

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

NCC TENDER FILE #:

**AL1583**

<p><b>ADDRESS INQUIRIES TO:</b>  Allan Lapensée, Sr. Contract Officer  (613) 239-5678 ext 5051 tel.  <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a></p>	<p><b>CONTRACT NO.:</b> (NCC use only)</p>
<p><b>BID CLOSING DEADLINE:</b>  April 28, 2015 at 3:00pm Ottawa time</p>	
<p><b>RETURN ORIGINAL</b>  Submit tender on this tender / contract form and return to:</p>	<p>→ <b>Procurement Services  National Capital Commission  40 Elgin Street  3<sup>rd</sup> floor service centre  Ottawa, Ontario  K1P 1C7  Reference NCC tender file # AL1583</b></p>
<p><b>DESCRIPTION OF SERVICES:</b>  Tree Planting 2015 and Maintenance</p>	<p><b>LOCATION:</b>  Canada`s Capital Region  Ottawa and Gatineau</p>

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### I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services and/or goods in accordance with the specification, 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 begin work as soon as possible and complete locates, site preparation, planting operations, installation of tree supports, and mulching requirement **on or before June 19, 2015.** Tree maintenance is the responsibility of the Contractor until the end of the warranty period as per Article 2.6 of the specification.
2. **to provide at his/her 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% of the bid amount including taxes.**
  - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond for each 50% of the bid amount including taxes, or, "Cash" in the amount of 20% of the bid amount including taxes;**
3. that this Offer and Agreement, together with the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

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

ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
<b>Deciduous Trees Large Stock Size – Supplied by contractor (purchase, planting, and maintenance)</b>						
1.	<b>Supply, plant and maintain : New Harmony Elm</b> <i>Ulmus americana 'New Harmony'</i> (50mm caliper, W.B)	Unit	3	0	\$ _____	\$ _____
2.	<b>Supply, plant and maintain : New Harmony Elm</b> <i>Ulmus americana 'New Harmony'</i> (60mm caliper, W.B)	Unit	3	5	\$ _____	\$ _____
3.	<b>Supply, plant and maintain : New Harmony Elm</b> <i>Ulmus americana 'New Harmony'</i> (70mm caliper, W.B)	Unit	12	0	\$ _____	\$ _____
4.	<b>Supply, plant and maintain : Accolade Elm</b> <i>Ulmus davidiana var. japonica 'Morton'</i> (50mm caliper, W.B)	Unit	2	3	\$ _____	\$ _____
5.	<b>Supply, plant and maintain : Accolade Elm</b> <i>Ulmus davidiana var. japonica 'Morton'</i> (60mm caliper, W.B)	Unit	5	0	\$ _____	\$ _____
6.	<b>Supply, plant and maintain : Accolade Elm</b> <i>Ulmus davidiana var. japonica 'Morton'</i> (70mm caliper, W.B)	Unit	5	0	\$ _____	\$ _____
7.	<b>Supply, plant and maintain : Homestead Elm</b> <i>Ulmus 'Homestead'</i> (50mm caliper, W.B)	Unit	7	8	\$ _____	\$ _____
8.	<b>Supply, plant and maintain : Homestead Elm</b> <i>Ulmus 'Homestead'</i> (60mm caliper, W.B)	Unit	5	0	\$ _____	\$ _____
9.	<b>Supply, plant and maintain : Homestead Elm</b> <i>Ulmus 'Homestead'</i> (70mm caliper, W.B)	Unit	5	0	\$ _____	\$ _____

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ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
10.	<b>Supply, plant and maintain : Silver maple</b> <i>Acer saccharinum</i> (60mm caliper, W.B.)	Unit	18	12	\$ _____	\$ _____
11.	<b>Supply, plant and maintain : Red maple</b> <i>Acer rubrum</i> (60mm caliper, W.B.)	Unit	7	0	\$ _____	\$ _____
12.	<b>Supply, plant and maintain : Sugar maple</b> <i>Acer saccharum</i> (50mm caliper, W.B.)	Unit	17	10	\$ _____	\$ _____
13.	<b>Supply, plant and maintain : Sugar maple</b> <i>Acer saccharum</i> (60mm caliper, W.B.)	Unit	17	0	\$ _____	\$ _____
14.	<b>Supply, plant and maintain : Sugar maple</b> <i>Acer saccharum</i> (70mm caliper, W.B.)	Unit	18	0	\$ _____	\$ _____
15.	<b>Supply, plant and maintain : Basswood</b> <i>Tilia americana</i> (60mm caliper, W.B.)	Unit	6	9	\$ _____	\$ _____
16.	<b>Supply, plant and maintain : Red Oak</b> <i>Quercus rubra</i> (60mm caliper, W.B.)	Unit	24	4	\$ _____	\$ _____
17.	<b>Supply, plant and maintain : White Oak</b> <i>Quercus alba</i> (60mm caliper, W.B.)	Unit	3	0	\$ _____	\$ _____
18.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (50mm caliper, W.B.)	Unit	14	5	\$ _____	\$ _____
19.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (60mm caliper, W.B.)	Unit	17	0	\$ _____	\$ _____

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ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
20.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (70mm caliper, W.B.)	Unit	11	0	\$ _____	\$ _____
21.	<b>Supply, plant and maintain : Black Willow</b> <i>Salix nigra</i> (60mm caliper, W.B.)	Unit	9	25	\$ _____	\$ _____
22.	<b>Supply, plant and maintain : American Beech</b> <i>Fagus grandifolia</i> (60mm caliper, W.B.)	Unit	2	0	\$ _____	\$ _____
23.	<b>Supply, plant and maintain : Yellow Birch</b> <i>Betula alleghensis</i> (60mm caliper, W.B.)	Unit	20	5	\$ _____	\$ _____
24.	<b>Supply, plant and maintain : Hackberry</b> <i>Celtis occidentalis</i> (50 mm caliper, W.B.)	Unit	18	6	\$ _____	\$ _____
25.	<b>Supply, plant and maintain : Hackberry</b> <i>Celtis occidentalis</i> (60 mm caliper, W.B.)	Unit	21	10	\$ _____	\$ _____
26.	<b>Supply, plant and maintain : Hackberry</b> <i>Celtis occidentalis</i> (70 mm caliper, W.B.)	Unit	19	0	\$ _____	\$ _____
27.	<b>Supply, plant and maintain : Bitternut Hickory</b> <i>Carya cordiformis</i> (50 mm caliper, W.B.)	Unit	14	0	\$ _____	\$ _____
28.	<b>Supply, plant and maintain : Amur Cork Tree 'Macho'</b> <i>Phellodendron amurense 'Macho'</i> (60 mm caliper, W.B.)	Unit	2	0	\$ _____	\$ _____
29.	<b>Supply, plant and maintain : American Hornbeam</b> <i>Carpinus caroliniana</i> (60 mm caliper, W.B.)	Unit	3	0	\$ _____	\$ _____

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ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
30.	<b>Supply, plant and maintain :</b> Eastern Redbud <i>Cersis canadensis</i> (50 mm caliper, W.B.)	Unit	3	0	\$ _____	\$ _____
31.	<b>Supply, plant and maintain :</b> Kentucky Coffeetree <i>Gymnocladus dioicus</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
32.	<b>Supply, plant and maintain :</b> Ginkgo <i>Ginkgo biloba</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
33.	<b>Supply, plant and maintain :</b> Ginkgo 'Autumn Gold' <i>Ginkgo biloba</i> 'Autumn Gold' (50 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
34.	<b>Supply, plant and maintain :</b> Katsura <i>Cercidiphyllum japonicum</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
35.	<b>Supply, plant and maintain :</b> Tulip Tree <i>Liriodendron tulipifera</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
36.	<b>Supply, plant and maintain :</b> Yellowwood <i>Cladastris lutea</i> (45 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
<b>Coniferous Trees – Supplied by contractor (purchase, planting, and maintenance)</b>						
37.	<b>Supply, plant and maintain :</b> <b>White Spruce</b> <i>Picea glauca</i> (150 cm height, W.B.)	Unit	29	40	\$ _____	\$ _____
38.	<b>Supply, plant and maintain :</b> <b>Eastern Hemlock</b> <i>Tsuga canadensis</i> (150 cm height, W.B.)	Unit	24	5	\$ _____	\$ _____
39.	<b>Supply, plant and maintain :</b> <b>Norway Spruce</b> <i>Picea abies</i> (150 cm height, W.B.)	Unit	3	0	\$ _____	\$ _____

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ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
40.	<b>Supply, plant and maintain : Blue Spruce</b> <i>Picea pungens 'glauca'</i> (150 cm height, W.B.)	Unit	9	0	\$ _____	\$ _____
41.	<b>Supply, plant and maintain : Eastern White Cedar</b> <i>Thuja occidentalis</i> (150 cm height, W.B.)	Unit	22	0	\$ _____	\$ _____
42.	<b>Supply, plant and maintain : Tamarack</b> <i>Larix laricina</i> (150 cm height, W.B.)	Unit	6	0	\$ _____	\$ _____
43.	<b>Supply, plant and maintain : Red Pine</b> <i>Pinus resinosa</i> (150 cm height, W.B.)	Unit	8	0	\$ _____	\$ _____
44.	<b>Supply, plant and maintain : White Pine</b> <i>Pinus strobus</i> (150 cm height, W.B.)	Unit	69	27	\$ _____	\$ _____
45.	<b>Supply, plant and maintain : Jack Pine</b> <i>Pinus banksiana</i> (150 cm height, W.B.)	Unit	14	0	\$ _____	\$ _____
<b>Deciduous Trees Small Stock Size –SEED ZONE SPECIFIC (section 2.3.2.1ii)- Supplied by contractor (purchase, planting, and maintenance)</b>						
46.	<b>Supply, plant and maintain : Hackberry</b> <i>Celtis occidentalis</i> (150–200 cm height, container)	Unit	15	0	\$ _____	\$ _____
47.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (150–200 cm height, container)	Unit	10	0	\$ _____	\$ _____
48.	<b>Supply, plant and maintain : Yellow Birch</b> <i>Betula alleghensis</i> (150–200 cm height, container)	Unit	30	0	\$ _____	\$ _____

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ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
49.	<b>Supply, plant and maintain : American Basswood</b> <i>Tilia americana</i> (150-200 cm height, container)	Unit	15	0	\$ _____	\$ _____
50.	<b>Supply, plant and maintain : Red Maple</b> <i>Acer rubrum</i> (150-200 cm height, container)	Unit	30	0	\$ _____	\$ _____
51.	<b>Supply, plant and maintain : Sugar Maple</b> <i>Acer saccharum</i> (150-200 cm height, container)	Unit	15	0	\$ _____	\$ _____
52.	<b>Supply, plant and maintain : Canadian Serviceberry</b> <i>Amelachier Canadensis</i> (150-200 cm height, container)	Unit	3	0	\$ _____	\$ _____
53.	<b>Supply, plant and maintain : Allegheny Serviceberry</b> <i>Amelachier laevis</i> (150-200 cm height, container)	Unit	3	0	\$ _____	\$ _____
54.	<b>Supply, plant and maintain : Cucumbertree 'Yellow Bird'</b> <i>Magnolia accuminata 'Yellow Bird'</i> (150-200cm, height, container.)	Unit	1	0	\$ _____	\$ _____
55.	<b>Supply, plant and maintain : Paw Paw</b> <i>Asimina triloba</i> (150-200cm, height, container.)	Unit	1		\$ _____	\$ _____
	*WB: Wire Basket	<b><u>TOTAL</u></b>	623	174		
<b>SUB-TOTAL</b>						
<b>13% OHST</b>						
<b>TOTAL (Cdn \$)</b>						

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



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### IV. INVOICING

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

- V. Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

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**VI. ADDENDUM ACKNOWLEDGEMENT**

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

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

Name and address of Contractor :     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)

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## **INSTRUCTIONS TO BIDDERS**

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### **1. Address**

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

### **2. Delivery of Tenders**

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

### **3. Unacceptable Tenders**

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless stated otherwise.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

### **4. Revision of Tenders**

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

### **5. Bid / Performance Security Requirements**

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

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## **INSTRUCTIONS TO BIDDERS**

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3. Upon notification of acceptance of tender:

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

### **6. Acceptance of Offer**

The lowest or any tender not necessarily accepted.

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

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

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

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

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

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

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

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

### **8. Insurance**

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

**Urban Lands and Transportation Division (ULT)**

**National Capital Commission (NCC)**

**TREE PLANTING PROGRAM**

**SPRING 2015**

**CONTRACT SPECIFICATIONS**

**April 2015**

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## 1 General

### 1.1 TIME OF COMPLETION

- .1 Begin work as soon as possible and complete locates, site preparation, planting operations, installation of tree supports, and mulching requirement **on or before June 19, 2015**. Tree maintenance is the responsibility of the Contractor until the end of the warranty period as per Article 2.6.

### 1.2 DESCRIPTION OF WORK

- .1 Work under this Contract covers but not limited to:
  - .1 To supply, plant, and maintain trees supplied by the Contractor as per instructions;
  - .2 Tree planting operations as per Article 3. Execution. See attached map for general site locations (Section 00300). Exact planting location of each tree to be staked by a NCC representative. Detailed maps for all sites will be supplied by the NCC representative upon award of contract;
  - .3 Repair any damages to assets occurring during work as per Article 1.9 Damages;
  - .4 Maintenance of the tree support systems, tree guards and winter protection, must be according to Article 4. Maintenance.

### 1.3 DEFINITIONS

- .1 Wherever the term “NCC representative” appears throughout these specifications, it shall be interpreted to mean an Inspector representing the National Capital Commission (NCC) or a duly named consultant on their behalf.
- .2 Wherever the terms “equal”, or “approved equivalent” appear after specific types of materials and items throughout this specification, they shall be interpreted to mean being equal or superior in the opinion of the NCC representative, in material content, workmanship and quality to that designated as being the minimum acceptable standard, and his written approval must be obtained prior to submitting an alternative, five (5) days before close of tender.

### 1.4 COMMUNICATION

- .1 The successful bidder shall ensure he has been informed and is aware of the official NCC representative. The only contact for the successful contractor is the official NCC representative. The contractor will be notified if the official NCC representative changes. Site problems and deficiencies shall be reported to the NCC representative immediately.
- .2 The successful bidder shall arrange with the NCC representative, in conjunction with the NCC Contracting Officer, a communication link. The communication link must be established for urgent situations which may arise during operations. Furthermore, the contractor shall identify the level of authority of his personnel. The site crew shall have a communication device in order to permit the NCC representative to communicate with them at all time during the working hours.

- .3 Provide within five (5) working days after Contract award, schedule showing anticipated progress stages and final completion of work within time period required by Contract documents.

## **1.5 CODES**

- .1 Perform work in accordance with the National Building Code of Canada 2005 and any code of provincial or municipal application. In any case of conflict or discrepancy, the more stringent requirement shall apply.
- .2 Meet or exceed requirements of:
  - .1 Contract documents;
  - .2 Specified standards, codes and referenced documents;
  - .3 Obtain and pay for permits, inspector's approvals, locates, and other licenses required for this project and also pay any charges incidental to such permits. Provide copy of permits to the NCC Representative;
  - .4 The NCC site access permit is necessary and will be supplied at no charge by the NCC.

## **1.6 COMPLIANCE – LAWS REGULATIONS AND PERMITS**

- .1 The Contractor will operate in accordance with all Federal, Provincial and Municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.
- .2 This Tender Document and the Contract resulting there from are to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and of Québec (where applicable) and such federal laws applicable therein.
- .3 The Contractor must obtain, at his/her cost, all the licenses and permits required in respect to the execution of the work in the provinces of Ontario and Quebec.

## **1.7 EXISTING SERVICES**

- .1 Before commencing work the Contractor is responsible to, establish locations and identify extents of all utility/ service lines in area of work. Once completed notify NCC representative of findings;
- .2 Contact City and Provincially approved public/ private utility providers to determine location and extents of their service lines;
- .3 Where unknown services are encountered, immediately advise NCC representative and confirm findings in writing;
- .4 Identify by use of marking paint, identification flags or other standard industry approved manner;
- .5 Where work involves adjusting of existing services, carry out work as directed by the NCC representative.
- .6 Repair all damage caused by work to existing public services at Contractor expenses.



## 1.8 PROTECTION

- .1 Protect existing structures against damage until completion of work.
- .2 Take all precautions to protect vegetated areas and trees from any damage.
- .3 Take all necessary precautions in order to prevent mud accumulation on asphalt roads and pathways. Clean immediately any soil accumulation.
- .4 Provide and maintain guard-rails, fences, barricades, lights and other devices required for protection of workmen and public in accordance with the requirements of provincial and Local by-law and the Canadian Construction Safety Code.
- .5 The contractor is responsible for the supply, installation and maintenance of traffic control devices necessary for the protection of the public and the work site. Traffic control must be in accordance with the Manual of Uniform Traffic Control Devices for Canada.

## 1.9 DAMAGES

- .1 Damages caused to existing plant material, landscaping, lawns, roadways, pathways, structures, finishes and public utilities due to work of this contract, will be restored to their original condition, replaced or adequate compensation made to affected parties by the Contractor, as determined by NCC representative and to the satisfaction of the NCC.
- .2 It is understood that restored work includes labour, equipment and material cost.
- .3 The restored or replaced work shall be completed within seven (7) days of notification by the NCC representative.

## 1.10 EMPLOYEES

### .1 General

- .1 Any employee hired by the Contractor shall communicate in one of the two official languages of Canada, be experienced in dealing with the public, respect all health and safety requirements and regulations, and act in a manner that does not adversely affect the reputation of the NCC or its representatives and employees.
- .2 Any employee hired by the Contractor will be relieved of his/her duties and immediately replaced by the Contractor, if in the opinion of the NCC, this employee is unqualified or is acting in a manner contrary to the best interests of the NCC, the requirements of this contract, or if the employee does not meet the requirements stated above.
- .3 The Contractor shall ensure that he/she is able to demonstrate at any time to the NCC that he/she is in compliance with the experience requirements as indicated above and in **1.10.4** by providing any and all proof of work experience for all of his/her employees.

**.2 Security Risks**

- .1 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.
- .2 There are three levels of screening: Reliable status, site access or secret. It will be determined depending on the site where the work is performed or the type of task required. At the minimum, the NCC shall require Reliability clearance. The NCC shall process the clearances once the individuals have been identified. The appointed individuals shall receive appropriate instructions and training from NCC Security.

**.3 Work Dress**

- .1 All field employees of the Contractor shall be neatly dressed, at the Contractor's expense and wear approved safety equipment when required. All employees shall wear an appropriate standard uniform adapted to their area of activity with the company name prominently displayed (name tag).

**.4 Training and Experience**

- .1 The Contractor shall have at least one full-time field employee/ foreperson assigned to this contract, who is certified as having successfully completed his/her post-secondary training in horticulture/arboriculture, **and** have at least five (5) years of relevant horticultural/arboriculture work experience in the field. This employee will be on site for all planting operations and be responsible for ensuring all specifications and best practices are followed. Proof of education, certification, field experience and references shall be supplied by the contractor with submission.
- .2 Other supportive field employees shall have appropriate experience and skills to perform the duties of the Contract with supervision. They shall have at least one (1) season of experience (such workers must be supervised at all times by horticulture-trained and certified employees).
- .3 Unsatisfactorily work, completed by unqualified tradesmen will be redone and paid for by the Contractor.

**.5 NCC Regulations**

- .1 The Contractor shall ensure its agents and employees are familiar with and comply with NCC Traffic and Property Regulations, NCC Animal Regulations and other specific directives relating to its facilities and services.

### **1.11 PRODUCTS SUPPLIED**

- .1 Contractor's duties:
  - .1 Unless otherwise directed by NCC representative, order products in quantities and at times compatible with specifications, construction schedule and site storage capacity;
  - .2 Unload the material on site and ensure the material handling.

### **1.12 VEHICLES AND EQUIPMENT**

- .1 The Contractor shall provide all vehicles and equipment required to fulfill the contractual obligations of this Contract. This includes any vehicles and equipment and/or tools required for transportation purposes and/or for providing Maintenance services as requested in this Contract, such as watering, etc. The Contractor shall assume all risks inherent to the use of general or specialized vehicles and/or equipment. All vehicles and equipment used by the Contractor shall be kept in a clean condition, exempt of rust and shall meet all provincial (Ontario & Québec) safety standards. The company name shall be prominently displayed on all road vehicles. Contractor vehicles shall be parked only in designated areas.
- .2 The Contractor will minimize unnecessary idling of vehicles in accordance with municipal by-laws in this matter.

### **1.13 MEASUREMENT of PAYMENT**

- .1 The estimated quantities set forth in the tender are provisional. If the quantity of work to be done and materials to be supplied exceeds or are less than the estimated quantity, the contractor shall proceed with the work after approval by NCC representative. Payment will be made for the actual amount of work done and materials supplied at the unit prices set forth in the contract.
- .2 Upon completion of tree planting requirements the contractor may invoice the NCC. Terms of payment are Net 30 days.
- .3 Payment shall be made to the Contractor as follows:
  - .1 80% of the contract sum, upon receipt and approval of plant materials by the Purchaser and completion of planting of all the plant materials.
  - .2 10% of the contract sum, after the first warranty year once the replanting of replacement material (if required) is completed.
  - .3 10% of the contract sum after final acceptance, following the warranty period (see 2.6), once the replanting of replacement material (if required) is completed.

#### **1.14 SERVICES PROVIDED**

- .1 All prices for services indicated in these specifications must include the costs associated with plant material, watering, soil, and other specified materials, required to carryout work and provide personnel specializing in horticulture/arboriculture and include any other producers or services required to deliver planting and maintenance of the uppermost quality.

#### **1.15 CONSTRUCTION SAFETY MEASURES**

- .1 Observe construction safety measures required by Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and municipal authority's. In any case of conflict or discrepancy, the more stringent requirement shall apply.

#### **1.16 DISPOSAL OF WASTE**

- .1 The NCC encourages that when possible material be recovered, reused or recycled. We encourage the contractor to compost organic waste generated by this contract. Remaining waste must be transported to a landfill site approved and designated by the municipality.

### **2 Products and Materials**

#### **2.1 SCOPE OF WORK**

- .1 Provide labour, material, services and equipment necessary to complete the work of this section including but not limited to:
  - .1 Installation of tree material as itemized on the plant list and in accordance with specifications, details and maps.

#### **2.2 PLANT MATERIAL SUPPLIED BY THE CONTRACTOR**

- .1 Notify NCC representative of source of plant material in the next two (2) weeks following the signature of the contract and purchase order. No work under this Section is to proceed without approval.
- .2 Trees to be from a certified nursery approved in writing by the NCC representative .
- .3 NCC representative reserve the right to inspect the trees at the source.
- .3 Obtain approval by NCC representative of plant material on site.
- .4 Acceptance of plant material on site or at the source does not prevent rejection prior to or after planting operations due to damage to root balls, branch structure, bark, or the like by the Contractor.
- .5 **Plants shall conform to the varieties specified in the plant list** (See Schedule of Items and Prices) and be legibly tagged with their proper name and size. No substitutions will be accepted without prior written approval of the NCC representative.

## 2.3 PLANT MATERIAL – QUALITY AND SOURCE

- .1 Quality and source: Comply with the latest edition of the *Canadian Standards for Nursery Stock*, published by the Canadian Nursery and Landscape Association (CNLA), referring to size and development of plant material and root ball. Measure plants when branches are in their natural position.
- .2 **Additional plant material qualifications:**
  - .1 For trees specified in Schedule of Items and Prices
    - i. Plant material for Deciduous trees large stock and Coniferous trees are to be **obtained from the same climatic zone as the National Capital Region (5a) or a lower climatic zone**, according to Agriculture Canada Plant Hardiness Zone Map;
    - ii. Plant material provided for deciduous trees small stock in this contract shall be grown from seeds collected from seed **zone 36** in accordance with the Seed Zone Boundary Map (Ontario Ministry of Natural Resources). Upon request, the supplier shall provide proof of seed collection zone (except for this proof to be requested).
  - .2 Use trees with strong fibrous root system free of disease, insects, defects or injuries and structurally sound. Use trees with straight trunks, well and characteristically branched for species. Plants must have been root pruned regularly, but not later than one growing season prior to arrival on site;
  - .3 Plant material that has come out of dormant stage and is too far advanced will not be accepted unless prior approval is obtained by the NCC representative.
- .3 **Container-grown stock:**
  - .1 Acceptable if containers large enough for root development. Trees must have grown in container for minimum of one growing season but no longer than two. Root system must be able to 'hold' soil when removed from container. Plants that have become root bound are not acceptable. Container stock must have been fertilized with slow releasing fertilizer.
- .4 **Balled and bur lapped:**
  - .1 Coniferous and broad-leaved evergreens over 500 mm tall must be dug with soil ball. Deciduous trees in excess of 3 m height must have been dug with large firm ball. Root balls must include 75% of fibrous and feeder root system. This excludes use of native trees grown in light sandy or rocky soil. Secure root balls with wrap ball in double layer of burlap and drum lace with minimum 10 mm diameter rope. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.
  - .2 Tree spade dug material – at source: Dig plant material with hydraulic spade or clam. Root balls to satisfy the CNLA standards or as approved by NCC representative. Lift root ball from hole, place in a standard wire basket designed for purposes and line with burlap. Replace root ball and tie basket to ball with heavy rope. Do not damage trunk of tree with basket ties or rope. **Field-collected plant materials will not be accepted.**

## 2.4 MATERIALS

- .1 **Water:** Free of impurities that would inhibit plant growth
- .2 **Mycorrhize Inoculants:** Apply mycorrhize inoculants MYKE® PRO LANDSCAPE of Premier Tech Biotechnologies, following application instructions, or an equivalent approved by the NCC and registered in Canada;
- .3 **Topsoil:** Mixture of mineral particulates, micro organisms and organic matter which provides suitable medium for supporting intended plant growth.
  - .1 Soil texture based on The Canadian System of Soil Classification, to consist of 25% sandy loam and contain 5-10% organic matter by weight;
  - .2 pH value: 5.5 to 6.5;
  - .3 Contain no toxic elements or growth inhibiting materials;
  - .4 Free from:
    - .1 Debris and stones over 50 mm diameter;
    - .2 Course vegetative material, 10 mm diameter and 100 mm length, occupying more than 2% of soil volume;
    - .3 Of cut grass, crabgrass, couch grass, or other noxious weeds;
- .4 **Staking and guying materials:**
  - .1 Stakes: Wood Stake (untreated wood-spf), 50mm x 50mm x 2.44m;
  - .2 Wires: Flat, woven polypropylene: DeepRoot; \*ArborTie\*, or approved equivalent. Color: Green.
- .5 **Trunk protection:** Deciduous trees -SURTRON from Dentrotik (1 800 653-7066) or approved equivalent. Fine mesh wrap around guard protecting against rodents and deer. The well ventilated mesh prevents development of pests and diseases. Anti-UV treated polyolefins. Color: Black. Size: diameter:15cm Height : 80cm S1580 Surtron . This protection will be loosely installed (not in contact with tree trunk) and joined with tie-wraps (black) to ensure protection from both animals and other mechanical damage.
- .6 **Burlap** (winter protection): Non-treated 150 g Hessian burlap
- .7 **Ramial Chipped Wood Mulch:** Shredded natural deciduous, free of bark, small branches, and leaves, varying in size from 50-75 mm long and 5-20 mm thick. . Submit sample and name of supplier five (5) days in advance and obtain approval by NCC representative prior to shipping to site.
- .8 **Tree Identification:** Each tree planted as a part of this contract will have a unique identifier of a **RED** cable tie with a minimum width of .19". This identifier will be affixed to deciduous trees on the trunk protection and conifers on a branch in the crown- not so tight as to limit growth, but visible.

## 2.5 REPLACEMENT

- .1 Replace all plant material damaged by the following means:
  - .1 During loading and unloading operations;
  - .2 During transportation;
  - .3 During planting operations;
  - .4 During other works performed by the Contractor.
- .2 During warranty period, remove from site any plant material that has died more than 1/3 or failed to grow or establish satisfactorily as determined by Engineer.
- .3 Replace plant material from approved source immediately if appropriate, or during the next planting season.
- .4 **When trees are replaced, extend warranty on replacement plant material for a period equal to the original warranty period.**
- .5 Continue such replacement and warranty until plant material is acceptable.

## 2.6 WARRANTY PERIOD

- .1 The Contractor hereby warrants that plant material as itemized on plant list will remain free of defects for a period of **two growing seasons** from the date of completion of planting.
- .2 The NCC representative will conduct several inspections until the end-of-warranty period, ending in the spring of 2017.
- .3 The NCC representative reserves the right to extend Contractor's warranty responsibilities for an additional one year if, at end of initial warranty period, leaf development and growth is not sufficient to ensure future survival.

## 3. Execution

All Specifications below will be adhered to. Any proposed changes to these specs will be submitted at time of tender and approval required before changes are made. Any specification that is omitted will be noted, reparations made whenever possible. A warning will be given followed by an Unsatisfactory Performance Report for specifications not being followed (specific to the infraction).

### 3.1 WORKMANSHIP

- .1 Co-ordinate operations. Keep site clean and planting holes drained. Immediately remove debris spilled onto pavement.
- .2 Remove surplus materials from worksite.
- .3 Tree planting and associated work will be accomplished following industry best management practices for horticulture/arboriculture in relation to tree planting, and as directed by the NCC representative.

### 3.2 SHIPPING AND PRE-PLANTING CARE

- .1 **Supplied by contractor**
  - .1 Co-ordinate with NCC representative the shipping of plants and excavation of holes to ensure minimum time lapse between digging and planting.
  - .2 Transport trees in a closed truck.

- .2 Tie branches of trees securely and protect plant material against abrasion, exposure and extreme temperature change during transit. Avoid binding of planting stock with rope or wire which would damage bark, break branches or destroy natural shape of plant. Give full support to root ball of large trees during lifting.
- .3 Cover plant foliage with tarpaulin.
- .4 Remove broken and damaged roots with sharp and disinfected pruning shears. Make clean cuts.
- .5 Trees which cannot be planted immediately shall be maintained, placed in shaded area and the root balls are to be kept moist and protected from sun and wind.  
**Trunk protection: protect the trunk with a wax cardboard during transportation**

### 3.3 PLANTING PROCEDURE

1. Width at the top of the planting hole is 2 times the rootball diameter.
2. Depth- the rootball should sit on undisturbed soil to limit any shifting or settling. It is crucial that this depth be established properly as the trees trunk flare must be above grade and the trees uppermost structural roots should be within 25-75mm of grade.
3. **Apply mycorrhize inoculants (deciduous trees) as per application instructions by suppliers. See products specified in Article 2.4.2.**
4. When planting container stock, remove entire plant from container without disturbing root ball. Non bio-degradable wrappings must be removed (wire). With balled and bur lapped root balls, loosen burlap and cut away minimum top 2/3 without disturbing root ball. Do not pull burlap or rope from under root ball.
5. If there is evidence that roots are circling they should be loosened and spread out, even cut if necessary.
6. Backfill with excavated soil. Add topsoil (section 2.4.3) as required.
  - i. Begin backfilling around base of rootball to ensure stability and tamp (bottom 4" of hole).
  - ii. Continue to backfill up to 2/3 of planting hole then water tree in to help soil settle into voids and air pockets.
  - iii. Fill in and gently tamp top portion of hole.
7. Build a saucer around outer edge of hole to assist with maintenance watering, as per details.
8. The Contractor is responsible for the removal of any other undesirable materials from the tree and planting site (ex: twine, rope, flagging tape, wire basket, burlap, large stones, etc.)

For further detail on planting please consult the International Society of Arboriculture's Best Management Practises for Tree Planting.

### 3.4 TREE SUPPORT

- .1 Immediately after planting, install tree supports as indicated.
- .2 Supply and install tree supports for deciduous trees only;
  - .1 Guy and stake designated trees and large plants
  - .2 Place stake on prevailing wind side of tree;



- .3 Drive stake minimum 500 mm into undisturbed soil beneath roots, at the outside edge of the root ball.
- .4 Ensure stake secure and vertical. Stakes will be a minimum of 1m in height but will be lower than the trees crown;
- .5 Install *DeepRoot-ArborTie* or approved equivalent: Flat, woven polypropylene guying material, below the trees crown. Cut off excess material;
- .6 Include tightening of guying materials to bring trees and plants to upright position.

### 3.5 MULCHING

- .1 Obtain approval of planting before mulching material is applied. Loosen soil in planting beds and pits and remove debris and weeds. Spread mulch to minimum thickness as detailed on the drawings (75mm). No mulch should be piled around or in contact with the root flare of the tree. Mulch material susceptible to blowing must be moistened and mixed with topsoil before applying.

### 3.6 TRUNK PROTECTION

- .1 Install tree protection on all deciduous trees (see article 2.4.5)

## 4. Maintenance

### 4.1 MAINTENANCE DURING WARRANTY PERIOD

- .1 During the warranty period (see article 2.6), from time of acceptance by the NCC representative to end of warranty period, perform maintenance operations as described.
- .2 At no additional cost to the Commission, the contractor shall, as soon as conditions permit during the specified planting period (spring or fall), remove and replace any trees which are not found to be in and acceptable health or overall condition (see 4.4.7 as reference), as determined jointly by the Contractor and by the NCC representative, during the warranty period.
- .3 Provide, in writing 5 days following completion of planting, a maintenance schedule that addresses watering, weeding, mulching as well as installation and maintenance of support systems.. Further a list of trees that the contractor plans to replace based on warranty criteria will be supplied on two occasions by:
  - a. October 30, 2015 and
  - b. October 30, 2016.

These lists will be approved by NCC and any changes made for spring warranty planting to be undertaken in May-June 2016 and 2017 respectively.

### 4.2 WATERING (All trees supplied by the Contractor):

- .1 Apply water using a soft spray nozzle to avoid packing of the soil.
- .2 Ensure that water penetrates the soil to a depth of 300 mm in the area from the trunk to the outer extent of the dripline.

- .3 **Water as needed and confirm soil humidity using a moisture probe with gauge.**  
However, in order to obtain optimal results, we suggest the following watering frequency:
  - a. Water weekly from May 1<sup>st</sup> to August 31<sup>st</sup>;
  - b. During drought conditions (no rain for 3 consecutive days), water trees twice (2) weekly;
  - c. Water deciduous trees biweekly from September 1<sup>st</sup> until mid-October;
  - d. Water coniferous trees biweekly from September 1<sup>st</sup> until mid-October.
  - e. After September 1<sup>st</sup>, during drought conditions (no rain for 5 consecutive days), water trees on the 6<sup>th</sup> day.
- .4 Replace and repair any sod, mulch, paving or other materials disturbed by watering procedures.
- .5 Repair damaged watering saucers;

#### **4.3 WINTER PROTECTION**

- .1 Install winter protection (burlap) on all coniferous trees.
- .2 To be installed beginning of December and to be removed beginning of April.
- .3 To be done every winter during the warranty period.

#### **4.4 OTHER REGULAR MAINTENANCE ITEMS**

- .1 Remove all weeds from saucer;
- .2 For non-mulched areas, cultivate to keep top layer of soil friable;
- .3 Repair/ replace tree support systems (stakes and ties) if required;
- .4 Replace or respread damaged, missing or disturbed mulch;
- .5 Remove dead, broken or hazardous branches from plant material;
- .6 Keep trunk protection and tree supports in proper repair and adjustment;
- .7 Remove and replace: dead plants; plants displaying low vigour and vitality; and if the tree's crown appears 1/3 dead. Make replacements in same manner as specified for original plantings.
- .8 Please see the examples below of maintenance activity, tracking and reporting templates to be provided to the NCC representative every month while trees are under warranty. This also applies to trees that are replaced during the warranty period thereby having that period extended for another 2 years.

Planned Maintenance activities schedule

<b>Date of planned activity</b>	<b>Map #</b>	<b>Watering</b>	<b>Weeding -mulch</b>	<b>Support adjustment</b>

Planned maintenance- logs provided upon request

<b>Date</b>	<b>Map #</b>	<b>Watering</b>	<b>Weeding -mulch</b>	<b>notes</b>

Warranty Notes

<b>Date</b>	<b>Map#</b>	<b>Tree- species</b>	<b>Flagged on site</b>	<b>Warranty installation planned for:</b>

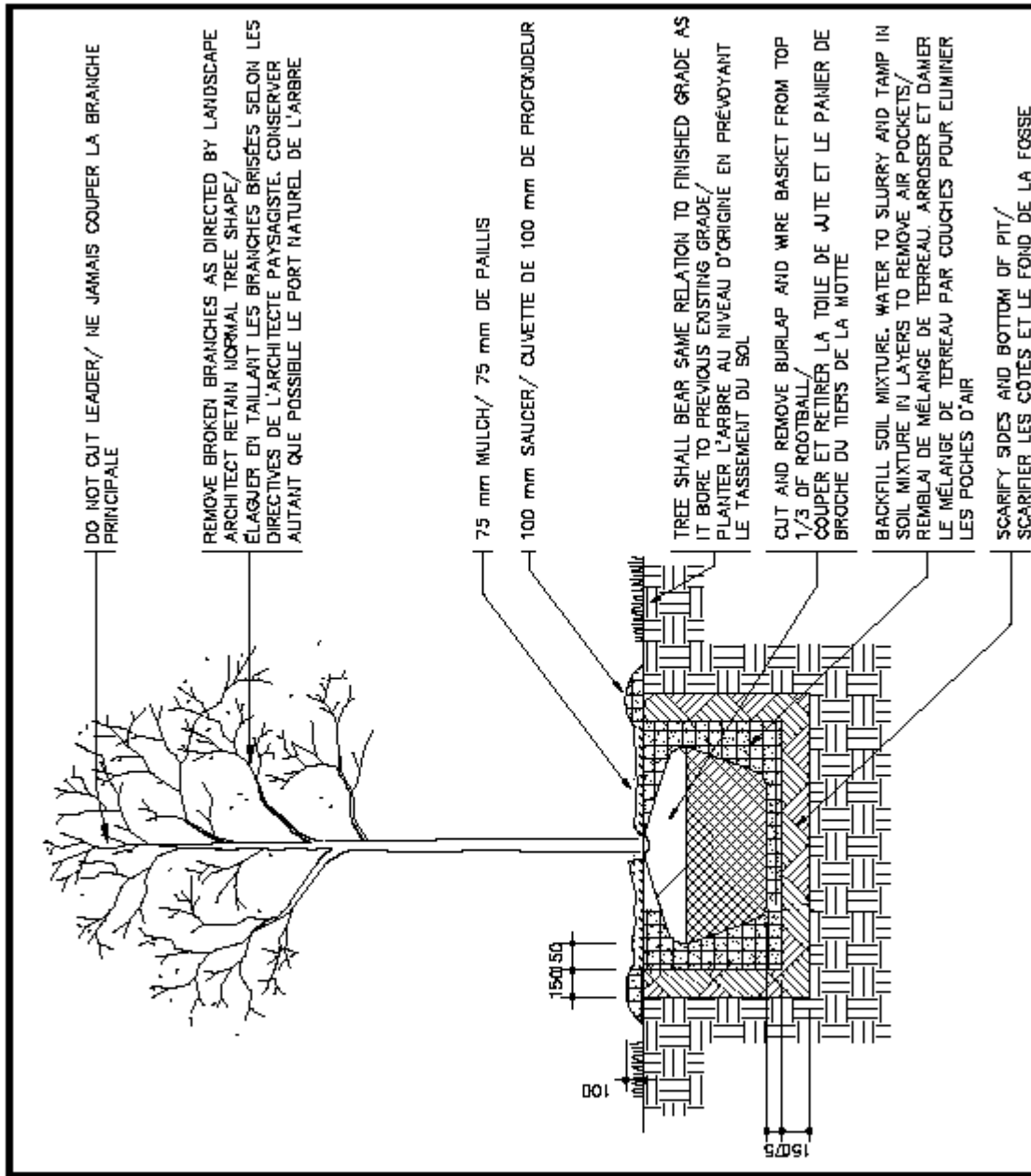
#### **4.5 MAINTENANCE AT THE END OF WARRANTY PERIOD**

- .1 At the end of warranty period, before the final inspection, remove all tree supports systems (stakes and ties), remove any weeds or grass that has grown into the mulched area, and top up all mulch to original specs.
- .2 Remove tie-wraps on tree protection and leave tree protection.
- .3 Remove all coloured cable ties from sites indicating a completion of contract responsibilities- with the exception of any trees that warranties have been extended on- those will be removed once warranty and maintenance obligations are fulfilled.

#### **4.6 FINAL INSPECTION AND ACCEPTANCE**

- .1 At the end of the two year warranty period, and once the Contractor has requested in writing, the NCC representative will perform the final inspection. Once final inspection is completed, and observed deficiencies or repairs required according to the NCC representative are completed, the engineer will advise in writing that the requirements of this contract are complete and approve payment of remaining *hold back*.

**END OF SECTION**



National Capital Commission  
 Commission de la Capitale nationale

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 Design et construction

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drawing  
 dessin DECIDUOUS TREE PLANTING – WIRE BASKET/BALL & BURLAP/  
 PLANTATION D'ARBRE À FEUILLES CADUQUES – EN MOTTE

designed by  
 conçu par

reviewed by LAND. ARCH.  
 revu par ARCH. DU PAYS.

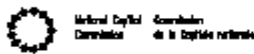
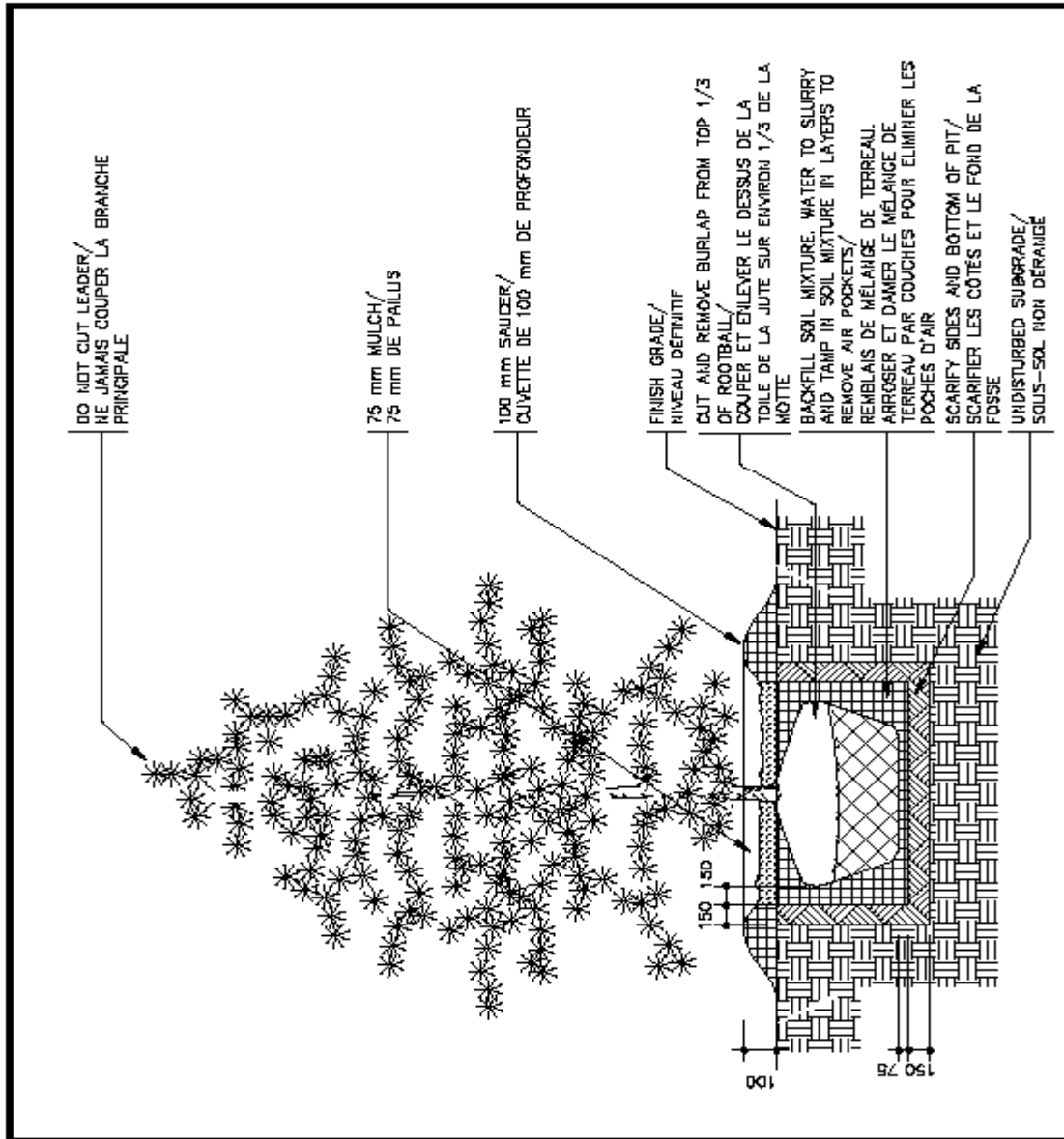
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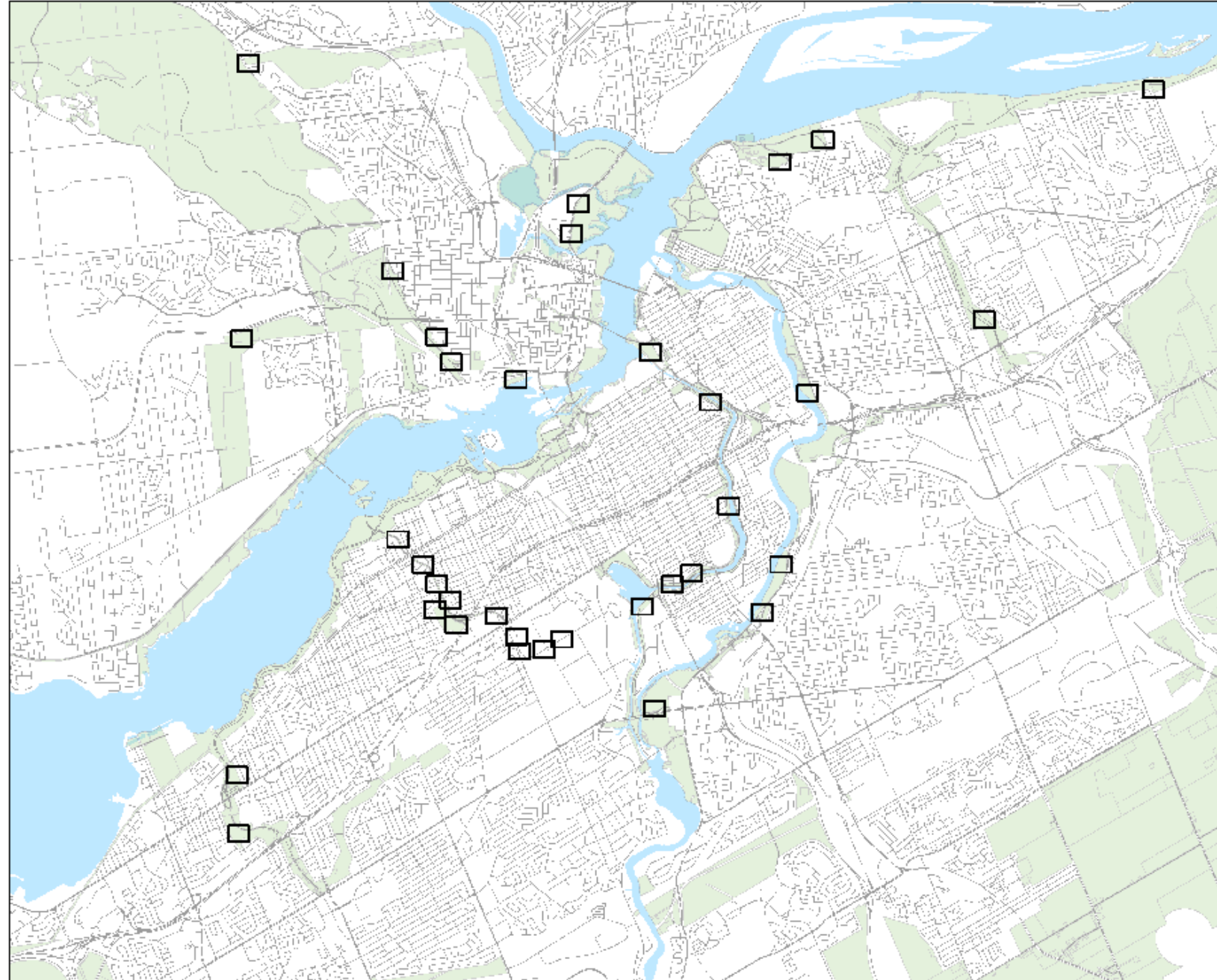
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 dessin CONIFEROUS TREE PLANTING - BALL & BURLAP/  
 PLANTATION DE CONIFERE - EN MOTTE

designed by  
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 reviewed by LAND. ARCH.  
 revu par ARCH. DU PAYS.  
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 no. du projet RD2540-12-13L

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 SEPTEMBER / SEPTEMBRE 2003  
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 no. de la feuille 710.3



ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
<b>Deciduous Trees Large Stock Size – Supplied by contractor (purchase, planting, and maintenance)</b>						
1.	<b><u>Supply, plant and maintain :</u></b> <b>New Harmony Elm</b> <i>Ulmus americana 'New Harmony'</i> (50mm caliper, W.B)	Unit	3	0	\$_____	\$_____
2.	<b><u>Supply, plant and maintain :</u></b> <b>New Harmony Elm</b> <i>Ulmus americana 'New Harmony'</i> (60mm caliper, W.B)	Unit	3	5	\$_____	\$_____
3.	<b><u>Supply, plant and maintain :</u></b> <b>New Harmony Elm</b> <i>Ulmus americana 'New Harmony'</i> (70mm caliper, W.B)	Unit	12	0	\$_____	\$_____
4.	<b><u>Supply, plant and maintain :</u></b> <b>Accolade Elm</b> <i>Ulmus davidiana var. japonica 'Morton'</i> (50mm caliper, W.B)	Unit	2	3	\$_____	\$_____
5.	<b><u>Supply, plant and maintain :</u></b> <b>Accolade Elm</b> <i>Ulmus davidiana var. japonica 'Morton'</i> (60mm caliper, W.B)	Unit	5	0	\$_____	\$_____
6.	<b><u>Supply, plant and maintain :</u></b> <b>Accolade Elm</b> <i>Ulmus davidiana var. japonica 'Morton'</i> (70mm caliper, W.B)	Unit	5	0	\$_____	\$_____
7.	<b><u>Supply, plant and maintain :</u></b> <b>Homestead Elm</b> <i>Ulmus 'Homestead'</i> (50mm caliper, W.B)	Unit	7	8	\$_____	\$_____
8.	<b><u>Supply, plant and maintain :</u></b> <b>Homestead Elm</b> <i>Ulmus 'Homestead'</i> (60mm caliper, W.B)	Unit	5	0	\$_____	\$_____
9.	<b><u>Supply, plant and maintain :</u></b> <b>Homestead Elm</b> <i>Ulmus 'Homestead'</i> (70mm caliper, W.B)	Unit	5	0	\$_____	\$_____
10.	<b><u>Supply, plant and maintain :</u></b> <b>Silver maple</b> <i>Acer saccharinum</i> (60mm caliper, W.B.)	Unit	18	12	\$_____	\$_____



ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
11.	<b>Supply, plant and maintain : Red maple</b> <i>Acer rubrum</i> (60mm caliper, W.B.)	Unit	7	0	\$ _____	\$ _____
12.	<b>Supply, plant and maintain : Sugar maple</b> <i>Acer saccharum</i> (50mm caliper, W.B.)	Unit	17	10	\$ _____	\$ _____
13.	<b>Supply, plant and maintain : Sugar maple</b> <i>Acer saccharum</i> (60mm caliper, W.B.)	Unit	17	0	\$ _____	\$ _____
14.	<b>Supply, plant and maintain : Sugar maple</b> <i>Acer saccharum</i> (70mm caliper, W.B.)	Unit	18	0	\$ _____	\$ _____
15.	<b>Supply, plant and maintain : Basswood</b> <i>Tilia americana</i> (60mm caliper, W.B.)	Unit	6	9	\$ _____	\$ _____
16.	<b>Supply, plant and maintain : Red Oak</b> <i>Quercus rubra</i> (60mm caliper, W.B.)	Unit	24	4	\$ _____	\$ _____
17.	<b>Supply, plant and maintain : White Oak</b> <i>Quercus alba</i> (60mm caliper, W.B.)	Unit	3	0	\$ _____	\$ _____
18.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (50mm caliper, W.B.)	Unit	14	5	\$ _____	\$ _____
19.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (60mm caliper, W.B.)	Unit	17	0	\$ _____	\$ _____
20.	<b>Supply, plant and maintain : Burr Oak</b> <i>Quercus macrocarpa</i> (70mm caliper, W.B.)	Unit	11	0	\$ _____	\$ _____
21.	<b>Supply, plant and maintain : Black Willow</b> <i>Salix nigra</i> (60mm caliper, W.B.)	Unit	9	25	\$ _____	\$ _____

ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
22.	<b><u>Supply, plant and maintain :</u></b> <b>American Beech</b> <i>Fagus grandifolia</i> (60mm caliper, W.B.)	Unit	2	0	\$_____	\$_____
23.	<b><u>Supply, plant and maintain :</u></b> <b>Yellow Birch</b> <i>Betula alleghensis</i> (60mm caliper, W.B.)	Unit	20	5	\$_____	\$_____
24.	<b><u>Supply, plant and maintain :</u></b> <b>Hackberry</b> <i>Celtis occidentalis</i> (50 mm caliper, W.B.)	Unit	18	6	\$_____	\$_____
25.	<b><u>Supply, plant and maintain :</u></b> <b>Hackberry</b> <i>Celtis occidentalis</i> (60 mm caliper, W.B.)	Unit	21	10	\$_____	\$_____
26.	<b><u>Supply, plant and maintain :</u></b> <b>Hackberry</b> <i>Celtis occidentalis</i> (70 mm caliper, W.B.)	Unit	19	0	\$_____	\$_____
27.	<b><u>Supply, plant and maintain :</u></b> <b>Bitternut Hickory</b> <i>Carya cordiformis</i> (50 mm caliper, W.B.)	Unit	14	0	\$_____	\$_____
28.	<b><u>Supply, plant and maintain :</u></b> <b>Amur Cork Tree 'Macho'</b> <i>Phellodendron amurense 'Macho'</i> (60 mm caliper, W.B.)	Unit	2	0	\$_____	\$_____
29.	<b><u>Supply, plant and maintain :</u></b> <b>American Hornbeam</b> <i>Carpinus caroliniana</i> (60 mm caliper, W.B.)	Unit	3	0	\$_____	\$_____
30.	<b><u>Supply, plant and maintain :</u></b> <b>Eastern Redbud</b> <i>Cersis canadensis</i> (50 mm caliper, W.B.)	Unit	3	0	\$_____	\$_____
31.	<b><u>Supply, plant and maintain :</u></b> <b>Kentucky Coffeetree</b> <i>Gymnocladus dioicus</i> (60 mm caliper, W.B.)	Unit	1	0	\$_____	\$_____

ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
32.	<b>Supply, plant and maintain : Gingko</b> <i>Ginkgo biloba</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
33.	<b>Supply, plant and maintain : Gingko 'Autumn Gold'</b> <i>Ginkgo biloba 'Autumn Gold'</i> (50 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
34.	<b>Supply, plant and maintain : Katsura</b> <i>Cercidiphyllum japonicum</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
35.	<b>Supply, plant and maintain : Tulip Tree</b> <i>Liriodendron tulipifera</i> (60 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
36.	<b>Supply, plant and maintain : Yellowwood</b> <i>Cladastris lutea</i> (45 mm caliper, W.B.)	Unit	1	0	\$ _____	\$ _____
<b>Coniferous Trees – Supplied by contractor (purchase, planting, and maintenance)</b>						
37.	<b>Supply, plant and maintain : White Spruce</b> <i>Picea glauca</i> (150 cm height, W.B.)	Unit	29	40	\$ _____	\$ _____
38.	<b>Supply, plant and maintain : Eastern Hemlock</b> <i>Tsuga canadensis</i> (150 cm height, W.B.)	Unit	24	5	\$ _____	\$ _____
39.	<b>Supply, plant and maintain : Norway Spruce</b> <i>Picea abies</i> (150 cm height, W.B.)	Unit	3	0	\$ _____	\$ _____
40.	<b>Supply, plant and maintain : Blue Spruce</b> <i>Picea pungens 'glauca'</i> (150 cm height, W.B.)	Unit	9	0	\$ _____	\$ _____
41.	<b>Supply, plant and maintain : Eastern White Cedar</b> <i>Thuja occidentalis</i> (150 cm height, W.B.)	Unit	22	0	\$ _____	\$ _____

ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
42.	<b><u>Supply, plant and maintain :</u></b> <b>Tamarack</b> <i>Larix laricina</i> (150 cm height, W.B.)	Unit	6	0	\$ _____	\$ _____
43.	<b><u>Supply, plant and maintain :</u></b> <b>Red Pine</b> <i>Pinus resinosa</i> (150 cm height, W.B.)	Unit	8	0	\$ _____	\$ _____
44.	<b><u>Supply, plant and maintain :</u></b> <b>White Pine</b> <i>Pinus strobus</i> (150 cm height, W.B.)	Unit	69	27	\$ _____	\$ _____
45.	<b><u>Supply, plant and maintain :</u></b> <b>Jack Pine</b> <i>Pinus banksiana</i> (150 cm height, W.B.)	Unit	14	0	\$ _____	\$ _____
<b>Deciduous Trees Small Stock Size –SEED ZONE SPECIFIC (section 2.3.2.1ii)- Supplied by contractor (purchase, planting, and maintenance)</b>						
46.	<b><u>Supply, plant and maintain :</u></b> <b>Hackberry</b> <i>Celtis occidentalis</i> (150–200 cm height, container)	Unit	15	0	\$ _____	\$ _____
47.	<b><u>Supply, plant and maintain :</u></b> <b>Burr Oak</b> <i>Quercus macrocarpa</i> (150–200 cm height, container)	Unit	10	0	\$ _____	\$ _____
48.	<b><u>Supply, plant and maintain :</u></b> <b>Yellow Birch</b> <i>Betula alleghensis</i> (150–200 cm height, container)	Unit	30	0	\$ _____	\$ _____
49.	<b><u>Supply, plant and maintain :</u></b> <b>American Basswood</b> <i>Tilia americana</i> (150–200 cm height, container)	Unit	15	0	\$ _____	\$ _____
50.	<b><u>Supply, plant and maintain :</u></b> <b>Red Maple</b> <i>Acer rubrum</i> (150–200 cm height, container)	Unit	30	0	\$ _____	\$ _____
51.	<b><u>Supply, plant and maintain :</u></b> <b>Sugar Maple</b> <i>Acer saccharum</i> (150–200 cm height, container)	Unit	15	0	\$ _____	\$ _____

ITEM NO.	Description	Unit	Quantity (Ont.)	Quantity (Que.)	Unit Price	Total Amount
52.	<b>Supply, plant and maintain : Canadian Serviceberry</b> <i>Amelachier Canadensis</i> (150-200 cm height, container)	Unit	3	0	\$_____	\$_____
53.	<b>Supply, plant and maintain : Allegheny Serviceberry</b> <i>Amelachier laevis</i> (150-200 cm height, container)	Unit	3	0	\$_____	\$_____
54.	<b>Supply, plant and maintain : Cucumbertree 'Yellow Bird'</b> <i>Magnolia accuminata 'Yellow Bird'</i> (150-200cm, height, container.)	Unit	1	0	\$_____	\$_____
55.	<b>Supply, plant and maintain : Paw Paw</b> <i>Asimina triloba</i> (150-200cm, height, container.)	Unit	1		\$_____	\$_____
	<b>WB: Wire Basket TOTAL:</b>		623	174		

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

- They must be employees of the contractor's firm;

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

## Occupational Health and Safety Requirements

### 1. General

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



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

### **3. Certification**

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

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

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

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

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

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

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

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

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

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

## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

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

### 2. Assignment and Subcontracting

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

### 3. Members of The House of Commons

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

### 4. Indemnification

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

### 5. Property of the National Capital Commission

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

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## GENERAL CONDITIONS

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

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

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

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

### 8. **Publicity**

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

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

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

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

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

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## GENERAL CONDITIONS

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### 11. Co-operation with other Contractors

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

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

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

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

The Project Manager/Officer shall:

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

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

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## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

### **18. Security Deposit**

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

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

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

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



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## GENERAL CONDITIONS

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

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

### 25. Payment

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

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## GENERAL CONDITIONS

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

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

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

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## GENERAL CONDITIONS

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**27. Liability Insurance**

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

**28. Workers Compensation**

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

New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

**APPENDIX II SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM  
APPENDICE II FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

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

**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 : _____		Number / Numéro : _____		
Not registered / non inscrit <input type="checkbox"/>		Not registered / non inscrit <input type="checkbox"/>		
Type of contract / Genre de contrat		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>		
Contract for services only / Contrat de services seulement <input type="checkbox"/>		Contract for mixed goods & services / Contrat de biens et services <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' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT**

E-mail address / Adresse courriel :

**PART 'E' - CERTIFICATION / PARTIE 'E' - CERTIFICATION**

<p>I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.</p> <p>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.</p>	<p>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.</p> <p>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.</p>		
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 »** or a letter from your bank (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 »** ou une lettre de votre banque (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 DEPOSIT PAYMENT AND TAX INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT 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 Officer – (613) 239-5678, ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit 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 to the address identified in part D.

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 deposit payment**

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

Funds made by direct deposit payment will be available in your bank account within two (2) days after receiving the NCC payment advice notice.

**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, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678, poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt 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 par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

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 par dépôt direct**

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

Les paiements effectués par dépôt direct seront disponible dans votre compte bancaire dans un délai de deux (2) jours après que la CCN envoie l'avis paiement.