

**Request for a Standing Offer(RFSO)
Installation and Abandonment of Wells
Tender Form**

NCC FILE NO.
NO. DE DOSSIER DE LA CCN: **AL1645**

<p>ADDRESS INQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613)239-5051 T (613)239-5007 F allan.lapensee@ncc-ccn.ca</p>	<p>BID CLOSING: April 26, 2016 at 3pm Ottawa time. <u>Late tenders will not be accepted.</u></p>
<p>RETURN ORIGINAL</p> <p>Submit your tender form and proof of license and return to:</p>	<p>National Capital Commission Procurement Services 40 Elgin Street, Security Office on the 2nd floor Ottawa, ON K1P 1C7 Envelope must refer to tender file AL1645 OR Transmit to bid fax (613) 239-5012.</p>
<p>DESCRIPTION OF WORKS:</p> <p>Standing Offer Agreement: To provide Services for Installation and Abandonment of Wells on an as needed and requested basis.</p>	<p>WORK LOCATION:</p> <p>Various NCC sites within the National Capital Region (Ottawa & Gatineau).</p>

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I. OFFER

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to furnish all necessary tools, plant services, materials, labor and equipment required to execute and complete in a careful and workmanlike manner the work as set out under the "Statement of Work" hereon, **for the all-inclusive unit rates as set out in section III.**

II. GENERAL AGREEMENT The Contractor agrees:

1. that this Request for Standing Offer Agreement, together with the Statement of Work referred to in Clause I above, the Security Requirements, the Occupational Health & Safety Requirements, the General Conditions 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.
2. 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.

III. The Contractor agrees that the unit rates below are the all inclusive unit rates referred to in section I.

	ITEM	UNITS	Estimated qty for bid evaluation purposes	All inclusive unit price (excl. taxes)	TOTALS
1	Abandonment of Drilled Wells	Each	1		
2	Abandonment of Bored/ Dug Wells	Each	1		
3	Installation of Drilled Well	Each	1		
4	Installation of Dug Well	Each	1		
5	When applicable, maximum allowable cost for Site Access due to logistical issues (access/egress, etc.) to the NCC site. Note: To be pre-approved by NCC project manager	Cash allowance	1	\$1000.00	\$1000.00

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Evaluated Sub-Total	
Mark X in the box if you are bidding for Ontario work	
Mark X in the box if you are bidding for Quebec work	

- All unit rates must be expressed in Cdn \$ excluding taxes.
- Bidders must provide a copy of the Contractors License in Ontario and/or Quebec with the tender to be considered valid. Failure to provide mandatory requirement shall result in your tender being disqualified.
- Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.

IV. 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).
Nous OFFRONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées dans la présente et au(x) prix soumis les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-jointe.

Name and address of Contractor :

Signature(s)

Title:

Date:

Witness(s)

Date:

Tel-Tél:

Fax-Télécopieur:

Emails :

INSTRUCTIONS TO TENDERERS

1. Address

The tender envelope shall be addressed to Procurement Services, National Capital Commission, 40 Elgin Street, Security Office on the 2nd floor, Ottawa, Ontario K1P 1C7.

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

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

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

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

OR

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

OR

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

OR

- iv) Cash

3. Upon notification of acceptance of tender :

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

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

8. Insurance

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

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

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

9. Applications for Approval Certificates

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

REQUEST FOR A STANDING OFFER (RFSO)

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit the tender form (and attach your proof of license) in order to provide services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Statement of Work document.
- 1.2 Questions and requests for clarification from bidders will be accepted until 12:00 noon on April 18, 2016. Throughout the bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFSO and any resulting SOA. Your questions and requests for clarifications must be submitted in writing and addressed to Allan Lapensée at fax (613) 239-5007 or preferably by email at allan.lapensee@ncc-ccn.ca.
- 1.3 It is the intention of the National Capital Commission to award one (1) Standing Offer Agreement per province to the Bidder who meets all terms and conditions, provides proof of license and offers the lowest total per province. The resulting Standing Offer Agreement(s) will be for a period of four (4) years from the date of award. Unit rates quoted will remain the same for the first two (2) years. The NCC will allow the successful contractor to increase their unit rates by the consumer price index for the third year (refer to 2.4).
- 1.4 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next ranked firm(s)' as per rankings established.
- 1.5 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder(s) must complete & return the T1204 form and attach a voided cheque for direct deposit purposes.
- 1.6 The Security Requirements, OH&S requirements and the General Conditions (GCs) shall apply and form part of the offer and accordingly any resulting Standing Offer and shall be incorporated into and form part of any and all authorized "Purchase orders Against a Standing Offer". The Offeror acknowledges to have received a copy of these Security Requirements, OH&S requirements, Fair Wages, Hours & Labour conditions and GCs.
- 1.7 In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date will not be accepted.
- 1.8 The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful bidder and/or any/all bidders.

- 1.9 This RFSO, SOA and call-up purchase order(s) resulting from this process is 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 or Quebec and such Federal laws applicable therein.
- 1.10 The Commission shall not be obligated to reimburse or compensate any bidder, its sub-contractor or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of tenders submitted in response to this RFSO shall become the property of the Commission and will not be returned.

2.0 REQUEST FOR STANDING OFFER AGREEMENT (RFSO)

2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need to retain the services of a contractor to provide **Installation and Abandonment of Wells Services**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;

- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

2.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services of a **Licensed Contractor** as detailed in the Statement of Work on an "as and when requested" basis under a Standing Offer Agreement.

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The resulting Standing Offer Agreement will be for a period of four (4) years from the date of award. Unit rates quoted will remain the same for the first two (2) years. The NCC will allow the successful contractor to increase their unit rates by the consumer price index for the third year.

Year Three of the SOA

The unit rates (excluding taxes) for the third year period shall be based on the unit rates (excluding taxes) as tendered by the Offeror, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of Feb 2017 and Feb 2018, plus applicable taxes.

Year Four of the SOA

The unit rates (excluding taxes) for the fourth year period shall be based on the unit rates (excluding taxes) calculated in year 3, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of Feb 2018 and Feb 2019, plus applicable taxes.

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

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-contractor / specialists.

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$35,000 CDN including all fees, disbursements, subcontractor(s) costs and all applicable taxes. Work should not proceed until NCC has issued a purchase order number specific to that call-up. If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all Standing Offer Agreements is \$ 400,000 CDN including taxes (\$ 200,000 per province). As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure by 10% but in no circumstance will the total estimated expenditure for all SOAs be more than \$440,000 including taxes (\$ 220,000 per province).

2.8 INVOICING:

Send the original and two (2) copies of the invoice directly to:
National Capital Commission
Accounts Payable
202, 40 Elgin St., 3rd floor
Ottawa, Ontario, K1P 1C7

Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address payables@ncc-ccn.ca For storage purposes it would be preferable that the file format of the attachment be saved in a .jpg format.

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

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

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

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

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.

STATEMENT OF WORK

For the Greenbelt and Gatineau Park Areas

Preamble

This document is intended to provide general knowledge regarding the extent and scope of work associated with the construction and abandonment of typical well installations. This document is not a comprehensive synthesis of the regulatory requirements associated with well construction and abandonment in Ontario or Quebec and is not intended to be substituted for the applicable provincial regulatory framework, nor is it intended to be relied upon as legal advice. Anyone engaging in the construction, modification, servicing or abandonment of wells must ensure that they do so respecting the appropriate regulatory framework of the jurisdiction in which the work takes place and must ensure they are appropriately licensed to undertake such work.

1. Introduction

In the 1960's and 1970's, the National Capital Commission (NCC) purchased or expropriated private properties within the Greenbelt (Ontario) and Gatineau Park (Quebec) boundaries to increase the land mass in each portfolio and to prevent future development. The purpose of these acquisitions was to minimize development within the Greenbelt and Gatineau Park areas, particularly for lands within or near environmentally-sensitive areas.

Many existing structures on the lands that were acquired were already at the end of their life cycle. Some rehabilitation of these properties has occurred over the years in order to maintain and a safe and habitable place of residence for our tenants in both provinces. Many of the vacant sites however have had no rehabilitation projects undertaken and as such many of the buildings are in varying states of disrepair.

The NCC has collected information on its wells to more accurately determine their quantity, locations and characteristics. It is planned that a total of ten (10) to twenty (20) wells will be located and characterized yearly. It is also estimated that the NCC owns approximately five hundred (500) wells dispersed on approximately seventy (70) farms in the Greenbelt and nearby residential areas of which half are expected to be decommissioned or rehabilitated. There are also a small number of similar wells present in the Gatineau Park and Capital Urban Lands portfolios that will be located in parallel with or after the Greenbelt wells.

This document has been prepared to acknowledge the Greenbelt Master Plan of 2013 and the Gatineau Park Master Plan of 2005, which mandate that vacant or derelict NCC assets would eventually be scheduled for demolition or otherwise selected for rehabilitation depending on the outcome of the appropriate cost-benefit analysis.

Standing Offer Agreement

Installation and Abandonment of Wells
Greenbelt and Gatineau Park

2. Scope

The purpose of this document is to establish the terms of reference associated with the procurement of goods and services in accordance with a standing offer agreement from a Well Contractor licensed to work in Ontario and/or Quebec with respect to the construction and abandonment (decommissioning) of drilled as well as bored/dug wells.

The scope of this document pertains only to wells installed for the purpose of monitoring or servicing single-family type residential structures or light occupancy agricultural buildings. This document does not pertain to the installation of wells for the purpose of supplying a small drinking water system servicing multiple dwelling units or designated facilities (O. Reg. 319 or O. Reg. 170 respectively in Ontario) or for supplying systems characterized as Category 1 or Category 2 withdrawals in accordance with the Water Withdrawal and Protection Regulation (chapter Q-2, r. 35.2) in Quebec.

This scope of this document does not pertain to the installation of wells which will be operated in a manner which require a *Permit to Take Water* in the province of Ontario or otherwise groundwater withdrawals requiring authorization under section 31.75 of the Environment Quality Act in Quebec.

3. Regulatory Framework and Best Management Practices

3.1. Ontario

Ontario Regulation 903 under the Ontario Water Resources Act, R.S.O 1990 governs the construction, operation, maintenance and abandonment of wells in the province of Ontario. The regulation includes provisions for all wells including those used for the purpose of servicing residential as well as commercial and agricultural properties. The regulation also covers test (monitoring) and dewatering wells. In many Ontario municipalities, a building permit is required to be issued by the municipality before the construction of a well can take place.

The Ministry of Environment and Climate Change has also released the document *Water Supply Wells – Requirements and Best Management Practices* (April, 2015) which provides simplified dialogue of O. Reg. 903 and additionally provides best management practices and guidance on working beyond the minimum requirements of the regulation. It is important however to bear in mind that the best management practices are recommended actions or steps that meet or exceed the regulatory requirements however if discrepancies arise between this guidance and the regulation, the regulation and other provisions of the Ontario Water Resources Act will prevail.

Standing Offer Agreement

Installation and Abandonment of Wells
Greenbelt and Gatineau Park

3.2. Quebec

The Water Withdrawal and Protection Regulation (chapter Q-2, r35.2) under the Act to affirm the Collective Nature of Water Resources and Provide for Increased Water Resource Protection governs the installation and decommissioning of wells in the province of Quebec. This regulation replaced the Groundwater Catchment Regulation (chapter Q-2, r.6) which maintained certain provisions in force until April 1, 2015. Additionally, in Quebec, a permit from the municipality is required for wells servicing private residences and light agricultural structures (i.e. Category 3 groundwater withdrawals in accordance with the regulation).

The Quebec Ministère du Développement durable, de l'Environnement et de la Lutte Contre les Changements Climatiques (MDDELCC) published the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* (January, 2015). Section 8 of the MDDELCC document *Guide de conception des installations de production d'eau potable* includes discussion of accessing groundwater for the purpose supplying drinking water. If discrepancies arise between this guidance and the regulation, the regulation and other provisions of the Environmental Quality Act will prevail.

4. Contractor Licensing

It is important to note that as the work may take place in the provinces of either Quebec or Ontario, eligible Contractors must be licensed to work in either province. Contractors must adhere to the regulatory framework applicable in the province in which the well installation or abandonment is to take place.

4.1. Ontario Well Contractors

Contractors offering services for the purpose of installing or decommissioning wells in Ontario shall hold a Well Contractor Licence and the appropriate class of Well Technician license in accordance with O. Reg. 903 sections 2 through 4 and sections 5 through 8.1 respectively. Chapter 3 of the document *Water Supply Wells – Requirements and Best Management Practices* provides discussion regarding licensing and responsibilities associated with Well Contractors and Well Technicians in Ontario.

4.2. Quebec Well Contractors

Contractors offering services for the purpose of installing or decommissioning wells in Quebec must be licensed by the Régie du bâtiment du Québec (R.B.Q.). Additionally, contractors offering services which require the supervision of a professional (in accordance with the Water Withdrawal and Protection Regulation) shall meet the definition of a “professional” in accordance with section 1 of the Professional Code (chapter C-26). Section B of the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* provides some discussion on the interpretation of the term “professional”.

Standing Offer Agreement

Installation and Abandonment of Wells
Greenbelt and Gatineau Park

5. Well Location

In general, wells need to be sited in areas which are always visible and readily accessible, adequately separated from activities which are a source of groundwater contaminants, and are otherwise located so as to prevent the entry of surface water and other foreign materials into the well. This includes avoiding areas downgradient of sources of contamination such as agricultural structures and subsurface sewage disposal systems.

5.1. Ontario

Ontario Regulation 903 section 12 governs the location of both drilled, bored/dug and other types of wells by defining the necessary setbacks from structures, sewage and waste disposal systems and other possible sources of contaminants. Chapter 4 of the MOECC document *Water Supply Wells – Requirements and Best Management Practices* provides guidance on siting wells in Ontario.

5.2. Quebec

Section 17 of the Water Withdrawal and Protection Regulation prescribes setback distances for wells from septic systems. Section B of the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* discusses permitting and setback requirements in accordance with the regulation.

Section 15 of the regulation also prohibits the installation of groundwater withdrawal facilities (wells) in a floodplain having a recurrence interval of 20 years. Sections 59 through 64 prescribe additional setbacks for wells associated with agricultural activities and structures.

Additionally, Chapter VI of the Water Withdrawal and Protection Regulation prescribes “protection zones” in which certain activities with the potential to contaminate groundwater are restricted.

6. New Wells

6.1. Material

The regulatory framework in both Ontario and Quebec requires that new wells must be constructed of new materials that will not impair the quality of the groundwater. Careful consideration of material for well casing is important as the acceptable materials in accordance with the regulatory framework in Ontario and Quebec are not identical.

Section 13 of O. Reg. 903 describes the requirements for material for use by persons constructing a new well.

Section 22 and 23 of the Water Withdrawal and Protection Regulation prescribe the material requirements for wells in Quebec.

Standing Offer Agreement

Installation and Abandonment of Wells
Greenbelt and Gatineau Park

6.2. Drilled Wells

The regulatory details associated with the installation of wells including casing, annular space, appropriate materials and sealing are provided in sections 12 through 14 of O. Reg. 903 in Ontario. Specifically, section 14.4 describes the annular space requirements for drilled wells. Section 15.1 and 15.2 describe the requirements for venting and equipment installation for wells respectively. Chapter 6 of the MOECC document *Water Supply Wells – Requirements and Best Management Practices* provides guidance on the annular space and sealing requirements for a variety of well types in Ontario. Appendix 1 includes an excerpt from this document illustrating conceptual guidance and best management practices.

The regulatory details associated with the installation of wells including casing, annular space, appropriate materials and sealing are provided in sections 19 through 24 of Water Withdrawal and Protection Regulation in Quebec. Section 8 in Volume 2 of the MDDELCC document *Guide de conception des installations de production d'eau potable* includes discussion of well construction for the purpose of supplying drinking water. Appendix 2 includes an excerpt from this document illustrating conceptual guidance and best management practices.

6.3. Bored/Dug Wells

The regulatory details associated with the installation of wells including casing, annular space, appropriate materials and sealing are provided in sections 12 through 14 of O. Reg. 903 in Ontario. Specifically, sections 14.2 and 14.3 describes the annular space requirements for bored and dug wells respectively. Section 15.1 and 15.2 describe the requirements for venting and equipment installation for wells respectively. Chapter 6 of the MOECC document *Water Supply Wells – Requirements and Best Management Practices* provides guidance on the annular space and sealing requirements for a variety of well types in Ontario. Appendix 3 includes an excerpt from this document illustrating conceptual guidance and best management practices.

Although the Water Withdrawal and Protection Regulation in Quebec does not provide specific regulatory framework associated with the installation of dug (excavated) wells, the regulatory details associated with the installation of wells including casing, annular space, appropriate materials and sealing are provided in sections 19 through 24 still apply. Additionally, the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* provides some discussion regarding the choice of well installation given the hydrogeologic context. Section 8 in Volume 2 of the MDDELCC document *Guide de conception des installations de production d'eau potable* includes discussion of well construction for the purpose of supplying drinking water. Appendix 4 includes an excerpt from this document illustrating conceptual guidance and best management practices.

Standing Offer Agreement

Installation and Abandonment of Wells
Greenbelt and Gatineau Park

6.4. Flowing Wells

The regulatory framework in both Ontario and Quebec include provisions for control devices to be used in flowing wells to confine the water inside the casing and prevent uncontrolled discharges of groundwater to the surface. Section 14.7 of O. Reg. 903 in Ontario and section 26 in the Quebec Water Withdrawal and Protection Regulation.

O. Reg. 903 in Ontario also includes a requirement that contractors include provisions in their contractual agreements for managing wells if they become flowing or otherwise provisions for abandonment of such wells unless the contract expressly releases the contractor from such responsibilities.

7. Commissioning and Reporting

Typical tasks associated with commissioning wells for the purpose of providing water service for structures include disinfection, development and reporting. Disinfection of the well casing, connecting plumbing and service fixtures are critical tasks that require diligence and care. The purpose of well development is to remove any debris, cuttings or drilling fluid and typically requires pumping. Yield testing is a secondary task that can be associated with well development which requires pumping along with level and flow measurement.

7.1. Ontario

Sections 14.8 and 14.9-14.10 of O. Reg. 903 govern the required development and yield test procedures respectively.

Section 15 of O. Reg. 903 governs the requirements of disinfection for wells and includes provisions for free chlorine dosages, contact time and prohibition of use during disinfection.

Sections 16.1-16.5 of O. Reg. 903 govern the requirements of the production of Well Records for new well construction as well as abandonment. The regulation prescribes deadlines for the submission of well records to the purchaser as well as the land owner where the well is (was) situated and a copy forwarded to the MOECC.

Chapters 8, 10 and 13 of the document *Water Supply Wells – Requirements and Best Management Practices* provide discussion on the requirements associated with disinfection, yield tests and well records respectively.

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7.2. Quebec

Section 22 of the Water Withdrawal and Protection Regulation requires that wells, plumbing and associated fixtures used to provide drinking water must be cleaned and disinfected before being put into service.

Although the Water Withdrawal and Protection Regulation does not include specific provisions for yield (pump) tests, the results of such tests are required information to be included in the report in accordance with Schedule 1 of the regulation to be submitted to the minister. Section 23 of the regulation does however require that drilled wells must be assessed to verify that they have the necessary capacity to fulfill their intended purpose. Section B of the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* provides discussion on the capacity assessment (“l’essai de débit”) in accordance with section 23 of the regulation.

Section 21 of the Water Withdrawal and Protection Regulation requires that the contractor is required to submit a report (“Rapport de Forage”) to the Ministry within 30 days of the completion of the work. The required information to be included in the report is outlined in Schedule 1 of the regulation. The report must also be forwarded to the property owner as well as the municipality. Section B and Annexe II of the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* provides discussion on the reporting requirements in accordance with the regulation.

8. Well Abandonment

8.1. Ontario

Abandonment of wells in Ontario is governed by O. Reg. 903 sections 21 and 21.1 which discuss when and how a well should be abandoned respectively. Chapter 15 of the document *Water Supply Wells – Requirements and Best Management Practices* provides guidance on the required procedures for abandoning a variety of well types including wells installed in well pits in Ontario. Appendix 5 includes an excerpt from this document illustrating conceptual guidance and best management practices.

8.2. Quebec

Abandonment of wells in Quebec is governed by section 20 of the Water Withdrawal and Protection Regulation. Section 23 describes circumstances where a well must be abandoned. Section C of the document *Guide technique - Prélèvement d'eau soumis à l'autorisation municipale* provides guidance on the required procedures for abandoning a well in Quebec Appendix 6 includes an excerpt from this document illustrating conceptual guidance and best management practices.

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9. Site Restoration

The contractor shall undertake all work associated with installation or abandonment in a manner than minimizes the impact on vegetation and aesthetic characteristics of the site. Upon completion of work, the contractor is to remove refuse and construction debris and suitably restore all areas which are disturbed during the abandonment or installation of wells. Typical restoration work includes provisions for re-grading and re-vegetation of affected areas in the spirit of restoring post-construction conditions on the site at the discretion of the supervising engineer or NCC project personnel.

In Quebec, section 13 of the Water Withdrawal and Protection Regulation includes provisions for undertaking construction in a manner that minimizes clearing of vegetation, bank erosion and sediment flow into lakes or watercourses.

10. Health and Safety

In addition to the relevant regulatory requirements associated with the construction or abandonment of a well itself, it is very important to be considerate of other governing statutes and regulatory framework in both Ontario and Quebec which may become relevant during well projects. These include rules governing electrical safety, excavations, underground utility location, confined spaces and hazardous substances. Contractors are to abide by all relevant health and safety regulations and perform work in accordance with generally accepted safety practices. The following items are some of the contractor's minimum safety responsibilities specific to well construction and abandonment projects:

- Safety shoes, hard hats and reflective vests shall be worn by all personnel at all times on well construction or abandonment sites where heavy equipment is in operation.
- When well construction or abandonment activities cease temporarily, such as during overnight, weekend or weather-related work stoppages, the well or excavation shall be covered to the extent that is practically possible so as to prevent entry of surface water and foreign material into the well or excavation.
- A perimeter fence with appropriate signage must be maintained at all times when there is an open excavation or uncovered well.
- If a worker must enter the well casing, well pit or spring box structure, the contractor shall comply with all provincial safety regulations regarding confined space entry and provide the NCC with an application for confined space entry permit before undertaking the proposed task.
- In addition to the risk of fire or explosion, exposure to chemicals used for disinfection of wells may cause adverse health effects if adequate safety precautions are not taken. Always follow the directions on the product label and make sure there is adequate ventilation and proper personal protective equipment is worn while using these products.

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11. Response Time

Provide service on a purchase order basis within little or no delay. The contractor must be in the position, by way of the firm's in house staff, to provide an immediate response when called upon and must have the capability to attend meetings, at NCC offices or on site, within 2 days of being advised (advise c/w quotation for proposed work).

The well must be decommissioned within 14 working days of the date of issuing a call-up purchase order.

12. Mandatory Bidding Submittals

Provide a copy of the Contractors Certification in Ontario and/or Quebec with the provided tender form to be considered valid.

Failure to provide this mandatory requirement shall result in your tender being disqualified

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13. Price Table

	ITEM	UNITS	Estimated qty for bid evaluation purposes	All inclusive unit price (excl. taxes)	TOTALS
1	Abandonment of Drilled Wells	Each	1		
2	Abandonment of Bored/ Dug Wells	Each	1		
3	Installation of Drilled Well	Each	1		
4	Installation of Dug Well	Each	1		
5	When applicable, maximum allowable cost for Site Access due to logistical issues (access/egress, etc.) to the NCC site. Note: To be pre-approved by NCC project manager	Cash allowance	1	\$1000.00	\$1000.00
Evaluated Sub-Total					
Mark X in the box if you are bidding for Ontario work					
Mark X in the box if you are bidding for Quebec work					

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Appendix 1 - Ontario annular space and sealing requirements: Drilled wells

Appendix 2 - Ontario annular space and sealing requirements: Bored/dug wells

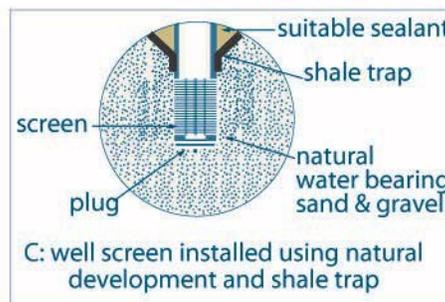
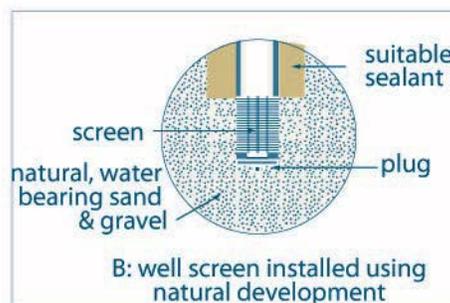
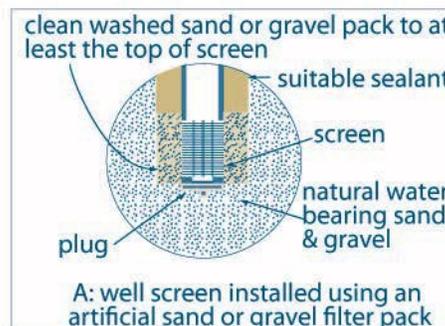
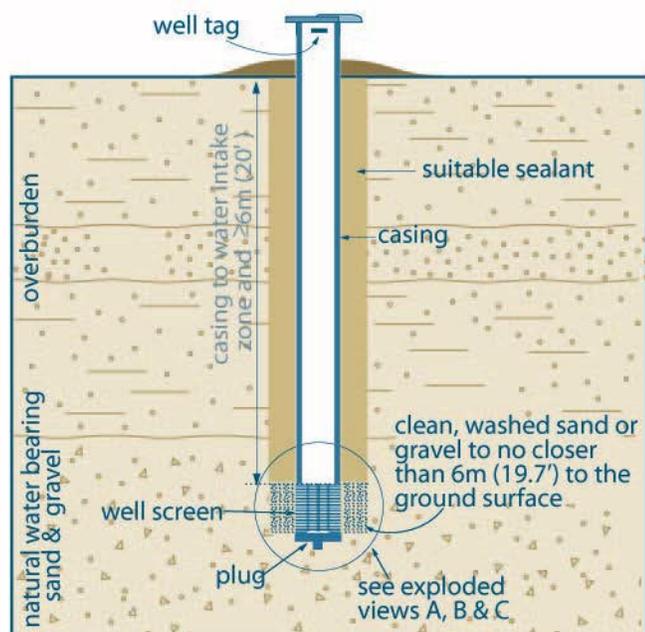
Appendix 3 - Quebec annular space and sealing requirements: Drilled wells

Appendix 4 - Quebec annular space and sealing requirements: Bored/dug wells

Appendix 5 - Ontario well abandonment guidance

Appendix 6 - Quebec well abandonment guidance

FIGURE 6-6: DRILLED WELL IN OVERBURDEN – WELL SCREENS THAT ARE ARTIFICIALLY PACKED OR NATURALLY DEVELOPED



- The hole diameter must be at least 7.6 cm (3") greater than the final outer casing (see A or B) for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less).
- If centralizers are used with rotary equipment or a breakaway guide is used with cable tool equipment the hole diameter must be at least 5.1 cm (2") greater than the final outer casing (see C) for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less).
- When the only useful aquifer necessitates a shallower well, the sand or gravel must not be closer than 2.5 m to the ground surface.
- This applies to all wells other than wells constructed by the use of a driven or jetted point, dug wells and bored wells with concrete casing. This will apply to bored wells with casing other than concrete (e.g. galvanized or fiberglass).



See the "Filter Packs around Well Screens for Drilled Wells" section in Chapter 5: *Constructing the Hole, Casing & Covering the Well* for filter pack material information and best management practices about filter packs.

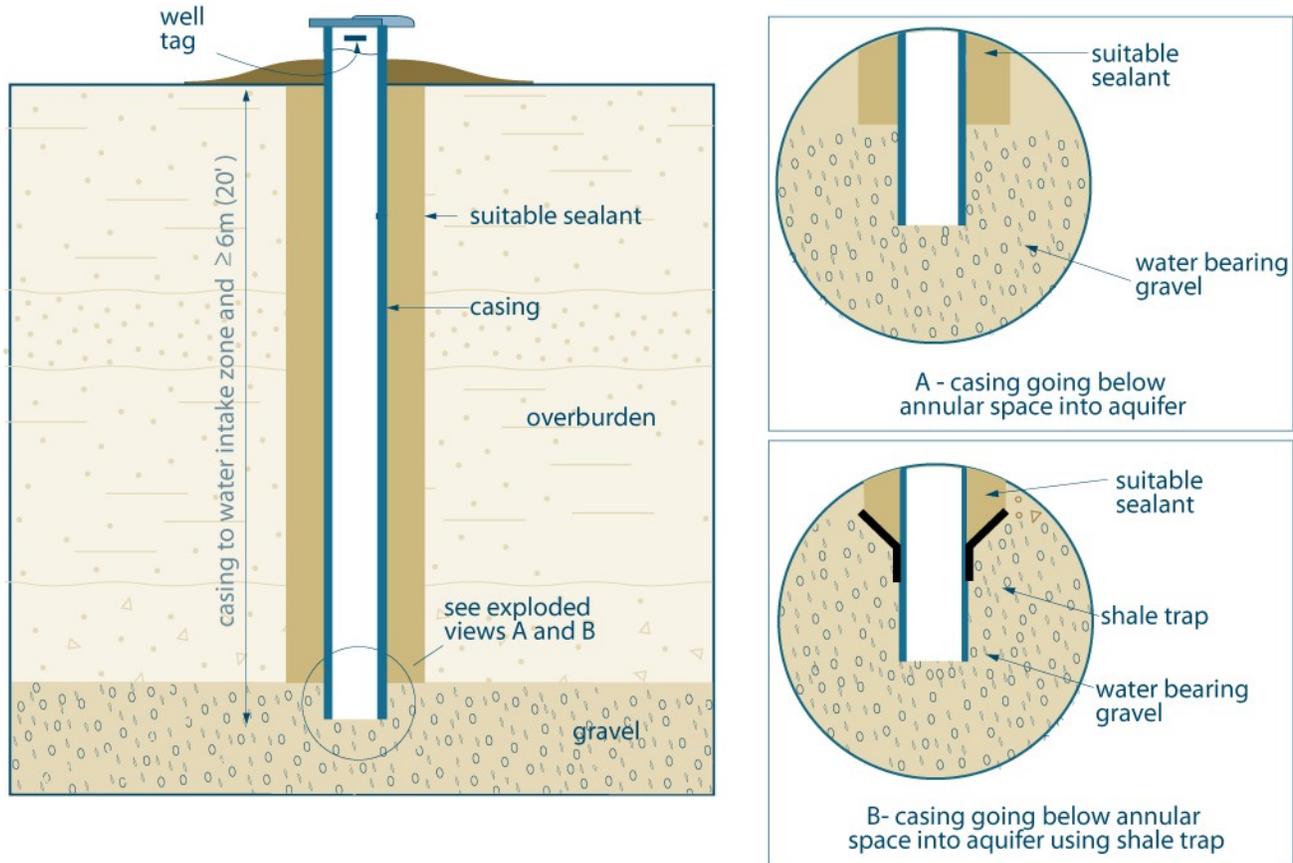


If centralizers are used with rotary equipment or a breakaway guide is used with cable tool equipment, the hole diameter must be at least 5.1 cm (2") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less). For additional information, see the "Centering the Casing" section in Chapter 5: *Constructing the Hole, Casing & Covering the Well*.



This figure is not to scale, it is for illustrative purposes for this chapter only, and does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

FIGURE 6-7: DRILLED WELL – WITHOUT WELL SCREEN



- The hole diameter must be at least 7.6 cm (3") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less).
- If centralizers are used with rotary equipment or a breakaway guide is used with cable tool equipment the hole diameter must be at least 5.1 cm (2") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less).
- This applies to all wells other than wells constructed by the use of a driven or jetted point, dug wells and bored wells with concrete casing. This will apply to bored wells with casing other than concrete (e.g. galvanized or fiberglass).
- In this example, the casing has been driven below the bottom of the annular space.

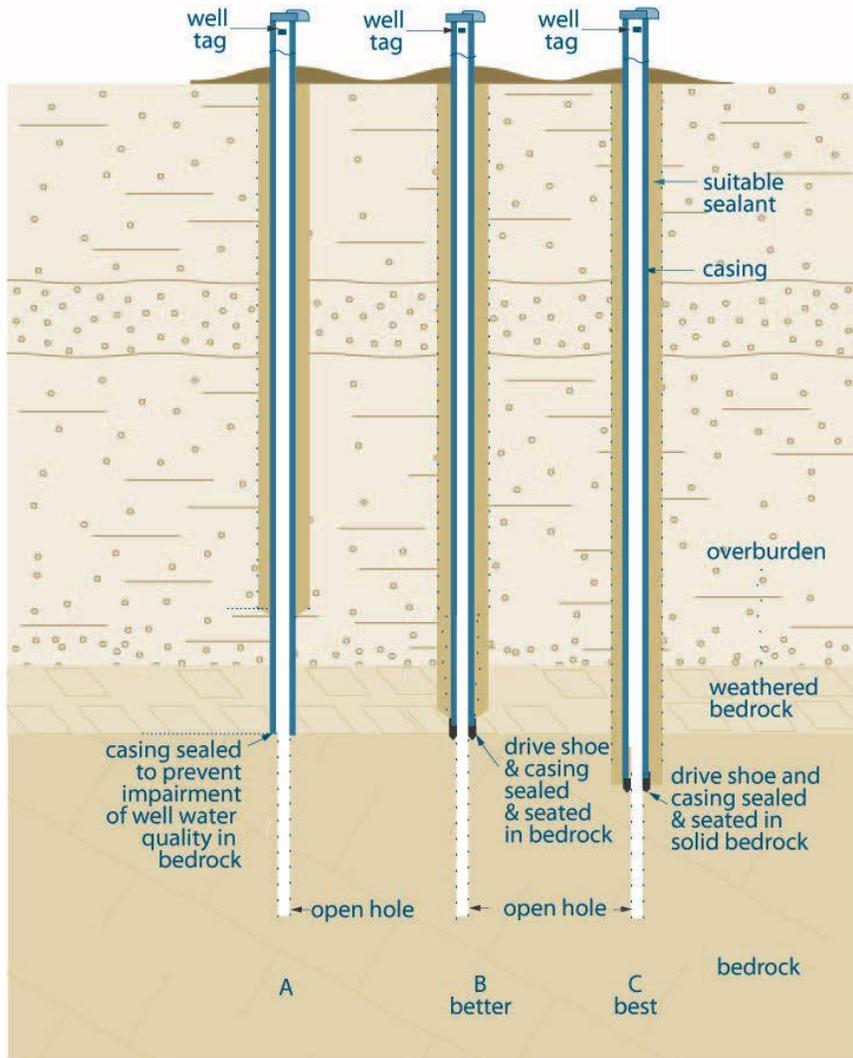


If centralizers are used with rotary equipment or a breakaway guide is used with cable tool equipment, the hole diameter must be at least 5.1 cm (2") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less). For additional information, see the "Centering the Casing" section in Chapter 5: *Constructing the Hole, Casing & Covering the Well*.



This figure is not to scale, it is for illustrative purposes for this chapter only, and does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

FIGURE 6-8: EXAMPLES OF DRILLED WELLS IN BEDROCK



- The hole diameter must be at least 7.6 cm (3") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less).
- If centralizers are used with rotary equipment or a breakaway guide is used with cable tool equipment the hole diameter must be at least 5.1 cm (2") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less).
- In this example, the casing in A has been driven below the bottom of the annular space so that no further annular space is created.

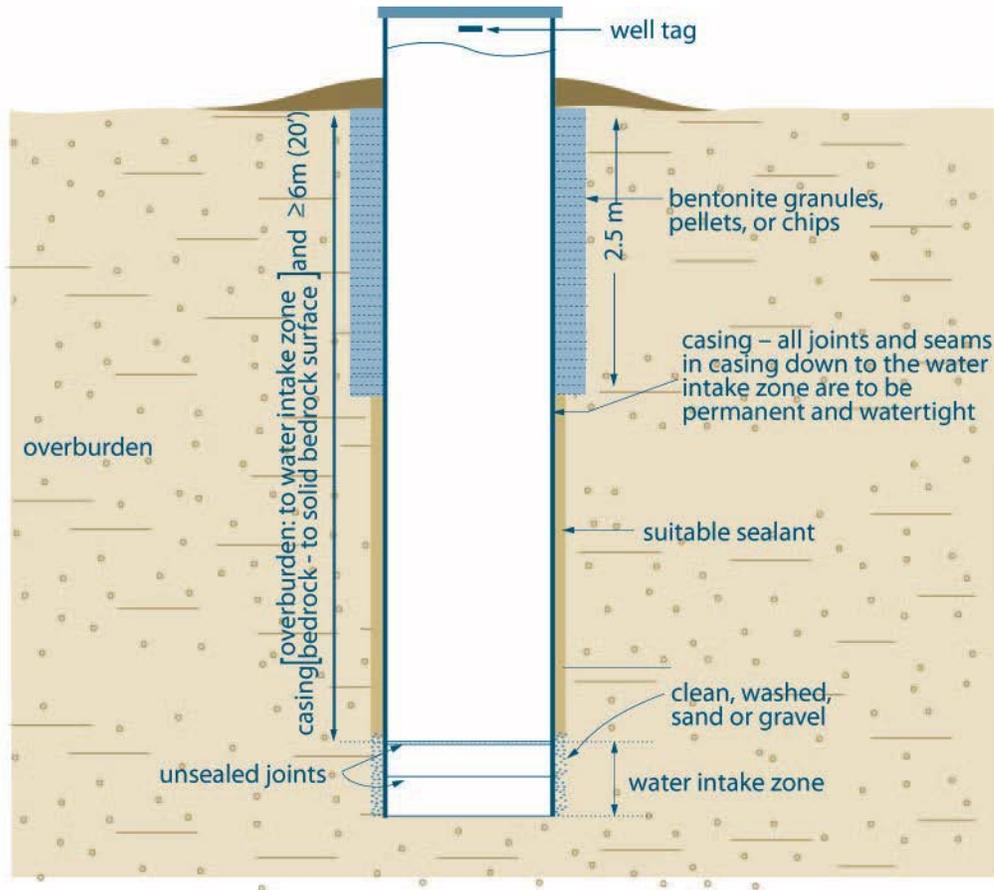


If centralizers are used with rotary equipment or a breakaway guide is used with cable tool equipment, the hole diameter must be at least 5.1 cm (2") greater than the final outer casing for at least 6 m (19.7') from the ground surface or the full depth of the well (whichever is less). For additional information, see the "Centering the Casing" section in Chapter 5: *Constructing the Hole, Casing & Covering the Well*.



This figure is not to scale, it is for illustrative purposes for this chapter only, and does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

FIGURE 6-10: BORED WELL WITH CONCRETE CASING



- All concrete tiles with joints that are not sealed with mastic are considered a well screen (water intake zone).
- The hole diameter must be at least 15.2 cm (6") greater than the casing's outer diameter from the land surface to a depth of 2.5 m (8.2').
- The hole diameter must be at least 7.6 cm (3") greater than casing's outer diameter from 2.5m (8.2') to at least 6m(20') below the land surface.
- Sand or gravel must be installed from at least the top of the water intake zone or screen to no closer than 6m (20') below the land surface unless the only useful aquifer available necessitates a shallower well in which case clean, washed sand or gravel must be installed no closer than 2.5 m (8.2') from the land surface.

See "Well Screens Using Large Diameter Concrete Tiles" section in Chapter 5:



Constructing, Casing & Covering the Well for information and best management practices on using concrete tiles as well screens.

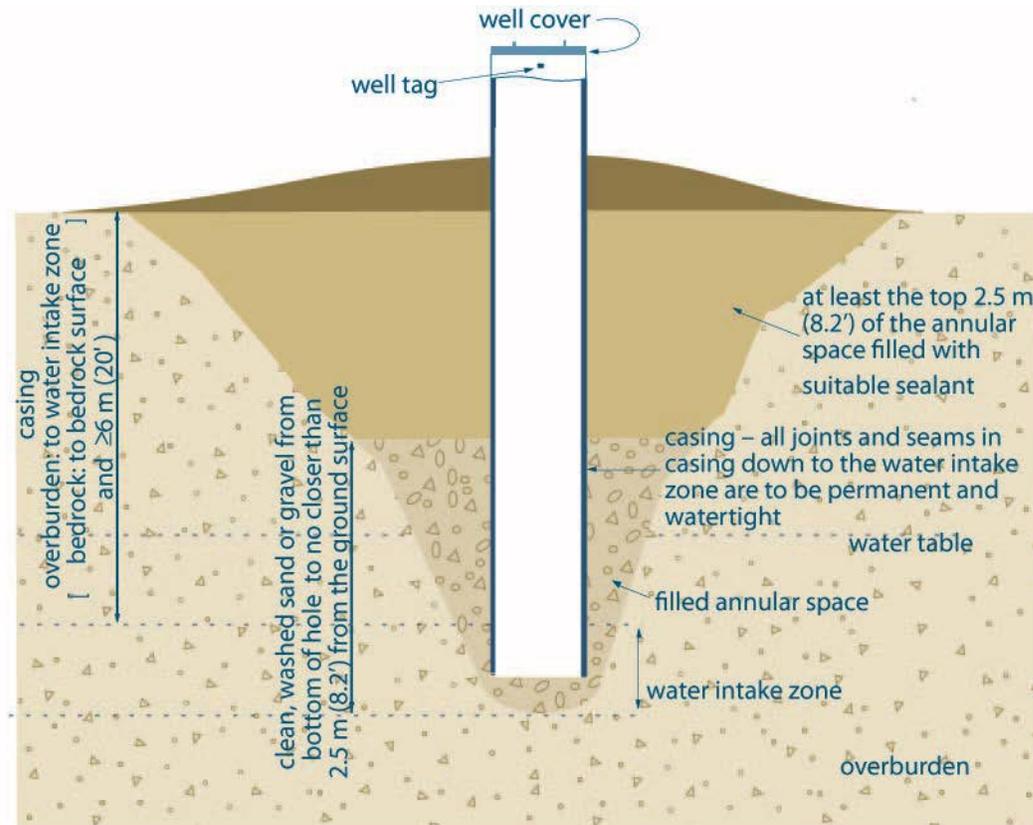


See the "Filter Packs around Well Screens for Drilled Wells" section in Chapter 5:
Constructing the Hole, Casing & Covering the Well for filter pack material information and best management practices about filter packs.



This figure is not to scale, it is for illustrative purposes for this chapter only, and does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

FIGURE 6-11: DUG WELL



- All concrete tiles with joints that are not sealed are considered well screens (water intake zone).
- Sand or gravel can be replaced with native material (soil) that was excavated from the hole, if the well is not constructed in a contaminated area and the horizons of soil are excavated separately, stored separately, kept free from contamination and backfilled in the same relative positions that they originally occupied.
- Suitable sealant that is used to fill annular space must provide appropriate structural strength to support the weight of persons and vehicles that may move over the well area after it is filled.

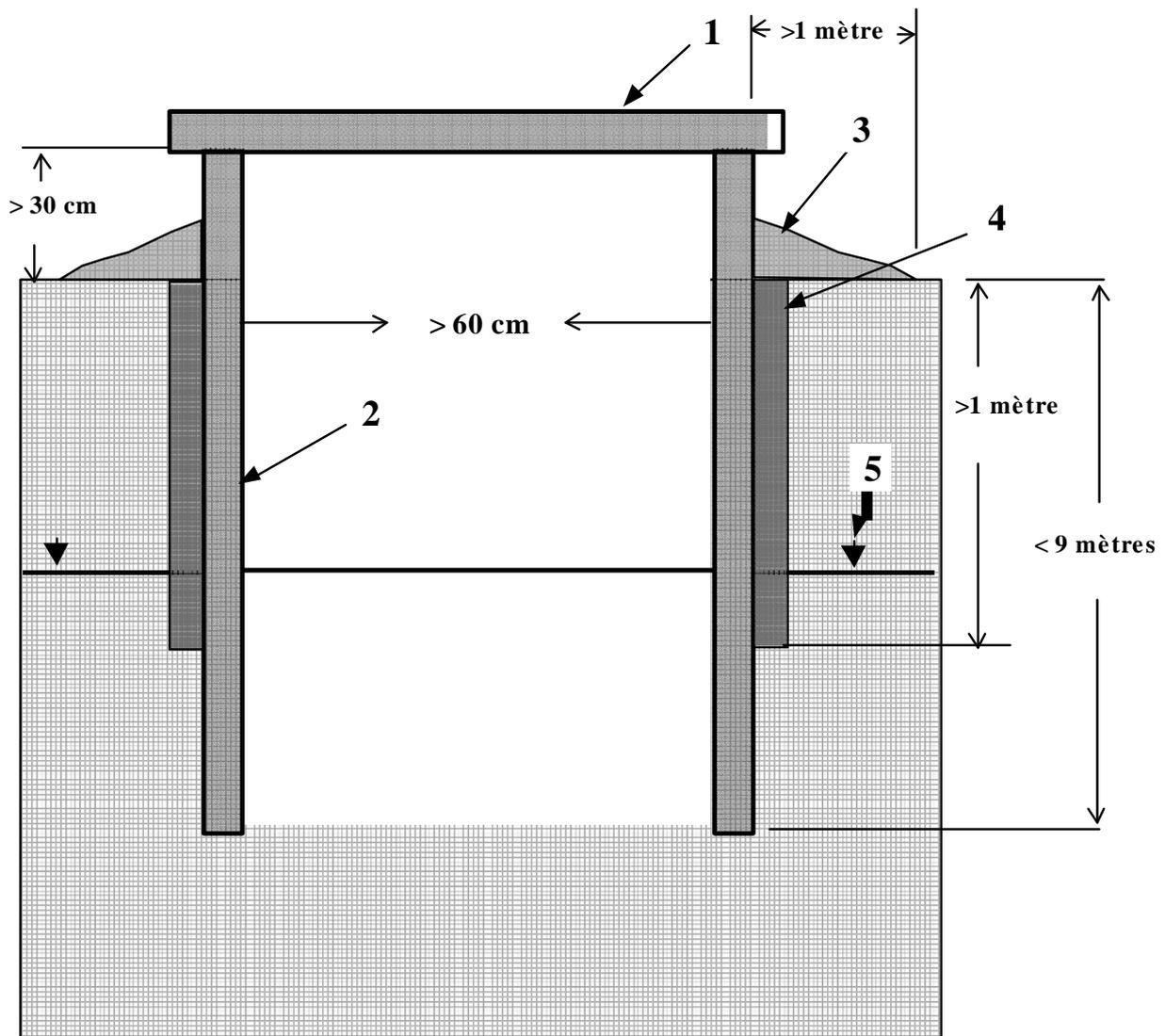


See “Well Screens Using Large Diameter Concrete Tiles” section in Chapter 5: *Constructing & Casing the Well* for information and best management practices on using concrete tiles as well screens.



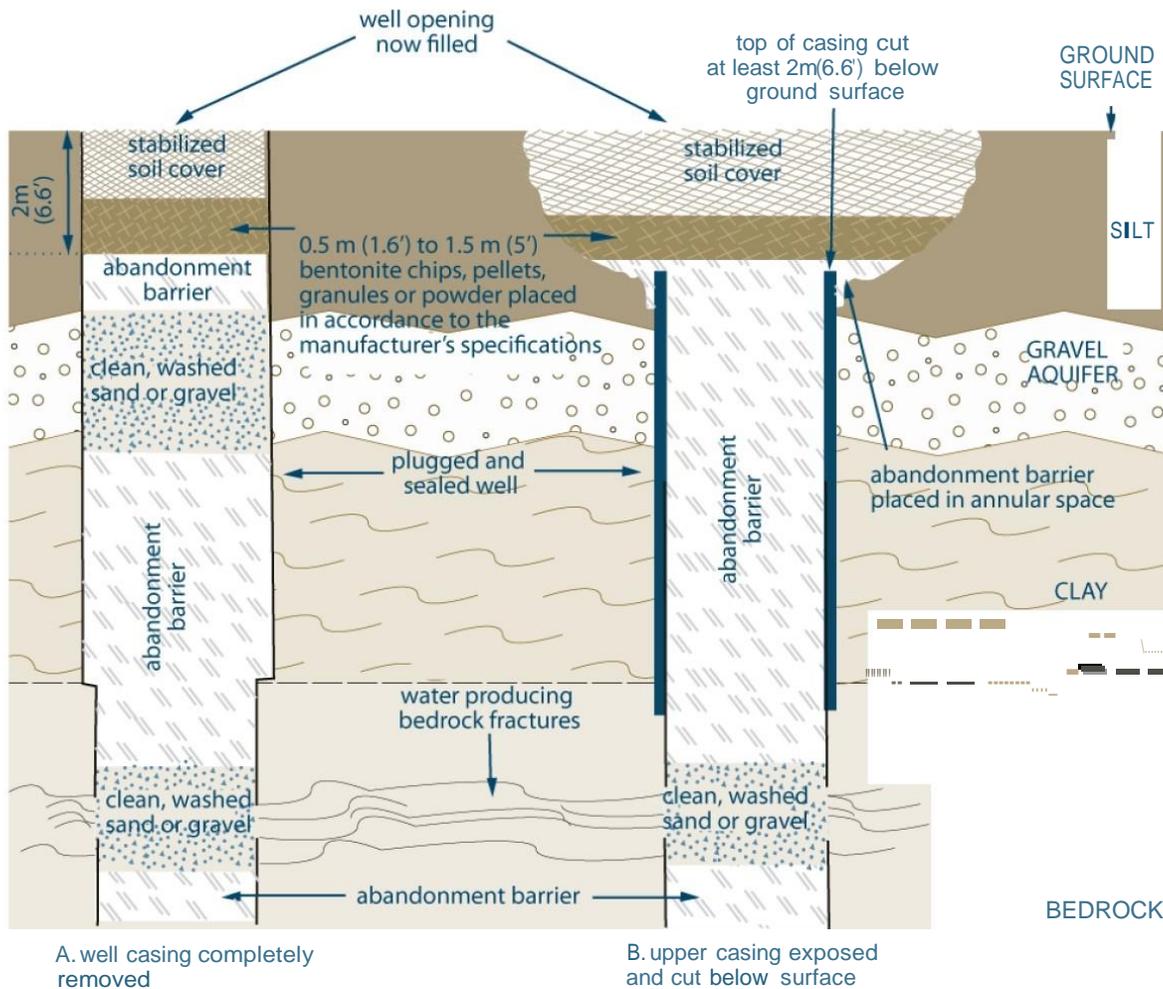
This figure is not to scale, it is for illustrative purposes for this chapter only, and does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

Figure 8-2 : Schéma de conception d'un puits de surface



- 1- Couvercle étanche.
- 2- Section tubée [cylindres de béton (NQ 2622-126), plastique, maçonnerie de pierre ou gélinite].
- 3- Monticule constitué d'un matériau imperméable.
- 4- Matériau scellant d'une profondeur minimale de 1 mètre remplissant tout l'espace annulaire.
- 5- Niveau de la nappe d'eau souterraine.

FIGURE 15-45: PLUGGING AND SEALING WELLS > 6.5 CM (2.5")

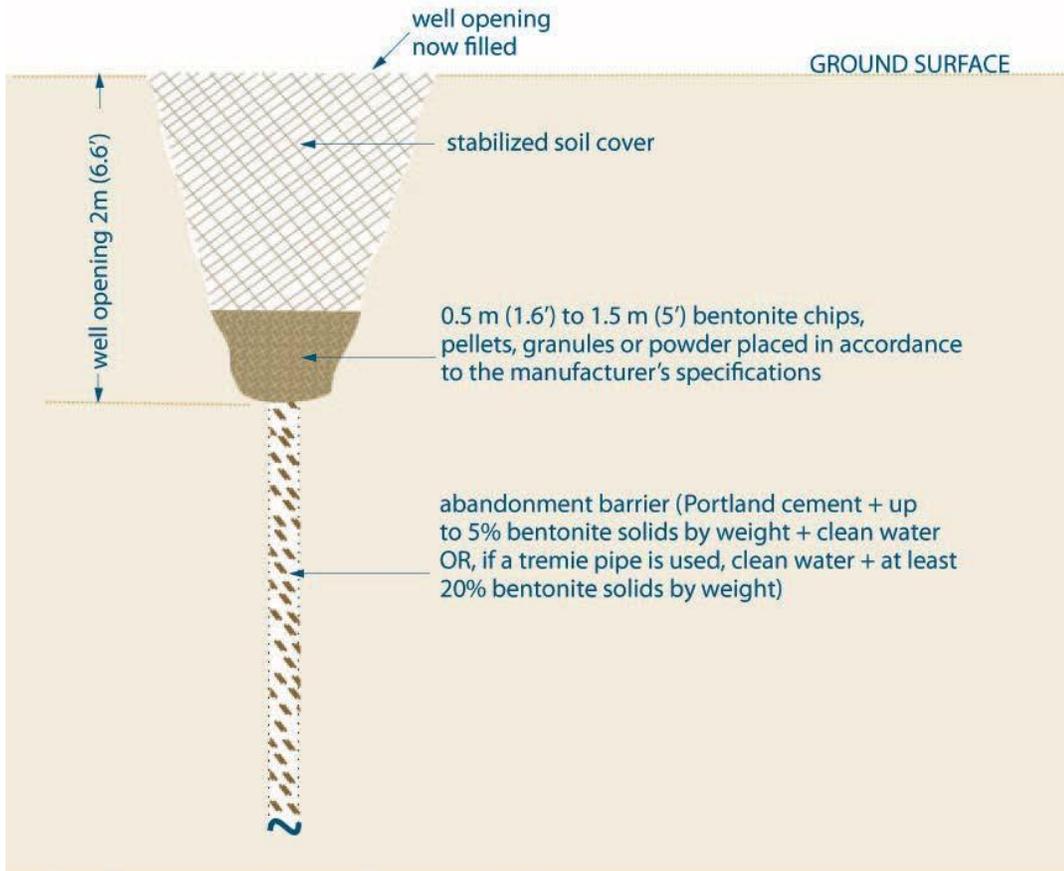


- This procedure is typically used for drilled wells and may also be used for direct push, dug and bored wells. It is permitted for any type of well with a diameter greater than 6.5 cm (2.5").
- Abandonment barrier slurries must be placed using a tremie pipe.
- Abandonment barrier must prevent any *movement* of water, natural gas, contaminants or other materials between subsurface formations (including aquifers) and between a subsurface formation (including an aquifer) and the top of the abandonment barrier.
- Water should be added to the bentonite chips, pellets, granules or powder to start hydration.
- Soil cover can be other material in keeping with existing adjacent surface material. The soil cover must prevent inadvertent and unauthorized access.
- Well opening is typically excavated to *remove* the top portion of the well casing.

This figure applies to situations where narrow diameter wells (≤ 6.5 cm) are overdrilled to a diameter >6.5 cm. It also applies to wells with a diameter >6.5 cm that are constructed with flush-mounted well pits (vaults).

The diagram above is not to scale, it is for illustrative purposes for this chapter only and it does not necessarily represent full compliance with other requirements found in the Wells Regulation.

FIGURE 15-46: PLUGGING AND SEALING NARROW DIAMETER WELLS < 6.5 CM (2.5")



- This is for situations where well casing and well screen are being removed or are absent.
- This is typically for narrow diameter drilled, jetted and driven point wells
- Abandonment barrier must prevent any movement of water, natural gas, contaminants or other materials between subsurface formations (including aquifers), and between a subsurface formations (including an aquifer), and the top of the abandonment barrier
- Water should be added to the bentonite chips, pellets, granules or powder to start hydration
- If well casing and screen are not being removed, the abandonment barrier must be:
 - a slurry of clean water and Portland cement + up to 5% bentonite solids by weight, OR
 - bentonite chips or pellets that have been screened and placed in accordance with manufacturer's specifications.
- At least the top 2 m (6.6') of the casing must be removed, if reasonably possible.
- Well opening is typically excavated to remove the top portion of the well casing.

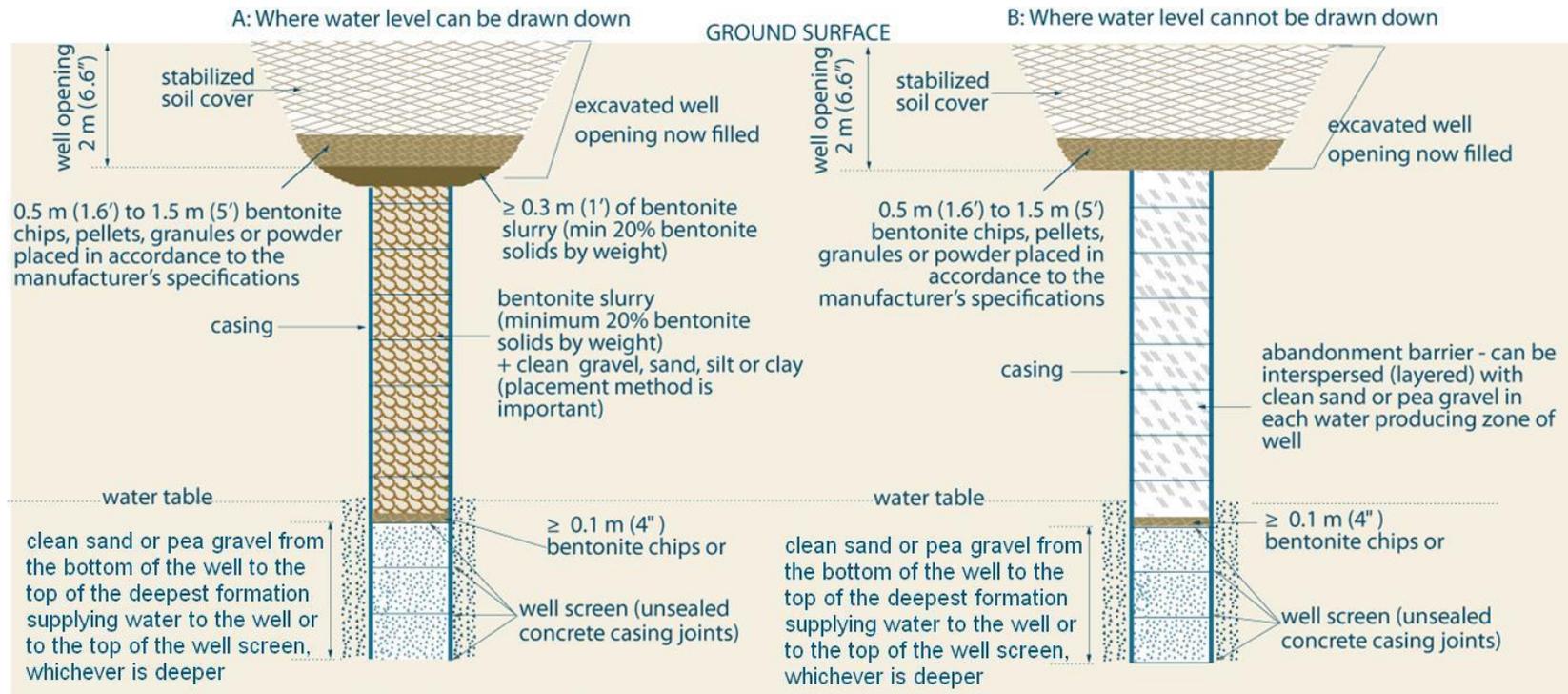


This figure and associated notes apply to situations where narrow diameter wells (≤ 6.5 cm) are constructed with flush-mounted well pits (vaults) and the casing and well screen have been removed.



The diagram above is not to scale, it is for illustrative purposes for this chapter only and it does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

FIGURE 15-47: PLUGGING AND SEALING LARGE DIAMETER WELLS > 65 CM (2.5') – ALTERNATE METHODS



- This alternate method is typically for large diameter dug, bored or augered wells.
- Abandonment barrier slurries must be placed using a tremie pipe.
- Soil cover can be other material in keeping with existing adjacent surface material. The soil cover must prevent inadvertent and unauthorized access.
- Abandonment barrier must prevent any movement of water, natural gas, contaminants or other materials between subsurface formations (including aquifers), and between a subsurface formation (including an aquifer), and the top of the abandonment barrier.
- Water should be added to the bentonite chips, pellets, granules or powder to start hydration.
- Well opening is typically excavated to remove the top portion of the well casing.

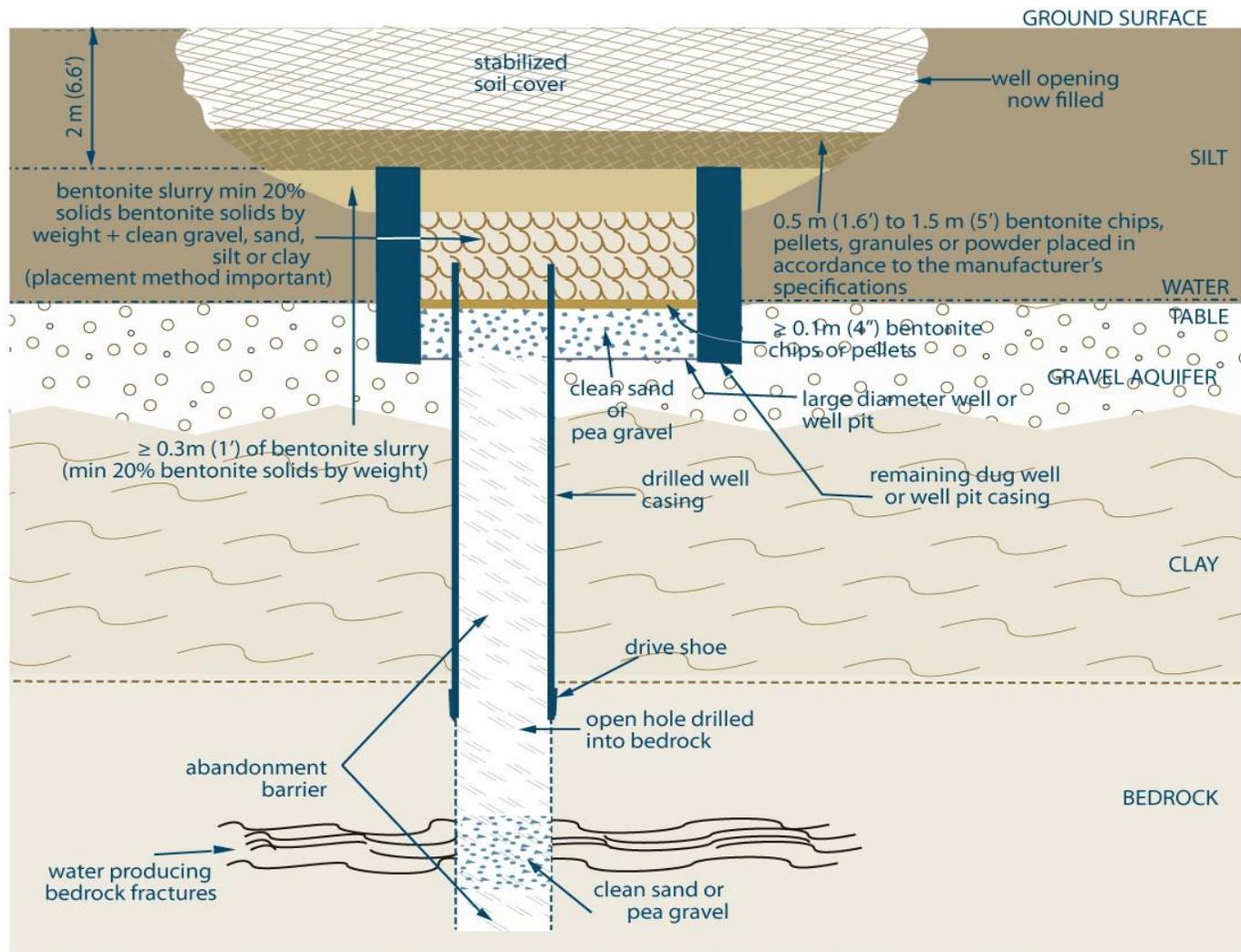


The well in Diagram 'A' of Figure 15-47, above, is filled with a bentonite slurry (minimum 20% bentonite solids by weight) + clean gravel, sand, silt or clay. In this case, the placement method is important. See the placement method in step 3(C) in this Chapter.



The diagram above is not to scale, it is for illustrative purposes for this chapter only, and it does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

FIGURE 15-48: PLUGGING AND SEALING A DRILLED WELL THROUGH A LARGE DIAMETER DUG WELL OR WELL PIT



- Requirements for wells >6.5 cm (2.5") apply to the drilled portion of the well, and alternate method for wells >65cm (2.5') could be used from the bottom of the dug well or well pit up to the ground surface.
- Abandonment barrier slurries must be placed using a tremie pipe.
- Soil cover can be other material in keeping with existing adjacent surface material.
- The abandonment barrier must prevent any movement of water, natural gas, contaminants or other materials between subsurface formations (including aquifers) and between a subsurface formation (including an aquifer), and the top of the abandonment barrier.
- Water should be added to the bentonite chips, pellets, granules or powder to start hydration.
- Well opening is typically excavated to remove the top portion of well casing.



If water cannot be pumped down to the top of the 0.1 m (4") of bentonite chips or pellets see Figure 15-47(B) and step 3(C) in this chapter for material placement method. If present, a well pit floor made of suitable sealant must be removed in this case to allow for the placement of clean sand or pea gravel.



The diagram above is not to scale, it is for illustrative purposes for this chapter only, and it does not necessarily represent full compliance with other requirements found in the **Wells Regulation**.

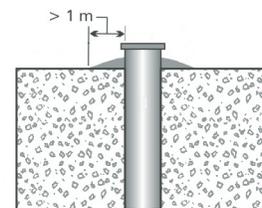
ENTRETIEN DE L'INSTALLATION DE PRÉLÈVEMENT

L'entretien regroupe l'ensemble des mesures qui visent à diminuer le risque de contamination. Ces mesures d'entretien qui incombent au propriétaire sont énumérées à l'**article 18**. L'entrepreneur qui aménage l'installation de prélèvement doit respecter des normes édictées dans le RPEP (Annexe I du présent guide). En contrepartie, certaines normes respectées au départ peuvent ne plus l'être au fil du temps. C'est au propriétaire de s'en assurer. Le premier exemple est celui rattaché à la responsabilité de veiller à ce que l'installation soit munie en tout temps d'un **couvercle** résistant aux intempéries, aux contaminants et à la vermine et si l'installation est exposée à des risques d'immersion, aux infiltrations d'eau. Avec le temps, le couvercle peut se dégrader. Le propriétaire doit donc vérifier régulièrement que ce dernier ne présente aucune faille pouvant laisser l'eau de pluie ou de crue, le cas échéant, y entrer.

La responsabilité relative à la **finition du sol** autour du puits est de même nature, quoique cette dernière soit davantage sujette à la dégradation en raison de l'érosion naturelle du sol. En effet, le RPEP stipule que, tout autour du puits, la finition du sol doit être effectuée de façon à éviter l'accumulation d'eau stagnante et le ruissellement des eaux de surface vers le tubage dans un rayon d'un mètre autour de l'installation de prélèvement. Il faut également s'assurer que cette finition soit constamment maintenue, car elle s'érodera invariablement au fil du temps. C'est en surveillant de temps à autre et en agissant en temps opportun que le propriétaire diminuera le risque de contamination de son puits. Le propriétaire peut, par le fait même, s'assurer que **l'installation est repérable visuellement en tout temps**. Prendre note que l'article 18 concerne également les puits d'observation. Prendre les mesures nécessaires à la protection de l'eau souterraine prélevée par un puits est important, car si elles protègent la qualité de l'eau du puits du propriétaire, elles protègent aussi de la contamination la nappe phréatique qui est possiblement utilisée par d'autres installations ou qui le sera à l'avenir.

Tableau 8 – Étanchéité de l'installation de prélèvement

Comme le précise le règlement, la pente autour de l'installation doit couvrir un rayon d'un mètre. L'officier municipal pourra lui aussi vérifier qu'une telle pente entoure le puits des propriétés qu'il visite et dans le cas contraire, en aviser le propriétaire.



OBTURATION D'UNE INSTALLATION DE PRÉLÈVEMENT NON UTILISÉE

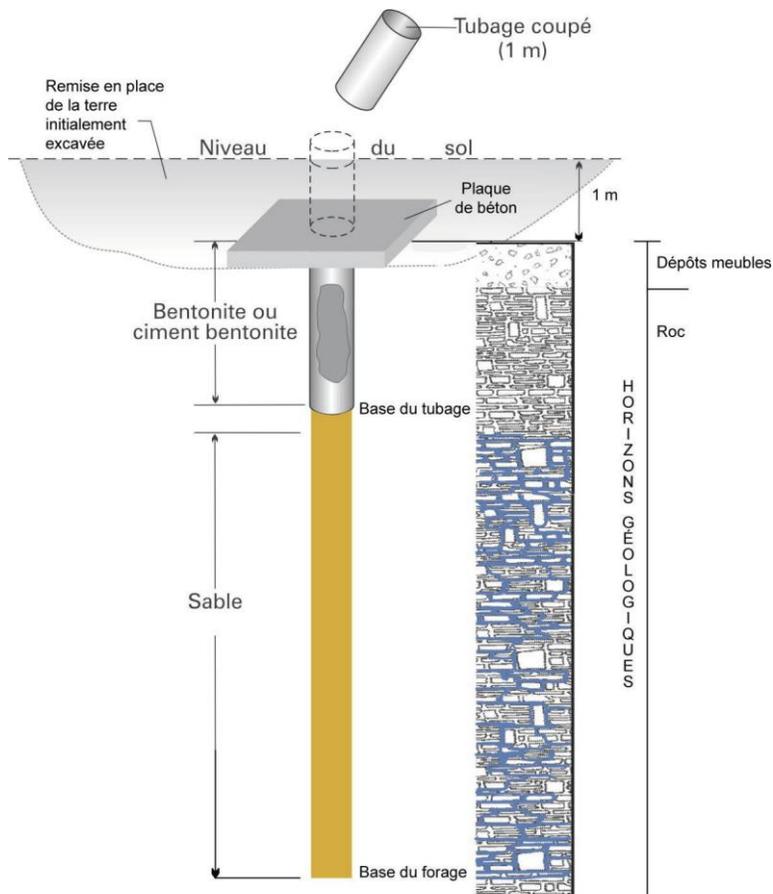
L'article 18 du Règlement oblige le propriétaire à entretenir son installation de prélèvement afin de diminuer les risques de contamination de la nappe phréatique. Cet article stipule également qu'un puits obturé conformément à l'article 20 n'a plus à être entretenu tel que le spécifie l'article 18. En d'autres termes, cela signifie que si le propriétaire n'a plus besoin de son puits, il doit l'obturer, car il ne l'entretiendra manifestement plus et il s'exposera alors à des sanctions pour non-respect des dispositions de l'article 18. De même, s'il n'en a plus besoin pour le moment, mais qu'il souhaite s'en servir plus tard, il n'a qu'à tout bonnement continuer à l'entretenir conformément aux dispositions de l'article 18. L'obturation est définitive et permet au propriétaire de se décharger de l'entretien d'un puits qu'il n'utilise plus.

Cela vaut également pour les **puits d'observation** présents sur le territoire de la municipalité. Un puits d'observation n'est pas équipé d'un système de pompage et n'est d'ailleurs pas destiné à l'alimentation en eau potable. Son unique but est de permettre d'observer les variations de la hauteur de la nappe phréatique ainsi que sa composition physico-chimique.

Voici comment une obturation doit être effectuée conformément à l'article 20 (**Figure E**) :

- Le tubage du puits doit être excavé jusqu'à une profondeur d'un mètre;
- Le tubage du puits doit ensuite être sectionné à la base de cette excavation;
- La portion du tubage en contact avec l'horizon géologique contenant la nappe phréatique doit être rempli de sable;
- Le reste du tubage est ensuite rempli avec de la bentonite ou un mélange de ciment-bentonite;
- Dans tous les cas le matériel utilisé doit être propre afin de ne pas contaminer l'eau souterraine;
- Une plaque de béton est apposée sur le dessus du tubage;
- Enfin, l'excavation est comblée par la terre initialement excavée.

Figure E – Schéma d'obturation d'un puits



GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

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

2. Assignment and Subcontracting

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

3. Members of The House of Commons

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

4. Indemnification

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

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. Permits and By-Laws

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

7. Canadian Labour and Materials

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

8. Publicity

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

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

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

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

12. Claims Against and Obligations of the Contractor or Subcontractor

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

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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

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

GENERAL CONDITIONS

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

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

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

15. Changes in soil conditions, National Capital Commission delays

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

16. Protesting Project Manager/Officer's Decision

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

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

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

18. Security Deposit

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

19. No Additional Payment

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

GENERAL CONDITIONS

20. Determination of Costs

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

21. Records to be Kept by Contractor

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

22. Extension of Time

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

23. Cleaning of Work

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

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

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

GENERAL CONDITIONS

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

26. Correction of defects

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

GENERAL CONDITIONS

27. Liability Insurance

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

28. Workers Compensation

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

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.

SECURITY REQUIREMENTS

Security Requirements

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

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

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

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
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 LPPF		<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 LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, 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

IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:

(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"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

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

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

PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT

E-mail address / Adresse courriel :

PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS

E-mail address / Adresse courriel :

PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION

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

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).

Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Mail or fax to: Procurement Assistant, Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

Poster ou télécopier à : Assistant à l'approvisionnement
Services de l'approvisionnement
Commission de la capitale nationale
40, rue Elgin, pièce 202
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT 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 Supervisor
(613) 239-5678 ext. 5156 or 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.

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

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

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

The advantages of direct deposit payment

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

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou 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.

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

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

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

Avantages du paiement 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.

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

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