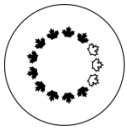


**INVITATION TO TENDER**  
**Tender / Contract Form**  
**Installation of Mawandoseg Landmark**

NCC TENDER FILE #:

**LW128**

<p><b>ADDRESS INQUIRIES TO:</b></p> <p>Nathalie Rheault, Sr. Contract Officer</p> <p><a href="mailto:Nathalie.Rheault@ncc-ccn.ca">Nathalie.Rheault@ncc-ccn.ca</a></p>	<p><b>CONTRACT NO.:</b> (NCC use only)</p>
<p><b>BID CLOSING DEADLINE:</b></p> <p><b>August 21, 2019 at 3:00pm Ottawa time</b></p>	<p><b>RETURN ORIGINAL</b>          Submit tender on this tender / contract form and return to: →</p> <p><b>Procurement Services</b>  <b>National Capital Commission</b>  <b>40 Elgin Street</b>  <b>2<sup>nd</sup> Floor Security Office</b>  <b>Ottawa, ON</b>  <b>K1P 1C7</b>  <b>Reference NCC tender file # LW128</b></p>
<p><b>DESCRIPTION OF SERVICES:</b></p> <p><b>Installation of Mawandoseg Landmark</b></p>	<p><b>LOCATION:</b></p> <p>Canada`s Capital Region – Leamy Lake Park</p>
<p><b>SITE VISIT :</b></p>	<p>Required - proponents to visit the site at their leisure</p>
<p><b>PUBLIC TENDER OPENING :</b></p>	<p>A public tender opening will be held on August 21, 2019 at 3:00pm Ottawa Time at 40 Elgin Street, Ottawa, ON at the Security Office on the 2nd Floor.</p> <p>Tender Opening Results can also be provided electronically by sending an e-mail request to <a href="mailto:Lana.Wilson@ncc-ccn.ca">Lana.Wilson@ncc-ccn.ca</a> .</p>



**INVITATION TO TENDER**  
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**Installation of Mawandoseg Landmark**

NCC TENDER FILE #:

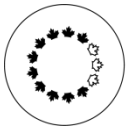
**LW128**

**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 specifications and drawings no later than October 25, 2019.
2. **to provide at his/her own cost the following securities:**
  - (a) ~~NOT APPLICABLE FOR THIS TENDER 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) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond will be requested for each at 50% of the bid amount including taxes, or, "Cash" in the amount of 20 % of the bid amount including taxes;**
3. that this Offer and Agreement, together with the documents which include the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 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**  
**Installation of Mawandoseg Landmark**

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**III. PRICING**

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

The Bidder agrees that :

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.
- (b) the Unit Price and the Total Price must be entered for each item listed;
- (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(s)
- (e) the unit prices are all inclusive with the exception of tax
- (f) each unit price box must be filled in or will be subject to disqualification :

**Unit Price Table**  
**LW128**

Item	Description	Quantity (A)	Unit of Measure	Unit Price (B)	Total (A x B)
1	MOBILIZATION AND GENERAL REQUIREMENTS	-	Lump sum	-	\$
2	INSTALLATION OF LANDMARK	-	Lump sum	-	\$
3	EXCAVATION, STOCK PILING AND BACKFILL	-	Lump sum	-	\$
4	SUPPLY OF CRUSHED STONE	1.5 m <sup>3</sup>	\$/m <sup>3</sup>	\$	\$
5	SUPPLY OF INSULATION BOARDS	8.6 m <sup>2</sup>	\$/m <sup>2</sup>	\$	\$
6	SUPPLY OF CONCRETE BASE	-	Lump sum	-	\$
7	SUPPLY OF TOP SOIL	2.0 m <sup>3</sup>	\$/m <sup>3</sup>	\$	\$
8	SUPPLY OF SEEDING	0.2 kg	\$/kg	\$	\$
9	EXCAVATION MATERIALS, HAULING OFF SITE	3.0 m <sup>3</sup>	\$/m <sup>3</sup>	\$	\$
				<b>Sub-Total :</b>	\$
				<b>Tax :</b>	\$
				<b>Total Amount:</b>	\$

Basis of award will be the bidder who meets all of the terms and conditions 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.



**INVITATION TO TENDER**  
**Tender / Contract Form**  
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**IV. INVOICING**

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded :

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

or

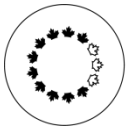
2) mail to: Accounts Payable  
National Capital Commission  
40 Elgin Street, 3<sup>rd</sup> Floor  
Ottawa, ON  
K1P 1C7

- 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 13, 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 Nathalie Rheault at email [Nathalie.Rheault@ncc-ccn.ca](mailto: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**  
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NCC TENDER FILE #:	<b>LW128</b>
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**VI. SECURITY REQUIREMENTS**

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

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

**VII. ADDENDUM ACKNOWLEDGEMENT**

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

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

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

<b>COMMISSION USE ONLY NCC SIGNATURE ONLY</b>	<b>TITLE</b>
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**NATIONAL CAPITAL COMMISSION  
CAPITAL PLANNING AND CAPITAL STEWARDSHIP BRANCHS**

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**Mawandoseg Landmark – Leamy Lake Park**  
Reference Number: DC  
Date: June 2019

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**INDEX - SPECIFICATIONS**

<u>Division</u>	<u>Section</u>	<u>No. of pages</u>
1. General Requirements	00300 - Unit Price Table	1
	01 10 00 – General Instructions	7
	01 11 00 – Pay Item Description	3
	01 35 30 – Health and Safety	3
	01 35 43 – Environmental Protection	5
	01 74 11 – Cleaning	1
2. Site Work	31 23 10 – Excavation, Backfilling, Trenching	3

**INDEX - LIST OF DOCUMENTS AND DRAWINGS**

ID-01 Drawings\_Mawandoseg\_Dev 100%\_r3

**END OF SECTION**

### **1.1 TIME OF COMPLETION**

- .1 Commencement of preliminary work (detour signage, staging, etc) will be permitted immediately upon notification of acceptance of your offer. Completion of work is expected no later than October 25<sup>th</sup>, 2019.
- .2 The contractor will have to coordinate the installation with the Landmark builder Rock of Ages.
- .3 On-site works shall be limited from Monday to Friday, weekends will be considered in relation to work schedule challenges and can only proceed must be approved by the NCC Contract Administrator.
- .4 The Contractor is advised that the work site is located at Leamy Lake Park in Gatineau, along the Voyageurs Pathway on the east access embankment of the Mawandoseg Bridge that crosses over the Leamy Lake Discharge.
- .5 The site is accessible by road from Fournier Boulevard and a staging area is available within 15 m of the site.

### **1.2 SCOPE OF WORK**

- .1 Works under this contract covers the following:
  1. Fabrication of a precast concrete foundation
  2. Plant removal and excavation
  3. Coordination with Stone landmark builder
  4. Installation of concrete foundation and stone landmark
  5. Back fill and replanting
  6. Cleaning and hauling of materials off-site

Note: Site protection and environmental mitigation measures will have to be implemented for this project.
- .2 See drawings, description of the work and contract document for details.

### **1.3 PRE-CONTRACT AWARD CONDITIONS**

- .1 Prior to award of the Contract, the Contractor must submit the following acceptable plans to the Contract Administrator no later than 5 business days of receipt of the letter of notification;
  - .1 A work Methodology Plan shall at a minimum identify the Contractors plans for site access and stockpiling, type and size of equipment, and other site preservation and environmental protection methods.
  - .2 A pathway signage plan (detour or traffic control in construction area)
  - .3 If acceptable plans are not received within 5 business days, the NCC reserves the right to proceed on to the next lowest compliant bidder.
  - .4 The Contractor may be considered in default of the Contract if execution of

the accepted Work Methodology Plan is not being executed as approved and/or the work methods being used are determined by the Contract Administrator to be causing unnecessary damage to the project site.



**1.4 SPECIAL CONSTRUCTION REQUIREMENTS**

- .1 The Contractor will be responsible to protect the waterways from construction debris and runoff during construction and in particular following moderate to heavy rainfall.
- .2 The Contractor will be responsible to protect the subgrade at all times during construction and in particular following moderate to heavy rainfall. Construction traffic on exposed subgrade should be prohibited or limited to equipment which will not damage subgrade.
- .3 The Contractor will be responsible to ensure that the equipment utilized for site preparation, excavation, removals including stripping of topsoil does not cause any damage or disturbance to the subgrade.
- .4 Any damaged subgrade areas caused as a result of construction traffic or construction techniques must be repaired by the Contractor as part of this contract and at no additional cost to the National Capital Commission.
- .5 The Contractor shall be responsible to construct the necessary construction accesses in order to execute the work of this contract. Reinstatement of construction accesses to their original condition, including the removal of any granular material, repairs to recreational asphalt pathway will be the responsibility of the Contractor and must be included in the tender price.
- .6 The Contractor shall be responsible as part of the tender price for the stripping and reuse of topsoil and approved fill material, or the removal from the site of all excavated non-reusable or excess material as well as the supply and placement of all required imported fill material required to execute the work of this contract.
- .7 The Contractor will not be compensated for any additional stripping and/or additional earth or granular backfill materials required as a result of over-excavations not approved and authorized by the NCC Contract Administrator prior to undertaking work.

## **1.5 CODES, PERMITS AND STANDARDS**

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

Public Works and Government Services Canada  
Standards and Specifications Branch  
Place du Portage - Phase 3, 11 Laurier Street  
Hull, Quebec  
K1A 0S5

- .2 Perform work in accordance with the National Building Code of Canada 1995 and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .3 Perform work in accordance with contract documents and any other codes of Federal, Provincial or Local applications provided that in cases of conflict or discrepancy, the more stringent requirements shall apply.
- .4 Obtain and pay for permits, inspector approvals, and other licenses required for this project and also pay any charges incidental to such permits. Provide copy of permits to the NCC Representative.
- .5 **Contractor is to obtain a Land Access Permit from the National Capital Commission, online at <http://ncc-ccn.gc.ca/business/permits>**

## **1.6 DEFINITION**

- .1 Wherever the term "NCC Contract Administrator" appears throughout this specification, it shall be construed to mean an Inspector representing the National Capital Commission and including a duly named consultant on their behalf.
- .2 Wherever the terms "or equal", "or approved equal" appear after specific types of materials and items throughout this specification, they shall be construed to mean as being equal in the opinion of the NCC Contract Administrator, in material content, workmanship and quality to that designated as being the minimum acceptable standard, and that the NCC Contract Administrator's written approval must be obtained prior to submitting an alternative, 3 days before close of tender.

## **1.7 TAXES**

- .1 Include in the tender amount, all sales and other taxes levied by the Federal, Provincial and Municipal government or other authority. There will be no refunds made by the National Capital Commission to the Contractor for taxes paid by the Contractor.

## **1.8 PROTECTION**

- .1 Provide and maintain guardrails, fences, barricades, lights and other devices required for protection of workmen and residents in accordance with the requirements of Provincial and Local by-laws and the Canadian Construction Safety Code.
- .2 Protect existing structures against damage until completion of work.
- .3 Take all precautions to protect vegetated areas and specimen trees from any damage.

## **1.9 DAMAGES**

- .1 Damages caused to existing plant material, landscaping, lawns, roadways, pathways, structures, finishes and public utilities due to work of this contract, will be restored to their original condition, replaced or adequate compensation made to affected parties by the Contractor.
- .2 It is understood that restored or replaced work includes, labour, equipment and material costs.
- .3 The restored or replaced work shall be completed within (7) seven days of notification by the NCC Contract Administrator.

## **1.10 SITE VISIT**

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

## **1.11 WORKMANSHIP**

- .1 It is a requirement of this contract that qualified tradesmen execute each type of work specified.
- .2 Example: Landscape contractor for landscape work, mason for stonework, carpenter for carpentry work, etc.
- .3 Work unsatisfactorily completed by unqualified tradesmen will be redone and paid for by the Contractor.

**1.12 DOCUMENTS REQUIRED**

- .1 Maintain at job site, one copy each of following:
  - .1 Contract drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Change orders.
  - .5 Other modifications to Contract.
  - .6 Field test reports.
  - .7 Manufacturer's installation and application instructions.
  - .8 Copy of current and approved work schedule.

**1.13 WORK SCHEDULE**

- .1 Provide within 5 working days after Contract award, in form acceptable to NCC Contract Administrator, detailed schedule showing anticipated progress stages and final completion of work within time period specified in Contract documents.
- .2 Interim reviews of work progress based on work schedule will be conducted as decided by NCC Contract Administrator and schedule updated by Contractor in conjunction with and to approval of NCC Contract Administrator.

**1.14 DOCUMENTS AND SAMPLES TO BE SUBMITTED**

- .1 Within a reasonable timeframe, and according to a predetermined order so as not to delay the work, present the documents and necessary samples for approval by the NCC Site Administrator for revision. A delay in this respect does not constitute a sufficient reason to obtain a work extension, and no demand of this regard will be considered.
- .2 Work for which documents and samples are required should not be undertaken before these required elements have been checked and approved.
- .3 Submit 2 printed copies of the drawings prescribed in the technical sections of the estimate, and any others as reasonably required by the NCC Site Administrator.
- .4 If no drawing is required because the manufacturer's standard is used, submit 2 copies of the charts or documentation of the manufacturer as prescribed in the technical sections of the estimate and required by the NCC Site Administrator.
- .5 Submit the following documents and samples:
  - .1 Shop Drawing and technical specifications of reinforced concrete base with proof of compliance.
  - .2 Concrete supplier's certification.

**1.15 CONTRACTOR'S USE OF SITE**

- .1 Limited to area immediately surrounding work and areas designated by the NCC Contract Administrator for material stockpiling and work equipment parking.
- .2 Do not unreasonably encumber site with materials or equipment during construction.
- .3 Move stored products or equipment interfering with operations of N.C.C., other contractors or agencies and the general public.
- .4 Obtain and pay for use of additional storage or work areas needed for operations.
- .5 Where security is reduced by work, provide temporary means to maintain security of area at all times.

**1.16 SETTING-OUT OF WORK**

- .1 The Commission will locate and mark the location of the structure with the Contractor before initiation of work.
- .2 Contractor shall assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .3 Provide devices needed to lay out and construct work. Supply such devices as required to facilitate NCC Contract Administrator's inspection of work.
- .4 Supply stakes and other survey markers required for laying out work.
- .5 **Contractor must obtain NCC Contract Administrator's approval of structures' layout prior to commencing work.**

**1.17 PROJECT MEETINGS**

- .1 NCC Contract Administrator will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.

**1.18 EXISTING SERVICES**

- .1 Before commencing work, establish location and extent of **service lines and culverts** in area of work and notify Contract Administrator of findings.
- .2 Where unknown services are encountered, immediately advise Contract Administrator and confirm findings in writing.
- .3 Where work involves adjusting of existing services, carry out work as directed by the Contract Administrator.
- .4 Make good and pay for damage to existing utility lines resulting from work.

**1.19 TRAFFIC CONTROL**

- .1 Do not infringe on adjacent roads, sidewalks, ramps, loading zones or interfere with normal traffic flow in carrying out the work. If it is necessary to disrupt traffic or occupy those occupy thoroughfares for purposes of unloading materials, etc., obtain permission from the Contract Administrator and abide by his instructions regarding the manner, time and delays necessary to carry out these operations. Incidental costs (e.g. for permits, signage, public notification of lane closures, etc.) conforming to these requirements will be paid by Contractor.
- .2 Provide a suitable system of protective barricades, lane markings, signs, lights and other such devices to warn and channel traffic and wherever necessary, the services of a flagman to direct and control traffic. Carry out protection in accordance with the requirements of the Provincial and Local by-laws having jurisdiction over this type of work.
- .3 Where appropriate, provide pathway closed signage.
- .4 Printed signage must be provided in both English and French.
- .5 The proposed methods and systems of traffic control and maintenance provisions together with supporting sketches must be submitted to the Contract Administrator upon request following tender closing.

**1.20 ADDENDA**

- .1 Answers to questions directed to the NCC Contract Administrator, and any amendments to the drawings and specifications during the tender period will be communicated in the form of addenda to all general contractors tendering; such addenda to be considered as and read as part of the specifications and thereby included in the contract documents.

**1.21 ADDITIONAL DRAWINGS**

- .1 The Commission may furnish additional drawings to the Contractor to assist in the proper execution of the work. These additional drawings will be issued for clarification purposes only. Such drawings shall have the same meaning and intent as if they were included with the plans referred to in Contract Documents.

**1.22 CONTRACT DOCUMENTS**

- .1 Drawings and specifications are complementary. Items shown or mentioned in one and not in the other are deemed to be included in the contract work.
- .2 If the drawings and specifications differ, the NCC Contract Administrator shall give preference to the Contract document thereof, which best insures the attainment of this contract's objectives.

**1.23 PAYMENT**

- .1 This is a unit price contract. Any minor or miscellaneous items indicated on the drawings as being part of the work of this contract must be included by the Contractor in his overhead and indirect charges and incorporated into the unit price bid.
- .2 No separate payment will be made for work performed in respect to any of the special provisions where there is no specific pay item on the schedule of prices. The cost of these works must be appropriated among, and included in, the lump sum bid price.

**1.24 ADVERTISING**

- .1 No advertising will be permitted on this project.

**1.25 COMPACTION OF MATERIALS**

- .1 The thickness of granular and crushed stone materials shown on the drawings shall be the real thickness after the materials have been compacted as specified.

**1.26 RECORD DRAWINGS**

- .1 As work progress, maintain, accurate record to show deviations from contract documents.
- .2 Just prior to NCC Contract Administrator's inspection for issuance of final certificate of completion, supply one (1) list with all major and minor deviations neatly inked in.

**1.27 GUARANTEES AND WARRANTIES**

- .1 Before completion of work, collect all manufacturer's guarantees and warranties, and deposit to Contract Administrator.

**END OF SECTION**

**Basis of Payments**

- .1 Payment at the price per item listed in the Schedule of Price shall be full compensation for all labour, services and equipment as well as the supply, delivery and installation of all materials required for the proper execution of this contract.

**GENERAL**

**ITEM NO. 1: MOBILIZATION AND GENERAL REQUIREMENTS**

- .1 This item includes all general requirements to complete the project including:  
  
General instructions, mobilization, safety measures, environmental protection, protection of existing vegetation to remain, temporary facilities, traffic control, signage, cleaning and reinstatement at completion of the project.
- .2 Silt fence to prevent construction debris entering waterway
- .3 Included in this lump sum price are all the general requirements identified on the drawings and specifications and all those required to complete the work of this contract not covered under specific items.
- .4 This item will not be measured but will be paid on a lump sum basis.

**SCOPE OF WORK**

**ITEM NO. 2: INSTALLATION OF LANDMARK**

- .1 This item includes Rock of Ages installation supervisor and coordinator.
- .2 This item includes all necessary equipment and equipment operator specified by Rock of Ages to be provided on site for unloading, handling and installing of the landmark by contractor – Delivery to site by Rock of Ages is covered by another contract.
- .3 This item includes installation of the 3175 kg Landmark.
- .4 This item includes the supply and installation of a silicon joint between the stone and concrete.
- .5 Rock of Ages contact information for this project:  
  
Kelly Conn - Rock of Ages  
4 Rock of Ages Street  
Stanstead Quebec J0B 3E2  
T: 1-819-876-3012  
C: 1-819-571-8002  
kconn@can.rockofages.com
- .6 This item will not be measured but will be paid on a lump sum basis.



**ITEM NO. 3: EXCAVATION, STOCK PILING AND BACKFILL**

- .1 This item includes the excavation required for the installation of the Landmark.
- .2 This item includes the stock piling of excavation materials on a geotextile barrier including geotextile cover.
- .3 This item includes the backfilling of excavation material.
- .4 This item will not be measured but will be paid on a lump sum basis.

**ITEM NO. 4: SUPPLY OF CRUSHED STONE**

- .1 This item includes the supply, installation, compaction and grading of crushed stone required for the installation of the Landmark.
- .2 This item will be paid on a \$/m<sup>3</sup> basis (estimated quantity: 1.5 m<sup>3</sup>).

**ITEM NO. 5: SUPPLY OF INSULATION BOARDS**

- .1 This item includes the supply and installation of the 38 mm thick insulation boards required for the installation of the Landmark.
- .2 This item will be paid on a \$/m<sup>2</sup> basis (estimated quantity: 8.6 m<sup>2</sup>).

**ITEM NO. 6: SUPPLY OF CONCRETE BASE**

- .1 This item includes the supply, installation and levelling of the reinforced concrete base required for the installation of the Landmark
- .2 Shop Drawing and technical specifications of reinforced concrete base with proof of compliance.
- .3 This item includes drilling of concrete base, the installation of chemical anchors (19 mm Dia. X 200 mm metal pins w/ epoxy) as specified by Rock of Ages – Qty 2
- .4 This item will not be measured but will be paid on a lump sum basis.

**ITEM NO. 7: SUPPLY OF TOP SOIL**

- .1 This item includes the supply, installation and grading of the top soil required around the Landmark.
- .2 This item will be paid on a \$/m<sup>3</sup> basis (estimated quantity: 2.0 m<sup>3</sup>).

**ITEM NO. 8: SUPPLY OF SEEDING**

- .1 This item includes the supply and installation of commercial grade seeding.
- .2 This item will be paid on a \$/kg basis (estimated quantity: 0.2 kg).

**ITEM NO. 9: EXCAVATION MATERIALS, HAULING OFF SITE**

- .1 This item includes the removal of all excavated non-reusable or surplus material, including surplus topsoil from the site.
- .2 Any excess soil originating from the site must be disposed at an approved landfill (methane contaminated soil) by an appropriate waste hauler.
- .3 The contractor shall submit receipts from disposal site to the NCC as proof of delivery and volume.
- .4 This item will be paid on a \$/m<sup>3</sup> basis (estimated quantity: 3.0 m<sup>3</sup>).

**END OF SECTION**

**PART 1 - GENERAL**

1.1 References

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of Quebec Occupational Health and Safety Act and Regulations for Construction Projects - Loi sur la santé et la sécurité du travail (LSST) (L.R.Q., c.S-2.1)

1.2 Submittals

- .1 Submit site-specific Health and Safety Plan prior to award of contract. Health and Safety Plan must include:
  - .1 Results of site-specific safety hazard assessment.
  - .2 Results of safety and health risk or hazard analysis for site tasks and operation found in the scope of work.
- .2 Submit copies of reports or directions issued by Federal and Provincial health and safety inspectors.
- .3 Submit copies of incident and accident reports.
- .4 Submit Material Safety Data Sheets (MSDS) to Contract Administrator.
- .5 Names of personnel and alternates responsible for site safety and health, hazards present on site, and use of personal protective equipment.

1.3 Safety Assessment

- .1 Perform site specific safety hazard assessment related to project.

1.4 General Requirements

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to commencing any site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .2 Contract Administrator may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

1.5 Responsibility

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.6 Compliance Requirements

- .1 Comply with Ontario Health and Safety Act and Regulations for Construction Projects.
- .2 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

1.7 Unforeseen Hazards

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, and follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province of Ontario having jurisdiction. Advise Contract Administrator verbally and in writing.

- 1.8 Posting of Documents
  - .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province of Ontario having jurisdiction, and in consultation with Contract Administrator.
- 1.9 Correction of Non-Compliance
  - .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Contract Administrator.
  - .2 Provide Contract Administrator with written report of action taken to correct non-compliance of health and safety issues identified.
  - .3 Contract Administrator may stop Work if non-compliance of health and safety regulations is not corrected.
- 1.10 Work Stoppage
  - .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.
- 1.11 Personnel Health, Safety, And Hygiene
  - .1 Training: Ensure personnel entering site are trained in accordance with specified personnel training requirements.
  - .2 Personal Protective Equipment:
    - .1 Workers in direct contact with the existing soil within park shall wear a dust mask and gloves along with the other standard PPE.
    - .2 PPE and protective clothing must be kept clean and well maintained.
    - .3 Dispose of or decontaminate PPE worn on site at end of each workday.
- 1.12 Excavating
  - .1 The Contractor shall ensure no person enters an excavation unless another worker is working above ground close to the excavation or to the means of access to it.
  - .2 The Contractor shall arrange the locating and marking of gas, electrical and other services prior to commencing an excavation.
  - .3 The Contractor shall obtain approval from Consultant before arranging the shut off and disconnection of a service that may pose a hazard.
  - .4 The Contractor shall comply with the requirements of Section 230 to 242, O. Reg. 213/91, OHSAA..
- 1.13 Chemicals
  - .1 The Contractor must provide a list of all chemicals to be used on site and a copy of the Material Safety Data Sheet (MSDS) for each chemical to the Consultant prior to being brought onto the job site.
  - .2 The Contractor must ensure each chemical container brought on site is clearly labelled with the identity of the chemical, information for the safe handling of the chemical and the location of the MSDS.
  - .3 The Contractor must ensure adequate measures are taken to control the distribution, within the application area or throughout the building, of fumes/vapours before applying flammable, noxious or volatile materials.
  - .4 The Contractor may be required to schedule the application of hazardous materials which might affect the well-being of any workers or disrupt work of other Contractors and cannot

- be adequately controlled to prevent such occurrences to evening or weekend periods.
- .5 The Contractor must ensure workers wear the required personal protective equipment (respiratory protection, protective clothing, hand protection, eye/face protection, etc.) when working with chemicals.
  - .6 The Contractor must ensure the safe use and disposal of all chemicals that they are using. No chemicals and/or chemical waste product shall be disposed of on site without prior approval of Consultant.
  - .7 The Contractor may not store chemicals and compressed gas cylinders on site without approval of the Consultant. If approved, the Contractor must ensure incompatible chemicals are stored separately.

**PART 2 - PRODUCTS**

2.1 Not Used

**PART 3 - EXECUTION**

3.1 Not Used

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- .1 Pollution and environmental damage: the presence of elements or chemical, physical or biological which have a deleterious effect on the health and well-being, which alter the ecological balance important for humans and that infringe on species playing an important role for these or that degrade the aesthetic character, cultural or historical environment.
- .2 Environmental protection: prevention / control of pollution and habitat disturbance and the environment during construction. The prevention of pollution and damage to the environment covers the protection of soil, water, air, biological and cultural resources; it also includes the visual aesthetics of management, noise, solid waste chemicals, gases and liquids, radiant energy, radioactive substances and other pollutants.

**1.2 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

**1.3 DISPOSAL OF WASTES**

- .1 Burying of rubbish and waste materials on site not permitted.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- .3 Waste will be managed in accordance with OPSS 180 and Ontario regulation 558.

**1.4 DRAINAGE**

- .1 It is prohibited to pump water containing particles of suspended material in the streams, sewer systems or drainage systems.
- .2 Check the drainage materials containing suspended particles or other harmful substance according to the requirements of local authorities.

**1.5 SITE CLEARING AND PLANT PROTECTION**

- .1 Protect trees and plants on site and adjacent properties where indicated.
- .2 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .3 Minimize stripping of soil.
- .4 Where heavy equipment is used around trees, protect trees with temporary fencing.
- .5 Restrict tree removal to areas indicated or designated by Contract Administrator.

**1.6 WATERCOURSE PROTECTION**

- .1 The Contractor shall ensure that no contamination, waste or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities or agencies with respect to environmental protection.

- .2 The Contractor shall be prepared to immediately clean up any spills of contamination, waste or other substances which may be either detrimental to marine life or quality of water. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind which results from their construction operations.
- .3 The Contractor shall be responsible for the immediate cleaning and disposal of any floating debris that may accumulate in or near waterways, drainage channels or wetland sites.
- .4 The Contractor shall not make any claim for extra compensation for the cost of fulfilling the obligations set out herein.
- .5 **No in-water works shall take place within the spawning and nursery period from March 15<sup>th</sup> to July 1<sup>st</sup>.**

### **1.7 POLLUTION CONTROL**

- .1 Maintain temporary erosion and pollution control features installed under this contract. Control emissions from equipment and plant to local authorities emission requirements.
- .2 Prevent sandblasting materials and debris and other foreign materials from contaminating air and water outside the application area, using enclosed temporary shelters.
- .3 Sprinkle dry materials and cover garbage to prevent wind from raising dust or debris. Remove dust on temporary paths.
- .4 Keep on the site adequate spill container to satisfy any type of gasoline spill to ensure the removal / disposal of contaminated material to licensed premises.
- .5 Refueling should only be done outside of the site.
- .6 Emergency Response Plan: If there is a contamination of soil and water caused by a spill or leakage of construction equipment, the contractor shall prepare an emergency response plan and comply with provincial and federal regulations, and must notify the department of environmental Services where spillage or leakage.

### **1.8 SEDIMENT EROSION AND CONTROL PLAN**

- .1 Contractor shall ensure that all workers, including subcontractors, are aware of the importance of erosion and sedimentation measurements and the consequences of failure to comply with requirements Of all regulatory agencies.
- .2 Contractor shall exercise due diligence to ensure that runoff sediments do not enter the watercourse. Bermes, anti-erosion fences and other best management practices, as determined by the work practices of construction site contractors, shall be constructed at appropriate locations to ensure that turbidity is to be minimized as determined By government authorities and agencies.
- .3 Minimum erosion and sediment control shall be as follows;
  - .1 Limit the extent of exposed soil at a given time.
  - .2 Replant exposed areas as soon as possible
  - .3 A sediment fence shall be installed around the perimeter of all stocks of all soils to be used or removed from the site. Stocks must be located outside the floodplain and in locations approved by the NCC representative.
  - .4 Rainwater diversion from the construction zone may be required. If this is the case, stormwater diversions must be placed at regular intervals and towards the grassy areas which slope downstream and are not subject to construction activities. Sediment control structures may be required at the mouth of each diversion, but it is expected that the grass will filter sediment and deposits, minimizing sediment run-off.

- .5 Sediment erosion and control measures will be inspected, maintained and repaired weekly and after each rainfall.

## **1.9 CONSTRUCTION METHODS**

- .1 Contractor shall use construction methods approved by the Department of fisheries and ocean (DFO), Rideau valley conservation area (RVCA) and the National Capital Commission.
- .2 Contractor's equipment must be in good working order to reduce emissions of pollutants, dust and odors.

## **1.10 HAZARDOUS MATERIAL SPILL**

The following precautions must be taken by the contractor when using hydrocarbons (fuels, etc.) in order to avoid significant environmental impacts due to accidental spills:

- .1 The Contractor is required to have an Environmental Emergency Plan approved by the Contract Administrator;
- .2 The storage of hydrocarbons is prohibited within 30 meters of a watercourse or wetlands and refueling of hydrocarbons is prohibited within 60 meters;
- .3 Equipment must be washed before use and enter the site to prevent oil and grease from entering the work area;
- .4 Inspections should be carried out before work and often afterwards to detect any leaks (oil, fuel, grease, etc.). If a leak is detected, all necessary measures will be taken immediately and any maintenance that needs to be done will be carried out within 60 Meters of a watercourse or wetland;
- .5 A cleaning kit for emergency petroleum products must always be available on site. The kit will include at least 30 meters of absorbent socks, one (1) box of absorbent buffer pads, one (1) vacuum of 45 gallons barrel, rope and solid sorbent (powder or granules). The kit must be stored near the equipment and work area and will be easily accessible at all times for quick response;
- .6 If an oil spill occurs, the Contractor must contain and immediately call the NCC Emergency Hotline at 613-239-5353. Contaminated hydrocarbons and contaminated soils must be disposed of by a company specializing in this field. The company providing the work will be chosen by the SCC.
- .7 The Contractor shall be prepared to immediately clean up any spills of contamination, waste or other substances which may be either detrimental to marine life or quality of water. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind which results from their construction operations.



### **1.11 SIGNAGE SPECIFIC MITIGATION MEASURES**

1. Where feasible, limit circulation to paved areas and trails;
2. Work should be undertaken under favorable weather conditions where possible to prevent soil erosion;
3. To prevent harm to protected migratory birds, if the project is completed between April 15 and August 15 (core migratory birds nesting season), a visual inspection has to be completed by a skilled and experienced bird observer<sup>1</sup> to ensure absence of migratory birds nests at or near project location. This inspection has to be completed not earlier than 2 days prior to the work being started. Features to be inspected include vegetation as well as all human structures that can be used by these birds for nesting. Should a nest be observed, NCC environmental services must be contacted prior to proceeding with the project to discuss measures to be put in place to ensure nest protection.

### **1.12 IF CLEARING, GRUBBING OR PRUNING OF VEGETATION IS NECESSARY**

1. No tree (diameter at breast height (DBH) >10cm) may be cut without prior authorization from the NCC land manager;
2. Any cut or damaged trees will have to be replaced, at a 2:1 ratio, with non-invasive indigenous species, approved by the NCC portfolio. The contractor's tree planting plan must be approved by NCC prior to the tree planting;
3. Minimize vegetation cutting (DBH < 10 cm), limiting it to vegetation that interferes with the movement of machinery and work.

### **1.13 Others:**

1. All underground conduits should be located prior to beginning excavation;
2. Concrete should either be mixed away from the site or should be prepared on paved surfaces if only small quantities are required. Excess concrete must be disposed off-site at a location that meets all regulatory requirements;
3. Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds;
4. Wash, refuel and service machinery and store fuel and other materials for the machinery at least 60 m away from the high water. If fuel transfers have to be made, put a tarp on the ground to prevent any spills from reaching the surface;
5. Dust control measures should be implemented;

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1 more details about Environment Canada guidance regarding nest surveys can be obtain on the following Website:  
[http://www.ec.gc.ca/paom-itmb/default.asp?lang=En&n=8D910CAC-1#\\_03](http://www.ec.gc.ca/paom-itmb/default.asp?lang=En&n=8D910CAC-1#_03)

6. Tree protection measures described in City of Ottawa *Tree Preservation Protection Fence* technical drawing (DWG PB-01) or in Bureau de normalisation du Québec NQ 0605-100/2001 *Aménagement paysager à l'aide de végétaux, Partie IX: Conservation des arbres et arbustes lors de travaux d'aménagement et de construction* shall be integrated in projects specifications for all trees susceptible to be harmed by the project including tree trunk, branches and root system;
7. Any environmental spills (petroleum, concrete or other) must be reported to the NCC 24 Hour Emergency Communication Service at 613-239-5353. Spill response material should be available wherever any hazardous materials are in use;
8. Disturbed surfaces will be rehabilitated at the end of the work using the NCC portfolio approved seed mixture and topsoil.
9. If evidence (visual or olfactory) of contamination is encountered, work must stop and NCC Environmental Conformity Team Manager (Éric Soulard, 613-239-5678, ext. 5418) shall be contacted.

#### **1.14 Archeology**

1. If any archaeological resources or human remains are discovered during excavation activities, all work at the location concerned must be halted immediately and the NCC's Heritage Program Archeologist (Ian Badgley, 613-239-5678, ext. 5751) must be notified immediately. Work shall not be resumed at that location until measures for the protection of those resources or remains have been put in place.

**END OF SECTION**

**PART 1 - GENERAL**

1.1 Related Work

.1 Health and Safety

Section 01 35 30

**PART 2 - PRODUCTS**

2.1 Not Used

**PART 3 - EXECUTION**

- 3.1 Conduct cleaning and disposal operations to comply with local ordinances and anti pollution laws.
- 3.2 Disposal of mineral spirits, oil or paint and varnish solvents in storm or sanitary drainage systems is prohibited.
- 3.3 Prevent accumulation of wastes which create hazardous conditions.
- 3.4 Cleaning During Construction
  - .1 Maintain project grounds and public properties free from accumulations of waste materials and rubbish on a daily basis.
  - .2 Remove waste materials and rubbish from site and haul to an approved dump site.
  - .3 Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not interfere with operation of roads and pathways.
- 3.5 Final Cleaning
  - .1 Remove grease, dirt, dust, stains and other foreign materials from finished surfaces.
  - .2 Broom clean paved surfaces; rake clean other surfaces of grounds, to satisfaction of Contract Administrator.
  - .3 Clean project site in preparation for substantial completion inspection and final inspection.

**END OF SECTION**

**PART 1 - GENERAL**

- 1.1 Related Sections .1 Section 01 35 43 - Environmental Protection.
- 1.2 Definitions .1 Excavation classes: two classes of excavation will be recognized; common excavation and rock excavation.  
.1 Rock : any solid material which cannot be removed by means of heavy duty mechanical excavating equipment with bucket. Frozen material not classified as rock.  
.2 Common excavation: excavation of materials of whatever nature, which are not included under definitions of rock excavation.  
.2 Topsoil: material capable of supporting good vegetative growth and suitable for use in top dressing, landscaping and seeding.  
.3 Waste material: excavated material unsuitable for use in Work or surplus to requirements.
- 1.3 Protection of Existing Features .1 Existing buried utilities and structures:  
.1 Prior to commencing excavation Work, notify applicable Owner or authorities having jurisdiction, establish location and state of use of buried utilities and structures. Owners or authorities having jurisdiction to clearly mark such locations to prevent disturbance during Work.  
.2 Confirm locations of buried utilities by careful test excavations and hand uncovering in specified areas.  
.3 Record location of maintained, re-routed and abandoned underground lines.  
.2 Existing buildings and surface features:  
.1 Conduct, with Contract Administrator, condition survey of existing buildings, trees and other plants, lawns, fencing, service poles and structures which may be affected by Work.  
.2 Protect existing buildings and surface features from damage while Work is in progress. In event of damage, immediately make repair to approval of Contract Administrator.  
.3 Where required for excavation, cut roots or branches as approved by Contract Administrator.

**PART 2 - PRODUCTS**

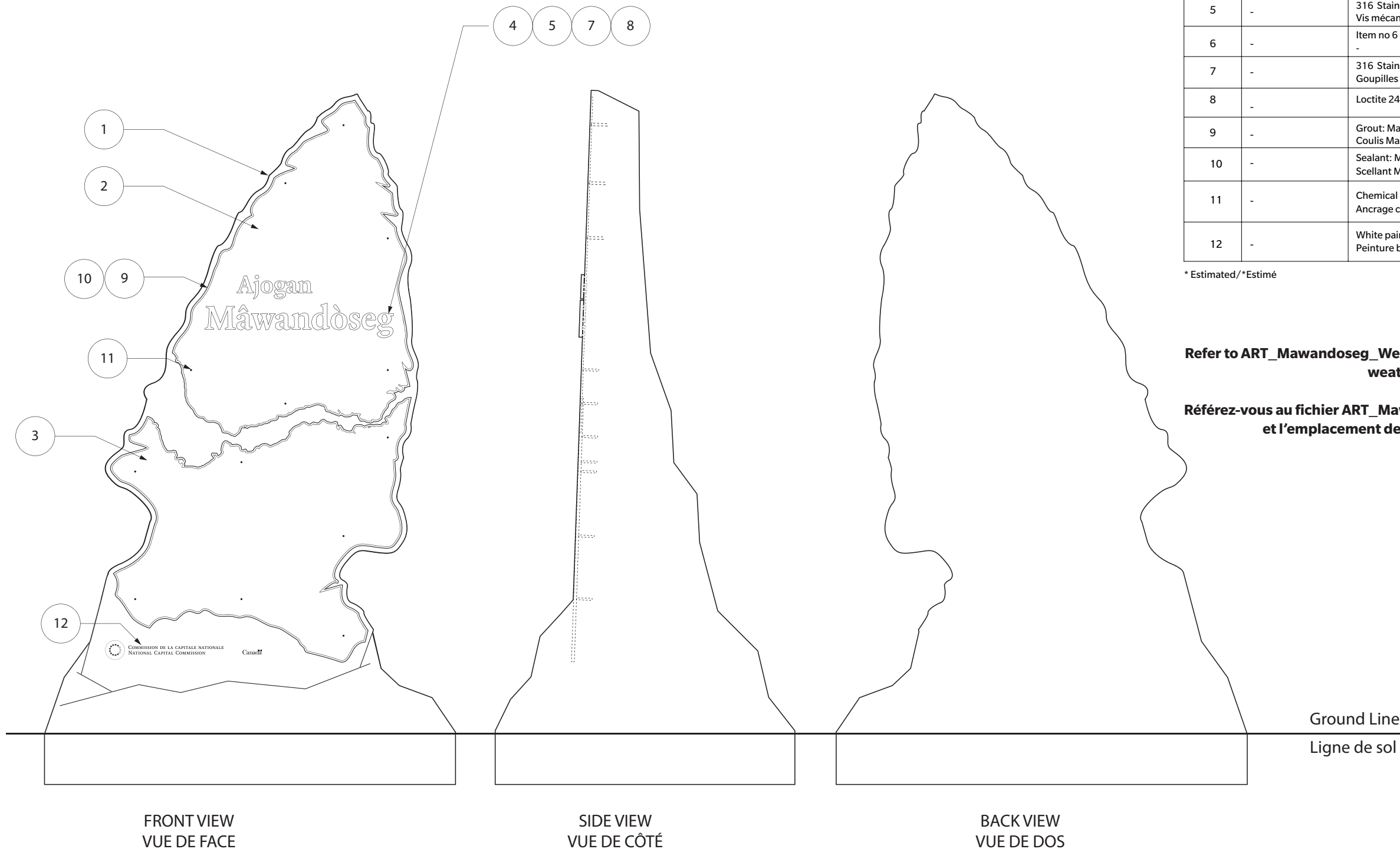
- 2.1 Materials .1 Category B fill: selected material from excavation or other sources, approved by NCC Representative for use intended, unfrozen and free from rocks larger than 50 mm, cinders, ashes, sods, refuse or other deleterious materials.

**PART 3 - EXECUTION**

- |                                     |     |  |
|-------------------------------------|-----|--|
| 3.1 Site Preparation                | .1  | Demarcate location of landmark and receive approval of NCC contract administrator before proceeding.   |
| 3.2 Stripping of Topsoil            | .1  | Commence topsoil stripping of areas to be regarded or excavated after area has been cleared of brush, weeds and grasses.   |
|                                     | .2  | Strip full depth of topsoil. Do not mix topsoil with subsoil.  |
|                                     | .3  | Stockpile in locations as directed by Contract Administrator. Stockpile height not to exceed 2 m.  |
|                                     | .4  | Dispose of unused topsoil as indicated.  |
| 3.3 Stockpiling                     | .1  | Stockpile fill materials in areas designated by Contract Administrator. Stockpile granular materials in manner to prevent segregation.   |
|                                     | .2  | Protect fill materials from contamination.   |
| 3.4 Dewatering and Heave Prevention | .1  | Keep excavations free of water while Work is in progress.  |
|                                     | .2  | Protect open excavations against flooding and damage due to surface run-off.   |
|                                     | .3  | Dispose of water in accordance with Section 01 35 43 - Environmental Protection and in manner not detrimental to public, or any portion of Work completed or under construction. |
| 3.5 Excavation                      | .1  | Excavate to lines, grades, elevations and dimensions as indicated.   |
|                                     | .2  | Where solid rock is encountered notify Contract Administrator for direction on appropriate construction methods.   |
|                                     | .3  | Remove obstructions encountered during excavation in accordance with Section 02 41 13 - Selective Site Demolition.   |
|                                     | .4  | Keep excavated and stockpiled materials a safe distance away from edge of trench as directed by Contract Administrator.  |
|                                     | .5  | Restrict vehicle operations directly adjacent to shoreline.  |
|                                     | .6  | Dispose of surplus and unsuitable excavated material off site.   |
|                                     | .7  | Do not obstruct flow of surface drainage or natural watercourses.  |
|                                     | .8  | Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.   |
|                                     | .9  | Notify Contract Administrator when bottom of excavation is reached.  |
|                                     | .10 | Obtain Contract Administrator approval of completed excavation.  |
|                                     | .11 | Remove unsuitable material from trench bottom to extent and depth as directed by Contract Administrator.   |

- .12 Correct unauthorized over-excavation as follows:
  - .1 Fill under bearing surfaces with Granular "B", Type II, and/ or SSM compacted to 95% SPMDD as directed by Contract Administrator;
  - .2 Fill under other areas with approved SSM compacted to 85% density.
  
- .13 Hand trim, make firm and remove loose material and debris from excavations. Where material at bottom of excavation is disturbed, compact foundation soil to density at least equal to undisturbed soil. Clean out rock seams and fill with concrete mortar or grout to approval of Contract Administrator.
  
- 3.6 Backfilling
  - .1 Do not proceed with backfilling operations until Contract Administrator has inspected and approved installations.
  
  - .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
  
  - .3 Do not use backfill material which is frozen or contains ice, snow or debris.
  
  - .4 Place backfill material in uniform layers not exceeding 150 mm compacted thickness up to grades indicated. Compact each layer before placing succeeding layer.
  
  - .5 Backfilling around installations.
    - .1 Place bedding and surround material as specified elsewhere.
    - .2 Do not backfill around or over cast-in-place concrete within 24 hours after placing of concrete.
  
- 3.7 Restoration
  - .1 Upon completion of Work, remove waste materials and debris, trim slopes, and correct defects as directed by Contract Administrator.
  
  - .2 Replace topsoil in accordance with Section 32 91 21 – Topsoil and Finish Grading.
  
  - .3 Clean and reinstate areas affected by Work as directed by Contract Administrator.

**END OF SECTION**




ITEM	PART PIÈCE	DESCRIPTION	SUPPLIER FOURNISSEUR	QTY. QTÉ.
1	Granite Granit	Granite - Kodiak Brown, Chute-des-passes, QC, Canada Granit - Brun Kodiak, , Chute-des-passes, QC, Canada	-	1
2	Weathered steel sheet - upper part Feuille d'acier intempérique -pièce supérieure	1/4" weathered steel sheet with protective clear coat and 6* welded 3/8-16 threaded rods Feuille d'acier intempérique de 1/4 po d'épaisseur avec enduit transparent protecteur et 6* tiges filetées soudées de 3/8-16	-	1
3	Weathered steel sheet - lower part Feuille d'acier intempérique -pièce inférieure	1/4" weathered steel sheet with protective clear coat and 7* welded 3/8-16 threaded rods Feuille d'acier intempérique de 1/4 po d'épaisseur avec enduit transparent protecteur et 7* tiges filetées soudées de 3/8-16	-	1
4	Lettering Lettrage	3/8" thick 316 stainless steel letters Lettres en acier inoxydable 316 de 3/8 po d'épaisseur	-	-
5	-	316 Stainless steel 8-32 x 3/8" countersunk mechanical screw Vis mécanique à tête plate en acier inoxydable 316 8-32 x 3/8 po	-	45*
6	-	Item no 6 has been deleted -	-	-
7	-	316 Stainless steel dowel pins - 3mm Dia x 8mm Goupilles de positionnement en acier inoxydable 316 - Dia 3 mm x 8 mm	-	2*
8	-	Loctite 242	-	-
9	-	Grout: Mapei Ultra Color Plus - (07 Chocolate) Coulis Mapei Ultra Color Plus - (07 Chocolat)	-	-
10	-	Sealant: Mapei UltraCare Penetrating Plus Scellant Mapei UltraCare Penetrating Plus	-	-
11	-	Chemical anchor for granite and steel (Hilti: RE-500) Ancrage chimique pour granit et acier (Hilti: RE-500)	-	-
12	-	White paint infill with protective clear coat for granite Peinture blanche avec enduit protecteur transparent pour granit	-	-

\* Estimated/\*Estimé

**Refer to ART\_Mawandoseg\_WeatheredSteel\_Letters.DXF file for contour and location of weathered steel sheets and letters**

**Référez-vous au fichier ART\_Mawandoseg\_WeatheredSteel\_Letters.DXF pour le contour et l'emplacement des feuilles en acier intempérique et des lettres**

REV RÉV	DATE	BY/PAR	CHKD/VÉR
 <b>NATIONAL CAPITAL COMMISSION</b> <b>COMMISSION DE LA CAPITALE NATIONALE</b>  			
INDUSTRIAL DESIGN AND ENVIRONMENTAL GRAPHICS DESIGN INDUSTRIEL ET DE L'ENVIRONNEMENT			DATE DD-MM-YYYY JJ-MM-AAAA
CREATED BY CRÉÉ PAR	J.Yeung		18-02-2019
CHECKED BY VÉRIFIÉ PAR	S.Sdraulig		-
ENGINEERING AUTH. RESP. DU GÉNIE	-		-
PROJECT PROJET	Mawandoseg: Land Marker - Mawandoseg: Repère		
NCCN N° CCN	-	REV RÉV	12June19
TITLE TITRE	<b>General</b> <b>Général</b>		
SCALE ECHELLE	-	SHEET FEUILLE	1 OF DE 6

Inset for weathered steel sheet - Depth 8 mm

Encastrement pour feuille en acier intempérique  
Profondeur 8 mm

5 mm grout joint

Joint pour coulis de 5 mm

Contour of granite is offset 25 to 35 mm from weathered steel perimeter

Le contour du granit est décalé de 25 à 35 mm du périmètre de la pièce en acier intempéré

Holes for 3/8-16 welded threaded rods fastened with chemical anchor  
Consult Hilti for hole diameter and depth specifications

Trous pour tiges filetées soudées 3/8-16 fixé avec un ancrage chimique  
Consulter Hilti pour les spécification de diamètre et de profondeur du trou

Laser Etched and/or sand blasted logo  
Depth 2-3 mm  
Painted white and coated with a clear protective layer

Logo gravé au laser et/ou au jet de sable  
Profondeur 2 à 3 mm  
Peint en blanc et enduit avec une couche protectrice transparente

995 mm

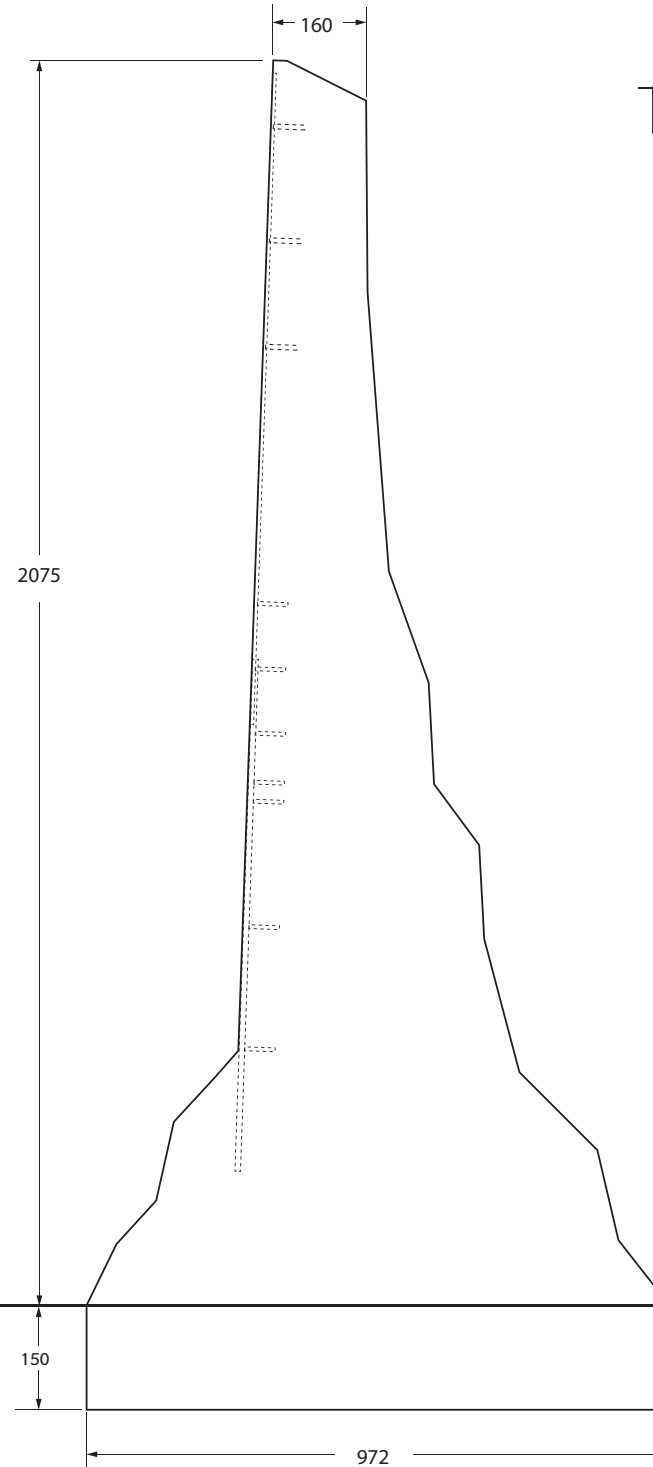
63

COMMISSION DE LA CAPITALE NATIONALE  
NATIONAL CAPITAL COMMISSION

508

1333

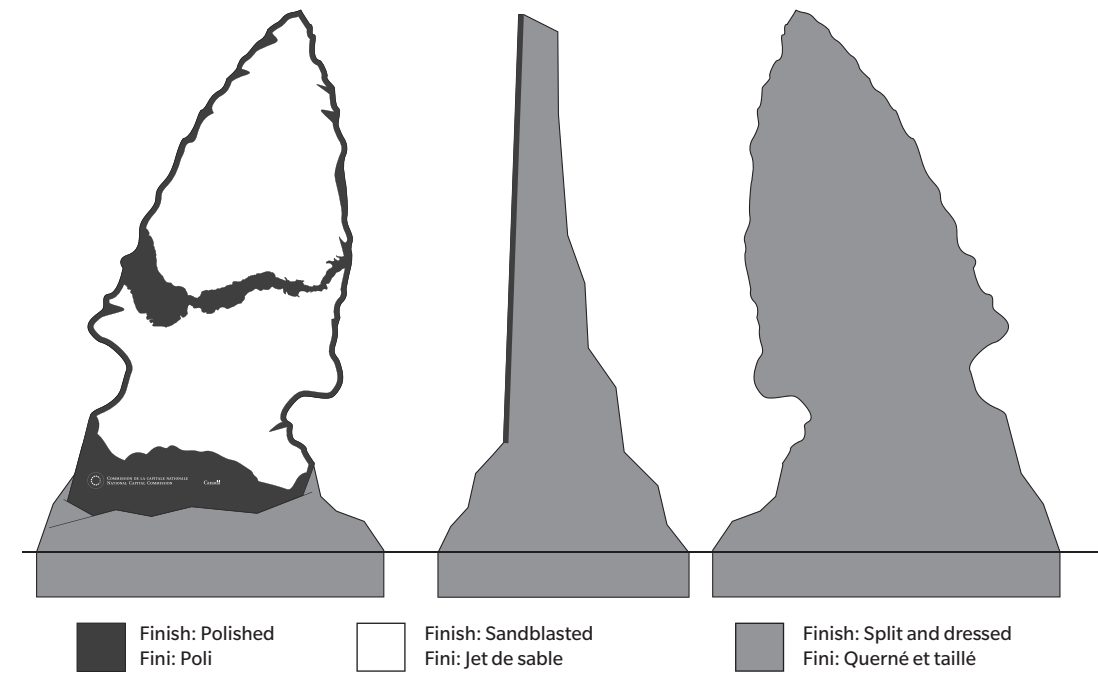
FRONT VIEW  
VUE DE FACE



150

972

SIDE VIEW  
VUE DE CÔTÉ



Finish: Polished  
Fini: Poli

Finish: Sandblasted  
Fini: Jet de sable

Finish: Split and dressed  
Fini: Querné et taillé

**Use weathered steel parts to determine insets, contour of granit and location of holes**

**Utiliser les pièces en acier intempérique pour déterminer les encastements, le contour du granit et l'emplacement des trous**

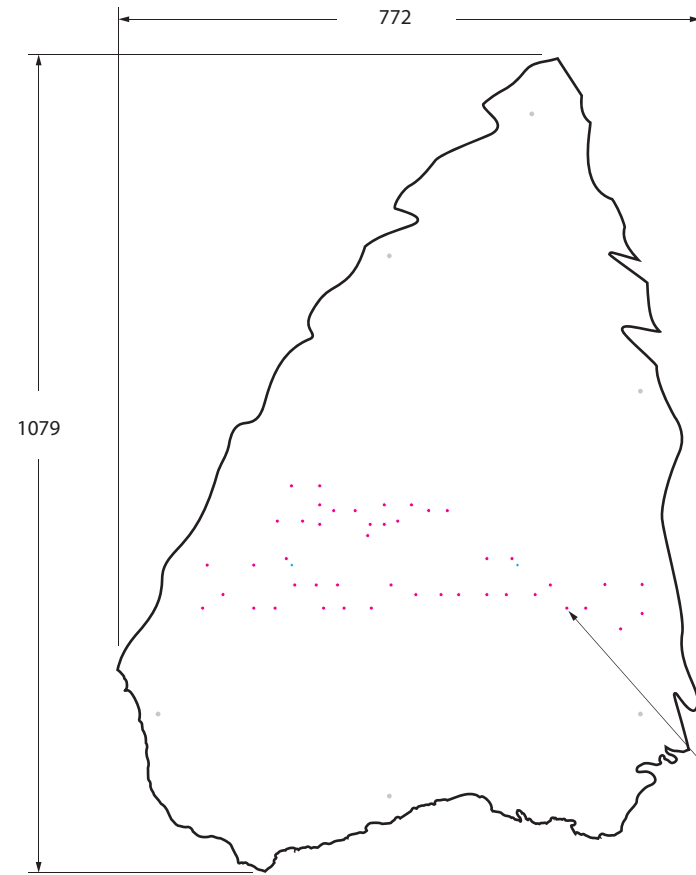
REV RÉV	DATE	BY/PAR	CHKD/VÉR
 NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE  Canada			
INDUSTRIAL DESIGN AND ENVIRONMENTAL GRAPHICS DESIGN INDUSTRIEL ET DE L'ENVIRONNEMENT			DATE DD-MM-YYYY JJ-MM-AAAA
CREATED BY CRÉÉ PAR	J.Yeung	18-02-2019	
CHECKED BY VÉRIFIÉ PAR	S.Sdraulig	-	
ENGINEERING AUTH. RESP. DU GÉNIE	-	-	
PROJECT PROJET	Mawandoseg: Land Marker - Mawandoseg: Repère		
NCCNO N° CCN	-	REV RÉV	12June19
TITLE TITRE	<b>Granite Granit</b>		
SCALE ECHELLE	-	SHEET FEUILLE	2 OF 6 DE

Ground Line

Ligne de sol

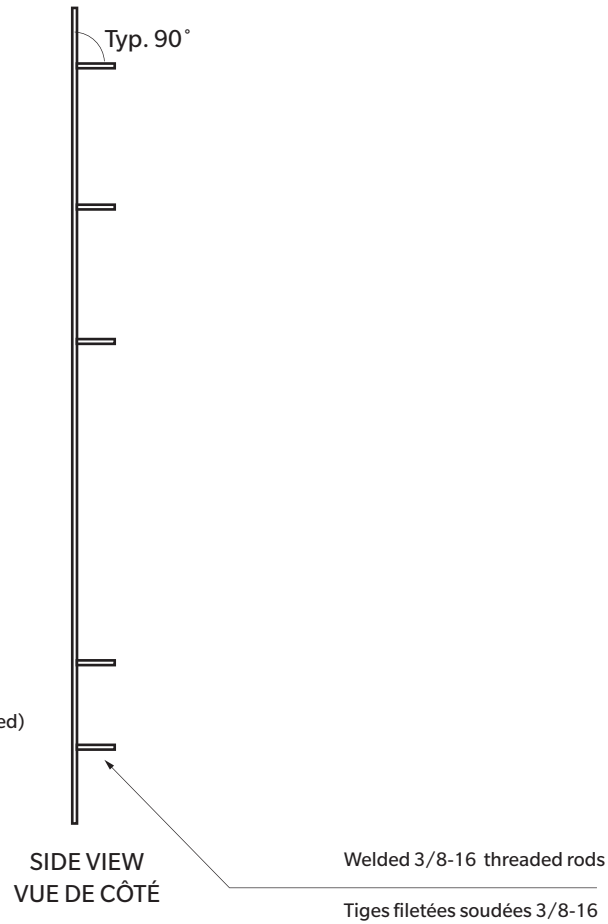


UPPER PART  
PIÈCE SUPÉRIEURE



FRONT VIEW  
VUE DE FACE

Holes for 8-32 counter sunk mechanical screws (45 estimated) and holes for 316 Stainless steel dowel pins - 3mm Dia x 8mm (2 estimated)  
Trous pour vis mécaniques à tête plate 8-32 (45 estimés) et trous pour goupilles de positionnement en acier inoxydable 316 - Dia 3 mm x 8 mm (2 estimés)



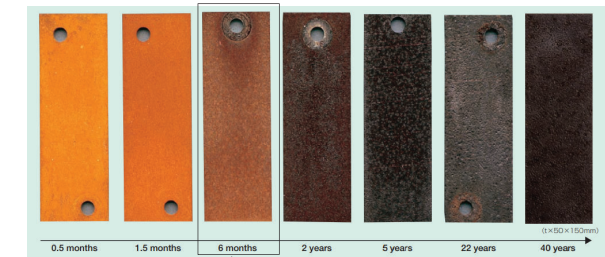
SIDE VIEW  
VUE DE CÔTÉ

**Material and finish**

1/4" weathered steel sheet with protective clear coat

**Matériau et fini**

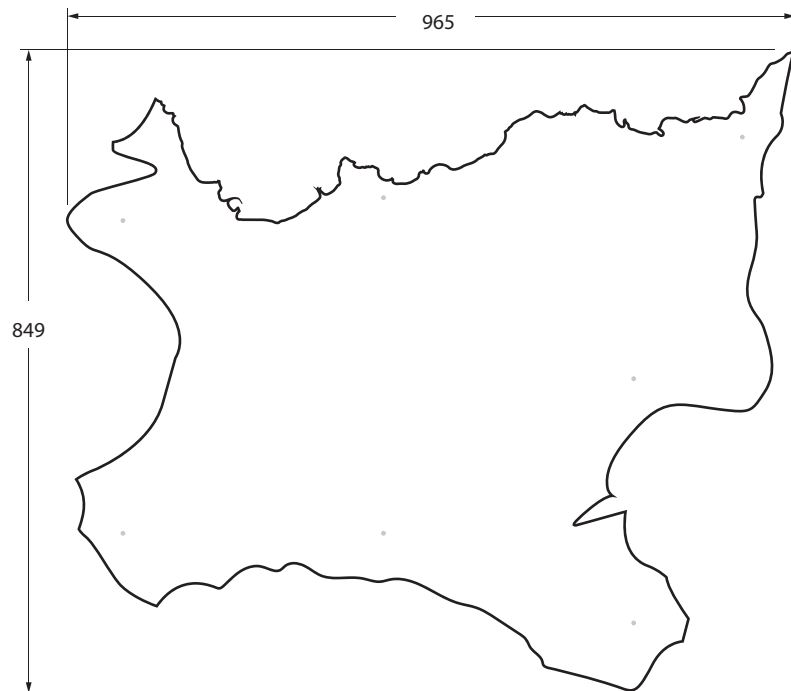
Feuille d'acier intempérique de 1/4 po d'épaisseur avec enduit transparent protecteur



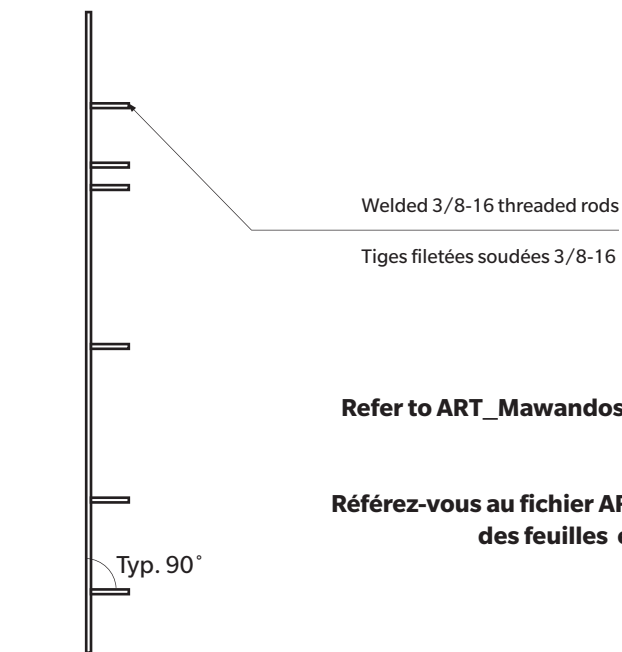
Desired Patina 6 months

Patine souhaitée 6 mois

LOWER PART  
PIÈCE INFÉRIEURE



FRONT VIEW  
VUE DE FACE



SIDE VIEW  
VUE DE CÔTÉ

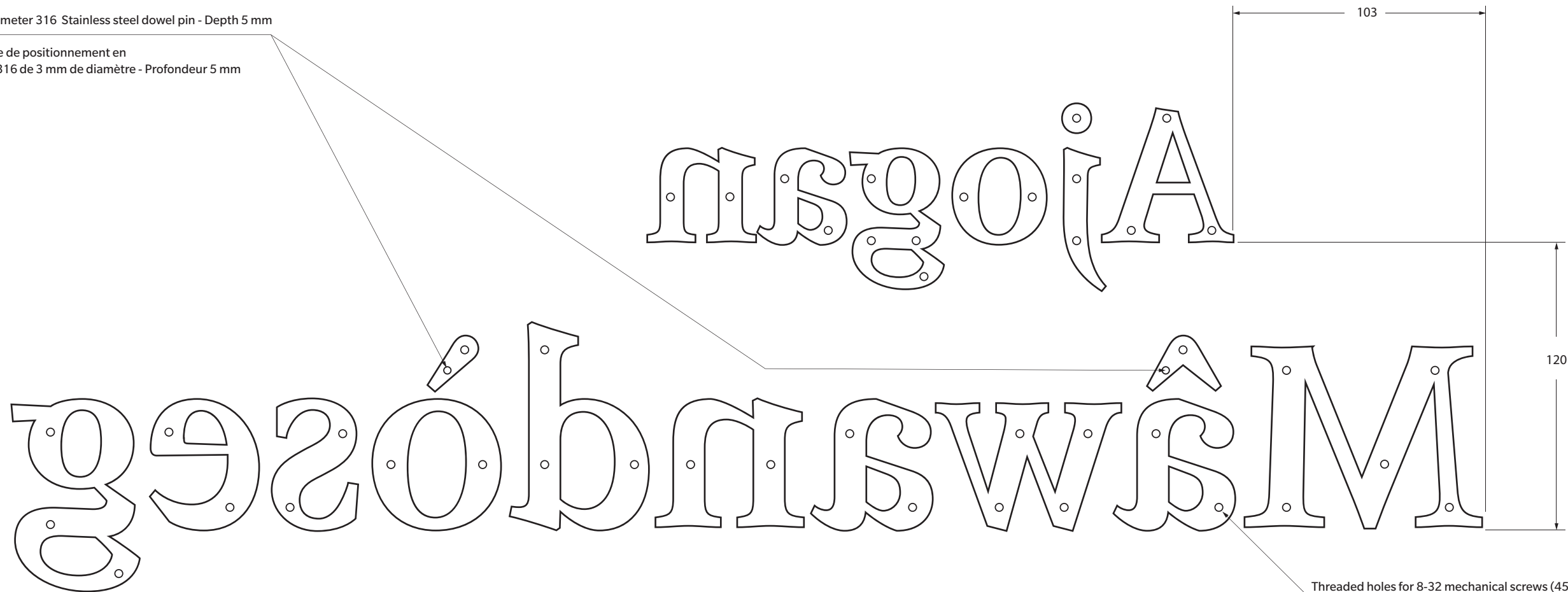
Refer to ART\_Mawandoseg\_WeatheredSteel\_Letters.DXF file for contour of weathered steel and location of letters

Référez-vous au fichier ART\_Mawandoseg\_WeatheredSteel\_Letters.DXF pour le contour des feuilles en acier intempérique et l'emplacement des lettres

REV RÉV	DATE	BY/PAR	CHKD/VÉR
DESCRIPTION			
 <b>NATIONAL CAPITAL COMMISSION</b> <b>COMMISSION DE LA CAPITALE NATIONALE</b>  			
INDUSTRIAL DESIGN AND ENVIRONMENTAL GRAPHICS DESIGN INDUSTRIEL ET DE L'ENVIRONNEMENT			DATE DD-MM-YYYY JJ-MM-AAAA
CREATED BY CRÉÉ PAR	J.Yeung	18-02-2019	
CHECKED BY VÉRIFIÉ PAR	S.Sdraulig	-	
ENGINEERING AUTH. RESP. DU GÉNIE	-	-	
PROJECT PROJET	Mawandoseg: Land Marker - Mawandoseg: Repère		
NCC NO N° CCN	-	REV RÉV	12June19
TITLE TITRE	<b>Weathered steel</b> <b>Acier intempérique</b>		
SCALE ÉCHELLE	-	SHEET FEUILLE	3 OF 6 DE

Hole for 3 mm diameter 316 Stainless steel dowel pin - Depth 5 mm

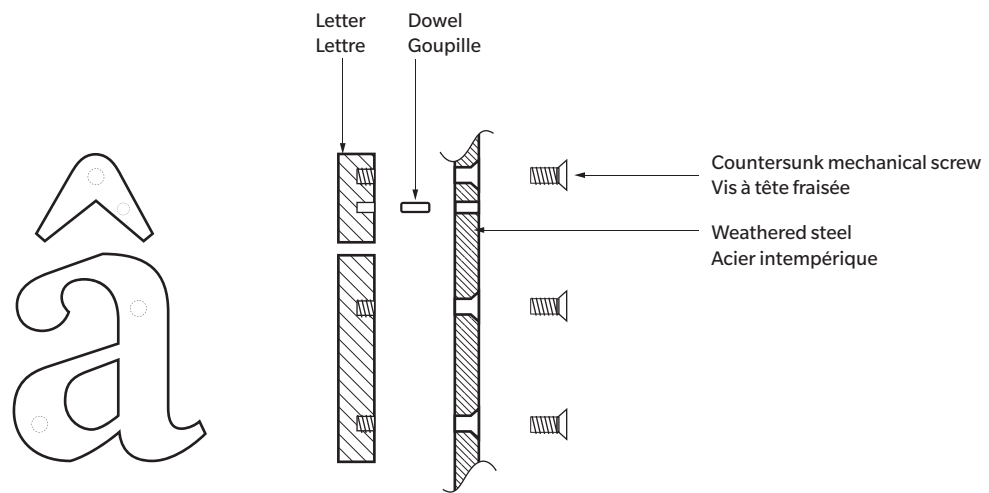
Trou pour goupille de positionnement en acier inoxydable 316 de 3 mm de diamètre - Profondeur 5 mm



BACK VIEW  
VUE DE DOS

Threaded holes for 8-32 mechanical screws (45 estimated) - Depth 5 mm

Trous filetés pour vis mécaniques 8-32 (45 estimés) - Profondeur 5 mm



FRONT VIEW  
VUE DE FACE

LATERAL SECTION  
SECTION LATÉRALE

Refer to ART\_Mawandoseg\_WeatheredSteel\_Letters.DXF file for size and location of letters

Référez-vous au fichier ART\_Mawandoseg\_WeatheredSteel\_Letters.DXF pour la grandeur et l'emplacement des lettres

LETTERING ASSEMBLY  
ASSEMBLAGE DU LETTRAGE

REV RÉV	DATE	BY/PAR	CHKD/VÉR
DESCRIPTION			
 NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE  Canada			
INDUSTRIAL DESIGN AND ENVIRONMENTAL GRAPHICS DESIGN INDUSTRIEL ET DE L'ENVIRONNEMENT			DATE DD-MM-YYYY JJ-MM-AAAA
CREATED BY CRÉÉ PAR	J.Yeung	18-02-2019	
CHECKED BY VÉRIFIÉ PAR	S.Sdraulig	-	
ENGINEERING AUTH. RESP. DU GÉNIE	-	-	
PROJECT PROJET	Mawandoseg: Land Marker - Mawandoseg: Repère		
NCC NO N° CCN	-	REV RÉV	12June19
TITLE TITRE	<b>Lettering Lettrage</b>		
SCALE ÉCHELLE	-	SHEET FEUILLE	4 OF 6 DE

**New top soil**  
Commercial grade top soil

**Seeding**  
10% Kentucky Bluegrass  
52% Creeping Red  
35% Perennial ryegrass  
3% White clover

**Nouveau Terreau**  
Sol de qualité commerciale

**Ensemencement**  
10% Bluegrass du Kentucky  
52% rouge rampant  
35% de ray-grass vivace  
3% de trèfle blanc

Back fill with existing excavated soil,  
remove excess off site.

Remblayer avec de la terre excavée existante,  
enlever l'excédent hors site.

Meet existing level and ground relief  
Niveler avec le sol existant et relief du terrain

**Concrete**  
30 MPA Reinforced concrete  
with 10 M x 300 mm GC roots  
1650 mm (w) x 300 mm (h) x 1300 mm (d)  
Exposure Classification F1  
MG20

**Béton**  
30 MPA Béton armé de racines GC 10 m x 300 mm  
1650 mm (w) x 300 mm (h) x 1300 mm (d)  
Classification d'exposition F1  
MG20

Extruded insulation board 38 mm thick (2X)  
2255 mm (w) x 1900 mm (d)

Panneau isolant extrudé de 38 mm d'épaisseur (2X)  
2255 mm (w) x 1900 mm (d)

Meet existing grade  
atteindre le nivelage existant

Stone Monument  
Monument en pierre

7000 lbs = 3175.147 kg

1% Slope  
Pente de 1%

150 mm  
all around  
sur le contour

300 mm  
all around  
sur le contour

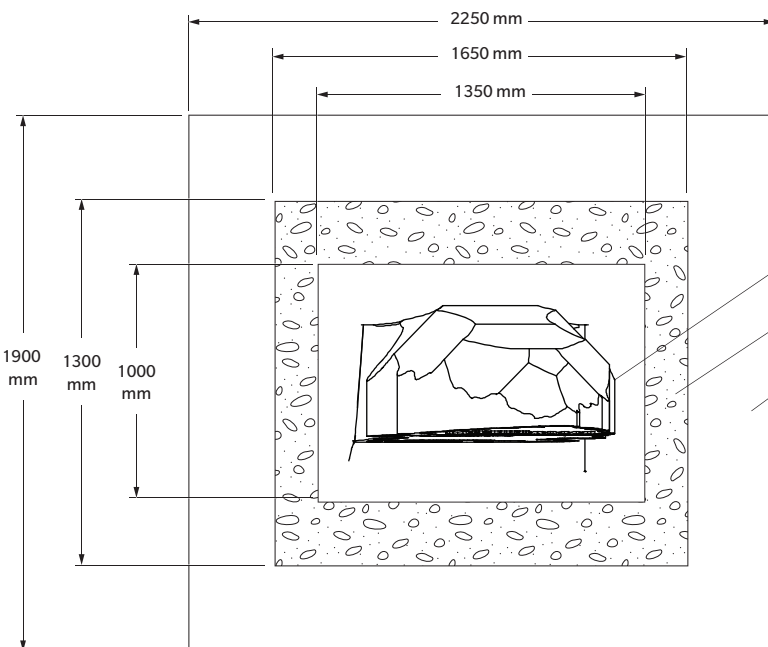
1% Slope  
Pente de 1%

150 mm

300 mm

76 mm

150 mm



TOP VIEW (NTS)

Stone monument / Monument en pierre

Concrete / Béton



Extruded insulation board / Panneau isolant extrudé

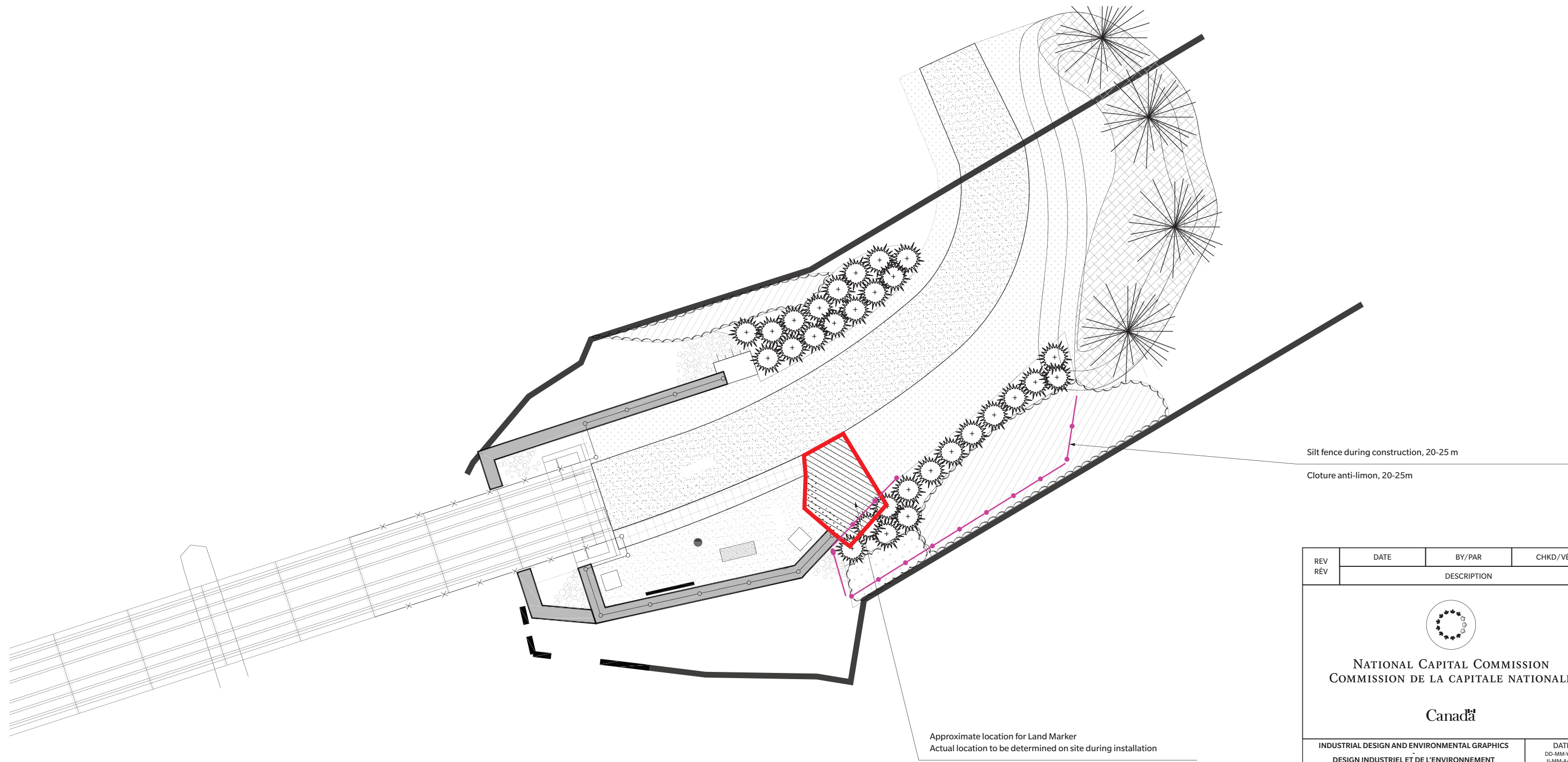
Granular Class A or B  
Compaction 95% Proctor modified

Classe granulaire A ou B  
Compaction 95% Proctor modifié

Undisturbed soil

sol non remanié

REV RÉV	DATE	BY/PAR	CHKD/VÉR
DESCRIPTION			
 <b>NATIONAL CAPITAL COMMISSION</b> <b>COMMISSION DE LA CAPITALE NATIONALE</b> 			
<b>INDUSTRIAL DESIGN AND ENVIRONMENTAL GRAPHICS</b> DESIGN INDUSTRIEL ET DE L'ENVIRONNEMENT			DATE DD-MM-YYYY JJ-MM-AAAA
CREATED BY CRÉÉ PAR	J.Yeung		18-02-2019
CHECKED BY VÉRIFIÉ PAR	S.Sdraulig		-
ENGINEERING AUTH. RESP. DU GÉNIE	-		-
PROJECT PROJET	Mawandoseg; Land Marker - Mawandoseg; Repère		
NCC NO N°CCN	-	REV RÉV	12 June 19
TITLE TITRE	<b>Foundation</b> <b>Fondation</b>		
SCALE ÉCHELLE	-	SHEET FEUILLE	5 OF 6 DE 6



Silt fence during construction, 20-25 m  
Cloture anti-limon, 20-25m

Approximate location for Land Marker  
Actual location to be determined on site during installation  
Emplacement approximatif du point de repère  
Emplacement exact à confirmer sur place au moment de l'installation

REV RÉV	DATE	BY/PAR	CHKD/VÉR
		DESCRIPTION	
 <b>NATIONAL CAPITAL COMMISSION</b> <b>COMMISSION DE LA CAPITALE NATIONALE</b>  			
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ENGINEERING AUTH. RESP. DU GÉNIE	-		-
PROJECT PROJET	Mawandoseg Land Marker - Mawandoseg: Repère		
NCC NO N° CCN	-	REV RÉV	12June19
TITLE TITRE	<b>Location</b> <b>Emplacement</b>		
SCALE ÉCHELLE	-	SHEET FEUILLE	6 OF DE 6



Barrière / Gate

Route d'accès / Access Road

Pont / Bridge

Sentier multi-usage / Multi-use Pathway

Site des travaux / Work Area

Aire de rassemblement / Staging Area

Trans Canada Trail

Sentier du Lac Leamy

Leamy Lake Pathway

Boulevard Fournier

Voyageurs Pathway

Boulevard Fournier

Boulevard Fournier

Voyageurs Pathway

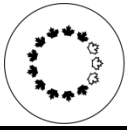
Voyageurs Pathway

Voyageurs Pathway

Voyageurs Pathway

Décharge du Lac Leamy

Les Jardins du Souvenir



## INSTRUCTIONS TO TENDERERS

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### 1. Address

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

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed or e-mailed 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~~

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## INSTRUCTIONS TO TENDERERS

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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.

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## INSTRUCTIONS TO TENDERERS

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### 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.

#### Rigger's Liability Insurance

1. **The Contractor must obtain Rigger's Liability Insurance**, in an amount usual for a contract of this nature, but **for not less than \$50,000 Cdn per accident or occurrence and in the annual aggregate.** The Contractor's Riggers Liability Insurance must provide coverage for loss or damage to all NCC Property under its care, custody or control, and must be maintained in force throughout the duration of the Contract. The NCC Property must be insured on "Replacement Cost(new)" basis. The Contractor must notify NCC promptly about any losses or damages to NCC Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The Rigger's Liability Insurance policy must include the following:

- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- b. Loss Payee: NCC as its interest may appear or as it may direct, for loss or damage to NCC property in the Contractor's care, custody or control.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against NCC for any and all loss of or damage to the property however caused.

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

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



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## INSTRUCTIONS TO TENDERERS

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### 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 Liability Insurance (\$5,000,000 aggregate)
- Certificate of Rigger's Liability Insurance (\$50,000 aggregate)
- A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the Contract Amount including taxes
- 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



## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the 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.

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## **GENERAL CONDITIONS**

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### **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

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## GENERAL CONDITIONS

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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**

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## GENERAL CONDITIONS

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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

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## GENERAL CONDITIONS

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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

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## GENERAL CONDITIONS

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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:

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## GENERAL CONDITIONS

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- 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.



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## GENERAL CONDITIONS

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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.

## Occupational Health and Safety Requirements

### 1. General

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

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

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:
- (a) A copy of the contractor's OHS policy;
  - (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
  - (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)



New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

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

Address / Adresse	Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :
Postal code / Code postal	( )	( )

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			

Business No. (BN) / N° de l'entreprise (NE) -	<b>OR / OU</b>	SIN / NAS -
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GST/HST / TPS et TVH	QST / TVQ (Québec)
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>

Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>	Contract for goods only / Contrat de biens seulement <input type="checkbox"/>
Type of goods and/or services offered / Genre de biens et / ou services rendus :			

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

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

**IMPORTANT**

Please fill in and return to the National Capital Commission with a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).	Veillez 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).
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	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](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit payment information**

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

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

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

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

**The advantages of direct deposit payment**

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

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

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

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

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

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

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

**Renseignements sur le paiement par dépôt direct**

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

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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