NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

INVITATION TO TENDER
Tender / Contract Form
Plumbing and Sanitary Maintenance Services for Washroom Facilities on the Rideau Canal Skateway

NCC TENDER FILE #: **LW125**

ADDRESS INQUIRIES TO: Lana Wilson, Sr. Contract Officer **(Up to Aug. 2)** **Lana.Wilson@ncc-ccn.ca** Or Nathalie Rheault, Sr. Contract Officer **(Aug. 6 to Closing Date)** Nathalie.Rheault@ncc-ccn.ca	**CONTRACT NO.: (NCC use only)**
BID CLOSING DEADLINE: **August 16, 2019 at 3:00pm Ottawa time**	
RETURN ORIGINAL Submit tender on this tender / contract form and return to: →	**Procurement Services** **National Capital Commission** **40 Elgin Street** **2nd Floor Security Office** **Ottawa, ON** **K1P 1C7** **Reference NCC tender file # LW125**
DESCRIPTION OF SERVICES: **Plumbing and Sanitary Maintenance Services for Washroom Facilities on the Rideau Canal Skateway**	**LOCATION:** Canada`s Capital Region – Rideau Canal Skateway
SITE VISIT :	Not Required
PUBLIC TENDER OPENING :	A public tender opening will be held on August 16, 2019 at 3:00pm Ottawa Time at 40 Elgin Street, Ottawa, ON at the Security Office on the 2nd Floor. Tender Opening Results can also be provided electronically by sending an e-mail request to Lana.Wilson@ncc-ccn.ca .

INVITATION TO TENDER
Tender / Contract Form
Plumbing and Sanitary Maintenance Services for Washroom Facilities on the Rideau Canal Skateway

NCC TENDER FILE #: **LW125**

I. OFFER

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

II. GENERAL AGREEMENT The Contractor agrees:

1. to complete the work as per the Statement of Work from contract award to May 31, 2022. By mutual agreement, there will be two (2) one year options for renewal under the same terms and rates.

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 $5,000.

   (b) NOT APPLICABLE FOR THIS TENDER ~~upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond will be requested for each at 25% of the bid amount including taxes, or, "Cash" in the amount of $10,000;~~

3. that this Offer and Agreement, together with the documents which include the Statement of Work, GIS Maps of the RCS, Chalets – Pre-Season and post-season procedures, Fifth Avenue Chalet – Pre-Season and Post-Season Procedures, Unit Price Table, Mandatory Requirements (Appendix A), 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
Plumbing and Sanitary Maintenance Services for Washroom Facilities on the Rideau Canal Skateway

NCC TENDER FILE #: **LW125**

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: (see Appendix 4)

The Bidder agrees that :

(a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.

(b) the Unit Price and the Total Price must be entered for each item listed; and

(c) the Unit Price as tender governs in calculating the Total Amount, and any errors in the extension of the Unit Price and in the addition of the Total prices shall be corrected by the NCC in order to obtain the Total Estimated Amount; and

(d) the following table(s) is the Unit Price Table for the purposes of the tender and the Contract; and

(e) the unit prices are all inclusive with the exception of tax; and

(f) the Unit Price Table must be signed by an authorized proponent or will be subject to disqualification; and

(g) each unit price box must be filled in or will be subject to disqualification :

Please attach the Appendix 4 Unit Price Table and transfer the Total For 5 Years including taxes within this table……...……	$

Basis of Award:

Basis of award will be the bidder who meets all of the terms and conditions, passes the Mandatory Requirement and who offers the NCC the lowest total amount, tax included.

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

IV. 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 :

  1) by email at payables@ncc-ccn.ca in Adobe (.pdf) format

  or

  2) to: Accounts Payable
  National Capital Commission
  3rd Floor
  40 Elgin Street
  Ottawa, ON
  K1P 1C7

- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

V. ENQUIRIES

1. **Written questions and requests for clarification from proponents will be accepted until 12:00 noon on August 9, 2019**, Ottawa time to allow sufficient time to provide a response. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFP and any resulting contract. Your questions and requests for clarifications must be submitted in writing and addressed to Lana Wilson at email **lana.wilson@ncc-ccn.ca (up to Aug. 2)** and to **Nathalie Rheault (between Aug. 6 and the closing date)** at Nathalie.Rheault@ncc-ccn.ca .

   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
Plumbing and Sanitary Maintenance Services for Washroom Facilities on the Rideau Canal Skateway

NCC TENDER FILE #: **LW125**

VI. SECURITY REQUIREMENTS

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

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

VII. ADDENDUM ACKNOWLEDGEMENT

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

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

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

Accepted & executed on behalf of the Commission this day of , 2019

COMMISSION USE ONLY NCC SIGNATURE ONLY	**TITLE**

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Rideau Canal Skateway Chalets

Plumbing and Sanitary Maintenance Services for Washroom Facilities on the Rideau Canal Skateway

Statement of Work

NCC Tender File #LW125

1 INTRODUCTION 3

1.1 CONTEXT 3
1.2 TERM OF CONTRACT 4
1.3 SCOPE OF WORK 4
1.4 CONTRACT BOUNDARIES 4
1.5 DEFINITIONS 5
1.6 LENGTH OF THE RCS SEASON 7
1.7 HEALTH AND SAFETY 7

2 GENERAL REQUIREMENTS 9

2.1 EMPLOYEES 9
2.2 HOURS OF WORK 9
2.3 VEHICLES, MATERIALS & ASSETS 9
2.4 CHANGE OF SCHEDULES 10
2.5 PUBLIC SAFETY 10
2.6 DAMAGE CAUSED BY CONTRACTOR 10
2.7 MEDIA RELATIONS 11

3 OPERATION AND MAINTENANCE REQUIREMENTS 12

3.1 GENERAL 12
3.2 PRE-SEASON INSPECTION AND MAINTENANCE 12
3.3 POST-SEASON INSPECTION AND MAINTENANCE 13
3.4 REACTIVE MAINTENANCE DURING THE SKATING SEASON 13

APPENDICES

Appendix 1: GIS maps of the RCS
Appendix 2: Chalets - Pre-season and post-season procedures
Appendix 3: Fifth Avenue Chalet – Pre-season and post-season procedures
Appendix 4: Bid Form

1 Introduction

The National Capital Commission is proceeding with an invitation to tender for the provision of services and materials required for the operation and maintenance of temporary washroom facilities on the Rideau Canal Skateway.

The NCC is contracting out the provision of these services and materials with the objective of obtaining high standards of service excellence.

1.1 Context

1.1.1 The Capital Stewardship Branch

The National Capital Commission (NCC), through its Capital Stewardship (CS) Branch, manages the natural and built facilities and assets in the National Capital urban area. These facilities and assets contribute to Ottawa's rich symbolic setting as the seat of national government. The CS Branch manages and protects these assets in order to provide a safe and enjoyable experience for all users.

The CS Branch manages contracts which provide high quality maintenance services for the Commission's urban sites as well as summer and winter maintenance of major federal institutions in the Capital, such as Parliament Hill. Effective operation, protection, maintenance and lifecycle management is required for a diverse mix of urban assets ranging from urban conservation areas, green spaces, parkways, downtown parks, pathways, monuments and buildings of national significance. The overall objectives of the maintenance practices are to protect and preserve these for all Canadians. In achieving these objectives, the NCC is committed to planning, developing and implementing all of its programs and activities in a manner designed to minimize adverse effects on the environment and ideally enhance the environmental resources under its responsibility.

The CS Branch also delivers visitor products and services such as the Floral Program, the Rideau Canal Skateway and the Sunday Bike day program. As part of its mandate, CS delivers support services to events that enhance the positioning of the Capital as a key destination for Canadians.

1.1.2 Rideau Canal Skateway

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

The RCS will celebrate its 50th skating season in 2020, yet it is so much more than just a skating rink. You'll find concession stands and other services including skate and sled rentals, shelters, washrooms and rest areas. The Skatetrack also serves as centre stage for Winterlude, the Capital's internationally renowned festival and North America's greatest winter celebration.

The skating season may start between Christmas and New Year's Day, weather permitting. The opening of the Skateway is determined by weather and ice conditions. The NCC Ice Safety Committee (ISC) assesses the ice thickness before the official opening of the RCS. This Committee continuously monitors ice conditions throughout the skating season.

1.2 Term of Contract

This upset limit Contract (based on submitted unit/hourly rates) is for an approximate Term of three (3) years commencing on signing of the Contract and ending on May 31, 2022. The NCC may, by mutual agreement, extend the Term by two (2) one year options for renewal, at the same rates, terms and conditions.

During an average season, the RCS opens in early January and closes within the two (2) weeks following the end of Winterlude. The decision to open or close the RCS, in whole or in part is taken unilaterally by the NCC, at its entire discretion and for any reason(s) deemed appropriate.

1.3 Scope of Work

Plumbing services are required for the Systems and Components contained in four (4) temporary washroom facilities located in rest areas along the RCS at the following locations:

Rideau rest area.
Concord rest area.
Fifth Avenue rest area.
Bronson rest area.

Their exact locations can be found in Appendix 1 (GIS maps of the Rideau Canal Skateway). The services required are summarized below, but not limited to the following:

- Operation and maintenance of the plumbing Systems.
- Operation and maintenance of the compressed air Systems.
- Operation and maintenance of the septic Systems.
- Start-up and closing plumbing systems procedures.
- Reactive (emergency) Maintenance for the aforementioned Systems.
- Preventive and Predictive Maintenance for the aforementioned Systems.
- Supply personnel, equipment, vehicles, materials and specialized tools as required by the tasks described herein.

1.4 Contract Boundaries

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

1.5 Definitions

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

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

"Chalet(s)" within this Contract, refers to four (4) buildings that are temporarily installed on the RCS to provide washroom facilities for skaters.

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

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

"**Consumables**" means products that are routinely used up and purchased while a System or Component is in operation and are intended for recurrent replacement as recommended by the original equipment manufacturer and/or industry best practices. These items include but are not limited to: gaskets, rings, seals, sealants, tapes, adhesives, lubricants, motor oil, pipe thread compounds, cleaners, screws, bolts, washers, clamps, small electrical connectors, fuses, lamps, etc.

"**Contract**" means the Contract entered into between the Successful Contractor and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Contractor agrees to perform all of the specific services in accordance with the standards of performance set out in sections 1 to 6, and other matters arising out of the successful Tender and accepted by the NCC, if any.

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

"**Contractor**" means the Successful Proponent.

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

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

"**Environmental Laws**" means:

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

"**GIS**" means the Geographic Information Systems.

"Hourly Rate/Unit Price" means cost allocated to the services listed in Appendix 2-A of the Contract to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

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

i. "**Predictive Maintenance**" means the application of CBM (see definition), Monitoring or testing (including Unaided Testing) of assets for the purpose of early detection and elimination of equipment defects that could lead to unplanned downtime or unnecessary expenditures. Generally speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no process interruption. The purpose of this type of Maintenance is to determine the condition of in-service equipment in order to predict when Maintenance should be performed.

ii. "**Preventive Maintenance**" means all systematic, predetermined Work performed to a schedule with the aim of preventing the wear and tear or sudden failure of assets or Components. This type of Maintenance is proactive and usually involves the planned replacement of parts, Components and Consumables based on specifications provided by the manufacturer and/or the NCC and/or as specified in this Contract..

iii. "**Reactive Maintenance**" means Maintenance required after an event, malfunction or failure. This type of Maintenance is usually (but not exclusively) triggered by equipment failure and requires immediate response and action from the Contractor as defined in this Contract.

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

"NCC" means the National Capital Commission and its successors and assigns.

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

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

"**Subject Matter**" means the Chalets, their Systems, fixed assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

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

"**Term**" means the period commencing upon the signing of this Contract and terminating as per 1.2.

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

"Winterlude" means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) usually beginning on the first Friday of February and including the Family Day holiday Monday.

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

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

"**Year**" means for the first term the period following the signature of the Contract and terminating on August 31st. For subsequent terms, a period of twelve consecutive months, from September 1st of one calendar year to August 31st in the next calendar year.

1.6 Length of the RCS Season

The NCC offers no guarantees as to the duration of the skating season on the RCS. Each year, the Contractor and the NCC make every effort to open the Skateway as quickly as possible and to extend the skating season for as long as ice conditions, weather and operational factors permit. The Contractor, by virtue of this Contract, shall share those objectives. The NCC may at any time and for any reason, at its sole discretion, with or without consulting the Contractor, open or close all or part(s) of the Rideau Canal Skateway.

1.7 Health and Safety

To enable the Contractor to establish its health and safety plan, the NCC is including a list of known and/or foreseeable health and safety risks relating and inherent to the typical work/sites involved in this Contract. The Contractor shall be responsible for completing this list and notifying the NCC if it discovers other risks.

The tasks required under this Contract are performed on the RCS. It is in this environment that the Contractor's employees must work, sometimes at night, in remote or isolated places and in difficult climatic conditions namely extreme cold. The Contractor shall ensure that its employees possess the aptitudes/experience, protective clothing, tools and equipment to allow them to perform the tasks assigned to them. The Contractor shall provide its employees with appropriate communication equipment. The Contractor shall inform its employees and subcontractors about known or foreseeable risks inherent in the tasks assigned to them, and establish the necessary control measures.

The Contractor must at all times ensure supervision, methods and training to ensure the occupational health and safety of its employees and the subcontractors it hires under this Contract. The Contractor must offer its employees satisfactory occupational health and safety conditions.

As part of this Contract, the following is a list of activities representing known and/or foreseeable inherent risks associated with the Work:

- Operating (or being a passenger in) a vehicle on the naturally formed ice surface that floats over a body of water (collisions, drowning, hypothermia, etc.);
- Walking on rugged terrain and icy surfaces (falls, dislocations, fractures, etc.);
- Using dangerous chemical products such as solvents, paint, gas, oil, cleaning products, de-icing agents (eye and skin irritation, respiratory problems or long-term health effects);
- Working with electrical, mechanical, water systems (electrocution, burns, being crushed, etc.);
- Working in difficult climatic conditions (dehydration, hypothermia, etc.);
- Working in confined spaces (harmful gas, asphyxia, explosion, etc.);
- Exposure to contaminated waste (grey water, feces, etc.)
- Working during snowstorms or other types of storms (skidding, falling, being dragged, being struck by a falling object, etc.);
- Working at night (falls, physical assault, illegal activities such as drug use, etc.);

- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.);
- Performing exhausting physical work (back injuries, cardio-vascular ailments, etc.).

2 General Requirements

This section identifies the general requirements of the Contract. These activities support the provision of services described in sections 4 (Operational Services).

2.1 Employees

2.1.1 General

Any employee hired by the Contractor shall be competent and qualified, fluent in one of the two official languages of Canada, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC. Competency documents or certifications will be requested.

2.1.2 Replacement of Employees

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

2.1.3 Art of Trade and Certification

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

Upon request, the Contractor shall supply the NCC with a copy of certification for Employees and subcontractors.

2.2 Hours of Work

All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors and the operational requirements of the RCS.

2.3 Vehicles, Materials & Assets

The Contractor shall supply at his cost the necessary vehicles, equipment, tools, materials necessary to implement all the activities as described in the Contract.

2.3.1 Vehicles

The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any vehicles required for transportation purposes and/or for providing control services as requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, have no major exterior blemishes or structural anomalies, be exempt of rust and mechanical problems (leaks, fumes, etc.), and shall meet all provincial safety standards. The company name shall be prominently displayed on all road and off-road vehicles (including personal vehicles used on Contract related business). The NCC may refuse access to the RCS to any vehicle that, in its opinion, may pose a threat to the environment (leaks and fumes) or the safety of the public. The NCC expects the Contractor to maintain the mechanical integrity and general appearance of his fleet. To this end, the Contractor should keep and maintain a service record for each vehicle, which the NCC may ask to consult at any point during the life of the Contract

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

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

2.4 Change of Schedules

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

2.5 Public Safety

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

2.6 Damage Caused by Contractor

The Contractor shall be responsible for any damages that he/she causes to NCC property, assets, Components or Systems. Any damage is to be reported immediately to the NCC on an occurrence report. Repairs and replacements required as a result of damage caused by the Contractor shall be completed within 12 hours of the occurrence unless otherwise approved by the NCC. If not, the NCC may conduct the repairs at the Contractor's expense. In cases where the safety of the public is threatened, the Contractor shall rectify the situation immediately.

2.7 Media Relations

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

3 Operation and Maintenance Requirements

The Chalets facilities are used by hundreds of thousands of people every season. Weekday attendance is lower and can vary significantly from a few thousand visits, to twenty or thirty thousand per day. As would be expected, Winterlude weekends are the busiest. On those days, daily total visits regularly exceed 50,000 and have been known to reach 100,000 over a 32 hour period. The NCC's research has shown that on average, visitors will spend slightly less than 2 hours on the RCS during each of their visits. It is also worth noting that on average; fifty to sixty per cent of the total weekly visits to the RCS take place on weekends.

It is possible for each Chalets washroom facility to experience a volume of 300 patrons per hour [1] or more. Because the temporary closing of one or more washroom can have a significant impact on the RCS patron experience, it is important that the facilities remain open at all times and function at peak efficiency. It is the Contractors responsibility to ensure the Chalets and their Systems remain operational at all times during the hours of operation of the RCS.

3.1 General

The NCC washroom Chalets are directly hooked up to City sewer and fresh water lines, with the exception of the Bronson and Concord Chalets. They are equipped with holding tanks which are Monitored and regularly emptied and/or re-filed. As previously described in the Contract, these facilities are used by hundreds of thousands of people during the RCS season. The Contractor must provide services for the plumbing and pneumatic (air) Systems in the Chalets, including but not limited to the following Components;

1. **Distribution**: all sanitary piping, ABS, copper, holding tanks, flex-hose, air hose, etc.
2. **Controls**: valves, floats, sensors, alarms, disconnects, photocells, switches, timers, motion detectors, relays, etc.
3. **Fixtures**: urinals, basins, faucets, toilets, etc.
4. **Mechanical**: motors, pumps and compressors.

3.2 Pre-season Inspection and Maintenance

Once the Chalets are in place on their respective gravel pads, seven (7) days before they are opened to the public or when requested by the NCC, the Contractor shall:

i. Thoroughly inspect[2] the plumbing Components and Systems in each of the Chalets. As part of this inspection, Components are to be cleaned, lubricated and tightened, when and where applicable;
ii. Install and repair the connections heated wooden boxes (located at the Woodroffe warehouse) for the Rideau and 5th Ave. washrooms;
iii. Complete the pre-season start-up procedures as per start-up procedures manual (see Appendix 2 and 3);
iv. Adjust or reprogram timers as required or as directed by the NCC;
v. Provide sufficient fresh water for the systems start-up;

[1] 10 stalls x 2 minutes per visit = 300 visits per hour
[2] By using Condition Based Monitoring, Unaided Testing and other appropriate Monitoring techniques.

vi. Report findings, anomalies or deficiencies to the NCC in a written form. Make detailed (include monetary and time estimates) recommendations regarding Maintenance.

3.3 Post-season Inspection and Maintenance

No longer than ten (10) days following the official closing of the RCS, the Contractor shall:

i. Thoroughly inspect[3] the plumbing Components and Systems in each of the Chalets. As part of this inspection, Components are to be cleaned, lubricated and tightened, when and where applicable;
ii. Remove and repair the connections heated wooden boxes (located at the Woodroffe warehouse) for the Rideau and 5th Ave. washrooms;
iii. Provide grey water pumping for the systems closure;
iv. Report findings, anomalies or deficiencies to the NCC in a written form. Make detailed (include monetary and time estimates) recommendations regarding Maintenance.
v. Complete the post-season close-down procedures as per close-down procedures manual (see Appendix 2 et 3);

3.4 Reactive Maintenance during the Skating Season

Work that is required after an unforeseen event, malfunction or failure is Reactive Maintenance. It requires immediate response and action from the Contractor and may affect or involve any of the Chalets plumbing Components or Systems.

The Contractor shall provide Reactive Maintenance services from the moment the Chalets have been inspected and maintained per 3.2, until they have been inspected and maintained per 3.3.

The Contractor will provide Reactive Maintenance service and be available to respond to NCC calls seven (7) days per week, between the hours of 0500 and 2300. The said service shall include a telephone line equipped with voice mail for calls made outside the hours stated above. During the aforementioned hours, the Contractor must return all calls received within thirty (30) minutes. The telephone number for the Reactive Maintenance service shall remain the same for the duration of the Term of this Contract and shall be given to the CMO, the NCC Call Centre and the NCC Emergency Communication Service.

3.4.1 Response Time

The Contractor will respond to requests for Reactive Maintenance services within the following time requirements:

i. Between the hours of 0500 and 2300, the Contractor shall answer all calls received within thirty (30) minutes.
ii. Messages left by the NCC on the Contractor's voice mail between 2300 and 0500 will be deemed to have been received by the Contractor at 0500.
iii. Sixty (60) minutes on-site response time (*) between 0500 and 2300.
iv. Ninety (90) minutes on-site response time (*) between 2300 and 0500.

[3] By using Condition Based Monitoring, Unaided Testing and other appropriate Monitoring techniques.

(*) On-site response time is calculated from the time the Contractor returns the call to the NCC CMO, or after the 30 minutes described in 3.4.1 i and ii.

Once on site, the Contractor shall;

v. Assess the situation and identify the problem(s).
vi. Contact the NCC CMO (if he/she is not already on site) in order to discuss his/her findings.
vii. The Contractor will propose Reactive Maintenance measures which the NCC may, at its sole discretion, approve or reject.

When responding to Reactive Maintenance calls, the Contractor should prioritize his/her response and the subsequent Work in the following way;

1. Public safety.
2. Environmental impacts.
3. Operational Systems and/or Components that are used by RCS patrons.
4. All other requirements or considerations.

When in doubt, the Contractor should consult with the NCC.

Unless Reactive Maintenance is of an urgent nature, the NCC requires the Contractor to submit a written estimate which clearly describes the Reactive Maintenance being proposed, the methods/products/trades to be used, an estimate of costs and a proposed schedule for the execution of the work. Where the proposed Work is of an urgent nature, the NCC CMO may choose to give verbal approval to the Contractor, with or without a written estimate.

The NCC CMO will make timely decisions that facilitate the Work that is proposed by the Contractor and will not unreasonably withhold approval.

The Contractor must respond to all Reactive Maintenance calls equipped with the appropriate tools and Consumables.

Reactive maintenance calls which require on site response will be subject to a minimum three (3) hour call which is calculated from the time the Contractor arrives on site. All time worked in excess of the three (3) hour minimum will be remunerated at the hourly rate indicated on the bid sheet (Appendix 4).

3.4.2 Regular Monitoring During the Skating Season

Once the pre-season inspections (2) have been completed and thereafter as described below, until the end of the season, the Contractor shall inspect the plumbing Systems and Components two (2) times per week, according to a schedule that will have been approved by the NCC. The frequency and the time spent on weekly inspections may be increased or decreased by the NCC.

Appendix A

Mandatory Requirements

MANDATORY ITEMS:

I. Bidders must ensure full compliance with the following mandatory requirements.

II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.

III. Bidder's **must** indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled "Page Number" for all information included.

IV. **Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.**

MANDATORY ITEMS	Mandatory Met? Yes or No	Page Number
1. Company Experience : The company must have a minimum of three (3) years' experience in the plumbing industry and have three (3) years' experience working on similar plumbing system projects. Provide proof in writing describing experience.		**Page:**

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.

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.

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.

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.

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 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.

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.

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.

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.

INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

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

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.

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 original 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.

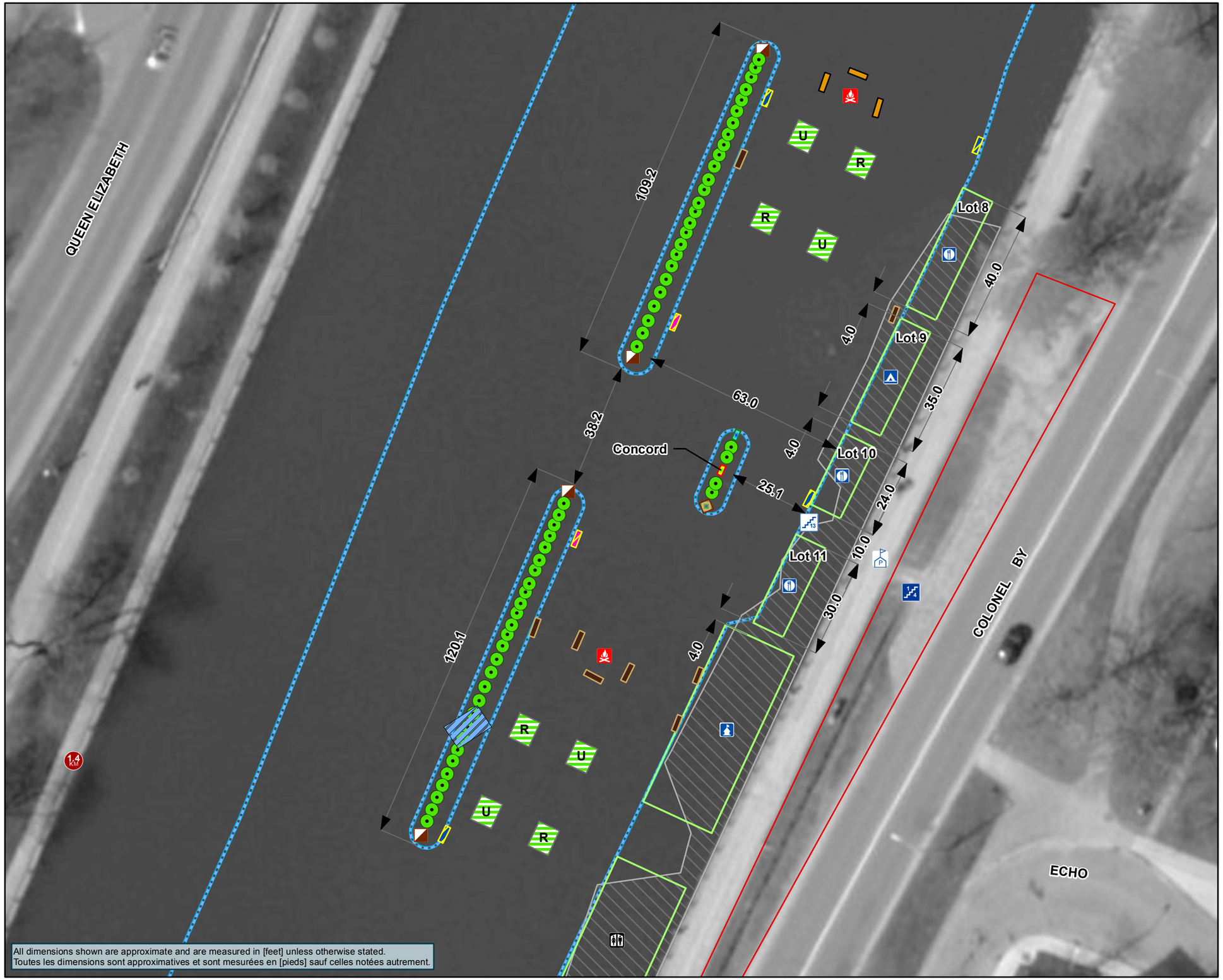
9. Applications for Approval Certificates

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.

10. Letter of Notification

Once a company is identified as the preferred bidder and is in receipt of a Letter of Notification, the following documents must be submitted within five (5) working days:

- Certificate of Insurance ($5,000,000 aggregate)
- Name and coordinates of the Company Security Representative (CSR)
- Copy of Occupational Health and Safety (OH&S) Policy
- Current WSIB clearance certificate
- Safety plan specific to the work to be performed
    - map/directions to the nearest hospital
    - emergency numbers
    - safety measures to protect your employees and the public
- Health and Safety training records of personnel



Rideau Canal Skateway - Small Assets
Patinoire du canal Rideau - Petits biens

10

Concord
Concord

NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	10 of / de 35	1 : 350

Kilometer Marker
Borne kilométrique (0)

Feather Banner
Fanion (4)

X-Mas Tree
Arbre de Noël

X-Mas Tree
Arbre de Noël

Signage
Signalisation

CS-2
CS-2 (1)

CS-2 Wayfinding
Carte d'orientation (1)

CS-4 Promotional
CS-4 promotionnel (1)

Picnic Tables
Table de pique-nique

Cruiser Table
Table haute (0)

Regular [wood]
Ordinaire [bois] (4)

Universal [wood]
Universel [bois] (4)

Regular [aluminum]
Ordinaire [aluminium] (0)

Universal [aluminum]
Universel [aluminium] (0)

Wooden Bench
Banc de bois

Bench with back
Banc avec dossier (8)

Bench without back
Banc sans dossier (3)

Waste Station
Station de déchets

Compost Bin
Bac de compostage (0)

Garbage Barrel
Baril de poubelles (0)

Recycling Bin
Bac de recyclage (0)

3-bin Waste Station [sml]
Station de déchets de 3-bacs [pti] (0)

3-bin Waste Station [lg]
Station de déchets de 3-bacs [gd] (0)

Other
Autre

Fire Pit
Foyer (2)

Boot Rack
Porte-bottes (0)

Storage Container [Cubeit]
Conteneur de stockage [Cubeit] (1)

Points of Interest
Points d'intérêt

Condition Flag
Drapeau de condition

Universal Access Ramp
Rampe d'accéss universelle

Vehicle Ramp
Rampe de véhicule

ATM
GAB

BeaverTails
Queues de Castor

Concession
Concession

Information Kiosk
Kiosque d'information

First Aid
Premiers soins

Parking Ice Access Kiosk
Kiosque de contrôle d'accès/ stationnement

Skateway Rentals
Location de patins

NCC Chalet
Chalet de la CCN

Trailer
Remorque

Washroom [Chalet]
Toilette [Chalet]

Universal Portable Toilet
Toilette portative universelle

Entrance Arch
Arc d'Entrée

Primary Arch
Arc primaire

Secondary Arch
Arc secondaire

Stairs
Escaliers

Aluminium
Aluminium

Wood
Bois

Zones
Zones

Winterlude Zone
Zones de Bal de neige

Snow Clearing Limits
Limite de déneigement

Off-ice SNIC zone
Zone de déneigement hors-glace

Snow Dump
Dépôt à neige

Gravel Pad
Lit de gravier

End of Skateway
Fin de patinoire

Snow Median
Médiane de neige

NCC CCN Rideau Canal Skateway Patinoire du canal Rideau

Date: 2017-11-15

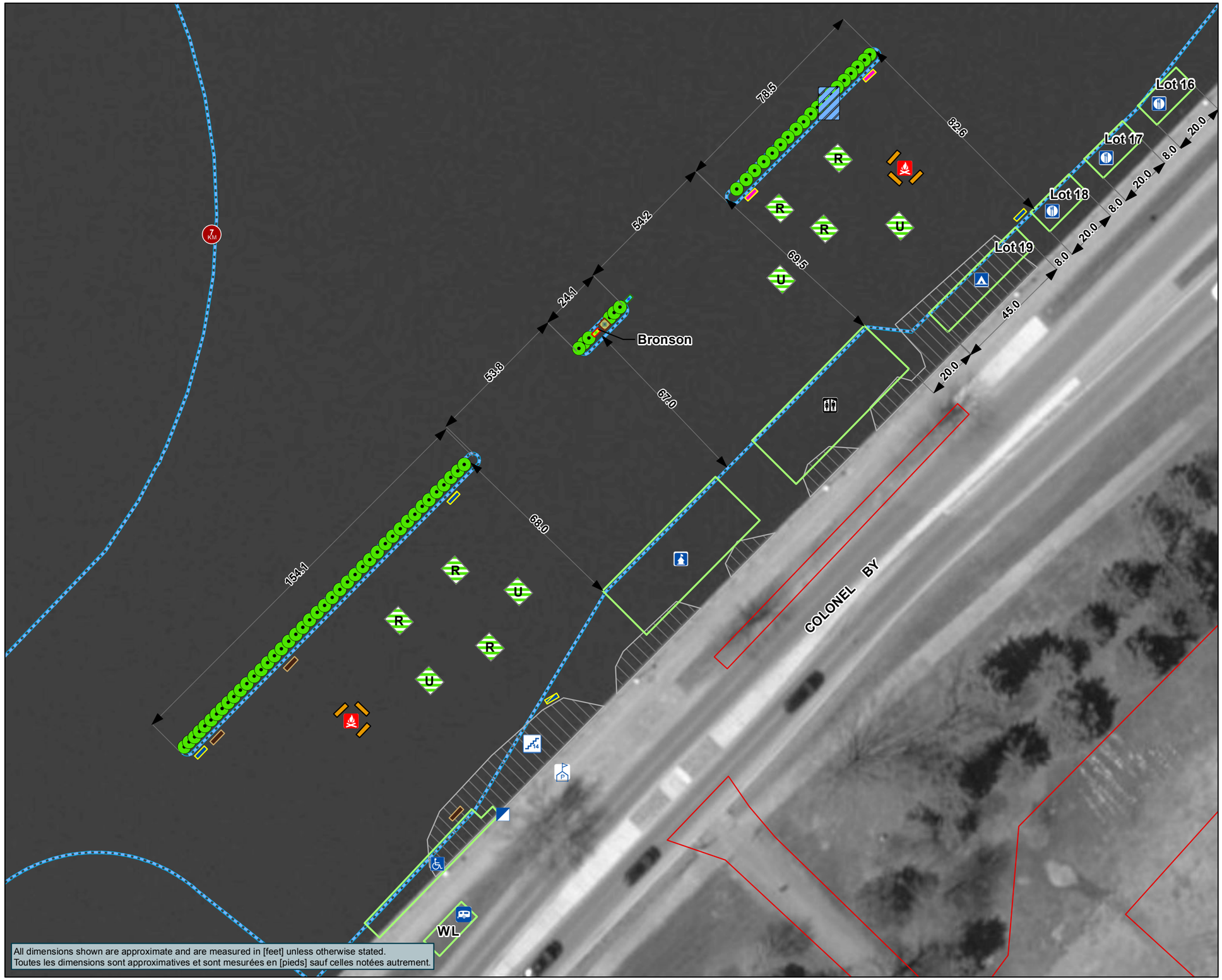
Canada

Rideau Canal Skateway - Small Assets
Patinoire du canal Rideau - Petits biens

30

Bronson
Bronson

NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	30 of / de 35	1 : 425



All dimensions shown are approximate and are measured in [feet] unless otherwise stated.
Toutes les dimensions sont approximatives et sont mesurées en [pieds] sauf celles notées autrement.

Kilometer Marker
Borne kilométrique (1)

Feather Banner
Fanion (0)

X-Mas Tree
Arbre de Noël

X-Mas Tree
Arbre de Noël

Signage
Signalisation

CS-2
CS-2 (1)

CS-2 Wayfinding
Carte d'orientation (1)

CS-4 Promotional
CS-4 promotionnel (1)

Picnic Tables
Table de pique-nique

Regular [wood]
Ordinaire [bois] (6)

Universal [wood]
Universel [bois] (4)

Regular [aluminum]
Ordinaire [aluminium] (0)

Universal [aluminum]
Universel [aluminium] (0)

Wooden Bench
Banc de bois

Bench with back
Banc avec dossier (3)

Bench without back
Banc sans dossier (6)

Waste Station
Station de déchets

Compost Bin
Bac de compostage (0)

Garbage Barrel
Baril de poubelles (0)

Recycling Bin
Bac de recyclage (0)

3-bin Waste Station [sml]
Station de déchets de 3-bacs [pti] (4)

3-bin Waste Station [lg]
Station de déchets de 3-bacs [gd] (2)

Other
Autre

Fire Pit
Foyer (2)

Boot Rack
Porte-bottes (0)

Storage Container [Cubeit]
Conteneur de stockage [Cubeit] (1)

Points of Interest
Points d'intérêt

Condition Flag
Drapeau de condition

Universal Access Ramp
Rampe d'accéss universelle

Vehicle Ramp
Rampe de véhicule

ATM
GAB

BeaverTails
Queues de Castor

Concession
Concession

Information Kiosk
Kiosque d'information

First Aid
Premiers soins

Parking Ice Access Kiosk
Kiosque de contrôle d'accès/ stationnement

Skateway Rentals
Location de patins

NCC Chalet
Chalet de la CCN

Trailer
Remorque

Washroom [Chalet]
Toilette [Chalet]

Universal Portable Toilet
Toilette portative universelle

Entrance Arch
Arc d'Entrée

Primary Arch
Arc primaire

Secondary Arch
Arc secondaire

Stairs
Escaliers

Aluminium
Aluminium

Wood
Bois

Zones
Zones

Winterlude Zone
Zones de Bal de neige

Snow Clearing Limits
Limite de déneigement

Off-ice SNIC zone
Zone de déneigement hors-glace

Snow Dump
Dépôt à neige

Gravel Pad
Lit de gravier

End of Skateway
Fin de patinoire

Snow Median
Médiane de neige

NCC CCN Rideau Canal Skateway Patinoire du canal Rideau

Date: 2018-11-20

Canada

Rideau Canal Skateway - Small Assets
Patinoire du canal Rideau - Petits biens

20

Fifth - Entrance
Fifth - Entrée

NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	20 of / de 35	1 : 250

Kilometer Marker
Borne kilométrique (1)

Feather Banner
Fanion (0)

X-Mas Tree
Arbre de Noël

X-Mas Tree
Arbre de Noël

Signage
Signalisation

CS-2
CS-2 (0)

CS-2 Wayfinding
Carte d'orientation (0)

CS-4 Promotional
CS-4 promotionnel (0)

Picnic Tables
Table de pique-nique

Regular [wood]
Ordinaire [bois] (0)

Universal [wood]
Universel [bois] (0)

Regular [aluminum]
Ordinaire [aluminium] (1)

Universal [aluminum]
Universel [aluminium] (0)

Wooden Bench
Banc de bois

Bench with back
Banc avec dossier (4)

Bench without back
Banc sans dossier (2)

Waste Station
Station de déchets

Compost Bin
Bac de compostage (0)

Garbage Barrel
Baril de poubelles (1)

Recycling Bin
Bac de recyclage (0)

3-bin Waste Station [sml]
Station de déchets de 3-bacs [pti] (1)

3-bin Waste Station [lg]
Station de déchets de 3-bacs [gd] (0)

Other
Autre

Fire Pit
Foyer (1)

Boot Rack
Porte-bottes (1)

Storage Container [Cubeit]
Conteneur de stockage [Cubeit] (0)

Points of Interest
Points d'intérêt

Condition Flag
Drapeau de condition

Universal Access Ramp
Rampe d'accéss universelle

Vehicle Ramp
Rampe de véhicule

ATM
GAB

BeaverTails
Queues de Castor

Concession
Concession

Information Kiosk
Kiosque d'information

First Aid
Premiers soins

Parking Ice Access Kiosk
Kiosque de contrôle d'accès/ stationnement

Skateway Rentals
Location de patins

NCC Chalet
Chalet de la CCN

Trailer
Remorque

Washroom [Chalet]
Toilette [Chalet]

Universal Portable Toilet
Toilette portative universelle

Entrance Arch
Arc d'Entrée

Primary Arch
Arc primaire

Secondary Arch
Arc secondaire

Stairs
Escaliers

Aluminium
Aluminium

Wood
Bois

Zones
Zones

Winterlude Zone
Zones de Bal de neige

Snow Clearing Limits
Limite de déneigement

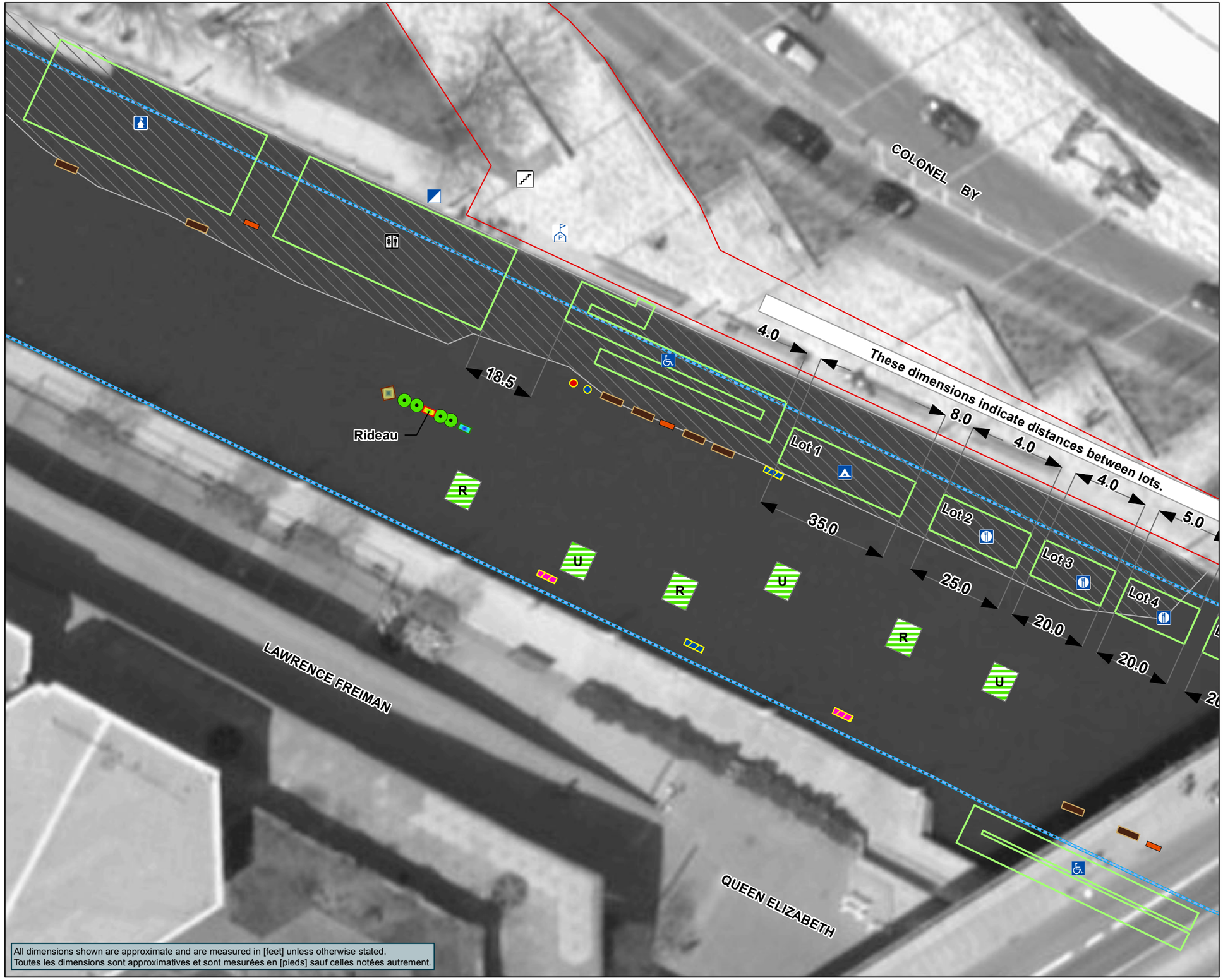
Off-ice SNIC zone
Zone de déneigement hors-glace

Snow Dump
Dépôt à neige

Gravel Pad
Lit de gravier

End of Skateway
Fin de patinoire

Snow Median
Médiane de neige



Rideau Canal Skateway - Small Assets
Patinoire du canal Rideau - Petits biens

2

NAC - Rest Area (North)
CNA - Aire de repos (nord)

NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	2 of / de 35	1 : 300

Kilometer Marker
Borne kilométrique (0)

Feather Banner
Fanion (0)

X-Mas Tree
Arbre de Noël

X-Mas Tree
Arbre de Noël

Signage
Signalisation

CS-2
CS-2 (1)

CS-2 Wayfinding
Carte d'orientation (1)

CS-4 Promotional
CS-4 promotionnel (1)

Picnic Tables
Table de pique-nique

Regular [wood]
Ordinaire [bois] (3)

Universal [wood]
Universel [bois] (3)

Regular [aluminum]
Ordinaire [aluminium] (0)

Universal [aluminum]
Universel [aluminium] (0)

Wooden Bench
Banc de bois

Bench with back
Banc avec dossier (8)

Bench without back
Banc sans dossier (0)

Waste Station
Station de déchets

Compost Bin
Bac de compostage (0)

Garbage Barrel
Baril de poubelles (1)

Recycling Bin
Bac de recyclage (1)

3-bin Waste Station [sml]
Station de déchets de 3-bacs [pti] (2)

3-bin Waste Station [lg]
Station de déchets de 3-bacs [gd] (2)

Other
Autre

Fire Pit
Foyer (0)

Boot Rack
Porte-bottes (3)

Storage Container [Cubeit]
Conteneur de stockage [Cubeit] (0)

Points of Interest
Points d'intérêt

Condition Flag
Drapeau de condition

Universal Access Ramp
Rampe d'accéss universelle

Vehicle Ramp
Rampe de véhicule

ATM
GAB

BeaverTails
Queues de Castor

Concession
Concession

Information Kiosk
Kiosque d'information

First Aid
Premiers soins

Parking Ice Access Kiosk
Kiosque de contrôle d'accès/ stationnement

Skateway Rentals
Location de patins

NCC Chalet
Chalet de la CCN

Trailer
Remorque

Washroom [Chalet]
Toilette [Chalet]

Universal Portable Toilet
Toilette portative universelle

Entrance Arch
Arc d'Entrée

Primary Arch
Arc primaire

Secondary Arch
Arc secondaire

Stairs
Escaliers

Aluminium
Aluminium

Wood
Bois

Zones
Zones

Winterlude Zone
Zones de Bal de neige

Snow Clearing Limits
Limite de déneigement

Off-ice SNIC zone
Zone de déneigement hors-glace

Snow Dump
Dépôt à neige

Gravel Pad
Lit de gravier

End of Skateway
Fin de patinoire

Snow Median
Médiane de neige

NCC CCN Rideau Canal Skateway Patinoire du canal Rideau

Date: 2018-11-20

Canada

CLOSE DOWN AND START-UP PROCEDURES MANUAL#

Rideau Canal
Skateway Shelters

Table of Contents

Close Down Procedure Overview 2
Start-up Procedure Overview 3
Warranty 4
Close Down Procedure Before Shipping To Storage Yard 5
Start-up Procedure On Dry Canal 9
Typical Troubleshooting Guide 12
Operations Checklist 13
Self Contained Chalet – Water and Air Flow Diagram 14
Self Contained Chalet – Sanitary Flow Diagram 15
City Connected Chalet – Water and Air Flow Diagram 16
City Connected Chalet – Sanitary Flow Diagram 17

Rideau Canal Sketeway Shelters

The following is a set of instructions for close-down, start-up and commissioning procedures and shall be used as a minimum guide for preventive Mechanical and Electrical maintenance plan for the New Rideau Canal Shelters.

The procedures shall be reviewed with maintenance staff and modified according to site specific fact-findings and staff observations and recommendations.

The preventive Mechanical and Electrical maintenance plan for the New Rideau Canal Shelters shall recognize different work surroundings and shall be tailored with focus on the following:

1) **Close down procedure** must be sensitive to:
   a) Since the structure is still on the ice, protection of the environment is crucial. All work that may cause sewage or chemical leaks must be closely monitored and avoided. The emergency procedure to deal with possible leaks must be in place.
   b) Work will most likely commence at the outdoor temperatures below freezing point. Prevention against pipe, tanks and fixture damage due to freeze up is imperative. All chambers (pipes, tanks, p-traps, etc.) must be drained or filled with anti-freeze solution.
   c) Due to the time and location of the New Rideau Canal Shelters during the close-down procedure, adequate cleanup and disinfection procedures are not possible. A great deal of attention is required to clean services with basic disinfection precautions.

2) **Start-up procedure** must be scheduled when chalets are placed on dry canal to perform work while outdoor temperature is above zero:
   a) Power connection is to be arranged. The heat shall be maintained for 48 hr. prior to start of any mechanical work.
   b) Since the structure is placed on the ice, protection of the environment is crucial. All work that may cause sewage or chemical leaks must be closely monitored and avoided. The emergency procedure to deal with possible leaks must be in place.
   c) Adequate cleanup and disinfection procedures must be performed during start-up procedure.
   d) All Mechanical & Electrical services must be tested and any required repairs performed. Any damages and deficiencies must be recorded for further improvement of preventive Mechanical and Electrical maintenance plan.
   e) Upon completion of all tasks the New Rideau Canal Shelters will be ready for operation on the Rideau Canal. The chalets will remain powered and heated until the completion of Winterlude at which time the shut-down procedure will be implemented.

Warranty Issues

Electrical Warranty

Thomas Fuller Construction, as the general contractor, is responsible for the overall warranty of this project. Thomas Fuller Construction will accept all calls about electrical work, hire any and all electrical contractors and cover material and labour costs for warranty issues.

Contact information for Thomas Fuller Construction:

2700 Queensview Dr.
Ottawa, Ontario
K2B 8H6
T: 613-820-6000
F: 613-829-7296
Email: build@fuller.ca

Mechanical Warranty

Thomas Fuller Construction, as the general contractor, is responsible for the overall warranty of this project. Rideau mechanical will accept calls about mechanical work and will be the mechanical contractors. Rideau mechanical will cover any and all material and labour costs for warranty issues.

Contact information for Rideau Mechanical:

74 Blackburn Ave.
Ottawa, Ontario
K1N 8A5
T: 613-730-6005
F: 613-730-6007
Email: rideau-mech@bellnet.ca

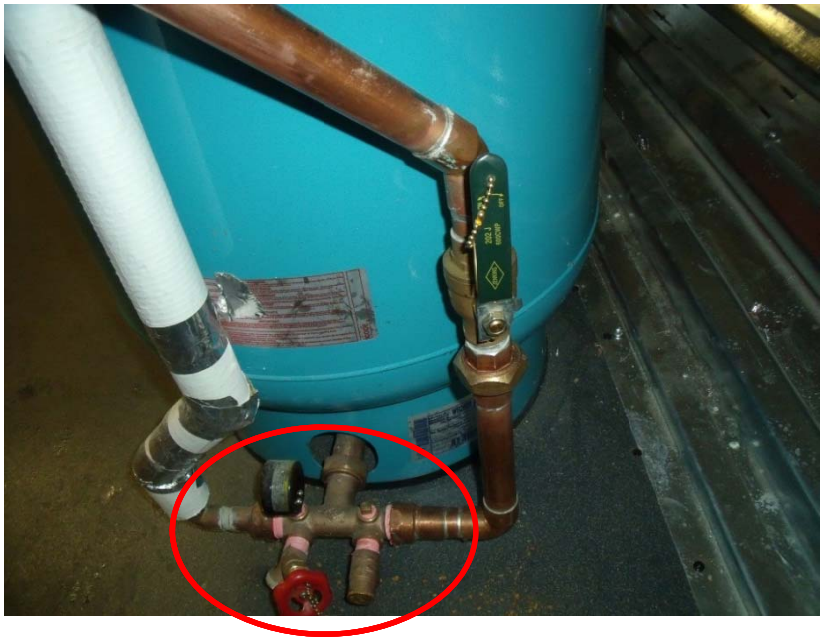
Contact information for Thomas Fuller Construction:

2700 Queensview Dr.
Ottawa, Ontario
K2B 8H6
T: 613-820-6000
F: 613-829-7296
Email: build@fuller.ca

Close-down before shipping to storage yard

1. Turn breakers off for water pumps.
2. For NAC Chalet, close valve on supply water, outside Chalet, and proceed to step 5.
3. Drain water storage tank (this is clean water, it can be evacuated outside).

4. Drain pressurized water tank (this is clean water, it can be evacuated outside).



5. Flush all toilets to evacuate water from the bowl and turn on all taps until water stops running. Pipes are now ready for compressed air “blow down”.

6. Close valves for pressure gauges.
7. Slowly open service valve on compressed air line connected to the water line.

Air line valve connecting air line to water line

8. Activate each tap until water is evacuated and flush each toilet until no water is poured into the bowl.
9. Turn off breakers for air compressor.
10. Slowly open drain valve on air compressor tank and allow air to bleed out.
11. Pour ½ gal of plumbers anti-freeze in each sink and urinal.
12. Pour ½ gal of plumbers anti-freeze in each toilet and flush. Repeat this twice.
13. Open the top hatch of the sewage transfer tanks and fill with 20 gal of 10% chlorine solution.

Top hatch of sewage holding tank

14. Drain sewage transfer tanks, force pump to controlled operation on “HAND” mode

Sewage transfer tank drain

15. Turn off breakers for sewage pumps.
16. Use shop-vac to evacuate remaining sewage in transfer tank. Transfer waste to holding tank. Use pumping truck to empty holding tuck in same fashion as regular service. Spray the inside of the sewage holding tank with 20 gal of 10% chlorine solution. Repeat emptying tank procedure.
17. Use pressure washer and scrub brush to clean the inside of the tanks. Flush contents into sewage holding tank.
18. Open drain valve on sewage holding tank and manually drain remaining liquid from sewage holding tank. Use shallow container to capture waste. Transfer waste to pumping truck.

Sewage storage tank drain valve and drain

19. Pour 4 gal of plumbers anti-freeze into sewage holding tank.
20. Close drain and water valves at service box outside.
21. Apply vaseline to rubber ring on each flapper of each toilet.
22. Perform a full visual inspection of all visible exterior vents, louvers and service connections for any signs of damage and make repairs where required.
23. Perform emergency lighting test: Press test button for 30 seconds and verify that the lamps come on. Check for any physical damage on each unit and the alignment of the light beams. Perform any repairs as needed. A test log book is to be kept at all times.
24. Verify the emergency lighting battery's life cycle and replace accordingly.
25. Disconnect all emergency lighting from batteries for storage.
26. Ensure main disconnect switches are in the off position before disconnecting the outdoor power cables.
27. Check that the power cables are not damaged in any way.
28. Check that all disconnect switches and panel covers are closed and locked and that all fixture covers are secure before transporting the chalet.
29. Perform a full visual inspection of visible exterior wiring for any signs of damage and make repairs where required.
30. Disconnect outdoor power cables.
31. For NAC Chalet, disconnect heat trace cable and water supply pipes, outside Chalet, and store them in the Chalet.
32. Record in digital photo format overall building condition. Prepare close-down note validating procedures performed, sign documents and submit to manager.
33. Structure is ready for transfer.

Start-up procedure on dry canal

1. This procedure is to be performed shortly after transporting the structures onto the dry canal.
2. Visually inspect the building and points of entry for power, water and sewage services.
3. Ensure power cables are not damaged. Repair any damage as needed.
4. Ensure that the main disconnect switches are in the off position before connecting the outdoor power cables.
5. Open the main disconnect switches and ensure the fuses are still in place and in the proper positions.
6. For NAC Chalet, make sure heat trace cables and supply water pipes that are stored in the Chalet are not damaged.
7. For NAC Chalet, slowly open water supply valve, outside Chalet, and let it spill onto the ice surface to verify that the pipe is not frozen, then close this valve.
8. For NAC Chalet, connect water supply pipes and heat trace cable.
9. For NAC Chalet, slowly open water supply valve outside Chalet.
10. Connect outdoor power cables.
11. Make sure all breakers are on and not tripped.
12. With the use of a thermographic tool, verify that all heating units are operational and increase the temperature to ensure thermostats are still functional. If not, verify the breaker, thermostat and the manufacturer installed built-in high limit switches.
13. Connect all emergency lighting to batteries.
14. Perform emergency lighting test: Press test button for 30 seconds and verify that the lamps come on. Check for any physical damage on each unit and the alignment of the light beams. Perform a 90 minute full functional test as well, checking the battery and leads for corrosion. Test both battery and charging circuit voltages and clean the unit. Perform any repairs as needed. A test log book is to be kept at all times.
15. Verify outdoor lighting controls such as motion or night time sensors.
16. Verify all indoor lighting is operational, replace lamps if necessary.
17. Turn on heating for 48 hr. prior to mechanical services commissioning.
18. Turn on breaker energizing compressor and dryer, check operation, check filter. Follow manufacture recommended start-up /maintenance procedure.
19. Close and tighten all loose and disconnected sanitary, air and water pipe joints. Inspect tank gaskets. Make sure the tanks are airtight.
20. Spray inside of water storage tank with 5 gal of 5% chlorine solution.
21. Spray inside of sewage holding tank with 5 gal of 10% chlorine solution.
22. Spray inside of sewage transfer tanks with 5 gal of 10% chlorine solution.

23. Drain water storage tank. Water has high chlorine level and should be disposed of properly.

24. Fill ½ of water storage tank with water. Check for leaks.
25. Check that all valves (except for drain on water storage tank, pressurized water tank and service box) are open for water lines.
26. Turn on breaker energizing compressor and dryer.
27. When starting up the air compressor, refer to the manual. Ensure there is oil in the crankcase. Visually inspect the unit. Make any repairs as needed. Open the compressor's ball valve, start the compressor and let it run for 30 minutes. After 30 minutes close the ball valve and allow the compressor to reach operating pressure (ensure compressor shuts down at the pre-set pressure).
28. Open valves on all air lines (except service valve connected to water line). Check for leaks.
29. Check that all valves are open for air lines (except valve connected to water line).

30. Check air filter on dryer.
31. Check that all valves (except for drain on sewage storage tank and at service box at the back of the chalet) are open for sewage lines

Valves on the sewage line shown in the open position

32. Turn all breakers on and allow pressurized water tank to be filled. Check for leaks.
33. Check pressure gauge for pressurized water tank during filling process and when filling process is complete.
34. Flush all toilets several times, run all taps for several minutes and pour approximately 2 gal of water into each urinal. Check for leaks.
35. Make sure sewage transfer tanks are full with enough liquid for pumps to turn on. Once pumps turn on, check for leaks. Verify floats operation.
36. Clean all fixtures and mechanical equipment.
37. Start-up is now complete.

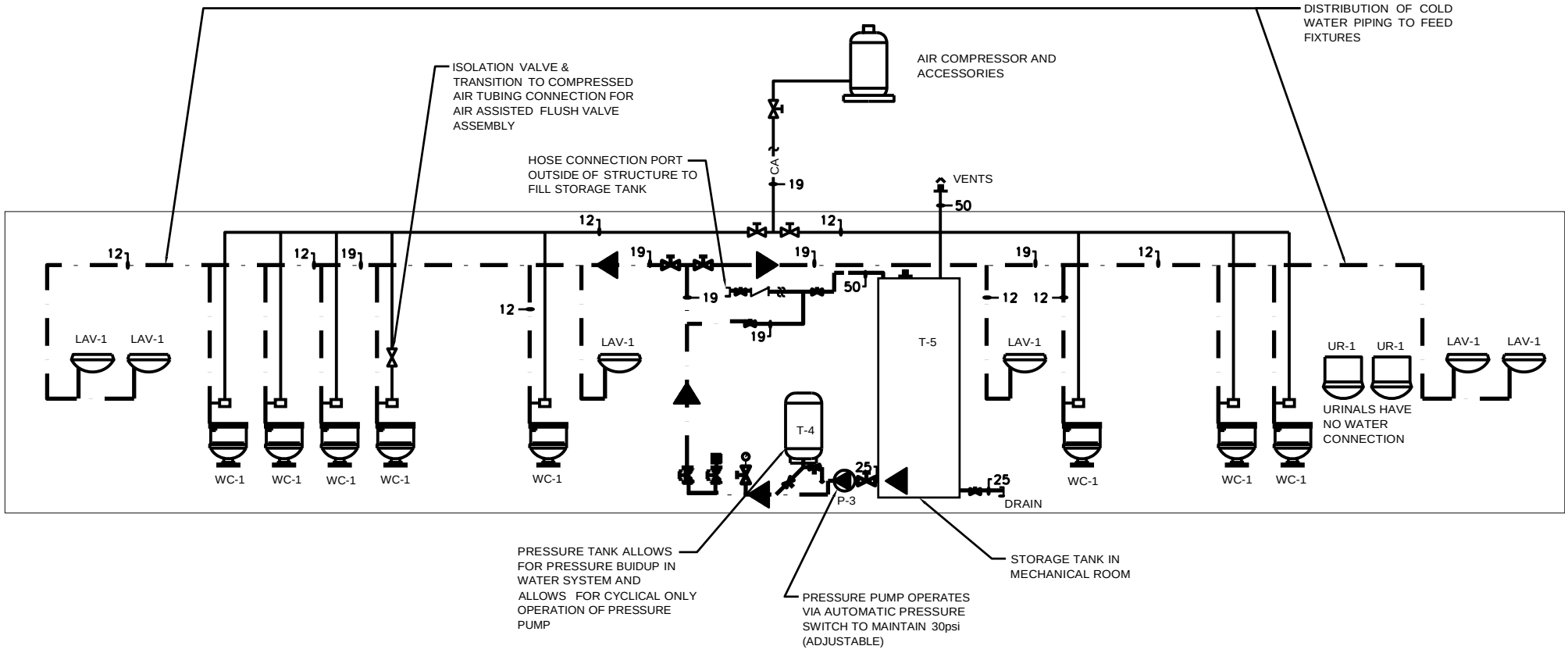
Typical Troubleshooting Guide

Toilet won't flush	Check breakers to make sure power is being supplied to magic eye and water pressure tank
	Test magic eye to see if it activates flushing sequence, does flapper open, does water enter the bowl? Replace magic eye if necessary
	Hold flapper open and flush again
Sewage transfer tank fills up	Check breakers to make sure power is being supplied to transfer pumps
	Check floats
	Check valves between transfer tank and holding tank to make sure they are in the open position
Sewage smell present in mechanical room	Check integrity of gaskets on sewage transfer tanks
Tap doesn't produce water	Check breakers to make sure power is being supplied to water pressure tank
	Check spring inside tap
	Check water valves to make sure they are in the open position
	Replace tap if necessary
Lights are not on	Check breakers to make sure power is being supplied to lighting
	Replace light(s) if necessary
Leak found in water or sewer piping	Check any joints near where leak is found, tighten any loose joint
	Call maintenance contractor if leak persists
Drop in air pressure	Check breakers to make sure power is being supplied to air compressor
	Check air valves to make sure they are in the open position

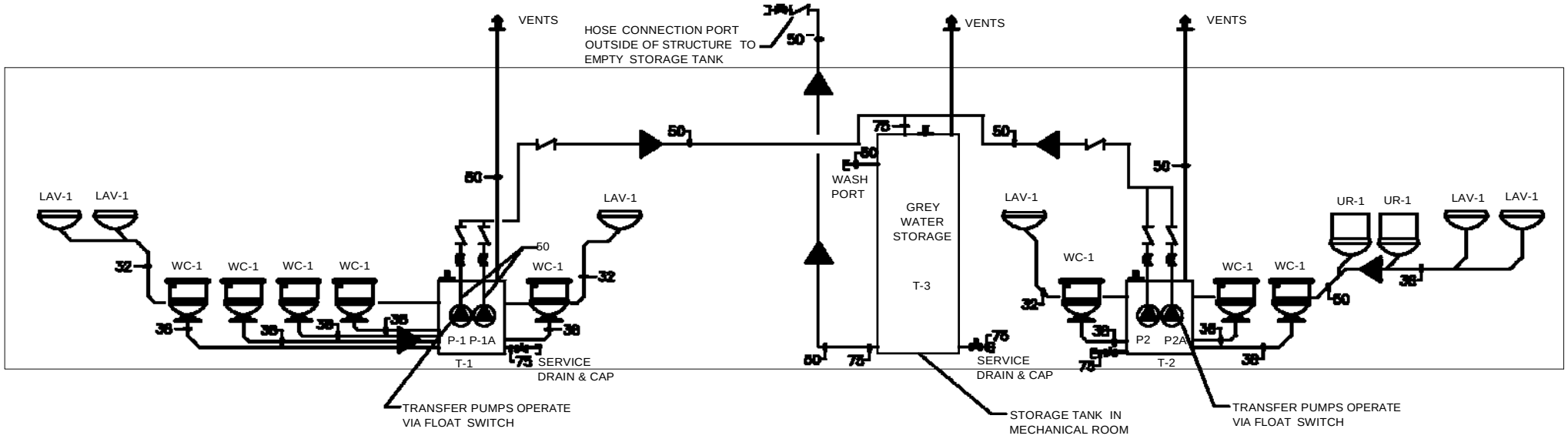
Operations Checklist

Operation	Daily	Weekly	Annually	Procedure	Troubleshooting
Check operation of all fixtures	✓			Flush all toilets, activate all taps and pour approx. 1L of water into urinals.	If fixture(s) not operational, call maintenance contractor.
Check water level in water storage tank	✓			Visually inspect.	If water level is inadequate, call water supply contractor.
Check sewage level in sewage storage tank	✓			Visually inspect.	If sewage level is too high, call sewage contractor.
Visually check for leaks for all piping	✓			Visually inspect.	If leak is found, call maintenance contractor. Plumbing contractor may be required.
Check indoor lighting	✓			Visually inspect for burnt out or flickering lights.	If indoor lighting is burned out, call maintenance contractor to replace.
Check emergency lighting		✓		Unplug emergency lights and verify that the lights turn on.	If lights don't turn on, call maintenance contractor. Electrical contractor may be required.
Check breakers		✓		Visually inspect that no breakers are tripped to the off position.	If breaker is in the off position, move to on position.
Check float alarms		✓		Lift and observe strobe light	Check connection, call maintenance contractor
Check pumps operation and floats (lead/lag)		✓		Lift in sequence.	Call maintenance contractor.
Check fan			✓	Turn on/off.	Repair/replace.
Check heating cable			✓	Plug and feel.	Replace.
Check air filter on dryer			✓	See Maintenance Manual for detailed procedure.	Call maintenance contractor.
Check air compressor			✓	See Maintenance Manual for detailed procedure.	Call maintenance contractor.

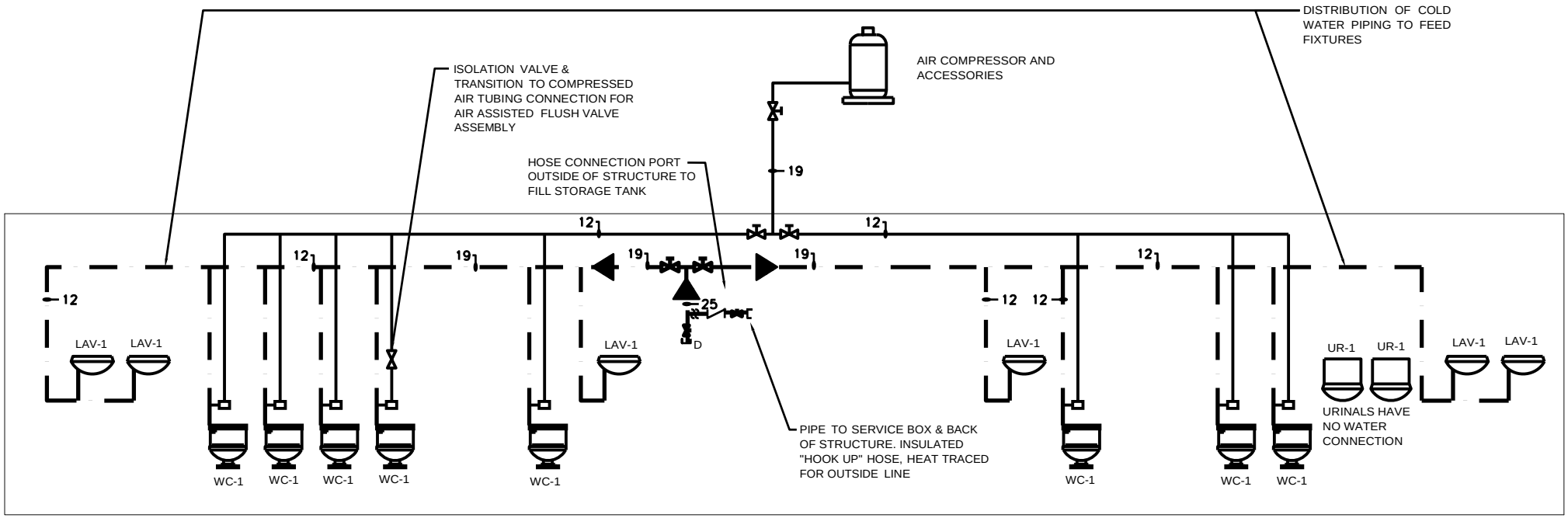
Self Contained Chalet – Water and Air Flow Diagram



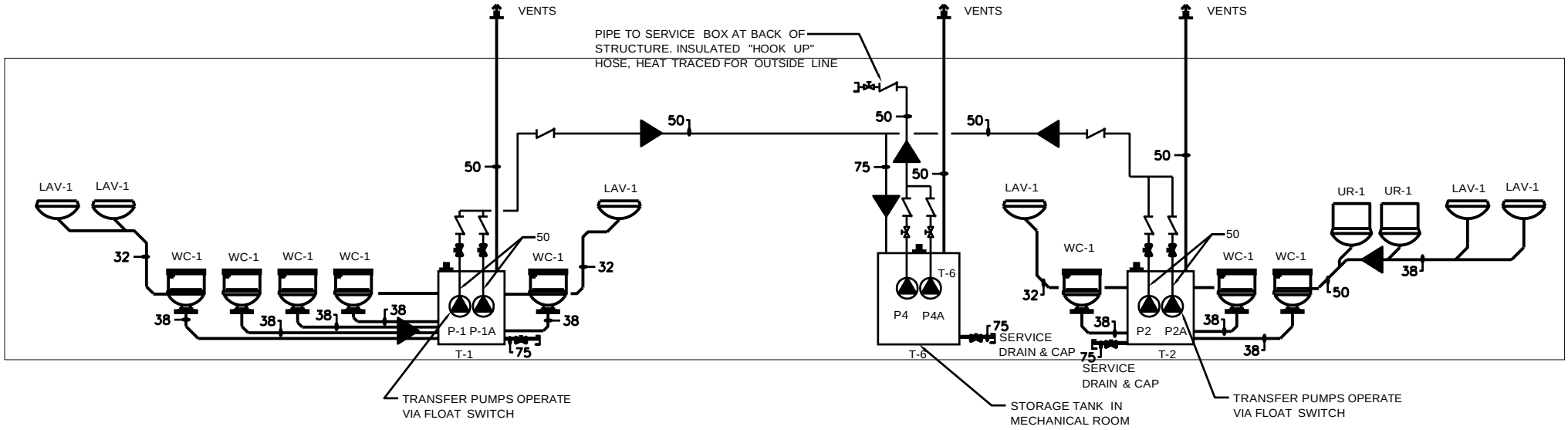
Self Contained Chalet – Sanitary Flow Diagram



City Connected Chalet – Water and Air Flow Diagram



City Connected Chalet – Sanitary Flow Diagram



CLOSE DOWN AND START-UP PROCEDURES MANUAL

5th Avenue
Rideau Canal
Comfort Station

Table of Contents

Close Down Procedure Overview 2
Start-up Procedure Overview 3
Close Down Procedure Before Shipping To Storage Yard 4
Start-up Procedure On Dry Canal 9
Typical Troubleshooting Guide 13
Operations Checklist 14
Comfort Station – Flow Diagram 15
Site Services and Site Boxes 16

5th Avenue Rideau Canal Comfort Station

The following is a set of instructions for close-down, start-up and commissioning procedures and shall be used as a minimum guide for preventive Mechanical and Electrical maintenance plan for the 5th Avenue Rideau Canal Comfort Station.

The procedures shall be reviewed with maintenance staff and modified according to site specific fact-findings and staff observations and recommendations.

The preventive Mechanical and Electrical maintenance plan for the 5th Avenue Rideau Canal Comfort Station shall recognize different work surroundings and shall be tailored with focus on the following:

1) **Close down procedure** must be sensitive to:
   a) Since the structure is located on the ice and services are connected to amenities on the shore protection of the environment is crucial. All work that may cause sewage or chemical leaks must be closely monitored and avoided. The emergency procedure to deal with possible leaks must be in place.
   b) Work will most likely commence at the outdoor temperatures below freezing point. Prevention against pipe, tanks and fixture damage due to freeze up is imperative. All chambers (pipes, tanks, p-traps, etc.) must be drained or filled with anti-freeze solution. Service heat for shore connections has to be maintain for duration of the operation , set-up and close down.
   c) Due to the service time and location of the 5th Avenue Rideau Canal Comfort Station during the close-down procedure, adequate cleanup and disinfection procedures is not possible. A great deal of attention is required to clean services with basic disinfection precautions after Station is stored.

2) **Start-up procedure** must be scheduled when structure is placed on dry canal to perform work while outdoor temperature is above zero:
   a) Power connection is to be arranged. The cable designated to serve Comfort Station has to be visually inspected prior to connection to Power Bollards. The heat shall be maintained for 48 hr. prior to start of any mechanical work.
   b) Adequate cleanup and disinfection procedures must be performed during start-up procedure.
   c) All Mechanical & Electrical services must be tested. Any damages and deficiencies must be recorded for further improvement of preventive Mechanical and Electrical maintenance plan.
   d) Upon completion of all tasks the 5th Avenue Rideau Canal Comfort Station will be ready for operation on the Rideau Canal. The Station will remain powered and heated until the completion of Winterlude at which time the shut-down procedure will be implemented.

Close-down before shipping to storage yard

1. Flush plumbing fixtures with water.
2. Fill toilet bowl with 10% chlorine solution (Javex) and flush. Replete procedure twice.

3. Close water valves in service chamber on the shore.

4. Evacuate water from the bowl and turn on all taps until water stops running.
5. Pour ½ gal of plumbers anti-freeze in each sink and urinal.
6. Pour ½ gal of plumbers anti-freeze in each toilet and flush.
7. Drain sewage sump tanks, switch pump to operation on “HAND” mode to force sump pump to “run dry”, wash down interior of the sump, fill sump with 5% chlorine solution (Javex/water) up to 1/3 of the tank depth, drain in same manner.

8. Close force flow sanitary line valves in service chamber on the shore.

9. Disconnect and remove water line and sewer force flow pipe connection.

10. Make sure sewer pipe drain back to sanitary sump tank inside Service Station.
11. Drain water lines.
12. Turn breakers off for water pumps, heat tracing and electric water heaters.

13. Drain electric water heater, leave drain valve in open position. (this is clean water, it can be evacuated outside).

14. Use shop-vac to evacuate remaining sewage from sump pump tank. Transfer waste to holding tank. Use pumping truck to empty holding tank to dispose sewage in appropriate manner.
15. Pour 2 gallons of plumbers anti-freeze into sump pump tank.
16. Visually inspect water and force flow hoses and prepare for transport and storage.
17. Perform a full visual inspection of all visible exterior vents, louvers and service connections for any signs of damage.
18. Check for any physical damage to the light fixtures.
19. Disconnect all emergency lighting from batteries for storage.
20. Ensure main disconnect switches are in the off position before disconnecting the outdoor power cables.
21. Check that the power cables are not damaged in any way.
22. Check that all disconnect switches and panel covers are closed and locked and that all fixture covers are secure before transporting the chalet.
23. Perform a full visual inspection of visible exterior wiring for any signs of damage.

24. Disconnect outdoor power cables.

25. Disconnect heat trace cable on water supply pipes, outside Comfort Station, and store them inside the structure.

26. Prepare and submit report(s) detailing asset condition and recommendations, as per Section 7 of the RCS Chalets Operations and Maintenance contract.
27. Structure is ready for transfer.

Start-up procedure on dry canal

1. This procedure is to be performed shortly after transporting the structures onto the dry canal.
2. Visually inspect the building and points of entry for power, water and sewage services.
3. Ensure power cables are not damaged.
4. Ensure that the main disconnect switches are in the off position before connecting the outdoor power cables.

5. Open the main disconnect switches and ensure the fuses are still in place and in the proper positions.
6. Make sure heat trace cables and supply water pipes that are stored inside the structure are not damaged.
7. Slowly open valves on water supply valve in the chamber on the shore, outside Comfort Station, and let it spill onto the ice surface to verify that the shore pipe is not damaged, close this valve.

8. Verify the heater inside valve chamber on the shore is connected and operational and make repairs if required.

9. Connect water supply pipes and heat trace cable.
10. Connect force flow sanitary sewer discharge line and heat trace cable to shore services.
11. Slowly open water supply valve in service chamber outside check for leaks.
12. Verify plumbing fixtures operation, check faucets, drain lines, toilet flashing action.
13. Make sure all breakers are on and not tripped.

14. Verify that all heating units are operational and increase the temperature to ensure thermostats are still functional. If not, verify the breaker, thermostat and the manufacturer installed built-in high limit switches.

15. Connect all emergency lighting to batteries.
16. Perform emergency lighting test: Press test button for 30 seconds and verify that the lamps come on. Check for any physical damage on each unit and the alignment of the light beams. Perform a 90 minute full functional test as well, checking the battery and leads for corrosion. Test both battery and charging circuit voltages and clean the unit.
17. Turn on heating for 48 hr. prior to mechanical services commissioning.
18. Turn on breaker energizing sewer sump pumps.
19. Close and tighten all loose and disconnected sanitary pipe joints. Inspect tank gaskets. Make sure the tanks are airtight
20. Spray inside of sewage sump tank with 2gal of 10% chlorine solution.
21. Flush all toilets several times, run all taps for several minutes and pour approximately 2 gal of water into each urinal. Check for leaks.
22. Make sure sewage sump tanks are full with enough liquid for pumps to turn on. Once pumps turn on, check for leaks. Verify floats operation.
23. Connect and energize water heaters, verify operation. Set thermostat to 90 deg.
24. Verify exhaust fan operation.

25. Place cartridges in waterless urinals.

26. Clean all fixtures and mechanical equipment.
27. Start-up is now complete.

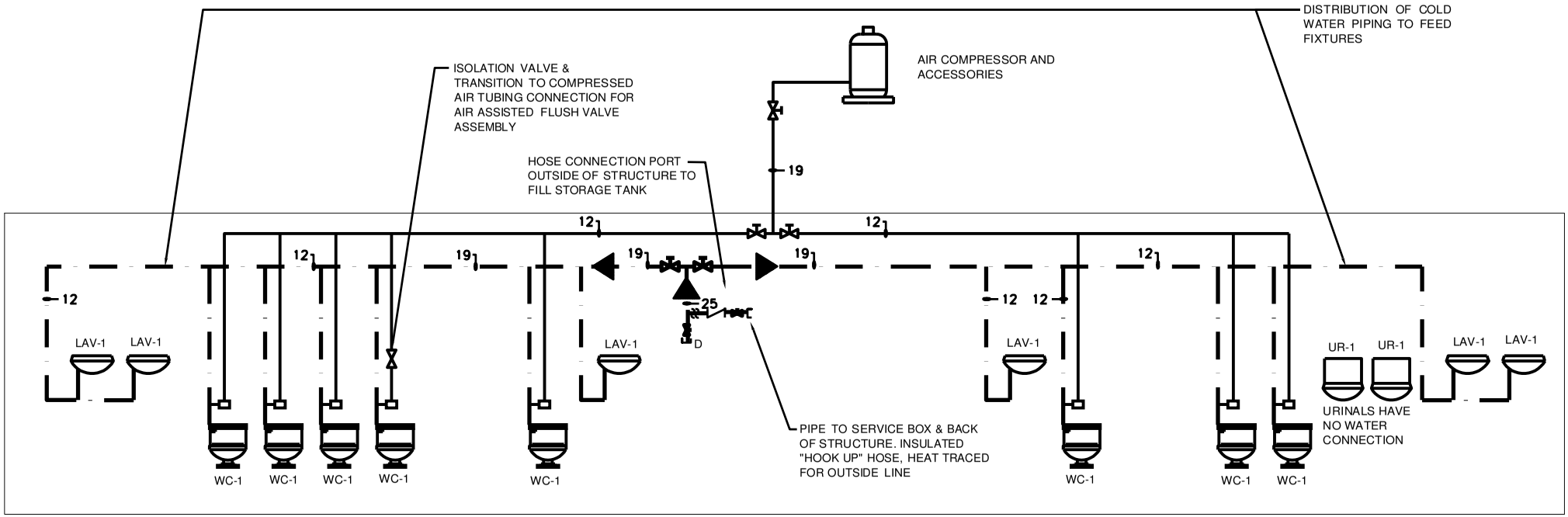
Typical Troubleshooting Guide

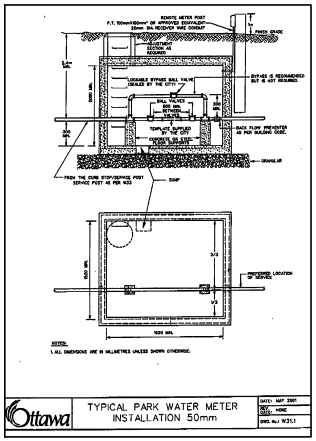
Toilet won't flush	Check if water supply valves are open and fill tank.
	Test flush valve action, repair or replace as required
Sewage sump tank fills up	Check breakers to make sure power is being supplied to sewage pumps
	Check floats
	Check valves between sewage sump tank and valve chamber on the shore to make sure they are in the open position
Sewage smell present in mechanical room	Check integrity of gaskets on sewage sump tanks
No water flow at the tap.	Check if water supply valves are open.
	Check spring inside tap
	Replace tap if necessary
Lights are not on	Check breakers to make sure power is being supplied to lighting
	Replace light(s) if necessary
Leak found in water or sewer piping	Check any joints near where leak is found, tighten any loose joint
No hot water.	Check if water supply valves are open and fill tank.
	Check breakers to make sure power is being supplied to water heater.
	Check thermostat and heating element connection and operation.
	Replace water heater if necessary
No heat.	Check breakers to make sure power is being supplied to heaters.
	Check thermostat and heating element connection and operation.
	Replace heaters if necessary

Operations Checklist

Operation	Daily	Weekly	Annually	Procedure	Troubleshooting
Check operation of all fixtures	✓			Flush all toilets, activate all taps and pour approx. 1L of water into urinals.	See list.
Check sewage level in sewage sump tank	✓			Visually inspect.	See list.
Visually check for leaks for all piping	✓			Visually inspect.	If leak is found, call maintenance contractor. Plumbing contractor may be required.
Check lighting	✓			Visually inspect for burnt out or flickering lights.	If indoor lighting is burned out, call maintenance contractor to replace.
Check emergency lighting		✓		Unplug emergency lights and verify that the lights turn on.	If lights don't turn on, call maintenance contractor. Electrical contractor may be required.
Check breakers		✓		Visually inspect that no breakers are tripped to the off position.	If breaker is in the off position, move to on position.
Check float alarms		✓		Lift and observe strobe light	Check connection, call maintenance contractor
Check fan			✓	Turn on/off.	Repair/replace.
Check heating cable			✓	Plug and feel.	Replace.
Check water heaters			✓	See Maintenance Manual for detailed procedure.	Call maintenance contractor.
Check space heaters			✓	See Maintenance Manual for detailed procedure.	Call maintenance contractor.

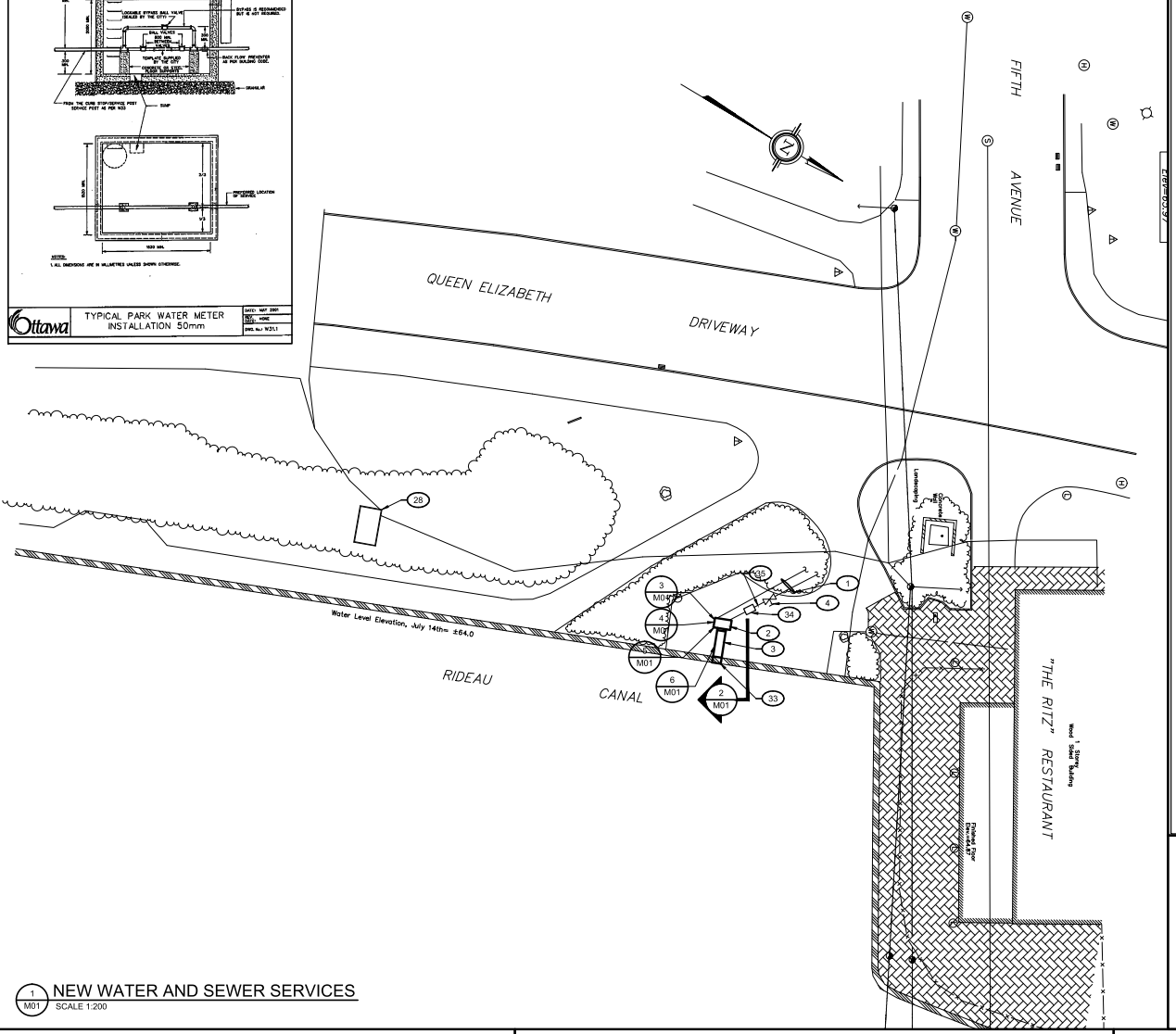
Comfort Station - Flow Diagram



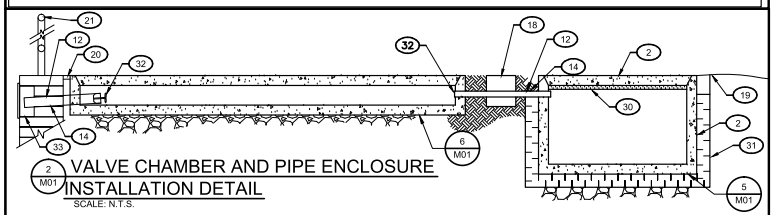


DRAWING NOTES

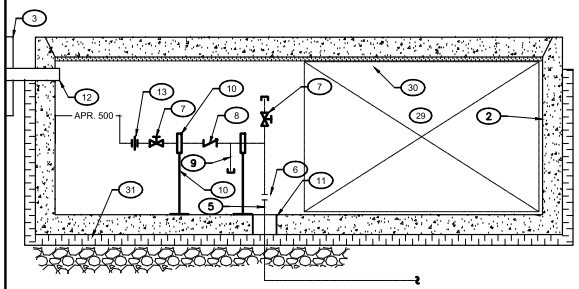
1. NEW 75MM DIA. FORCE FLOW SEWER AND 25MM DIA. DOMESTIC WATER UNDERGROUND SERVICES. FOR CONTINUATION SEE DRAWING SS-1
2. DOUBLE COMPARTMENT VALVE CHAMBER WITH LID. FOR DETAILS SEE 5/M-01
3. DOUBLE COMPARTMENT PIPE ENCLOSURE WITH LID AND ACCESS COVER. FOR DETAILS SEE 6/M-01
4. WATER STOP VALVE BY SITE SERVICES CONTRACTOR. FOR DETAILS SEE DRAWING SS-1
5. NEW 75MM DIA. INCOMING FORCE FLOW DR 17 SEVER LINE. PROVIDE PIPE SLEEVE AT PIPE PENETRATION INTO VALVE CHAMBER. TERMINATE PIPE APX.75MM ABOVE BOTTOM OF THE CHAMBER WITH FLANGED PIPE CONNECTION.
6. APX. POINT OF FLANGED CONNECTION TO DWV COPPER PIPING AND VALVES ASSEMBLY INSIDE VALVE CHAMBER.
7. TYPICAL 50MM DIA. BALL VALVE.
8. TYPICAL 50MM DIA. CHECK VALVE.
9. PROVIDE 50MM DIA CAPPED TEE FOR FUTURE USE. INSTALL TO ASSURE EASY ACCESS AND CONNECTION OF FUTURE SERVICES IF REQUIRE.
10. TYPICAL FIELD FABRICATED PIPE SUPPORT SECURED TO VALVE CHAMBER STRUCTURE. ASSURE SUPPORT AND PIPING MATERIAL COMPATIBILITY.
11. PROVIDE ENTERING PIPE SLEEVE. FILL VOIDS WITH WATER RESISTANT MASTIC. COORDINATE LOCATION OF SLEEVE AND PIPE ENTERING TANK WITH UNDERGROUND SERVICES INSTALLER AND ELECTRICAL CONTRACTOR. PROVIDE FIELD SPECIFIC INTERFERENCE DRAWINGS INDICATING SERVICES LAYOUT AND FIELD DIMENSIONS.
12. PROVIDE 150MM DIA. TRANSFER PIPE SLEEVE. COORDINATE LOCATION OF SLEEVE IN BOTH VALVE CHAMBER AND PIPE ENCLOSURE. SEAL OPENINGS WITH REMOVABLE PLUGS.
13. UNION FOR FUTURE PIPE CONNECTION. PROVIDE GALVANIZED PLUG.
14. PROVIDE 75MM DIA. TRANSFER PIPE SLEEVE. COORDINATE LOCATION OF SLEEVE IN BOTH VALVE CHAMBER AND PIPE ENCLOSURE. SEAL OPENINGS WITH REMOVABLE PLUGS.
15. NEW 25MM DIA. INCOMING COPPER WATER LINE. PROVIDE PIPE SLEEVE AT PIPE PENETRATION INTO VALVE CHAMBER. TERMINATE PIPE APX.75MM ABOVE BOTTOM OF THE CHAMBER. REDUCE PIPE SIZE INSIDE VALVE CHAMBER TO 18MM DIA.
16. TYPICAL 18MM DIA. BALL VALVE.
17. PROVIDE 18MM DIA CAPPED TEE FOR FUTURE USE. INSTALL TO ASSURE EASY ACCESS AND CONNECTION OF FUTURE SERVICES IF REQUIRE.
18. EXISTING SIDEWALK CURB. RESTORE TO CURRENT CONDITIONS AFTER PIPE SLEEVES INSTALLATION.
19. FOR REQUIREMENTS RELATED TO EXCAVATION, BEDDING ,BACK FILLING AND SURFACE RESTORATION SEE M02.
20. EXISTING PAVED SURFACE. ASSURE PIPE ENCLOSURE LID IS FLAT WITH THE SURROUNDING PAVEMENT WITHOUT ANY VOIDS, GAPS OR BUMPS.
21. EXISTING RAILING. PROVIDE SUFFICIENT SAFETY HOARDING THROUGHOUT DURATION OF THE CONTRACT. PROTECT STRUCTURE FROM DAMAGES. REPAIR ANY.
22. CUSTOM MADE DOUBLE COMPARTMENT CONCRETE VALVE CHAMBER. DIMENSION ARE APPROXIMATE. PROVIDE SHOP DRAWINGS FOR REVIEW PRIOR TO TANK FABRICATION.
23. INTERNAL TANK DIVIDING BAFFLE.
24. GASKETED CONCRETE LID DESIGN FOR LIGHT TRAFFIC. PROVIDE GALVANIZED STEEL FLUSH WITH LID SURFACE ACCESS HANDLE FOR LID REMOVAL.
25. CUSTOM MADE DOUBLE COMPARTMENT CONCRETE PIPE ENCLOSURE. DIMENSION ARE APPROXIMATE. PROVIDE SHOP DRAWINGS FOR REVIEW PRIOR TO TANK FABRICATION.
26. GASKETED CONCRETE LID DESIGN FOR LIGHT TRAFFIC. IF LID IS DESIGN IN SECTION ASSURE TIGHT AND SEAL FIT BETWEEN SECTIONS. PROVIDE GALVANIZED STEEL FLUSH WITH LID SURFACE ACCESS HANDLE FOR LID REMOVAL.
27. APX. 500 X 300 SERVICE ACCESS COVER IN PIPE ENCLOSURE LID. MATERIAL AND DESIGN REQUIREMENTS SAME AS FOR MAIN LID.
28. ELECTRICAL DISTRIBUTION FOR DETAIL SEE E-01.
29. SPACE ALLOCATED FOR ELECTRICAL SERVICES. FOR DETAIL SEE DRAWING E-01.
30. 50mm THICK HIGH DENSITY STYROFOAM INSULATION. ADHERE TO 100% OF COVER SURFACE. USE WATERPROOF ADHESIVE COMPATIBLE WITH INSULATION MATERIAL.
31. 100mm THICK HIGH DENSITY STYROFOAM INSULATION. ADHERE TO BOX WALL SURFACE. USE WATERPROOF ADHESIVE COMPATIBLE WITH INSULATION MATERIAL. SEAL JOINTS.
32. PROVIDE TEMPORARY EXPANDABLE TEST PLUG IN EACH OPENING OF TRANSFER SLEEVES.
33. CUSTOM FABRICATED STAINLESS STEEL BOX WITH BRASS GASKETED REMOVABLE COVER. BOX DIMENSIONS 600x300X250 DEEP. INSERT BOX AND SECURE INTO CANAL WALL. SEAL ALL JOINTS. EXTEND PIPE SLEEVES INTO THE BOX. SECURE AND SEAL. BOX MANUFACTURED BY ALLOY FOUNDRY TELEPHONE (613) 269-4755 (CARL). SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION.
34. WATER METER CHAMBER INSTALLED TO CITY OF OTTAWA STANDARDS. SEE DETAIL ON M01.
35. EXTEND TO WATER METER CHAMBER.



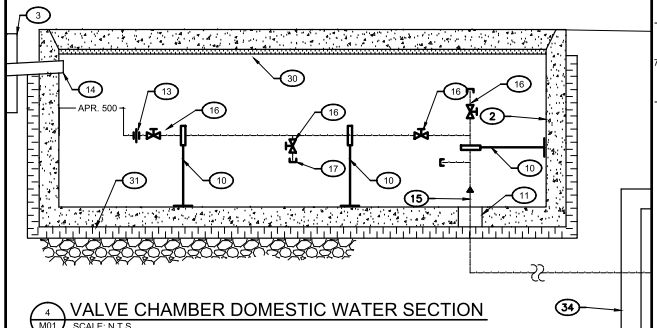
1 / M01 NEW WATER AND SEWER SERVICES
SCALE 1:200



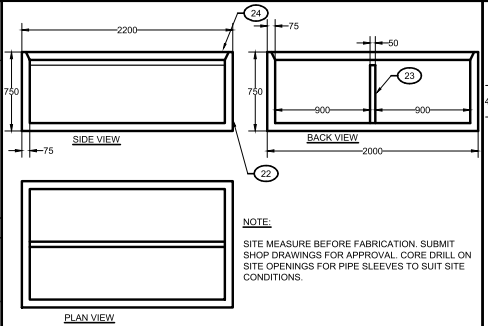
2 / M01 VALVE CHAMBER AND PIPE ENCLOSURE INSTALLATION DETAIL
SCALE: N.T.S.



3 / M01 VALVE CHAMBER SEWER SECTION
SCALE: N.T.S.

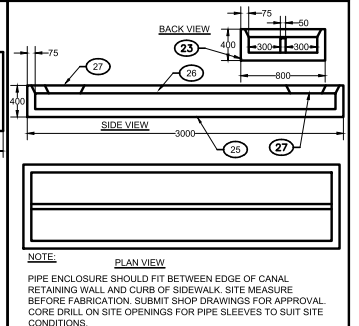


4 / M01 VALVE CHAMBER DOMESTIC WATER SECTION
SCALE: N.T.S.



NOTE:
SITE MEASURE BEFORE FABRICATION. SUBMIT SHOP DRAWINGS FOR APPROVAL. CORE DRILL ON SITE OPENINGS FOR PIPE SLEEVES TO SUIT SITE CONDITIONS.

5 / M01 VALVE CHAMBER
SCALE: N.T.S.



NOTE:
PIPE ENCLOSURE SHOULD FIT BETWEEN EDGE OF CANAL RETAINING WALL AND CURB OF SIDEWALK. SITE MEASURE BEFORE FABRICATION. SUBMIT SHOP DRAWINGS FOR APPROVAL. CORE DRILL ON SITE OPENINGS FOR PIPE SLEEVES TO SUIT SITE CONDITIONS.

6 / M01 PIPE ENCLOSURE
SCALE: N.T.S.

Appendix 4
Unit Price Table - LW125

Section	Description	UOM	Estimated Quantities * (A)	Hourly/Unit Rate Year 1 (B)	Total Year 1	Hourly/Unit Rate Year 2 (C)	Total Year 2	Hourly/Unit Rate Year 3 (D)	Total Year 3	Hourly/Unit Rate Option Year 1 (E)	Total Option Year 1	Hourly/Unit Rate Option Year 2 (F)	Total Option Year 2
	Pre-season inspections & Maintenance												
3.3	Plumbing Components and Systems	Lump Sum	1		$		$		$		$		$
	Post-season inspections and Maintenance												
3.4	Plumbing Components and Systems	Lump Sum	1		$		$		$		$		$
	Reactive Maintenance				**Total Year 1 (A x B)**		**Total Year 2 (A x C)**		**Total Year 3 (A x D)**		**Total Option Year 1 (A x E)**		**Total Option Year 2 (A x F)**
3.5	Reactive Maintenance (phone consultation)	Per Call	1	$	$	$	$	$	$	$	$	$	$
3.5.1	Reactive Maintenance (with on site response)	Per Hour	30	$	$	$	$	$	$	$	$	$	$
3.6	**Regular monitoring during the skating season**	Lump Sum	1		$		$		$		$		$
				Sub-total	$		$		$		$		$
				OHST (13%)	$		$		$		$		$
				Total	$		$		$		$		$
											TOTAL FOR 5 YEARS (Including Taxes) :		**$**

***** The figures inlcuded in the **Estimated Quantities** column are forecasts based on previous year's results. They are included here for bid evaluation purposes only.

Company Name : _____ **Signature :** _____ **Date :** _____

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 the 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;

- 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

NCC CCN Canada

PROTECTED "B" when completed
PROTÉGÉ « B » lorsque rempli

☐ New supplier / Nouveau fournisseur ☐ Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)

Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP	☐ **Yes / Oui**	☐ **No / Non**
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.	☐ **Yes / Oui**	☐ **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 ☐ If sole proprietor, provide: / Si propriétaire unique, indiquez : Last Name / Nom de famille First name / Prénom Initial / Initiale

(2) Partnership / Société de personnes ☐ (3) Corporation /Société ☐

Business No. (BN) / N° de l'entreprise (NE) –	**OR / OU**	SIN / NAS –

GST/HST / TPS et TVH	QST / TVQ (Québec)
Number / Numéro : _____ Not registered / non inscrit ☐	Number / Numéro : _____ Not registered / non inscrit ☐

Type of contract / Genre de contrat

Contract for services only / Contrat de services seulement ☐ Contract for mixed goods & services / Contrat de biens et services ☐ Contract for goods only /Contrat de biens seulement ☐

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 or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque 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 : _____

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.

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.

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.

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 a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).

Mail or email to: contracts@ncc-ccn.ca
Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

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

Poster ou transmettre par courriel à : contracts@ncc-ccn.ca
Services de l'approvisionnement
Commission de la capitale nationale
40, rue Elgin, pièce 202
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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

Revised May 2017/ Révisé mai 2017