NCC CCN	Canadä	
Invitation to Tender	Page 1 of 3	
General Service	NCC FILE NO. NG257 NO DE DOSSIER DE LA CCN:	
ADDRESS ENQUIRIES TO:	NCC CONTRACT NO.:	
Nicole Galipeau Telephone : 613-239-5678 ext. 5191 Email: nicole.galipeau@ncc-ccn.ca	BID CLOSING: April 8, 2014 at 3:00 p.m. Ottawa time	
RETURN ORIGINAL Submit tender on this form and return it to:	 Senior Contract Officer – Nicole Galipeau National Capital Commission Procurement Services 40 Elgin Street, 3rd Floor, Ottawa, Ontario K1P 1C7 Reference: Tender file : NG257 	
DESCRIPTION OF SERVICES: To provide all goods and services related to the "Pavement Line, Hazard, Delineation and Pictogram Markings" project, as per the attached drawing and specifications.	DELIVERY LOCATION: Ottawa ON and Gatineau QC	

1. OFFER

1.1. The undersigned tenderer (hereinafter called the "Contractor" hereby offers to the National Capital Commission 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 **lump sum / unit priced** as set out in clause 3 on page 2.

2. GENERAL AGREEMENT The Contractor agrees:

- 2.1. To commence work upon notification to commence work and complete the work as per Specifications. This contract is for a four (4) year period ending November 30, 2017.
- 2.2. 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% of Year 1 amount;
 - (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%;
- 2.3. 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, and acceptable bonding companies, and all Addenda shall be and are the complete tender and this offer is made subject to the provisions contained therein.
- 2.4. 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
- 2.5. 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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2.6. 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§ion=text#L

3. TENDER

3.1. The Contractor agrees that the following is the **lump sum / unit prices** referred to in clause I on Page 1.

Pavement Line, Hazard, Delineation and Pictogram Markings 2014 to 2017			
Bidder to <u>transfer</u> "Total for all four (4) years" from the <i>Pricing Schedule – Appendix A</i> .	Total Amount of Tender		
Note: Bidder must also attach the completed and signed Appendix A – <i>Pricing Schedule</i> with this tender form.			

The basis of award is low total cost to the Commission including all taxes.

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)

The Commission 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 Commission also reserves the right to negotiate with the successful tenderer and or all tenderers

3.2. Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at nicole.galipeau@ncc-ccn.ca or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191. Enquiries should be received no later than seven (7) 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 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.

1. SECURITY REQUIREMENTS

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.

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.

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.

The NCC shall process the clearances once the individuals have been identified.

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We hereby OFFER to sell and/or supply to the National Capital Com supplies and/or services listed above and on any attached sheets at th		t herein, the
Contractor's Name and Address – Nom et adresse de l'entrepreneur		
	Print Name - Nom en caractère d'imprimeri	9
	Signature	Date
Telephone no. /No. de téléphone :		
Fax no. / No. de télécopieur :	Witness Signature – Signature du témoin	
Email / Courriel :		
Accepted & executed on behalf of the Commission this day of	, 2014 in the presence of	
NCC CONTRACT OFFICER SIGNATURE / SIGNATURE DE L'AGENT PRINCIPAL AUX CONTRATS DE LA CCN	WITNESS SIGNATURE / SIGNATURI	E 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

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.

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.



TERMS OF REFERENCE

PAVEMENT LINE, HAZARD, DELINEATION AND PICTOGRAM MARKINGS

FOR THE NATIONAL CAPITAL COMMISSION March 2014

1. SCOPE AND LOCATION OF WORK.

This specification identifies the details of work and materials required to implement the line marking contract within the Urban Lands and Transportation portfolio of the National Capital Commission (NCC).

It is important to note that the work will be done in both Ottawa and Gatineau, therefore the provincial standards and regulations must apply as per the province where work is being performed. The lists of sites and quantities are identified in table 1, for yearly work, table 2 and 3 for biennial work, table 4 provides specific details at each site and table 5 provides specific details for recreational pathways. The details identified in these tables are for references and the quantity may change slightly as per our future requirements. You will also find attached examples of line markings, drawings 920.1 (pavement marking patterns) and figure 53 drawing –Standard Pavement Markings (Arrows).

2. CONTRACT DURATION AND SCHEDULE

This contract is for a period of four (4) years starting on May 1, 2014 to November 30, 2017.

The work for all roads and parkways must be carried out between May 1 and May 30 of each year.

For pathways and parking lots only, work must be performed between May 1 and July 1 of each year with the approval of the NCC representative.

3. METHOD OF PAYMENT

Line marking of longitudinal and transversal lines will be paid on a linear meter basis in accordance with the type of lines. The pictograms and special markings (diamond markers, arrows, stop bars, chevrons, parking lines and others) will be paid per unit. The unit prices must include the purchase and supply of all materials and labor, including pre-marking when required, the paint application with glass beads as required, protection of markings with appropriate signage, barricades or beacons as necessary and all related expenses.

Payment will be done according to the actual marking performed on pavement excluding the spacing between broken lines.

4. <u>LINE MARKING – YEARLY REQUIREMENTS</u>

Due to heavy traffic and snow removal operations some locations require annual repainting of the line markings for roads, parking lots and pathways. The details of locations and the work are found in Tables 1, 4 and 5. The description of the total required work is an **approximate per year** and may vary slightly as new requirements arise. The lengths for different types of lines are identified in meters (m). The following are the total estimated yearly requirements:

TABLE 1: PAINT YEARLY QUANTITIES

Estimated Requirements		
Type of marking	Length/Unit	
Single solid line (yellow)	167 meters	
Double solid lines (yellow)	600 meters	
Single broken line (yellow)	700 meters	
Solid and Broken lines used simultaneously (yellow)	1,000 meters	
Single solid line (white)	105 meters	
Parking line (white)	147 units	
Parking line (yellow)	99 units	
Stop bar line	9 units	
Pedestrian crosswalk	5 units	
Arrow	3 units	
Chevron	2 units	
Universal access logo	9 units	
No Parking stencil and box	3 units	
Hatching Area	12 units	

Estimated Requirements for Pathways		
Type of marking	Length/Unit	
Single solid line (yellow)	23,749 meters	
Small bicycle logo	26 units	
Large bicycle logo	8 units	
Small arrow	44 units	
Pedestrian Logo	38 units	
Stop Line	10 units	

The contractor must provide the NCC with unit prices for <u>all</u> items based on these quantities using the form provided in Appendix A.

5. <u>LINE MARKING – BIENNIAL REQUIREMENTS</u>

Due to lower traffic and no snow removal operations some locations require only biennial repainting of the line markings for roads, parking lots and pathways. The details of locations and the work are found in tables 2, 3, 4 and 5. The description of the total required work is an **approximate** number and may vary slightly as new requirements arise. The lengths for different types of lines are identified in meters. The following are the total estimated biennial requirements by year:

TABLE 2: PAINT IN 2014 & 2016 QUANTITIES:

Estimated Requirements for Pathways		
Type of marking	Length/Unit	
Single solid line (yellow)	58,397 meters	
Small bicycle logo	20 units	
Large bicycle logo	5 units	
Small arrow	20 units	
Pedestrian Logo	18 units	
Stop Lines	17 units	
Diamond Logo	8 units	

TABLE 3: PAINT IN 2015 & 2017 QUANTITIES:

Estimated Requirements		
Type of marking	Length/Unit	
Single solid line (yellow)	2,379 meters	
Double solid lines (yellow)	0 meters	
Single broken line (yellow)	0 meters	
Solid and Broken lines used simultaneously (yellow)	0 meters	
Single solid line (white)	130 meters	
Parking line (white)	1,546 units	
Parking line (yellow)	0 units	
Stop bar line	25 units	
Pedestrian crosswalk	4 units	
Arrow	0 units	
Chevron	0 units	
Universal access logo	60 units	
No Parking stencil and box	4 units	
Hatching area	25 units	

TABLE 3: PAINT IN 2015 & 2017 QUANTITIES - CONTINUE

Estimated Requirements for Pathways		
Type of marking	Length/Unit	
Single solid line (yellow)	36,845 meters	
Small bicycle logo	16 units	
Large bicycle logo	9 units	
Small arrow	20 units	
Pedestrian logo	10 units	
Stop line	21 units	
Diamond logo	4 units	

The contractor must provide the NCC with unit prices for <u>all</u> items based on these estimated quantities using the form provided in Appendix A.

The Contractor shall provide at his/her own expense all of the following services related to the pavement line, hazard, delineation and pictogram markings.

6. ROADWAY/ PARKING MARKINGS/ PATHWAYS

6.1. Scope of Work

- a. Provide necessary Equipment/material (e.g. marking templates, etc.) and repaint all pavement roadway/parking lot lines (solid/dot, double, edge, tail, curb, etc.) and hazard/delineation/ pictogram (arrows, stop bars, bull noses, etc.) markings.
- b. Provide necessary Equipment/material (e.g. marking templates, etc.) and repaint all pathway pavement lines (solid) and hazard/delineation/pictogram (bike, arrow.) markings.
- c. Pre-marking and erasing to be done at Contractor's expense and only on instructions from the NCC.
- 6.2. <u>Material</u>
 - a. Paint (to be provided by the Contractor) to conform with the attached specification section 32 17 23 Pavement Markings.
- 6.3. Equipment
 - a. Apply with a pressure type mobile applicator capable of marking uniformly, to dimensions as indicated and to have positive shut off;
 - b. Marking templates to be provided by the Contractor at his/her own expense and to the quantities to meet all requirements; and
 - c. In conformance with the attached specification section 32 17 23 Pavement Markings.

6.4. <u>Technical Procedures</u>

- a. Provide a work schedule prior to initiating any painting (NCC to approve work schedule);
- b. Layout, paint, repaint line, hazard, delineation and pictogram markings according to dimensions, lengths and spacing of original lines and/or as specified by the NCC and Provincial requirements;
- c. Fabricate templates required for hazard, delineation and pictogram markings as specified by NCC standards;
- d. Sweep pavement in advance of any painting if required;
- e. Apply paint at night only (between 8:00 pm and 6:00 am) on dry pavement only (when rain is not forecasted within the next 4 hours), in temperatures above 10 Celsius and when wind speed is less than 30 km/hour;
- f. Heat paint to manufacturer's specifications immediately before application;
- g. Paint lines as wide as original lines and with sharp edges. New pathway lines are 65mm wide;
- h. Main pathways to have a solid line at intersections. Secondary pathway lines should have a space with no lines when joining main pathways.
- i. Apply paint by spray method in layers not thinner than 0.4 mm and not thicker than 0.8 mm (rate of application to be one liter of paint for not less than 10 m of line and not more than 20 m) and in conformance with manufacturer's instructions;
- j. Colour to match existing line colour (or change colour as requested by the NCC);
- k. Protect markings until dry; supply and install appropriate barricades, signage and beacons as required by the Provincial Standards; ensure that barricades and signage are properly placed at all times;
- 1. Apply glass beads by either the premix method or the overlay; does not apply to parking lines.
- m. Ensure that traffic is kept off of painted lines;
- n. Remove immediately any spilled paint or wrongly located lines; and
- o. In conformance with the attached specification section 32 17 23 Pavement Markings.

TABLE 4 — DETAILS OF ROADWAY/PARKING MARKINGS

Note: Distances in m = meters		
 <u>Alexandra Bridge approach (Québec)</u> 1 Large pedestrian crosswalk 2 Pedestrian crosswalks 3 arrows 1 stop bar line Painted Yearly 	Bate Island (off Champlain Bridge)• 400 m single solid line (yellow)• 90 white parking lines• 7 universal access logos• 7 stop bar lines• 8 Hatching areas• Paint in 2015 & 2017	 <u>Champlain Bridge Parking Lot (Ontario)</u> 17 m single solid line (yellow) 1 stop bar line 55 yellow parking lines 2 yellow universal access logos 5 Hatching areas Painted Yearly
 <u>Deschênes Rapids (Québec)</u> 65 m single solid line (yellow) 26 white parking lines 2 universal access logos 1 stop bar line 1 Pedestrian crosswalk Paint in 2015 & 2017 	 <u>Deschênes Parking Lot (Ontario)</u> 10 m single solid line (yellow) 44 yellow parking lines 2 universal access logos 1 stop bar lines 1 Pedestrian crosswalk 2 Hatching areas Painted Yearly 	Hog's Back Parking Lot• 140 m single solid line (yellow)• 105 m single solid line (white)• 147 white parking lines• 9 universal access logos• 1 stop bar line• 2 Pedestrian crosswalks• 5 Hatching areas• Painted Yearly

TABLE 4 — DETAILS OF ROADWAY/PARKING MARKINGS – CONTINUE

Note: Distances in m = meters

Jacques-Cartier Park•40 m single solid line (yellow)•3 stop bar lines•1 Pedestrian crosswalks•78 white parking lines, Maison Charron, Maison du Vélo + North•4 universal access logos•5 Hatching areas•Paint in 2015 & 2017	 Lac des Fées Parkway 1,000 m solid and broken lines used simultaneous (yellow) 700 m single broken line (yellow) 600 m double solid lines (yellow) 5 stop bar lines 2 chevrons Painted Yearly 	Leamy Lake Park 1,700 m single solid line (yellow) 130 m single solid line (white) 580 white parking lines 13 universal access logos 2 stop bar lines 3 white "no parking" box lines 1 Pedestrian crosswalk 16 Hatching areas Paint in 2015 & 2017
Nordic Circle parking near BillingsBridge• 10 m single solid line (yellow)• 45 white parking lines• 2 universal access logos• 1 stop bar line• 2 Hatching areas• Paint in 2015 & 2017	 <u>Remic Rapids Parking</u> 73 white parking lines 20 m single solid line (yellow) 1 stop bar line 3 universal access logos Paint in 2015 & 2017 	 <u>Rockcliffe Parkway P1</u> 10 m single solid line (yellow) 79 white parking lines 1 stop bar line 2 universal access logos 2 Hatching areas Paint in 2015 & 2017
 <u>Rockcliffe Parkway P2</u> 15 white parking lines 1 universal access logo 1 hatching area Paint in 2015 & 2017 	 <u>Rockcliffe Parkway P3</u> 10 white parking lines 1 stop bar line Paint in 2015 & 2017 	 <u>Rockcliffe Parkway P4</u> 37 white parking lines 1 no parking stencil 1 stop bar line 2 universal access logos 2 Hatching areas Paint in 2015 & 2017
Rockcliffe Parkway P5• 39 white parking lines• 1 stop bar line• Paint in 2015 & 2017	Rockcliffe Parkway P6• 30 m single solid line (yellow)• 42 white parking lines• 2 stop bar lines• 4 universal access logos• 4 Hatching areas• Paint in 2015 & 2017	Rockcliffe Parkway P7• 60 m single solid line (yellow)• 31 white parking lines• 1 stop bar line• 4 universal access logos• 4 Hatching areas• Paint in 2015 & 2017
Rockcliffe Parkway P8• 17 m single solid line (yellow)• 28 white parking lines• 1 stop bar line• 2 universal access logos• 2 Hatching areas• Paint in 2015 & 2017	 <u>Victoria Island Parking</u> 16 m single solid line (yellow) 1 stop bar line 21 white parking lines 2 universal access logos 2 Hatching areas Paint in 2015 & 2017 	 <u>Vincent Massey Parking Lot</u> 11 m single solid line (yellow) 356 white parking lines 12 universal access logo 2 pedestrian crosswalks 2 small arrows 1 stop bar line 12 Hatching areas Paint in 2015 & 2017

TABLE 5 – DETAILS OF PATHWAY MARKINGS

Pathway	Approximate Line Length	Hazard/Delineation/ Pictogram Marking Quantities
Alexandra Bridge Boardwalk Painted Yearly two times: once in Spring and once in Fall	 Spring Work: 1637 m (solid yellow) (from Taché to Mackenzie) 1637 m solid (white line) (from Taché to Mackenzie) 20 small arrows 18 pedestrian logos 10 small bicycle logos Fall work: 1637 m (solid yellow) (from Taché to Mackenzie) 1637 m solid (white line) (from Taché to Mackenzie) 20 small arrows 18 pedestrian logos 10 small bicycle logos 	 <u>All locations combined:</u> Approx. 250 logos such as bicycle logo, pedestrian logo or small arrow markings (white) for Alexandra Bridge wood boardwalk, Portage Bridge and Champlain Bridge) will be painted on a yearly basis Note: m = meters
Aviation / Ottawa River Pathways Paint in 2015 & 2017	10,010 m (solid yellow)	
Britannia (ORP to Acres) Paint in 2014 & 2016	4,058 m (solid yellow)	
Colonel By Drive (Rideau Canal Corridor East – N) – Painted Yearly	4,201 m (solid yellow)	
Colonel By Drive (Rideau Canal Corridor East – S) – Painted Yearly	3,595 m (solid yellow)	
Experimental Farm Paint in 2014 & 2016	8,287 m (solid yellow)	
Des Pionniers/ Champlain Pathways Paint in 2015 & 2017	3,810 m (solid yellow)	
Gatineau River Pathway – Paint in 2015 & 2017	4,867 m (solid yellow)	
Lac Leamy Pathway – Paint in 2014 & 2016	3,788 m (solid yellow)	
Leamy Creek Pathway – Paint in 2014 & 2016	5,147 m (solid yellow)	
Lac des Fées – Paint in 2015 & 2017	2,686 m (solid yellow)	
Major's Hill Park Pathway (ORP) Paint in 2014 & 2016	305 m (solid yellow)	
Montcalm-Taché Park – Paint in 2014 & 2016	70 m (solid yellow)	
Ottawa River Pathway (East - Rockcliffe) Paint in 2014 & 2016	4,373 m (solid yellow)	
Ottawa River Pathway (West – Parliament to JAM) Paint in 2014 & 2016	12,958 m (solid yellow)	
Portage Bridge - Painted Yearly	724 m (solid yellow)	

Pathway	Approximate Line Length	Hazard/Delineation/ Pictogram Marking Quantities
Queen Elizabeth Drive (Rideau Canal Corridor West – N) Painted Yearly	4,542 m (solid yellow)	
Queen Elizabeth Drive (Rideau Canal Corridor West – S) Painted Yearly	4,139 m (solid yellow)	
Rideau River Eastern Pathway (North) Paint in 2014 & 2016	7,048 m (solid yellow)	
Rideau River Eastern Pathway (South) Paint in 2014 & 2016	6,733 m (solid yellow)	
Sentier de l'Île (Laurier to Saint-Rédempteur) Paint in 2015 & 2017	1,058 m (solid yellow)	
Pinecrest Creek - Paint in 2014 & 2016	5,630 m (solid yellow)	
Voyageurs Pathway (East) Paint in 2015 & 2017	6,595 m (solid yellow)	
Voyageurs Pathway (West) Paint in 2015 & 2017	7,819 m (solid yellow)	
TOTAL	119,036 m approximately	

Pathway lines to be painted in 2014 = 58,397m **plus** all areas that are to be done on a yearly basis 23,749 m = **82,146** m of pathway lines to be painted in **2014** and again in **2016** at various sites.

Pathway lines to be painted in 2015 = 36,845m **plus** all areas that are done on a yearly basis 23,749m = **60,594m of pathway lines to be painted in 2015 and again in 2017 at various sites**.

7. ENVIRONMENTAL MEASURES

Contractor must be in compliance the Fisheries Act of Fisheries and Oceans Canada (DFO).

- a. Store, mix and transfer paints and solvents at the depot area and not on the bridge to prevent these materials from entering the water in the event of a spill.
- b. Do not clean equipment in the watercourse or where the wash-water can enter the watercourse.
- c. Store all oils, lubricants, fuels and chemicals in the secure depot area on impermeable pads, provide berms if necessary.
- d. Maintain machinery and equipment to avoid leakage of fuels and liquids and refuel machinery and equipment only in the secure depot area on impermeable pads or buried liners designed to allow full containment of spills.
- e. Ensure measures are in place to minimize impacts of accidental spills; all measures and procedures are to adhere to provincial and federal regulations; report all spills to the NCC Project Manager, the NCC Emergency Service (613-239-5353) and the Ontario Spill Action Centre (1-800-268-6060).

f. Follow all applicable provincial, federal and municipal environmental statutes, legislation, regulations and by-laws as applicable.

8. <u>HAZARDOUS MATERIALS MANAGEMENT</u>

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.

- a. 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.
- b. 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.
- c. All hazardous materials must be labelled in accordance with WHMIS requirements.
- d. 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 3.3 on Spills*).
- e. When transporting hazardous materials, these materials must be labelled and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods.
- f. Hazardous wastes, and containers which previously contained hazardous materials, must be disposed of in accordance with provincial and federal regulations.

9. SPILLS / EMERGENCY RESPONSE

All spills and emergency situations MUST be reported immediately to NCC Project Manager, the NCC Emergency Service (613-239-5353) and the Ontario Spill Action Centre (1-800-268-6060).

The NCC has developed a Spills Procedure to ensure that 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.

- a. 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.
- b. Employees must be trained on how to use the spill material and equipment.
- c. All used absorbent material must be disposed of in accordance with applicable regulatory requirements.
- d. In the event of an emergency, follow the procedures outlined in the NCC Spills Procedure.
- e. Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC Environmental Services division immediately.
- f. All spills must also be reported to the appropriate provincial authority where a spill:
 - o 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).
- g. Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
- h. 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.
- i. 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.

END OF SECTION

February 2014 National Capital Commission PAVEMENT MARKINGS Page 1

Part 1 General

1.1 MEASUREMENT FOR PAYMENT

- .1 Pavement marking: measured by linear metres of solid lines or painted length of dash lines.
- .2 Pavement marking including reflective glass beads: measured by metres of solid lines or painted length of dash lines.
- .3 Supply of paint: measured in litres.
- .4 Supply of reflective glass beads: measured in kilograms.
- .5 Symbols and letters: measured in units.

1.2 REFERENCES

- .1 Canadian Environmental Protection Act (CEPA) 1999
 - .1 Volatile Organic Compound (VOC) Concentration Limits for Architectural Coatings Regulations (SOR/2009-264)
- .2 Canada Green Building Council (CaGBC)
 - .1 LEED Canada-NC Version 2009, LEED (Leadership in Energy and Environmental Design): Green Building Rating System Reference Package For New Construction and Major Renovations.
- .3 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-1.5- 99, Low Flash Petroleum Spirits Thinner.
 - .2 CAN/CGSB 1.74- 01, Alkyde Traffic Paint.
- .4 Green Seal Environmental Standards (GS)
 - .1 GS-11-2011, 3rd Edition, Paints and Coatings.
- .5 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .6 The Master Painters Institute (MPI)
 - .1 Architectural Painting Specification Manual current edition.
- .7 South Coast Air Quality Management District (SCAQMD), California State, Regulation XI. Source Specific Standards
 - .1 SCAQMD Rule 1113- A2013, Architectural Coatings.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Product Data:
 - .1 Submit manufacturer's printed product literature and data sheets for pavement markings and include product characteristics, performance criteria, physical size, finish and limitations.

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PAVEMENT MARKINGS Page 2

- .2 Submit two copies of WHMIS MSDS in accordance with Health and Safety Requirements.
- .2 Samples:
 - .1 Submit to the NCC Contract Management Officer (CMO) following material sample quantities at least 2 weeks prior to commencing work.
 - .1 One 1 L samples of each type of paint.
 - .2 One 1 kg sample of glass beads.
 - .3 Sampling to MPI Painting Manual.
 - .2 Mark samples with name of project and its location, paint manufacturer's name and address, name of paint, MPI specification number and formulation number and batch number.
- .3 Sustainable Design Submittals:
 - .1 Construction Waste Management:
 - .1 Submit project Waste Management Plan highlighting recycling and salvage requirements.
 - .2 Low-Emitting Materials: submit listing of paints and coatings to comply with VOC and chemical component limits or restrictions requirements.

1.4 CLOSEOUT SUBMITTALS

.1 Operations and Maintenance Data: submit information on materials relative to work of this Section for inclusion in operations and maintenance manual.

1.5 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials off ground and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Replace defective or damaged materials with new.
- .4 Packaging Waste Management: remove for reuse and return of pallets, crates, padding, packaging materials as specified in Construction Waste Management Plan.

Part 2 Products

2.1 MATERIALS

- .1 Paint:
 - .1 To MPI -EXT 2.1A, Latex zone/traffic marking.

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PAVEMENT MARKINGS Page 3

- .2 To MPI -EXT 2.1B, Alkyd zone/traffic marking.
- .3 Paints: in accordance with MPI recommendation for surface conditions.
 - .1 Paints: maximum VOC limit 150 g/L to CEPA 1999, Volatile Organic Compound (VOC) Concentration Limits for Architectural Coatings Regulations (SOR/2009-264)
- .4 Colour: to Provincial Standards, MPI listed, yellow, black, white and blue.
- .5 Upon request the CMO will supply qualified product list of paints applicable to work. Qualified paints may be used. The CMO reserves the right to perform further tests.
- .2 Thinner: to MPI listed manufacturer.
- .3 Glass reflective beads: type suitable for application to wet paint surface for light reflectance and in accordance with Provincial Standards.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions: verify conditions of substrates and surfaces to receive pavement markings previously installed under other Sections or Contracts are acceptable for product installation in accordance with MPI instructions prior to pavement markings installation.
 - .1 Visually inspect substrate in presence of CMO.
- .2 Pavement surface: dry, free from water, frost, ice, dust, oil, grease and other deleterious materials.
- .3 Proceed with Work only after unacceptable conditions have been rectified.

3.2 EQUIPMENT REQUIREMENTS

- .1 Paint applicator: approved pressure type mobile with positive shut-off distributor capable of applying paint in single, double and dashed lines and capable of applying marking components uniformly, at rates specified, and to dimensions as indicated.
- .2 Distributor: capable of applying reflective glass beads as overlay on freshly applied paint.

3.3 TRAFFIC CONTROL

- .1 Province of Ontario: Ontario Traffic Manual (OTM).
- .2 Province of Québec: Le ministère des Transports du Québec Ouvrages Routiers.

3.4 APPLICATION

- .1 Pavement markings: laid out by Provincial Requirements and CMO.
- .2 Unless otherwise approved by CMO, apply paint only when air temperature is above 10 degrees C, wind speed is less than 30 km/h and no rain is forecast within next 4 hours.
- .3 Apply traffic paint evenly as per manufacturers' instructions.

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National Capital Commission

- .4 Do not thin paint unless approved by CMO and Manufacturer.
- .5 Symbols and letters to dimensions indicated.
- Paint lines: of uniform colour and density with sharp edges. .6
- .7 Thoroughly clean distributor tank before refilling with paint of different colour.
- .8 Apply glass beads at rate of 0.5 kg/l of painted area and as per Provincial requirements immediately after application of paint.

3.5 TOLERANCE

- .1 Paint markings: within plus or minus 12 mm of dimensions indicated.
- .2 Remove incorrect markings.

3.6 CLEANING

- .1 Progress Cleaning: clean in accordance with best industry practices.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.
- .3 Waste Management: separate waste materials for reuse, recycling in accordance with Waste Management Plan.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

3.7 **PROTECTION OF COMPLETED WORK**

- .1 Protect pavement markings until dry.
- .2 Repair damage to adjacent materials caused by pavement marking application.

END OF SECTION

APPENDIX A — PRICING SCHEDULE NG257 - Pavement Line Markings

			Es	stimated Quan	tities	Year 1 - 2014		Year 2 — 2015		Year 3 — 2016		Year 4 — 2017	
Line Item	Marking Type	UoM	Yearly (A)	2014 & 2016 (B)	2015 & 2017 (C)	All-inclusive Unit Price (D)	Amount (A+B+C) x D	All-inclusive Unit Price (E)	Amount (A+B+C) x E	All-inclusive Unit Price (F)	Total (A+B+C) x F	All-inclusive Unit Price (G)	Amount (A+B+C) x G
Roads	and Parking Lots												
1	Single solid line (yellow)	l.m.	167		2,379		\$-		\$ -		\$-		\$ -
2	Double solid lines (yellow)	l.m.	600				\$-		\$-		\$-		\$ -
3	Single broken line (yellow)	l.m.	700				\$-		\$-		\$-		\$ -
	Solid and Broken lines used												
4	simultaneously (yellow)	l.m.	1,000				\$-		\$ -		\$-		\$ -
5	Single solid line (white)	l.m.	105		130		\$-		\$-		\$-		\$ -
6	Parking lines (White)	unit	147		1,546		\$-		\$-		\$-		\$ -
7	Parking lines (Yellow)	unit	99				\$-		\$-		\$-		\$ -
8	Stop bar lines	unit	9		25		\$-		\$-		\$-		\$ -
9	Pedestrian crosswalks	unit	5		4		\$-		\$-		\$-		\$ -
10	Arrows	unit	3				\$-		\$-		\$-		\$ -
11	Chevrons	unit	2				\$-		\$-		\$-		\$ -
12	Universal access logos	unit	9		60		\$-		\$ -		\$-		\$ -
13	No Parking stencil and box	unit	3		4		\$-		\$-		\$-		\$-
14	Hatching areas	unit	12		25		\$-		\$-		\$-		\$-
Pathways													
15	Single solid line (yellow)	l.m.	23,749	58,397	36,845		\$-		\$-		\$-		\$-
16	Small bicy cle logo	unit	26	20	16		\$-		\$-		\$-		\$-
17	Large bicy cle logo	unit	8	5	9		\$-		\$-		\$-		\$ -
18	Small arrow	unit	44	20	20		\$-		\$-		\$-		\$ -
19	Pedestrian Logos	unit	38	18	10		\$-		\$-		\$-		\$ -
20	Diamond logo	unit		8	4		\$-		\$ -		\$-		\$ -
21	Stop lines	unit	10	17	21		\$-		\$-		\$-		\$ -
						S ub-total	\$ -		\$ -		\$ -		\$ -
Notes:			13% OHST	\$-		\$-		\$-		\$ -			
1. L.m. means Linear meter.				Total Yr 1	\$-	Total Yr 2	\$-	Total Yr 3	\$-	Total Yr 4	\$ -		

2. Per unit means one complete pictogram or area of hatching.

GRAND TOTAL for all 4 years: \$

Company name:

Representative

— Complete the form in its entirety

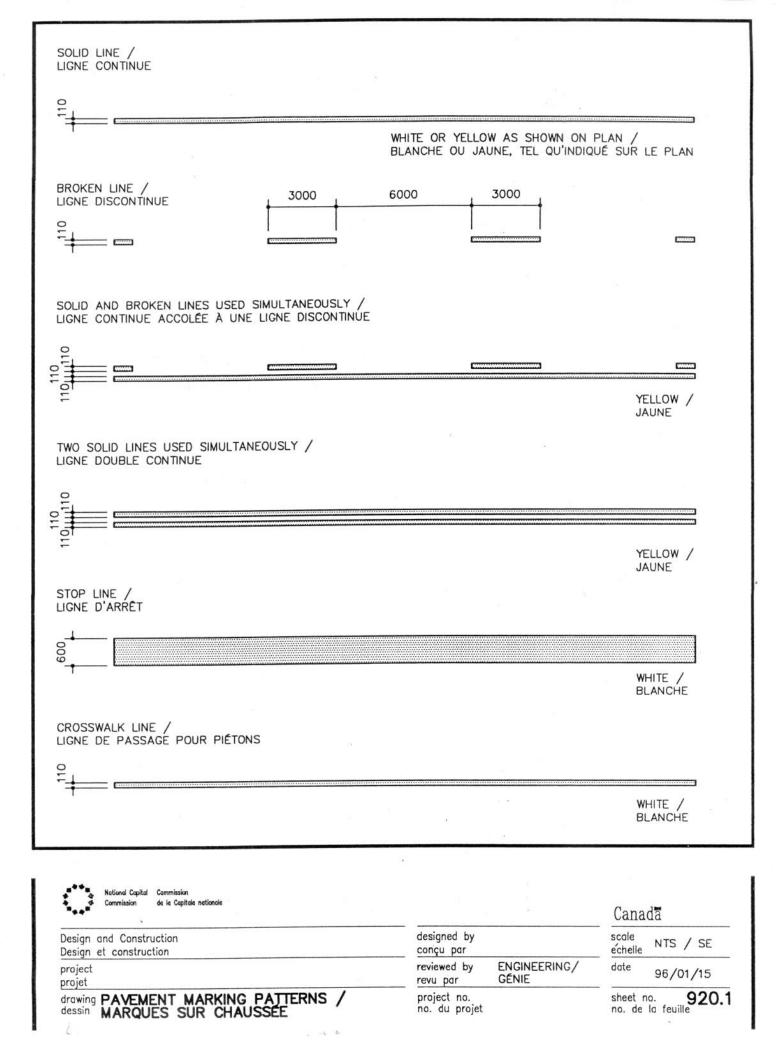
-

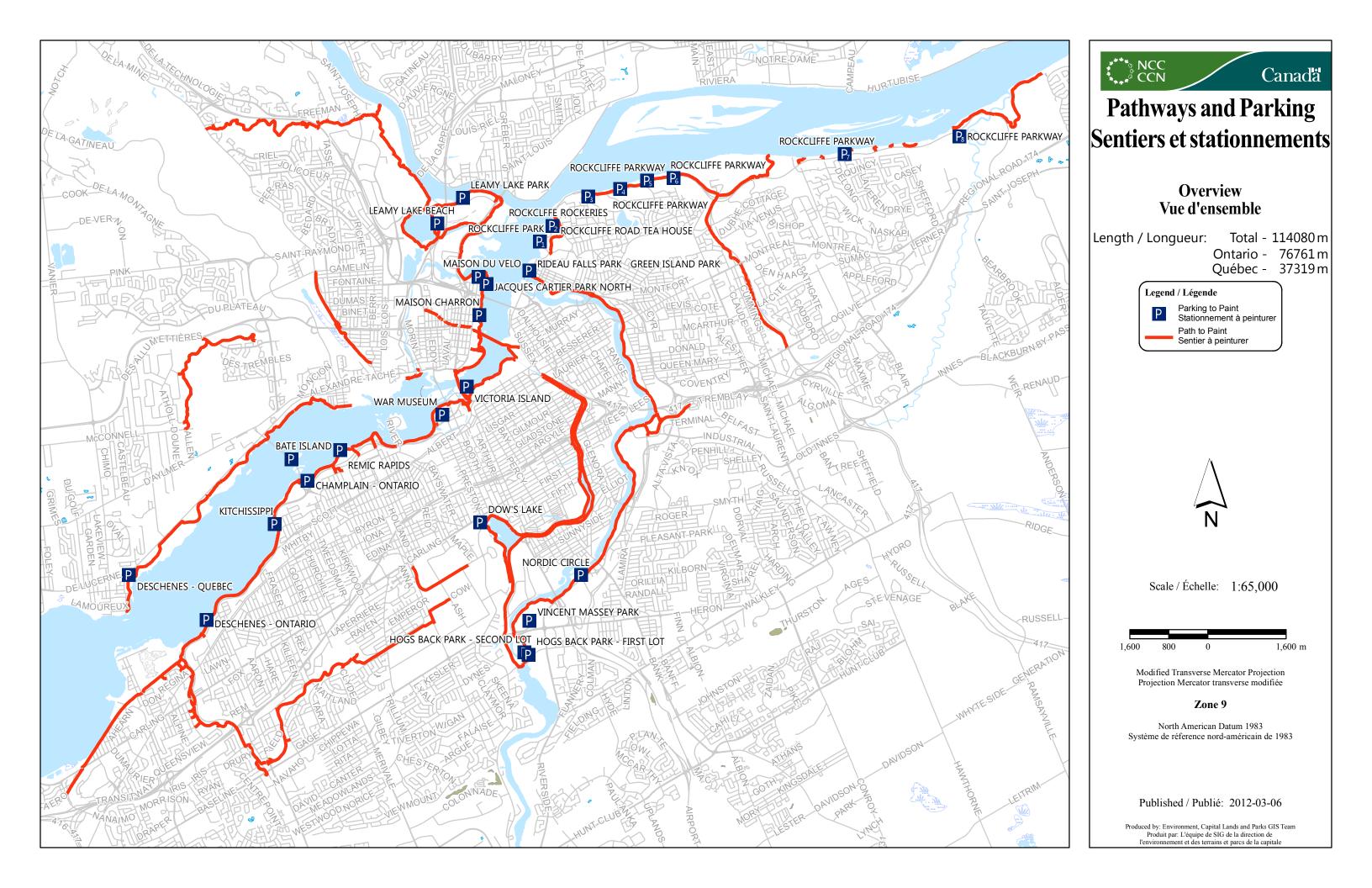
— All-inclusive unit prices exclude taxes

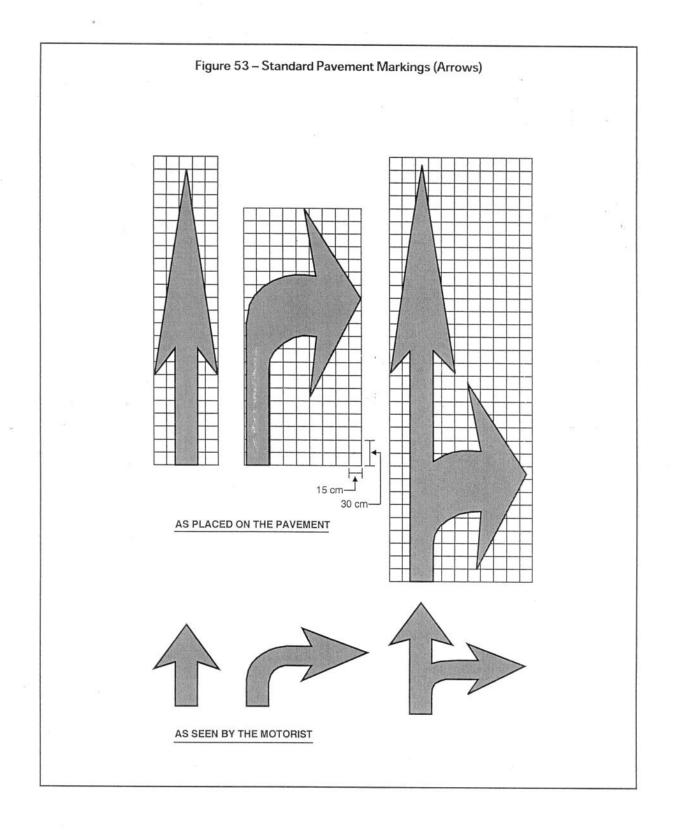
Signature_____

Date:_____

- All amounts shall be in Candian dollars









Sunday Bikedays

Les vélosdimanches kilometres of pure pleasure!

The following parkways are closed to motor vehicles every Sunday morning from Victoria Day weekend to Labour Day.

Colonel By Drive*†	8 km	9 am to 1 pm
Sir John A. Macdonald Parkway (westbound lanes) [†]	9 km	9 am to 1 pm
Rockcliffe Parkway†	8 km	9 am to 1 pm
Gatineau Park parkways**	I) 27 km II) 3.5 km	6 am to 11 am 6 am to 1 pm

See reverse for the Alcatel-Lucent Sunday Bikedays map (A).

- * Alcatel-Lucent Sunday Bikedays is cancelled on Colonel By Drive on Sunday, May 26, for the National Capital Race Weekend.
- ** The majority of Gatineau Park parkways cover very hilly terrain (1). North of Lac-Meech Road (parking lot P8) is ideal for families with young children (II). *†* Visit our website at canadascapital.gc.ca/cycling for the schedule of special activities.

kilomètres de pur plaisir!

Les promenades suivantes sont fermées à la circulation automobile tous les dimanches matin, du weekend de la fête de la Reine à la fête du Travail.

Promenade du Colonel-By*†	8 km	de 9 h à 13 h
Promenade de Sir-John-A Macdonald (direction ouest) [†]	9 km	de 9 h à 13 h
Promenade de Rockcliffe†	8 km	de 9 h à 13 h
Promenades du parc de la Gatineau**	I) 27 km II) 3,5 km	de 6 h à 11 h de 6 h à 13 h

La carte des vélos-dimanches Alcatel-Lucent se trouve au verso (A).

- * Les vélos-dimanches Alcatel-Lucent sont annulés sur la promenade du Colonel-By, le dimanche 26 mai, durant la Fin de semaine des courses de la capitale nationale.
- ** Les promenades du parc de la Gatineau présentent de fortes pentes (I). Une section convient bien aux familles avec de jeunes enfants : celle qui est située au nord du chemin du Lac-Meech (aire de stationnement P8) (II).
- † Vous trouverez l'horaire des activités spéciales sur notre site Web à capitaleducanada.gc.ca/velo.



Capitales CANADA'S CAPITAL REGION LA RÉGION DE LA CAPITALE LA RÉGION DE LA CAPITALE DU CANADA

Ottawa Public Health / Santé publique Ottawa



PLEASE SHARE THE PATH

- Maximum speed: 20 kilometres/hour
- Yield to pedestrians. • Keep to the right.
- Stay on the designated pathways Sound your bell or call out before passing. and avoid isolated areas.
 - Obey all pathway signs. For more information, visit
 - canadascapital.gc.ca/cycling. Go Safely

Safety Tips - Conseils de sécurité

POUR BIEN PROFITER **DE VOS BALADES SUR** LE SENTIER DE LA CAPITALE

MAKE THE MOST OF YOUR OUTING ON

Wear a helmet.

danger.

THE CAPITAL PATHWAY

• Tell others where you are going.

Call 911 immediately if you suspect

Report other unsafe conditions to

the NCC by calling **613-239-5353**.

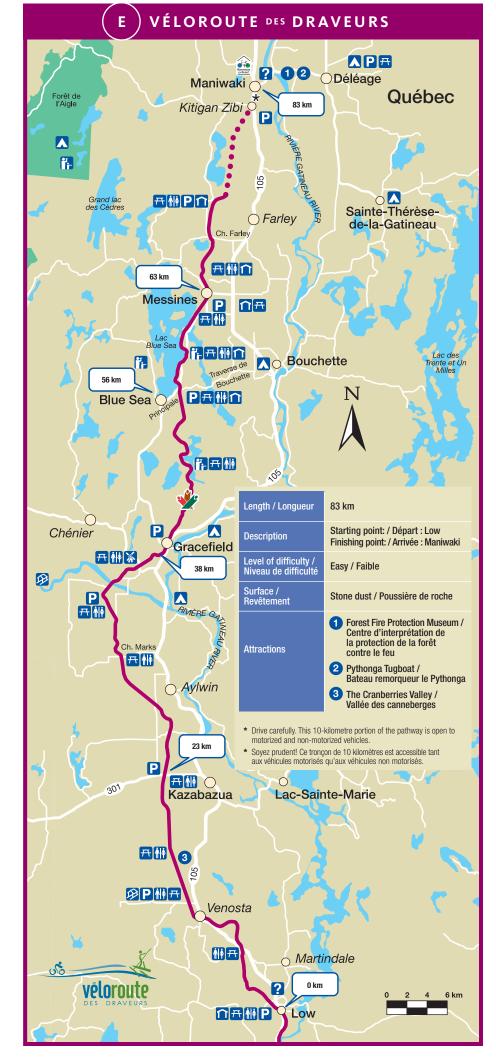
Carry a cellphone or whistle.

- Portez un casque protecteur. Demeurez sur les sentiers désignés
- et évitez les endroits isolés. Prévenez quelqu'un de votre trajet.
- Apportez un téléphone cellulaire ou un sifflet.
- Composez le 911 si vous soupçonnez la présence d'un danger.
- Signalez à la CCN toute autre situation dangereuse en composant le 613-239-5353.

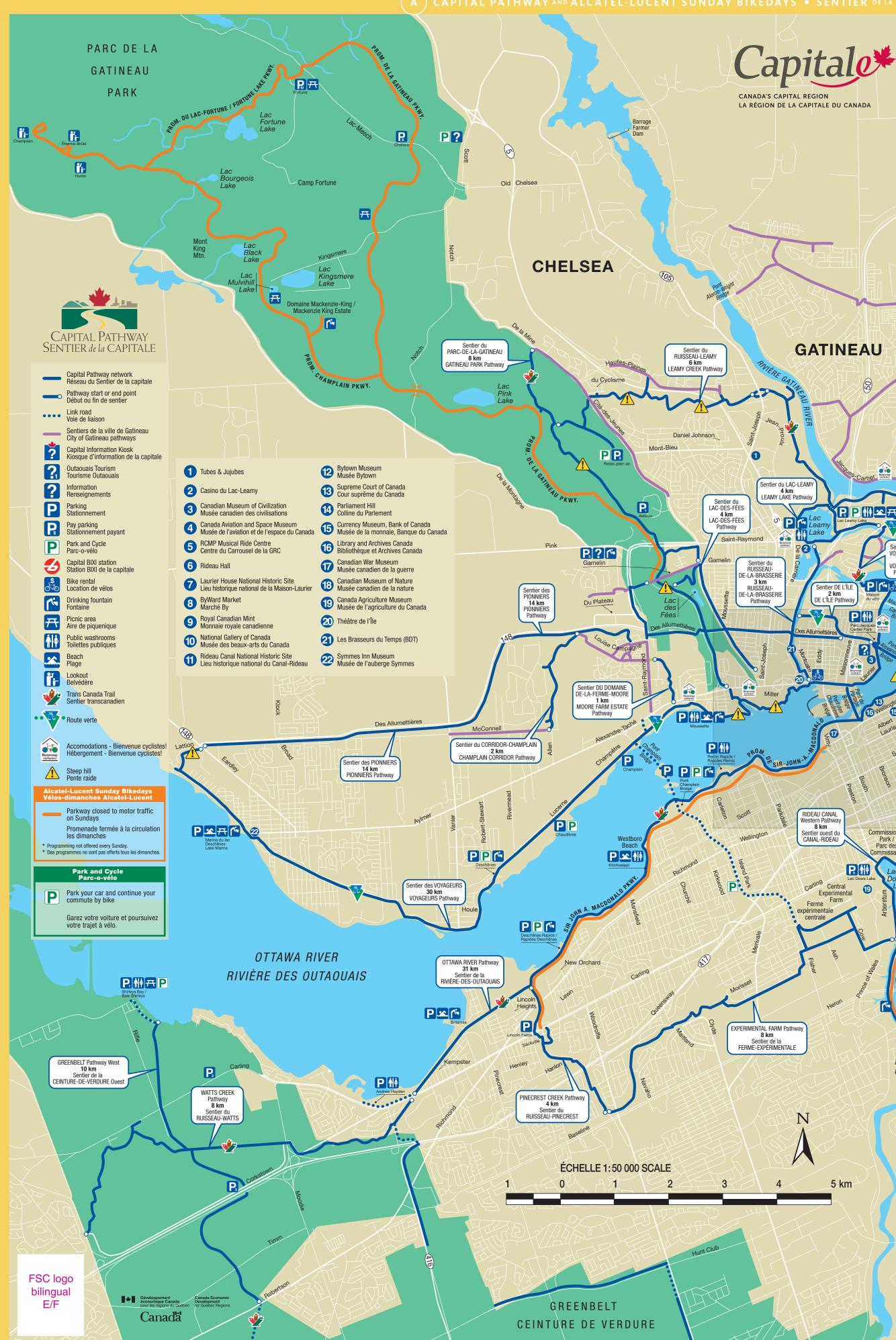
PARTAGEONS LES SENTIERS

- La vitesse maximale est de
- 20 kilomètres/heure.
- Cédez le passage aux piétons. • Gardez la droite du sentier.
- Avant de dépasser, donnez un coup de sonnette ou avertissez à haute voix.
- Respectez la signalisation. Pour de plus amples renseignements, consultez le capitaleducanada.gc.ca/velo











50

THE CAPITAL PATHWAY

Ottawa Locks, Rideau Canal
Écluses d'Ottawa, canal Rideau

(148)

AVIATION Pathway **7 km** Sentier de l'AVIATION

Discover a gem in the heart of Canada's Capital Region. The Capital Pathway network offers more than 236 kilometres of pathways that link parks and flower gardens to museums and major attractions in Ottawa and Gatineau. Enjoy your favourite outdoor activity, whether it is cycling, walking or in-line skating.

Urban Fun Plaisirs urbains

LE SENTIER DE LA CAPITALE

OTTAWA RIVER Pathway

31 km Sentier de la

RIVIÈRE-DES-OUTAOUA

PP-

PROM. DE ROCKCLIFFE PKWY.

Découvrez un véritable joyau au cœur de la région de la capitale du Canada. Le Sentier de la capitale offre plus de 236 kilomètres de sentiers reliant parcs et jardins fleuris aux musées et aux principales attractions tant à Ottawa qu'à Gatineau. Faites-vous plaisir en pratiquant votre activité de plein air favorite, que ce soit le vélo, la marche ou le patin à roues alignées!

•••••

PP

GREENBELT Pathway East

5 km Sentier de la CEINTURE-DE-VERDURE Est

P

GATINEAU

Cartier **PPMA**AC

Sentier de VOYAGEURS 30 km VOYAGEURS Pathway

Sentier DE L'ÎLE 2 km DE L'ÎLE Pathway P

Park

P M

Central

Experimenta

Farm

5 km

≬[^∿]

Mooney's Bay

Baie Mooneys

8 Locks' Flat ne des 8 éc

ÀÀ

RIDEAU CANAL Eastern Pathway 8 km Sentier est du CANAL-RIDEAU

Station

PP-RP

Duma Brodeur

Donald

Queen Mary

OTTAWA

RIDEAU RIVER Eastern Pathway **12 km** Sentier est de la RIVIÈRE-RIDEAU

Piłł

Sentier des PIONNIERS

14 km

PIONNIERS Pathwa

Chauveau

Graham

MACDONALD PKWY.

Sentier des VOYAGEURS

30 km

VOYAGEURS Pathway

Murr

Tremblay

(417)

- Antonio

(417)

GREENBELT CEINTURE DE VERDURE

Riverside lands at the Canadian Museum of Civilization
 Terrains riverains du Musée canadien des civilisations

Downtown / Centre-ville Saint-Étie Des Allumettières Charlevo Garneau Papineau 3 Daly Stewar Wright 🛃 Wellingtor RIDEAU CANAL Du Portage Eastern Pathway 14 8 km ? Sentier est du CANAL-RIDEAU ONEL

RIDEAU CANAL Western Pathway 8 km Sentier ouest du CANAL-RIDEAU 18 PROM. DE SIR-

(417) capital.bixi.com
capitale.bixi.com

OTTAWA RIVER Pathway 31 km Sentier de la RIVIÈRE-DES-OUTAOUAIS

 Locations of Capital BIXI stations are subject to change. • L'emplacement des stations de BIXI de la capitale pourrait changer.



(417



INSTRUCTIONS TO TENDERERS

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.

INSTRUCTIONS TO TENDERERS

- 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.

INSTRUCTIONS TO TENDERERS

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.

Tenders are to be submitted in two copies, duly completed in the envelope provided. The tenderer should retain the third copy of the tender for his record.

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 that \$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

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.

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.

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.

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

- 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

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.

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.

GENERAL CONDITIONS

- 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.

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 coinsured, 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.

BID BOND

			Bond Number	
			Amount	\$
KNOW ALL MEN BY THESE PRESEN	ITS, that			as Principal,
hereinafter called the Principal, and				as Surety, hereinafter
called the Surety, are, subject to the co	nditions hereinafter con	ntained, held and firmly bou	nd unto the National Capita	al Commission as
Obligee, hereinafter called the NCC,	In the amount of			dollars
(\$), lawful	money of Canada, for	the payment of which sum	, well and truly to be made	, the Principal and
the Surety bind themselves, their heirs,	executors, administrate	ors, successors and assign	s, jointly and severally, firm	nly by these presents.
SIGNED AND SEALED this	day of		, WHEF	REAS, the Principal has
submitted a written tender to the NCC,	dated the	day of		_ , ,
for:				

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:
 - 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does
 - 2. furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the NCC, or other security acceptable to the NCC; or
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the NCC for an amount greater than the amount specified in the bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness _____

Surety

Note: Affix Corporate seal if applicable.



Canadä

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 the 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.





SECURITY REQUIREMENTS

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;

 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 <u>as well as any recurring subcontractors</u> (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

 NCC
 CCN



New supplier Nouveau fournisseur

Update / Mise à jour

Supplier No. / No du fournisseur

For NCC use only / À l'usage de la CCN seulement

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

PART 'A' – IDENTIFICATION / PARTIE 'A' - IDENTIFICATION	On early a second of the second side of the state of the second second second second second second second second					
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					
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.						
Address / Adresse						
	Telephone no. / Fax no. / No. de □elephone : No. De télécopieur :					
Postal code / Code postal						
PART 'B' – STATUS OF SUPPLIER / PARTIE 'B' – STATUT DU FOURNI	Last Name / Nom de famille First name / Prénom Initial / Initiale					
(1) Sole proprietor If sole proprietor, provide Si propriétaire unique, indiquez :						
(2) Partnership / Société de personnes SIN – mandatory for (1) & (2) NAS – obligatoire pour (1) & (2)	Business No. (BN) / No de l'entreprise (NE) Corporation /Société					
GST/HST / TPS et de TVH	QST / TVQ (Québec)					
Number / Numéro :	Number / Numéro :					
Not registered / non inscrit	Not registered / non inscrit					
Type of contract / Genre de contrat Contract for services only Contract for services seulement Contrat de services Contrat de biens et services						
Type of goods and/or services offered / Genre de biens et/ou services rendus :						
PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENT	S SUR L'INSTITUTION FINANCIÈRE					
Please send a void cheque with this form / Veuillez, s.v.p., envoyer up						
Branch number / Institution no. / Account no. / No de la succursale No de l'institution : No de compte :						
Institution name / Address / 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 / Title / Titre Nom de la personne autorisée Title / Titre	Signature Date					
Telephone number of contact person / Numéro de téléphone de la personne ressource : ()						
IMPORTANT						
Please fill in and return to the National Capital Commission with one of <u>your</u> <u>business cheque unsigned and marked « VOID</u> » (for verification purposes). Veuillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec <u>un spécimen de chèque de votre entreprise non signé et por</u> <u>la mention « ANNULÉ</u> » (à des fins de vérification).						
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.

Revised November 2012