

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

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:

**AL1773**

<p><b>ADDRESS INQUIRIES TO:</b>          Allan Lapensee, Sr. Contract Officer          (613) 239-5678 extension 5051  <a href="mailto:Allan.lapensee@ncc-ccn.ca">Allan.lapensee@ncc-ccn.ca</a></p>	<p><b>CONTRACT NO.:</b> (NCC use only)</p>
<p><b>BID CLOSING DEADLINE:</b>           October 23, 2018 at 3:00pm EDT</p>	
<p><b>RETURN TO:</b></p>	<p>→ <b>Procurement Services</b>  <b>National Capital Commission</b>  <b>40 Elgin Street</b>  <b>2<sup>nd</sup> Floor Security Office</b>  <b>Ottawa, ON</b>  <b>K1P 1C7</b>  <b>Reference NCC tender file # AL1773</b></p>
<p><b>DESCRIPTION OF SERVICES:</b>          Rideau Canal Skateway – First Aid Services</p>	<p><b>LOCATION:</b>          Canada`s Capital Region          Rideau Canal Skateway          Ottawa, ON</p>

# INVITATION TO TENDER

## Tender / Contract Form

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:

**AL1773**

### 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 31, 2023.
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 \$ 20,000.**
  - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond will be requested for each at 20% of the bid amount excluding taxes, or, "Cash" in the amount of \$ 40,000.**
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.

# INVITATION TO TENDER

## Tender / Contract Form

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #: **AL1773**

### 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:

		OCT 2018 TO MAY 2019		OCT 2019 TO MAY 2020		OCT 2020 TO MAY 2021		OCT 2021 TO MAY 2022		OCT 2022 TO MAY 2023				
		A	B	C = A x B	D	E = A x D	F	G = A x F	H	I = A x H	J	K = A x J	L = C + E + G + I + K	
		UOM	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	Unit rates for year 5	SUB-TOTALS	5 YR TOTALS
1	Contract management	lump sum	1											
2	Supervisor - typical weekdays (Monday to Thursday)	hours	484											
3	Patrol - typical weekdays (Monday to Thursday)	hours	1936											
4	Supervisor - typical weekend (Friday, Saturday & Sunday)	hours	403											



# INVITATION TO TENDER

## Tender / Contract Form

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:

**AL1773**

5	Patrols - typical weekend (Friday, Saturday & Sunday)	hours	1372										
6	Supervisor - typical Winterlude weekend Friday, Saturday & Sunday)	hours	117										
7	Patrols - typical Winterlude weekend (Friday, Saturday & Sunday)	hours	798										
8	Supervisor - Family Day (a Monday)	hours	11										
9	Patrols - Family Day (a Monday)	hours	86										
10	Skateway counter management	lump sum	1										
<b>SUB-TOTALS</b>													
<b>13% HST ON SUB-TOTALS</b>													
<b>TOTAL ESTIMATED AMOUNTS</b>													

**Basis of award will be the bidder who meets all of the terms and conditions including mandatory company experience, 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.**



# INVITATION TO TENDER

## Tender / Contract Form

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:

**AL1773**

## INVITATION TO TENDER

### Tender / Contract Form

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:

**AL1773**

#### V. INVOICING

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

#### VI. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than 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.

**INVITATION TO TENDER**  
**Tender / Contract Form**  
 Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #: **AL1773**

**VII. SECURITY REQUIREMENTS**

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

<p><b>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).</b></p>	
Name and address of Contractor :       Tel-Tél:  Fax-Télécopieur:  E-mail:	Signature(s)       Title:  Date:

*Accepted & executed on behalf of the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2018*

<b>COMMISSION USE ONLY</b> <b>NCC SIGNATURE ONLY</b>	<b>TITLE</b>
---	--------------



# BID BOND

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

Amount \$ 20,000

**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 20% of the bid amount excluding taxes, or, "Cash" in the amount of \$ 40,000 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) -	<b>OR / OU</b>	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](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit payment information**

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

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](mailto:sylvie.monette@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt direct**

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

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.

---

## INSTRUCTIONS TO TENDERERS

---

### 1. Address

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

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

### 4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

### 5. Security Requirements

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

---

## 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.

## 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 Chief Executive Officer and/or Executive Director 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 National Capital 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. 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.

### 4. 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**

---

### **5. 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.

### **6. 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.

### **7. 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.

### **8. 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.

### **9. 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

---

### 10. 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.

### 11. 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.

### 12. 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 sub-section 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

---

### **13. 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 National Capital 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.

### **14. 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.

### **15. 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**

---

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

1. The National Capital 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 National Capital 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 National Capital Commission suspends the work for a period in excess of 30 days the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital 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 National Capital 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.

### **17. 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.

### **18. 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

---

## **GENERAL CONDITIONS**

---

Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

### **19. 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.

### **20. 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 National Capital 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 National Capital 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.

### **21. Extension of Time**

The National Capital 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 National Capital Commission such delay was due to causes beyond the control of the Contractor.

### **22. 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

---

### **23. 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.

### **24. 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.

### **25. 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**

---

### **26. 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 National Capital 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 National Capital 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 National Capital Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The National Capital Commission reserves the right to cancel the contract if the National Capital Commission does not receive the said certificate in which event the contract shall be null and void.

### **27. 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.

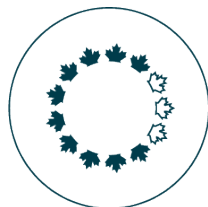
### References

[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*

---

### *First Aid Services*

---

Statement of Work

TABLE OF CONTENTS

**Section 1 — Introduction**

1.0 Object and conditions..... 4  
1.1 Summary of work ..... 4  
1.2 National Capital Commission..... 4  
1.3 Rideau Canal Skateway..... 4

**Section 2 — Service Requirements**

2.0 General information..... 5  
2.1 Contractor’s Obligations ..... 6  
    2.1.1 General information..... 6  
    2.1.2 Supervisors and patrols..... 6  
    2.1.3 Schedules and rappers..... 7  
    2.1.4 Meetings..... 7  
    2.1.5 Equipment..... 8  
    2.1.6 Counters..... 8  
2.2 Obligations de la NCC..... 9

**Section 3 — Standard Conditions**

3.0 Introduction..... 10  
3.1 Work standards ..... 10  
3.2 Security..... 10  
3.3 Employees..... 10  
    3.3.1 General information..... 10  
    3.3.2 Bilingualism ..... 11  
    3.3.3 Experience..... 11  
    3.3.4 Orientation..... 11  
    3.3.5 Substitute employees ..... 11  
    3.3.6 Recruitment..... 11  
3.4 Media relations ..... 11  
3.5 Sales prohibition ..... 12  
3.6 Support..... 12  
3.7 Alterations..... 12  
3.8 Reports..... 12  
    3.8.1 Insurance certificate ..... 12  
    3.8.2 WHIS certificate ..... 12  
    3.8.3 Incident report ..... 12  
    3.8.4 Unsatisfactory performance report ..... 13  
    3.8.5 Security clearance ..... 13  
    3.8.6 Overtime ..... 13  
    3.8.7 Accident report ..... 13  
    3.8.8 Other reports ..... 13



**TABLE OF CONTENTS**

**Section 4 — General Conditions**

4.0 Definitions..... 14

4.1 Contractor’s obligations ..... 15

    4.1.1 Payment schedule ..... 15

    4.1.2 Sponsorship, communications and marketing..... 15

APPENDIX A — Skateway Map..... 18

APPENDIX B — Skateway Work Environment..... 19

APPENDIX C — Accident Report..... 20

APPENDIX D — Instructions Concerning Final Evaluation Report..... 21

## Section 1 — Introduction

### Object and conditions

The National Capital Commission (NCC) is seeking a Contractor capable of providing first aid services on the Rideau Canal Skateway. The contract is for five (5) years (five winter skating seasons) commencing on the contract award date until May 31, 2023.

### 1.1 Summary of work

The Contractor shall provide the NCC with certified first aid attendant patrol services and the equipment needed to ensure skater safety on the Rideau Canal Skateway. Patrols shall administer first aid to visitors in need. The skating season usually begins in mid-December and ends in about mid-March, lasting 40 to 50 days on average. On skating days, a supervisor and patrols must be present seven days a week, from late morning to the end of the evening. The Contractor shall also mark with fluorescent paint all flooding holes made in the ice for night maintenance.

The Contractor shall also install counters, take daily readings and compile readings into a report for submission to the NCC.

### 1.2 National Capital Commission

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada whose mission is to ensure that Canada's Capital Region is a source of national pride and significance to Canadians. Among its activities, the NCC is responsible for Rideau Canal Skateway programming and related property management and maintenance.

### 1.3 Rideau Canal Skateway

Each winter, a portion of the Rideau Canal transforms into a natural skating surface 7.8 kilometers long (165,621 square metres) starting in downtown Ottawa and ending at Hartwells Lockstation, near Carleton University. The Skateway attracts an average of 900,000 visitors per skating season. The NCC has full authority to determine when the skating season starts and ends, based on weather conditions, ice conditions and public safety considerations. The Skateway includes 40 points of entry (32 stairways, 5 universal access ramps and 3 vehicle ramps), service counters and rest areas. Ice maintenance and flooding operations usually occur at night. Sweeping and snow removal are done during the day to ensure that the skating surface remains smooth and clear. Snow removal is continual during storms. The NCC uses a flag system to indicate skating conditions. A green flag means moderate to good conditions. A red flag means that conditions are unsafe and the Skateway is closed. An interactive map of ice conditions is available on the NCC website and provides real-time information on Skateway conditions. During the first three weekends in February, the Skateway hosts Winterlude. Organized by the Department of Canadian Heritage, this annual winter celebration significantly increases the number of visitors to the Canal.

---

## SECTION 2 — SERVICE REQUIREMENTS

### 2.0 General

The Contractor must provide certified medical first responders as patrols who supervise skater behaviour and movement, administer first aid and observe and report potentially hazardous conditions. These services must be delivered on the Rideau Canal Skateway, seven days a week for the entire skating season.

The Contractor shall install, maintain and take readings from counters and compile such readings into a bi-monthly report for submission to the NCC.

The Contractor shall provide the above-mentioned services within the area specified in APPENDIX A. The Skateway is divided into four patrol areas:

- National Arts Centre to Concord Street
- Concord Street at Fifth Avenue, including Patterson Creek
- Fifth Avenue to Bronson Avenue
- Bronson Avenue to Hartwells Lockstation and Dows Lake.

The Contractor shall provide the number of qualified Staff required, including the necessary certifications, in accordance with NCC requirements and the standard schedule specified below and in Table 1. Employees are required to report for work according to whether or not the Skateway is open. The standard schedule proposed below is subject to change and is provided for illustrative purposes only:

Monday to Thursday: 10:00 a.m. to 8:00 p.m.

Friday, Saturday and Sunday: 9:00 a.m. to 9:00 p.m.

During the three (3) weekends of Winterlude, the schedule remains the same but the number of Staff assigned on Friday, Saturday and Sunday should be sufficient to meet the higher number of skaters. The same applies on Family Day (last Monday in February).

**STATEMENT OF WORK**

**SECTION 2 — SERVICE REQUIREMENTS**

The Contractor shall also provide the types and number of qualified Staff based on the following schedule in Table 1.

Table 1:

	Regular schedule								Winterlude (3 weekends)									Family day		
	Monday to Thursdays		Friday		Saturday		Sunday		Friday			Saturday			Sunday			Monday		
9 a.m.			1	4	1	4	1	4	1	4		1	6		1	6				
10 a.m.	1	4	1	4	1	4	1	4	1	4		1	6		1	6		1	6	
11 a.m.	1	4	1	4	1	4	1	4	1	4		1	6		1	6		1	6	
Noon	1	4	1	4	1	4	1	4	1	4		1	6		1	6		1	6	
1 p.m.	1	4	1	4	1	4	1	10	1	10	1	6	1	1	12	1	1	12	1	1
2 p.m.	1	4	1	4	1	4	1	10	1	10	1	6	1	1	12	1	1	12	1	1
3 p.m.	1	4	1	4	1	4	1	8	1	8	1	6	1	1	10	1	1	10	1	1
4 p.m.	1	4	1	4	1	4	1	8	1	8	1	6	1	1	10	1	1	10	1	1
5 p.m.	1	4	1	4	1	4	1	4	1	4	1	6		1	6		1	6		
6 p.m.	1	4	1	4	1	4	1	4	1	4	1	6		1	6		1	6		
7 p.m.	1	4	1	4	1	4	1	4	1	4	1	6		1	6		1	6		
8 p.m.	1	4	1	4	1	4	1	4	1	4	1	6		1	6		1	6		
9 p.m.			1	4	1	4	1	4	1	4	1	6		1	6		1	6		
10 p.m.																				

- Supervisor
- Patrollers
- Patrollers at the trailer for walk-ins

General information concerning the employee schedule:

- Patrols work in teams of two and, depending on ice conditions, day of the week and crowd size, they may be required to patrol the four Skateway areas mentioned above.
- During Winterlude, the patrol assigned to the trailer is responsible for administering first aid directly at the trailer on a walk-in basis, thus freeing up the supervisor to manage operations.
- On Saturday and Sunday, two patrols shall be assigned to escort the parade of machinery required for mid-day sweeping activities. Patrols shall be available at 1:00 p.m. at Dow’s Lake and remain available for approximately 1 hour and thirty minutes.

---

**SECTION 2 — SERVICE REQUIREMENTS**

**2.1 Contractor's Obligations**

The Contractor shall:

**2.1.1 General information**

Assign a contact person to supervise the Skating Patrol service on a full-time basis and to receive instructions from the NCC.

Provide a sufficient number of qualified supervisors and patrols to meet schedule requirements.

Provide one or more additional patrols subject to twelve (12) hours advance notice from the NCC, at the rates specified in the bid.

Ensure and provide evidence that supervisors and patrols have been trained and certified in first aid and in the use of Automated External Defibrillators (submit a copy of certificates to the NCC prior to the start of each skating season).

Provide a breakdown of invoiced items in accordance with the contract pay items structure.

Ensure that all employees are able to complete their NCC security checks before they begin their duties.

**2.1.2 Supervisors and patrols**

Ensure that supervisors and patrols are physically fit, are able to skate, can converse and deal with the public firmly but tactfully in both official languages while performing their duties, and can apply Skateway rules and regulations without compromising the NCC's reputation.

Ensure that patrols:

- a) Have first aid, cardio-pulmonary resuscitation and Automated External Defibrillator operator certificates (a CPR-certified patrol must be on duty in each work period as first responder);
- b) Administer first aid and CPR as required;
- c) Help the NCC provide Skateway users with a safe and pleasant environment;
- d) Observe and supervise the behaviour and movement of skaters to maintain a safe skating environment on the Skateway;
- e) Ensure compliance with NCC rules and regulations governing use of the Skateway (no hockey, no alcohol, no dogs (except support dogs) and no bicycles, inform violators about Skateway rules and regulations).

## STATEMENT OF WORK

- Report persistent violations to the supervisor, Skateway Staff or NCC Conservation Officers. N.B.: Patrols are not to act as security officers;
- f) Observe and report hazardous conditions and immediately notify the NCC;
  - g) Complete a daily Skateway activity report and check defibrillators in the chalets every hour;
  - h) Perform related tasks such as traffic direction and crowd control;
  - i) Safely recover any accidental spills of biomedical waste and dispose of such waste in the appropriate manner. The Contractor shall provide adequate tools and equipment to do so;
  - j) Enquire about weather conditions and check the official NCC Rideau Canal Skateway ice conditions site;
  - k) Obtain first aid, cardio-pulmonary respiration and Automated external defibrillator operator certificates (presence of a CPR-certified patrol as first responder is required during each work period).

(See Appendix B for information about the work environment and about occupational health and safety.)

### 2.1.3 Schedules and reports (see paragraph 3.8 for information on additional reporting responsibilities)

At the end of each month, submit a copy of the schedule from the previous month to the NCC representative, including work hour adjustments, work periods, and the names of supervisors and patrols assigned by period.

Keep daily attendance sheets at the Fifth Avenue trailer. All patrols and supervisors who report to work on a given day shall sign this sheet to confirm their attendance. Then, enter each daily attendance sheet into a binder to be kept at the Fifth Avenue trailer. The NCC may consult this record at any time. At the end of the season, the Contractor will submit the entire binder to the NCC for its records.

Ensure that patrols complete all accident reports and daily attendance sheets (see APPENDIX C). The Contractor shall keep the original copy of reports in a binder and submit the binder to the NCC at the end of each season.

## STATEMENT OF WORK

---

Complete a report containing detailed information about any injuries treated by patrols during each skating season. The Contractor shall propose a presentation format for the report and submit it for approval by the NCC. Minimally, the report shall contain the following information:

- reference number
- client information (name, address, physical description, contact information, etc.)
- the nature of the injury (sprain, fracture, concussion, etc.)
- a detailed description of the first aid provided
- the location of the incident.

Complete and submit the entire report at the end of the season, no later than March 31 of each year of the contract. The report shall comply with the instructions provided in APPENDIX D.

### 2.1.4 Meetings

Ensure that a Staff member (i.e., the contact person) attends meetings convened by the NCC before, during and after each Skateway season. The Contractor's attendance at the following meetings is desirable:

- a) A meeting with the NCC, the Ottawa Police, Emergency Response Services and the Royal Canadian Mounted Police on communications, incident response, resource pooling, etc. (The Contractor is responsible for setting the date, organizing the meeting and distributing the minutes);
- b) Meetings convened by the NCC before, during and after each Skateway season:
  - an operational meeting, on the first Saturday of Winterlude (at 9:45, lasting about 30 minutes, in the Fifth Avenue First Aid Trailer);
  - a post-season meeting to discuss ways to improve services;
  - other meetings deemed necessary by the NCC.

### 2.1.5 Equipment

Issue each patrol a complete first aid kit to be worn at all times. The Contractor is responsible for providing and restocking first aid kits. The Contractor shall submit a list of contents to the NCC.

Ensure that on-duty patrols wear the jacket provided by the NCC at all times (substitutes are not permitted), skates and an approved skating helmet (not provided by the NCC).

## STATEMENT OF WORK

Maintain and check four (4) Automated External Defibrillators (property of the NCC) and ensure that supervisors and patrols use them in accordance with requirements.

Provide, maintain and check four (4) stretchers adapted for transporting patients on the Skateway (effective on ice and snow).

Provide each supervisor and each patrol with a portable radiocommunications device and operate the main communications station located in the Fifth Avenue First Aid Trailer.

Provide and install the furniture and materials in the trailer. The following is a partial list: tables, chairs, administrative equipment, one or more telephones, a fax machine and one or more computers. (The trailer shall be returned in its original condition, specifically, emptied of furniture and materials, cleaned and any damage repaired.)

Install and maintain a telephone and Internet connection at its expense in the Fifth Avenue First Aid Trailer and pay the monthly administration costs. (The Contractor shall inform the NCC of the telephone number no later than December 1 of each skating season. The number shall remain the same for the duration of the Contract.)

Remove snow and ice from First Aid Trailer access ramps.

Provide the material required to clean up accidental spills of biomedical waste, and the tools needed to properly dispose of such waste.

### 2.1.6 Counters

- In October, before skating season starts, clean, test and repair (as necessary) from 12 to 20 counters and ensure they function properly.
- 10 days prior to the start of skating season, counters shall be installed on stairs and/or ramps according to the list provided by the NCC.
- Every day during the skating season, maintain counters, ensure they operate properly and repair them as required.
- Read each counter twice a week (on Mondays and Thursdays), enter the results on an electronic spreadsheet and send it to the NCC by email weekly.
- At the end of the season, remove and properly store the counters and report any abnormalities.

The counters are battery-operated and consist of a beam emitter, a reflector, a battery pack and a counting module. The technical characteristics of the counter will be provided when the contract is awarded. The NCC will supervise the installation of the first counter to insure its conformity and functionality.



## STATEMENT OF WORK

- Devices must be installed with the small tools and hardware supplied by the Contractor.
- Fasten emitters and reflectors opposite one another on the centre rung of the stairs.
- Place the counters so that their components do not encumber people using the stairway.
- Report any defects to the NCC.
- The Contractor shall provide, monitor and replace the D-batteries required to operate the counters.

Submit a written inventory and inspect the condition of all counter components upon removing them at the end of the skating season. This task is a recurrent item to this contract and its cost should not be increased yearly.

### 2.2 NCC's Obligations

Conduct occasional on-site inspections to ascertain the Contractor's performance, the knowledge of employees, the effectiveness of training and the conduct and appearance of patrols.

Adapt the work schedule to operating requirements. (Schedule changes are made at the NCC's discretion. The Contractor will make changes upon receiving 12 hours' notice and at the rate specified in the original bid.)

NCC provides:

- One 40-foot trailer on Fifth Avenue for the first aid patrol (the NCC will pay the installation, removal, electricity and heating costs);
- Up to twenty (20) counters;
- Four (4) Automated External Defibrillators;
- Identifying jackets to be worn by patrols at all times during their work periods;
- Signage for the First Aid Trailer on Fifth Avenue;
- Trailer access ramps;
- Two (2) two-way radios tuned to the Skateway frequency, with a single charger, spare battery and microphone-speaker extension, provided to the Contractor (the Skating Patrol supervisor monitors the number of visits to the Fifth Avenue trailer during work periods.)

---

## SECTION 3 – STANDARD CONDITIONS

### 3.0 Introduction

This section specifies the general requirements of the contract. These activities support delivery of the services described in Section 1 (Introduction) and Section 2 (Service Requirements) of this contract.

### 3.1 Work standards

The Contractor shall perform all of the work required to meet the obligations arising from this Contract while complying with all industry standards. Any work by the Contractor that does not meet the service standards of Section 2 will be considered non-compliant and shall constitute default within the meaning of paragraph 4.3 of this Contract.

### 3.2 Safety

The Contractor shall obey the following safety rules:

- a) Never enter the Rideau Canal Skateway when it is closed.
- b) Visit the official NCC website every morning for information on ice conditions.
- c) Request a pass to enter the Skateway parking area and Queen Elizabeth Driveway.
- d) Display the parking pass provided by the NCC on the dashboard of all vehicles at all times.
- e) Ensure that Staff and equipment are identified and clean at all times.
- f) Ensure that vehicles travelling on the Skateway have their flashers on.
- g) Equip vehicles with back-up alarms and ensure that they are activated when the vehicles are driven in reverse.
- h) Instruct employees on the proper use and handling of the equipment, tools and materials required to carry out the contract.
- i) With employees, attend a safety and orientation session offered by the NCC before starting work under the Contract. The following among other topics will be covered:
  - general information about the Skateway;
  - communication
  - two-way radio procedure
  - requirements related to quality standards
  - the procedure governing the safe operation of motor vehicles on the Skateway
  - other topics as necessary

---

**SECTION 3 – STANDARD CONDITIONS**

**3.3 Employees**

3.3.1 General information

All employees hired by the Contractor shall be skilled and qualified, experienced in dealing with the public and respectful of all safety requirements. They shall conduct themselves in a manner consistent with the reputation of the subject of the Contract and the NCC.

3.3.2 Bilingualism

The Contractor's Staff shall be bilingual and able to converse with the public in both official languages. Skating patrols must be bilingual in order to provide services and respond to incidents in both official languages. The Contractor shall ensure that it meets this requirement.

3.3.3 Experience

The Contractor shall ensure that its employees comply with the following requirement at all times for the duration of the Contract:

- All persons assigned to supervisory duties shall have at least two (2) years of experience in managing staff and administering first aid.

Supervisor's experience

- Supervisors shall have at least two years of experience in supervising employees and administering first aid. Please submit proof with the bid in a letter certifying that supervisors meet or exceed the minimum experience required

3.3.4 Orientation

The Contractor shall provide an orientation session at its expense in each year of the Contract to its Staff members to ensure that they properly understand the purpose of the Contract and their performance-related obligations under the Contract. The Contractor shall permit an NCC representative to observe the session. Specifically, the session shall cover the following topics:

- general information for visitors about the NCC
- employee safety

The Contractor shall, at its own expense, attend an annual meeting of parties.

## STATEMENT OF WORK

### 3.3.5 Employee replacement

The Contractor shall remove and immediately replace any patrol or attendant who, in the opinion of the NCC representative, poses an unacceptable risk to safety, is unqualified, behaves in a manner contrary to NCC interests or fails to comply with the above requirements.

### 3.3.6 Recruitment

The Contractor is not authorized to recruit volunteers for this Contract.

## 3.4 Media relations

The Contractor shall not act as a spokesperson for the NCC with the media. All media requests for interviews or information on matters related to the NCC shall be submitted to the NCC. The Contractor shall not grant any interviews without first obtaining written permission from the NCC. The Contractor shall not permit media interviews and/or media activities unrelated to the NCC on Rideau Canal Skateway properties concerned by this Contract without first obtaining the NCC's consent.

## 3.5 Prohibition on sales

The Contractor is prohibited from selling products or services on the Rideau Canal Skateway except as authorized by the NCC.

## 3.6 Support

The Contractor shall appoint a supervisor who will remain on call 24 hours a day, 7 days a week from December 15 to March 15, in each year of the contract, and shall provide such supervisor with a cell phone. (N.B.: "On-call" does not mean that the supervisor must be present on-site 24 hours a day, 7 days a week.)

## 3.7 Alterations

The Contractor shall not change or alter its assigned space or trailer in any manner without the prior consent of the NCC. The NCC shall consider any damage to the trailer as misuse chargeable to the Contractor.

If any item provided by the NCC is lost, stolen or damaged while in the Contractor's possession, the Contractor shall replace or repair the item and inform the NCC accordingly. Such equipment shall be handed over to the NCC at the end of the skating season.

---

**SECTION 3 – STANDARD CONDITIONS****3.8 Reports**

The Contractor shall produce and deliver all of the above-mentioned reports (on the specified dates) as well as any additional report requested by the NCC. The NCC shall provide electronic templates for most reports. All reports shall be submitted to the NCC by email on or before the day of their respective deadline for submission. The Contractor will make corrections or produce a new report if the NCC considers the original document unacceptable.

The Contractor will be given a 10-day extension after the deadline to submit a revised or new report to the NCC's satisfaction.

**3.8.1 Insurance certificate**

For each year of the contract, submit proof of renewal of the insurance certificate.

**3.8.2 WSIB certificate**

The **WSIB** certificate is a document confirming that the Contractor is registered and in good standing with the WSIB. These certificates shall be submitted to the NCC annually prior to the start of the skating season.

**3.8.3 Incident report**

The Contractor must submit an incident report on situations that could affect the health and safety of Staff and users of the Rideau Canal Skateway (example: injuries, etc.). Incident reports must be sent to the NCC preferably by electronic mail (email) within 24 hours of the time the incident was reported.

The Contractor shall use its judgement in responding to incident reports. When the incidents are deemed significant, the Contractor shall respond in the following order of priority: public safety, environmental impact, publicly visible areas and other sites. In case of doubt, the Contractor shall consult the NCC.

The Contractor shall use judgement in responding to incident reports. When incidents are deemed significant, the Contractor shall respond in the following order of priority: public safety, environmental impact, publicly visible areas and other sites. In case of doubt, the Contractor shall consult the NCC.

**3.8.4 Unsatisfactory performance report**

The Contractor shall comment on each unsatisfactory performance report issued by the NCC in connection with the work under the Contract not performed or performed in an unsatisfactory manner.

## STATEMENT OF WORK

3.8.5 Security clearance (Reliability level – see attached annex)

3.8.6 Overtime

Provide copies of overtime records and a monthly summary of overtime hours performed under this agreement.

3.8.7 Accident reports

Complete an accident report for each incident/accident occurring on the Rideau Canal Skateway that required a response by patrols, or incidents/accidents reported by a third party that did not involve a direct response by patrols (see Appendix C).

3.8.8 Other reports

In addition to the above-mentioned reports, the Contractor is **obliged** to report any problem situations it encounters to the NCC, such as the poor condition or operation of property, shortfalls, abnormalities, safety hazards, theft, environmental threats, vandalism, etc. it shall also notify the NCC when it makes repairs to property.

The Contractor shall use the standard incident report to notify the NCC of such incidents.

## STATEMENT OF WORK

---

## SECTION 4 — GENERAL CONDITIONS

### 4.0 Definitions

In this Contract, the following words and expressions, where they begin with a capital letter, mean the following:

**Conservation Officer:** An employee of the NCC with peace officer status, whose duties include maintaining order and public safety.

**Winterlude:** A winter festival held over three weekends (Friday, Saturday and Sunday) and on Family Day, usually beginning on the first Friday in February.

**NCC:** or the National Capital Commission, its successors and assigns.

**Standard Conditions:** This Contract. The expressions herein, hereto and hereby and other similar expressions refer to these Standard Conditions and, unless otherwise indicated, the sections, paragraphs and enumerations cited are provisions of these Standard Conditions.

**Contract:** The Contract entered between the Successful Bidder and the NCC, including any modifications required based on the situations, all of these Standard Conditions, whereby the Successful Bidder agrees to perform all of the services in accordance with the performance standards set out in Sections 1 to 3 of the Terms of Reference, and any other matter arising from a bid selected and accepted by the NCC, as applicable.

**Automated External Defibrillator (AED):** means a portable electronic device used to treat potentially fatal cases of cardiac arrhythmia.

**Contractor Employees / Contractor Staff:** Persons hired by the Contractor, whether capitalized or not, including dependent contractors and sub-contractors of the Contractor, as well as their employees and volunteer workers.

**Object, Equipment:** Means the Rideau Canal, properties, buildings, moveable and immovable assets, and all related duties and services to be provided under the Contract.

**Skating Patrols:** First aid service provided by Skating Patrols on the Rideau Canal Skateway.

**RCS:** means the Rideau Canal Skateway.

**Person:** Any individual, company or group of persons, trust, other corporate entity, other registered association, government or governmental agency.

**First Aid Trailer:** A trailer temporarily installed on the ice and used as a headquarters for first aid services.

**Successful Bidder:** The Contractor, as applicable, awarded the Contract by the NCC.



---

## SECTION 4 — GENERAL CONDITIONS

**Work:** A group of goods, services, materials, equipment, software and things that the Contractor is required to do, provide or perform in respect of the Object, in accordance with the terms and conditions of this Contract, and in the manner specified in sections 1 to 6 of the Contract.

### 4.1 Contractor's Obligations

The Contractor agrees to perform the work in keeping with industry standards and in accordance with the general terms and conditions set out in this Contract and as required by all applicable laws for the Term of the Contract. The Contractor agrees to take or have taken all necessary measures to meet its obligations under this Contract, and to perform and comply with the terms and conditions herein at all times, fully and faithfully. The scope of the Contract is determined by the services required under each section. The Contractor will take steps to provide the services required in each section of the Contract even where specific duties are not expressly identified, but are nonetheless required to provide the requested services.

#### 4.1.1 Schedule of payments

The Contractor shall submit a monthly invoice to the NCC for activities completed under the Contract. Prior to invoicing, the hours worked during the period in question shall be approved in advance by the NCC. The Contractor is entitled to receive payments within 30 days after the technical representative issues a certificate stating that the invoice is genuine and accurate, that the Contractor has performed the work in question during the period specified, and that the Contractor has complied with the terms of the Contract.

#### 4.1.2 Sponsorship, communications and marketing

During the skating season, the NCC reserves the right to assign certain sponsors to Contract-related activities. The Contractor shall receive no remuneration for such sponsorships.

Moreover, the Contractor shall not seek out sponsorship, marketing or communication agreements in writing or by other means, in relation to the Object of this Contract without the NCC's prior written consent. Furthermore, no agreement or partial agreement will be signed before obtaining the NCC's written permission. All sponsorship, communications and marketing rights belong exclusively to the NCC. No signs owned by a sponsor or third-party business may be installed on Contractor property. The NCC reserves the right to affix sponsorship logos on the jackets, hats, hip pouches or other Skating Patrol identification items.

# APPENDIX A – Skateway Map



---

## APPENDIX B – SKATEWAY WORK ENVIRONMENT

The duties under this contract are to be performed on the Skateway. The Skateway is the environment where the Contractor's employees are required to work (for example, in isolated locations and under severe weather conditions). The Contractor shall ensure that its employees have the ability, experience, protective clothing, communications devices, tools and equipment needed to perform their assigned duties in accordance with best practices in the health and safety field. Moreover, the Contractor shall inform them of any known or foreseeable risks involved in the assigned duties, and implement the necessary control measures.

The Contractor shall, at all times, provide the necessary monitoring, methods and training needed to protect the health and safety of its Employees and the sub-contractors it assigns to the services delivered under this Contract. The Contractor shall provide its employees with acceptable occupational health and safety conditions.

The following is a list of the inherent or foreseeable risks involved in the duties of the supervisor and patrols:

- Work under difficult weather conditions with the risk of dehydration, hypothermia, frostbite, etc.
- Work during snow storms or other types of storms, with the risk of slipping, falling, etc.
- Work at night.
- Work with equipment and vehicles capable of causing cuts, scrapes, etc.
- The need to walk on an ice surface, which entails the risk of falls, dislocation, fracture, etc.
- The performance of physical work with the risk of back injury, cardio-vascular problems, etc.
- Work with the general public.

---

## APPENDIX C — ACCIDENT REPORT

(This report format is intended for information only and shall include at least the information below. Any other report format is subject to prior approval by the NCC.)

### ACCIDENT REPORT – Rideau Canal Skateway RAPPORT D'ACCIDENT – Patinoire du canal Rideau

Date: \_\_\_\_\_ Time/Hour: \_\_\_\_\_

Name of person injured /  
Nom de la personne blessée: \_\_\_\_\_

Address/Adresse: \_\_\_\_\_

Phone / Téléphone: \_\_\_\_\_

Extent of Injuries / Gravité des blessures: \_\_\_\_\_

---

---

---

Causes: \_\_\_\_\_

---

---

Treatment / Traitement: \_\_\_\_\_

---

Location of incident / Lieu de l'incident \_\_\_\_\_

---

---

Witnesses / Témoins: \_\_\_\_\_

---

First Aid given by / Premiers soins donnés par: \_\_\_\_\_

Site Supervisor / Supervisor de site: \_\_\_\_\_

---

## **APPENDIX D — INSTRUCTIONS FOR COMPLETING FINAL EVALUATION REPORT**

In its end-of-season final evaluation report, the Contractor shall describe and evaluate the following items, and submit relevant recommendations:

**1. General overview of the skating season**

**2. Summary of weekly reports**

- number of injuries
- number of injuries requiring ambulance service
- number of serious incidents
- recommendations concerning major incidents
- colour chart to help illustrate findings
- site of incident

**3. General patrol operations**

- meeting
- supplies
- infrastructure (trailer, etc.)
- communications with NCC
- communications with outside parties
- other factors likely to affect safety on the Rideau Canal Skateway