

**INVITATION TO TENDER**  
**Tender / Contract Form**

NCC TENDER FILE #:

**AL1500**

<p><b>ADDRESS INQUIRIES TO:</b>  Allan Lapensée, Sr. Contract Officer  (613) 239-5678 ext 5051 tel.  <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a></p>	<p><b>CONTRACT NO.:</b> (NCC use only)</p>
<p><b>BID CLOSING DEADLINE:</b>  April 2, 2014 at 3:00pm Ottawa time</p>	
<p><b>RETURN ORIGINAL</b>  Submit tender on this tender / contract form and return to:</p>	<p>→ <b>Procurement Services</b>  <b>National Capital Commission</b>  <b>40 Elgin Street</b>  <b>3<sup>rd</sup> floor service centre</b>  <b>Ottawa, Ontario</b>  <b>K1P 1C7</b>  <b>Reference NCC tender file # AL1500</b></p>
<p><b>DESCRIPTION OF SERVICES:</b>  The Operation of the Leamy Lake Beach Lifeguard Program</p>	<p><b>LOCATION:</b>  Leamy Lake Beach  Gatineau, Quebec</p>

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### I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services in accordance with the terms of reference, terms and conditions, **for the all-inclusive hourly rates and/or unit price(s) as set out in section III herein.**

### II. GENERAL AGREEMENT The Contractor agrees:

1. to deliver the services for four (4) years, from April 2014 to September 2018.
2. **to provide at his own cost the following securities:**
  - (a) **with your tender to ensure entry into a contract a bid bond from an [acceptable company](#), a certified cheque made payable to the National Capital Commission, or, "Cash" in the amount of \$ 10,000.00.**
  - (b) **upon notification of acceptance of tender, a Performance Bond or "Cash or a Certified Cheque" in the amount of \$ 20,000.00;**
3. that this Offer and Agreement, together with the Terms of Reference, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. 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 Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

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III. The Contractor agrees that the following is(are) the all-inclusive hourly rates sum and/or unit price(s) referred to in Clause I:

		<b>A</b>	<b>B</b>	<b>C = A x B</b>
		<b>All-Inclusive Hourly Rates (in Cdn \$)</b>	<b>Estimated hours</b>	<b>Totals</b>
Year 1	Supervisor		77	
	Head Lifeguard		693	
	Lifeguard		1318	
Year 2	Supervisor		77	
	Head Lifeguard		693	
	Lifeguard		1318	
Year 3	Supervisor		77	
	Head Lifeguard		693	
	Lifeguard		1318	
Year 4	Supervisor		77	
	Head Lifeguard		693	
	Lifeguard		1318	
<b>SUB-TOTAL</b>				
<b>TAXES (14.975% GST/QST)</b>				
<b>TOTAL</b>				

Basis of award will be the bidder who meets all of the terms and conditions, and, who offers the NCC the lowest total amount. Lowest or any tender NOT necessarily accepted. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

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### IV. INVOICING

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded in triplicate to:
  - Accounts Payable
  - National Capital Commission
  - 3<sup>rd</sup> floor
  - 40 Elgin Street
  - Ottawa, Ontario
  - K1P 1C7
 or forward one invoice in Adobe (.pdf) format by email at [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) .
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

- V. Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than five (5) business 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 the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

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**VI. ADDENDUM ACKNOWLEDGEMENT**

I/We acknowledge receipt of the following addenda \_\_\_\_\_ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

**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).**

Name and address of Contractor :	Signature(s)
	Title:
	Date:
	Witness(s)
Tel-Tél:	
Fax-Télécopieur:	Date:

*Accepted & executed on behalf of the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2014 in the presence of*

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE	WITNESS(S)

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## **INSTRUCTIONS TO BIDDERS**

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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 bidder 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 stated otherwise.

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 bidder 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. Bid / Performance Security Requirements**

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

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## **INSTRUCTIONS TO BIDDERS**

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3. Upon notification of acceptance of tender:

1. If the tender is valued at less than \$30,000.00 including taxes, the successful bidder may be called upon by the Finance and Procurement Services to provide performance security 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 bidder may be called upon by Procurement Services to provide performance 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.

Type or legibly print the bidder'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.

The bidder should retain a copy of the tender for his record.

### **8. 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 additional 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 (\$2 000 000.00) 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. 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.



# **Terms of Reference**

## **The Operation of the Leamy Lake Beach Lifeguard Program**

**March 2014**



# The Operation of the Leamy Lake Beach Lifeguard Program

## TERMS OF REFERENCE

These Terms of Reference specify the requirements of the National Capital Commission (the NCC) for the operation of the Leamy Lake Beach Lifeguard Program.

### 1. DEFINITIONS

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

**Automatic External Defibrillator (AED)** means a portable electronic device that is able to treat potentially life threatening cardiac arrhythmias.

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

**Contract** means the contract to be entered into between the NCC and the Contractor for the operation of the Leamy Lake Beach Lifeguard Program. The Terms of Reference including the Schedules hereto form an integral part of the Contract.

**Contractor** means the successful bidder selected by the NCC to fulfill the terms and conditions set forth in these Terms of Reference.

**Head lifeguard(s)** means people employed by the Contractor for the purposes of fulfilling these Terms of Reference, whose qualifications and duties are enumerated in Schedule B.

**Leamy Lake Park Beach Lifeguard Program** means the program herein described;

**Lifeguard(s)** means people employed by the Contractor for the purposes of fulfilling these Terms of Reference, whose qualifications and duties are enumerated in Schedule B.

**Park** means Leamy Lake Park.

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

**Supervisor** means a person employed by the Contractor for the purpose of fulfilling these Terms of Reference, and whose qualifications and duties are enumerated in Schedule B.

# The Operation of the Leamy Lake Beach Lifeguard Program

## **2. DURATION AND SCHEDULE**

- 2.1 The Contract will commence at the time of execution of the Contract by both parties (April 2014) and terminate on September 30, 2018.
- 2.2 This hourly rate Contract involves an estimated total of 2088 person hours (phr) per year of the Contract. Details are provided in Schedule A attached hereto.
- 2.3 The contents of Schedule A may be modified by the NCC at its sole discretion at any time, to better suit the operational needs of the Leamy Lake Beach Lifeguard Program.

## **3. CONTRACTOR'S OBLIGATIONS**

The Contractor shall:

- 3.1 Provide a Supervisor, Head lifeguards and Lifeguards as per Schedule A attached hereto. The Contractor must comply with the *Regulations respecting safety in public baths* (CQLR CB-1.1 r 11).  

Exception to said Regulation: The Contractor must hire fully qualified "lifeguards" and not "assistant lifeguards". They must also be qualified and able to administer first aid and perform all other tasks related to this Contract;
- 3.2 Ensure that the Supervisor, Head lifeguards and Lifeguards perform the tasks described in Schedule B attached hereto;
- 3.3 Provide additional personnel on demand by the NCC, upon twelve (12) hours' notice;
- 3.4 Ensure that all of its personnel (Supervisor, Head lifeguards and Lifeguards) are present for orientation sessions organized by the NCC;
- 3.5 Employ its personnel in accordance with the NCC requirements set out in Section 7 herein;
- 3.6 Submit proof to the NCC that all employees are covered under the Quebec *Workmen's Compensation Act*;
- 3.7 Submit proof that all employees are qualified to perform the tasks set forth in Schedule B attached hereto in accordance with the *Regulation respecting safety in public baths*;
- 3.8 Adjust the work schedule described in Schedule A as requested by the NCC;
- 3.9 Provide the first-aid and general maintenance equipment set out in Schedule C attached hereto;
- 3.10 The Contractor shall fill out an occurrence form (see Schedule D) every time assistance is provided to a Park user. The Contractor shall ensure statistical data is collected and processed (see Schedule E) as required by the NCC;
- 3.11 Immediately contact the NCC 24h Emergency number at 613-239-5353 in the event of a presumed or confirmed drowning (or other emergency situation). Calling 911 is the main priority at all times.
- 3.12 Refrain from acting as a spokesperson for the NCC in any dealings with the media. All media requests or inquiries shall be forwarded to the NCC;

## The Operation of the Leamy Lake Beach Lifeguard Program

- 3.13 Attend pre-season and post-season meetings to be held at NCC Headquarters (40 Elgin Street, Ottawa) at a date and time to be established by the NCC;
- 3.14 Ensure all employees become familiar with and comply with the NCC Traffic and Property Regulations and notify the NCC of any abuse of equipment or facilities; and
- 3.15 Take an active part during the National Drowning Prevention Week by offering First Aid and prevention workshops.

### **4. NCC OBLIGATIONS**

The NCC shall:

- 4.1 Identify a Contract Management Officer (CMO) who will represent the NCC;
- 4.2 Install, remove and maintain two chairs (lifeguard towers) on the beach as required by the provincial regulations; and
- 4.3 Provide a lockable first aid station. The NCC will not be responsible for any lost, stolen or damaged property kept in the first aid station.

### **5. PAYMENT**

The Contractor will not be paid for the days when the beach is closed. The Contractor must provide invoices that include a detailed breakdown of the actual hours worked. The invoices will be given to the NCC as per the schedule below:

July 15  
August 15  
September 3

Payment terms are net 30 days (N30 days) after receipt of an invoice. Send invoices to [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca)

### **6. RATES**

Hourly rates provided by the Contractor must be all inclusive. No additional amounts can be invoiced to the NCC. See Schedule F attached hereto.

### **7. STAFFING**

- 7.1 Staff employed by the Contractor must be bilingual.
- 7.2 People employed by the Contractor under the terms of this Contract must meet the requirements of the Quebec provincial regulations as defined in the Regulation respecting safety in public baths.

**Notes:**

- number of personnel: Schedule A attached hereto has precedence over the aforementioned regulations.

## The Operation of the Leamy Lake Beach Lifeguard Program

- type of personnel: "Assistant lifeguard" ("assistant surveillant-sauveteur") in said regulations must be replaced by "Lifeguard" ("Surveillant-sauveteur").
- 7.3 All personnel will be directly hired by the Contractor and will work under the orders and direct supervision of the Contractor.
- 7.4 Any employee hired by the Contractor shall be experienced in dealing with the public, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.
- 7.5 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 of this Contract.
- 7.6 Neither the Contractor nor the personnel hired by the Contractor for the purposes of this Contract will be considered, at any time, a Crown or NCC employee. The Contractor will be solely responsible for the well-being, safety and health of the said employees and for all actions that they will undertake during their employment.
- 7.7 The Contractor will purchase, at its expense, uniforms that must be worn by all employees at all times. Details on clothing requirements are presented in Schedule C attached hereto. The Contractor shall provide a sufficient number of uniforms to all of his employees.

### **8. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the NCC and anyone for whom the NCC is responsible from all financial consequences, including reasonable legal fees, arising from any demands, claims or actions made or brought against the NCC as a result of any injury or death or of damage to or loss of property due to any willful or negligent act, omission or delay on the part of any person, except the NCC and anyone for whom the NCC is responsible, in relation to or as a result of this Contract. The Contractor shall be solely responsible for ensuring the beaches which are under its responsibility are properly supervised and operated in accordance with all relevant laws and regulations.

The indemnity given by the Contractor shall survive the expiry or early termination of this Contract.

### **9. INSURANCE**

- 9.1 The Contractor must, at its own cost and expense, purchase, provide and maintain in force for the duration of the term of this Contract, comprehensive public liability insurance in the minimum amount of \$ 5,000,000.00 per occurrence.
- 9.2 All insurance policies to be maintained by the Contractor hereunder shall include the NCC as an additional insured and shall contain a waiver of subrogation in favour of the NCC.
- 9.3 The Contractor shall give a copy of the insurance policy to the CMO Officer at least ten (10) days prior to the beginning of each operating season.
- 9.4 The Contractor must also obtain an insurance policy adequately covering itself, its personnel and the National Capital Commission against all claims resulting from injuries (including injuries resulting in

## The Operation of the Leamy Lake Beach Lifeguard Program

death) or loss of or damage to property that the Contractor or its personnel may sustain while fulfilling any of the terms of this Contract.

- 9.5 The insurance policies referred to herein must cover all activities and services that are to be performed by the Contractor to respect its obligations under this Contract.

### **10. ACCOMMODATION**

No accommodation shall be provided for the benefit of the Contractor. No overnight stay shall be permitted in the First-Aid room and elsewhere in the Park.

# The Operation of the Leamy Lake Beach Lifeguard Program

## SCHEDULE A

HL= Head lifeguard L= Lifeguard	<b>Period A</b> Mid-June to June 30th August 1st to Labour Day		<b>Period B</b> July 1 to July 31st	
	Weekday	Weekend	Weekday	Weekend
	1(HL) 2 (L)	1(HL) 2(L)	1 (HL) 2(L)	1(HL) 3(L)

**NB : phr = person hour(s)**

### HOURS OF WORK

#### Period A

	Weekday			Weekend		
Schedule	10:00 to 11:00	11:00 to 18:00	18:00 to 19:00	10:00 to 11:00	11:00 to 18:00	18:00 to 19:00
Staff required	1(HL) 1(L)	1(HL) 2(L)	1(HL) 1(L)	1(HL) 1(L)	1(HL) 2(L)	1(HL) 1(L)
Total phr	2 phr	21 phr	2 phr	2 phr	21 phr	2 phr
Phr per day	25 phr			25 phr		

#### Period B

	Weekday			Weekend		
Schedule	10 :00 to 11 :00	11 :00 to 18 :00	18 :00 to 19 :00	10 :00 to 11 :00	11 :00 to 18 :00	18 :00 to 19 :00
Staff required	1(HL) 1(L)	1(HL) 2(L)	1(HL) 1(L)	1(HL) 1(L)	1(HL) 3(L)	1(HL) 1(L)
Total phr	2 phr	21 phr	2 phr	2 phr	28 phr	2 phr
phr per day	25 phr			32 phr		

Number of person hours based on a season lasting 77 days (average)

Type of personnel	Period A		Period B	
	Weekday	Weekend	Weekday	Weekend
Lifeguard	16 hours x 32 days = 512 phr	16 hours x 14 days = 224 phr	16 hours x 22 days = 352 phr	24 hours x 9 days = 216 phr
Head Lifeguard	1 x 9 hours X 46 days = 414 phr		1 x 9 hours x 31 days = 279 phr	
Supervisor	1 x 1 hour x 46 days =46 phr		1 x 1 hour x 31 days = 31 phr	
Sub-total	1196 phr		878 phr	
<b>TOTAL</b>	<b>2074 phr</b>			

### ANTICIPATED MODIFICATIONS

	Schedule	Result
St-Jean Baptiste	1 additional (L) from 11:00-18 :00	+ 7 phr
Canada Day	1 additional (L) from 11 :00-18 :00	+ 7 phr

<b>TOTAL ANTICIPATED PERSON HOURS PER SEASON</b>
<b>2088 person hours</b>

# The Operation of the Leamy Lake Beach Lifeguard Program

## Schedule B

### DESCRIPTION OF TASKS

#### 1.0 Supervisor

The Supervisor must possess a Professional Lifeguard Service Certificate (Waterfront Option) issued by the National Lifeguard Service Inc. **The Supervisor must also possess at least five (5) years of experience as a lifeguard.** The Supervisor cannot replace a lifeguard and perform the duties of a lifeguard and must be available every day between 10:00 a.m. and 6:00 p.m.

The Supervisor will:

- ensure on a **daily basis** that Head lifeguards and Lifeguards **at the Leamy Lake Beach** perform all duties in accordance with the requirements of this Contract;
- ensure on a **weekly basis** that the first aid equipment **at the Leamy Lake Beach** is in accordance with Section 54 of the *Regulation respecting safety in public baths* (i.e. the Supervisor must ensure that all equipment required is provided in sufficient quantity and is functioning according to the manufacturers specifications);
- alert immediately the NCC Emergency number (613-239-5353) in the event of presumed or confirmed drowning (or other emergency situations);
- ensure cleanliness around the picnic tables used by Lifeguards and at first aid stations;
- meet at least once a week with the NCC;
- fulfill all administrative duties required for the operation of this Contract;
- complete a weekly report to be delivered to the NCC during his/her weekly meeting with the CMO. This report shall provide a summary of occurrences (see Schedule D) and a copy of the log that must be completed each week according to article 55 of the *Regulation respecting safety in public baths*;
- ensure that statistics forms are duly completed (see Schedule E) and forwarded to the NCC at the end of each month;
- understand and be familiar with the NCC's emergency procedures, as described in the Leamy Lake operations manual;
- complete once a week the "Fiche de contrôle des équipements de sécurité / Bains publics – Plage" provided by the Régie du bâtiment du Québec. The form is available at [www.rbq.gouv.qc.ca](http://www.rbq.gouv.qc.ca);
- complete a seasonal report to be delivered to the NCC's headquarters no later than forty-five (45) days after the end of each season. This report shall include a complete analysis of all occurrence reports, supported by statistics (i.e. number of persons assisted or treated for injuries, sex, age, dates, causes, action taken, results, etc.). It must also include all statistical data collected during

## The Operation of the Leamy Lake Beach Lifeguard Program

the season plus an analysis of these statistics. Recommendations for operational or technical modifications may also be included in this report.

### 2.0 Head lifeguard

The Head lifeguard must be qualified in accordance with the *Regulation respecting safety in public baths*. **The Head lifeguard must also possess at least three (3) years of experience as a lifeguard.**

The Head lifeguard will:

- supervise the beach on a continuous basis;
- ensure on a **regular basis** that Lifeguards perform all their duties in accordance with the requirements of this Contract;
- ensure that the beach area is supervised in accordance with the *Regulation respecting safety in public baths*;
- ensure that all lifeguard chairs are **attended at all times** by a Lifeguard;
- ensure that no more than two Lifeguards are on break at the same time;
- ensure that no more than two Lifeguards are on or close to the picnic table designated for the Lifeguards;
- ensure that no litter is left on or near the Lifeguard picnic table;
- ensure that the first aid station is always clean (i.e. beds made, floors clean, etc.);
- complete the statistics forms (see Schedule E) at the end of each month.
- be familiar with the NCC's emergency procedures.

### 3.0 Lifeguards

The lifeguard must be qualified in accordance with the *Regulation respecting safety in public baths*. **The Lifeguard must also possess at least one (1) year of experience as a lifeguard.**

The Lifeguard will:

- supervise the beach on a continuous basis;
- be familiar with the NCC's emergency procedures.

### 4.0 General clauses applicable to the Supervisor, Head lifeguards and Lifeguards

The Supervisor, Head lifeguards and Lifeguards will:

- provide rescue and first aid treatment;
- attend to other users that find themselves in a dangerous situation within the Park. During this assistance, the beach must be evacuated;
- respond to search calls and co-ordinate rescue operations;
- advise users that any activity which could endanger the safety of other users is forbidden (i.e. play with a ball, frisbee or other object that might cause injury);
- act as the NCC's representative with respect to informing users of beach regulations and answering any questions related to Leamy Lake facilities;
- perform all other tasks related to lifeguarding; and



## The Operation of the Leamy Lake Beach Lifeguard Program

- complete an "occurrence" form (see Schedule D) each time a Supervisor, Head lifeguard or Lifeguard assists a Park user.

# The Operation of the Leamy Lake Beach Lifeguard Program

## SCHEDULE -C-

### EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all equipment specified in the *Regulation respecting safety in public baths* for Beaches(i.e. buoy line, anchors, etc.). The Contractor shall also replace the first-aid equipment after it has been used. The following specifications are given to establish the equipment required (i.e. amount) under the said Regulation;

BEACH	DISTANCE	# CHAIRS *
LEAMY	120 M	2

The list of equipment includes the following items:

- 1 Automatic electronic defibrillator (AED)
- 1 portable resuscitator with oxygen tank and spare tank
- 1 portable bed and mattress
- 2 sets of sheets and pillow cases
- 1 pillow
- 1 stretcher
- 1 spine board
- 1 eye wash station
- 1 aquaplane
- 1 rowboat
- 1 pail with mop
- 1 broom with dustpan
- detergent required to clean first aid stations;
- 1 megaphone
- 1 telephone. The Contractor is responsible for the installation, the cost of installation and all costs related to their use. The telephone must be in operation from June 15th to September 3rd of each year of the contract.
- one bathing suit, T-shirt, windbreaker and whistle per employee (including the Supervisor). All T-shirts and windbreakers must be identified with a cross no smaller than 18 cm long by 5 cm in width. The cross must be white or red depending on the colour of the T-shirts and/or windbreakers. The latter two articles must also be either white or red. All personnel must wear either the T-shirt or windbreaker (or both) at all times when on duty.

\* Lifeguard chairs are supplied by the NCC

The Operation of the Leamy Lake Beach Lifeguard Program

Schedule/Annexe D

**RENSEIGNEMENTS - PERSONNE BLESSÉE OU ÉGARÉE  
INFORMATION - INJURED OR LOST PERSON**

Information générale/General information

Date \_\_\_\_\_ Heure/Time \_\_\_\_\_

Nom/Name \_\_\_\_\_ Sexe/Sex \_\_\_\_\_ Age \_\_\_\_\_

Adresse/Address \_\_\_\_\_ Tél./Tel. \_\_\_\_\_

Genre d'activité/Type of activity \_\_\_\_\_

Expérience/  
Experience \_\_\_\_\_ Condition climatique/  
Weather condition \_\_\_\_\_

Inf. s'il s'agit d'un groupe  
Inf. if it is a group \_\_\_\_\_

PERSONNE BLESSÉE/INJURED PERSON

Lieu de l'accident/  
Location of occurrence \_\_\_\_\_

Nature de la blessure  
Type of injury \_\_\_\_\_

Cause de l'accident/  
Reason for accident \_\_\_\_\_

Action entreprise  
Action taken \_\_\_\_\_

Personnel impliqué  
Personnel involved \_\_\_\_\_

PERSONNE ÉGARÉE/LOST PERSON

Endroit de départ/  
Departure site \_\_\_\_\_ Mode de transport/  
Means of transportation \_\_\_\_\_

Itinéraire prévu  
Itinerary headed \_\_\_\_\_

Lieu d'arrivée/  
Place of return \_\_\_\_\_ Heure/  
Time \_\_\_\_\_

The Operation of the Leamy Lake Beach Lifeguard Program

Schedule/Annexe D (CONTINUED)

RENSEIGNEMENTS - PERSONNE BLESSÉE OU ÉGARÉE  
INFORMATION - INJURED OR LOST PERSON

Chaussures/  
Footwear

Genre/Type

Couleur/Color

Chemise ou robe/  
Shirt or dress

Chapeau ou casquette/  
Hat or cap

Tissu/Tissue

Couleur/Color

Couleur/Color

Manteau/  
Jacket or coat

Bas/  
Stocking

Genre/Type

Couleur/Color

Pantalon/Pants

Genre/Type

Couleur/Color

Autres/Others

Poids/  
Weight

Hauteur/  
Height

Taille/  
Height

Cheveux/  
Hair

Cheveux/  
Eyes

Yeux/  
Eyes

Sobriquet/Nickname

Trait particulier (tache de naissance, cicatrice)  
Particular detail (birthmark, scar)

Genre de personne (gênée, fragile, maladroite)  
Type of person (shy, fragile, clumsy)

Maladie/Illness

Lunettes/  
Glasses

Genre/Type

Couleur/Color

État mental/  
Mental state

Fumeur/Smoker

Quelle marque/What brand

Dernier repas/  
Last meal

The Operation of the Leamy Lake Beach Lifeguard Program

**Schedule/Annexe D (CONTINUED)**

**RENSEIGNEMENTS - PERSONNE BLESSÉE OU ÉGARÉE  
INFORMATION - INJURED OR LOST PERSON**

Objets apportés/ (nourriture, vêtements de surplus, carte géographique/  
Items carried food, extra clothing, maps)

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INFORMATEUR/INFORMANT

Nom/Name Tél./Tel.

Adresse/Address

Relation/  
Relationship

Nom et adresse des plus proches parents/  
Name and address of nearest relatives

Nom de la personne recevant ces informations/  
Name of person obtaining this information

Action entreprise  
Action taken

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Résultats des recherches entreprises/  
Results of the search and rescue operation

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The Operation of the Leamy Lake Beach Lifeguard Program

**Schedule/Annexe D(CONTINUED)**

**RENSEIGNEMENTS - PERSONNE BLESSÉE OU ÉGARÉE  
INFORMATION - INJURED OR LOST PERSON**

Remarques/  
Comments :

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Signature \_\_\_\_\_

Titre/Title \_\_\_\_\_

The Operation of the Leamy Lake Beach Lifeguard Program

Schedule/Annexe E

FORMULAIRE DE STATISTIQUES  
STATISTICS FORM

PLAGE: \_\_\_\_\_  
Beach

MOIS: \_\_\_\_\_  
Month

DATE	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00
1									
2									
3									
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29									
30									
31									

Remarques: \_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

The Operation of the Leamy Lake Beach Lifeguard Program

Schedule - F -

(Refer to Schedule A for hours)

Please complete and submit on the provided NCC tender / contract form

Total hours per year of the Contract are **2088 hours (estimate)**.

**Year 1**

	<b>All Inclusive Hourly Rate</b>	<b># of hours</b>	<b>Extended totals</b>
<b>Supervisor</b>		77	
<b>Head Lifeguard</b>		693	
<b>Lifeguard</b>		1318	

**Year 2**

	<b>All Inclusive Hourly Rate</b>	<b># of hours</b>	<b>Extended Totals</b>
<b>Supervisor</b>		77	
<b>Head Lifeguard</b>		693	
<b>Lifeguard</b>		1318	

**Year 3**

	<b>All Inclusive Hourly Rate</b>	<b># of hours</b>	<b>Extended Totals</b>
<b>Supervisor</b>		77	
<b>Head Lifeguard</b>		693	
<b>Lifeguard</b>		1318	

**Year 4**

	<b>All Inclusive Hourly Rate</b>	<b># of hours</b>	<b>Extended Totals</b>
<b>Supervisor</b>		77	
<b>Head Lifeguard</b>		693	
<b>Lifeguard</b>		1318	



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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 personnel 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.

*Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening \_ PSU 917.*

The NCC reserves the right to not award the Contract until such time as the contractor's personnel 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)\***

***\*For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.***

### 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.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

### 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's firm;

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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 personnel 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 Security status (**Reliability-Site Access-Secret**), 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.

### Access to site

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

## 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.

## 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.

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

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## GENERAL CONDITIONS

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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.

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

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## GENERAL CONDITIONS

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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 five 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.

**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 ☐elephone :	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.