

<p>NCC Tender File #</p>	<p>AL1565</p>
<p>Project Description</p>	<p>Turf Mowing Operations and Maintenance Services on two (2) properties in Gatineau Park</p>
<p>Site Visit</p>	<p>A NON MANDATORY site visit will be held on Monday, February 23, 2015 at 1pm Ottawa time. The exact meeting place is the Princess Anne gate off of Princess Avenue near Rideau Hall, Ottawa, ON.</p> <p>Google Link: https://maps.google.ca/maps?hl=en&ie=UTF8&ll=45.446147,-75.684031&spn=0.000698,0.001611&t=h&z=20&vpsrc=6></p> <p>All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.</p> <p>To confirm your attendance at the site visit and to gain access to the grounds, please communicate with NCC Corporate Security at 613-239-5222 or securityscreening@ncc-ccn.ca at least 24 hours prior to the site visit. Please note that all visits to sensitive sites (official residences and Parliament Hill) shall be coordinated with, and approved by NCC Corporate Security.</p>
<p>Closing date and time</p>	<p>March 10, 2015 at 3pm Ottawa time</p>

INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #:

AL1565

<p>ADDRESS INQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613) 239-5678 ext 5051 tel. allan.lapensee@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: March 10, 2015 at 3:00pm Ottawa time</p>	
<p>RETURN ORIGINAL Submit tender on this tender / contract form and return to:</p>	<p>→ Procurement Services National Capital Commission 40 Elgin Street 3rd floor service centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # AL1565</p>
<p>DESCRIPTION OF SERVICES: Turf Mowing Operations and Maintenance Services on two (2) properties in Gatineau Park</p>	<p>LOCATION: Gatineau Park Chelsea, Quebec</p>

INVITATION TO TENDER

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I. OFFER

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

II. GENERAL AGREEMENT The Contractor agrees:

1. To perform the Work from May 2015 to November 2017. At the sole discretion of the NCC, two (2) successive one (1) year options may be added to the contract term at the same terms and conditions. The optional year pricing will be established as follows:
 - a) **Year Four (4) of the contract (if exercised)**
The unit price (excluding taxes) for the fourth year (May to November 2018) shall be based on the unit price (excluding taxes) submitted for the third year plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of January 2017 and January 2018, plus applicable taxes.
 - b) **Year Five (5) of the contract (if exercised)**
The unit price (excluding taxes) for the fifth year (May to November 2019) shall be based on the unit price (excluding taxes) calculated for the fourth year plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of January 2018 and January 2019, plus applicable taxes.

2. to provide at his own cost the following securities:
 - a) with your tender to ensure entry into a contract a bid bond from an [acceptable company](#), a certified cheque made payable to the National Capital Commission, or, "Cash" in the amount of \$ 10,000.00.
 - b) upon notification of acceptance of tender, a Performance Bond or "Cash or a Certified Cheque" in the amount of \$ 20,000.00;

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3. that this Offer and Agreement, together with the Terms of Reference, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

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

	Estimated qty	Unit prices	Extended totals
Year 1: May to Nov 2015	28 set mow days	\$ _____ / set mow day	
Year 2: May to Nov 2016	28 set mow days	\$ _____ / set mow day	
Year 3: May to Nov 2017	28 set mow days	\$ _____ / set mow day	
		SUB-TOTAL	
		TAXES (13% HST)	
		TOTAL (in Cdn \$)	

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

INVITATION TO TENDER

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IV. INVOICING

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

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

INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #: **AL1565**

VI. ADDENDUM ACKNOWLEDGEMENT

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

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

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

Accepted & executed on behalf of the Commission this _____ day of _____, 2015 in the presence of

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE	WITNESS(S)

INSTRUCTIONS TO BIDDERS

1. Address

The tender envelope shall be addressed to Finance and Procurement Services, National Capital Commission, 40 Elgin Street, 3rd floor, Info Centre, Ottawa, Ontario K1P 1C7. The name and address of the bidder and the due time and date of the tender shall be clearly shown on the envelope.

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless stated otherwise.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

The bidder may revise his tender by fax, or letter provided it is received before the tender closing date and time. Faxes, letters or telegrams must clearly indicate required changes.

5. Bid / Performance Security Requirements

1. Bid Security with Tender - In the event that bid security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the bid security in the amount as indicated.
2. Acceptable forms of Bid Security
 - i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission, or
 - ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission, or
 - iii) Bonds of the Government of Canada payable to bearer, or
 - iv) Cash

INSTRUCTIONS TO BIDDERS

3. Upon notification of acceptance of tender:

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

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

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

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

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

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

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

8. Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as additional insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the Commission to a limit of not less than 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. 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.

Turf Mowing Operations and Maintenance Services on two (2) properties in Gatineau Park

Terms of Reference

February 2015

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1. INTRODUCTION

The National Capital Commission (NCC) is seeking tenders from experienced Contractors to provide turf maintenance and mowing operations services on two properties in Gatineau Park, Québec.

2. CONTRACT DURATION

May 2015 to November 2017. At the sole discretion of the NCC, two (2) successive one (1) year options may be added to the contract term at the same terms and conditions. The optional year pricing will be established as follows:

Year Four (4) of the contract (if exercised)

The unit price (excluding taxes) for the fourth year (May to November 2018) shall be based on the unit price (excluding taxes) submitted for the third year plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of January 2017 and January 2018, plus applicable taxes.

Year Five (5) of the contract (if exercised)

The unit price (excluding taxes) for the fifth year (May to November 2019) shall be based on the unit price (excluding taxes) calculated for the fourth year plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of January 2018 and January 2019, plus applicable taxes.

Note: The Consumer Price Index – All Items Ottawa-Gatineau (CPI-AIOG) is available on Statistics Canada's website at <http://www40.statcan.ca/101/cst01/cpis02a-eng.htm> , in table Consumer Price Index, by city (monthly).

3. DESCRIPTION OF WORK

The work described in this specification covers all labour, equipment and tools necessary to carry out turf mowing operations on designated turf areas. Exact boundaries of each contract shall be verified with the NCC representatives during site visit.

4. SPECIAL INSTRUCTIONS

The work described herein must be performed in a friendly, courteous, and client oriented manner. Professionalism must be maintained at all times. All guests on the grounds have the right of way and work will only be done from an un-intrusive distance. A proper combination of skills and performance must be demonstrated to provide quality turf mowing that will assist the NCC in fostering pride and satisfaction in all those who view these prestigious locations.

- a) The NCC reserves the right to inspect the contractor's equipment before the contract is awarded.
- b) Each location will have a few types of cut; See Map Section Landscape maintenance property # 1 and property # 2
- c) **TURF COVERED WITH FROST SHALL NOT BE MOWED UNTIL THE FROST HAS DISAPPEARED.**

5. ALTERATIONS

5.1. NCC Termination Right

Pursuant to section 4.0 of the Financial Administration Act, it is a term of every Contract for the payment of any money by the NCC, that payment under the Contract is subject to there being a parliamentary appropriation for the fiscal year in which any commitment under the Contract is due and payable. If there is no parliamentary appropriation, the NCC shall have the right to deliver notice in writing to the Contractor terminating the contract in its entirety.

In the event that the NCC elects to permanently or temporarily withdraw any area or mowing activity, then the Contractor shall be relieved of any further rights or obligations hereunder in respect of such area or mowing activity, including without limitation the right to recover any part of the Fee of the Contract that would otherwise have been payable to the Contractor in respect of such withdrawal. The Contractor acknowledges that should the NCC withdraw any area or mowing activity, then the Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to these Terms and Conditions, any contract or otherwise in respect of such decision made by the NCC.

5.2. Alterations to Scope of Contract

The NCC reserves the right to make alterations to any part of the Subject Matter at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall be not earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions or withdrawals of areas or mowing activities and sub-activities (e.g. Activity: Turf; sub-activity: Turf Cutting, Trimming and edging.).

5.3. After Contract Award

The NCC shall notify the Contractor in writing of any alteration and shall provide a description of the sites, activities or sub-activities to be added, re-allocated, revised or withdrawn. The NCC's right to make alterations is unlimited.

6. GENERAL PROCEDURES

6.1. Site Visit

The NCC will conduct during the tender period a non-mandatory site visit. Parties intending to submit tenders are encouraged to attend the non-mandatory site visit and obtain for themselves all information pertaining to conditions affecting the proper execution and completion of the work. For date, time and location, please refer to the Invitation to Tender document.

6.2. Work Included

The work included in this specification involves the supplying of all labour, equipment, and tools necessary to perform the work described in Section 3.

6.3. NCC Representative

The successful contractor shall ensure he has been informed and is aware of the official NCC representative for the area described herein. Although authority and responsibility for the immediate area may rest elsewhere the only contact for the successful contractor is the official NCC representative. Notification of a change of the official NCC representative will be forwarded to the contractor in writing.

6.4. Availability

The successful bidder shall arrange with the NCC representative, in conjunction with NCC Contracting Officer, a suitable communication link for normal contacts and for urgent situations. Furthermore, the contractor shall identify the level of authority of his personnel.

6.5. Dress

The NCC dress regulations stipulate that sleeved shirts be worn at all times and does not allow athletic style T-shirts, halters, or short pants while working.

- All employees of the contractor shall be dressed in a neat and presentable fashion.
- All clothing shall be of the same colour and style, excluding the colour blue.
- The company name and employee's name shall be prominently displayed on outer clothing at all times.
- CSA GREENTRIANGLE approved footwear shall be worn at all times.

Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

6.6. Codes and Standards

All the work shall be in accordance with the following codes and standards;

- Canada Labour Code Part II
- The Occupational Health and Safety Act and Regulations for Industrial Establishments.
- The Occupational Health and Safety Act for Construction Projects.
- Construction Safety Code of Quebec (where applicable) and
- any other code of provincial or local application provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

6.7. Vehicles

All vehicles used by the successful bidder shall be kept in a clean and presentable condition, and shall meet the provincial safety standards.

- Parking or driving vehicles on turf areas shall not be permitted;.
- A designated parking and loading location will be assigned to the contractor.
- The Company name shall be prominently displayed on the sides of the vehicles.
- Entrance access points to the site will be indicated during the site visit.
- Private vehicle parking shall not be allowed on the site.

6.8. Disposal Fees

The Contractor is responsible for any disposal fees of grass clipping and edging removal during the life of this contract.

6.9. Payment

- The NCC will pay for actual number of mowing only.
- The processing of accounts for scheduled mowing will be at the end of each month payable NET 30 days upon receipt of the contractor's invoice.
- The Contractor shall indicate the NCC contract number on each invoice submitted.
- Extra mowing will be billed with a separate invoice at the end of the month in which they occur.

6.10. Conduct

All contracted employees shall behave in a polite and courteous manner to all residents, state visitors, public and staff. Coarse language, shouting, lurid gestures and spitting will **not** be tolerated.

Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

6.11. Toilet Facilities

Toilet facilities are not available at either property.

6.12. Security

Site access security screening is required for all employees. The contractor will have ten (10) business days to provide completed security forms after the contract has been awarded. The contractor is responsible to deal directly with NCC Security Clearance at 613-239-5222 or by email at securityscreening@ncc-ccn.ca .

6.13. Non-compliance

NOTE should be taken by the contractor that on the issuance of the THIRD non-compliance the contract shall be subject to termination.

7. TECHNICAL PROCEDURES

The contractor shall do all the mowing and trimming for the site in one workday, called a 'set mow day'.

7.1. Hours of Work

The contractor shall be on site and ready to start work by 08:00 hours on the 'set mow day'. All the work will be completed on the 'set mow day' and the contractor will leave the site by 15:00 hours.

7.2. Mowing

7.2.1. Schedule

The 'set mow day' will be every Thursday from the first Thursday of May to the second Thursday of November, inclusive. This involves 28 scheduled mowings. **If there is NO grass to cut due to drought or cold weather a 'set mow day' will not be needed. This will become a 'Banked day', which will be set aside and used at a later date at the NCC representative's request. The contractor will be obliged to supply an equivalent amount of labour and equipment to perform other related tasks such as leaf removal/mulching by mowers.** Biweekly cuts will be every other Thursday from the first Thursday of May until October for 12 cuts. Monthly will be every Thursday from the first Thursday of May to the second Thursday of Oct for 5 cuts, inclusive the biannual cuts will be done in June and Oct.

7.2.2. Flexibility

The contractor shall be prepared to move employees and equipment from one location to another upon the request of the NCC representative in order to accommodate any special functions that may arise on the site. The contractor's schedule must also be able to accommodate a re-assignment of 'set mow days' in the event of special functions.

Terms of Reference

The NCC representative shall notify the contractor 24 hours in advance when a re-assignment of the 'set mow day' is required.

The NCC representative reserves the right to change the Thursday "set mow days," to other days - of the same work week due to unscheduled events, security, or client/resident requests.

The NCC will give as much lead-time as possible to notify the contractor, when such events occur.

This notice may occur before, during, or at the start time of the 'set mow day'.

The contractor must be very flexible due to the politically sensitive issues.

Type of Mowers

Only Reel type mowers and Deck 'rotary' type mowers will be allowed under this contract. **Note: Mott type mowers will not be permitted on all class of turf.** The Reel mowers will be back-lapped immediately prior to each 'set mow day'. Grinding of the Deck mower blades will be performed immediately prior to each 'set mow day'. The Reels and the Decks of the mowers must cut the turf before the wheels of the mowers drive over the cut area.

7.2.3. Mow Height

- All the mowers are to be set at a height of 5 cm (2'') for the WHOLE season.
- The bi-weekly cuts will be cut at 5 cm (2''). 12 CUTS.
- The monthly cut will be cut at 10cm (4'') 5 CUTS
- The bi-annual cut will be at 15 cm (6'') 2 CUTS.
- Annual cut at 20cm (8'')

7.2.4. Frequency

The frequency of the cut will be in accordance to the mowing schedule.

7.2.5. Slopes

All steep slopes are to be cut at 5cm (2'') with a walk behind mower which is light enough not to make wheel marks on the slope. The large slope at Harrington Lake will not be cut with a ride-on mower. The slopes may have to be cut last so that it has the opportunity to dry a little.

7.2.6. Rain Days

The 'set mow day' will be rescheduled, at the discretion of the NCC representative, to the next acceptable day **if** the lawn area is too wet to mow. The contractor should take note that the 'set mow day' would then become Friday and in extreme cases Saturday.

Note: These rescheduled 'set mow days' do not constitute extra cuts. The contractor will contact the NCC representative at 0700 hours to confirm the weather on the 'set mow day'.

7.2.7. Bulbs in the lawn

The lawn will **not** be mowed in the spring in the areas where bulbs have been planted. These areas will be mowed after the bulbs have bloomed and the leaves have withered. The NCC representative will indicate when this is to be done. All the grass clippings and bulb leaves will be cleaned up and removed to the designated compost site.

7.2.8. Mowing Pattern

The angle of approach to each mowing must be changed by 30 degrees. eg. The 4th mowing will be 90 degrees to the 1st mowing and so forth. (Diagram A)

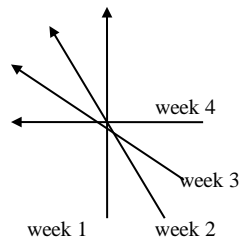


Diagram A

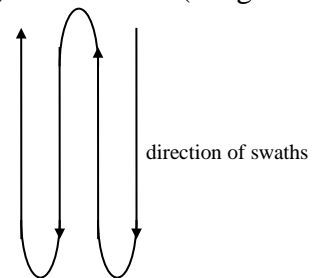


Diagram B

The mowing swaths will be in opposite directions next to each other. The pattern will obviously change for obstacles. eg. trees beds etc. (Diagram B). Circular doughnut patterns cut around obstacles and sharp turns will not be tolerated.

Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

7.2.9. Debris

All debris in the path of the mowers shall be picked up and not cut or shredded. The operators shall not move the litter over so that the mower can get by. All the litter picked up will be removed from the site at the contractor's expense.

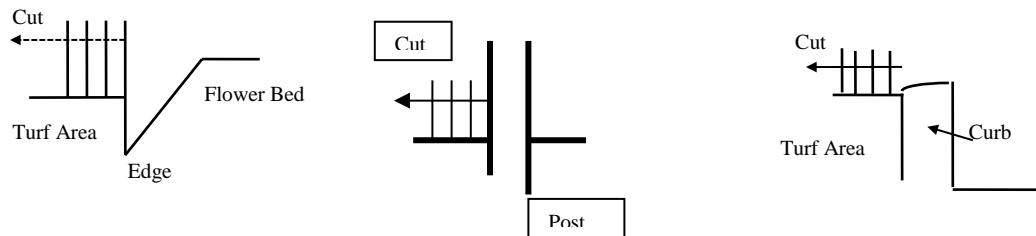
Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

7.2.10. Clippings

All clippings shall be cleaned up by 15:00 hours on the 'set mow day'. No clumps or windrows of grass shall be left on the lawn area. The clippings shall be blown or swept from all hard surfaces, posts and removed from shrub and flower beds. Any clippings blown down drains shall be cleaned out. The clippings may be deposited on a designated compost pile.

7.2.11. Trimming

Trimming shall be done on each 'set mow day' and shall be done around all obstacles such as posts, fire hydrants, shrub and flower beds, curbs, etc. Trimming for this contract means cutting the grass up to an edge or obstacle and over a curb or pavement.



The trimming shall be at the same height as the turf (4cm in the Spring and Fall) (5cm for the rest of the season).

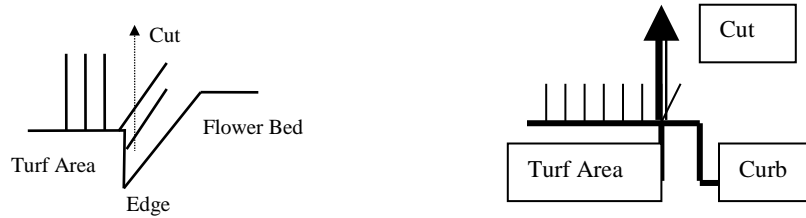
The trimming may be done with a push mower (eg Lawnboy), or a nylon filament type trimmer and hand shears.

NOTE: Nylon filament type trimmers shall not be used around any trees or shrubs.

Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

7.2.12. Edge-Trimming

- a) Edge-trimming shall be the vertical cutting of all grass along all edges, and shall be done on every second 'set mow day'.



- b) The edge-trimming may be done with a nylon filament type trimmer held in a vertical position (however great care must be taken to keep the cut line smooth and even) and/or hand shears.
- c) Extra safety precautions shall be taken when nylon trimmers are used.
- d) The person doing the trimming shall wear ear and eye safety equipment.
- e) All employees working within 1 m of a roadway shall wear safety vests.

Non-compliance of this safety regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

7.2.13. Park Furniture

The park furniture shall be moved out of the mower's path on every mowing. The furniture shall not be moved more than three (3) metres from its former position.

7.2.14. Bark Damage

Driving and pushing any equipment too close to and damaging the bark on any vegetation shall not be tolerated.

Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

7.2.15. Dust

Mowers crossing non-paved paths shall stop the blades while crossing the path.

7.3. Refueling

- a) The refueling of all equipment shall only be done in the designated parking location.
- b) The fuel containers are not to be moved from this location except when leaving the site.
- c) A fully functional chemical fire extinguisher provided by the Contractor shall be present at the refueling location.

Non-compliance of this safety regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

7.4. Equipment

- a) All the equipment brought on site must be clean, presentable and in excellent working order.
- b) Dilapidated rusty equipment shall not be tolerated.
- c) All mowing equipment shall have turf tires (which does not mean worn down rib tires).
- d) Leaking of fluids from the equipment shall not be tolerated
- e) The noise level of the equipment must be kept at the manufacturer's specifications but equipment of an extremely loud level will subject to approval by the NCC.
- f) All regular maintenance and lubrication shall be done off site.
- g) Small adjustments and minor repairs may be allowed at the designated parking location.
- h) Should a breakdown occur the equipment shall be removed and repaired off site. The NCC representative must be informed if this happens.
- i) If replacement equipment is required to complete the 'set-mow-day' it shall be promptly supplied at the contractor's expense including transportation to the site.

7.5. Damages

- a) The NCC representative must be notified immediately if any damage has been done.
- b) Damages caused to plant material, hard surfaces, structures or other items as a result of the work of the contractor or deficiency of their equipment and personnel shall be repaired or replaced at the contractor's expense.

Terms of Reference

- c) Care shall be taken not to ‘scalp’ the lawn with the mowers.
- d) The damage shall be repaired or replaced to the satisfaction of the NCC representative or the owners of the affected property within five (5) working days of the damage being caused.

7.6. Safety

- a) The contractor shall provide a fully functional chemical fire extinguisher and it shall be present at the re-fueling location at all times.
- b) The person doing the trimming shall wear ear and eye safety equipment.
- c) All employees working within one (1) meter of a roadway shall wear safety vests.
- d) CSA GREEN TRIANGLE approved footwear shall be worn at all times.
- e) On deck mowers with a side discharge shoot the operators shall have the shoot guards down at all times, mowing with the guard up will not be tolerated.

Non-compliance of this safety regulation of the contract shall result in the offending employees being excluded from further work under this contract.

7.7. Compost Pile

All the grass, and bulb clippings, with the edging soil shall be deposited on a designated compost pile. The exact location will be shown to the contractor at the site visit.

Non-compliance of this regulation by the contractor shall result in the offending employees being excluded from further work under this contract.

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;

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

Occupational Health and Safety Requirements

1. General

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

- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
- 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
- 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
- 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
- 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
- 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
- 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.
- 2. Qualifications of Personnel**
- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

3. Certification

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

4. Plans Policies and Procedures

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

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

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

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.
- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.

- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with (identify specific subject matter)
 - (b) have basic working knowledge of specified occupational safety and health regulations,
 - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
 - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
 - (e) be on site during execution of the Work.

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

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

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

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

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

GENERAL CONDITIONS

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

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

27. Liability Insurance

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

28. Workers Compensation

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

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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 AUX FINS DE L'IMPÔT**

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

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

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

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

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

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

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

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).
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 DE L'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: Sylvie Monette, Accounts Payable and Receivable – (613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

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, safe and timesaving way to receive your invoice payment. Direct payment is completely confidential.

There are fewer risks 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 de l'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 : Sylvie Monette, Comptes payable et recevable – (613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

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 et sécuritaire, 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.