

INVITATION TO TENDER

Tender / Contract Form

Rideau Canal Skateway - The Installation and Removal of Stairs and Access Ramps

NCC TENDER FILE #:

AL1752

<p>ADDRESS INQUIRIES TO: Allan Lapensee, Sr. Contract Officer (613) 239-5678 extension 5051 Allan.lapensee@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: September 5, 2018 at 3:00pm EDT</p>	
<p>RETURN ORIGINAL Submit tender on this tender / contract form and return to:</p>	<p>→ Procurement Services National Capital Commission 40 Elgin Street 2nd Floor Security Office Ottawa, ON K1P 1C7 Reference NCC tender file # AL1752</p>
<p>DESCRIPTION OF SERVICES: Rideau Canal Skateway - The Installation and Removal of Stairs and Access Ramps</p>	<p>LOCATION: Canada`s Capital Region Rideau Canal Skateway Ottawa, ON</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 Statement of Work, terms and conditions, **for the all-inclusive lump sum and/or unit price(s) as set out in section III herein.**

II. GENERAL AGREEMENT The Contractor agrees:

1. To begin work as soon as the contract is signed until May 30, 2022.
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 \$ 25,000.**
 - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond will be requested for each at 25% of the bid amount excluding taxes, or, "Cash" in the amount of \$ 50,000.**
3. that this Offer and Agreement, together with the Statement of Work, 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 60 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:

The Bidder agrees that :

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.
- (b) the Price per Unit and the Estimated Total Price must be entered for each item listed;
- (c) the Price per Unit as tender governs in calculating the Total Estimated Amount, and any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices shall be corrected by the NCC in order to obtain the Total Estimated Amount; and
- (d) the following table is the Unit Price Table for the purposes of the tender and the Contract:

Tasks	TABLE 1 - FIXED YEARLY TASKS	UOM	QTY	OCT 2018 TO MAY 2019	OCT 2019 TO MAY 2020	OCT 2020 TO MAY 2021	OCT 2021 TO MAY 2022	
				A	B	C	D	E = A + B + C + D
				Lump sum fees for year 1	Lump sum fees for year 2	Lump sum fees for year 3	Lump sum fees for year 4	TOTALS
4.1	Installation and removal of vehicle ramps	lump sum	N/A					
4.2	Installation and removal of ice access kiosks	lump sum	N/A					
4.3	Installation and removal of information kiosks	lump sum	N/A					
4.4	Installation and removal of stairs	lump sum	N/A					
4.5	Installation and removal of universal access (UA) ramps	lump sum	N/A					
4.6	Installation and removal of bridge banners	lump sum	N/A					
4.7	Installation and removal of Chalets facility access ramps	lump sum	N/A					
4.8	Installation and removal of 5th Ave. facility access ramps	lump sum	N/A					
4.9	Installation and removal of first aid trailer access ramps and storage box	lump sum	N/A					

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5.1	Predictive maintenance reports	lump sum	N/A						
TABLE 1 SUB-TOTALS									

				OCT 2018 TO MAY 2019		OCT 2019 TO MAY 2020		OCT 2020 TO MAY 2021		OCT 2021 TO MAY 2022			
		A	B	C = A x B	D	E = A x D	F	G = A x F	H	I = A x H	J = C + E + G + I		
	TABLE 2 - AS NEEDED AND REQUESTED BY NCC. HOURLY RATE x ESTIMATED HOURS	UOM	EST. QTY FROM OCT. TO MAY	Unit rates for year 1	SUB-TOTALS	Unit rates for year 2	SUB-TOTALS	Unit rates for year 3	SUB-TOTALS	Unit rates for year 4	SUB-TOTALS	TOTALS	
1	1 person with vehicle, tools and equipment	hours	30										
2	2 person crew with vehicle, tools and equipment	hours	30										
3	3 person crew with vehicle, tools and equipment	hours	30										
4	Portable welder and appropriate tools	hours	20										
TABLE 2 SUB-TOTALS													
SUM OF TABLE 1 & TABLE 2 SUB-TOTALS													
13% HST ON SUM OF TABLE 1 AND TABLE 2 SUB-TOTALS													
TOTAL (SUM OF TABLE 1 & TABLE 2 SUB-TOTALS + 13% HST)													

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

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IV. INVOICING

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

V. ENQUIRIES

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 ten (10) 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. SECURITY REQUIREMENTS

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

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

VII. 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 _____, 2018

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE
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INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

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

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

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

OR

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

OR

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

OR

- iv) Cash

3. Upon notification of acceptance of tender :

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

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

8. Insurance

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

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

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

9. Applications for Approval Certificates

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

BID BOND

Bond Number _____

Amount \$ 25,000

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. upon notification of acceptance of tender, furnish a Performance Bond and a Payment of Labour and Material Bond for each at 25% of the bid amount excluding taxes, or, "Cash" in the amount of \$ 50,000 or other security acceptable to the NCC;
- (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.

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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

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

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

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/> Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/> Contract for goods only / Contrat de biens seulement <input type="checkbox"/>			
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

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

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

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

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

Questions: Sylvie Monette, Accounts Payable Supervisor
(613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

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

2. Assignment and Subcontracting

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

3. Members of The House of Commons

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

4. Indemnification

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

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. Permits and By-Laws

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

7. Canadian Labour and Materials

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

8. Publicity

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

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

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

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

12. Claims Against and Obligations of the Contractor or Subcontractor

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

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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

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

GENERAL CONDITIONS

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

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

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

15. Changes in soil conditions, National Capital Commission delays

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

16. Protesting Project Manager/Officer's Decision

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

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

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

18. Security Deposit

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

19. No Additional Payment

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

GENERAL CONDITIONS

20. Determination of Costs

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

21. Records to be Kept by Contractor

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

22. Extension of Time

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

23. Cleaning of Work

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

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

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

GENERAL CONDITIONS

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

26. Correction of defects

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

GENERAL CONDITIONS

27. **Liability Insurance**

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

27.1 Rigger`s Liability Insurance

1. The Contractor must obtain Rigger's Liability Insurance, in an amount usual for a contract of this nature, but for not less than \$ 100,000 Cdn per accident or occurrence and in the annual aggregate. The Contractor's Riggers Liability Insurance must provide coverage for loss or damage to all NCC Property under its care, custody or control, and must be maintained in force throughout the duration of the Contract. The NCC Property must be insured on "Replacement Cost(new)" basis. The Contractor must notify NCC promptly about any losses or damages to NCC Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Rigger's Liability Insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: NCC as its interest may appear or as it may direct, for loss or damage to NCC property in the Contractor's care, custody or control.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against NCC for any and all loss of or damage to the property however caused.

28. **Workers Compensation**

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

Occupational Health and Safety Requirements

1. General

- 1.1** In this Contract “OHS” means “occupational health and safety”.
- 1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
 - 1.3.2 safety of property on site;
 - 1.3.3 protection of persons adjacent to the site; and,
 - 1.3.4 protection of the environment.
- 1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
 - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
 - (c) Applicable provisions of the *Canada Labour Code, Part II*;
 - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
 - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.

The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.

- 1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

SECURITY REQUIREMENTS

Security Requirements

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

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

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

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

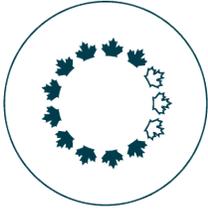
References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Rideau Canal Skateway

*The Installation and Removal of
Stairs and Access Ramps*

Statement of Work

July 2018

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Appendix 15	Chalets facility access ramps

1 Purpose

The National Capital Commission is proceeding with an invitation to 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.

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 4 of the Contract.
- To supply qualified personnel as required in order executing the Work contained herein.
- To supply equipment, vehicles, materials and specialized tools as required by the tasks described herein.
- To provide detailed Predictive Maintenance reports as per section 5.
- To provide Predictive, Preventive and Reactive Maintenance services as requested and approved by the NCC.

1.1 Term of Contract

This Contract is for a four (4) Year Term commencing on signing of the Contract and ending on May 30th, 2022.

1.2 Contract Boundaries

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 warehouse at Woodroffe is within the boundaries of this Contract.

2 Context

2.1 National Capital Commission

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

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

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opening of the RCS can be announced. This Committee continuously monitors ice conditions throughout the skating season and during special events.

3 Definitions and Typical Requirements

This section contains the definitions and typical requirements of this Contract.

3.1 Definitions

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.

“Business Day” means Monday to Friday inclusive, except statutory holidays in the Province of Ontario. 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 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:

- 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

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requirements, with or without force of law, as they may be amended or replaced from time to time.

“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.

“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 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

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“**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.

“**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.

“**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 May 30th. ~~For every year thereafter, a period of twelve consecutive months, from April 1st of one calendar year to March 31st in the next calendar year.~~

3.2 Governing Laws and Forum

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).

3.3 Currency

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

3.4 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.

3.5 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.

3.6 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

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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.

3.7 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.

3.8 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.

3.9 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.

3.10 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 (Reliability level) of that person before he is given access to any site included in this Contract. See more related information in the attachment entitled 'Security Requirements'.

3.11 Maintenance of Office & Records

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.

3.12 Notice

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

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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.

3.13 Unresolved or Recurrent Issues

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 1.1.

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, in which case the NCC may rescind the penalty.

3.14 Laws, Regulations, By-Laws

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

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accomplished to meet the requirements of this Contract is in accordance with the latest of the applicable codes and standards.

3.15 Art of Trade and Certification

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.

3.16 Hours of Work

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.

3.17 Road Closures

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.

3.18 Vehicles

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 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.

3.19 Assets

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).

3.20 Communications and Monitoring

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

3.20.1 Contract Management Officer (CMO)

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.

3.21 Change of Dates

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.

3.22 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. The Contractor must also adhere to all Occupational Health & Safety requirements. Refer to the OH&S attachment for additional information.

3.23 Damage Caused by Contractor

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.

3.23.1 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.

3.24 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.

3.25 Media Relations

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.

3.26 Site Accessibility

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.

3.27 Volunteers

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

4 Operational Requirements

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 solicitation and not necessarily to dictate the operational sequence of tasks.

4.1 Installation and Removal of Vehicle Ramps

4.1.1 Description

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.

4.1.2 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. The leveling of these ramps may be required.

4.1.3 Removal

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.

4.1.4 Contractor's Responsibilities

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.

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 5 of this Contract.

4.1.5 NCC's Responsibilities

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

4.1.6 Typical Resources Required

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.

4.2 Installation and Removal of Control Kiosks

4.2.1 Description

The NCC controls access to the ice surface and to the Bronson parking 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 (3) wooden kiosks at three separate locations; one at the 5th Avenue ramp, one at the Dows Lake ramp and one in the Bronson parking lot.

4.2.2 Installation

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

4.2.3 Removal

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

4.2.4 Contractor's Responsibilities

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.

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

4.2.5 NCC's Responsibilities

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

4.2.6 Typical Resources Required

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

4.3 Installation and Removal of Information Kiosks

4.3.1 Description

During the three Winterlude weekends, the Canadian Heritage (Winterlude) 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.

4.3.2 Installation

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

4.3.3 Removal

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

4.3.4 Contractor's Responsibilities

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. Upon ice conditions, 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 5 of this Contract.

4.3.5 NCC's Responsibilities

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

4.3.6 Typical Resources Required

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

4.4 Installation and Removal of Stairs

4.4.1 Description

Stairs can be installed and removed by crews working from the ice surface, or from land by using ground-based lifting equipment (crane). There are approximately 47 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 ± 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

4.4.2 Installation

The installation can take place anytime between mid-October and the opening of the skating season. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

4.4.3 Removal

The removal of the stairs 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.

4.4.4 Contractor's Responsibilities

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 as necessary.
5. Install/remove 47 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 or concrete 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 rail (1) which is 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 31st), 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 5 of this Contract.

4.4.5 NCC's Responsibilities

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.

4.4.6 Typical Resources Required

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.

4.5 Installation and Removal of Universal Access Ramps

4.5.1 Description

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

4.5.2 Installation

The installation can take place anytime between in mid-October (after Parks Canada has lowered water levels in the Canal) and the opening of the skating season. For reasons of safety and in order to minimize impacts on traffic, the ramps are installed during Off-peak hours.

4.5.3 Removal

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.

4.5.4 Contractor's Responsibilities

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.).
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 5 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.

4.5.5 NCC's Responsibilities

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.

4.5.6 Typical Resources Required

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.

4.6 Installation and Removal of Bridge Banners.

4.6.1 Description

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.

4.6.2 Installation

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

4.6.3 Removal

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

4.6.4 Contractor's Responsibilities

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. 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.).

4.6.5 NCC's Responsibilities

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

4.6.6 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.
2. The necessary staff to perform the Work.

4.7 Installation and Removal of Chalet's Facility Access Ramps.

4.7.1 Description

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.

4.7.2 Installation

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

4.7.3 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.

4.7.4 Contractor's Responsibilities

1. Before installation, manually and/or mechanically level the ice surface on which the ramps will rest.
2. Transport, handle and install/remove the ramps necessary at each of the NCC's Chalets facilities.
3. Perform inspections and complete Predictive Maintenance reports per the requirements of section 5 of this Contract.

4.7.5 NCC's Responsibilities

1. Provide the ramps.

4.7.6 Typical Resources Required

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

4.8 Installation and Removal of 5th Avenue’s Facility Access Ramps.

4.8.1 Description

The 5th 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.

4.8.2 Installation

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

4.8.3 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.

4.8.4 Contractor’s Responsibilities

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.

4.8.5 NCC’s Responsibilities

1. Provide the ramp and stair Components.

4.8.6 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.
2. The necessary staff to perform the Work.

4.9 Installation and Removal First Aid trailer access Ramps and Storage Box.

4.9.1 Description

The platforms rest on adjustable screw jacks (to level) directly on the ice surface. The storage box measures 140 cm x 305 cm x 190 cm and weighs approximately 680 kg (1,500 lbs).

4.9.2 Installation

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

4.9.3 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.

4.9.4 Contractor's Responsibilities

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

4.9.5 NCC's Responsibilities

1. Provide the ramps and the storage box.

4.9.6 Typical Resources Required

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

5 Administrative and Operational Reports

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:

5.1 Predictive Maintenance Reports

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 15th 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.

5.2 Occurrence Report

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.

5.3 Unsatisfactory Performance Report

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.

5.4 Carbon Footprint

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.

5.5 Operational Schedules

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 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.).

6 As needed ‘Reactive Services’ requested by the NCC (table 2)

In table 2 of the Tender Form, the NCC intends to allocate certain estimated hours per year at the submitted rates for unforeseen additional work (reactive services) that may arise throughout the term of the contract. NCC’s CMO must request and approve the hours performed for the additional work per year prior to commencing the additional work. Once the additional services are approved and performed, the Contractor may invoice (table 2 to be invoiced once a month) to Accounts Payable (payables@ncc-ccn.ca). The ‘estimated quantities’ used in table 2 are for bid evaluation purposes only and do not constitute a commitment by the NCC. Only quantities approved by the CMO and performed by the Contractor (and not to exceed the NCC approved quantities) will be paid.