

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

NCC TENDER FILE #:

**AL1673**

<p><b>ADDRESS INQUIRIES TO:</b>          Allan Lapensée, Sr. Contract Officer          (613) 239-5678 ext 5051 tel.  <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a></p>	<p><b>CONTRACT NO.:</b> (NCC use only)</p>
<p><b>BID CLOSING DEADLINE:</b>          October 20, 2016 at 3:00pm Ottawa time</p>	
<p><b>RETURN ORIGINAL</b>          Submit tender on this tender / contract form and return to:</p>	<p>→ <b>Procurement Services</b>  <b>National Capital Commission</b>  <b>40 Elgin Street</b>  <b>2<sup>nd</sup> floor Security Office</b>  <b>Ottawa, ON</b>  <b>K1P 1C7</b>  <b>Reference NCC tender file # AL1673</b></p>
<p><b>DESCRIPTION OF SERVICES:</b>          Installation and Removal of Stairs and Access Ramps</p>	<p><b>LOCATION:</b>          Canada's Capital Region          Rideau Canal Skateway</p>

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### I. OFFER

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

### II. GENERAL AGREEMENT The Contractor agrees:

1. To perform the Work for two (2) years until May 30, 2018.
2. **to provide at his/her own cost the following securities:**
  - (a) **with your tender to ensure entry into a contract a bid bond from an [acceptable company](#), a certified cheque made payable to the National Capital Commission, or, "Cash" in the amount of 10% of the bid amount including taxes.**
  - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond for each 50% of the bid amount including taxes, or, "Cash" in the amount of 20% of the bid amount including taxes;**
3. that this Offer and Agreement, together with the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

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### III. PRICING

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

Tasks		Fixed fee for year 1	Fixed fee for year 2
10.1	Installation and removal of vehicle ramps	\$	\$
10.2	Installation and removal of parking & ice access kiosks	\$	\$
10.3	Installation and removal of information kiosks	\$	\$
10.4	Installation and removal of stairs	\$	\$
10.5	Installation and removal of universal access (UA) ramps	\$	\$
10.6	Installation and removal of bridge banners	\$	\$
10.7	Installation and removal of Chalets facility access ramps	\$	\$
10.8	Installation and removal of 5th Ave. facility access ramps	\$	\$
10.9	Installation and removal of first aid trailer access ramps	\$	\$
11.1	Predictive maintenance reports	\$	\$
	<b>YEARLY SUB-TOTALS</b>	<b>\$</b>	<b>\$</b>
	<b>13% HST</b>	<b>\$</b>	<b>\$</b>
	<b>YEARLY TOTALS</b>	<b>\$</b>	
	<b>TWO YEAR TOTAL (YR 1 + YR 2 INCL TAXES)</b>	<b>\$</b>	

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

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### IV. INVOICING

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

### V. ENQUIRIES

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

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**VI. ADDENDUM ACKNOWLEDGEMENT**

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

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

Name and address of Contractor :     Tel-Tél:  Fax-Télécopieur:  E-mail:	Signature(s)    Title:  Date:
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*Accepted & executed on behalf of the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2016*

<p align="center"><b>COMMISSION USE ONLY NCC SIGNATURE ONLY</b></p>	<p align="center"><b>TITLE</b></p>
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## INSTRUCTIONS TO TENDERERS

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### 1. Address

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

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

### 4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

### 5. Security Requirements

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

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## INSTRUCTIONS TO TENDERERS

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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.

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## INSTRUCTIONS TO TENDERERS

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

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

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

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

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

### **8. Insurance**

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

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

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

### **9. Applications for Approval Certificates**

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

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

## Occupational Health and Safety Requirements

### 1. General

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

- Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.
- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
  - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
  - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
  - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
  - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
  - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
  - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

## **2. Qualifications of Personnel**

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

## **3. Certification**

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

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

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

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

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

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
  - (b) have basic working knowledge of specified occupational safety and health regulations,
  - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
  - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
  - (e) be on site during execution of the Work.

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

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

(c) resolution of deficiencies.

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

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## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

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

### 2. Assignment and Subcontracting

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

### 3. Members of The House of Commons

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

### 4. Indemnification

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

### 5. Property of the National Capital Commission

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

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## **GENERAL CONDITIONS**

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

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

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

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

### **8. Publicity**

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

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

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

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

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

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## **GENERAL CONDITIONS**

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### **11. Co-operation with other Contractors**

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

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

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

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

The Project Manager/Officer shall:

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

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

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## GENERAL CONDITIONS

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

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

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

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

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

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

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

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## **GENERAL CONDITIONS**

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### **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.

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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

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

### 25. Payment

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

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## GENERAL CONDITIONS

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

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

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

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## GENERAL CONDITIONS

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**27. Liability Insurance**

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

**28. Workers Compensation**

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

• To be completed by the insurer / À être rempli par l'assureur

<b>CONTRACT / MARCHÉ</b>					
Description and location of work / Description et endroit des travaux				Contract no. / N° de contrat	
<b>INSURER / ASSUREUR</b>					
Name / Nom					
Address / Adresse					
No., Street / N°, rue		City / Ville		Province	
				Postal code / Code postal	
<b>BROKER / COURTIER</b>					
Name / Nom					
Address / Adresse					
No., Street / N°, rue		City / Ville		Province	
				Postal code / Code postal	
<b>INSURED / ASSURÉ</b>					
Name of contractor / Nom de l'entrepreneur					
Address / Adresse					
No., Street / N°, rue		City / Ville		Province	
				Postal code / Code postal	
<b>ADDITIONAL INSURED / ASSURÉ ADDITIONNEL</b>					
The National Capital Commission / La Commission de la capitale nationale					
<b>This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and the National Capital Commission.</b>					
<b>L'assureur atteste que les polices d'assurances suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré en fonction du marché conclu entre l'Assuré dénommé la Commission de la capitale nationale</b>					
<b>POLICY / POLICE</b>					
Type Genre	Number Numéro	Inception Date Date d'effet	Expiry Date Date d'expiration	Limit of Liability Limites de garantie	
Commercial General Liability Responsabilité civile des entreprises					
Builder's Risk "All Risks" Assurance des chantiers « tous risques »					
Installation Floater "All Risks" Risques d'installation « tous risques »					
Other (list) / Autre (énumérer)					
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.			Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.		
Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée			Telephone number / Numéro de téléphone		
Signature			Date		

# BID BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as Obligee, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. WHEREAS, the Principal has submitted a written tender to the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for: \_\_\_\_\_.

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

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

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

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

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

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

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

# PERFORMANCE BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter

called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as

Obligee, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the

Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. WHEREAS, the Principal has

entered into a Contract with the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

for: \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the NCC to be, in default under the Contract, the Surety shall
  - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
  - (b) if the work is taken out of the Principal's hands and the NCC directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
    - (i) it shall be between the Surety and the completing contractor, and
    - (ii) the selection of such completing contractor shall be subject to the approval of the NCC,
  - (c) if the work is taken out of the Principal's hands and the NCC, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the NCC under the Contract,
  - (d) be liable for and pay all the excess costs of completion of the Contract, and
  - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the NCC, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the NCC, any Contract moneys earned by the Principal or holdbacks related thereto held by the NCC may be paid to the Surety by the NCC.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the NCC herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

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

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

# LABOUR AND MATERIAL PAYMENT BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter

called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as Oblige, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ . WHEREAS, the Principal has entered into a Contract with the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for: \_\_\_\_\_

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the NCC that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the NCC may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the NCC is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the NCC shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.
6. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
  - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;

- (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal
  - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
  - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the NCC are paid to the Surety by the NCC.
9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

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

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

**PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION**

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

**PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR**

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

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

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

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

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

E-mail address / Adresse courriel :

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

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

**IMPORTANT**

<p>Please fill in and return to the National Capital Commission with one of your <b>business cheque unsigned and marked « VOID »</b> or a letter from your bank (for verification purposes).</p>	<p>Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec <b>un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ »</b> ou une lettre de votre banque (à des fins de vérification).</p>
Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

**Supplier Tax Information**

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable and Receivable Officer – (613) 239-5678, ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit payment information**

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

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

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

**The advantages of direct deposit payment**

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

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

**Renseignements sur les fournisseurs aux fins de l'impôt**

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

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

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

**Renseignements sur le paiement par dépôt direct**

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

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

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

**Avantages du paiement par dépôt direct**

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

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

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# *Rideau Canal Skateway*

## *The Installation and Removal of Stairs and Access Ramps*

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Terms of Reference

October 6, 2016

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## **1 Purpose**

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The National Capital Commission is proceeding with a request for tender for the provision of services necessary for the transportation, handling, installation and removal of stairs, access ramps and small support structures necessary for the operation of the Rideau Canal Skateway. The NCC is contracting out the provision of these services with the objective of obtaining high standards of service excellence.

## **2 Context**

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### **2.1 National Capital Commission**

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The National Capital Commission (NCC) is a Crown Corporation of the Government of Canada responsible for the planning, development, preservation, safeguarding and promotion of Canada's Capital.

### **2.2 Rideau Canal Skateway**

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The pride of Canada's Capital Region is the Rideau Canal, which stretches 202 kilometres from Ottawa to Kingston. It was designated as a World Heritage Site by UNESCO (United Nations Educational, Scientific and Cultural Organization) in June 2007. Each winter a portion of this historic waterway is transformed into the world's largest skating rink. Crowds of skaters and outdoor enthusiasts from all over Canada and the world, enjoy the 7.8-kilometre ice surface that winds through the heart of Ottawa. In 2005, Guinness World Records confirmed that the Rideau Canal Skateway (RCS) was indeed the "Largest Naturally Frozen Ice Rink in the World" with 165,621 square meters of skating surface.

The skating season may start in early January, weather permitting and when the ice thickness standards have been reached. The NCC Ice Safety Committee experts assess the ice thickness before the official opening of the RCS can be announced. This Committee continuously monitors ice conditions throughout the skating season and during special events.

## **3 Term of Contract and Scope of Work**

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### **3.1 Term of Contract**

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This Contract is for a two (2) Year Term commencing on signing of the Contract and ending May 30, 2018.

### **3.2 Scope of Work**

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The Work involves the transportation, handling, installation and removal of stairs and ramps necessary for skater, pedestrian and vehicle access to the Rideau Canal skateway and its facilities.

The Work required is summarized below, but not limited to the following:

- The handling, transportation, lifting, installation and removal of the Components described in section 10 of the Contract.
- To supply qualified personnel as required in order to execute the Work contained herein.
- To supply equipment, vehicles, materials and specialized tools as required by the tasks described herein.

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- To provide detailed Predictive Maintenance reports as per section 11.

### 3.3 Contract Boundaries

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The Contractor shall provide all services within the geographic boundaries as summarized on the maps presented in Appendix 1 (GIS Maps). Although not included on the maps, it is understood that the NCC warehouses at Woodroffe and Bayview are within the boundaries of this Contract.

## 4 Interpretation

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This section contains the typical terms and conditions of this Contract.

### 4.1 Definitions

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In this Contract, the following words, when presented with the first letter in upper case shall have the corresponding meaning:

**“Act”** means the National Capital Act, R.S.C. 1985, c. N-4 as amended and the regulations enacted thereunder.

**“Applicable Laws”** means, at any time, with respect to any Person, property, transaction or event, all then applicable laws, by-laws, statutes, regulations, treaties, judgements, decrees and (whether or not they have the force of law) all then applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or Persons having authority over any of such Person, property, transaction or event and includes all Environmental Laws.

**“Bayview”** means the NCC warehouse facility located at 80 Bayview Road in Ottawa.

**“Business Day”** means Monday to Friday inclusive, statutory holidays in the Province of Ontario excepted. This definition applies to contract management, but is not applicable to the Work to be performed by the Contractor pursuant to this Contract.

**“Business Hours”** means the hours between 8 a.m. and 5 p.m. on any Business Day. This definition applies to contract management, but is not applicable to the Work to be performed by the Contractor pursuant to this Contract.

**“CBD”** means Colonel By Drive.

**“Chalet(s)”** means a building that is temporarily installed on the RCS to provide washroom and shelter facilities for skaters on the RCS.

**“Component”** means a constituent part of a System or a whole, which may or may not be part of an asset. Notwithstanding the aforementioned, a Component may also function on its own, independent of the System(s) in which it is a Component.

**“Condition based monitoring”** or **“CBM”** means observing and reporting (Monitoring, testing, etc.) the state of a System and its Components in order to determine when/if Maintenance is actually necessary.

**“Contract”** means the contract entered into between the Successful Contractor and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Contractor agrees to perform all of the specific services in accordance with the standards of performance set out in the Contract, and other matters arising out of the successful Tender and accepted by the NCC, if any.

**“Contract Management Officer”** or **“CMO”** means an NCC employee or delegate whose function is to monitor the Contract on behalf of the NCC.

**“Contractor”** means the proponent.

**“Emergency Communication Services”** means the NCC 24-hour Emergency Communication Service (24 HECS) available 365 days/year at 613-239-5353.

**“Employees of the Contractor”, “Contractor’s Employees”, “Personnel of the Contractor”** and **“Contractor’s Personnel”**, whether in upper or lower case, all mean any person employed by the Contractor and include dependent contractors and any subcontractors of the Contractor as well as their employees.

**“Environmental Laws”** means:

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- i. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- ii. the jurisprudence with respect to environmental law and health and safety law; and
- iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the NCC Environmental Protection Policies Statements set out in Appendix 6), guidelines, orders, approvals, notices, permits, judgements, directives, licences, decisions and requirements, with or without force of law, as they may be amended or replaced from time to time.

**“Event of Insolvency”** means any of the following events:

- (i) if proceedings are instituted by or against the Contractor to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against the Contractor, the Contractor acquiesces in such proceedings, or the Contractor has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors;
- (ii) if a court of competent jurisdiction enters an order, judgement or decree approving a petition or proceedings filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or
- (iii) if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Contractor.

**“Fixed Fee”** means the dollar amount per annum payable by the NCC to the Contractor for each Year of the Term of the Contract.

**“Freeboard”** means the distance from the ice surface to the water level. Freeboard is created because when ice freezes it expands and leaves 10% of its mass above the water level.

**“Force Majeure”** means any of the following events which (i) prevents or materially impairs the performance by one of the parties of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the party: acts of God, earthquakes, tidal waves, hurricanes, windstorms, abnormal climatic conditions, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities.

**“GIS”** means the Geographic Information Systems.

**“Ice Safety Committee”** (ISC) means a group of NCC employees that provide their expertise in monitoring the ice thickness and Freeboard thus making recommendations as to opening and closing of the Rideau Canal Skateway or sections of it as well as special events that take place on the RCS.

**“Maintenance”** means any action taken to keep an asset, a System and/or its Components, in a state where it may be safely utilized for its designed or designated purpose. Notwithstanding the generality of the aforementioned, Maintenance also includes:

- i. **“Predictive Maintenance”** means the application of CBM (see definition) or testing (including Unaided Testing) of assets for the purpose of early detection and elimination of equipment defects that could lead to unplanned downtime or unnecessary expenditures. Generally

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speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no process interruption. The purpose of this type of Maintenance is to determine the condition of in-service equipment in order to predict when Maintenance should be performed.

- ii. **“Preventive Maintenance”** means all systematic, predetermined Work performed to a schedule with the aim of preventing the wear and tear or sudden failure of assets or Components. This type of Maintenance is proactive and usually involves the planned replacement of parts or Components based on specifications provided by the manufacturer and/or the NCC and/or as specified in this Contract. For the purposes of this Contract, Preventive Maintenance shall include without limitation such activities as pre-season start-up procedures, regular inspections, Monitoring, etc.
- iii. **“Reactive Maintenance”** means Maintenance required after an event, malfunction or failure. This type of Maintenance is usually triggered by unforeseen events and/or equipment failure and requires immediate response and action from the Contractor as defined in this Contract.

**“Monitor” or “Monitoring”** means the systematic gathering of information and data through observation, Unaided Testing, Condition Based Monitoring or testing on a regular or scheduled basis in order to regulate, control and ensure the functionality of Component(s) and/or System(s). Monitoring can be Predictive and/or Preventive in nature. See Maintenance.

**“NAC”** means the National Art Centre

**“National Capital Region”** (NCR) has the meaning ascribed thereto in the Act.

**“NCC”** means the National Capital Commission and its successors and assigns.

**“NCC Records”** means any records in the custody of the NCC in existence on the commencement date of the Term, pertaining to the Subject Matter and all information, data and records prepared by the Contractor during the Term in relation to the Subject Matter and all reports of same including any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, videotape, digitally recorded data, and any other documentary material, regardless of physical form or characteristics.

**“Off-peak”** (hours) designate times when traffic and recreational pathway users are least likely to be disrupted by RCS operations and Contractor activities. **“Peak”** hours are weekdays from 0700 to 0930 and from 1530 to 1800. Off-peak periods also include weekends and holidays.

**“Person”** means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body.

**“QED”** means Queen Elizabeth Drive

**“RCS”** means the Rideau Canal Skateway.

**“Subject Matter”** means the Rideau Canal, lands, buildings, fixed and portable assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

**“Successful Contractor”** means the Contractor, if any, to whom the NCC has awarded the Contract.

**“System”** means a set of interacting and/or inter-dependent Components forming an integrated whole.

**“Term”** means the period commencing upon the signing of this contract and terminating as per 1.2.1.

**“Terms and Conditions”** means the Contract and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions referring to these Terms and Conditions; unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

**“Unaided Testing” or “Unaided Inspection”** refers to methods of testing or inspection that involve the senses of sight, smell, sound and touch. Instruments that are used as part of Unaided Inspections generally augment the Contractors senses, as previously listed.

**“Winterlude”** means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) usually beginning on the first Friday of February.

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“**Woodroffe**” means the NCC warehouse facility located at the Greenbelt Research Farm, 1740 Woodroffe Avenue in Ottawa.

“**Work**” means the whole of the goods, services, materials, equipment, matters and things required to be done, or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract.

“**Year**” means for the first term, the period following the signature of the Contract and terminating on March 31<sup>st</sup>. For year two, a period of twelve consecutive months, from April 1<sup>st</sup> of one calendar year to March 31<sup>st</sup> in the next calendar year.

#### 4.2 Extended Meanings

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Unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in this Contract. Changes in grammar, gender, number and syntax required by the identity, structure or nature of the parties shall in all cases be assumed as though in each case fully expressed.

#### 4.3 Governing Laws and Forum

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This Agreement shall be governed by, construed and interpreted in accordance with the applicable laws in force in the province of Ontario. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

#### 4.4 Currency

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Except where expressly provided to the contrary herein, all monetary amounts in this Contract are stated and shall be paid in Canadian dollars.

#### 4.5 Severability of Provisions

---

Each of the provisions contained in this Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

#### 4.6 Entire Contract

---

When duly executed by the Contractor and the NCC, the Contract shall constitute the entire Contract between the parties pertaining to the Subject Matter. There shall be no warranties, representations or agreements between the parties in connection with such Subject Matter except as specifically set forth or referred to in the Contract. All the provisions of the Contract shall be construed as covenants and agreements. Except as expressly provided in the Contract, no amendment, or waiver of any provision of such agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Contract shall constitute a waiver of any other provision and no waiver of any provision of such Contract shall constitute a continuing waiver unless otherwise expressly provided.

#### 4.7 Headings & Table of Contents

---

The inclusion of headings and table of contents in this Contract is for convenience of reference only and shall not affect the construction or interpretation of the provisions set out in this Contract.

#### 4.8 NCC Termination Right

---

Pursuant to section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, it is a term of every contract for the payment of any money by the NCC, that payment under the Contract is subject to there being a parliamentary appropriation for the fiscal year in which any commitment under the Contract is due and payable. If there is no parliamentary appropriation, the NCC shall have the right to deliver

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notice in writing to the Contractor terminating this Contract in its entirety and the NCC shall not be liable for any damages suffered by the Contractor as a result of such termination.

#### 4.9 Contractor's Obligations

---

The Contractor agrees to use best practices, in compliance with the Terms and Conditions of this Contract and with any laws in effect during the Term. The Contractor agrees to take, or have taken, any steps required to fulfill his obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully. The scope of the Contract is established by the body of services required in each section. The Contractor will ensure that he provides the services required in each section of this Contract even though individual tasks are not specifically identified but are required to provide the services requested.

#### 4.10 Payment Schedule

---

The Contractor is required to invoice the NCC for the operations conducted and approved by the NCC. The Contractor will have the right to receive payments within 30 days after the CMO has delivered a certificate indicating that the invoice is authentic and exact, that the Contractor has performed the said Work in a satisfactory manner during the mentioned period and has observed the terms of the Contract.

#### 4.11 Limitation on NCC Financial Obligations

---

The NCC shall have no obligation, and the Contractor shall not represent to third parties that the NCC has any such obligation, on account of reimbursement of expenses, overhead costs, administrative expenses, or salaries and benefits of employees, except to the extent that such amounts are included in amounts payable pursuant to Appendix 2.

### **5 Conditions Common to Performance of All Maintenance Duties**

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#### 5.1 Identification

---

All personnel and company vehicles must be properly identified with its company logo. No other logo can be displayed without the written consent of the NCC. The Contractor may also need to identify the NCC as the service provider. If such is the case, the needed materials identifying the NCC as the service provider will be remitted to the Contractor for the Term.

#### 5.2 Sponsorship, Communication and Marketing

---

During the skating season, the NCC reserves the right to assign certain sponsors to the activities related to the Contract. No compensation will be given to the Contractor for such sponsorship. Also, the Contractor shall not seek any sponsorship, marketing or communication agreement, in writing or otherwise, related to the Subject Matter without the prior written consent of the NCC. Furthermore, no agreement or partial agreement shall be signed before obtaining the written authorization of the NCC. All sponsorship, communication and marketing rights shall be retained solely by and with the NCC. No sponsorship or third party commercial visibility is to appear on any of the contractors assets.

#### 5.3 Duty to Act in Good Faith

---

The Contractor shall act diligently, efficiently, in good faith, in conformity with the requirement of insurers and in accordance with the standards applicable to a prudent owner in performing the duties and services required of it hereunder.

#### 5.4 Warranty

---

The Contractor warrants that he is competent to perform the Work required under this Contract in that he has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the applicable laws as well as the knowledge, skill and ability to perform the Work.

Any Work and/or service provided by the Contractor must be consistent with the established and generally accepted standards for supplies and services of the type covered by this Contract, in full compliance with the requirements and free from defect in material and workmanship.

#### 5.5 Commitments Made in Contractor's Tender

---

In addition to the obligations contained in this Contract, the Contractor hereby undertakes to fulfil the commitments made in its Tender which is incorporated by reference into this Contract. If there are any inconsistencies between the terms and conditions of this Contract and those set out in the Tender, the document containing the most extensive obligations on the part of the Contractor shall prevail.

#### 5.6 Work for Others

---

The Contractor shall obtain prior authorization in writing from the NCC before accepting and/or commencing any work for a third party on the RCS subject to this Contract. The NCC shall verify that the work contemplated is not already included under this Contract before providing its authorization.

#### 5.7 Security Risks

---

The Contractor shall ensure that none of his Employees and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract, constitute a security risk and shall ensure they all complete the NCC's security screening process so that the NCC may obtain a security assessment of that person before he is given access to any site included in this Contract.

### **6 Limitations on Contracting Authority**

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#### 6.1 Authority Linked to Approved Budgets

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The Contractor shall not have, and shall not represent to any third party that it has, any authority to commit the NCC to any expenditure or to enter into any contract on behalf of the NCC unless:

- a) If required pursuant to 6.3, the Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- b) The Contractor has complied with the other contractual requirements set out in this document; or
- c) Such Work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Contractor, in damage or further damage to any part or parts of the Subject Matter or to private property adjoining the Subject Matter) in which event the Contractor is hereby authorized to proceed with such Work as is reasonably deemed by the Contractor to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenditure may not extend beyond a period of twenty-four hours from the time of the occurrence unless otherwise approved by the NCC.

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Notwithstanding the foregoing, the Contractor shall not have, and shall not represent that it has, the authority to pledge the credit of the NCC nor purport to create any security interest in any property of the NCC in favour of a third party.

## 6.2 Prohibition

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The Contractor shall not incur any expenditure or enter into any contract on behalf of the NCC except on an arm's length basis.

## 6.3 Sub-Contracting

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The Contractor shall advise the NCC of any part of the Work that it wishes to subcontract prior to contracting for such Work and shall allow the NCC to review the terms of reference for such contract. If the scope of Work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the NCC, the Contractor shall make any modifications that the NCC requires. Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract.

## 6.4 Denial of Agency

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Nothing contained in this Contract creates any relationship of agency, partnership, joint enterprise or any relationship other than a contractual one. In all respects the Contractor is acting in his own capacity, and all debts and liabilities to third persons incurred by the Contractor are and shall be exclusively for the account of the Contractor.

# 7 Accounting & Reporting Requirements

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## 7.1 Maintenance of Office & Records

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The Contractor shall keep and maintain at the head or branch office of the Contractor, full and complete information, data and records of its activities and all financial transactions related to the management and operation of the Subject Matter.

## 7.2 Ownership & Access

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All information, data and records prepared by the Contractor during the Term in relation to the Subject Matter, and all reports of same shall be the property of the NCC. The NCC shall have the right at any time or times during the Term and thereafter to unrestricted access to all such information, data, records and reports.

## 7.3 NCC Records

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### 7.3.1 Ownership

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The NCC retains ownership of all NCC records during the Term. For the purpose of clauses 7.3 the term "records" will have the same meaning as is ascribed to the term "record" in section 1 of the Access to Information Act, R.S.C. 1985, c. A-1, as amended.

### 7.3.2 Control

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Notwithstanding that the Contractor may be permitted to use and keep current the NCC records relating to the Subject Matter, the NCC shall at all times have control over such files without regard to their location. The Contractor agrees that the NCC shall have unrestricted access to

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the NCC Records during the Term and thereafter and shall co-operate fully with the NCC in respect of the performance of any obligation imposed in respect of the NCC records by the Access to Information Act (Canada), the Privacy Act, (Canada), or any other element of Applicable Law.

### 7.3.3 Access by Contractor

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During the Term, subject to the Access to Information Act, and the Privacy Act, and provided that it is necessary to the performance of the Contractor's obligations under this Contract, the NCC shall permit the Contractor to have access to and make copies of the NCC Records in the custody of the NCC.

### 7.3.4 Maintenance of NCC Records

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The Contractor agrees, in respect of NCC Records in its custody, that throughout the Term it shall, at its sole cost and expense:

- i. take such measures as a prudent owner would to protect such NCC Records from damage, destruction, loss or theft, including but not limited to, making regular back-up copies of NCC Records kept in an electronic format;
- ii. ensure that employees who have access to said documents have the required profile and security clearance;
- iii. segregate its own files from the NCC Records in the Contractor's custody; and
- iv. regularly update such NCC Records to ensure their accuracy and usefulness.

### 7.3.5 Confidentiality

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The Contractor agrees to ensure the confidentiality of the NCC records and information contained therein which are in the Contractor's custody. The Contractor hereby agrees to indemnify and save the NCC harmless from any claim or loss of any kind whatsoever arising out of any breach of the obligation set out in 7.3.

### 7.3.6 Return of NCC Records on Termination

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On the expiry of the Term or earlier termination of the Contract, the Contractor shall return the NCC records, updates thereto, all original leases or agreements and all other documents created during the Term to the custody of the NCC.

## 7.4 Conflict of Interest

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The Contractor agrees to co-operate fully with the NCC in monitoring compliance with the conflict of interest and post-employment code rules promulgated from time to time by the Treasury Board of the Queen's Privy Council and/or the NCC for matters arising during the Term of this Contract.

## 7.5 Prohibited Transactions

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### 7.5.1 Contract with NCC Employees

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The Contractor agrees that it shall be absolutely prohibited from employing, contracting with, in respect of any part or parts of the Subject Matter, or in any other way entering into a commercial arrangement with any individual that is an employee, officer, or commissioner of the NCC or any member of its advisory committees.

### 7.5.2 Contracting With Related Corporations

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The prohibition set out in 7.5.1 extends to any contract or commercial arrangement with a corporation or other business organization in which an NCC employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or in any other way related, as defined in the Canada Business Corporations Act.

### 7.5.3 Exception

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The prohibition in 7.5.2 does not apply to contracts with corporations the shares of which are publicly traded, provided that the only relationship that exists between the NCC employee and such corporation is that of shareholder.

## 7.6 Indemnities

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### 7.6.1 Unconditional Obligation to Perform

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The Contractor covenants and agrees to take, or cause to be taken, such action as may be necessary to cause the Contractor, at all times fully and faithfully, to perform and discharge its obligations under this Contract and each part hereof, and to comply with the Terms and Conditions hereof.

### 7.6.2 Forbearance Not to Constitute Estoppel

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No neglect or forbearance of the NCC in endeavouring to obtain payment of any amount required to be made under the provisions of the Contract as and when the same become due, no delay of the NCC in taking steps to enforce performance or observance of the several covenants, provisos or conditions contained in the Contract to be performed or observed by the Contractor, no extension or extensions of time which may be given by the NCC from time to time to the Contractor, and no other act or failure to act of or by the NCC shall release, discharge or in any way reduce the obligations of the Contractor hereunder.

## 7.7 Termination

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### 7.7.1 Termination

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The Contract shall terminate on the expiry of the Term or any extension thereof provided that on the occurrence of an Event of Insolvency or any other default hereunder, the NCC, in addition to such other remedies that it may have hereunder or at law or in equity, may elect to terminate the Contract.

The NCC may also elect to terminate this Contract for reasons related to a Force Majeure, for reasons related to public safety or for reasons outlined in clause 7.8.

### 7.7.2 Deliveries on Termination

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On termination:

- i. The Contractor shall within fifteen days thereof deliver a final accounting to the NCC;
- ii. The Contractor shall immediately surrender to the NCC all NCC Records and keys;
- iii. The Contractor shall immediately return to the NCC all portable and operational assets, Equipment and miscellaneous assets owned by the NCC together with an inventory of same, including any additions or replacements to such inventory;
- iv. The Contractor shall immediately return in good working order to the NCC all fixed assets owned by the NCC including any additions or replacements to such inventory.

### 7.7.3 Rights on Termination

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Any termination of the Contract shall release the parties from any further obligations hereunder, including the obligations of the NCC related to the Minimum Payment, except rights and obligations in respect of amounts owing, or to remedies with respect to any defaults or to matters with respect to which indemnities have been given hereunder.

## 7.8 Default Provisions

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### 7.8.1 Default

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If the Contractor:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract that are to be kept, performed or observed by the Contractor and such failure continues for, or is not remedied within:
  - 1 hour of a verbal notice for public safety situations;
  - 24 hours of a written notice for all others.

If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.

- b) Suffers an Event of Insolvency;
- c) Has made a false representation or warranty;
- d) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or
- e) Delays in the performance of one of a series of periodic services;

then the NCC shall have the following rights and remedies, which are cumulative and not alternative, and are in addition to and not in substitution for any rights or remedies that the NCC may have hereunder and/or pursuant to Applicable Laws:

- i) To remedy or attempt to remedy any default of the Contractor under the Contract for the account of the Contractor. The NCC shall not be liable to the Contractor for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such default and the Contractor shall pay to the NCC all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, together with all of the NCC's reasonable administrative expenses;
- ii) To recover from the Contractor all damages and expenses incurred by the NCC as a result of any breach by the Contractor;
- iii) To terminate the Contract without further notice to the Contractor; in which case the Contractor will not be entitled to claim minimum payment under this Contract ;
- iv) To withhold, in whole or in part, any payments otherwise due to the Contractor hereunder until such default has been remedied;
- v) To set-off from any amount payable under the Contract an amount equal to the value of any obligations not performed or periodic obligations delayed by the Contractor.

## 7.9 Remedies Generally

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Mention in this Contract of any particular remedy of the NCC in respect of the default by the Contractor does not preclude the NCC from any other remedy in respect thereof, whether available at law or in equity or expressly provided for in this Contract. No remedy shall be exclusive of or dependent upon any

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other remedy, but the NCC may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

## **8 General Provisions**

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### **8.1 Notice**

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Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by priority post, personal delivery, facsimile transmission, or electronic mail as hereinafter provided. Any such notice or other communication, if delivered by post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth Business Day following the day on which the notice was sent, if personally delivered shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee, and if transmitted by facsimile transmission or by electronic mail on the next Business Day following the date of transmission. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered or sent by fax or e-mail and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

- a) if to the NCC:

National Capital Commission  
202-40 Elgin Street,  
Ottawa, Ontario  
K1P 1C7  
Attention: Director, Urban Lands and Transportation

- b) if to the Contractor: At the address and to the person specified in the Contractor's Tender.

The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in these Terms and Conditions provided or permitted to be given by the NCC to the Contractor or by the Contractor to the NCC.

### **8.2 Time of the Essence**

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Time is of the essence of these Terms and Conditions and of the Contract.

### **8.3 Joint & Several Liability**

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If the Contractor comprises more than one Person, the liability of each such Person shall be joint and several.

### **8.4 Taxes & Fees**

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The NCC shall receive all benefit from input tax credits or rebates attributable to goods and services tax, Quebec sales tax and Ontario harmonized sales tax if applicable.

### **8.5 Force Majeure**

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Where the performance of an obligation of the Contractor is subject to Force Majeure as defined in 4.1, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or Work cannot be performed during the period of the existence of the Force Majeure (see 4.1 for definition of Force Majeure).

#### 8.5.1 Deduction Where Services Omitted Owing to Force Majeure or Default

In the event that any of the Contractor's obligations hereunder are not performed because of the occurrence of an event of Force Majeure or default, then there shall be no corresponding payment.

#### 8.6 Paramouncy of Federal Authority

Notwithstanding anything contained in this Contract relating to any provincial or municipal statute, by-law, regulation or other enactment, the NCC hereby declares that no such reference shall be interpreted or implied as recognition by the NCC that the Province of Ontario, any municipality, or any other provincial or municipal statute, by-law, regulation or other enactment, has any jurisdiction over the NCC, or the Subject Matter, provided, however, that nothing in this section shall release the Contractor from compliance with any provincial or municipal law as it applies to the Contractor.

#### 8.7 Successors

The rights created by this Contract extend to the permitted successors and assigns of each of the NCC and the Contractor, and the liabilities created herein extend to and bind all successors and assigns of each of the NCC and the Contractor.

#### 8.8 Representation & Warranty Regarding Authority

The NCC and the Contractor each represent and warrant to the other party that they have full right, power and authority to enter into the Contract and to perform its obligations thereunder.

#### 8.9 No Offer

No contractual or other rights shall exist between the NCC and the Contractor as a result of the negotiation of the Contract until all parties have executed and delivered the Contract, notwithstanding that the NCC may have delivered to the Contractor an unexecuted copy of the Contract. Such delivery shall be for examination purposes only and does not and shall not create any interest by the Contractor in these Terms and Conditions and the Contract, or raise any estoppels against the NCC. Execution of the Contract by the Contractor and its return to the NCC shall not create any obligation on the NCC, notwithstanding the lapse of any time interval, until the NCC has in fact executed and delivered the Contract to the Contractor.

#### 8.10 Disputes

It is the non-binding intention of the parties that where a dispute arises between the parties in connection with the Contract, the parties shall attempt to resolve the dispute by negotiating in good faith and where possible by retaining an expert to help resolve the dispute, provided that failure to do so shall in no way affect the jurisdiction of an arbitrator to arbitrate such a dispute. Notwithstanding the

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intention of the parties to negotiate, any bona fide dispute or question arising over any of the provisions of the Contract, its interpretation or effects shall be submitted to arbitration and not to any other forum. Any arbitration proceeding initiated in relation to these Terms and Conditions and the Contract shall be held in Ottawa, and in accordance with the provisions of the *Commercial Arbitrations Act* (Canada) as it may be amended from time to time, and any legislation in replacement thereof. The arbitrators shall determine the process of the arbitration having due regard to the intention of the NCC and the Contractor that the arbitration be completed as expeditiously as possible in all the circumstances. An award by the sole arbitrator or panel of arbitrators, as the case may be, shall be final and binding upon the parties.

#### 8.11 Maintenance of Security Measures

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The Contractor shall implement and maintain throughout the Term, security measures, as a prudent owner would implement and maintain with respect to its own assets to safeguard NCC assets and information as may be under the Contractor's control from damage, destruction, loss, theft, or unauthorized use.

#### 8.12 Inspection Rights

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The NCC shall have access at all times during the Term to all parts of the Subject Matter for the purpose of conducting inspections to ensure that all Maintenance duties are being performed in accordance with the Terms of the Contract.

#### 8.13 Further Assurances

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The parties covenant to execute and provide such further assurances as may reasonably be required to give effect to any provision of the Contract.

#### 8.14 Conflict between Provisions

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In case of any discrepancy whatsoever between parts of this Contract or within a particular section, the part containing the more extensive obligations on the part of the Contractor shall prevail.

#### 8.15 Laws, Regulations, By-Laws

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All Work pursuant to this Contract shall be performed in accordance with all existing and future federal, provincial and municipal laws, regulations and by-laws. The Contractor shall be responsible for any charges imposed by such laws, regulations and by-laws, and shall be unable to recover any amounts therefore from the NCC.

Without limiting the generality of the foregoing, the Contractor shall be registered and comply with all regulations related to work place health and safety and worker's insurance.

The NCC reserves the right to terminate this Contract if the Contractor does not have all the necessary permits and licenses for the execution of the Work.

The Contractor shall also ensure that all Work accomplished to meet the requirements of this Contract is in accordance with the latest of the applicable codes and standards.

#### 8.16 International Sanction

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Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the National Capital Commission (NCC) cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

The Contractor must not supply to the NCC any goods or services which are subject to economic sanctions.

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the NCC if he/she is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the NCC in accordance with sections 2.3.1, 2.10.1 and 2.10.3.

#### 8.17 No Bribes

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The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any official or employee of the NCC for, or with a view to the obtaining of the Contract by the Contractor.

## **9 General Operational Requirements**

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This section identifies the general requirements of the Contract. These activities support the provision of services described in the Contract.

### **9.1 Employees**

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#### **9.1.1 General**

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Any employee hired by the Contractor shall be competent and qualified, fluent in one of the two official languages of Canada, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

#### **9.1.2 Replacement of Employees**

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Any employee hired by the Contractor will be relieved of his/her duties and immediately replaced by the Contractor, if in the opinion of the NCC, this employee is unqualified or is acting in a manner contrary to the best interests of the NCC or if the employee does not meet the requirements stated above.

#### **9.1.3 Art of Trade and Certification**

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Furthermore, the Contractor shall respect all trade certification when required by law. Any Work to be performed by the Contractor or by a subcontractor working on behalf of the Contractor must be done in accordance with the art of the trade and must follow any and all guidelines, requirements and specifications as set out by such trade. The Contractor will operate in accordance with all federal, provincial and municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.

### **9.2 Hours of Work**

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All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors. Work hours on sites used for the staging of special events shall be coordinated with the NCC.

### **9.3 Road Closures**

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Should the closure of a roadway be required to perform the Work, the Contractor shall be responsible for obtaining the written approval (permits) from both the City of Ottawa and the NCC before proceeding with such road closure. Approval by the NCC and the City of Ottawa shall at no time be implied nor implicit in this Contract.

### **9.4 Vehicles**

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The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any vehicles required for transportation purposes and/or for providing control services as requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, have no major exterior blemishes or structural anomalies, be exempt of rust and mechanical problems (leaks, fumes, etc.), and shall meet all provincial safety standards. The company name shall be

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prominently displayed on all road and off road vehicles (including personal vehicles used on Contract related business). The NCC may refuse access to the RCS to any vehicle that, in its opinion, may pose a threat to the environment (leaks and fumes) or the safety of the public. The NCC expects the Contractor to maintain the mechanical integrity and general appearance of his fleet. To this end, the Contractor should keep and maintain a service record for each vehicle, which the NCC may ask to consult at any point during the life of the Contract

Contractor vehicles shall be parked only in designated areas. Parking and driving vehicles on turf areas, snow areas, RCS and pathways must be kept at a minimum. Use of off-road motor vehicles is to be limited at all times exclusively to carrying out the Contractor's contractual responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf for recreational purposes or any other purposes not required by this Contract.

To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in the wastage of fuel and creation of greenhouse gases (refer to municipal by-laws). When replacing fleet vehicles, the NCC encourages the Contractor to select energy efficient and environmentally responsible equipment (small pick-ups, 4-stroke motors, alternate fuels, etc.). Any repairs or maintenance of vehicles and other assets must be done off NCC property.

#### 9.5 Assets

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The Contractor shall be responsible for the assets (Systems) while they are in his possession when being handled, transported, installed, removed or maintained by his Employees or subcontractors. The Contractor shall be financially responsible for any repairs to the Systems that are required as a result of damage occurring while such assets (Components) are in the Contractor's possession. The Contractor accepts all Systems "as is" unless he notifies the NCC that a particular asset is in need of Maintenance **and** the NCC acknowledges that fact.

The Contractor shall follow all of the NCC's asset guidelines and procedures when he/she is required to pick-up assets and material stored at the NCC's main storage facilities (Woodroffe or Bayview).

#### 9.6 Communications and Monitoring

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The Contractor must identify a supervisor and/or team leader who shall be equipped with a cellular phone and be available to take all calls from the NCC during Business Hours and any time when Work is taking place.

The Contractor will supply cell phones and walkie-talkies as necessary in order to facilitate communication between the Contractors team leader and other members of his staff during operations on the RCS.

The Contractor will allow the NCC, its officers and agents, to inspect and monitor the Work being performed at all times.

##### 9.6.1 Contract Management Officer (CMO)

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The NCC shall provide a Contract Management Officer (CMO) for this Contract who shall be the Contractor's principal contact at the NCC. The CMO shall make random inspections to ensure that all Contractual obligations are met. The CMO shall inform the Contractor of his/her observations. A formal evaluation shall be conducted twice yearly by the NCC. The purpose of the evaluation is to identify areas of improvement.

## 9.7 Unresolved or Recurrent Issues

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In the case of any unresolved or recurrent issues, the NCC may at its own discretion record the matter on an unsatisfactory performance report (UPR). The Contractor shall respect and implement all recommendations indicated on the UPR to the full satisfaction of the NCC. For any unresolved or recurrent issues, the NCC may also wish to exercise its rights and remedies under the default clause – see 7.8.

The NCC reminds the Contractor of the importance of compliance with all of the performance standards associated with each of the required services outlined in the Contract.

The Contractor may submit to the NCC a written submission containing any information that the Contractor deems appropriate that the alleged failure or default is in no way the responsibility of the Contractor or of his representatives, of his employees, or of any subcontractor whom he has hired to perform Work.

## 9.8 Change of Dates

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The NCC may, at its sole discretion, change deadlines for any operational requirements which are contained in this Contract. The NCC shall notify the Contractor in advance of any changes of deadlines. The Contractor shall modify his/her work plan accordingly and then provide all operational services (the Work) respecting the revised deadlines as determined by the NCC.

## 9.9 Public Safety

---

The Contractor shall take all necessary precautions and/or measures to provide a safe RCS for the public. This includes ensuring that all Work, activities or operations undertaken by the Contractor to fulfil the obligations of this Contract are accomplished in a manner that does not compromise public safety. Furthermore, the Contractor shall secure any area within the RCS that might (or has) become a safety hazard. Any such incident shall be reported to the NCC in a timely fashion.

## 9.10 Damage Caused by Contractor

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The Contractor shall be responsible for any damages that he/she causes to NCC property. Any damage is to be reported immediately to the NCC on an occurrence report.

### 9.10.1 Deadlines

---

Repairs and replacements required as a result of damage caused by the Contractor shall be completed within 48 hours of the occurrence unless otherwise approved by the NCC. If not, the NCC shall conduct the repairs or Replacements at the Contractor's expense. In cases where the safety of the public is threatened (e.g. broken assets, etc.), the Contractor shall rectify the situation immediately.

## 9.11 Environmental Requirements

---

The Contractor shall comply with all relevant federal, provincial and municipal environmental legislation. The Contractor shall also comply with the additional environmental requirements as listed in NCC Environmental Guidelines (Appendix 6). In the event of a toxic spill the Contractor will immediately call the NCC Emergency Service (available 24 hours a day) at 613-239-5353.

## 9.12 Media Relations

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The Contractor shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC. The Contractor shall not allow for interviews and/or media events not related to NCC matters to take place on the RCS within the boundaries of this Contract without prior approval from the NCC.

### 9.13 Site Accessibility

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The Contractor must ensure that his/her staff follows all of the access guidelines printed on the vehicle access passes that will have been issued to him by the NCC.

### 9.14 Volunteers

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The contractor will not be permitted to recruit volunteers to complete the deliverables of this Contract.

## 10 Operational Requirements

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This section provides a detailed description of the operational requirements. Although certain inter-related tasks have been grouped together, such groupings may be arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the RFP and not necessarily to dictate the operational sequence of tasks.

### 10.1 Installation and Removal of Vehicle Ramps

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#### 10.1.1 Description

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There are two (2) vehicle access ramps that are to be installed and removed every season. One is located at the Concord rest area (CBD side) and one at the Fifth Ave rest area (QED side). Each ramp has 4 sections: 2 main ramps and 2 aprons. Pictures and illustrations of the ramps are provided in Appendix 10.

#### 10.1.2 Installation

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The installation takes place in mid-October, once Parks Canada has lowered water levels in the Canal. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

#### 10.1.3 Removal

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The removal of the ramps takes place in late April. For reasons of safety and in order to minimize impacts on traffic, the ramps are removed during Off-peak hours.

#### 10.1.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. If road closures are necessary as part of the operation(s), the Contractor must obtain all the necessary approvals in writing from the City of Ottawa and the NCC. Approval by the NCC and/or the City of Ottawa is neither implied nor implicit in this Contract.
5. Install and remove ramps as per the requirements of this Contract.
6. Ensure the swing gates at the top of each ramp are closed and locked and that the appropriate signage is installed on the gates.
7. Ensure the ramps are installed tight to the canal wall and level with the top of the coping of the canal wall. Each section of the ramp is to be fitted tightly to the next in order to avoid gaps.
8. Remove the ramps in reverse order of installation.
9. Ensure the Gravel pad on the canal bottom is level and spread out evenly every spring.

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10. Ensure the gravel at the bottom of the Dow's Lake ramp (which is a permanent ramp and not contained in this Contract) is spread out evenly every spring. Every fall, the gravel is to be reworked to allow for a smooth vehicle access to the ice surface.
11. Perform inspections and complete Predictive Maintenance reports per the requirements of section 11 of this Contract.

#### 10.1.5 NCC's Responsibilities

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1. Provide vehicle ramps.
2. Provide all necessary signage for gate closures.
3. Provide locks.
4. Review and approve the installation schedule.

#### 10.1.6 Typical Resources Required

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1. One crane, float and pick-up trucks, lifting cables, hardware, ladders, barricades and signage for road and pathway detours.
2. The necessary staff to perform the Work.
3. Cement blocks, wood, clamps, etc.

### 10.2 Installation and Removal of Ice Access Control Kiosks

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#### 10.2.1 Description

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The NCC controls access to the ice surface during the skating season. It does so by staffing vehicular access points during weekends and during other peak periods. In order to provide shelter for its staff, the NCC installs two (2) fibreglass kiosks at two separate locations; one at the 5<sup>th</sup> Avenue ramp and one at the Dows Lake ramp.

#### 10.2.2 Installation

---

Early to mid-January, or as directed by the NCC.

#### 10.2.3 Removal

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One week after the end of Winterlude (end of February), or as directed by the NCC.

#### 10.2.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport kiosks from the Woodroffe Warehouse to the three locations designated by the NCC.
5. Position the kiosk as per NCC's specific instructions.
6. Level the kiosks and ensure door opens and closes properly.
7. Clean the inside and the outside of each kiosk on the day of the installation.

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8. Perform inspections and complete Predictive Maintenance reports per the requirements of this Contract.

#### 10.2.5 NCC's Responsibilities

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1. Provide the kiosks.
2. Provide direction and/or site plans to clearly indicate the location of the kiosks.

#### 10.2.6 Typical Resources Required

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1. "Tilt-n-load" float or tow chain or crane.
2. The necessary staff to perform the Work.

### 10.3 Installation and Removal of Information Kiosks

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#### 10.3.1 Description

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During the three Winterlude weekends, the NCC provides tourist information and visitor services at two locations on the RCS. In order to offer this service and to shelter its employees, the NCC positions two (2) kiosks on the ice. The exact locations may vary from year to year and will be provided by the NCC prior to their installation. The kiosks weigh approximately one thousand eight hundred (1,800) pounds each and measure 70" x 96" x 98". The kiosks are built of aluminum and fibreglass on a metal frame.

#### 10.3.2 Installation

---

Early to mid-January, or as directed by the NCC.

#### 10.3.3 Removal

---

Immediately after the official closing of Winterlude, or as directed by the NCC.

#### 10.3.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport the kiosks from the Bayview facility and deliver them to the ice surface of the RCS.
5. Carefully slide (e.g. tilt and load, flatbed, float), lift (e.g. crane) or forklift (using 6' fork extensions) the kiosks from the transport vehicle onto the ice surface.
6. If using a crane, the roof signage must be protected by the Contractor in order to avoid any damage from the lifting straps and hardware.
7. Pull the kiosks using a 4x4 in order to position them at their final location on the ice.
8. Level the kiosks once on site.
9. Perform inspections and complete Predictive Maintenance reports per the requirements of section 11 of this Contract.

#### 10.3.5 NCC's Responsibilities

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1. Provide the kiosks.
2. Provide direction and/or site plans to clearly indicate the location of the kiosks.

### 10.3.6 Typical Resources Required

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1. “Tilt-n-load”, flatbed or float.
2. Tow chains and/or cables.
3. A crane may be required.
4. The necessary staff to perform the Work

## 10.4 Installation and Removal of Stairs

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### 10.4.1 Description

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There are approximately 32 stair units installed on the RCS each year. Stair units are configured as singles or doubles, depending on the access requirements of the particular location. In order to adapt to the varying heights at each location, stair units come in 10, 11, 12, 13 and 14 step units. See Appendix 1 for a detailed distribution list. Also refer to Appendix 3 for stair unit assembly details and specifications. Each stair unit rests on a Gravel pad. The exact location of stairs and RCS access points may vary slightly from year to year.

The weight of a completely assembled stair unit may vary by  $\pm 90$  kg (200 lbs.). The information below is provided as an example;

A typical 12 step unit weighs 545 kg (1,200 lbs.)

Individual guardrail assemblies weigh 50kg (110 lbs.)

- a double wide, 12 step unit complete with guardrails would weigh 1,290 kg (2,840 lbs.)
- 545 kg (one 12 step unit)  
545 kg (one 12 step unit)  
50 kg (outside railing)  
50 kg (inside railing)  
50 kg (inside railing)  
50 kg (outside railing)  
1,290 kg

### 10.4.2 Installation

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The installation takes place in mid-October, once Parks Canada has lowered water levels in the Canal. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

### 10.4.3 Removal

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The removal of the stairs & UA ramps must be completed prior to March 31st. For reasons of safety and in order to minimize impacts on traffic, the ramps are removed during Off-peak hours.

### 10.4.4 Contractor’s Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational

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requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.

3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Level gravel pads as necessary.
5. Install/remove 32 stair units as per the distribution list provided by the CMO. See Appendix 1 for example of a typical distribution list.
6. Use the lifting frame(s) supplied by the NCC to perform the Work. The Contractor to lift the stair unit as one piece with the railings attached.
7. Ensure all stairs are installed so that there is 2" to 3" of space between the ice-level waterline and the bottom of the lower landing frame, by carefully adjusting the removable legs provided (treads may not necessarily be exactly level:  $\pm 2^\circ$ ).
8. Removable, height-adjustable, socketing legs are provided in modular lengths for convenient stair installation and adjustment (Provide 12"x12" plywood pads for leg to rest on, where gravel is inadequate).
9. Install/remove one ground based stair extension at the Concord rest area (CBD). This small stair extension (refer to Appendix 12) is necessary to allow access from the street level, to the lower level path. This installation is unique and not necessary anywhere else on the RCS.
10. Ensure all stair units are solidly affixed to the canal wall coping, using the materials provided.
11. Install/remove the Dows Lake Pavilion hand rails (2) which are located at the top of the cement steps in front of the Dows Lake Pavilion. The hand rails are affixed using lag bolts which insert into existing shields in the concrete steps. Should the shields be unusable (i.e., plugged, stripped, etc.), it may be necessary for the Contractor to install new ones. If such were the case, the Contractor shall supply the staff and specialized tools to perform the Work. The NCC will supply the materials.
12. Once a staircase is installed, ensure it cannot be accessed by the public, by using the signage and materials provided by the NCC (e.g., metal swing gate, lock and chain, wooden barricade, etc.).
13. Once a staircase has been removed, ensure the canal railings or swing gates are properly closed and secured, using the material provided by the NCC.
14. Ensure all legs and materials used to level the stairs are removed from the canal bottom. Although most of this can be done as the staircases are being removed (prior to March 31<sup>st</sup>), some of the material may still be frozen in ice at the time of removal and therefore require the Contractor to send staff at a later date, once the ice has completely melted, usually in early to mid-April.
15. Perform inspections and complete Predictive Maintenance reports per the requirements of section 11 of this Contract.

#### 10.4.5 NCC's Responsibilities

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1. Provide the stairs.
2. Provide the removable legs that allow the adjustment of the lower landing of the stairs.
3. Provide the material required to secure the stairs to the coping of the Canal.
4. Provide the swing gates, chains, locks and barricades necessary to secure the access to the stairs once they have been installed.
5. Provide the regulator signage required at the top of each access point.

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#### 10.4.6 Typical Resources Required

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1. Specialized tools as required or dictated by the Work.
2. Crane(s), float(s) and pick-up truck(s), lifting cables & chains, span sets and shackles, ladders, barricades and signage for road and pathway detours.
3. The necessary staff to perform the Work.
4. Cement blocks, wood, clamps, etc.

### 10.5 Installation and Removal of Universal Access Ramps

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#### 10.5.1 Description

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The Rideau Canal Skateway is a universally accessible facility. Five (5) UA ramps are installed to allow mobility reduced patrons to access the ice surface and the services that are located there. See Appendix 1 for UA ramp locations. Also refer to Appendices 4, 8 and 9 for UA ramp assembly details and specifications. Each UA ramp rests on a Gravel pad.

The weight of individual UA ramp components can be referenced in Appendices 4 and 8.

#### 10.5.2 Installation

---

The installation takes place in mid-October, once Parks Canada has lowered water levels in the Canal. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

#### 10.5.3 Removal

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The base of the UA ramps is usually encased in ice. Therefore, the removal takes place once the ice has melted, generally the last Monday in April.

#### 10.5.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Level gravel pads and compact as necessary.
5. Install/remove five (5) UA ramps as per the distribution list provided by the CMO. See Appendix 1 for example of a typical distribution list.
6. Install the UA ramps to CSA guidelines, which stipulate the ramp slope must be between 12:1 and 15:1 ratio.
7. Ensure each section is handled with care during the installation and removal. The use of a spreader is mandatory in order to ensure guardrails are not damaged.
8. Supply and use cement blocks, shims and/or 2x4 to level the ramps.
9. Once a ramp is installed, ensure it cannot be accessed by the public, by using the signage and materials provided by the NCC (e.g., metal swing gate, lock and chain, wooden barricade, etc.).

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10. Once a ramp has been removed, ensure the canal railings or swing gates are properly closed and secured, using the material provided by the NCC.
11. Ensure all materials used to level the ramps are removed from the canal bottom.
12. Perform inspections and complete Predictive Maintenance reports per the requirements of section 11 of this Contract.
13. Ensure that access to ramps is prevented with gates or barricade and ensure that appropriate signage is installed at each access points while the Skateway is closed to the public (if signage is missing, install). From the time of installation of ramps in the fall, until their removal in the spring, locks are to be present on all access gates. Gates will be locked whenever Skateway is not open. Once ramps are removed, clamps are to be installed to close all gates.

#### 10.5.5 NCC's Responsibilities

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1. Provide the UA ramps.
2. Provide the bolts, washers and hardware required to assemble the ramps.  
Provide the swing gates, chains, locks and barricades necessary to secure the access to the UA ramps once they have been installed.
3. Provide the regulator signage required at the top of each access point.

#### 10.5.6 Typical Resources Required

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1. Crane(s), float(s) and pick-up truck(s), spreader(s), lifting cables & chains, span sets and shackles, ladders, barricades and signage for road and pathway detours.
2. The necessary staff to perform the Work.
3. Cement blocks, wood, clamps, etc.

### 10.6 Installation and Removal of Bridge Banners.

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#### 10.6.1 Description

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There are four (4) bridge banners to be installed and removed, at two (2) separate locations; Mackenzie King Bridge and Bronson Bridge. Each bridge banner has a frame made of aluminum box truss frame, over which a PVC or scrim banner is stretched. Each frame measures 2.75 m (9') x 12.2 m (40'). Banners are affixed to specialized brackets which are permanently installed on the upstream and downstream sides of the aforementioned bridges. See Appendix 14.

#### 10.6.2 Installation

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The installation typically takes place in early January, two weeks prior to the opening of the RCS, or as directed by the NCC.

#### 10.6.3 Removal

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The banners are removed as soon as possible after the official closing of the RCS, or as directed by the NCC.

#### 10.6.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installations. Once completed, the schedule must be reviewed and approved by the CMO.

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2. Prepare a detailed road closure plan. The plan must be approved by the City of Ottawa and the NCC, no later than two (2) weeks prior to the installation/removal of the banners.
3. Plan and execute the Work in a way that minimizes the impact on traffic, residents and pedestrians. Where dictated by safety concerns or operational requirements, traffic and pedestrians are to be re-directed or detoured as required.
4. Provide the staff and all equipment necessary to secure the work site and execute the road closures e.g. barricades, cones, stop signs, caution tape, etc.
5. Prior to their transport and installation, ensure the banners are securely affixed to the aluminum frame. The Contractors will be asked to re-install or re-fasten at his cost any elements that have been compromised because the fasteners have broken or come apart.
6. Ensure that all cable ties and rope ends are cut and not visible from the front of any structures. The Contractor will ensure the cleanliness of all installations by removing any loose dirt and dust with a damp cloth and a mild soap. The contractor must pick up all debris caused by the installation/removal of the elements (i.e. cable tie ends, rope, etc.).

#### 10.6.5 NCC's Responsibilities

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1. Provide the bridge banner frames.
2. Provide the bridge banners.
3. Ensure the integrity and functionality of the bridge banner supports.

#### 10.6.6 Typical resources required

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1. Crane(s), float(s) and pick-up truck(s), lifting cables & chains, span sets and shackles, barricades and signage for road and pathway detours and closures.
2. The necessary staff to perform the Work.

### 10.7 Installation and Removal of Chalets Facility Access Ramps.

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#### 10.7.1 Description

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The RCS Chalets facilities are universally accessible. Each facility is fitted with a series of interlocking platforms which, when assembled and installed, allow patron to access the facilities from the ice surface. See Appendix 1 for Chalets distribution and Appendix 15 for photos of the ramps.

#### 10.7.2 Installation

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The installation takes place during the week prior to the opening of the RCS, or as directed by the NCC.

#### 10.7.3 Removal

---

The removal of the ramps occurs during the week immediately after the official closing of the RCS season or, as directed by the NCC.

#### 10.7.4 Contractor's Responsibilities

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1. Transport, handle and install/remove the ramps necessary at each of the NCC's Chalets facilities.
2. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

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### 10.7.5 NCC's Responsibilities

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1. Provide the ramps.

### 10.7.6 Typical Resources Required

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1. Float(s) and/or pick-up truck(s).
2. Small tools, pry bars, etc.
3. The necessary staff to perform the Work.

## 10.8 Installation and Removal of 5<sup>th</sup> Avenue Facility Access Ramps.

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### 10.8.1 Description

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The 5<sup>th</sup> Avenue washroom facility is contained in a trailer specifically outfitted for this purpose. The access ramp and stairs for this facility are unique and not like the ramps described elsewhere in the Contract. The ramp and stairs rest on adjustable screw jacks (to level) directly on the ice surface. Please refer to Appendix 15 for photos of the ramp. The installation of this ramp requires the use of a crane and is similar in scope to the installation of the Dows and Rideau ramps.

### 10.8.2 Installation

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The installation takes place during the week prior to the opening of the RCS, or as directed by the NCC.

### 10.8.3 Removal

---

The removal of the ramps occurs during the week immediately after the official closing of the RCS season or, as directed by the NCC.

### 10.8.4 Contractor's Responsibilities

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1. Prepare a detailed installation schedule clearly showing the sequence and timing of the installation. Once completed, the schedule must be reviewed and approved by the CMO.
2. Plan and execute the Work in a way that minimizes the impact on traffic, residents and recreational pathway users. Where dictated by safety concerns or operational requirements, traffic and pedestrians can be re-directed or detoured for short periods of time.
3. Provide the staff and all equipment necessary to secure the work site e.g. barricades, cones, stop signs, caution tape, etc.
4. Transport the necessary Components from the Woodroffe Warehouse to the location designated by the NCC.
5. Perform inspections and complete Predictive Maintenance reports per the requirements of this Contract.

### 10.8.5 NCC's Responsibilities

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1. Provide the ramp and stair Components.

### 10.8.6 Typical Resources Required

---

1. Crane(s), float(s) and pick-up truck(s), lifting cables & chains, span sets and shackles, barricades and signage for road and pathway detours and closures.

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2. The necessary staff to perform the Work.

## 10.9 Installation and Removal First Aid trailer access Ramps.

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### 10.9.1 Description

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The platforms rest on adjustable screw jacks (to level) directly on the ice surface. Please refer to Appendix 15 for photographs.

### 10.9.2 Installation

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The installation takes place in early November, or as directed by the NCC.

### 10.9.3 Removal

---

The removal of the ramps occurs in April, once the ice has thawed sufficiently to allow their removal. Or as directed by the NCC.

### 10.9.4 Contractor's Responsibilities

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1. Transport, handle and install/remove two (2) ramps, one at each of the entrances to the First Aid trailer.
2. Perform inspections and complete Predictive Maintenance reports per the requirements of section 6 of this Contract.

### 10.9.5 NCC's Responsibilities

---

1. Provide the ramps.

### 10.9.6 Typical Resources Required

---

1. Float(s) and/or pick-up truck(s).
2. Small tools, pry bars, etc.
3. The necessary staff to perform the Work.

## **11 Administrative and Operational Reports**

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The following section describes all administrative, financial and operational reporting requirements of this Contract. The Contractor must prepare and deliver the reports indicated below, on the dates specified. All reports shall be electronically mailed to the NCC on or before their respective deadline. The Contractor shall be required to make corrections or prepare a new report in cases where the initial report does not meet NCC requirements. The Contractor shall have an extension of the (10) Business Days after the deadline to provide a revised or new report satisfactory to the NCC. The following is a list and brief description of the reports that are required:

### **11.1 Predictive Maintenance Reports**

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Predictive Maintenance reports must be completed for the following Components: stairs, UA ramps, vehicle ramps and kiosks. Decisions about maintenance, decommissioning and lifecycle replacement will be made by the NCC based on the fieldwork and reports submitted by the Contractor. The reports are to be co-signed by the Contractor and the NCC. All reports are to be submitted to the CMO on or before April 15<sup>th</sup> of each Contract year. The Contractor is to use Unaided Testing and Condition Based Monitoring techniques (see definitions) in order to assess the condition of the Components and their constituent parts.

Each Component is to be assessed and given a rating of 1 to 5. A rating of 1 indicates all or part of the Component needs to be replaced and a rating of 5 indicates it is like new. Pictures are to accompany the reports, where and when these are necessary or helpful. See Appendix 7.

### **11.2 Occurrence Report**

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The occurrence report (see Appendix 5) is to be submitted by the Contractor for situations that may affect the overall health and safety of staff and patrons on the RCS (e.g. injuries, accidents, etc.). Occurrence reports must be forwarded preferably by electronic mail (e-mail) to the NCC within 24 hours of the observation.

The response to an incident report will require some judgment on the part of the Contractor. When deemed significant, they will be prioritized in the following order: public safety, environmental impacts, publicly visible areas, and other sites. When in doubt the Contractor should consult with the NCC.

### **11.3 Unsatisfactory Performance Report**

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The unsatisfactory performance report is to be commented on by the Contractor each time the NCC completes one for any work included in the Contract that has not been provided or has been provided in an unsatisfactory manner.

### **11.4 Carbon Footprint**

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At the end of each season, the Contractor must provide the NCC with details of its contract-related activities that contribute to the carbon footprint of the RCS. These data include, but may not be limited to, the following: types of vehicles and total fuel consumed for activities related to the Contract.

### **11.5 Operational Schedules**

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The Contractor must prepare and submit detailed operational schedules for approval by the NCC. The schedules must contain information that clearly communicates to the NCC the sequence and timing of

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the services being delivered by the Contractor. The information must be presented in a format that allows its distribution internally (NCC) and externally (City of Ottawa, other NCC contractors, Ottawa Police, etc.).