


**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)
 AGRICULTURAL REHABILITATION AND SMALL CONSTRUCTION SERVICES FOR LEASED PROPERTIES
 NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # MA057**

REQUEST FOR A STANDING OFFER (RFSO)

CONTRACTING AUTHORITY: Micheline Al-Koutsi Senior Procurement Officer micheline.al-koutsi@ncc-ccn.ca	BID DEADLINE: November 25, 2022 at 3:00 pm Eastern Standard Time (EST)
RETURN TO:  National Capital Commission NCC Bid email Bids-soumissions@ncc-ccn.ca Emails to refer to NCC tender file no. MA057	

This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes the General Conditions, and any/all other attachments referred to herein.

We hereby OFFER to supply to the National Capital Commission upon the terms and conditions set out herein, the services listed above and on any attached sheets at the submitted rates.	
Contractor's Name & Address Tel: Fax: Email:	Print Name Signature Date
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price:	_____ _____ Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any.

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Enquiries regarding this RFSO must be submitted in writing to the Contracting Authority by e-mail at – micheline.al-koutsi@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than twelve (12) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Contracting Authority shall examine the content of the enquiry and shall decide whether to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.2 The technical & financial proposals are to include all relevant information as per the following:
 - a. The Technical Proposal (email #1) shall contain:
 - i. 1st page of the RFSO signed;
 - ii. Addendum(s) acknowledgement on the 1st page of the RFSO, if any issued;
 - iii. The technical proposal in response to this RFSO (Appendix “A-1” Mandatory Requirements and Appendix “A-2” Point Rated Technical Criteria).
 - b. The Financial Proposal (email #2) shall contain:
 - i. Signed Appendix “B” – Financial Bid.
 - ii. Note: email #2 should not be inserted into email #1;
 - iii. email #2 will be opened only for those proposals which qualify technically as detailed in Article 13 - Basis of Award.
- 1.3 Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFSO, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms’ intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFSO as well as any Contract awarded as a result of the RFSO. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFSO and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
- 1.4 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.

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- 1.5 A debriefing of a Proponent's Proposal will be provided, within 15 calendar days of posting of award of the Standing Offer Agreements on [Tender opportunities | CanadaBuys](#). The debriefing will include an outline of the reasons the submission was not successful.
- 1.6 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm(s) will be required to complete and return a Supplier-Direct Deposit Payment and Tax Information Form provided by the NCC prior to SOA award and then will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
- 1.7 The Security Requirements and the General Conditions for Construction Services will also form part of the resulting SOA and subsequent call-up/contract purchase order(s).
- 1.8 In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 1.9 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.10 Facsimile transmittal of proposals will not be accepted.
- 1.11 Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.12 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Provinces of Ontario and/or Quebec and such Federal laws applicable therein.
- 1.13 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-Contractors for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.14 The successful Bidder shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Bidder during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Bidder's other obligations to indemnify and save harmless which are set out in the Commission's General Conditions.

2.0 REQUEST FOR STANDING OFFER AGREEMENT

2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future. The NCC foresees a potential need to retain the services of firms to provide **AGRICULTURAL REHABILITATION AND SMALL CONSTRUCTION SERVICES FOR LEASED PROPERTIES**, as more particularly stated herein and in the attached;

You are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said services.

The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to provide to the NCC, upon the terms and conditions hereinafter set out, the services detailed herein and at the rates listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those services which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 90 days from the closing date of this Request for Standing Offer (RFSO).

2.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services of firms on an "as and when requested" basis under a Standing Offer Agreement.

The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime Contractor/sub-Contractor relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference.

To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture, or as a sub-consulting member of the team.

2.4 PERIOD OF THE STANDING OFFER AGREEMENT (SOA):

The duration of the SOA is for a period of three (3) years from the date of award or until total expenditure level is attained, whichever comes first.

The Contractor grants NCC the irrevocable option to extend the term of the Standing Offer Agreement by one (1) additional year period at the same terms and conditions.

The annual unit rates the bidder quotes on Appendix "B" – Financial Bid Form will be fixed fees.

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the contractor name and address, Purchase Order number, date of required services, location, description of services performed, unit rates, purchase order limit, and an approval signature to proceed by the authorized designated user.

2.6 CALL-UP PURCHASE ORDER LIMITATION:

It is the NCC’s intention to award six (6) SOA’s. The projects to be addressed under the SOA will be at various locations within the National Capital Region, in the provinces of Ontario and Québec.

The SOA is intended for use on small and medium scale projects. The maximum all-inclusive amount payable for any one purchase order (call-up) shall be in accordance with the table below. All amounts are in CDN dollars including applicable taxes.

	PROJECTS UP TO \$75,000	PROJECTS BETWEEN \$75,000 - \$500,000	
CALL-UP LIMIT	\$75,000	\$500,000	
BID SOLICITATION LIMIT	N/A	\$500,000	

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Construction services should not be delivered until NCC's Contracting Authority has issued a purchase order number specific to that call-up purchase order. If no extra work is authorized by the NCC Technical Authority, the written quotation shall constitute the maximum amount payable under the call-up purchase order.

The NCC will issue bid solicitations for projects when the estimated price is between \$75,000 - \$500,000.00 including taxes.

The total dollar limit of construction work to be awarded per firm for the entire three (3) year Standing Offer Agreement period will be dependent on the number of firms retained and the NCC's estimated volume of work for the three-year period.

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-Contractors / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-Contractors / specialists named by NCC.
- may be requested to use sub-Contractor firms already on SOA with the NCC at which time, the sub-Contractor is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-Contractor team does not meet the NCC Technical Authority requirements.

Once the SOAs are in place, individual project requests for work will be handled as *purchase orders* (or *call-ups*) against the SOA. Quotations provided must be detailed, showing the name of the contractor, their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. Although the NCC cannot guarantee the number of purchase orders SOA firms will receive in any given year, the NCC's objective will be:

- to utilize the services of each SOA firm retained when and where possible
- to distribute overall call-up value across the list of firms holding SOAs.

2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements combined is \$ 2,500,000 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-contractors / specialists.

Note – the quantity of construction services and estimated expenses stated are only an approximation of the requirements given in good faith.

2.8 INVOICING:

Send all invoices by email to our Accounts Payables department, as an attachment to the following address payables@ncc-ccn.ca. For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.

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To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown on the Purchase Order and clearly indicate the Purchase Order number.

Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Technical Authority managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

Any extras or charges to the original scope and cost of PO work must be discussed with the NCC Design Lead; An addendum must be issued by the NCC Contracting Authority before the execution of said work. The NCC will not compensate the Contractor for additional work undertaken without the prior written authorization of the NCC Technical Authority.

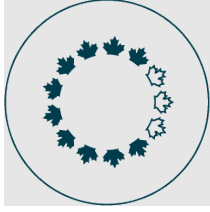
For each invoice/billing submitted to NCC, SOA firms shall:

- Supply a current accounting of time-costs resulting from the SOA firm's work on the call-up, as well as all approved related project costs and sub-Contractor costs;
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the 'call-up' contract amount, and the fee billed to date against that contract amount;
- Clearly identify the call-up number on their invoices

To ensure good project communication, it is mandatory that Contractors advise the NCC Technical Authority when 50% and 75% of approved costs have been incurred for a given call-up (or if so requested by the NCC Technical Authority, when 50% and 75% of each phase's approved costs have been expended). Advisement of status of billable hours does not constitute an amendment to the purchase order.

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Request for Standing Offer

APPENDIX “A” Terms of Reference

NCC-CCN

Agricultural Rehabilitation and Small Construction Services for Leased Properties

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1 Intent

The National Capital Commission (NCC) is seeking to establish a three-(3) year Standing Offer Agreement (SOA) for the services of experienced and qualified general contractors skilled in timber frame, log construction, and associated traditional carpentry for rehabilitation of the NCC's agricultural buildings. The NCC maintains approximately 80 century-old timber frame and log barns, which are primarily located within the National Capital Greenbelt. Successful SOA holders will assist in the rehabilitation of these buildings.

Work encompassed under this SOA is renovation and rehabilitation of existing structures, with no new construction envisioned. Specific jobs range from routine maintenance (under \$75,000) to broad rehabilitation (\$75,000-\$500,000). The majority of projects encompassed by this SOA are anticipated to fall between \$40,000 and \$150,000.

The anticipated range of actions encompassed by these projects includes, but is not limited to: truss repair, structural enhancement, timber and log replacement, building movement (ie. move a log barn to a new location on farm), stone and cinderblock foundation repointing, foundation or slab replacement, footing installation, application of sealants or resins to wood elements, roof replacement (steel panel), roof coating/sealing, barn painting, and occasional replacement of wood windows.

The SOA allows the NCC to complete renovation and rehabilitation in a timely and consistent manner across the agricultural leasing portfolio and provides a stable hourly rate for associated works. Each project performed through the SOA will have a unique scope and deadline, subject to the needs of the NCC and its representatives.

2 Term

The resulting SOA(s) will be for a period of three (3) years from the date of award.

The SOA holders grants NCC the irrevocable option to extend the term of the contract by one (1) additional year period at the same terms and conditions.

Rates quoted in Appendix "B" will remain fixed for the term of the SOA(s).

3 Background and Geographic Boundaries

The National Capital Commission is a federal Crown corporation created by Canada's Parliament in 1959 under the National Capital Act. Its predecessors were the Federal District Commission, created in 1927, and the Ottawa Improvement Commission, created in 1899.

As the Capital's largest property owner, the NCC owns and manages more than 11 percent of all lands in Canada's Capital Region. From the forests of Gatineau Park to the heart of the city, these unique properties are located in areas of importance to Canada's Capital. The NCC manages more than 1,600 buildings, including approximately 80 Greenbelt barns of varying heritage significance, several log homes, and over 100 additional agricultural structures. The majority of Greenbelt farms are located within 20 minutes from the core.

4 Scope of Work

This SOA is anticipated to encompass a broad range of rehabilitation projects within the NCC's Real Estate portfolio. The majority of projects are anticipated to consist of repair and restoration of log and timber barns between 50 and 150 years of age. However, this SOA may also be used to undertake similar tasks on other agricultural outbuildings, commercial properties, or homes.

The work included in this specification involves the supply of all labour, equipment, materials and tools necessary to perform the work in the National Capital Region or where otherwise directed by the NCC Technical Authority. When providing estimates, contractors are required to submit a quote according to the rates provided at Appendix "B" – Financial Bid. All costs fall under four main cost categories:

- a) Labour rates
- b) Material costs
- c) Equipment costs
- d) Subcontractor costs

Although tasks for specific projects will vary, at a high level, the following work items are anticipated to occur with relative frequency:

1. Roof repair or replacement (Principally steel, with occasional pressed tin or cedar shake)
2. Brick, stone or cinderblock foundation repointing
3. Truss repair or replacement
4. Sheathing and/or Cladding repair or replacement
5. Shoring installation
6. Pouring new concrete sill foundations or footings, slabs and or Creating gravel pads
7. Barn painting (exterior)
8. Building deconstruction,
Building movement (move log or timber barn to a new spot)
9. Electrical feed replacement
10. Replacement of heritage attributes (millwork, doors, windows, etc.)

The above list is provided as a sample of the services that the Contractor may be required to perform.

The NCC reserves the right to make minor amendments to this list as necessary. Likewise, actual Goods and Services required will vary from project to project. The NCC Technical Authority will make its best effort to allocate the work rotationally, and the Contractor does not have any claim for compensation, expense, damage or loss of profit from the NCC for any failure of the NCC to allocate any portion of the work to a Contractor or to use its own forces to perform any portion of the Services.

5 General Requirements

This section identifies the general requirements of the SOA.

5.1 Certification, Codes, and Standards

It is understood that agricultural and heritage buildings, often being over a century old, were not built to meet modern building code. However, for the purpose of this SOA, unless specified by the NCC Technical Authority for a given project, contractors must perform work in accordance with all applicable standards and codes. The National Farm Building Code is anticipated to form the dominant code for compliance, however unless otherwise specified by the NCC, work shall conform to the Building Code of Ontario, the National Building Code of Canada and all other pertinent provincial or local codes. In case of

Residential Rehabilitation and Small Construction Services for Leased Properties
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omission or discrepancy between these codes, the more stringent requirements shall apply. Proper safety precautions must be exercised at all times, with extra precautions taken to protect tenants and the general public.

In addition to the above certification, all work shall be in accordance with the following codes and standards:

- a) Canada Labour Code Part II
- b) The Occupational Health and Safety Act and regulations for Industrial Establishments
- c) The Occupational Health and Safety Act for Construction Projects
- d) The Plant Protection Act, and Canadian Food Inspection Agency (CFIA) Ministerial Orders
- e) Canadian Construction and Labour Safety Codes
- f) Construction Safety Code of Ontario
- g) All NCC Health and Safety Policies;
- h) All other code, law or regulation, of federal, provincial, or local application. In any case of conflict or discrepancy the more stringent requirements shall apply.

The Qualified Contractor is to provide only qualified personnel specified in this Term of Reference (TOR) (ie, Master, Journeyman, Apprentice) fully trained and experienced in performing the work requested in accordance with good industry practice. All work shall be performed in a professional manner and in accordance with good trade practice, and must be continually acceptable to the NCC.

5.2 Materials

The NCC maintains a supply of salvaged heritage material, including barnboard, timber, wide-plank sheathing, and salvaged dovetailed logs at its warehouse. The NCC may request that the Contractor reuse some of the salvaged material on a given project. In these circumstances, the Contractor will be given the opportunity to assess the material prior to providing a price for the work to confirm its suitability. Excepting instances where the NCC requests reuse of salvaged heritage materials, all materials and parts supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), and National Building Code. The replacement of any material must respect the original design requirements set out by the NCC.

The Contractor shall not use lower quality material, nor shall the contractor mix types or qualities of material. When the material to be used is in question and/or if the Contractor is unable to find materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the NCC for prior approval.

5.2.1 Consumables

Consumables are products that are routinely used while performing repairs and maintenance. They include, but are not limited to, items such as plumber's tape, screws, nails, tie-wraps, adhesives, caulking, cleaning products, connectors, etc. Unless otherwise specified by the contractor in a written quote and subsequently agreed to by the NCC, consumables are understood to be included in the rates submitted in the bid price form.

5.2.2 Disposal of Materials

Contractors are responsible for the appropriate removal and disposal of all material used on the job at all times. Contractors must transport material to the municipally approved disposal site. In the case of

hazardous materials the contractors must transport material to the approved disposal site. The Contractor is responsible for the payment of any associated fees to dispose of any and all material and for supplying the NCC with all pertinent documentation relating to disposal, at the discretion of the NCC. Movement restriction imposed by CFIA (Canadian Food Inspection Agency) must be adhered to at all times.

5.3 Site Maintenance

The majority of work encompassed by this SOA will occur on active farm, commercial, or residential sites. As such, the Contractor must clearly delineate the work area and any staging areas required for the NCC Technical Authority when providing an estimate. Once a purchase order (call-up) has been awarded for a particular project, the Contractor is responsible for maintaining a work area free from accumulated waste and rubbish, remove and dispose of debris, used and obsolete material on a daily basis.

5.4 Unsatisfactory/Defective Work

If, following performance of any of the Services, the NCC is of the opinion that such Services have not been performed to the standard (in respect of quality and quantity) required by the Order the NCC will notify the Contractor. If, following discussions between the NCC and the Contractor, the NCC remains dissatisfied with the manner in which the Services were performed, the Contractor must re-perform the Services at his cost within 7 days of receiving notice, and to the complete satisfaction of the NCC. Call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Qualified Contractor, and the NCC shall have final authority and sole discretion as to the acceptability.

5.5 Traffic Control and Signage

All traffic control at work sites shall be the responsibility of the Contractor. The Contractor shall comply with the provincial uniform traffic control standards, and only Staff trained and certified in the aforementioned traffic control standards shall be used by the Contractor.

The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the NCC.

5.6 Removal of Staff

The NCC may at its sole discretion request the Contractor to reprimand or remove and one of the Contractor's employees or sub-contractors for any one or more of the following reasons. The Contractor is to promptly comply with such requests:

- a) Unfit to work; or
- b) Intoxication; or
- c) Electronic communication device use while engaged in performance of the work; or
- d) Use of foul, profane, vulgar or obscene language or gestures; or
- e) Failure to provide qualified personnel; or
- f) Disrupting work or workers; or
- g) Wilful, negligent or reckless action in disregard of safety or sanitary requirements; or
- h) Any action that the NCC may determine constitutes a public nuisance or disorderly conduct; or
- i) Any other reason considered appropriate, at the sole discretion of the NCC.

5.7 Work Authorization

The work herein described is to be performed by professionals possessing all required certifications and qualifications, and who through related training and on-the-job experience are familiar with the techniques, tools and equipment to perform all related duties pertaining to agricultural and heritage rehabilitations. Work requisition will be provided by NCC Technical Authority to the Contractor indicating specific location, quantity of work and completion deadlines.

5.8 Safety Measures

In supplying the Goods and performing the Services, the Contractor is solely responsible for the safety of the jobsite and is to comply with the appropriate occupational safety and health standards, rules and regulations, and orders that are applicable to his actions and conduct. Safety of the public and tenants, while a job is being completed, will also be the responsibility of the Contractor. Personal Protective Equipment is to be used as required, be in good condition, appropriate to the tasks conducted and meet all regulatory standards. Safety devices and guards are to be in place and functioning. Observe construction safety measures required by Canadian Construction Safety Code, provincial Government, Worker's Compensation Board and municipal authority's, relating to construction safety measures. In any case of conflict or discrepancy the more stringent requirements shall apply. WSIB confirmation and insurance shall be submitted as required by the NCC.

5.9 Damage Caused by the Contractor

When and where applicable, the Contractor shall ensure leased premises, including exterior landscaping, auxiliary buildings, and paved surfaces, are protected against damage until completion of work. The Contractor shall take particular care to minimize disruption to tenants and protect tenant belongings while work is completed.

The Contractor shall be responsible for any damage it causes. Any damage is to be reported immediately to the NCC. The scalping of turf, deterioration or destruction of interior and exterior finishes, staining of pavement, etc., shall be considered damage.

Repairs required as a result of damage caused by the Contractor shall be completed within seven (7) days of the occurrence unless otherwise approved by the NCC. If not, the NCC shall conduct the repairs at the Contractor's expense. In cases where the safety of the tenant or public is threatened, the Contractor shall correct the situation immediately.

5.10 Billable Hours

Working hours shall be calculated when the crew commences work at the site until work ceases at the site, and encompass solely productive work time. Hours worked will not apply to time spent for paid for break periods (e.g. lunch break, washroom breaks, etc.), transportation of workers, material acquisition, material handling and delivery, or for movement of equipment, as this considered to be overhead and the cost shall be included in the hourly rate bid. The NCC does not pay overtime regardless of the number of hours worked, and travel time to and from the work site shall not be compensated.

The Contractor may be required to carry out work outside the normal working hours or ordinary working days without the prior approval of the NCC, where it is necessary in the interests of safety of the works or where the work is required to protect property. In such circumstances the Contractor shall inform the NCC in writing of the circumstances as early as possible.

The Contractor will be expected to locate his own source of materials, parts, and equipment required to carry out the work under an Order, and should make satisfactory arrangements for such to be available as required.

5.11 Communication with NCC

The Contractor shall respond to NCC enquiries, be they by phone or email, within 3 business days. If the NCC approaches an SOA holder requesting an estimate and does not receive a response within 3 business days, the request for estimate becomes void and the NCC may approach another SOA holder for it may choose to offer the work to an alternative SOA holder.

6 Material, Equipment, and Subcontractor Costs

SOA holders are to adhere to the rates established within the SOA on the understanding that the projects encompassed by this SOA require substantial material costs and occasional subcontracting or professional services, such costs should be recorded as Material Costs, Equipment Costs, or Subcontractor Costs. There shall be no profit percentage on material and equipment. Each cost (ie, Material Costs – Roofing Tin) shall be clearly identified on the estimate provided to the NCC, as well as the invoice once work has been completed.

Material costs are those directly attributed to the provision of goods to the fulfillment of project scope. For example, this could include heavy timbers or roofing steel,

Equipment costs are those attributed to goods used for the safe and effective completion of work, but which are not incorporated into the building over the course of rehabilitation. Examples include heavy equipment (excavators, lifts) or site fencing. Equipment ownership (owned by SOA holder versus rented) is to be clearly marked on the estimate and invoice.

Subcontractor costs are those which are attributed to a separate company contracted by the SOA holder to carry out a portion of the work. Subcontractors are to be clearly identified on both the initial estimate and subsequent invoices.

Note that all subcontractors are to be clearly identified on the initial estimate provided to the NCC prior to award of any work. The SOA holder is solely responsible for ensuring subcontractors comply with all laws and statutes, health and safety protocols, and insurance requirements.

7 Permits

In most circumstances, the NCC will obtain the relevant permits prior to approaching SOA holders to contract the work and provide this documentation as part of the estimating process. However, for work requiring electrical, provincial, or municipal permits where the NCC has not already obtained the relevant approvals or clearances, the Contractor is to provide a separate line item in their estimate to undertake the permitting process.

Should the contractor obtain permits on the NCC's behalf, the NCC is to be copied on correspondence with the appropriate governing body and receive a final copy of the issued permit or approval. This copy shall be provided to the NCC prior to the start of work. In the case of ESA or other inspections conducted following completion of work, the NCC is to receive a copy of the certification within 5 days or issuance by the regulatory body.

8 Status of Availability of Resources - Offer

The SOA holder certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by NCC's representatives and at the time specified in a call-up or agreed to with NCC's representatives. If for reasons beyond its control, the SOA holder is unable to provide the services of an individual named in its offer, the SOA holder may propose a substitute with similar qualifications and experience. The SOA holder must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the SOA holder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the SOA holder has proposed any individual who is not an employee of the SOA holder, the SOA holder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the NCC. The SOA holder must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the SOA holder and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

9 Submittals and Certifications

The Contractor is responsible for providing the NCC with updated copies of WSIB, insurance, security clearance and other items required under the general conditions of this SOA. The Contractor will act as General Contractor when undertaking work on NCC properties and will be insured to this effect. As General Contractor, they will be responsible for coordination, management, liability, and responsibility for subtrades and contractors if required.

10 Holdbacks and Bonds

Each resulting purchase order (call-up) to SOA exceeding \$75,000 must comply with *GC9 Contract Security* integrated as part of this RFSO.

11 Insurance

Commercial Liability Insurance

The SOA holder shall maintain an "Occurrence Based" commercial liability insurance policy with the following minimum requirements:

- a. Insurance limit shall not be less than \$5,000,000 per occurrence.
- b. Shall contain a cross liability clause and severability of interest clause.
- c. Name the NCC as an "additional named insured" by way of an endorsement.

12 SOA Unit Rates

The personnel hourly rates shall include all costs excluding applicable taxes, including but not limited to the following:

Residential Rehabilitation and Small Construction Services for Leased Properties
National Capital Commission

- a) The cost of all labour, consumables, and standard equipment, with materials and large equipment itemized separately as per the bid price sheet.
- b) Overheads covering and not limited to permits, licenses, drawings, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and safety measures, sub-contractors, etc;
- c) Mobilization and demobilization (and include traffic control services, if required) are included to enable this work to be carried out effectively, efficiently and safely;
- d) Disposal or recycling of all construction waste;
- e) Mark-ups and profits; and,
- f) Any other costs and expenses.

Non-Labour costs:

- Materials
 - o In instances where contractors use salvaged materials from the NCC warehouse, no material mark-up is permitted.
 - o Charges for materials shall include: construction supplies and materials not covered under “consumables,” such as timbers, steel roofing panels, angle braces, etc. It is understood that some projects may have higher materials charges than labour; contractors may be requested to submit proof of invoice/receipt for material costs for all materials in excess of \$5,000 (ie, an order of newly cut timbers exceeding the \$5,000 threshold would require submission of the supplier invoice to confirm the cost associated).
- Subcontractor
 - o The NCC reserves the right to prohibit subcontracting on specific projects or to set pre-qualifications for subcontractors on specific projects. The NCC additionally retains the right to remove any subcontractor for any of the reasons identified in Section 5.6 Removal of Staff.
 - o Contractors must submit proof of invoice/receipt for subcontracted labour exceeding \$10,000.
 - o Mark-up on subcontractor costs cannot exceed 10%.
- Equipment
 - o In instances where non-standard equipment (excavators, mechanical lifts, backhoes, waste disposal bins, site fencing, etc.) is required, the contractor must flag whether the equipment is owned or rented. Contractors must submit proof of invoice/receipt for rented equipment for costs exceeding \$5,000.
 - o Personal vehicles, trucks, and standard construction tools (eg, saw, nail gun, etc.) are not to be charged as equipment and are instead considered consumables.

13 Basis of Award

All bids will be evaluated and rated according to the mandatory requirements (Appendix “A-1”) and the Point Rated Technical Criteria (Appendix “A-2”).

The bidder must meet the mandatory requirements and obtain a technical score of 70% or more to technically qualify. The selection will be based on the highest responsive combined rating of technical merit and price. The technical score will be weighted 60% and the financial score will be weighted 40%.

Calculation of Total Score:

Technical Rating x 60% = Technical Score (Points)

Price Rating x 40% = Financial Score (Points)

Total Score Max. = 100 Points

The responsive bid with the lowest overall price will receive 40 points (maximum pricing score). The other responsive bids will be allocated pricing points prorated against the lowest evaluated price.

For example, if the lowest overall fee proposed by a bidder is \$ 50,000 and another bidder's fee submission is \$ 80,000, the \$ 80,000 fee proposal would be awarded 24.80 points ($\$ 50,000 / \$ 80,000 \times 40 \text{ points} = 24.80 \text{ points}$).

The top six bids with the highest combined rating of Technical merit and Price will be recommended for award of a SOA.

14 SOA Value and Award of Work to Approved SOA Holders

The NCC will award a maximum of 6 (six) SOA under this agreement. The projects to be addressed under this SOA will be at various locations within the National Capital Region, in the provinces of Ontario and Quebec.

Owing to the structure of the SOA, successful SOA holders will not be ranked for expenditures within the agreement, nor will they be assigned an envelope amount reflective of the estimated expenditure by project. Instead, two tiers of procurement are encompassed under this SOA:

Projects Under \$75,000

For projects under \$75, 000 in value, the NCC reserves the right to issue a purchase order (call-up) within the pool of prequalified SOA holders based upon the expertise and capacity needed for the scope of work.

Projects Between \$75,000 and \$500,000

For projects exceeding the \$75,000 threshold, the NCC shall invite all SOA holders to submit an estimate for the works. SOA holders are to respect SOA rates when providing an estimate. The NCC shall proceed with the lowest-priced bid which fulfills the project scope, timeline, and any other functional requirements outlined during the solicitation period.

15 Replenishment of Standing Offer Agreement List

If any firm holding an SOA has their SOA cancelled or SOA holder withdraws his Standing Offer, the NCC reserves the right to 'replenish' the list of SOAs by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next highest ranked firm(s)' as per rankings established in *Article 13 - Basis of Award*.

16 Refusal to submit an offer on Bid Solicitation

If the SOA holder refuses to respond to a bid solicitation three (3) times, the NCC Contracting Authority may set aside the Contractor's SOA for a one (1) year period.

17 ROLES AND AUTHORITIES

Standing Offer Authority - NCC Senior Contract Officer:

Micheline Al-Koutsi
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 343-552-5974
Email: micheline.al-koutsi@ncc-ccn.ca

The Senior Contract Officer is responsible for the management of the SOA. Any changes to the SOA must be authorized in writing the appropriate NCC delegated Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the SOA based on verbal or written requests or instructions from anybody other than the Senior Contract Officer.

NCC Technical Authority

The NCC will appoint a Technical Authority who:

Is responsible for managing the SOA, and, on behalf of the NCC, is responsible for the day-to-day management of the SOA holder.

Acts as a liaison between the NCC and the SOA holder.

Is required to be kept informed at all times of the progress of the work and of any problems and/or potential changes to the scope, cost, schedule, quality of work, communications, or risks immediately as they occur.

Is the only one with authorization for any change to the scope, cost or schedule of the SOA holder's Call-up PO.

SOA holder's Project Manager (PM)

The SOA holder shall appoint a Project Manager who:

Will be the SOA holder's principal contact for the duration of the call-up.

Has full authority to act on behalf of the NCC on all aspects of the work except scope, cost and schedule changes (unless explicitly stated elsewhere in this RFSO document or additional direction is given by the NCC Technical Authority).

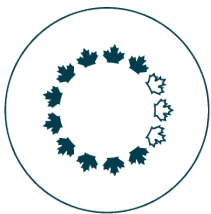
Shall ensure that proposed changes or refinements to the scope of work are communicated to the NCC Technical Authority for approval, together with any associated risks, cost implications or changes in schedule, and that all related issues are properly identified and reported.

APPENDIX “A-1”

Mandatory Requirements

1. Bidders must ensure full compliance with the following mandatory requirements by the closing of this RFSO.
2. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Supporting documentation may be required.
3. Bidder’s must indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled “Reference to Technical Bid (page number)” for all information included.

Item	Requirement	Reference to Technical Bid (page number)
1.	<p>The bidder must provide a public record of three (3) years’ continuous operation in the field of small-to-medium scale construction, log or timber building, and/or heritage restoration realized in the last five (5) years.</p> <p>Note that this requirement applies to the company; bidders cannot satisfy the requirement with staffing experience (for example, one or more employed individuals with three (3) years’ experience would not meet this requirement).</p>	
2.	The bidder must provide a letter of reference from a recent client (within 5 years), in relation to a project that falls under at least one of the items listed in Section 4 “Scope of Work”.	
3.	<p>The bidder must confirm they have the staff and resources to complete the following tasks (from Section 4: Scope of Work) without subcontracting, if necessary:</p> <ol style="list-style-type: none"> a. Installation of wood frame shoring designed by a licensed engineer b. “Like for Like” Replacement of timber elements from bents in timber frame barns c. “Like for Like” replacement of dovetailed logs from log barns and homes d. Replacement of barnboard cladding <p>Confirmation may take the form of any combination of the following:</p> <ol style="list-style-type: none"> a. number of employees; b. supporting certifications; c. project examples from Items 1, 2 and 3; and d. a written declaration. 	
4.	<p>The bidder must be able to provide services in the National Capital Region (NCR).</p> <p>Provide a list of projects realized in the NCR during the last three (3) years.</p>	



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APPENDIX “A-2”

Point Rated Technical Criteria – (PRTC)

Evaluation and Rating

The bidder must score 70% of the overall total or higher to technically qualify. Rated technical requirements will be weighted at sixty (60) percent of the proposal’s total score, and the financial bid will be weighted at 40%.

NCC Evaluation Committee members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the tables below.

Please provide and address each criterion individually.

- I. Although price is an important factor, it is only one criterion in the evaluation of proposals. The NCC is seeking best overall value and will evaluate proposals on a point rating system based on the following Evaluation Criteria and assigned weight factors.
- II. Bidders must include all information relating to the Evaluation Criteria in their proposal. All information contained within the Proposal must be complete and clear to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder’s must indicate the location of the information relevant to the Evaluation Criteria. Failure to clearly indicate the location of information (page number) in the Evaluation Criteria table may result in the disqualification of the proposal.

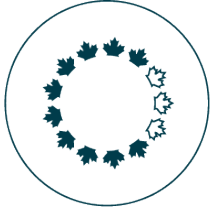
List of criteria with their weigh factor

CRITERION	WEIGHT FACTOR	RATING	WEIGHTED RATING
1- Experience	5.0	0-100%	0-50
2- Certification	2.0	0-100%	0-20
3- Availability	1.5	0-100%	0-15
4- Personnel	1.5	0-100%	0-15
TOTAL			0-100

EVALUATION RATING TABLE

RATED REQUIREMENT	INCOMPLETE	INADEQUATE	ADEQUATE	FULLY SATISFACTORY	STRONG
Points	0	40	60	80	100
Experience	Did not submit information which could be evaluated	Project examples confirm the bidder has successfully completed greater than 40% of the items in Section 4.	Project examples confirm the bidder has successfully completed greater than 60% of the items in Section 4.	Project examples confirm the Bidder has successfully completed greater than 80% of the items in Section 4.	Project examples confirm the Bidder has successfully fulfilled all of the items in Section 4.
Certification	Did not submit information which could be evaluated	Have One of the following - Timber Framers Guild - Log Home Builder's Association - Canadian Association of Heritage Professionals - Accreditation or diploma from the Algonquin College Heritage Carpentry and Masonry program or equivalent, Heartwood School, Gibson School of Timber Framing, or other recognized program specializing in log and timber joinery	Have Two of the following - Timber Framers Guild - Log Home Builder's Association - Canadian Association of Heritage Professionals - Accreditation or diploma from the Algonquin College Heritage Carpentry and Masonry program or equivalent, Heartwood School, Gibson School of Timber Framing, or other recognized program specializing in log and timber joinery	Have Three of the following - Timber Framers Guild - Log Home Builder's Association - Canadian Association of Heritage Professionals - Accreditation or diploma from the Algonquin College Heritage Carpentry and Masonry program or equivalent, Heartwood School, Gibson School of Timber Framing, or other recognized program specializing in log and timber joinery	Have all the following - Timber Framers Guild - Log Home Builder's Association - Canadian Association of Heritage Professionals - Accreditation or diploma from the Algonquin College Heritage Carpentry and Masonry program or equivalent, Heartwood School, Gibson School of Timber Framing, or other recognized program specializing in log and timber joinery
Availability	Did not submit information which could be evaluated	Provides single business phone number (i.e. office contact) for business hours. No after-hours service offered.	Provides dispatch phone number (i.e. office contact) for business hours and voicemail service to be verified and responded to within 24 hours.	Provides dispatch phone number (i.e. office contact) during business hours, directly forwards after-hours callers to emergency tradesperson contact for after hours service	Provides direct contact information for manager or other high-level individual for use during business hours and after-hours emergencies. Also provides additional phone numbers for other high-ranking employees and emergency contacts with the company.
Personnel	Did not submit information which could be evaluated	Two full-time trades people personnel	Four full-time trades people personnel	Seven full-time trades people personnel	Ten or more full-time trades people personnel

PRTC	CRITERIA	PAGE NUMBER	POINTS AVAILABLE
1 - EXPERIENCE	<p>The bidder receives points for each of the 10 work items under Section 4 “Scope of Work” which they have demonstrated repeated experience with.</p> <p>Bidders must provide a description which clearly states the scope of work performed by the contractor and how it aligns with the Scope of Work in the Section 4. The submitted projects must:</p> <ul style="list-style-type: none"> a) Have been completed within the last 8 years b) Have a total construction budget of \$75,000 or greater c) Have scopes whereby greater than 50% of the total project encompassed one or more of the following core activities: <ul style="list-style-type: none"> i. Log barn or home rehabilitation/construction ii. Timber frame rehabilitation/construction iii. Heritage building rehabilitation (For the purposes of evaluation, a building may be considered heritage if it is provincially, municipally, or federally designated (including designation within a heritage conservation district), or if it appears on a municipal heritage register.) iv. Barn construction or rehabilitation <p>The NCC reserves the right to request proof of contractor involvement in each of the exemplified projects, including references.</p>		<p style="text-align: center;">50 5 points/project</p>
2 - CERTIFICATIONS	<p>The bidder receives points for each of the following certifications and/or professional memberships held by at least one of their staff:</p> <ul style="list-style-type: none"> 1- Timber Framers Guild; 2- Log Home Builder’s Association; 3- Canadian Association of Heritage Professionals; 4- Accreditation or diploma from the Algonquin College Heritage Carpentry and Masonry program, Heartwood School, Gibson School of Timber Framing, or other recognized program specializing in log and timber joinery. <p>A copy of each certification must be provided in order to get the points.</p>		<p style="text-align: center;">20 5 points/certification</p>
3 - AVAILABILITY	<p>The bidder must provide proof of availability including emergency and regular hours dispatch. Bidder must demonstrates flexibility and availability of staff to fulfill after hours and emergency work outlined in the SOA.</p>		<p style="text-align: center;">15</p>
4 - PERSONNEL	<p>Number of full-time trades people personnel. The NCC reserves the right to request proof of employment.</p>		<p style="text-align: center;">15</p>
TOTAL TECHNICAL SCORE			100

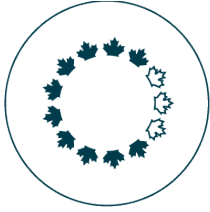


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Appendix “B” - Financial Bid

Agricultural Rehabilitation and
Small Construction Services for
Leased Properties

NCC SOLICITATION NUMBER: MA057



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

Agricultural Rehabilitation and Small Construction Services for Leased Properties

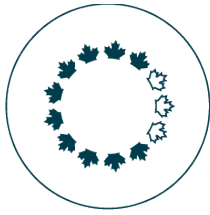
Appendix "B" - Financial Bid

Solicitation Number: MA057

PRICE PROPOSAL FORM

A INSTRUCTIONS

1. The Bidder is to complete and submit this Price Proposal Form in email #2 by the Bid Closing prescribed on the first page of the RFSO document.
2. The Bidder must complete and sign the table on the last page. Failure to do so will render the Bidder's Price Proposal non-responsive.
3. The Bidder shall not alter this form except to identify themselves; complete their proposed unit fees, and establish the rates for the resulting SOA. Removing, adding, or altering the wording in this Price Proposal Form may render the Bidder's Price Proposal non-responsive.
4. Any condition or qualification placed upon the Proposal may render the Bidder's Proposal non-responsive.



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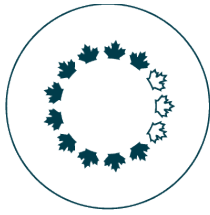
Agricultural Rehabilitation and Small Construction Services for Leased Properties

Appendix “B” - Financial Bid

Solicitation Number: MA057

B FINANCIAL PROPOSAL

Line Item	Description	Unit of measure	Estimated hours	3 Year Term			Option Year (if exercised)	Extended total F=AxB+AxC+AxD+AxE
				Year 1 2022 to 2023	Year 2 2023 to 2024	Year 3 2024 to 2025	Year 4 2025 to 2026	
			A	B	C	D	E	
1.	Site Supervisor	Per hour	10					
2.	Apprentice Carpenter	Per hour	25					
3.	Journeyman Carpenter	Per hour	10					
4.	Master Carpenter	Per hour	5					
5.	Brick and Stone Mason	Per hour	25					
6.	General Labourer	Per hour	65					
Subtotal (items 1-6)								



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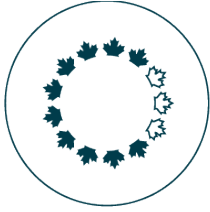
Agricultural Rehabilitation and Small Construction Services for Leased Properties

Appendix "B" - Financial Bid

Solicitation Number: MA057

	HST-13%	
	Grand Total	

*Note: The Estimate of hours is for bid evaluation purposes only, and is not a guarantee of work.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

Agricultural Rehabilitation and Small Construction Services for Leased Properties

Appendix "B" - Financial Bid

Solicitation Number: MA057

I, the undersigned, being a principal of the Proponent, confirm that all the pricing elements prescribed in this APPENDIX B – FINANCIAL BID FORM were properly and completed considered in establishing the total proposed fee for the Services required for the RFSO.

Name of Bidder :	
Address of Bidder:	
City :	
Province / State :	
Postal Code / Zip Code:	
Telephone :	
Fax :	
Email :	
Signature :	
Title :	
Date :	

APPENDIX “C” – BIDDER’S CHECKLIST

#	REQUIREMENT / TASK / INSERTION within Bidder’s Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement
Instructions, or, Annexes / Appendices required from bidders with the technical proposal		
1	Complete and sign the NCC’s Title Page (Page 1) and submit it with your Technical Bid. All addendums issued must be acknowledged	<input type="checkbox"/>
2	Complete Appendix “A-1” - Mandatory Requirements and ensure it forms part of your Technical Bid	<input type="checkbox"/>
3	Complete and sign Appendix “A-2” – Point Rated Technical Criteria	<input type="checkbox"/>
4	Ensure that your Bid addresses all the points outlined in Appendix “A-2” -Point Rated Technical Criteria	<input type="checkbox"/>
5	Ensure that your Technical Bid does not contain a copy of your Financial Bid.	<input type="checkbox"/>
6	Ensure that your Technical and Financial Bids are in separate emails	<input type="checkbox"/>
Appendix to be submitted with financial proposal		
7	Complete and sign Appendix “B” – Financial Bid	<input type="checkbox"/>
Optional appendix to be submitted with technical proposal		
8	Complete and insert Appendix “C” Bidder’s Checklist and submit it with your Technical Bid	<input type="checkbox"/>
Annexes / Appendices only required of top ranked bidders for award of a Standing Offer Agreement		
9	Annex “A” – Supplier Direct Payment and Tax Information Form to your Technical Bid	<input type="checkbox"/>
10	Annex “B” Certificate of Insurance	<input type="checkbox"/>

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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

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

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

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

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

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

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

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

Please send a void cheque 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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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


**CERTIFICAT OF INSURANCE
ATTESTATION D'ASSURANCE**

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

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

- GI01 Completion of Tender
- GI02 Identity or Legal Capacity of the Bidder
- GI03 Goods and Services Tax / Harmonized Sales Tax
- GI04 Québec Sales Tax
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- ~~GI08 Tender Security Requirements~~
- GI09 Submission of Tender
- GI10 Revision of Tender
- GI11 Acceptance of Tender
- GI12 Procurement Business Number
- GI13 Bid Depository
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation

GI01 Completion of Tender

- 1) The tender shall be:
 - (a) submitted on the Invitation to Tender and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Invitation to Tender and Acceptance Form that must be identical in content and format to the Invitation to Tender and Acceptance Form provided through GETS;
 - (b) based on the Tender Documents listed in the Special Instructions to Bidders;
 - (c) correctly completed in all respects;
 - (d) signed by a duly authorized representative of the Bidder; and
 - (e) accompanied by
 - (i) tender security as specified in GI08; and
 - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the tender.
- 2) Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Invitation to Tender and Acceptance Form, or any condition or qualification placed upon the tender shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Invitation to Tender and Acceptance Form by the Bidder shall be initialled by the person or persons signing the tender. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Tender Documents, facsimile copies of tenders are not acceptable.

GI02 Identity or Legal Capacity of the Bidder

- 1) In order to confirm the authority of the person or persons signing the tender or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by the NCC prior to award of contract, provide satisfactory proof of:

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business.

Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this tender on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI03 Goods and Services Tax / Harmonized Sales Tax

- 1) The National Capital Commission (NCC) is a Crown Corporation subject to the Goods and Services Tax (GST), the Ontario Provincial Sales Tax (OST) and the Quebec Sales Tax (QST). The rates quoted are exclusive of the GST and the OST/QST. The successful firm will be required to indicate separately, on all invoices or requests for payments, the amount of Goods and Services Sales Tax (GST), the amount of Ontario Sales Tax (OST) and the amount of Quebec Sales Tax (QST), to the extent applicable, that the Commission must pay. These amounts will be paid to the successful Bidder who is required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by Crown Corporations under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a "T1204" slip. To comply with this requirement, the Bidder is required to provide the following information on the "Supplier – Direct Payment and Tax Information Form" (see Appendix 11).

By signing this form, the Bidder/Proponent certifies that he/she has examined the information provided on the form and that it is correct, complete, and fully discloses the identification of the Contractor.

This "Supplier – Direct Payment and Tax Information Form" must be completed and returned to the Commission prior to any contract being awarded to your firm (see Appendix 11).

GI04 Quebec Sales Tax

- 1) See GI03.

GI05 Capital Development and Redevelopment Charges

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the tender amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 Registry and Pre-qualification of Floating Plant

- 1) Dredges or other floating plant to be used in the performance of the Work must be on Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada, if applicable, and this certificate must accompany the tender. Plant so qualified by Industry Canada may be accepted on this project.

GI07 Listing of Subcontractors and Suppliers

- 1) Notwithstanding any list of Subcontractors that the Bidder shall be required to submit as part of the tender, the Bidder submitting the lowest acceptable tender shall, within 24 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so may result in the disqualification of its tender.

GI08 Tender Security Requirements

- ~~1) The Bidder shall submit tender security with the tender in the form of a bid bond or a security deposit in an amount that is equal to not less than 10% of the tender amount including all applicable taxes.~~

~~The maximum amount of tender security required with any tender is \$2,000,000.00.~~

- ~~2) A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website:~~

~~<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027>~~

~~The approved form for the bid bond is enclosed at the end of this section.~~

- ~~3) A security deposit shall be an original, properly completed, signed where required and be either:
 - ~~(a) a bill of exchange, bank draft or money order payable to the NCC;~~
 - ~~(b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada; or~~~~
- ~~4) A bill of exchange, bank draft or money order referred to in subparagraph 3)(a) of GI08 shall be certified by or drawn on:
 - ~~(a) a corporation or institution that is a member of the Canadian Payments Association;~~
 - ~~(b) a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province;~~
 - ~~(c) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance dépôts du Québec" to the maximum permitted by law;~~
 - ~~(d) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the *Income Tax Act*; or~~
 - ~~(e) Canada Post Corporation.~~~~
- ~~5) If a bill of exchange, bank draft or money order is drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in paragraph 4) of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft, or money order.~~
- ~~6) For the purposes of this section, a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable time, a certain sum of money to, or to the order of, the NCC.~~

- 7) ~~Bonds referred to in subparagraph 3)(b) of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:~~
- ~~(a) payable to bearer;~~
 - ~~(b) accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or~~
 - ~~(c) registered as to principal or as to principal and interest in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.~~
- 8) ~~As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to the NCC and the amount shall be determined in the same manner as a security deposit referred to above.~~
- 9) ~~An irrevocable standby letter of credit referred to in paragraph 8) of GI08 shall:~~
- ~~(a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf:~~
 - ~~(i) is to make a payment to, or to the order of, the NCC as the beneficiary;~~
 - ~~(ii) is to accept and pay bills of exchange drawn by the NCC;~~
 - ~~(iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or~~
 - ~~(iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.~~
 - ~~(b) state the face amount which may be drawn against it;~~
 - ~~(c) state its expiry date;~~
 - ~~(d) provide for sight payment to the NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC Contract Administrator identified in the letter of credit by his/her office;~~
 - ~~(e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;~~
 - ~~(f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;~~
 - ~~(g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and~~
 - ~~(h) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.~~
- 10) ~~Tender security shall lapse or be returned as soon as practical following:~~
- ~~(a) the solicitation closing date, for those Bidders submitting non-compliant tenders; and~~

- ~~(b) the administrative tender review, for those Bidders submitting compliant tenders ranked fourth to last on the schedule of tenders; and~~
 - ~~(c) the award of contract, for those Bidders submitting the second and third ranked tenders; and~~
 - ~~(d) the receipt of contract security for the successful Bidder; or~~
 - ~~(e) the cancellation of the solicitation, for all Bidders.~~
- 11) ~~Notwithstanding the provisions of paragraph 10) of GI08 and provided more than three (3) compliant tenders have been received, if one or more of the tenders ranked third to first is withdrawn or rejected for whatever reason, then the NCC reserves the right to hold the security of the next highest ranked compliant tender in order to retain the tender security of at least three (3) valid and compliant tenders.~~

GI09 Submission of Tender

- 1) The Invitation to Tender and Acceptance Form, duly completed with the bid security, shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the front page of the Invitation to Tender and Acceptance Form for the receipt of tenders.
- 2) Unless otherwise specified in the Special Instructions to Bidders:
 - (a) the tender shall be in Canadian currency;
 - (b) exchange rate fluctuation protection is not offered; and
 - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the tender, the Bidder shall ensure that the following information is clearly printed or typed on the face of the tender envelope:
 - (a) Solicitation Number;
 - (b) Name of Bidder.
- 5) Timely and correct delivery of the tender is the sole responsibility of the Bidder. The tender must be received on or before the date and time set for solicitation closing. Late tenders shall be disqualified.

GI10 Revision of Tender

- 1) A tender submitted in accordance with these instructions may be revised by letter or facsimile (fax number only 613-239-5012 provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall:
 - (a) be on the Bidder's letterhead or bear a signature that identifies the Bidder;
 - (b) for the Total Bid Amount, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
 - (c) for the Price per unit portion of a tender, clearly identify the current revision(s) to the Price(s) per unit and the specific item(s) to which each revision applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current

revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.

- 2) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY", for each contemplated change.
- 3) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The tender shall be evaluated based on the original tender submitted and all other compliant revision(s).

GI11 Acceptance of Tender

- 1) The NCC may accept any tender, whether it is the lowest or not, or may reject any or all tenders.
- 2) Without limiting the generality of paragraph 1) of GI11, the NCC may reject a tender if any of the following circumstances are present:
 - (a) the Bidder, or any employee or subcontractor included as part of the tender, have been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against her Majesty) or Section 154.01 (Fraud against her Majesty) of the Financial Administration Act;
 - (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - (c) the bidding privileges of any employee or subcontractor included as part of the tender are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to tender on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the NCC
 - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its tender;
 - (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its tender; or
 - (iv) the NCC determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being tendered on.
- 3). In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(d)(iv) of GI11, the NCC may consider, but not be limited to, such matters as:
 - (a) the quality of workmanship in performing the Work;
 - (b) the timeliness of completion of the Work;

- (c) the overall management of the Work and its effect on the level of effort demanded of the NCC and its representative; and
 - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI11, the NCC may reject any based on an unfavourable assessment of the:
- (a) adequacy of the tender price to permit the work to be carried out and, in the case of a tender providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - (c) Bidder's performance on other contracts.
- 5) If the NCC intends to reject a tender pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(b) of GI11, the NCC shall so inform the Bidder and provide the Bidder ten (10) days within which to make representation, prior to making a final decision on the tender rejection.
- 6) The NCC may waive informalities and minor irregularities in tenders received, if the NCC determines that the variation of the tender from the exact requirements set out in the Tender Documents can be corrected or waived without being prejudicial to other Bidders.

GI12 Procurement Business Number

- 1) Not applicable.

GI13 Bid Depository

- 1) If the solicitation advertisement states that a Bid Depository shall be used, the Bidder shall obtain bids in accordance with local Bid Depository rules and procedures.

GI14 Compliance with Applicable Laws

- 1) By submission of a tender, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the tender and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI14, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI14 shall result in the disqualification of the tender.

GI15 Approval of Alternative Materials

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the tender shall be based on use of the named materials. During the solicitation period,

alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least seven (7) calendar days, unless otherwise noted in the Tender documents, prior to the solicitation closing date. If the alternative materials are approved for the purposes of the tender, an addendum to the tender documents shall be issued.

GI16 Performance Evaluation

- 1) Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the NCC. The evaluation shall be based on the quality of workmanship, timeliness of completion of the work, project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely. Contractor Evaluation Report Form is enclosed at the end of this section.

BID BOND

Bond Number _____

Amount \$ _____

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.



**CONTRACTOR PERFORMANCE EVALUATION REPORT FORM
FORMULAIRE - RAPPORT D'ÉVALUATION DU RENDEMENT DE L'ENTREPRENEUR**

Date	Contract no. / No du contrat		
Description of work / Description des travaux			
Contractor's business name / Nom de l'entreprise de l'entrepreneur		Contractor's site superintendent / Contremaître de l'entrepreneur	
Contractor's business address / Adresse de l'entreprise de l'entrepreneur			
NCC representative / Représentant de la CCN			
Name / Nom	Telephone no. / N ^o . de téléphone	E-mail address / Adresse électronique	
Contract information / Information sur le contrat			
Contract award amount / Montant du marché adjugé		Contract award date / Date de l'adjudication du marché	
Final amount / Montant final		Actual contract completion date / Date réelle d'achèvement du contrat	
Number of change orders / Nombre d'ordres de changement		Final certificate date / Date du certificat final	
Quality of workmanship / Qualité des travaux exécutés			
<p>This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.</p> <p>Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Supérieur	17 – 20	
Time / Délai d'exécution			
<p>This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.</p> <p>Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Late / En retard	6 – 10	
	On time / À temps	11 – 16	
	Ahead of schedule / En avance sur le calendrier	17 – 20	
Project management / Gestion de projet			
<p>This is the rating of how the project, as described in the drawings and specifications, was managed including co-ordination, quality control, effective schedule development and implementation.</p> <p>Voici l'évaluation de la façon dont le projet décrit dans les documents contractuels a été géré, y compris la coordination, le contrôle de la qualité, l'élaboration d'un calendrier efficace et la mise en œuvre.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Supérieur	17 – 20	
Criteria not applicable / Critère non-applicable			<input type="checkbox"/> N/A / S/O
Contract management / Gestion de contrat			
<p>This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.</p> <p>Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie « prioritaire » des documents.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Satisfaisant	17 – 20	
Criteria not applicable / Critère non-applicable			<input type="checkbox"/> N/A / S/O
Health and safety / Santé et sécurité			
<p>This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial legislation or those otherwise applicable) were managed and administered.</p> <p>Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou dans tout autre document) ont été gérées et administrées.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Satisfaisant	17 – 20	
Total points / Pointage total			/100
Comments / Commentaires			
Name / Nom	Title / Titre	Signature	Date

INSTRUCTIONS AND ADDITIONAL INFORMATION (Contractor Performance Evaluation Report)
INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (Rapport d'évaluation du rendement de l'entrepreneur)

QUALITY OF WORKMANSHIP – QUALITÉ DES TRAVAUX EXÉCUTÉS

The NCC representative is to consider how the workmanship compares with:

- the norms in the area in which the work was carried out
- the contractor's compliance with any quality provisions outlined in the drawings and specification
- the quality of workmanship provided by other contractors on similar projects in the same facility/facilities

Le représentant de la CCN doit évaluer la qualité de l'exécution en fonction de ce qui suit :

- le respect des normes s'appliquant aux travaux réalisés
- la conformité de l'entrepreneur aux exigences de qualité comprises dans les dessins et dans les devis
- la qualité de l'exécution des travaux accomplis par d'autres entrepreneurs dans le cadre de projets similaires réalisés dans la même installation ou dans des installations semblables.

TIME / DÉLAIS D'EXÉCUTION

For the purpose of evaluation the contractor's time performance, consideration must be given to conditions beyond the contractor's control including NCC / Consultant / Client performance.

Afin d'évaluer le rendement de l'entrepreneur en matière de délai d'exécution, on doit prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, y compris le rendement de la CCN, de l'expert-conseil et du client.

Consider conditions beyond the contractor's control, e.g.,

Prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, par exemple :

- availability of, and access to the site
- changes in soil or site conditions
- weather extremes
- strikes
- material / equipment supply problems originating from manufacturers/suppliers
- quality of plans and specifications
- major change(s) in scope
- cumulative effect of changes
- was the NCC able to meet its obligations?
- timely decisions, clarifications, approvals, payments in due time
- delays caused by other contractors in the same facility

- disponibilité du chantier et accès au chantier
- modifications des conditions du sol ou du chantier
- température
- grèves
- problèmes d'approvisionnement en matériel et en équipement provenant des manufacturiers/fournisseurs
- qualité des plan et devis
- modifications importantes à l'étendue des travaux
- effets cumulatifs des modifications
- la CCN a-t-elle été capable de remplir ses obligations?
- décisions, clarifications, approbations, paiements en temps opportun
- les retards occasionnés par d'autres entrepreneurs travaillant dans la même installation.

The NCC representative's estimate of a reasonable maximum time allowance resulting from conditions beyond the contractor's control is

L'estimation, par le représentant de la CCN, du temps maximum alloué pour les conditions indépendantes de la volonté de l'entrepreneur est



The period of delay attributable to the contractor is

La période de retard attribuable à l'entrepreneur est



Did the contractor make an effective effort / Est-ce que l'entrepreneur s'est efforcé :

- to meet the schedule / de respecter l'échéancier des travaux
- to clean up deficiencies in a reasonable time / de corriger les vices dans un délai raisonnable

▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non
▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non

Have you recommended assessments and damages for late completion under the contract?
 Avez-vous recommandé des dédommagements pour retard d'exécution aux termes du marché?

▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non
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PROJECT MANAGEMENT / GESTION DU PROJET

The extent to which the contractor takes charge of and effectively manages the work has a direct effect on the inputs required of the NCC.

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de la CCN.

Consideration should be given to: Did the contractor

Il faut examiner si l'entrepreneur a :

- employ a knowledgeable site superintendent
- required additional input from the NCC staff above that which is normal for a project of similar size and nature
- promptly commence the work
- provide realistic schedules and updates in accordance with the terms of the contract
- provide a comprehensive work plan and adhere to its milestones
- order material promptly and in such a way as to expedite the progress of the work
- provide shop drawings promptly and were they of sufficient detail

- fait appel aux services d'un surintendant de chantier expérimenté
- demandé au personnel de la CCN une plus grande contribution que ce qui est normal pour un projet de cette importance et de cette nature
- commencé les travaux dans les plus brefs délais
- fourni un calendrier réaliste et des mises à jour conformément aux modalités du contrat
- présenté un plan de travail complet et a respecté les échéances
- commandé le matériel rapidement et de façon à accélérer l'avancement des travaux.
- fourni rapidement des dessins d'atelier comprenant suffisamment de détails

PROJECT MANAGEMENT (cont'd) / GESTION DU PROJET (suite)

- effectively manage and complete all Division 1 work site activities
 - promptly provide reasonable quotations for changes to the original scope of work
 - cooperate when issued directions by the NCC representative
 - interpret the contract documents accurately
 - establish effective quality control procedures
 - effectively coordinate and manage the work of its subcontractors
 - promptly correct defective work as the project progressed
 - promptly clean-up all deficiencies and incomplete work after issuance of the Interim Certificate of Completion
 - satisfactorily clean the work site periodically and at the completion of the project
- g r  et achev  efficacement toutes les activit s sur le chantier de la Division 1
 - propos  rapidement des prix raisonnables pour les modifications   l' nonc  des travaux initial
 - accept  les directives du repr sentant de la CCN
 - interpr t  les documents contractuels avec exactitude
 - mis en place des proc dures de contr le de la qualit  efficaces
 - coordonn  et g r  efficacement les travaux confi s   des sous-traitants
 - corrig  promptement le travail d fectueux en cours de projet
 - corrig  rapidement les travaux non acceptables et termin  les travaux incomplets apr s r ception du certificat provisoire d'ach vement
 - nettoy  de fa on satisfaisante le chantier p riodiquement ainsi qu'  la fin du projet.

CONTRACT MANAGEMENT / GESTION DU CONTRAT

The effectiveness of the contractor to administer the contract in accordance with the provisions expressed in the "front end" portion of the contract documents.

Consideration should be given to: Did the contractor

- in the time frame specified, provide its contract security, Insurance Certificate fully executed and WSIB form where applicable
- submit progress claims in the correct format, accurately representing the work successfully completed and material delivered to the site but not yet installed for each payment period
- submit a Statutory Declaration correctly completed with each progress claim
- submit an updated Schedule if so specified
- pay subcontractors and suppliers in a timely fashion in accordance with the terms and conditions of its subcontracts
- promptly appoint a competent site superintendent
- notify the NCC representative of all its subcontracting activities
- apply for, obtain and pay for all necessary permits, licenses and certificates
- cooperate with other contractors sent onto the site of the work
- remove a superintendent or unsuitable worker when requested by the NCC representative to do so
- effectively protect the work and the contract documents provided by the NCC
- comply with all warranty provisions up to the date of the Contractor Performance Evaluation Report Form (CPERF)
- effectively manage the site during a suspension or termination of the work to mitigate any additional costs to the NCC
- deal promptly with any claims from creditors
- maintain complete records of the project
- provide information promptly when requested to do so
- expedite and co-operate in the settlement of all disputes

Efficacit  avec laquelle l'entrepreneur a administr  le contrat conform ment aux dispositions continues dans la partie « prioritaire » des documents contractuels.

Il faut examiner si l'entrepreneur a :

- fourni, dans le d lai prescrit, une garantie contractuelle, un certificat d'assurance d ment sign s et le formulaire de la CSST, le cas  ch ant
- pr sent  des r clamations p riodiques dans le bon format, en d crivant avec pr cision les travaux ex cut s et le mat riel livr  sur le chantier mais non encore install , pour chaque p riode de paiement
- pr sent  une d claration solennelle correctement remplie avec chaque r clamation p riodique
- fourni un calendrier   jour, sur demande
- pay  rapidement les sous-traitants et les fournisseurs conform ment aux conditions des contrats de sous-traitance
- d sign  dans les plus brefs d lais un surintendant de chantier qualifi 
- tenu au courant le repr sentant de la CCN de toutes les activit s de sous-traitance
- demand , obtenu et pay  tous les permis, licences et certificats n cessaires
- collabor  avec les autres entrepreneurs envoy s sur le lieu des travaux
- remplac  un surintendant ou un travailleur inapte   la demande du repr sentant de la CCN
- prot g  efficacement les travaux et les documents relativement aux travaux et au contrat fournis par la CCN
- respect  toutes les dispositions de garantie jusqu'  la date du Formulaire Rapport d' valuation du rendement de l'entrepreneur (FRERE)
- g r  efficacement le chantier pendant une suspension des travaux ou lors de leur ach vement, afin de limiter tout c t  suppl mentaire pour la CCN
- trait  dans les plus brefs d lais les demandes de paiement des cr anciers
- tenu des dossiers complets sur le projet
- fourni promptement les renseignements demand s
- acc l re et coop re dans le r glement des diff rends

HEALTH AND SAFETY / SANTÉ ET SÉCURITÉ

The effectiveness to which the contractor managed and administered the occupational health and safety provisions as stipulated in the contract documents and those required by provincial legislation or those that would otherwise be applicable to the site of the work.

Consideration should be given to: Did the contractor

- provide the NCC with a copy of its health and safety program prior to award of contract
- provide the NCC with a copy of its site specific hazardous assessment prior to award of contract
- apply for and obtain the provincial Notice of Project prior to commencement of the work
- apply for and obtain the Building Permit prior to commencement of the work
- provide a competent superintendent who
 - is qualified in health and safety matters because of her/his knowledge, training and experience
 - is familiar with the OH&S Act and its Regulations that apply to the site of the work
 - remedies any potential or actual danger of health and safety to those employed at the work site
- respond in a timely manner to any non-compliance safety issues noted by the NCC or a representative of the authority having jurisdiction
- implement its safety program in a proactive manner

Efficacité avec laquelle l'entrepreneur a géré et administré les dispositions relatives à la santé et à la sécurité au travail telles que stipulées dans les documents contractuels et dans les règlements provinciaux ou ceux s'appliquant normalement au lieu des travaux.

Il faut examiner si l'entrepreneur a :

- fourni à la CCN une copie de son programme en matière de santé et de sécurité avant l'octroi du contrat
- fourni à la CCN une copie de son évaluation des dangers pouvant survenir sur les lieux avant l'octroi du contrat
- demandé et obtenu l'avis de projet provincial avant le début des travaux
- demandé et obtenu le permis de construction avant le début des travaux
- engagé un surintendant qui :
 - est qualifié en matière de santé et de sécurité de par ses connaissances, sa formation et son expérience
 - connaît bien les dispositions de la Loi sur la santé et la sécurité au travail et de son règlement qui s'applique sur le lieu des travaux
 - remédie à tout danger possible ou réel en matière de santé et de sécurité pouvant toucher toutes les personnes travaillant sur le lieu des travaux
- traité rapidement tous les problèmes de non-conformité à la sécurité relevés par la CCN ou par un représentant de l'autorité qui a juridiction
- mis en œuvre son programme de sécurité de façon proactive

- GC1.1 INTERPRETATION
 - GC1.1.1 Headings and References
 - GC1.1.2 Terminology
 - GC1.1.3 Application of Certain Provisions
 - GC1.1.4 Substantial Performance
 - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
 - GC1.2.1 General
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- GC1.10 NATIONAL SECURITY
- GC1.11 UNSUITABLE WORKERS
- GC1.12 PUBLIC CEREMONIES AND SIGNS
- GC1.13 CONFLICT OF INTEREST
- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS

GC1.1 INTERPRETATION

GC1.1.1 Headings and References

- 1) The headings in the contract documents, other than those in the drawings and specifications, form no part of the Contract but are inserted for convenience of reference only.
- 2) A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
- 3) A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

GC1.1.2 Terminology

- 1) In the Contract

"Contract" means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Contract Amount" means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract;

"Contract Security" means any security given by the Contractor to the NCC in accordance with the Contract;

"Contractor" means the person contracting with the NCC to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to the NCC;

"Certificate of Completion" means a certificate issued by the NCC when the Work reaches Completion;

"Certificate of Measurement" means a certificate issued by the NCC certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance" means a certificate issued by the NCC when the Work reaches Substantial Performance;

"NCC Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the NCC Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the NCC Representative to the Contractor;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"NCC" means the National Capital Commission;

"Person" also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

"Plant" includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

"Security screening" is a generic term that applies to all types and levels of personnel security screening including Reliability Status, Site Access, and CONFIDENTIAL, SECRET and TOP SECRET security clearances conducted by the NCC;

"Sensitive Information and Assets" means information or assets that have been identified by the NCC as TOP SECRET, SECRET, CONFIDENTIAL or protected;

"Subcontractor" means a person having a direct contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the Contract that amends or supplements the General Conditions;

"Supplier" means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Unit Price Table" means the table of prices per unit set out in the Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

"Working Day" means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

GC1.1.3 Application of Certain Provisions

- 1) Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
- 2) Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

GC1.1.4 Substantial Performance

- 1) The Work shall be considered to have reached Substantial Performance when:
 - (a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of the NCC, ready for use by the NCC or is being used for the intended purposes; and
 - (b) the Work is, in the opinion of the NCC, capable of completion or correction at a cost of not more than
 - (i) 3% of the first \$500,000;
 - (ii) 2% of the next \$500,000; and
 - (iii) 1% of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and:
 - (a) the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the Contractor; or
 - (b) the NCC and the Contractor agree not to complete a part of the Work within the specified time;

the cost of that part of the Work that was either beyond the control of the Contractor to complete or the NCC and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1)(b) of GC1.1.4, and the said cost shall not form part of the cost of the Work remaining to be done in determining Substantial Performance.

GC1.1.5 Completion

- 1) The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of the NCC.

GC1.2 CONTRACT DOCUMENTS**GC1.2.1 General**

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between the NCC and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

GC1.2.2 Order of Precedence

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - (a) any amendment or variation of the contract documents that is made in accordance with the General Conditions;
 - (b) any amendment issued prior to tender closing;
 - (c) Supplementary Conditions;
 - (d) General Conditions;
 - (e) the duly completed Invitation to Tender and Acceptance Form when accepted;
 - (f) drawings and specifications.

later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the drawings and specifications, the following rules shall apply:
 - (a) specifications shall govern over drawings;
 - (b) dimensions shown in figures on a drawings shall govern where they differ from dimensions scaled from the same drawing; and
 - (c) drawings of larger scale govern over those of smaller scale.

GC1.2.3 Security and Protection of Documents and Work

- 1) The Contractor shall guard and protect all sensitive contract information (TOP SECRET, SECRET, CONFIDENTIAL and PROTECTED) including printed and digital documents, drawings, information, models, copies thereof and processing systems, whether supplied by the NCC or the Contractor, against loss or compromise and damage from any cause.
- 2) The Contractor shall limit access to sensitive NCC information only to those with a “need-to-know” and who have been successfully security screened to at least the level of sensitivity of the information.
- 3) The Contractor shall ensure all contract information indicated in paragraph 1) is guarded and protected by any subcontractors, agents or suppliers and access limited only to those with a “need-to-know” and who have been successfully security screened to at least the level of sensitivity of the information.
- 4) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the NCC in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of the NCC, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that:
 - (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than the NCC, except any source that is known to the Contractor to be under an obligation to the NCC not to disclose the information.
- 5) When the Contract, the Work, or any information referred to in paragraph 4) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by the NCC, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by the NCC.
- 6) Without limiting the generality of paragraphs 4) and 5) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 4) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by the NCC, the NCC shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by the NCC dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability status, site access security clearances and other procedures.
- 7) The Contractor shall report any suspected or actual security incidents immediately to the NCC involving loss, compromise or damage of NCC information or assets.
- 8) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by the NCC to the Contractor, and shall be liable to the NCC for any loss or damage from any causes.

GC1.3 STATUS OF THE CONTRACTOR

- 1) The Contractor is engaged under the Contract as an independent contractor.
- 2) The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of the NCC.
- 3) For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

GC1.4 RIGHTS AND REMEDIES

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC1.5 TIME OF THE ESSENCE

- 1) Time is of the essence of the Contract.

GC1.6 INDEMNIFICATION BY CONTRACTOR

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against the NCC charging or claiming that the Work or any part thereof provided or furnished by the Contractor to the NCC infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 2) The Contractor shall indemnify and save the NCC harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC1.7 INDEMNIFICATION BY THE NCC

- 1) Subject to the Crown Liability and Proceedings Act, the Patent Act, and any other law that affects the NCC's rights, powers, privileges or obligations, the NCC shall indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to:
 - (a) a lack of or a defect in the NCC's title to the Work site if owned by the NCC, whether real or alleged; or
 - (b) an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by the NCC to the Contractor.

GC1.8 LAWS, PERMITS AND TAXES

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than the NCC. The Contractor shall furnish evidence of compliance with such laws and regulations to the NCC at such times as the NCC may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than the NCC.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify the NCC of the amount properly tendered and whether or not the municipal authority has accepted that amount.
- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to the NCC within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not the NCC.
- 7) Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide the NCC with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of the NCC after the time of purchase in accordance with GC3.10 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC, the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.

GC1.9 WORKERS' COMPENSATION

- 1) Prior to award of contract, 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, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.

- 2) At any time during the term of the Contract, when requested by the NCC, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

GC1.10 NATIONAL SECURITY

- 1) If the NCC determines that the Work is of a class or kind that involves national security, the NCC may order the Contractor to:
 - (a) provide the NCC with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
 - (b) remove any person from the site of the Work if, in the opinion of the NCC, that person may be a risk to the national security;and the Contractor shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

GC1.11 UNSUITABLE WORKERS

- 1) The NCC shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the NCC, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

GC1.12 PUBLIC CEREMONIES AND SIGNS

- 1) The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of the NCC.
- 2) The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the NCC.

GC1.13 CONFLICT OF INTEREST

- 1) It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

GC1.14 AGREEMENTS AND AMENDMENTS

- 1) The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either

party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.

- 3) The Contract may be amended only as provided for in the Contract.

GC1.15 SUCCESSION

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16 ASSIGNMENT, permitted assigns.

GC1.16 ASSIGNMENT

- 1) The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of the NCC.

GC1.17 NO BRIBE

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of the NCC or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC1.18 CERTIFICATION - CONTINGENCY FEES

- 1) In this clause:
 - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
 - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
 - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyists Registration Act R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the NCC may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

GC1.19 INTERNATIONAL SANCTIONS

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

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

- 2) It is a condition of the Contract that the Contractor not supply to the NCC any goods or services which are subject to economic sanctions.
- 3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

- GC2.1 NCC REPRESENTATIVE'S AUTHORITY
- GC2.2 INTERPRETATION OF CONTRACT
- GC2.3 NOTICES
- GC2.4 SITE MEETINGS
- GC2.5 REVIEW AND INSPECTION OF WORK
- GC2.6 SUPERINTENDENT
- GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR
- GC2.8 ACCOUNTS AND AUDITS

GC2.1 NCC REPRESENTATIVE'S AUTHORITY

- 1) The NCC shall designate an NCC Representative and shall notify the Contractor of the name, address and telephone number of the NCC Representative.
- 2) The NCC Representative shall perform the NCC's duties and functions under the contract.
- 3) The NCC Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of the NCC any notice, order or other communication from the contractor relating to the Work.
- 4) The NCC Representative shall, within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.

GC2.2 INTERPRETATION OF CONTRACT

- 1) If, at any time before the NCC has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about:
 - (a) the meaning of anything in the drawings and specifications;
 - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
 - (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
 - (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
 - (e) what quantity of any of the Work has been completed by the Contractor; or
 - (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8 DISPUTE RESOLUTION, by the NCC.

- 2) The Contractor shall perform the Work in accordance with any decisions of the NCC that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by the NCC.

- 3) If the Contractor fails to comply with any instruction or direction issued by the NCC pursuant to the Contract, the NCC may employ such methods as the NCC deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay the NCC an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by the NCC by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by the NCC in doing what the Contractor failed to do.

GC2.3 NOTICES

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 2) Any notice, order or other communication given in writing in accordance with paragraph 1) of GC2.3 shall be deemed to have been received by either party:
 - (a) if delivered personally, on the day that it was delivered;
 - (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 3) A notice given under GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS, GC7.2 SUSPENSION OF WORK, and GC7.3 TERMINATION OF CONTRACT shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC2.4 SITE MEETINGS

- 1) In consultation with the NCC, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

GC2.5 REVIEW AND INSPECTION OF WORK

- 1) The NCC shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. The NCC shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) The NCC shall reject Work or Material which in the NCC's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay the NCC, on demand, all reasonable costs and expenses that were incurred by the NCC in having the examination performed.
- 3) The Contractor shall provide the NCC with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by the NCC and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, the NCC shall be given access to such Work whenever it is in progress.

- 4) The Contractor shall furnish the NCC with such information respecting the performance of the Contract as the NCC may require, and render every possible assistance to enable the NCC to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by the NCC's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give the NCC reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give the NCC reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by the NCC, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

GC2.6 SUPERINTENDENT

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify the NCC of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
- 3) Upon request of the NCC, the Contractor shall remove any Superintendent who, in the opinion of the NCC, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to the NCC.
- 4) The Contractor shall not substitute a Superintendent without the written consent of the NCC. If a Superintendent is substituted without such consent, the NCC shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to the NCC has been substituted.

GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
- 2) Without restricting the provisions of paragraph 3) of GC2.6, SUPERINTENDENT, the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because:
 - (a) of that person's race, national origin, colour, religion, age, sex or marital status;
 - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
 - (c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with subparagraphs 2)(a) and 2)(b) of GC2.7.

- 3) Within two Working Days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall:
 - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - (b) forward a copy of the complaint to the NCC by registered mail or courier service; and
 - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as described in the Labour Conditions ("HRSDC - Labour" means the labour component of the federal Department of Human Resources and Skills Development).
- 4) Within twenty four (24) hours immediately following receipt of a direction from the NCC to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom the NCC believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than thirty (30) days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, the NCC may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9 RIGHT OF SETOFF, whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, the NCC shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by the NCC as a result.
- 8) The NCC may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of:
 - (a) a written award issued pursuant to the federal Commercial Arbitration Act, R.S.C. 1985, c. 17 (2nd Supp.);
 - (b) a written award issued pursuant to the Canadian Human Rights Act, R.S.C. 1985, c. H-6;
 - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
 - (d) a judgement issued by a court of competent jurisdiction.
- 9) If the NCC is of the opinion that the Contractor has breached any of the provisions of this clause, the NCC may take the Work out of the Contractor's hands pursuant to GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS.
- 10) Subject to paragraph 7) of GC3.6 SUBCONTRACTING, the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.8 ACCOUNTS AND AUDITS

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4 EXECUTION OF THE WORK, maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by the NCC or by persons designated to act on behalf of the NCC.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as the NCC may direct.
- 4) The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

- GC3.1 PROGRESS SCHEDULE
- GC3.2 ERRORS AND OMISSIONS
- GC3.3 CONSTRUCTION SAFETY
- GC3.4 EXECUTION OF THE WORK
- GC3.5 MATERIAL
- GC3.6 SUBCONTRACTING
- GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS
- GC3.8 LABOUR
- GC3.9 TRUCK HAULAGE RATES **(CANCELLED)**
- GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC
- GC3.11 DEFECTIVE WORK
- GC3.12 CLEANUP OF SITE
- GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

GC3.1 PROGRESS SCHEDULE

- 1) The Contractor shall:
 - (a) prepare and submit to the NCC, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
 - (b) monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
 - (c) advise the NCC of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by the NCC; and
 - (d) prepare and submit to the NCC, at the time of issuance of an Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to the NCC for the completion of any unfinished Work and the correction of all listed defects.

GC3.2 ERRORS AND OMISSIONS

- 1) The Contractor shall report promptly to the NCC any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to the NCC for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of the NCC that the Contractor did not discover.

GC3.3 CONSTRUCTION SAFETY

- 1) Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either, stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 EXECUTION OF THE WORK

- 1) The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 2) The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1 PROGRESS SCHEDULE and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
- 3) Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.
- 4) When requested in writing by the NCC, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time the NCC considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
- 5) The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to the NCC.
- 7) Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

GC3.5 MATERIAL

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to the NCC to substitute a similar item for the one specified.
- 3) If the NCC agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, the NCC may approve the substitution, subject to the following:
 - (a) the request for substitution shall be made in writing to the NCC and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by the NCC;
 - (b) the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;

- (c) substitution of Material shall be permitted only with the prior written approval of the NCC, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to the NCC; and
- (d) the Contractor shall be responsible for all additional expenses incurred by the NCC, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

GC3.6 SUBCONTRACTING

- 1) Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
- 2) The Contractor shall notify the NCC in writing of the Contractor's intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
- 4) The NCC may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by the NCC of a notification referred to in paragraph 2) of GC3.6.
- 5) If the NCC objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
- 6) The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of the NCC.
- 7) The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
- 8) Neither a subcontracting nor the NCC's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon the NCC.

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) The NCC reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
- 2) When other contractors or workers are sent on to the site of the Work, the NCC shall:
 - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
 - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall:
 - (a) co-operate with them in the carrying out of their duties and obligations;

- (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
 - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to the NCC in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against the NCC by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - (e) when designated as being responsible for construction safety at the place for work, in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor:
- (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
 - (b) gives the NCC written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site,

the NCC shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

GC3.8 LABOUR

- 1) The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work shall not employ, on the site of the Work, anyone not skilled in the tasks assigned.

GC3.9 TRUCK HAULAGE RATES

CANCELLED

GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of the NCC for the purposes of the Work and they shall continue to be the property of the NCC:
- (a) in the case of Material, until the NCC indicates that the Materials shall not be required for the Work; and
 - (b) in the case of Plant, real property, licences, powers and privileges, until the NCC indicates that the interest vested in the NCC therein is no longer required for the purposes of the Work.
- 2) Material or Plant, that is the property of the NCC by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of the NCC.

- 3) The NCC is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of the NCC.

GC3.11 DEFECTIVE WORK

- 1) The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
- 2) The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
- 3) If, in the opinion of the NCC, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, the NCC may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract documents.
- 4) The failure of the NCC to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

GC3.12 CLEANUP OF SITE

- 1) The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
- 2) Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by the NCC.
- 3) Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
- 4) The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by the NCC's servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.

GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense:
 - (a) rectify and make good any defect or fault that appears in the Work or comes to the attention of the NCC with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
 - (b) rectify and make good any defect or fault that appears in or comes to the attention of the NCC in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion;
 - (c) transfer and assign, to the NCC, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to

herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of the NCC;

- (d) provide, to the NCC prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
- 2) The NCC may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3 NOTICES.

- GC4.1 PROTECTION OF WORK AND PROPERTY
- GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS
- GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE NCC
- GC4.4 CONTAMINATED SITE CONDITIONS

GC4.1 PROTECTION OF WORK AND PROPERTY

- 1) The Contractor shall protect the Work and its site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by the NCC to the Contractor.
- 2) The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the NCC to inspect or to take security measures in respect of the Work and its site.
- 3) The NCC may direct the Contractor to do such things and to perform such work as the NCC considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

- 1) The Contractor shall do whatever is necessary to ensure that:
 - (a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
 - (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
 - (c) fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
 - (d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
 - (e) adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
 - (f) adequate sanitation measures are taken in respect of the Work and its site; and
 - (g) all stakes, buoys and marks placed on the Work or its site by the NCC are protected and are not removed, defaced, altered nor destroyed.
- 2) The NCC may direct the Contractor to do such things and to perform such work as the NCC considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of the NCC.

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE NCC

- 1) Subject to paragraph 2) of GC4.3, the Contractor is liable to the NCC for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by the NCC for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.

- 2) The Contractor is not liable to the NCC for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 3) The Contractor shall not use any Material, Plant or real property supplied by the NCC except for the purpose of performing the Contract.
- 4) When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, the NCC may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to the NCC for the cost thereof and shall, on demand, pay to the NCC an amount equal to that cost.
- 5) The Contractor shall keep records of all Material, Plant and real property supplied by the NCC as the NCC requires and shall satisfy the NCC, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

GC4.4 CONTAMINATED SITE CONDITIONS

- 1) For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 2) If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall:
 - (a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - (b) immediately notify the NCC of the circumstances in writing; and
 - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification from the Contractor, the NCC shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of the NCC's determination.
- 4) If the Contractor's services are required by the NCC, the Contractor shall follow the direction of the NCC with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
- 5) The NCC, at the NCC's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE shall apply to any additional work made necessary because of a contaminated site condition.

- GC5.1 INTERPRETATION
- GC5.2 AMOUNT PAYABLE
- GC5.3 INCREASED OR DECREASED COSTS
- GC5.4 PROGRESS PAYMENT
- GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK
- GC5.6 FINAL COMPLETION
- GC5.7 PAYMENT NOT BINDING ON THE NCC
- GC5.8 CLAIMS AND OBLIGATIONS
- GC5.9 RIGHT OF SETOFF
- GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION
- GC5.11 DELAY IN MAKING PAYMENT
- GC5.12 INTEREST ON SETTLED CLAIMS
- GC5.13 RETURN OF SECURITY DEPOSIT

GC5.1 INTERPRETATION

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as may be agreed between the Contractor and the NCC.
- 2) An amount is "due and payable" when it is due and payable by the NCC to the Contractor according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK or GC5.6 FINAL COMPLETION.
- 3) An amount is overdue when it remains unpaid on the first day following the day upon which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the NCC.
- 5) The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Ottawa Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

GC5.2 AMOUNT PAYABLE

- 1) Subject to any other provisions of the Contract, the NCC shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by the NCC to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to the NCC, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
- 2) When making any payment to the Contractor, the failure of the NCC to deduct an amount payable to the NCC by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.
- 3) No payment other than a payment that is expressly stipulated in the Contract, shall be made by the NCC to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

GC5.3 INCREASED OR DECREASED COSTS

- 1) The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs:
 - (a) after the date of submission by the Contractor of its tender; or
 - (b) after the date of submission of the last revision, if the Contractor's tender was revised,
 the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by the NCC of the relevant records of the Contractor referred to in GC2.8 ACCOUNTS AND AUDITS to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.4 PROGRESS PAYMENT

- 1) On the expiration of a payment period, the Contractor shall deliver to the NCC:
 - (a) a written progress claim in a form acceptable to the NCC that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period: and
 - (b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, the NCC shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of the NCC:
 - (a) is in accordance with the Contract; and
 - (b) was not included in any other progress report relating to the Contract.

- 3) Subject to GC5.2 AMOUNT PAYABLE, and paragraph 5) of GC5.4, the NCC shall pay the Contractor an amount that is equal to:
 - (a) 95% of the value that is indicated in the NCC's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - (b) 90% of the value that is indicated in the NCC's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, the NCC shall pay the Contractor an amount that is equal to 90% of the value that is indicated in the NCC's progress report
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to the NCC's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim and has provided evidence of compliance with workers' compensation legislation applicable to the place of the Work in accordance with GC1.9 WORKERS' COMPENSATION.

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 1) If, at any time before the issuance of a Certificate of Completion, the NCC determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, the NCC shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe:
 - (a) the date of Substantial Performance;
 - (b) the parts of the Work not completed to the satisfaction of the NCC; and
 - (c) all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK commences for the said parts and all the said things.
- 2) The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11 DEFECTIVE WORK.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, the NCC shall pay the Contractor the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE, less the aggregate of:
 - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
 - (b) an amount that is equal to the NCC's estimate of the cost to the NCC of rectifying defects described in the Certificate of Substantial Performance; and
 - (c) an amount that is equal to the NCC's estimate of the cost to the NCC of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
- 4) The NCC shall pay the amount referred to in paragraph 3) of GC5.5 not later than:
 - (a) 30 days after the date of issue of a Certificate of Substantial Performance, or
 - (b) 15 days after the Contractor has delivered to the NCC:

- (i) a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES;
- (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION; and
- (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE;

whichever is later.

GC5.6 FINAL COMPLETION

- 1) When the NCC is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, the NCC shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, the NCC shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between the NCC and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, the NCC shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) The NCC shall pay the amount referred to in paragraph 2) of GC5.6 not later than:
 - (a) 60 days after the date of issue of a Certificate of Completion; or
 - (b) 15 days after the Contractor has delivered to the NCC:
 - (i) a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION;

whichever is later.

GC5.7 PAYMENT NOT BINDING ON NCC

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by the NCC under the Contract, nor partial or entire use or occupancy of the Work by the NCC shall constitute an acceptance by the NCC of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

GC5.8 CLAIMS AND OBLIGATIONS

- 1) The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires the NCC to pay the Contractor.

- 2) Whenever requested to do so by the NCC, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, the NCC may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of the NCC's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by:
 - (a) a court of legal jurisdiction;
 - (b) an arbitrator duly appointed to arbitrate the claim; or
 - (c) the written consent of the Contractor authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than the NCC:
 - (a) such amount as may be paid by the NCC pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;
 - (b) a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
 - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and the NCC shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations:
 - (a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by the NCC in writing before final payment is made to the Contractor pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant:

- (i) should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
 - (ii) performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
 - (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by the NCC.
- 8) Upon receipt of a notice of claim, the NCC may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
 - 9) The NCC shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of the NCC to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with the NCC, security in a form acceptable to the NCC in an amount equal to the value of the claim, and upon receipt of such security the NCC shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.9 RIGHT OF SETOFF

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, the NCC may set off any amount payable to the NCC by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between the NCC and the Contractor:
 - (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
 - (b) in respect of which the NCC has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 1) For the purposes of this clause:
 - (a) the Work shall be deemed to be completed on the date of the Certificate of Completion; and
 - (b) the "period of delay" means the number of days commencing on the day fixed for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5 DELAYS AND EXTENSION OF TIME and any other day on which, in the opinion of the NCC, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 2) If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay the NCC an amount equal to the aggregate of:
 - (a) all salaries, wages and travelling expenses incurred by the NCC in respect of persons overseeing the performance of the Work during the period of delay;

- (b) the cost incurred by the NCC as a result of the inability to use the completed Work for the period of delay; and
 - (c) all other expenses and damages incurred or sustained by the NCC during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 3) The NCC may waive the right of the NCC to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of the NCC, it is in the public interest to do so.

GC5.11 DELAY IN MAKING PAYMENT

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by the NCC in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by the NCC.
- 2) Subject to paragraph 3) of GC5.11, the NCC shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 3) Interest shall be paid, on demand by the Contractor, except that:
- (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days; and
 - (b) interest shall not be payable or paid on overdue advance payments, if any.

GC5.12 INTEREST ON SETTLED CLAIMS

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between the NCC and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by the NCC and the Contractor setting out the amount of the claim to be paid by the NCC and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
- 4) The NCC shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.13 RETURN OF SECURITY DEPOSIT

- 1) After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, the NCC shall return to the Contractor all or any part of a Security Deposit that, in the opinion of the NCC, is not required for the purposes of the Contract.
- 2) After a Certificate of Completion has been issued, the NCC shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 3) If the security deposit was paid to the NCC, the NCC shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the Financial Administration Act.

- GC6.1 CHANGES IN THE WORK
- GC6.2 CHANGES IN SUBSURFACE CONDITIONS
- GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST
- GC6.4 DETERMINATION OF PRICE
 - GC6.4.1 Price Determination Prior to Undertaking Changes
 - GC6.4.2 Price Determination Following Completion of Changes
 - GC6.4.3 Price Determination - Variations in Tendered Quantities
- GC6.5 DELAYS AND EXTENSION OF TIME
- GC6.6 ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1
 - GC6.6.1 General
 - GC6.6.2 Hourly Labour Rates
 - GC6.6.3 Material, Plant and Equipment Costs
 - GC6.6.4 Allowance to the Contractor or Subcontractor

GC6.1 CHANGES IN THE WORK

- 1) At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
- 4) If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

- 1) If, during the performance of the Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the tender documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as Canada requires.

- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 6) If, in the opinion of Canada, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the Work that is contained in the tender documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 7) If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST

- 1) For the purposes of this clause
 - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
 - (b) "archaeological remains" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
 - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
 - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing;
 - (b) immediately notify Canada of the circumstances in writing; and
 - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, Canada shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or work to be carried out, by the Contractor as a result of Canada's determination.
- 4) Canada may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the satisfaction

of Canada, allow them access and co-operate with them in the carrying out of their duties and obligations.

- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of Canada.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE and GC6.5 DELAYS AND EXTENSION OF TIME shall apply.

GC6.4 DETERMINATION OF PRICE**GC6.4.1 Price Determination Prior to Undertaking Changes**

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
 - (a) 20% of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
 - (b) 15% of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
 - (c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
 - (i) if the aggregate cost of the Work exceeds \$50,000; or
 - (ii) if the Contractor and Canada agree in writing.
- 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
- 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) of GC6.4.1.
- 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
- 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
- 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

GC6.4.2 Price Determination Following Completion of Changes

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of

- (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
 - (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10% of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
 - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12 INTEREST ON SETTLED CLAIMS;
- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
- (a) payments to Subcontractors and Suppliers;
 - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST / HST collection costs;
 - (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
 - (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

GC6.4.3 Price Determination - Variations in Tendered Quantities

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate an

amended price per unit for that portion of the item which exceeds 115% of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with

- (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115% of the tendered quantity.
- 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
- 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85% of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
- (a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - (b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- 5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
- (a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - (b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85% of the tendered quantity actually been performed or supplied.

GC6.5 DELAYS AND EXTENSION OF TIME

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.

- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

GC6.6 ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1

GC6.6.1 General

- 1) The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 4) of GC6.4.1 PRICE DETERMINATION PRIOR TO UNDERTAKING CHANGES. The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
- 2) It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to the NCC, including those of subcontractors, are fair and reasonable in view of the terms expressed herein.
- 3) The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.
- 4) Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and the NCC.
- 5) Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
- 6) Allowances referred to in section 04 below are not to be included in the hourly labour rates.
- 7) Credit for work deleted will only be for the work directly associated with the change.
- 8) When a change deletes work which has not yet been performed, the NCC is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted.
- 9) Allowances referred to in Section 04 below shall not be applied to any credit amounts for deleted work.
- 10) In those cases where the change involves additions and deletions to the work, the allowances referred to in section 04 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.

- 11) If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

GC6.6.2 Hourly Labour Rates

- 1) The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
- (a) the base rate of pay;
 - (b) vacation pay;
 - (c) benefits which includes:
 - (i) welfare contributions;
 - (ii) pension contributions;
 - (iii) union dues;
 - (iv) training and industry funds contributions; and
 - (v) other applicable benefits, if any, that can be substantiated by the Contractor.
 - (d) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - (i) Employment Insurance contributions;
 - (ii) Canada Pension Plan or Québec Pension Plan contributions;
 - (ii) Worker's Compensation Board or Commission de la santé et de la sécurité du travail premiums;
 - (iv) Public Liability and Property Damage insurance premiums; and
 - (v) health tax premiums.
- 2) In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.

GC6.6.3 Material, Plant and Equipment Costs

- 1) The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.

GC6.6.4 Allowance to the Contractor or Subcontractor

- 1) The allowances determined in accordance with paragraph 1) of GC6.4.1 PRICE DETERMINATION PRIOR TO UNDERTAKING CHANGES shall be considered as full compensation for:
- (a) supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and

- (b) miscellaneous additional costs related to:
 - (i) the purchase or rental of material, plant and equipment;
 - (ii) the purchase of small tools and supplies;
 - (iii) safety and protection measures; and
 - (iv) permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

- GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS
- GC7.2 SUSPENSION OF WORK
- GC7.3 TERMINATION OF CONTRACT
- GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 1) By giving notice in writing to the Contractor in accordance with GC2.3 NOTICES, the NCC, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as the NCC sees fit to have the Work completed if the Contractor:
 - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of the NCC within six days of the NCC giving notice to the Contractor in writing in accordance with GC2.3 NOTICES;
 - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
 - (d) abandons the work;
 - (e) makes an assignment of the Contract without the consent required by GC1.16 ASSIGNMENT;
or
 - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay the NCC, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by the NCC in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by the NCC, the NCC may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by the NCC that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating the NCC for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of the NCC without compensation.
- 6) When the NCC certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of the NCC to retain that Plant, Material, or interest, it shall revert to the Contractor.

- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Contractor shall immediately forward a copy of the proposal or the notice of intention to the NCC.

GC7.2 SUSPENSION OF WORK

- 1) When, in the NCC's opinion, it is in the public interest to do so, the NCC may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that the NCC determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of the NCC.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 5) If a period of suspension is more than 60 days, the NCC and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by the NCC and the Contractor. If the NCC and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3 TERMINATION OF CONTRACT.

GC7.3 TERMINATION OF CONTRACT

- 1) The NCC may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, the NCC shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4 DETERMINATION OF PRICE less the aggregate of all amounts that were paid to the Contractor by the NCC and all amounts that are due to the NCC from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by the NCC to the Contractor exceed the amount, calculated in accordance with GC5 TERMS OF PAYMENT, that would have been payable to the Contractor had the Contractor completed the Work.
- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, the NCC may convert a security deposit to the NCC's own use.

- 2) If the NCC converts a security deposit, the amount realized shall be deemed to be an amount due from the NCC to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of the NCC and others shall be paid by the NCC to the Contractor if, in the opinion of the NCC, it is not required for the purposes of the Contract.

- 1) The Contractor may, within 10 days after the communication to the Contractor of any decision or direction referred to in GC6.1 CHANGES IN THE WORK and GC2.2 INTERPRETATION OF CONTRACT, protest that decision or direction.
- 2) A protest referred to in paragraph 1) of GC8 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to the NCC.
- 3) If the Contractor gives a protest pursuant to paragraph 2) of GC8, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances.
- 4) The giving of a protest by the Contractor pursuant to paragraph 2) of GC8 shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest.
- 5) Subject to paragraph 6) of GC8, the Contractor shall take any action referred to in paragraph 3) of GC8 within 3 months after the date of the Certificate of Completion referred to in GC5.6 FINAL COMPLETION and not afterwards, except where it is otherwise provided by law.
- 6) The Contractor shall take any action referred to in paragraph 3) of GC8 resulting from a direction under GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK, within 3 months after the expiry of a warranty or guarantee period and not afterwards, except where it is otherwise provided by law.
- 7) Subject to paragraph 8) of GC8, if the NCC determines that the Contractor's protest is justified, the NCC shall pay the Contractor the cost of the additional labour, Plant and Material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 8) Costs referred to in paragraph 7) of GC8 shall be calculated in accordance with GC6.4 DETERMINATION OF PRICE.

- GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY
- GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY
- GC9.3 IRREVOCABLE STANDBY LETTER OF CREDIT

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

- 1) The Contractor shall, at the Contractor's expense and within 7 days after the date that the Contractor receives notice that the Contractor's bid was accepted by the NCC, obtain and deliver Contract Security to the NCC in one or more of the forms prescribed in GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13 RETURN OF SECURITY DEPOSIT and GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN.
- 3) If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
- 4) It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.
- 5) In addition to the limitation imposed in paragraph 4) of GC9.1, the Contractor further acknowledges and agrees that it will not be entitled to have access to the site, nor to commence work pursuant to this contract until it has delivered the Contract Security as specified herein.

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

- 1) The Contractor shall deliver to the NCC (a), (b) or (c):
 - (a) 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
 - (b) A labour and material payment bond in an amount that is equal to not less than 50% of the Contract Amount including taxes, and a security deposit in an amount that is equal to not less than 10% of the Contract Amount including taxes.
 - (c) A security deposit in an amount prescribed by subparagraph 1)(b) of GC9.2, plus an additional amount that is equal to 10% of the Contract Amount including taxes.
- 2) The amount of a security deposit referred to in subparagraph 1)(b) of GC9.2 shall not exceed \$2,000,000 regardless of the Contract Amount including taxes.
- 3) A performance bond and a labour and material payment bond referred to in paragraph 1) of GC9.2 shall be in a form and be issued by a bonding or surety company that is approved by the NCC.
 - (a) The approved form for the performance bond is enclosed at the end of GC9.
 - (b) The approved form for the labour and material payment bond is enclosed at the end of GC9(c)

The list of approved bonding or surety companies is displayed at the following Website:

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>

- 4) A security deposit referred to in subparagraphs 1)(b) and 1)(c) of GC9.2 shall be in the form of:

- (a) a bill of exchange, bank draft or money order made payable to the NCC and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 5) For the purposes of subparagraph 4)(a) of GC9.2:
- (a) a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a certain sum of money to, or to the order of, the NCC;
 - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 5)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - (c) An approved financial institution is:
 - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec;
 - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - (v) Canada Post Corporation.
- 6) Bonds referred to in subparagraph 4)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be:
- (a) made payable to bearer; or
 - (b) accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - (c) registered as to principal, or as to principal and interest, in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.

GC9.3 IRREVOCABLE STANDBY LETTER OF CREDIT

- 1) As an alternative to a security deposit, an irrevocable standby letter of credit is acceptable to the NCC, the amount of which shall be determined in the same manner as a security deposit referred to in GC9.2
TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) An irrevocable standby letter of credit shall:
 - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf:

- (i) is to make a payment to, or to the order of, the NCC as the beneficiary;
- (ii) is to accept and pay bills of exchange drawn by the NCC;
- (ii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
- (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- (b) state the face amount that may be drawn against it;
- (c) state its expiry date;
- (d) provide for sight payment to the NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC;
- (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- (g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- (h) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

PERFORMANCE BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety, hereinafter

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

Obligee, hereinafter called the NCC, In the amount of _____ dollars

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

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

SIGNED AND SEALED this _____ day of _____, _____. WHEREAS, the Principal has

entered into a Contract with the NCC, dated the _____ day of _____, _____,

for: _____.

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

LABOUR AND MATERIAL PAYMENT BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety, hereinafter

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

- GC10.1 INSURANCE CONTRACTS
- GC10.2 INSURANCE PROCEEDS
- GC10.3 INSURANCE TERMS
 - GC10.3.1 General
 - GC10.3.1.1 Proof of Insurance
 - GC10.3.1.2 Payment of Deductible
 - GC10.3.2 Commercial General Liability
 - GC10.3.2.1 Scope of Policy
 - GC10.3.2.2 Insured
 - GC10.3.2.3 Period of Insurance
 - GC10.3.3 Builder's Risk / Installation Floater
 - GC10.3.3.1 Scope of Policy
 - GC10.3.3.2 Amount of Insurance
 - GC10.3.3.3 Insurance Proceeds

GC10.1 INSURANCE CONTRACTS

- 1) The Contractor shall, at the Contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the NCC in accordance with the requirements of GC10.
- 2) The insurance contracts referred to in paragraph 1) of GC10.1 shall:
 - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in GC10; and
 - (b) provide for the payment of claims under such insurance contracts in accordance with GC10.2 INSURANCE PROCEEDS.

GC10.2 INSURANCE PROCEEDS

- 1) In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid directly to the NCC, and:
 - (a) the monies so paid shall be held by the NCC for the purposes of the contract; or
 - (b) if the NCC elects, shall be retained by the NCC, in which event they vest in the NCC absolutely.
- 2) In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 3) If an election is made pursuant to paragraph 1) of GC10.2, the NCC may cause an audit to be made of the accounts of the Contractor and of the NCC in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between:
 - (a) the aggregate of the amount of the loss or damage suffered or sustained by the NCC, including any costs incurred in respect of the clearing of the work and its site and any other amount that is payable by the Contractor to the NCC under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
 - (b) the aggregate of the amounts payable by the NCC to the Contractor pursuant to the contract up to the date of the loss or damage.

- 4) A difference that is established pursuant to paragraph 3) of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 5) When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of the NCC and the Contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3) of GC10.2, be deemed to have been expended and discharged.
- 6) If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the Contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the Contractor's expense as if that part of the work had not yet been performed.
- 7) When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, the NCC shall pay the Contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
- 8) Subject to paragraph 7) of GC10.2, payment by the NCC pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4 PROGRESS PAYMENT.

GC10.3 INSURANCE TERMS

GC10.3.1 General

GC10.3.1.1 Proof of Insurance

- 1) Before commencement of the Work, and prior to contract award, the Contractor shall deposit with the NCC a Certificate of Insurance (approved Insurance form is enclosed at the end of this section).
- 2) Upon request by the NCC, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.
- 3) The insurance policies shall be endorsed to provide the NCC with no less than 30 days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

GC10.3.1.2 Payment of Deductible

- 1) Any moneys paid or payable in respect of a deductible amount shall be borne exclusively by the Contractor.

GC10.3.2 Commercial General Liability

GC10.3.2.1 Scope of Policy

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
 - (a) an Each Occurrence Limit of not less than \$5,000,000;
 - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000; and
 - (c) a General Aggregate Limit of not be less than \$10,000,000 per policy year, if the policy is subject to such a limit.

- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
 - (a) Blasting;
 - (b) Pile driving and caisson work;
 - (c) Underpinning;
 - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured Contractor.

GC10.3.2.2 Insured

- 1) The policy shall insure the Contractor and shall include the NCC as an additional Insured, with respect to liability arising out of the operations of the Contractor with regard to the work.

GC10.3.2.3 Period of Insurance

- 1) Unless otherwise directed in writing by the NCC, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the Certificate of Substantial Performance.

GC10.3.3 Builder's Risk / Installation Floater

GC10.3.3.1 Scope of Policy

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
 - (a) Asbestos;
 - (b) Fungi or spores;
 - (c) Cyber;
 - (d) Terrorism.

GC10.3.3.2 Amount of Insurance

- 1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by the NCC at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy shall be changed to reflect the revised contract value.

GC10.3.3.3 Insurance Proceeds

- 1) The policy shall provide that the proceeds thereof are payable to the NCC may direct in accordance with GC10.2, "Insurance Proceeds".
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

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

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

1. General

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

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

2. Qualifications of Personnel

- 2.1 By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2 The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5

and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

3. Certification

3.1 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.

3.2 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

4. Plans Policies and Procedures

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

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

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

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

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

4.3 At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.

- 4.4 The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5 The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6 Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 **(Optional depending on hazard or scope of project)**. The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
 - (b) have basic working knowledge of specified occupational safety and health regulations,
 - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
 - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
 - (e) be on site during execution of the Work.

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

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

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

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the Contractor's employees 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.

The NCC reserves the right to not award the Contract until such time as the Contractor's 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/Site Access/Secret**.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

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.

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;
- 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 employees 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

SECURITY REQUIREMENTS

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 reliability status, 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.

Occupational Health and Safety Requirements

1. General

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

Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

SECURITY REQUIREMENTS

Security Requirements

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

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

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

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)



For the provision of supplying services or goods XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX on an as needed and when requested" basis as per the clauses specified in the index on page 2.

Pour la fourniture de services ou biens de XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX selon les besoins et sur demande "conformément aux clauses spécifiées dans l'index à la page 2.

SOA HOLDER / DETENTEUR DE LA CONVENTION		ADDRESS CONTRACTUAL ENQUIRIES TO : / ADDRESSER LES DEMANDES DE RENSEIGNEMENTS CONTRACTUELLES À:	
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXX	
(hereinafter referred to as the "Contractor") / (ci-après référé comme "L'offrant ou l'entrepreneur")			
<input checked="" type="checkbox"/>	Your proposal is accepted Nous acceptons votre proposition	To sell and/or supply to the National Capital Commission upon the terms and conditions set out herein and/or rates, the supplies and/or services listed herein and on any attached sheets at the price (s) set out therefor. De vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions ou taux énoncés dans les présentes, les articles et (ou) les services énumérés dans les présentes et sur toute feuille ci-annexée, au (x) prix indiqué (s).	
<input type="checkbox"/>	Your tender is accepted Nous acceptons votre soumission.		

OHST or GST/QST:	Included	Payment Terms / Modalités de paiement	N30 days/jours
Send your invoice and 2 Envoyer votre facture et	copies at 2 exemplaires au	Accounts Payable Comptes Payable 202 – 40 rue Elgin Street Ottawa, ON K1P 1C7	Or send by email to Ou par courriel au payables@ncc-ccn.ca
Estimated Expenditure - Montant Estimatif \$ XXXXXXXXXXXXXXXXXXXX	Date XXXXXXXXXXXX	For the Commission - Pour la Commission XXXXXXXXXXXXXXXXXXXX	

<p>We hereby AGREE to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the price (s) set out therefore.</p> <p>Nous CONSENTONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées au recto de la présente et au(x) prix indique(s) les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-dessus et sur toute feuille ci-annexée.</p>	_____
	Print Name - Nom en majuscules

	Signature

	Date



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- Les documents sous la demande pour une convention d'offre à commandes du dossier de soumission de la CCN no. ALXXXX



1. PARTICULARS OF THE STANDING OFFER / PARTICULARITES DE LA CONVENTION D'OFFRE À COMMANDES:

1.1 GENERAL:

The Offeror offers to sell or provide and deliver to the Commission, the goods or services or both, listed at the price(s)/rate(s) or on the pricing basis set out, as and when the Commission may request such goods or services, in accordance with the following provisions.

It is understood and agreed that:

- a) a purchase order against this Standing Offer shall form a contract, only for those goods or services, or both, which have been called-up, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- b) the distribution of this Standing Offer does not oblige the Commission to authorize or order all or any of the goods, services, or both;
- c) the Commission's liability shall be limited to that which arises from purchase orders against this offer, made within the period specified herein;
- d) the Commission reserves the right to procure the specified goods or services by means of other contractual methods.

GENERALITES:

L'offrant offre de vendre ou de fournir à la Commission les biens ou services indiqués ou les deux, aux prix, ou selon la ou les formule(s) que la Commission aura besoin, pourvu que lesdits biens ou services soient commandés conformément aux dispositions suivantes:

Il est entendu et convenu:

- a) qu'une commande subséquente à cette convention d'offre à commandes ne constituera un contrat que pour les biens ou services commandés, ou les deux pourvu que la commande soit faite conformément aux conditions de la convention d'offre à commandes;
- b) que la distribution du présent document n'oblige aucunement la Commission à autoriser ou à commander l'ensemble ou une partie des biens et (ou) une partie des biens et (ou) des services;
- c) que la Commission ne sera redevable que pour les biens ou services commandés;
- d) que la Commission se réserve le droit d'acheter les biens ou services indiqués par l'entremise d'autres méthodes d'approvisionnement.

1.2 ASSIGNMENT AND SUBCONTRACTING:

The Offeror understands that it may not assign the Standing Offer nor assign any portion of the work, except as is customary in carrying out of similar services, without the prior written consent of the Commission.

CESSIONS ET SOUS-TRAITANCE:

L'offrant comprend qu'il ne peut céder la convention d'offre à commandes ni aucune partie de l'ouvrage, sauf pour la fourniture de services avec des fournisseurs qui offrent de tels services dans le cours normal de leurs affaires, sans le consentement préalable par écrit de la Commission.

1.3 PERTINENT LAWS:

Any contracts resulting from authorized purchase orders shall be administered and interpreted in accordance with the existing legislation in the Province of Ontario.

LOIS PERTINENTES:

L'accord d'une convention d'offre à commandes est interprété selon les lois en vigueur dans la Province de l'Ontario.



1.4 PERMITS AND BY-LAWS:

The Offeror 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.

LOIS ET PERMIS MUNICIPAUX:

L'offrant respectera toutes les lois et tous les règlements relatifs aux travaux, qu'ils soient d'origine fédérale, provinciale ou municipale, comme si les travaux étaient exécutés pour une personne autre que la Commission de la capitale nationale et il devra payer tous les permis et certificats exigés relativement à l'exécution des travaux.

1.5 NOTIFICATION OF WITHDRAWAL/REVISION:

After "Authority to make a purchase order against a Standing Offer" has been given, in the event that the Offeror wishes to withdraw/revise this Offer, it will inform the Commission with at least 30 days prior written notice, in order that the Commission may inform all designated users. Any withdrawal/revision of this Offer will not affect any purchase orders made prior to the receipt by the Commission of such notice.

AVIS DE RETRAIT/REVISIONS:

Après que "l'autorisation de passer des commandes subséquentes à une convention d'offre à commandes" soit émise et si nous, l'offrant, désirons retirer/réviser la convention d'offre à commandes, nous aviserons la Commission avec un préavis de 30 jours par écrit, afin que les usagers désignés en soient avisés. Lors d'un retrait/une révision de la convention d'offre à commandes, les commandes placées avant que la Commission ne reçoive l'avis ainsi que durant les 30 jours suivants, ne seront pas affectées.

1.6 EQUIVALENT MEANINGS:

Wherever the word "Commission" appears in this document or in the Commission's conditions, National Capital Commission shall be substituted where the context requires it. Wherever the words "Contractor", "Contractor", "tenderer" or "vendor" appear in this document or in the Commission's conditions, Offeror shall be substituted where the context requires it.

SIGNIFICATIONS EQUIVALENTES:

Chaque fois que le mot "fournisseur", "expert conseil", soumissionnaire" ou "vendeur" apparaît dans le présent document ou dans les conditions de la Commission, le remplacer par l'expression "l'offrant" là où le texte l'exige.

1.7 DESIGNATED USERS:

The Offeror agrees to sell or provide the goods or services, or both, stated herein, and to deliver same to any authorized representative of the Commission, hereby permitted to requisition supplies in accordance with the terms and conditions of this offer.

UTILISATEURS DESIGNES:

L'offrant convient de vendre ou de fournir les biens ou services indiqués, ou les deux, et de les livrer à tout représentant autorisé de la Commission qui est autorisé par les présentes à demander des biens/services conformément aux modalités et conditions de cette offre.

1.8 PERIOD OF STANDING OFFER:

The period for placing purchase orders against this Standing Offer Agreement shall be from
XXXXXXXXXXXXXXXXXX.

PERIODE DE LA CONVENTION D'OFFRE À COMMANDES:

La période pour placer des commandes subséquentes à cette convention d'offre à commandes est du
XXXXXXXXXXXXXXXXXX.



1.9 TOTAL ESTIMATED EXPENDITURE:

The total estimated value of the Standing Offer Agreement is \$ XXXXXXXXX including applicable taxes. As operational requirements are better defined, the NCC reserves the right to increase the total estimated amount of expenditure, but this amount may at no time exceed XX% of the estimated amount of initial expenditure. This Standing Offer Agreement may not exceed the total amount of \$ XXXXXXXXX including taxes.

VALEUR ESTIMATIVE TOTAL:

La valeur estimative totale de la convention d'offre à commandes est de XXXXXXXXX \$ incluant les taxes applicables. Au fur et à mesure que les exigences opérationnelles seront mieux définies, la CCN se réserve le droit d'accroître le montant total estimé des dépenses, mais ce montant ne devra en aucun temps dépasser XX% du montant estimé des dépenses initiales. Cette convention d'offre à commandes ne pourra pas dépasser le montant total de XXXXXXXXX \$ incluant taxes.

1.10 LIMITATION IN VALUE OF PURCHASE ORDERS (CALL-UP P.O.):

Individual purchase orders against this Standing Offer must not exceed \$ XXXXXXXXX (applicable taxes included) without the approval of Procurement Services.

LIMITATION DE LA VALEUR DES COMMANDES SUBSEQUENTES (INDIVIDUELLES):

Le montant global qu'on peut verser pour une commande d'achat (commande subséquente) est de XXXXXXXXX \$ incluant tous taxes applicables.

1.11 PURCHASE ORDER INSTRUMENT:

The consignee shall request delivery of goods/services on form, "Requisition against a Standing Offer", or by other methods such as telephone, fax or email. All purchase orders placed by telephone, email or telegraphic means will be confirmed in writing by an applicable purchase order document.

INSTRUMENT DE COMMANDE:

Le consignataire fera sa demande de livraison pour des biens/services sur la formule "Commande subséquente à une convention d'offre à commandes", ou par autre procédé tel que le téléphone ou FAX. Toutes commandes placées de cette façon doivent être confirmées par écrit sur une formule de ou par un document de commande si demandé par l'offrant.

2. REQUIREMENT-SPECIFIC CLAUSES / CLAUSES PROPRES AUX BESOINS:

2.1 STATEMENT OF REQUIREMENT:

The Contractor agrees to provide to the satisfaction of the Commission, all necessary services on an "as and when requested" basis related to XXXXXXXXXXXX. The goods and/or services which will be supplied by the Contractor are described in the terms of reference prepared by the Commission under NCC tender file XXXX (which are already in your possession) and the tender/proposal prepared and submitted for the Commission by the Consultant dated xxxxxxxxxxxx.

DEFINITION DES BESOINS:

L'expert conseil s'engage à fournir à la Commission, tous les services professionnels nécessaires pour fournir des XXXXXXXXXXXXXXXXXXXX tels et lorsque demandé. Les biens et/ou services qui seront fournis par l'expert conseil sont décrits dans le mandat, les annexes incluant l'addenda 1 préparés par la Commission sous le dossier de soumission no. XXXXXX (qui sont déjà en votre possession) et la proposition préparée par l'expert conseil pour la Commission datée le xxxxxxxxxxxx.

2.2 PRICES/RATES (excl taxes):



2.3 DUTIES AND TAXES:

Notwithstanding any other provision of this document:

1. GST and OHST/QST is extra to and to be applied to the applicable prices/rates.
2. GST, to the extent applicable, will be shown separately and incorporated as a separate line item into all invoices and progress claims and will be paid by the Commission. The Contractor agrees to remit any GST paid or due to Revenue Canada.
3. The prices/rates offered do not include provincial sales tax. The provincial sales tax, if applicable, will be added to the invoice as a separate item and will be payable.
4. The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of any resulting contract, including materials incorporated in real property.

MUNICIPAL TAXES are not applicable.

DROITS DE DOUANE ET TAXES:

Nonobstant toute autre disposition de ce document:

1. La TVHO/TPS est en sus des prix/taux indiqués aux présentes.
2. La TVHO/TPS, dans la mesure où elles s'appliquent, seront incluses séparément dans toutes les factures et demandes de paiement partiel et sera payée par la Commission. L'expert conseil convient de verser à Revenu Canada tout montant payé ou dû au titre de la TVHO/TPS.
3. Les prix offerts ne comprennent pas la taxe de vente provinciale (TVQ). La taxe de vente provinciale, s'il y a lieu, est portée sur la facture à titre d'article distinct et elle est payable.
4. L'expert conseil n'est pas dispensé de l'obligation de payer la taxe de vente provinciale sur les biens et les services imposables utilisés ou consommés durant l'exécution de ce contrat, y compris les matériaux incorporés dans des biens immobiliers.

Les TAXES MUNICIPALES ne s'appliquent pas.

2.4 INSPECTION AND ACCEPTANCE:

By consignee(s) at destination, unless otherwise specified on an authorized purchase order document.

INSPECTION ET ACCEPTATION:

A moins d'avis contraire sur la formule de commande, l'inspection et l'acceptation seront effectuées par le consignataire à destination.

2.5 INVOICING:

The original invoice and two copies shall be submitted as indicated in any resulting contract and:

- a) in an envelope marked "Invoices";
- b) with separate invoice for each shipment or provision of services;
- c) be applied to one purchase order only and shall state if the shipment or service rendered is partial or final; and
- d) shall show the terms of payment, name and address of the consignee and the Commission SOA file number complete with the individual call-up purchase order number.
- e) or send electronic invoice by email at payables@ncc-ccn.ca in Adobe (.pdf) format, or mail to,
- f) National Capital Commission, Accounts payable, 202-40 Elgin Street, Ottawa, ON, K1P 1C7

FACTURATION:

L'original et deux (2) copies seront envoyés suivant les indications du contrat éventuel et:

- a) dans des enveloppes portant la mention "Factures";
- b) une facture distincte étant établie pour chaque envoi ou prestation de services;
- c) chaque facture ne portera que sur un seul contrat (commande directe) et indiquera si l'envoi ou le service rendu est partiel ou complet;
- d) et la facture indiquera les conditions de paiement, le nom et l'adresse du destinataire, le numéro de la convention d'offre à commandes.
- e) Ou envoyer votre facture par courriel au payables@ncc-ccn.ca.
- f) Ou transmettre par poste à la Commission de la capitale nationale, Comptes payables, 202, 40 rue Elgin, Ottawa, ON, K1P 1C7



3. CONDITIONS:

3.1 GENERAL CONDITIONS, OH&S REQUIREMENTS AND SECURITY REQUIREMENTS:

Unless otherwise indicated, the Security Requirements and the General & Supplementary Conditions for Professional & Consulting Services will also form part of the resulting SOA and subsequent call-up purchase order(s). The Offeror acknowledges receipt of these appendices.

LES EXIGENCES EN MATIÈRE DE SÉCURITÉ, LES CONDITIONS GÉNÉRALES ET SUPPLÉMENTAIRES :

A moins d'indication contraire dans les présentes, les exigences en matière de sécurité, les conditions générales et supplémentaires pour des services professionnels et de consultants feront aussi partie de l'offre à commandes et les commandes subséquentes qui résulteront de cette DOAC. L'offrant accuse réception de ces annexes.

3.2 CHANGES:

Unless otherwise specifically provided in the contract, the specification or specifications describing this requirement and the conditions under which supply is to be made or services rendered shall not be modified, changed, altered or amended by anyone including the Contractor, consignee or others without written instructions from Procurement Services.

MODIFICATIONS:

A moins de stipulations contraires dans le contrat, la ou les spécifications qui servent à décrire le besoin et les conditions régissant la fourniture des biens ou la prestation des services, ne doivent pas être modifiées ni remaniées par quiconque, y compris l'expert conseil, le consignataire ou d'autres personnes, sans l'autorisation écrite de la Gestion des services d'approvisionnement.

3.3 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE:

It is a term of this contract that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

CONFLITS D'INTERETS ET L'APRES-MANDAT:

Il est expressément établi dans le présent contrat qu'aucun ancien titulaire de charge publique qui déroge aux dispositions concernant l'a près mandat du Code régissant la conduite des titulaires de charge publique en ce qui concerne les conflits d'intérêts et l'a près mandat ne doit directement en profiter.

3.4 DISCRETIONARY AUDIT:

The Contractor's certification that the price/rate is not in excess of the lowest price/rate charged anyone else including his most favoured customer for like quality and quantity of the products/services, is subject to verification by Government Audit, at the Commission's discretion, before or after payment is made to the Contractor under the terms and conditions of the contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to the Commission in the amount found to be in excess of the lowest price.

VERIFICATION DISCRETIONNAIRE:

L'attestation de l'expert conseil à l'effet que le prix/taux indiqué n'est pas supérieur au plus bas prix /taux qu'il demande, y compris à son meilleur client, pour une qualité et une quantité semblables, peut être vérifiée par le service de vérification du gouvernement, à la discrétion de la Commission, avant ou après que l'expert conseil n'a été payé conformément aux conditions du présent contrat. Si la dite vérification prouve que l'attestation est fautive, il est entendu que l'expert conseil doit rembourser à la Commission le trop-payé par rapport au plus bas prix.



3.5 AUDIT:

Time, materials and travel expenses charged will be verified by the Commission and may be verified by Government audit before or after payment is made to you under the terms and conditions of this Standing Offer.

VERIFICATION:

Le temps imputé, le matériel et les frais de voyage seront vérifiés par la Commission et pourront faire l'objet d'une vérification par le gouvernement avant ou après les paiements qui vous seront versés aux termes de la présente convention d'offre à commandes.

3.6 METHOD OF PAYMENT:

1. Payment by the Commission shall be made within:

- a) thirty (30) days following the date on which all goods have been received by the Contractor under the terms of the contract has been completed;
- b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract; whichever is later.

2. If the Commission has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Commission shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Commission requires. Failure by the Commission to act within 15 days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

3. It is a term of every contract providing for the payment of any money by the Commission that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment.

MODALITES DE PAIEMENT:

1. La Commission paiera pour chaque livraison:

- a) trente (30) jours suivant la date à laquelle tous les travaux relatifs que l'expert conseil était tenu d'exécuter conformément aux conditions du contrat ont été terminés.
- b) trente (30) jours suivant la date à laquelle une facture et les documents à l'appui ont été reçus conformément aux conditions du contrat; le délai le plus long étant retenu.

2. Si la Commission s'oppose au contenu de la facture ou des documents à l'appui, elle devra, dans les quinze (15) jours suivant leur réception, aviser l'expert conseil de la nature de l'objection. On entend par "contenu de la facture" une facture qui contient ou à laquelle s'ajoute de la documentation à l'appui telle qu'exigée par la Commission. Si la Commission ne donne pas suite dans les quinze (15) jours, la date stipulée au paragraphe 1 de la clause servira dans l'unique but de calculer l'intérêt sur les comptes en souffrance.

3. Conformément à l'article 40 de la loi sur l'administration financière, un paiement ne peut être effectué en vertu de contrat à l'égard d'un service que si un crédit a été prévu pour ce service pour l'exercice financier pendant lequel une somme engagée en vertu du contrat devient exigible.