will be considered if full descriptive data are submitted in writing at least seven days before the tender closing date. Approval of submission will be signified by the issuance of an addendum to the tender documents.

## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chairman and/or Executive Vice-President and General Manager upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

### 2. Assignment and Subcontracting

This contract may not be assigned without the written consent of the Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Project Manager/Officer. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

### 3. Members of The House of Commons

No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

### 4. Indemnification

The Contractor shall indemnify, and save harmless the National Capital Commission from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, other than those arising from a defect in title to the site of the work or the infringement of a patent arising from a design supplied by the National Capital Commission, but including his omissions improper acts or delays in executing the work under the contract.

### 5. Property of the National Capital Commission

The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the National Capital Commission arising out of the performance of the work whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the Project Manager/Officer and the Contractor shall, at any time when requested to do so, account to the Project Manager/Officer for the use of such property.

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## **GENERAL CONDITIONS**

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### **6. Permits and By-Laws**

The Contractor shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission and shall pay for all permits and certificates required in respect of the execution of the work.

### **7. Canadian Labour and Materials**

Insofar as is practicable the Contractor shall employ and use Canadian labour and materials in the execution of the work and utilize the services of the Canada Manpower Centre in the recruitment of such labour.

### **8. Publicity**

1. The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the work without the approval of the Project Manager/Officer.
2. All exterior signs erected by the contractor will be in both official languages and subject to NCC approval.

### **9. Materials, Equipment, etc. to become Property of the National Capital Commission**

All materials and plants used or provided for the work shall be the property of the National Capital Commission, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Project Manager/Officer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to materials or plants that are the property of the National Capital Commission by virtue of this section.

### **10. Contractor's Superintendent and Workers**

The Contractor will keep a competent superintendent on the site of the work at all times during the progress of the work unless otherwise authorized by the Project Manager/Officer. The superintendent must be acceptable to the Project Manager/Officer and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and workers not acceptable to the Project Manager/Officer because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

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## GENERAL CONDITIONS

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### 11. Co-operation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Project Manager/Officer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the Project Manager/Officer the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 20.

### 12. Claims Against and Obligations of the Contractor or Subcontractor

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### 13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

1. have access to the work at all times during its execution and the Contractor will provide the Project Manager/Officer with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Project Manager/Officer shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 20 hereof.

The Contractor shall comply with any decision or direction of the Project Manager/Officer given under this section.

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## GENERAL CONDITIONS

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### **14. Delay, Non-compliance, or Default by the Contractor**

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Project Manager/Officer properly given, or is in default in any other manner under the contract, the Project Manager/Officer may do such things as he deems necessary to correct the Contractor's default.

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the Commission may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager/Officer, terminate the contract in accordance with Section 17.

### **15. Changes in soil conditions, National Capital Commission delays**

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the Architect/Engineer that the additional cost, loss or damage is directly attributable to:
  - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
  - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

### **16. Protesting Project Manager/Officer's Decision**

If the Contractor, within 10 days of receiving any decision or direction of the Project Manager/Officer, gives written notice to the Project Manager/Officer that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 20, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

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## GENERAL CONDITIONS

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### **17. Suspension or Termination of the Contract**

1. The Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the Commission suspends the work for a period in excess of 30 days the Contractor may request the Commission to terminate the work under sub-section 4 hereof.
3. If the Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **18. Security Deposit**

If any security deposit is provided by the Contractor pursuant to this contract it shall be dealt with in accordance with the Government Contracts Regulations, provided that if the Contractor is in breach or default under the contract the National Capital Commission may convert or negotiate such security to its own use. If a Labour and Material Payment Bond is provided pursuant to the contract the Contractor shall post on the site of the work a notice to that effect which shall include the name and address of the Surety, definition of those persons protected therein and an outline of the procedure for submitting a claim.

### **19. No Additional Payment**

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

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## GENERAL CONDITIONS

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### **20. Determination of Costs**

For the purposes of Section 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Section 25.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the Project Manager/Officer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Project Manager/Officer.

### **21. Records to be Kept by Contractor**

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

### **22. Extension of Time**

The Commission may, on the application of the Contractor, made before the day fixed for the completion of the work, extend the time for completion of the work. The Contractor shall pay to the National Capital Commission an amount equal to the National Capital Commission's expenses and damages incurred or suffered by reason of the delay in completion of the work unless in the opinion of the Commission such delay was due to causes beyond the control of the Contractor.

### **23. Cleaning of Work**

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Project Manager/Officer.

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## GENERAL CONDITIONS

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### 24. Project Manager/Officer's Certificates

On the day that the work has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the Project Manager/Officer, the Project Manager/Officer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the Project Manager/Officer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Offer and Agreement, such certificate to be binding upon the Contractor and the National Capital Commission.

### 25. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
  - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
  - ii) The Project Manager/Officer and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Project Manager/Officer and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 20 hereof.



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## GENERAL CONDITIONS

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3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Project Manager/Officer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Project Manager/Officer in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the Project Manager/Officer.
4. Sixty (60) days after the issue by the Project Manager/Officer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 12, surety bond or security deposit pursuant to Clause 5 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within 60 days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

### **26. Correction of defects**

Should the Contractor receive notice from the Architect/Engineer requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect or vice becomes evident not later than twelve (12) months following the date of the Final Certificate of Completion.

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## GENERAL CONDITIONS

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**27. Liability Insurance**

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the Commission to a limit of not less than two million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

**28. Workers Compensation**

Successful construction project Contractors shall be required to provide evidence of compliance with workers' compensation legislation applicable to the place of the work including payments due thereunder, prior to award of the contract. Every successful construction project Contractor shall be required to provide evidence of such compliance at the time of submitting its first progress claim, at the time of substantial performance of the Work, and prior to issuance of the Certificate of Completion.

## Occupational Health and Safety Requirements

### 1. General

- 1.1 In this Contract “OHS” means “occupational health and safety”.
- 1.2 With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3 The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
  - 1.3.2 safety of property on site;
  - 1.3.3 protection of persons adjacent to the site; and,
  - 1.3.4 protection of the environment.
- 1.4 Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
  - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
  - (c) Applicable provisions of the *Canada Labour Code, Part II*;
  - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
  - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5 By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6 For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the

- Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.
- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
  - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
  - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
  - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
  - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
  - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
  - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

## **2. Qualifications of Personnel**

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

## **3. Certification**

- 3.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 3.2** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

## **4. Plans Policies and Procedures**

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:
- (a) A copy of the contractor's OHS policy;
  - (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
  - (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
  - (b) have basic working knowledge of specified occupational safety and health regulations,
  - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
  - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
  - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
  - (b) reporting or procedural requirements;

(c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.

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## SECURITY REQUIREMENTS

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### Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the Contractor's employees submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

The NCC reserves the right to not award the Contract until such time as the Contractor's core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability/Site Access/Secret**.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

### Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

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

### Company Security Representative

The Contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the Contractor;



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## SECURITY REQUIREMENTS

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- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

### **Responsibilities of the Company Security Representative**

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the Contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the Contractor's employees who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the Contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a reliability status, sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

**SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM**  
**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS POUR FINS D'IMPÔT**

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

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

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

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

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

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

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

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

E-mail address / Adresse courriel :

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

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
_____	_____	_____	_____
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ( )			

**IMPORTANT**

<b>Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).</b>	<b>Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).</b>
Mail or fax to : Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax : (613) 239-5007	Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

**SUPPLIER – DIRECT PAYMENT AND TAX  
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT  
ET RENSEIGNEMENTS AUX FINS D'IMPÔT**

**Supplier Tax Information**

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

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

Questions : Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5241.

**Direct payment information**

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

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

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

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

**The advantages of direct payment**

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

There is less risk of direct payment being lost, stolen, or damaged as may happen with cheques.

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

**Renseignements sur les fournisseurs aux fins d'impôt**

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

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

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5241.

**Renseignements sur le paiement direct**

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

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

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

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

**Avantages du paiement direct**

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

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

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