

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

LW034

<p>ADDRESS ALL INQUIRIES TO:</p> <p>Lana Wilson, Senior Contract Officer (613) 239-5678 Ext 5192 lane.wilson@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE:</p> <p>Tuesday, June 14, 2016 at 3:00pm Ottawa time</p>	
<p>RETURN ORIGINAL Submit tender on this tender / contract form and return to: → National Capital Commission Procurement Services 40 Elgin Street, Security Office on 2nd Floor (from 8am to 4:30pm) Ottawa, ON K1P 1C7 Reference NCC tender file # LW034</p>	
<p>DESCRIPTION OF SERVICES:</p> <p>Wellington Street Light Standards Rehabilitation</p>	<p>LOCATION:</p> <p>Canada`s Capital Region : Ottawa</p>
<p>SITE VISIT:</p>	<p>Not applicable</p>
<p>QUALIFICATION:</p>	<p>Qualification is required for: 1) Sub-Contractor for Surface Preparation and Painting</p>
<p>PUBLIC TENDER OPENING:</p>	<p>A public tender opening will be held on Tuesday, June 14, 2016 at 3:00pm Ottawa Time at 40 Elgin Street, Ottawa, ON at Security Office on 2nd Floor.</p>

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

LW034

I. OFFER

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

II. GENERAL AGREEMENT The Contractor agrees:

1. To begin work immediately upon award of contract and complete all work before **June 20, 2017**. Meeting this schedule deadline is important as a result of the National Capital Region’s 150th Anniversary celebrations in the summer of 2017. Should any work not be completed by June 20, 2017, work on site will have to resume in mid-September. No work on site will be permitted during the months of July and August 2017.
2. **to provide at his/her own cost the following securities:**
 - (a) **with your tender to ensure entry into a contract a bid bond from an [acceptable company](#), a certified cheque made payable to the National Capital Commission, or, "Cash" in the amount of 10% of the bid amount including taxes.**
 - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond for each 50% of the bid amount including taxes, or, "Cash" in the amount of 20% of the bid amount including taxes;**
3. that this Offer and Agreement, together with the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

LW034

III. PRICING

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

A Detailed Unit Price Table (Appendix D) must be filled out completely. Failure to fill out all the required unit pricing will result in disqualification.

Insert the Total Cost Per Unit (from Appendix D) for each category into the Unit Price Table below.

Item type	Total Quantity	Unit price	Total
SPL	53	\$	\$
SL	45	\$	\$
PL	71	\$	\$
PL2	30	\$	\$
Temporary Poles	Cash allowance	N/A	\$14,000.00
		HST	\$
		Total Costs	\$

Basis of award will be the bidder who:

- 1) meets all of the terms and conditions
- 2) who meets all the mandatory requirements (1.1.1, 1.1.2 and 1.1.3)
- 3) who offers the NCC the lowest total amount including all taxes and who passes the Request for Qualification (Appendix E)

Lowest or any tender NOT necessarily accepted. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

IV. REQUEST FOR QUALIFICATION

Bidders must also complete the request for qualification document (see Appendix E) and submit with this Invitation to Tender .

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

LW034

V. INVOICING

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

VI. ENQUIRIES

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

VII. SECURITY REQUIREMENTS

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 on the basis of the sensitivity of the information and assets that need to be accessed.*

**INVITATION TO TENDER
Tender / Contract Form**

NCC TENDER FILE #:

LW034

VIII. ADDENDUM ACKNOWLEDGEMENT

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

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

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

Accepted & executed on behalf of the Commission this _____ day of _____, 2016

<p align="center">COMMISSION USE ONLY NCC SIGNATURE ONLY</p>	<p align="center">TITLE</p>
---	------------------------------------

CONFEDERATION BOULEVARD
WELLINGTON STREET LIGHT STANDARDS
REHABILITATION

Project Number: DC4805-20-10

TECHNICAL SPECIFICATIONS

1.0 PROJECT REQUIREMENTS

1.1 MANDATORY REQUIREMENTS

1.1.1 Qualification: Sub-Contractor for Surface Preparation & Painting (Appendix E)

The attached Qualification document (Appendix E) for the Sub-Contractor for Surface Preparation & Painting must be filled out and submitted with the tender.

1.1.2 Warrantie Acceptance Confirmation

Contractor shall submit a letter with the tender submission confirming acceptance of Contract Warranties for coating system application as outlined in Section 8.0

1.1.3 Detailed Unit Price Table 2.1 (Appendix D)

Contractor shall complete the Detailed Unit Price Table 2.1 as the basis for unit price payments. These unit prices will be used should there be any additions or deletions to the contract.

1.2 GENERAL REQUIREMENTS

1.2.1 Work Completion Schedule

1.2.1.1 Contractor shall begin work immediately upon award of contract and complete all work before **June 20, 2017**. Meeting this schedule deadline is important as a result of the National Capital Region's 150th Anniversary celebrations in the summer of 2017. Should any work not be completed by June 20, 2017, work on site will have to resume in mid-September. No work on site will be permitted during the months of July and August 2017.

1.2.2 Multi-Year Funding

- 1.2.2.1 This contract is being funded over two fiscal-years (2016/2017 and 2017/2018). Work will need to be split approx. 60% - 40% between the two fiscal years as follows:

2016/17 fiscal-year: Approx. 60% to 70% to be completed before March 31, 2017.

2017/18 fiscal-year: Approx. 30% to 40% to be completed between April 1, 2017 and June 20, 2017.

1.2.3 Temporary Lighting & Staging of Work

- 1.2.3.1 Ensure adequate street lighting is maintained during the refurbishment of SPL & SL poles by installing temporary fixtures. The NCC does not have any spare SL or SPL fixtures in stock.
- 1.2.3.2 The rehabilitation of streetlights (SL & SPL) must be done in groups of no more than 5 to 10 fixtures at a time. Temporary streetlights will be required for the first set of 5 to 10 fixtures. Work must begin from the west end of Wellington Street. A rotation of 5 to 10 set of lights can be done once the first set is rehabilitated. Pedestrian lights (PL) can be removed and rehabilitated in larger groups if need be. There is no obligatory requirement to maintain pedestrian level lighting during the contract period. Footings and anchor bolts must be protected at all times when fixtures are not in place.

1.2.4 Project description

- 1.2.4.1 This contract involves the complete rehabilitation and refurbishment of the Confederation Boulevard decorative custom-designed steel street lighting poles (fluted) with various aluminum parts along Wellington Street, including electrical work and lamp replacement. Scope of works includes removal, transportation, structural examination, dismantling, sandblasting & refinishing, electrical system check and repairs as required, re-assembly and re-installation. It also includes the installation of new parts & components to be supplied by the NCC.

- 1.2.4.2 Here are the definitions of the acronyms used to identify each type of fixture :

SPL : Street and pedestrian light
SL : Street light only
PL : Pedestrian light with either four (4) globes or two (2) globes.

See drawings of each fixture type in **Appendix A** and Location Plan in **Appendix B**.

1.2.5 Background

- 1.2.5.1 The National Capital Commission (NCC) is responsible for the development and life cycle management of Confederation Boulevard, a Ceremonial Route linking major attractions within the Capital core area.

The Wellington segments of Confederation Blvd were completed between 1996 and 1999. The light standards installed in these sections are therefore 17 to 20 years old and in need of refurbishment. These fixtures are referred to as second generation fixtures, fabricated by Lumec (now Philips Lighting) and Valmont (poles supplier) similar to a first generation of streetlights initially designed and fabricated in 1987.

The family of second generation light standards consists of seven types. These lights are in two basic categories; pedestrian lights (PL) and street lights (SL & SPL) as seen in **Appendix A**.

1.2.6 Scope of Work

1.2.6.1 The Contractor will be responsible for the refurbishment of the second generation custom street lights and pedestrian lights installed on Confederation Boulevard in accordance with the quantities noted below. This project includes removal, transportation, structural examination, dismantling, sandblasting & refinishing, electrical system check and repairs as required, re-assembly and re-installation. It also includes the installation of new parts & components supplied by the NCC.

There is a total of one hundred and one (101) street lights (SL & SPL) and one hundred and one (101) pedestrian lights (PL2 & PL4) to be refurbished as part of this contract along Wellington street between Mackenzie Avenue and the Portage Bridge in Ottawa, Ontario.

See attached Location Maps in **Appendix B**.

A copy of the shop drawings for the SPL, SL & PL light standards will be made available to the contractor.

Carry out the specified work in a professional manner, respective of the schedule, specifications, local by-laws and regulations and in strict accordance with safety regulations and practices.

1.2.6.2 Work includes, but is not limited to, the following:

- .1 Removal of light standards (in groupings of 5 to 10);
- .2 Supply and installation of temporary street light fixtures (for the first series of approx. 5 to 10);
- .3 Dismantling of parts;
- .4 Removal and re-installation of banners and banner arms on SL/SPL, if in place (April to October period only);
- .5 Inspection, Condition Report and identification of issues that may require further structural examination (by others);
- .6 Sandblasting, washing & surface preparation;
- .7 Application of coating systems;
- .8 Pressure-washing of all existing globes, inside and out;
- .9 Supply & installation of new lamps for street (Metal Halide) and pedestrian level (LED) lighting;
- .10 Re-assembly and re-installation of light standards (including new parts supplied by the NCC);
- .11 Identification marking of poles;
- .12 Replacement of stainless steel fasteners;
- .13 Snow clearing (if and when required) for the removal of fixtures;

- .14 Installation of plywood box covers for the protection of anchors bolts & footings on an as-required basis;
- .15 Maintenance Manual and Close-out documents
- .16 Touch-up paint kit

1.2.7 Payment

- 1.2.7.1 This is a **unit price contract**, to be paid in accordance with Unit Price tables 2.1 and 2.2. Any minor or miscellaneous items indicated on the drawings and specifications as being part of the work of this contract must be included by the Contractor in his overhead and indirect charges, and incorporated into the unit price bid.
- 1.2.7.2 No separate payment will be made for work performed in respect to any of the special provisions where there is no specific pay item on the price schedule. The cost of these works must be appropriated among, and included in, the unit price bid.

1.2.8 Additional Work

- 1.2.8.1 Should additional work be required, not initially identified herein, the Contractor shall notify the NCC of the necessity of such work and provide a price to undertake such work. The NCC must approve/disapprove any additional work prior to proceeding. However, the NCC reserves the right to have an alternate contractor submit a quote for such works should the costs be questionable.

2.0 GENERAL INSTRUCTIONS

2.1 Codes, Permits and Standards

- 2.1.1 Standards referred to in this Specification (CGSB, CSA, ASTM, etc.) may be examined at the following location:

Department of Supply and Services Canada
Standards and Specifications Branch
Place du Portage - Phase 3,
11 Laurier Street
Hull, Quebec
K1A 0S5

- 2.1.2 Perform the work in accordance with the latest revised and amended versions of all federal, provincial and municipal laws, acts, regulations, by-laws, ordinances, standards and guidelines, as they may apply to the work and in compliance with the Specifications. Should there be any discrepancy or conflict between the documents (laws, acts, regulations, by-law, ordinances, standard or guidelines), the most stringent shall apply.

- 2.1.3 Wherever in this Contract there is a list of statutes, regulations, by-laws, ordinances, standards, guidelines or other references under the heading “References and Codes” or any other heading, such list should be considered to be non-exhaustive and is included for information and illustration purposes only. It shall be the responsibility of the Contractor to make appropriate inquiries with respect to the applicable requirements.
- 2.1.4 Without limiting the generality of paragraphs 2.1.1 and 2.1.2 above, the Project must be performed in a manner that meets or exceeds the requirements of the following list which includes but is not limited to federal, provincial and municipal laws, regulations, by-laws, ordinances, standards and guidelines:
- .1 Contract Documents
 - .2 Specified standards, codes and reference documents
 - .3 City of Ottawa Noise By-Laws
 - .4 Ontario Environmental Protection Act
 - .5 Ontario Provincial Standard Specifications (OPSS)
 - .6 Occupational Health and Safety Act R.S.O
 - .7 Ontario Regulation 558/00 - Waste Management
 - .8 Gasoline Handling Act
 - .9 Canadian Environmental Protection Act
 - .10 Transportation of Dangerous Goods Act
 - .11 Canadian Environmental Quality Guidelines, CCME
 - .12 City of Ottawa Traffic and Parking By-Laws
 - .13 Ontario Traffic Manual, Book 7, latest edition.
- 2.1.6 Obtain and pay for permits, inspector approvals, and other licenses required for this project, and also pay any charges incidental to such permits. Wellington and Elgin are municipal streets. Contractor will need to obtain municipal permits to occupy the street and/or sidewalks. Provide a copy of the permits to the NCC Representative.
- 2.1.7 The Contractor is to obtain an entry permit from Isabelle Hughes, (613) 239-5678 ext. 5712 at the National Capital Commission, Urban Lands and Transportation Division.

2.2 Occupational Health and Safety Act

- 2.2.1 This Contract is considered to be a project under the Ontario Occupational Health and Safety Act.
- 2.2.2 The Contractor shall be registered with the Workplace Safety and Insurance Board (WSIB) and provide a copy of said registration or other suitable documentation to the Engineer prior to undertaking any work on the site.

2.3 Definitions

- 2.3.1 Wherever the term "Engineer" appears throughout this specification, it shall be construed to mean the Inspector representing the National Capital Commission, and including a duly appointed Consultant chosen to act on their behalf.
- 2.3.2 Wherever the terms "or equal", "or approved equal" appear after specific types of

materials and items throughout this specification, they shall be construed to mean as being equal in from the Engineer's standpoint, in material content, workmanship and quality of the materials designated as minimum acceptable standard, and that NCC approval must be obtained prior to submitting an alternative, in accordance with the Instructions to Tenderers, item 9.

2.4 Taxes

- 2.4.1 Include in the tendered amount, all sales and other taxes levied by the Federal, Provincial and Municipal governments or other authorities. The National Capital Commission will not refund any of the taxes paid by the Contractor.

2.5 Protection

- 2.5.1 Protect existing structures against damage until project completion.
- 2.5.2 Take all precautions to protect vegetated areas and tree specimens from any damages.

2.6 Damages

- 2.6.1 Damages caused to existing plant material, landscaping, lawns, roadways, pathways, structures, finishes and public utilities due to the work of this contract, will be restored to their original condition, replaced or adequate compensation made by the Contractor to the affected parties.
- 2.6.2 It is understood that restored or replaced work includes, labour, equipment and material costs.
- 2.6.3 The restored or replaced work shall be completed within 7 days of having been notified by the Engineer.

2.7 Boring, Adjustment and Sealing

- 2.7.1 Carry out work of boring, adjustment and sealing necessary so that the works are connected with precision and without extra spaces, so that they are ready for the execution of other works.
- 2.7.2 When the addition of new work involves modifications of an existing work, carry out work of boring, sealing and other repairs necessary to bring the existing work back to its former state.
- 2.7.3 Make borings so that the banks are clean, straight and smooth. Sealing should not be visible once the work is completed.

2.8 Site visit

- 2.8.1 Parties intending to submit tenders on the work must visit the site and obtain for themselves all information pertaining to existing conditions affecting the proper execution and completion of the work. The tender submission shall be deemed as proof that the tendered, and his sub trades, have complied with this requirement. Claims for additional compensation will not be considered for any items of labour, equipment or materials required to complete the work that could have been reasonably ascertained by a Site Examination.

2.9 Workmanship

- 2.9.1 It is a requirement of this contract that qualified tradesmen execute each types of work specified.
- 2.9.2 Example: Electrical contractor for electrical work, painter for painting, carpenter for carpentry work, etc.
- 2.9.3 Work unsatisfactorily completed by unqualified tradesmen will be redone and paid for by the Contractor.

2.10 Documents Required

- 2.10.1 Keep on job site a copy of each of the following documents:

- .1 Specifications.
- .2 Addenda.
- .3 Change orders.
- .4 Other modifications to contract.
- .5 Field test reports.
- .6 Manufacturer's installation, and application instructions.
- .7 Copy of current and approved work schedule.

2.11 Documents and Samples to be Submitted

- 2.11.1 Within a reasonable timeframe, and according to an predetermined order so as not to delay the work, present the documents and necessary samples for approbation by the Engineer. A delay in this respect does not constitute a sufficient reason to obtain a work extension, and no demand of this regard will be considered.
- 2.11.2 Work for which documents and samples are required should not be undertaken before these required elements have been checked and approved.
- 2.11.3 Submit 6 printed copies of the drawings prescribed in the technical sections of the estimate, and any others as reasonably required by the Engineer.
- 2.11.4 If no drawing is required because the manufacturer's standard is used, submit 6 copies of the charts or documentation of the manufacturer as prescribed in the technical sections of the estimate and required by the Engineer;
- 2.11.5 Submit the following documents and samples;
 - .1 Technical specifications of proposed temporary street light fixtures;
 - .2 Technical specifications of sandblasting procedures;
 - .3 Technical specifications of the coating application procedures;
 - .4 Color samples;
 - .5 Samples of coating finishes;
 - .6 Sample of identification plate;
 - .7 Maintenance Manual.

2.12 Work Schedule

- 2.12.1 Provide within 10 working days after Contract has been awarded, in a format deemed appropriate by the Engineer, a detailed work schedule, showing the anticipated progress of each project phase, and the final work completion deadline,

which should coincide with the time period specified in section 1.2.1.

- 2.12.2 Interim work progress reviews based on the work schedule will be conducted as deemed necessary by the Engineer, and the schedule updated by the Contractor to the Engineer's satisfaction.

2.13 Contractor's use of Site

- 2.13.1 Daily material stockpiling and parking of work equipment must be limited to the area immediately surrounding the projected works and to the areas specifically designated by the Engineer for that purpose. Material shall not be left on site overnight.
- 2.13.2 Any work on site that disrupts traffic flow must occur outside of peak hour traffic flow, generally meaning after 9:00 am and before 3:30 pm. Evening work will be permitted provided it is outlined in the work schedule and complies with municipal regulations.
- 2.13.3 Do not unreasonably encumber site with materials or equipment during construction.
- 2.13.4 Move stored products or equipment interfering with operations of N.C.C., other contractors, agencies or the general public.
- 2.13.5 Obtain and pay for use of additional storage or work areas needed for operations.
- 2.13.6 Where security is reduced by work, provide temporary means to maintain security of the area at all times.
- 2.13.7 Parking of non-construction related and personal vehicles will not be permitted in the work area, with the exception of the vehicles of the Contractor's supervisory personnel and the Engineer. These authorised vehicles are not to disrupt the flow of work.

2.14 Project Meetings

- 2.14.1 The Engineer will arrange project meetings, fix their date and time, and assume the responsibility of recording and distributing minutes.

2.15 Existing Services

- 2.15.1 Before commencing work, determine the location and extent of utility lines within the work area and notify the Engineer of findings.
- 2.15.2 Where unknown services are encountered, immediately advise the Engineer and confirm findings in writing.
- 2.15.3 Where work involves adjusting of existing services, carry out work as directed by the Engineer.
- 2.15.4 Make good and pay for damages to existing utility lines resulting from work.

2.16 Traffic Control (Vehicular and pedestrian)

- 2.16.1 Do not infringe on adjacent roads, recreational paths, sidewalks, ramps, loading zones or interfere with normal traffic flow in carrying out the work. If it is necessary to disrupt traffic or occupy those thoroughfares for purposes of unloading materials, etc., obtain permission from the Engineer and abide by his instructions regarding the manner, time and delays necessary to carry out these operations.

Install necessary barricades and bilingual traffic signs. Incidental costs conforming to these requirements will be paid by Contractor.

2.17 Informational and Warning Devices

- 2.17.1 Provide and maintain signs, flashing warning lights and other devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which requires road user response.
- 2.17.2 Supply and erect signs, delineators, barricades and miscellaneous warning devices as specified in MUTCD manual. All signs to be in both official languages (English first in Ontario/ French first in Québec).
- 2.17.3 Place signs and other devices in locations recommended in MUTCD manual.

2.18 Addenda

- 2.18.1 Any amendments to the specifications during the tender period will be communicated through addenda via BuyandSell.gc.ca . Such addenda is to be considered as, and read as part of the specifications and thereby included in the contract documents.

2.19 Contract Documents

- 2.19.1 Drawings and specifications are complementary. Items shown or mentioned in one and not in the other are deemed to be included in the contract work.
- 2.19.2 If the drawings and specifications differ, the Engineer shall give preference to the contract document that best insures the attainment of this contract's objectives.

2.20 Advertising

- 2.20.1 No advertising will be permitted on this project.

2.21 Record Drawings

- 2.21.1 As work progresses, maintain, accurate record to show deviations from contract documents.
- 2.21.2 Just prior to Engineer's inspection for issuance of final certificate of completion, supply one (1) set of prints on white paper with all major and minor deviations neatly inked in. The Engineer will provide two (2) sets of clean white prints for this purpose.

2.22 Guarantees and Warranties

- 2.22.1 Before completion of work, collect all manufacturer's guarantees and warranties, and transmit to the Engineer. See section 8.0 for Warranties.

2.23 Inspection/acceptance

- 2.23.1 The products rehabilitated by the Contractor shall be subject to inspection and acceptance by the NCC prior to installation. If any assemblies, parts or finishes are not acceptable to the NCC, it will be the Contractor's responsibility to correct the deficiencies to the NCC's satisfaction prior to installation on site. Payment for those items will be withheld until final acceptance by the NCC representative.

2.24 **Housekeeping**

- 2.24.1 Maintain all occupied site areas in a neat and orderly fashion, free from accumulation of debris for the duration of the project. Waste materials, rubbish and debris shall not be allowed to accumulate. Under no circumstances shall soil be tracked beyond the confines of the work area. There shall be no debris left or discarded in adjacent areas by the Contractor and/or his personnel, including but not limited to: roadways, parking areas, common or public areas and public property. Construction supplies, tools and equipment are to be organized and stored so as to maintain a safe and visually acceptable work site. The Contractor is to have on site only materials and equipment necessary to perform the work.

2.25 **Environmental Controls**

- 2.25.1 Conduct all activities in an environmentally responsible manner, in compliance with all references and codes and meet current industry standards in such a manner as to reasonably minimize impact upon the environment.
- 2.25.2 The Contractor shall be responsible for cooperating with the Engineer and other project personnel to ensure that all site activities comply with the provisions of the Specifications.
- 2.25.3 The Contractor shall also cooperate with the Engineer's staff in obtaining bulk samples and field testing for contaminants.
- 2.25.4 Oil, grease, gasoline, diesel and other potential hazardous materials shall be stored in a manner acceptable to the Engineer and in compliance with the Ontario Environmental Protection Act and the Canadian Environmental Protection Act.
- 2.25.5 All liquid industrial wastes, including waste oil and fuel, shall be registered with the ministry of the Environment by the Contractor, as necessary, under Ontario regulation 558/00 and transported by a licensed waste carrier to a waste disposal site certified to accept such wastes.
- 2.25.6 The Contractor shall provide the Engineer for review a written procedure, including location map and spill prevention and response, for on-site equipment re-fuelling and maintenance.

2.26 **Emergency Spill**

- 2.26.1 All spill should be dealt with the following manner:
- .1 In accordance with the Ontario Environmental Protection Act and the Canadian Environmental Protection Act
 - .2 The responsible party shall clean up the spill immediately using all resources required to bring the site back to pre-spill conditions.
 - .3 the Contractor shall submit to the Engineer for this approval a Spill or Emergency Control Plan within 7 days of the contract award date. No work

shall proceed until the Engineer has provided written approval to the Contractor.

- .4 The Contractor shall have cleanup materials on site to deal with all types of predicted spills.
 - .5 Notification, as required by the Ontario Environmental Protection Act and the Canadian Environmental Protection Act and to the Engineer.
- 2.26.2 The Contractor shall have a written procedure for responding to an emergency spill within the work area, the fuelling pad on adjacent property, on public roadways and in public areas. The procedure shall comply with existing regulatory requirements and specifications and shall address the need for immediate control and containment of the spilled product, as well as cleanup of all affected areas and monitoring for remnant contaminants. The procedure shall provide specific details for personnel training and protection, controlling entry into sewer systems, cleanup and verification (by the Engineer) of decontamination of affected areas, reporting and documentation.
- 2.26.3 The Contractor shall have suitable materials (e.g., sawdust, wood chips, absorbents, brooms, etc.) available for the cleanup of fuel spills. Any spillage of oil, grease, gasoline, diesel or other hazardous material shall be controlled by the Contractor, as required under the Canadian Environmental Protection Act, the Ontario Environmental Protection Act and reported immediately to the Engineer

2.27 **Project Close-out**

- 2.27.1 When the work is substantially performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining work.
- 2.27.2 Collect reviewed submittals, assemble documents executed by subcontractors, suppliers and manufacturers, and submit this material to the Engineer.
- 2.27.3 Carefully inspect the work to ensure it is complete, that major and minor construction deficiencies and defects are corrected, and that the site is clean and in a suitable condition. Notify the Engineer in writing of satisfactory completion of the work and request an inspection. Cooperate with the Engineer during the inspection and correct deficiencies

2.28 **Maintenance Manual**

- 2.28.1 Provide a Maintenance Manual to the Engineer including shop drawings, warranties confirmations, electrical maintenance instructions and manufacturer's maintenance instructions and procedures for on-site touch-up painting repairs as per Section 5.3.

3.0 **HEALTH & SAFETY**

3.1 **References**

- 3.1.1

- NBC Part 8
- Canada Labour Code, Canada Occupational Safety and Health Regulations
- Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. (1990)
- CSA S350-(M1980), Code of Practice for Safety in Demolition of Structures

3.2 Compliance Requirements

3.2.1 Applicable legislation, regulations

- NBC Part 8, WHMIS, FC 301, FC 302
- Canada Labour Code, Canada Occupational Safety and Health Regulations
- Work in Ontario: Ontario Health and Safety Act
- Specified standards and regulations to ensure safe operations at site containing hazardous or toxic materials
- Worker's Compensation Act of the Province of the Work
- Any other acts and regulations that may be applicable to the workplace and construction site

3.2.2 Document postings and availability

- Comply with provincial general posting requirements and other safety-related postings as the NCC Engineer may direct
- Maintain one copy of each applicable health and safety standard at the work site.

3.2.3 Hazardous Materials, Designated Substances, Volatile Compounds

- Notify Engineer 48 hours in advance of work in occupied areas involved hazardous materials, designated substances or volatile compounds
- Refer to Environmental Requirements Section of these specifications

3.2.4 Responsibilities

- Contractor is responsible for safety of persons and property on site and for protection of persons off site and environment to extent that they may be affected by conduct of work activities of this contract.
- Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial and local statutes, regulations and ordinances and with site-specific Health and Safety Plan.
- Assign responsibility and obligation to Health and Safety Coordinator to stop or start work of this contract when, at Health and Safety Coordinator's discretion, it is necessary or advisable for reasons of health or safety.
- NCC Engineer may also stop work of this contract for health and safety considerations.

3.3 General Requirements

3.3.1 Health and Safety Plan

- .1 Submit for approval a site-specific safety program and plan prior to Contract award.
- .2 NCC Engineer will review H&S Plan and provide comments to Contractor.
- .3 Revise H&S Plan as appropriate and resubmit to NCC Engineer for review and acceptance.

- .4 H&S plan shall include site-specific hazard assessment of construction activities including risks identified in the Environmental Assessment/Screening and health & safety risk and hazard analysis for site tasks and operations.
 - .5 Identify Health and Safety Coordinator responsible for implementation of Health and Safety Plan during implementation of work activities of this contract.
- 3.3.2 Site Contingency and Emergency Response Plan
- .1 Submit Site Contingency and Emergency Response Plan prior to Contract award.
 - .2 SCER Plan shall make provisions for potential safety incidents and take into consideration Environmental Impact Assessment/Screening prepared specifically for the project.
 - .3 Emergency Response Plan shall address standard operating procedures to be implemented during emergency situations.
 - .4 Identify emergency contact numbers in sequence of priority, including Owner contact numbers.
- 3.3.3 Site Safety Preparation and Monitoring
- .1 Construction safety inspections shall be performed on regular, minimum weekly basis on site. Prepare brief report/summary of on-site inspections identifying areas of non-compliance. Ensure immediate follow-up and corrective action. Submit sample construction safety checklist prior to start of construction activities.
 - .2 Include Site Safety as separate Agenda item to be reviewed and provide updates at all scheduled site meetings w/ the Owner, Consultants, Contractor and Sub-contractors.
 - .3 Have available on-site file of all construction safety reviews performed during implementation for review and reference.
 - .4 Have copy of Occupational Health and Safety Manual posted on-site.
 - .5 File required health and safety notices with Provincial authorities prior to commencement of work.
 - .6 Prepare and keep on file on site incident and accident reports for work of this contract.
 - .7 Submit for review to NCC Engineer MSDS information of products and materials utilised on site. Refer to Environmental Requirements Section of these specifications. Maintain copy of MSDS information sheets on file and available on site.
 - .8 Ensure adequate operating permits and licences are up to date for the operation of machinery, vehicles and equipment for work of this contract.
 - .9 Review on a daily basis and ensure tools, equipment and machinery utilised on site are in good working condition and properly operated.

3.4 Site Safety Review, Training and Orientation

- 3.4.1 Training: Ensure that all persons entering the work areas for implementation of the work of this contract (incl. deliveries, testing, supervision, etc...) have received adequate safety and training for performance of their activities.

3.5 Non-compliance

- 3.5.1 Immediately address and take corrective actions of health and safety non-compliance issued identified upon site reviews, by regulating authorities, NCC Engineer or others.
- 3.5.2 Provide written record of corrective action taken and completion.
- 3.5.3 NCC Engineer may stop work if non-compliance of health and safety regulations is not corrected.

3.6 Site Protection

- 3.6.1 Site Demarcation: Clearly demarcate work areas on the site from adjacent public, private spaces.
 - Ensure adequate signage for safe exiting routes within work area throughout implementation of work of this contract.
 - Modify in co-ordination with progress of work activities.
 - Ensure on daily basis that signed exiting routes are accessible.
- 3.6.2 Vehicular Traffic Flow:
 - Provide and maintain safe vehicle circulation on the site, including access and exit to and from the site in conjunction w/ public and pedestrian traffic in and around the site.
 - Maintain access to property including overhead clearances for use by emergency response vehicles. Ensure that work of this contract is not jeopardizing same access to adjacent buildings or properties.

4.0 PAY ITEM DESCRIPTION

- 4.1 This is a **unit price contract** to be paid based on measured quantities for each item listed in the Detailed Unit Price Table 2.2 of the bid form.

5.0 SURFACE PREPARATION & PAINTING

5.1 Surface Preparation

- 5.1.1 All parts and assemblies, steel or aluminum, shall be brush-off blast cleaned according to SSPC-SP10 (NACE NO.2) commercial blast cleaning as a minimal unless otherwise noted or requested by the paint supplier.
- 5.1.2 All parts and assemblies surfaces to be washed, rinsed and pre-treated with a ZINC PHOSPHATE coating applied by spray as per industry standards within four (4) hours of blast cleaning.
- 5.1.3 Final coating system application must meet the following performance specification. See section 8.0 for additional Warranties requirements.

Salt spray	1500 hours	ASTM B-117
Humidity resistance	1500 hours	ASTM D-2247

Adherence		ASTM D-3359-4B
Hardness		ASTM D-3363- 2H
Impact	Direct 160 in.-lb	ASTM D-2794
Colour retention		ASTM D-2244

5.1.4 References

- .1 SSPC-Steel Structures Painting Council.
- .2 NACE-National Association of Corrosion Engineers.

5.2 Coating System Specifications

- 5.2.1 Provide color samples on metal to the Engineer for approval prior to any painting.
- 5.2.2 Any recommended equivalent coating systems must be submitted to the Engineer for approval prior to tender closing.
- 5.2.3 The following coating system specifications have been developed for the Confederation Boulevard light fixtures. All surfaces shall be painted using the following Sico coating system specifications.

Low cure two coat liquid system with clear coat

- (a) Sico epoxy 577-634 with Sico hardener 576-087 epoxy primer applied at 4.0 to 6.0 mils dry film thickness.
- (b) Acrythane 585 with Sico hardener 581-044 acrylic urethane enamel topcoat applied at 1.5-2.0 mils dry film thickness.
Product codes as follows:
NCC Green – RLD12533
NCC Cool Grey – RLD12534
NCC Dark Grey – RLD12516
NCC Metallic Bronze – RLD12478 40 degrees
Gold color for maple leaves- TBD with paint supplier
- (c) Acrythane Transpo 587-005 Clear coat with Sico hardener 581-044 applied at 1.5-2.0 mils dry film thickness. **NOTE: Shrouds should NOT be clear coated.**

The liquid coatings selected for this system, are two component materials and can be cured at ambient temperature or forced cured at temperatures of 38° - 60°C (100-140°F).

- 5.2.4 The coating system applied as part of this contract will have to be endorsed in writing by the paint Manufacturer prior to any painting.
- 5.2.5 An audit of the painting application process will have be provided to the Engineer before installation on site which must confirm that the coating system was applied to the Manufacturer's satisfaction.

5.3 Touch-up Paint Kit & Maintenance Manual

- 5.3.1 Provide to the Engineer a complete sample touch up paint kit for on-site repairs for each of the four (4) colors. All painted surfaces must be repairable on site using a hand held spray bomb.
- 5.3.2 Provide a Maintenance Manual to the Engineer including shop drawings, warranties confirmations, electrical maintenance instructions and manufacturer's maintenance instructions and procedures for on-site touch-up painting repairs.

6.0 PARTS AND ASSEMBLIES

6.1 Parts to be Provided by Contractor

List of new parts to be provided by the Contractor as part of this contract:

- Temporary street light fixture to replace the first series of (approx. 5 to 10) SL/SPL
- Light bulbs (LED and Metal Halide)
- New replacement stainless steel hardware

6.2 Parts to be supplied by the NCC

List of new parts to be provided by the NCC as part of this contract:

- Banner tie-downs (Assuming some of the existing tie-downs are beyond repair)
- 550mm (22") acrylic globes (with new rotomatic collar) for street lighting

6.3 Spare Parts

The NCC has a small inventory of spare parts that can be used to replace parts that are beyond repair. When replacement parts are supplied by NCC, the refurbishment cost for that item shall be credited to the NCC.

Should new replacement parts need to be purchased, these parts would be supplied by the NCC unless otherwise instructed by the Engineer.

6.4 Steel Poles Refurbishment

- 6.4.1 Poles of SL and SPL street lights are made of steel and are to be finished in high gloss NCC METALLIC BRONZE with clear top coat. See section 5.2.3.
- 6.4.2 Poles of PL pedestrian lights are made of aluminum and are to be finished in high gloss NCC METALLIC BRONZE with clear top coat. See section 5.2.3.
- 6.4.3 Provide identification plate according to clause 6.6.3.1.
- 6.4.4 Inspect pole for stress cracks, rusting, deterioration or other damages and report any structural problems to Engineer prior to proceeding with surface rehabilitation. Structural repairs may be undertaken as additional work following pre-established specifications. No structural repairs are to be undertaken unless authorized by the Engineer.

6.5 Installation of Light Standards

- 6.5.1 The base plate shall bear directly on the four (4) specified anchor bolts with four leveling nuts c/w flat washers. Pole shall be fixed with eight (8) hex nuts c/w flat washers. Ensure minimal clearance at base for aeration.

6.6 Identification of light Standard Poles

- 6.6.1 Each light standard shall have an identification marking on a corrosion-resistant metal plate securely attached to the bottom of the pole.
- 6.6.2 Identification shall be legible and located so as to be visible to service personnel, but not visible from viewing angles when lamps are in place.
- 6.6.3 Identification plate
- .1 Each rehabilitated light standard shall have new identification on a corrosion-resistant plate to a scale shown below securely attached to the surface of the pole 50 mm below the hand-hole. It shall show, the title “**2nd generation NCC/CB light**” followed by the installation drawing number of the particular type i.e. “**IS 0129A**”. The tag will also show as secondary information on the plate the contractor's name, the date of the refurbishment work, electrical specifications, pole type and any other necessary information. A prototype shall be presented for review and approval.

2nd generation NCC/CB light
dwg. #IS 0129A

Contractor's name

DATE: January...

TYPE: SL

electrical: 120V, 175W-MH

6.7 Long and Short Arms & Green Rings at Pole Junction

- 6.7.1 Long and short arms are made of aluminum and are to be finished in high gloss NCC COOL GREY except for rings. Rings are also made of aluminum and are to be finished in high gloss NCC GREEN. All parts to be finished with clear coat.
- 6.7.2 Small rings and caps at the end of the arms can be very difficult to remove. Care shall be taken during removal. No replacements are available.
- 6.7.2 Provide new gasket for access hole plate in long arms.

6.8 Base Shrouds and Green Rings (NOTE: *SL/SPL and PL poles are built differently*)

- 6.8.1 Shrouds and green rings of PL poles are an integral part of the light fixture and come apart as one piece, while shrouds and green rings of SL/SPL poles are separate parts that come in two half pieces. Shrouds are made of aluminum and are to be finished in high gloss NCC DARK GREY. No clear coat is to be applied to the shrouds, because they

will have to be touched-up or repainted on a regular basis after installation due to snow plows damages.

- 6.8.2 Rings are made of aluminum and are to be finished in high gloss NCC GREEN.

6.9 Fixtures & Globes for Pedestrian Level Lighting (globes of 350mm)

- 6.9.1 Refurbish 350mm fixtures as specified. Completely disassemble existing fixtures, repaint and reassemble. Fixtures are made of aluminum and are to be finished in high gloss NCC COOL GREY except for rings which are to be finished in high gloss NCC GREEN.
- 6.9.2 Remove and refurbish existing aluminum globe collars and re-install on existing globes. Collars/rotomatics to be finished in high gloss NCC COOL GREY.
- 6.9.3 Pressure wash existing globes, both inside and outside, before re-installing.

6.10 Fixtures & Globes for Street Level Lighting (globes of 550mm)

- 6.10.1 Refurbish 550mm fixtures as specified. Completely disassemble existing fixtures, repaint and reassemble. Fixtures are made of aluminum and are to be finished in high gloss NCC COOL GREY except for rings.
- 6.10.2 New globes supplied by the NCC will come with new “rotomatic” collars that fit (twist and turn) into the fixture collar.

6.11 Saddle Covers & Rings with Banner Tie-downs for SL

- 6.11.1 Remove and refurbish saddle covers, rings & banner tie-downs. If banner tie-downs are beyond repair, install new banner tie-downs to be supplied by the NCC.
- 6.11.2 Hardware must be fastened so that it will not come loose as a result of motion of the flag or banner.
- 6.11.3 Saddle covers are made of aluminum and are to be finished in high gloss NCC COOL GREY.
- 6.11.4 Banner tie-downs are made of steel and are to be finished in high gloss NCC COOL GREY. Stainless eye hooks are to be replaced if not repairable.
- 6.11.5 Rings are made of aluminum and are to be finished in high gloss NCC GREEN.

6.12 Banner Tie-downs for SPL

- 6.12.1 Banner tie-downs are made of steel and are to be finished in high gloss NCC COOL GREY. If banner tie-downs are beyond repair, install new banner tie-downs to be supplied by the NCC. Stainless eye hooks are to be replaced if not repairable.

6.13 Spire Assembly and Maple Leafs

- 6.13.1 Spire are made of aluminum and are to be finished in high gloss NCC GREEN. Provide new fasteners according to Section 6.14.
- 6.13.3 Maple leafs at the top of the spire are made of gold-plated bronze and are to be sandblasted and painted in high gloss GOLD (paint color code still to be determined). Maple leafs comes with a built-in screw bolt.

6.14 Banner Brackets

- 6.14.1 Banner brackets are made of aluminum and are to be finished in high gloss NCC COOL GREY.
- 6.14.2 Banner brackets must be installed with the slot sitting on the pin extending from the pole to prevent from turning. Brackets have a neoprene gasket to prevent damages to the pole. Replace existing gaskets if required.

6.15 Fasteners/inserts

- 6.15.1 Remove existing fasteners and install suitable threaded stainless steel inserts.
- 6.15.2 Replace all fasteners showing any degree of wear, rust or deformation.
- 6.15.3 All holes must be free from paint or contaminants that will impede the installation of threaded fasteners.
- 6.15.4 Loc-tite should be used for the installation of all threaded inserts. Anti-seize compound should be used on all fasteners.
- 6.15.5 All fasteners must be stainless steel, hex socket type.

7.0 ELECTRICAL WORK

7.1 Wiring/Connectors Inspection

- 7.1.1 Inspect all wiring and connectors for deterioration, imperfections or wear and submit report and recommendations to the NCC. Should existing wiring or connectors be at the end of their life cycle, the NCC may consider the replacement of parts through Change Order. A certified electrician shall conduct all necessary inspections.
- 7.1.2 Internal wiring will have to be removed, properly labelled and stored and re-installed after lights have been refurbished.
- 7.1.3 All electrical details are to be in accordance with Ontario electrical codes and regulations.

7.2 Light bulbs

- 7.2.1 Provide spec sheets of new light bulbs for NCC approval prior to purchase.

- 7.2.2 For the street lighting fixtures (550mm globes) provide mogal base, 175watt MH, coated, 3700°K or 4000K, base up, HID light bulbs.
- 7.2.3 For the pedestrian lighting fixtures (350mm globes) provide 7 watt LED, 3700°K or 4000K with integral electronic ballast.

7.3 Ballasts for SPL & SL Poles

- 7.3.1 Inspect all ballasts for deterioration, imperfections or wear and submit report and recommendations to the NCC. Should existing ballasts be at the end of their life cycle, the NCC may consider the replacement of certain ballasts through Change Order. A certified electrician shall conduct all necessary inspections.
- 7.3.2 Ballasts will have to be removed, properly labelled and stored and re-installed after lights have been refurbished.

7.4 Fuses

- 7.4.1 Provide necessary fuses as per the existing installation. Existing fuses may be reused.

7.5 Electrical receptacles (located in the short arms of SPL and PL fixtures)

- 7.5.1 Electrical receptacle and cover will be finished in high gloss NCC COOL GREY.

7.6 Photocells

- 7.6.1 Inspect photocells for deterioration, imperfections or wear and submit report and recommendations to the NCC. Should existing photocells be at the end of their life cycle, the NCC may consider the replacement of certain photocells through Change Order. A certified electrician shall conduct all necessary inspections.

8.0 WARRANTIES

- 8.1 The Contractor shall provide in writing an extended warranty of 5 years on all finishes in accordance with the following requirements (see table below). This warranty will take effect following the installation date of each fixture. It is the contractor’s responsibility to record the installation date of each fixture and to submit a reference log to the NCC at the end of the contract. Should the installation date not be properly recorded, or in the case of any disputes on the warranty start date, the date of the contract’s Certificate of Final Completion will be assigned as start date.

Characteristic Covered	Warranty on finishes				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Colour retention	100%	100%	90%	70%	60%
Gloss retention	100%	100%	90%	70%	60%
Corrosion resistance	100%	100%	100%	90%	80%
Adherence	100%	100%	100%	80%	70%

8.2 Final coating system application must meet the following performance specification.

Salt spray	1500 hours	ASTM B-117
Humidity resistance	1500 hours	ASTM D-2247
Adherence		ASTM D-3359-4B
Hardness		ASTM D-3363- 2H
Impact	Direct 160 in.-lb	ASTM D-2794
Color retention		ASTM D-2244

8.3 The Contractor shall provide in writing a warranty of 1 year on new materials and overall assembly and workmanship including electrical work.

8.4 The Contractor shall be responsible for damage incurred to the fixtures during removal and/or installation. Damage incurred as result of vandalism or other activities such as maintenance or snow & ice control will remain the responsibility of the NCC.

9.0 APPENDIXES

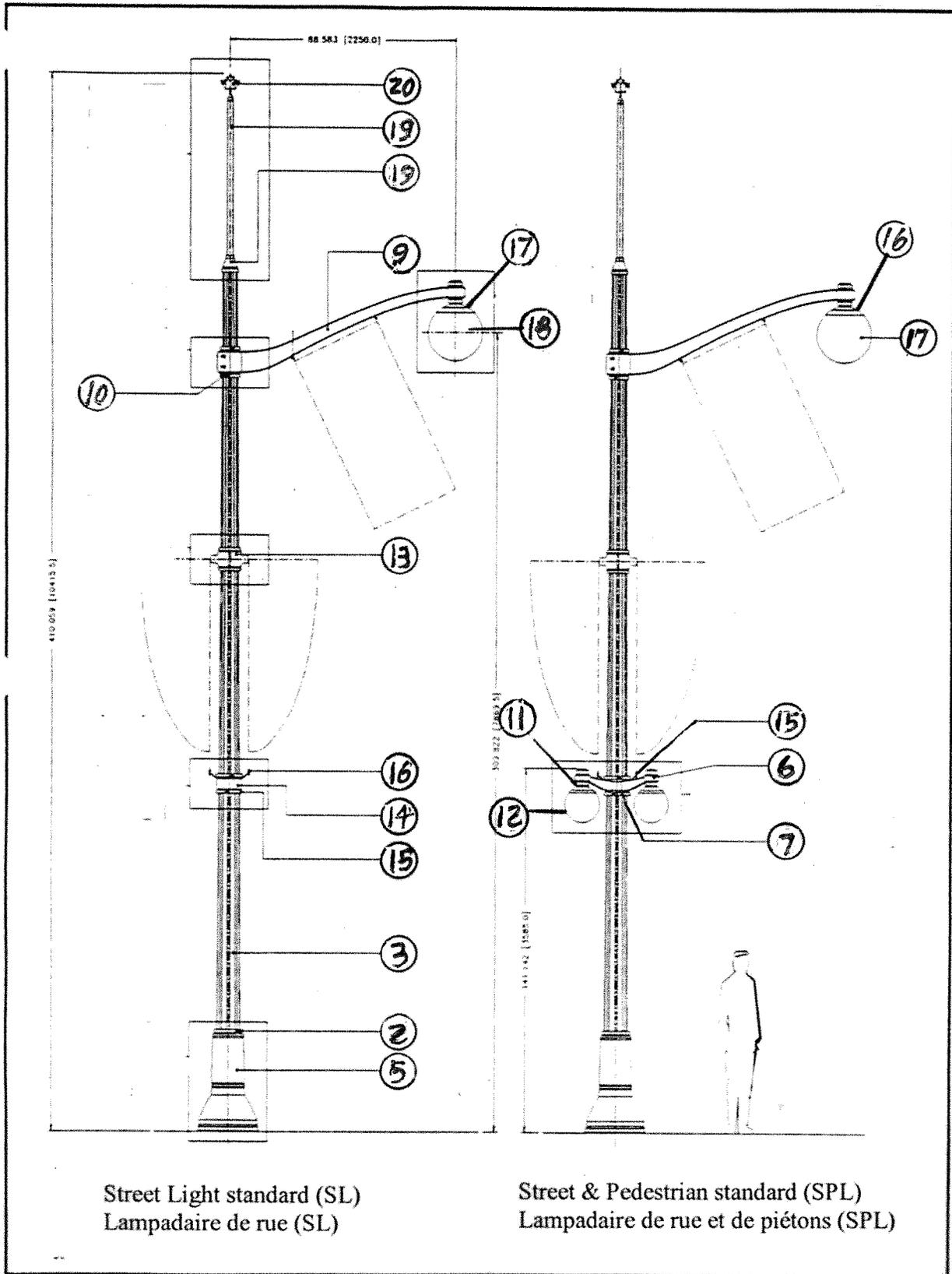
Appendix A : Light Fixtures Parts Reference Drawings (2 dwgs)

Appendix B : Location plans of Confederation Boulevard Wellington Street Light Standards to be rehabilitated (3 dwgs)

Appendix C : Drawings of Confederation Boulevard family of lighting fixtures.

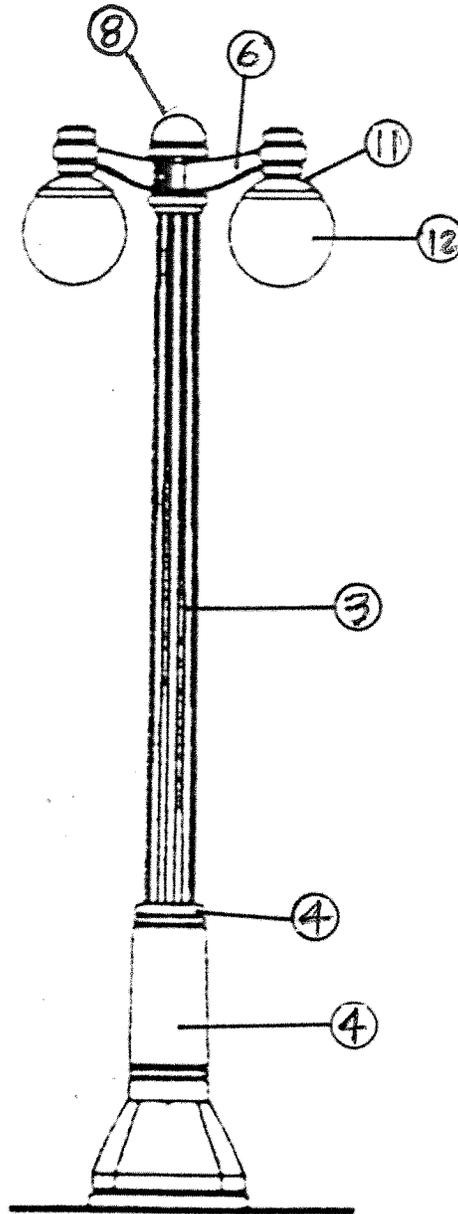
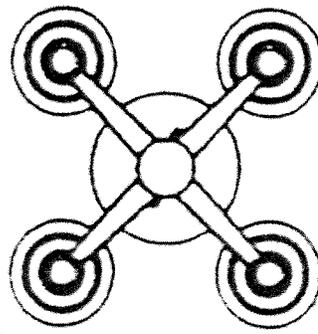
Appendix D : Detailed Unit Price Table

Appendix E : Qualification



NOTE : Numbers refer to line items from Unit Price Cost Table 2,1

NOTE: Les numéros réfèrent aux items du tableau de ventilations des coûts unitaires 2,1

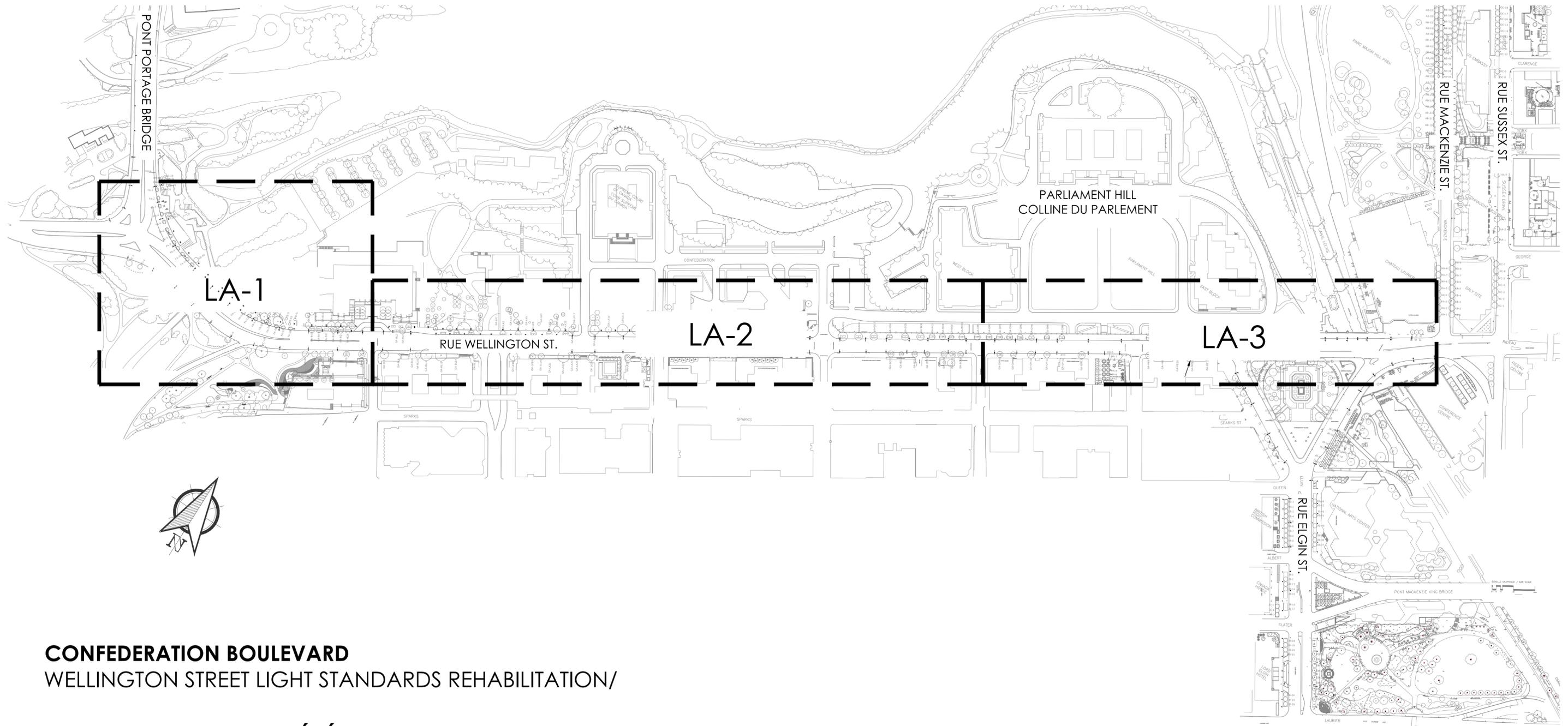


PL

Pedestrian Light standard (PL)
Lampadaire de piétons (PL)

NOTE : Numbers refer to line items from Unit Price Cost Table 2.1

NOTE: Les numéros réfèrent aux items du tableau de ventilations des coûts unitaires 2.1



CONFEDERATION BOULEVARD
 WELLINGTON STREET LIGHT STANDARDS REHABILITATION/

BOULEVARD DE LA CONFÉDÉRATION
 PROJET DE RÉHABILITATION DES LAMPADAIRES DE LA RUE WELLINGTON

ISSUE FOR TENDER (MAY 2016) /
 ÉMIS POUR APPEL D'OFFRES (MAI 2016)
 DC-4805-19





LEGEND / LÉGENDE

- = SL
- = SPL
- = PL
- = PL/2

NOTE:
 • All indicated street light to be rehabilitated as per specifications/
 • Rénover tous les lampadaires tels qu'identifiés selon les devis

issued or revised
émis ou révisé

no.	description	date
1	ISSUE FOR TENDER	2016-05-05

project
projet

CONFEDERATION BOULEVARD
WELLINGTON STREET LIGHT STANDARDS
REHABILITATION/
BOULEVARD DE LA CONFÉDÉRATION
PROJET DE RÉHABILITATION DES
LAMPADAIRES DE LA RUE WELLINGTON

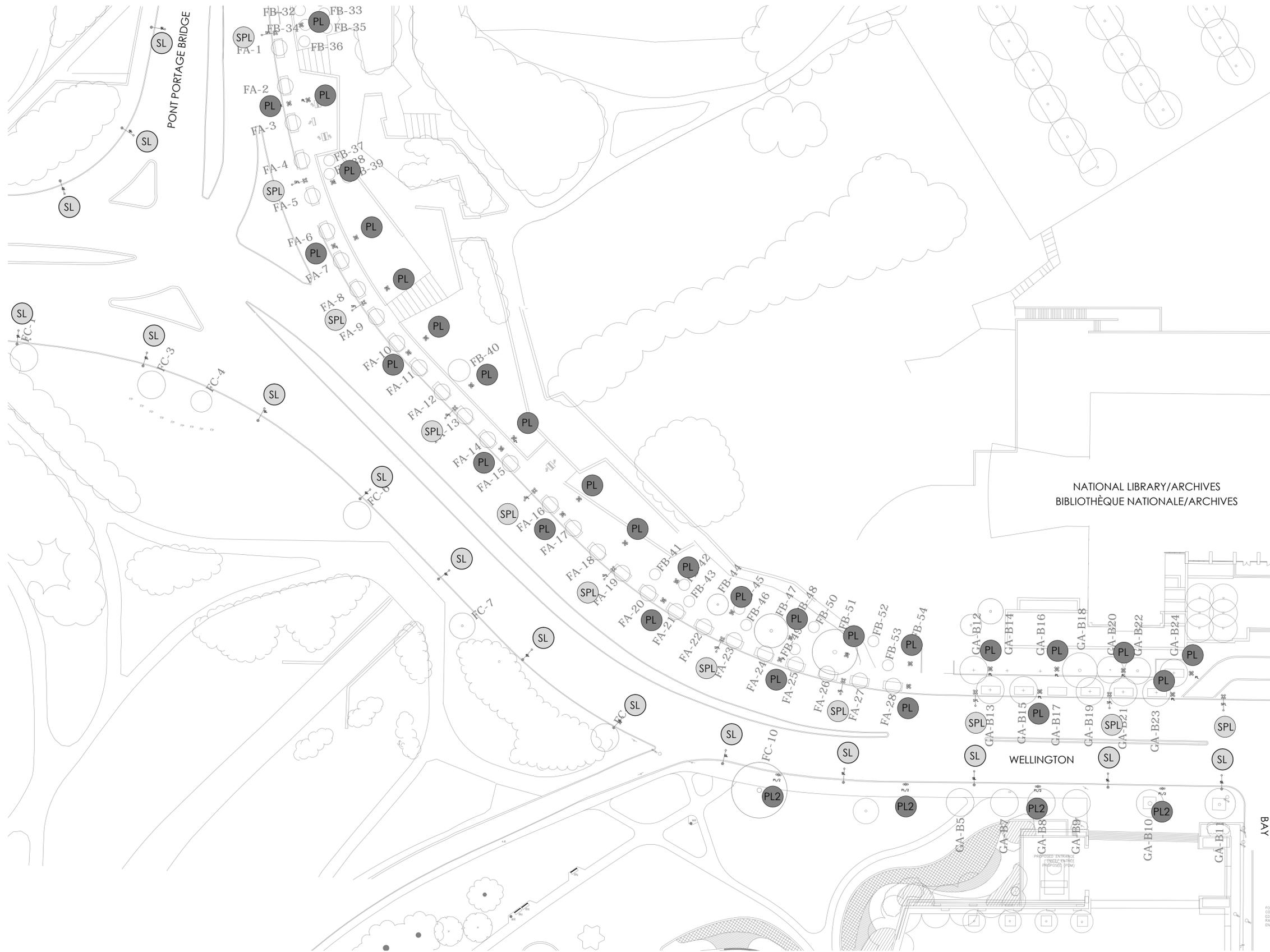
drawing
dessin

PORTAGE BRIDGE TO BAY STREET /
PONT PORTAGE À LA RUE BAY

approved by
approuvé par R. DAIGNEAULT
designed by
conçu par R. DAIGNEAULT
drawn by
dessiné par S. DEGUIRE

date 13-07-15 scale 1:500
no. du projet de la CCN sheet no. de la feuille

DC-4805-19 LA-1





LEGEND/ LÉGENDE

- = SL
- = SPL
- = PL
- = PL/2

NOTE:
 • All indicated street light to be rehabilitated as per specifications/
 • Rénover tous les lampadaires tels qu'identifiés selon les devis

issued or revised / émis ou révisé		
no.	description	date
1	ISSUE FOR TENDER	2016-05-05

CONFEDERATION BOULEVARD
WELLINGTON STREET LIGHT STANDARDS REHABILITATION/

BOULEVARD DE LA CONFÉDÉRATION
PROJET DE RÉHABILITATION DES LAMPADAIRES DE LA RUE WELLINGTON

drawing / dessin

BAY STREET TO O'CONNOR STREET/
RUE BAY À LA RUE O'CONNOR

approved by / approuvé par R. DAIGNEAULT

designed by / conçu par R. DAIGNEAULT

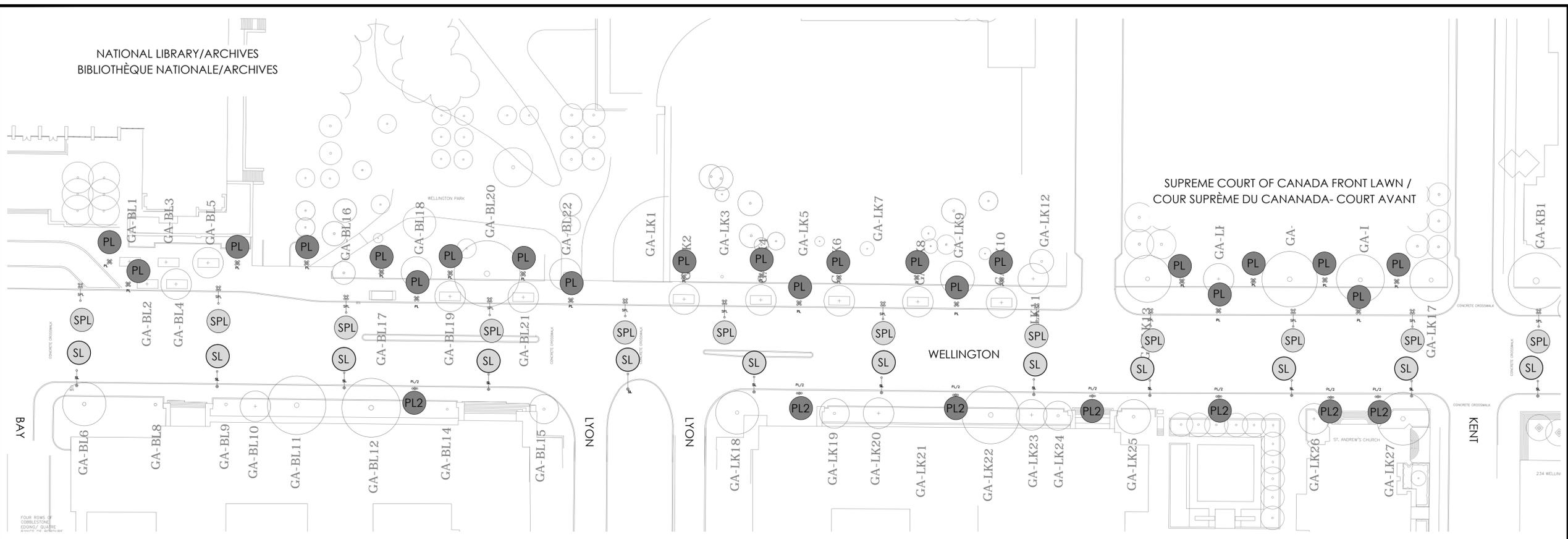
drawn by / dessiné par S. DEGUIRE

date 13-07-15 scale / échelle 1:500

NCC project no. / sheet no. / du projet de la CCN / no. de la feuille

DC-4805-19

LA-2



1 BAY TO KENT
LA-2 Rue Bay à rue Kent



2 KENT TO O'CONNOR
LA-2 Rue Kent à rue O'connor

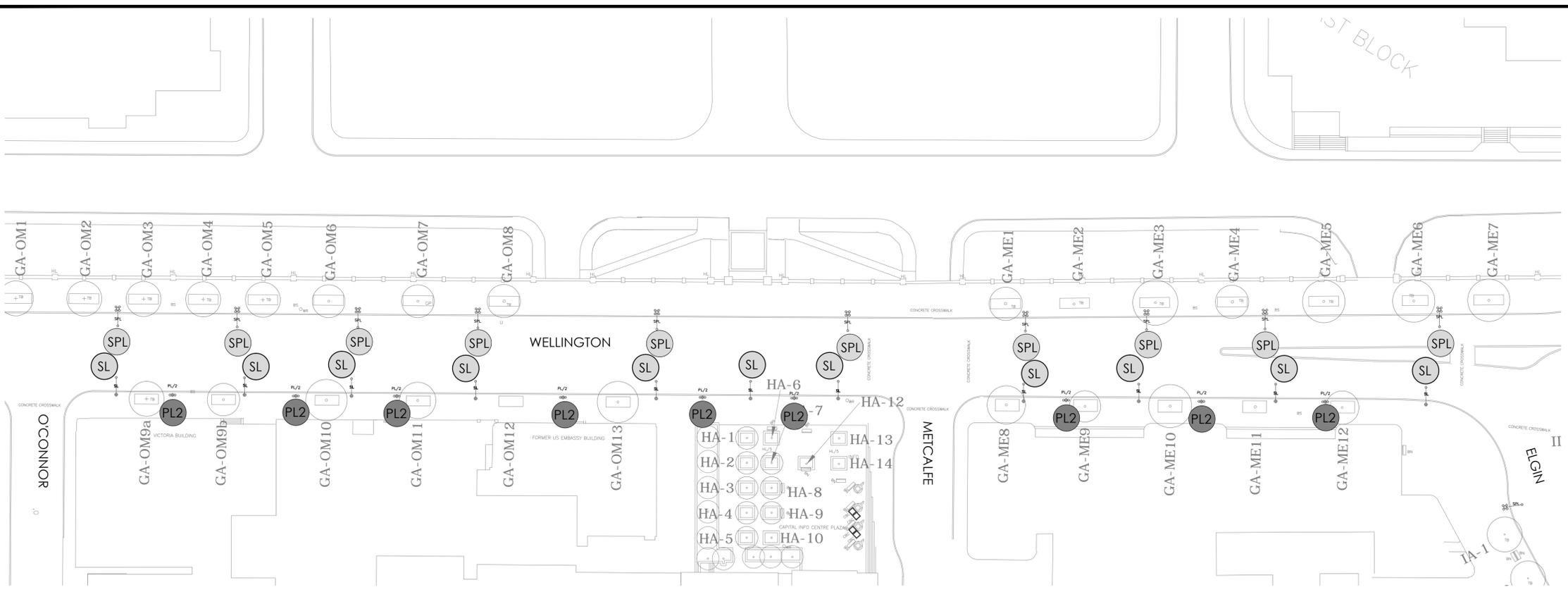
NORTH / NORD



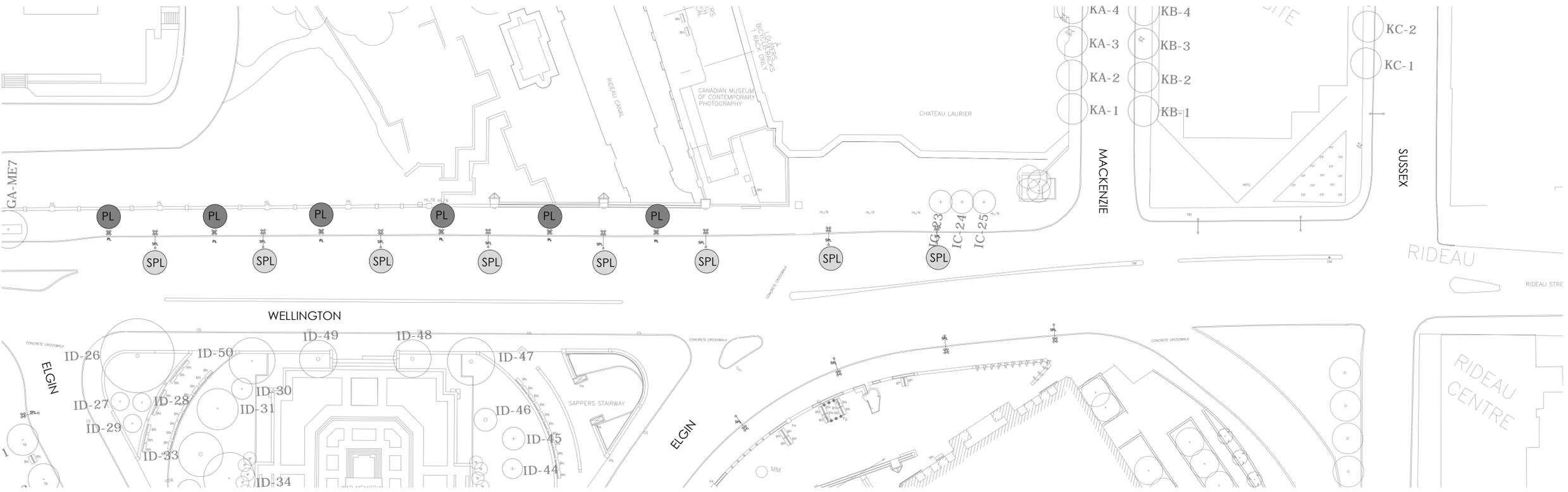
LEGEND/ LÉGENDE

- = SL
- = SPL
- = PL
- = PL/2

NOTE:
 • All indicated street light to be rehabilitated as per specifications/
 • Rénover tous les lampadaires tels qu'identifiés selon les devis



1 O'CONNOR TO ELGIN
 LA-3 Rue O'Connor à Rue Elgin



2 ELGIN TO MACKENZIE
 LA-3 Rue Elgin à rue Mackenzie

issued or revised / émis ou révisé		
no.	description	date
1	ISSUE FOR TENDER	2016-05-05

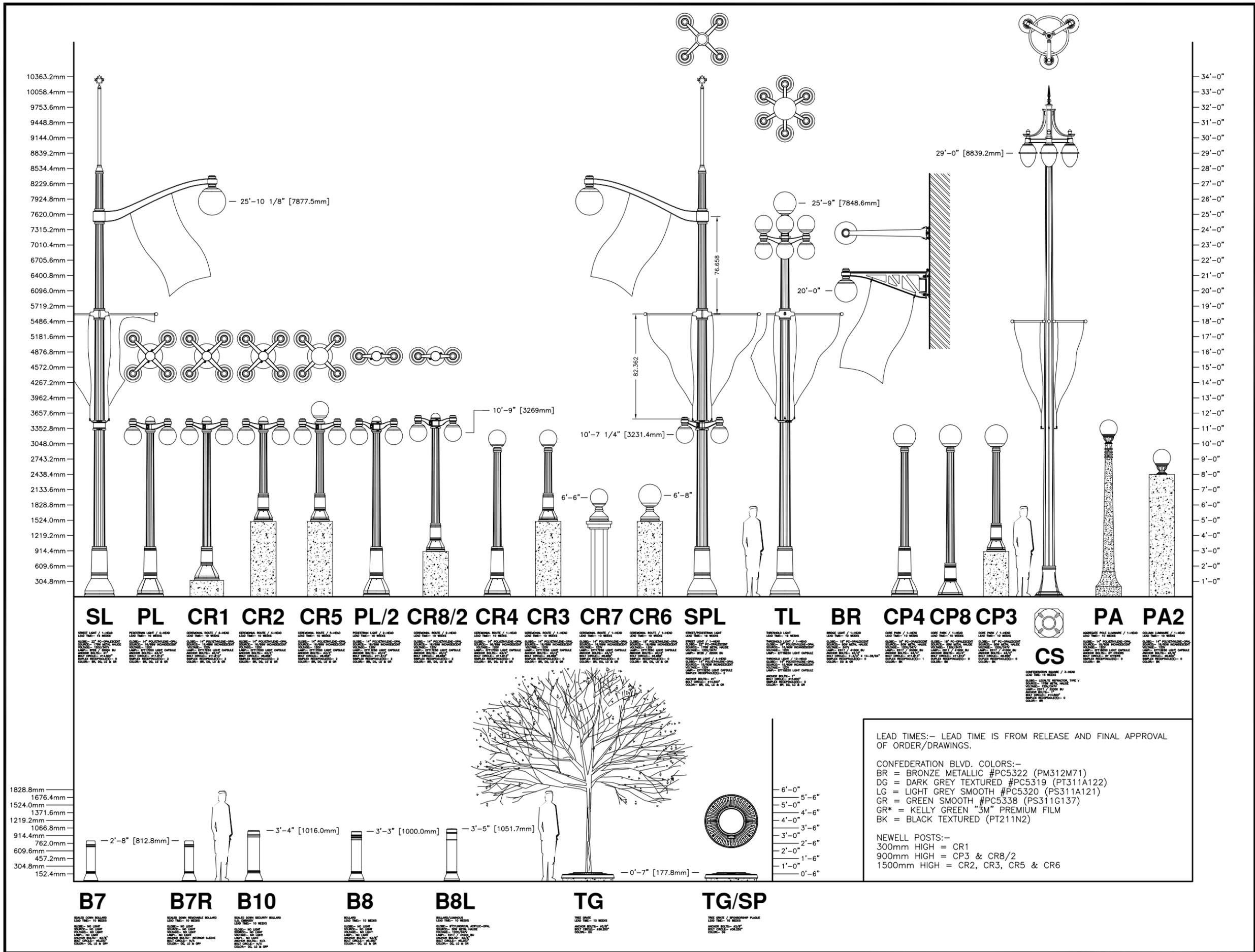
CONFEDERATION BOULEVARD
 WELLINGTON STREET LIGHT STANDARDS
 REHABILITATION/

BOULEVARD DE LA CONFÉDÉRATION
 PROJET DE RÉHABILITATION DES
 LAMPADAIRES DE LA RUE WELLINGTON

drawing / dessin

O'CONNOR STREET TO ELGIN
 STREET EAST/
 RUE BAY À LA RUE ELGIN EST

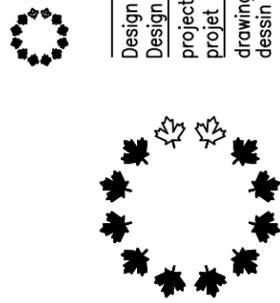
approved by / approuvé par R. DAIGNEAULT
 designed by / conçu par R. DAIGNEAULT
 drawn by / dessiné par S. DEGUIRE
 date 13-07-15 scale / échelle 1:500
 NCC project no. / sheet no. DC-4805-19 / no. de la feuille



LEAD TIMES:- LEAD TIME IS FROM RELEASE AND FINAL APPROVAL OF ORDER/DRAWINGS.

CONFEDERATION BLVD. COLORS:-
 BR = BRONZE METALLIC #PC5322 (PM312M71)
 DG = DARK GREY TEXTURED #PC5319 (PT311A122)
 LG = LIGHT GREY SMOOTH #PC5320 (PS311A121)
 GR = GREEN SMOOTH #PC5338 (PS311G137)
 GR* = KELLY GREEN "3M" PREMIUM FILM
 BK = BLACK TEXTURED (PT211N2)

NEWELL POSTS:-
 300mm HIGH = CR1
 900mm HIGH = CP3 & CR8/2
 1500mm HIGH = CR2, CR3, CR5 & CR6



Confederation Boulevard Wellington Street Light Fixtures Rehabilitation

2.1 Detailed Unit Price Table APPENDIX D

	Light Fixture types	SPL	SL	PL2 (2 globes)	PL (4 globes)
	Quantities	53	45	30	71
		Unit Price	Unit Price	Unit Price	Unit Price
1	Removal & re-installation of fixtures incl. transportation to/from site	\$ -	\$ -	\$ -	\$ -
2	Dismantling & overall re-assembly	\$ -	\$ -	\$ -	\$ -
3	Removal and re-installation of ballasts and internal wiring	\$	\$	\$	\$
4	Removal and re-installation of banners & banner arms (April to October period onl	\$	\$	N/A	N/A
5	Inspection, Condition Reports and Identification of Possible Structural Issues	\$	\$	\$	\$
6	Rehabilitate poles (Part #3) NOTE: <i>SL/SPL poles are steel, PL poles are aluminu</i>	\$ -	\$ -	\$ -	\$ -
7	Rehabilitate PL shrouds & green rings (Part #4) NOTE: <i>Shroud & ring is one piec</i>	N/A	N/A	\$	\$ -
8	Rehabilitate SL/SPL shrouds (Part #5) NOTE: <i>Shroud is two pieces</i>	\$ -	\$ -	N/A	NA
9	Rehabilitate green rings for SL/SPL shrouds (Part #2)	\$	\$	N/A	N/A
10	Rehabilitate short arms including electrical receptacles (Part #6)	\$ -	NA	\$ -	\$ -
11	Rehabilitate green rings for short arms at pole junction (Part #7)	\$	N/A	\$	\$
12	Rehabilitate PL post-top round cap (Part #8)	N/A	N/A	\$	\$
13	Rehabilitate long arms (Part #9)	\$ -	\$ -	N/A	N/A
14	Rehabilitate green rings for long arms at pole junction (Part #10)	\$ -	\$ -	N/A	N/A
15	Rehabilitate 350mm fixtures & globe collars (Part #11)	\$ -	N/A	\$ -	\$ -
16	Pressure washing of existing pedestrian globes (Part #12)	\$	N/A	\$ -	\$
17	Rehabilitate banner brackets (Part #13)	\$ -	\$ -	N/A	NA
18	Rehabilitate saddle covers (SL only) (Part #14)	N/A	\$ -	N/A	NA
19	Rehabilitate green rings for saddle covers (SL only) (Part #15)	N/A	\$	N/A	N/A
20	Rehabilitate banner tie-downs (Part #16) *	\$	\$	N/A	N/A
21	Rehabilitate 550mm fixtures & globe collars (Part #17)	\$ -	\$ -	NA	NA
22	Install new 550mm acrylique globes (supplied by NCC) (Part #18)	\$ -	\$	NA	NA
23	Rehabilitate green spires (Part #19)	\$	\$	N/A	NA
24	Rehabilitate maple leaves (Part #20)	\$	\$	N/A	N/A
25	Supply and install new S.S. Harware and Fasteners (for all/any parts)	\$	\$	\$	\$

26	Supply and install new lamps (LED & Metal Halide)	\$ -	\$ -	\$	\$
Total cost per unit		\$	\$	\$	\$
27	Supply and installation of temporary street lights (approx 5 to 10): Cash Allowan	\$ 7,000.000	\$ 7,000.000	N/A	N/A

NOTE: Unit prices must factor in the 60%/70% - 30\$/40% split between 2016/17 and 2017/18

* If banner tie-downs are beyond repair, NCC will supply new replacements

Request for Qualification of:

Sub-Contractor – Surface Preparation and Painting

Project:

Wellington Street Light Standards Rehabilitation

Date : May 30, 2016

SECTION 1 – GENERAL INFORMATION

1.1 Process

The purpose of this qualification process is to evaluate capability of Sub-Contractors for the proposed project. To qualify, a Sub-Contractor must have demonstrated a record of successful, timely completion of quality orientated projects of comparable scale, scope and activities as the Wellington Street Light Standards Rehabilitation. Sub-Contractor submissions will be evaluated in accordance with 1.4 Evaluation Methodology.

1.2 Project Description

The Wellington Street Light Standards Rehabilitation project involves the following work:

- Please refer to the technical specifications

1.3 Evaluation of Contractors

The NCC will conduct the evaluation of sub-contractors in a fair manner and will treat Proponents equitably. Objective standards will be applied uniformly to Proponents. The Technical Evaluation will be assessed by the NCC Project Manager. The Project Manager shall assign a pass or fail rating to Proponents' submissions.

The evaluation and qualification of sub-contractors shall be at the sole discretion of the NCC and the NCC reserves the right to accept or reject any or all responses.

1.4 Evaluation Methodology

Following tender close, NCC Procurement will open the submission from each bidder. Bid prices will be shared with everyone present. The NCC Project Manager evaluating will not be present at the bid opening and the bid prices will not be shared with them.

The NCC will first evaluate the Sub-contractor submitted with the qualified low bidder's tender. Should the qualified low bidder's sub-contractor not pass the evaluation, the low bidder will be disqualified and the NCC will evaluate the Sub-contractor submitted with the second bidder's tender, and so on.

INVITATION TO TENDER & ACCEPTANCE FORM
APPENDIX E

Rating Criteria – Information submitted will be evaluated using the following criteria:

Submittal	Rating	Criteria for Passing Grade
Sub-Contractor for Surface Preparation and Painting Qualification Statement / Company Profile	Pass/Fail	<ul style="list-style-type: none"> - The three (3) projects listed must be of a similar scale and complexity to the work of the Wellington Street Light Standards Rehabilitation project and must have been completed within the last ten (10) years. - The Sub-Contractor must have a minimum of ten (10) years' experience of a similar scale and complexity to the work of the Wellington Street Light Standards Rehabilitation project.
Sub-Contractor's Experience	Pass/Fail	<ul style="list-style-type: none"> - All three project examples submitted must be for recent refurbishment of custom street lights and pedestrian lights or similar projects completed in the last ten (10) years which involved the sandblasting and refinishing, and repair activities comparable in scale and scope to the work of the Wellington Street Light Standards Rehabilitation. - Each of the three project examples shall have a minimum value of \$25,000.
Client References	Pass/Fail	<ul style="list-style-type: none"> - All three (3) references must confirm that they were satisfied with the performance of the Sub-Contractor. References may be contacted by NCC staff.

SECTION 2 – EVALUATION REQUIREMENTS

2.1 Overview of Section 2

This section provides the Proponent with the information that should be provided in their *Qualification Response*.

2.2 **Mandatory** submittal #1 : Sub-Contractor's for Surface Preparation and Painting Qualification Statement /Company Profile

To help the NCC evaluate the Proponent's ability to meet project requirements and expectations, proponents shall provide the Sub-Contractors' Qualification Statement/Company Profile.

2.3 **Mandatory** submittal #2 : Sub-Contractor's for Surface Preparation and Painting Experience

The Proponent shall provide Project Examples for three (3) significant and recent Street Light Standards Rehabilitation or similar projects completed in the last ten (10) years, for which they were the Sub-Contractor, and which involved activities comparable in scale, scope and value to the work to be undertaken as part of this request for qualification. One form should be filled in for each project.

The Sub-Contractor must have a minimum of ten (10) years' experience of a similar scale and complexity to the work of the Wellington Street Light Standards Rehabilitation project,

Notes:

- Proponents need to complete three (3) Project Example sheets
- Each project must have a minimum value of \$25,000 (excluding PST/GST/HST);
- References may be contacted and the projects may be visited to assess workmanship and overall quality;
- Proponents may supplement the information requested with additional sheets if required;

2.4 **Mandatory** submittal #3 : Sub-Contractor's for Surface Preparation and Painting - Client References

The Proponent shall provide Client Reference Forms filled out by the key client representative for each of the three (3) Project Examples of the Contractor. One form should be filled in for each project. The NCC may contact these clients for verification and clarification of information within approximately one week from the close of the qualification solicitation. Please ensure that the contact information is correct, current and that the persons identified are generally available. Proponents may provide a secondary client name and contact information.

Note:

- References may be contacted and the projects may be visited to assess workmanship and overall quality;

INVITATION TO TENDER & ACCEPTANCE FORM	APPENDIX E
--	------------

SUB-CONTRACTOR'S QUALIFICATION STATEMENT / COMPANY PROFILE

- *This document is intended to provide information on the capacity, skill and experience of the Contractor.*
- *Forms to be filled out in their entirety.*
- *The Proponent may supplement information requested with additional sheets if required.*

1- Proponent's Name

Company Name _____
 Address _____
 Telephone No. _____ Fax No. _____
 E-mail _____

2- Legal Structure of Contractor

Year Established _____
 Joint Venture ___ Corporation ___ Partnership ___ Registered ___ Sole Proprietor ___
 Other _____

3- Approximate annual value of refurbishment, repair and rehabilitation maintenance work in Canada for the last five years

2015 \$ _____
 2014 \$ _____
 2013 \$ _____
 2012 \$ _____
 2011 \$ _____

4- Has any surety company ever had to complete any of your work? If yes, please explain below or on a separate sheet.

INVITATION TO TENDER & ACCEPTANCE FORM
APPENDIX E

- 5- List three (3) projects of similar scale and complexity as the work of the Wellington Street Light Standards Rehabilitation project, completed by your firm within the last 10 years.**

Name of Client/Owner	Project Name	Project value (\$)	Client/Owner Reference Name and Tel #

I hereby acknowledge that the information provided is true and correct to the best of my knowledge, and that I have the authority to bind the firm:

Name

Title

Signature

Date

Firm's Name



INVITATION TO TENDER & ACCEPTANCE FORM	APPENDIX E
---	-------------------

EXPERIENCE

SUB-CONTRACTOR FOR SURFACE PREPARATION AND PAINTING

PROJECT EXAMPLE # 1

Project Title: _____

Total Value, excluding HST (\$): _____

Project Location (Street Address & City): _____

Start Date (Month/Year) _____ Completion Date (Month/Year) _____

Company Name: _____

Contact Name and Title: _____

Telephone Number and E-mail Address: _____

Brief history of work done, specifically elaborating on any of the items pertinent to the projects part of this request for qualification. Continue on back of sheet or add separate page(s) if additional space is required. Include photographs if possible.

Submit one form per project. All fields must be completed.



INVITATION TO TENDER & ACCEPTANCE FORM

APPENDIX E

EXPERIENCE

SUB-CONTRACTOR FOR SURFACE PREPARATION AND PAINTING

PROJECT EXAMPLE # 2

Project Title: _____

Total Value, excluding HST (\$): _____

Project Location (Street Address & City): _____

Start Date (Month/Year) _____ Completion Date (Month/Year) _____

Company Name: _____

Contact Name and Title: _____

Telephone Number and E-mail Address:

Brief history of work done, specifically elaborating on any of the items pertinent to the projects part of this request for qualification. Continue on back of sheet or add separate page(s) if additional space is required. Include photographs if possible.

Submit one form per project. All fields must be completed.



INVITATION TO TENDER & ACCEPTANCE FORM

APPENDIX E

EXPERIENCE

SUB-CONTRACTOR FOR SURFACE PREPARATION AND PAINTING

PROJECT EXAMPLE # 3

Project Title: _____

Total Value, excluding HST (\$): _____

Project Location (Street Address & City): _____

Start Date (Month/Year) _____ Completion Date (Month/Year) _____

Company Name: _____

Contact Name and Title: _____

Telephone Number and E-mail Address:

Brief history of work done, specifically elaborating on any of the items pertinent to the projects part of this request for qualification. Continue on back of sheet or add separate page(s) if additional space is required. Include photographs if possible.

Submit one form per project. All fields must be completed.

INVITATION TO TENDER & ACCEPTANCE FORM

APPENDIX E

CLIENT REFERENCE FORM**SUB-CONTRACTOR FOR SURFACE PREPARATION AND PAINTING****PROJECT EXAMPLE # 1**

This hereby confirms that the following contractor _____
executed the work for the following project to our satisfaction and that the information presented in
the Project Example submitted by the Contractor is accurate.

Project Details:

Project name:

Project Location (Street Address & City):

I hereby certify the information provided in this client reference form to be true and factual.

Client Name_____
Title_____
Signature_____
Client Organization Name_____
Telephone_____
Date_____
E-mail Address*All fields must be completed.*



INVITATION TO TENDER & ACCEPTANCE FORM	APPENDIX E
---	-------------------

CLIENT REFERENCE FORM

SUB-CONTRACTOR FOR SURFACE PREPARATION AND PAINTING

PROJECT EXAMPLE # 2

This hereby confirms that the following contractor _____
executed the work for the following project to our satisfaction and that the information presented in
the Project Example submitted by the Contractor is accurate.

Project Details:

Project name:

Project Location (Street Address & City):

I hereby certify the information provided in this client reference form to be true and factual.

Client Name

Title

Signature

Client Organization Name

Telephone

Date

E-mail Address

All fields must be completed.



INVITATION TO TENDER & ACCEPTANCE FORM	APPENDIX E
--	------------

CLIENT REFERENCE FORM

SUB-CONTRACTOR FOR SURFACE PREPARATION AND PAINTING

PROJECT EXAMPLE # 3

This hereby confirms that the following contractor _____
executed the work for the following project to our satisfaction and that the information presented in
the Project Example submitted by the Contractor is accurate.

Project Details:

Project name:

Project Location (Street Address & City):

I hereby certify the information provided in this client reference form to be true and factual.

Client Name Title Signature

Client Organization Name Telephone Date

E-mail Address

All fields must be completed.

INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

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

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

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

OR

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

OR

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

OR

- iv) Cash

3. Upon notification of acceptance of tender :

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

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

8. Insurance

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

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less 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.

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-Site Access-Secret)***

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

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.