

# INVITATION TO TENDER

## Tender / Contract Form

**NCC TENDER**  
**FILE #: ES024**

### Vertical Transportation Preventive Maintenance

<b>ADDRESS INQUIRIES TO:</b>  Emilie Scheckman Sr. Contract Officer <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a>	<b>CONTRACT NO.</b> (To be completed at contract award):
<b>BID CLOSING DEADLINE:</b>  December 12, 2022 at 3:00 pm EST	
<b>RETURN TENDERS TO</b> Submit offer on this tender / contract form and return to:  <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <b>Tenders must be e-mailed</b> </div> <div style="font-size: 2em;">→</div> <div style="text-align: center;"> <a href="mailto:Bids-Soumissions@ncc-ccn.ca" style="color: blue; text-decoration: underline;">Bids-Soumissions@ncc-ccn.ca</a> </div> </div> <p style="text-align: right; margin-top: 10px;"><b>Note:</b> the email attachment size is set at a maximum of 30 MB.</p>	
<b>DESCRIPTION OF SERVICES:</b> Vertical Transportation preventive maintenance	<b>LOCATION:</b> Canada`s Capital Region - Ottawa
<b>PUBLIC TENDER OPENING</b>	<b>NO PUBLIC TENDER OPENING</b>  Tender Opening Results can be provided electronically by sending an e-mail request to <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a>
<b>NON-MANDATORY SITE VISIT</b>	<p><b>A NON-MANDATORY site visit will be held on December 2, 2022 at 10:00 am (EST).</b></p> <p>Bidders must communicate with the Contracting Authority, <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a> no later than <b>December 1, 2022 at noon</b> to confirm attendance and provide the name(s) of the person(s) who will attend.</p> <p>The contracting authority will communicate the site visit location and details by email once attendance has been confirmed. Further information can be found in section Instructions to Tenderers.</p> <p>All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.</p>



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### Vertical Transportation Preventive Maintenance

#### I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) the provision of preventive maintenance and repair services in accordance with the specification, terms and conditions, **for the all-inclusive unit prices as set out in section III herein.**

#### II. GENERAL AGREEMENT

The Contractor agrees:

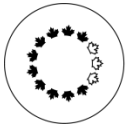
1. to provide vertical transportation preventive maintenance services, in the province of Ontario, as per the Specifications, starting January 1, 2023 and ending on December 31, 2025. On completion of this period, the Contractor grants NCC the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods on the same terms and conditions.
2. that this Offer and Agreement, together with the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 90 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
5. that the contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders policies or other rules in force at the site where the work is performed.

#### III. PRICING

The Contractor agrees that the following are the all-inclusive unit prices referred to in Clause I:

The Contractor agrees that

- (a) the Unit Price Tables designate that part of the Work to which a Unit Price Arrangement applies.
- (b) the Price per Unit and the Total Price must be entered for each item listed;



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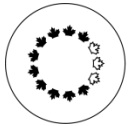
- (c) any mathematical errors in the calculation the totals and grand totals shall be corrected by the NCC in order to obtain the Total Estimated Amount; and
- (d) the following tables are the Unit Price Tables for the purposes of the tender and the Contract:

**Price Table 1: Monthly and Annual Price**

Site	TYPE	INSTAL. #	MONTHLY RATE YEAR 1 (Jan 1, 2023 to Dec. 31, 2023)	MONTHLY RATE YEAR 2 (Jan 1, 2024 to Dec. 31, 2024)	MONTHLY RATE YEAR 3 (Jan 1, 2025 to Dec. 31, 2025)	MONTHLY RATE OPTION YEAR 1 (Jan 1, 2026 to Dec. 31, 2026)	MONTHLY RATE OPTION YEAR 2 (Jan 1, 2027 to Dec. 31, 2027)
1	Freight Platform Lift (Atlantic Lifts)	69999722					
2	Hydraulic passenger (OTIS)	79991					
3	MRL passenger (Kone)	64510823					
4a	Dumbwaiter (Tardif)	67341					
4b	Dumbwaiter (OTIS)	10139					
4c	Geared passenger (OTIS)	10607					
4d	Hydraulic Freight (Montgomery)	63866					
4e	Hydraulic Scissor Lift (Capital)	64289					
5	MRL passenger (Schindler)	64759687					
6a	Vertical platform Lift C (Orion LU/LA)	073396	NA (See note 1)				
6b	Hydraulic passenger (TAC50)	035577					
<b>TOTAL MONTHLY PRICE</b> (Sum of Monthly Rate for items 1 to 11)							
<b>TOTAL ANNUAL PRICE</b> (Total Monthly Price x 12 months)				*See note 2			
<b>13% HST</b> (Total Annual Price x 13%)							
<b>GRAND TOTAL</b> (Total Annual Price + 13% HST)							
<b>GRAND TOTAL ALL YEARS</b> (Sum of the Grand Total for all years) *For evaluation purposes							

**Note 1:** Vertical Platform Lift C (Site 6a) will only be included in this contract beginning April 1, 2024, therefore monthly rate for this item for Year 1 is not required.

**Note 2:** The Vertical Platform Lift C (Site 6a) will only be included in this contract beginning April 1, 2024. For Year 2, please subtract the Vertical Platform Lift C (Site 6a) price for 3 months (January, February and March 2024) from the Total Annual Price.



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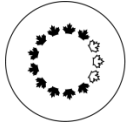
**Vertical Transportation Preventive Maintenance**

### Price Table 2: Hourly Rates for Additional Work

The financial bid shall also include a list of fixed all-inclusive hourly rates for applicable personnel, as listed below. Should additional work be required, the rates below must be applied.

	UNIT OF MEASURE	ESTIMATED HOURS*	HOURLY RATE YEAR 1 (Jan 1, 2023 to Dec. 31, 2023)	HOURLY RATE YEAR 2 (Jan 1, 2024 to Dec. 31, 2024)	HOURLY RATE YEAR 3 (Jan 1, 2025 to Dec. 31, 2025)	HOURLY RATE OPTION YEAR 1 (Jan 1, 2026 to Dec. 31, 2026)	HOURLY RATE OPTION YEAR 2 (Jan 1, 2027 to Dec. 31, 2027)	EXTENDED TOTAL*
		A	B	C	D	E	F	G = A x (B+C+D+E+F)
<b>MECHANIC</b>								
REGULAR HOURS	Per hour	10						
OVERTIME HOURS	Per hour	10						
<b>HELPER</b>								
REGULAR HOURS	Per hour	10						
OVERTIME HOURS	Per hour	10						
<b>SERVICE CREW</b>								
REGULAR HOURS	Per hour	10						
OVERTIME HOURS	Per hour	10						
<b>TOTAL*</b> (Sum of Extended Totals)								
<b>13% HST</b> (Total x 13%)								
<b>GRAND TOTAL*</b> (Total + 13% HST)								

\*For evaluation purposes only.



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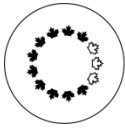
**Vertical Transportation Preventive Maintenance**

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**Price Table 3: Total Evaluated Price**  
(For evaluation purposes only)

Please insert specified Grand Totals from Price Table 1 and Price Table 2 to calculate the Total Evaluated Price:

<b>PRICE TABLE 1: GRAND TOTAL ALL YEARS</b>	
<b>PRICE TABLE 2: GRAND TOTAL</b>	
<b>TOTAL EVALUATED PRICE</b>	



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#### IV. BASIS OF AWARD

Basis of award will be the bidder who meets all terms, conditions and mandatory requirements of this tender and who offers the NCC the lowest total evaluated price.

The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders. The NCC also reserves the right to enter into negotiations with the successful bidder and/or any other bidder.

#### V. INSTRUCTION TO BIDDERS

The NCC asks that bidders submit their bid as per Annex A – Specifications, by sending one (1) email to [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca).

**The email must contain:**

- Signed Section XII (Signature of Offer) of this Tender (include acknowledgment of all addendums, if applicable)
- Completed Section III (Pricing) of this Tender
- Completed Annex B – Mandatory Requirements Form
- As per Annex B, include Certification(s)

#### VI. INVOICING

- Payment will be made only after the receipt/delivery and acceptance of services.
- The Contractor will have the right to receive payment within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded by email at [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) in Adobe (.pdf) format.
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.
- The Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the NCC Technical Authority at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 95% of the value of the work



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certified by the NCC Technical Authority in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any.

## VII. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer, [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender

## VIII. SECURITY REQUIREMENTS

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

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

## IX. AUTHORITIES

### NCC Contracting Authority

The NCC Contracting Authority responsible for this contract is:

Emilie Scheckman  
Senior Contract Officer  
National Capital Commission  
Telephone: 343-552-5976  
E-mail address: [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca)

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

### NCC Client Representative

The NCC Client Representative for the Contract is:

\_\_\_\_\_ (to be entered at contract award)

Title  
National Capital Commission



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Telephone: 613 239-5678 ext. \_\_\_\_\_

E-mail address: [\\_\\_\\_\\_\\_@ncc-ccn.ca](mailto:_____@ncc-ccn.ca)

The NCC Client Representative is the representative of the NCC for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the NCC Client Representative; however, the NCC Client Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contract Officer.

**Contractor's Representative**

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**X. PRIORITY OF DOCUMENTS**

If there is a discrepancy between or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (1) Any amendment or variation to the contract documents;
- (2) This tender/contract form;
- (3) General Conditions;
- (4) Specifications;
- (5) Security Requirements;
- (6) Occupational Health & Safety Requirements;
- (7) The Contractor's Bid dated \_\_\_\_\_ (*insert date of bid*).

**XI. ADDENDUM ACKNOWLEDGEMENT**

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





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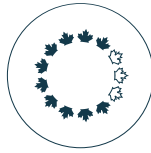
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**XII. SIGNATURE OF OFFER**

<p>We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out within the NCC tender package, the supplies and/or services listed above and on any attached sheets at the submitted price(s).</p>	
Name and address of Contractor :          Tel-Tél:  Contact E-mail:	Signature(s)          Title:  Date:

*Accepted & executed on behalf of the Commission on: (date)*

<b>NCC SIGNATURE ONLY</b>	<b>TITLE</b>
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NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

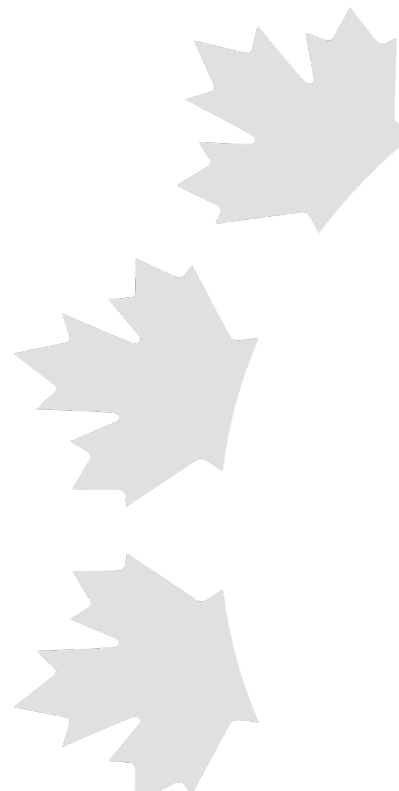
## Annex A

# Vertical Transportation Preventive Maintenance

## ES024

Specifications

November 2022



**1.0 CONTRACT DURATION**

1. The resulting contract will be from January 1, 2023 to December 31, 2025. On completion of this period, the Contractor grants NCC the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods on the same terms and conditions.

**2.0 DESCRIPTION OF WORK**

- .1 The work for this contract is described in Section 2 – Specifications;
- .2 This contract consists of but is not limited to the provision of preventive maintenance and repair services for the vertical transportation equipment located on NCC properties as follows:

Site	LOCATION	TYPE	INSTALLATION NO.
Site 1	Ottawa, ON	Atlantic Lifts Freight Platform Lift	69999722
Site 2	Ottawa, ON	OTIS Hydraulic passenger	79991
Site 3	Ottawa, ON	Kone MRL passenger	64510823
Site 4a	Ottawa, ON	Tardif Dumbwaiter	67341
Site 4b	Ottawa, ON	OTIS Dumbwaiter	10139
Site 4c	Ottawa, ON	OTIS Geared Passenger	10607
Site 4d	Ottawa, ON	Montgomery Hydraulic Freight	63866
Site 4e	Ottawa, ON	Capital Hydraulic Floor Lift	64289
Site 5	Ottawa, ON	Schindler MRL Passenger	64759687
Site 6a – This will be added to this contract as of April 1 2024	Ottawa, ON	Vertical Platform Lift C	073396
Site 6b	Ottawa, ON	Hydraulic passenger	035577

**3.0 SITE VISIT**

- .1 The NCC will conduct during the tender period an optional job showing of the site. Parties intending to submit bids can attend the job showing and examine the site and obtain for themselves information pertaining to existing conditions. **For date, time and location, please refer to the Instructions to Bidders section.**
- .2 Claims for additional compensation will not be entertained for any items of labour or material required to complete the work that could have been reasonably ascertained by the optional Site Visit.
- .3 The Contractor may also make himself familiar with the security and site access routines of the sites for daily operations and procedures to follow during the implementation of the work of this contract in order to properly assess the work procedures and deliveries for work of this contract and ensure minimum disruption to the occupants.

**4.0 STANDARD OF WORK**

- .1 See Section 2 – Specifications.

**5.0 CO-ORDINATION of the WORK and SUB-TRADES**

- .1 Co-ordination of the work: It is the Contractors' responsibility to co-ordinate work to be carried out as identified in the contract documents between all trades.
- .2 Manage the sequencing of the work activities in consideration of health and safety of the work area and adjacent structures and site.

**6.0 BUILDING/SITE SERVICES**

- .1 Services for this Contract: Existing and available services required for the work may be used by the Contractor without charge. Ensure capacity is adequate prior to imposing loads. Connect, use and disconnect at own expense and responsibility.
- .2 The Contractor is to arrange, and supply required services above and beyond what is available, in order to carry out work of this contract within the time period specified. Any such arrangements shall be at no additional cost to the Contract.
- .3 Provide 48 hours notice to and obtain requisite permissions from the NCC Representative of any intended interruption of services. Keep duration of these interruptions to a minimum. These notifications shall be subject to review and acceptance by the NCC Representative.

**7.0 USE OF SITE & FACILITIES**

- .1 The Contractor shall arrange with the NCC representative a work schedule and procedures for access, deliveries and transportation of materials to and from the work site.
- .2 Execute work with least possible interference or disturbance to the normal operations. Make arrangements with NCC Representative to facilitate work as stated.
- .3 Deliveries to the site shall be within pre-arranged and authorized time frames by NCC Representative with a minimum 24 hours notice.
- .4 Smoking is prohibited within 50 feet of buildings. A designated smoking area shall be identified by the NCC Representative.

**8.0 SIGNAGE**

- .1 All signage for this Contract shall be bilingual in French and English.
- .2 Contractor is to provide warning signage to clearly identify area under repairs/construction and access restrictions (protective gear, sign-in, etc..).
- .3 No promotion signage will be permitted.
- .4 No signage representing, supply and installations companies and/or contractors and consultants shall be permitted.

**9.0 SECURITY CLEARANCE**

- .1 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). Please refer to section *Security Requirements* for more information.
- .2 The NCC reserves the right to refuse access to personnel not passing a Secret Access Check.
- .3 Unless otherwise indicated, access to the site (employees, deliveries, visitors and pick-ups of materials, etc.) must be coordinated with and approved by NCC Representative.

**10.0 CO-OPERATION WITH OTHERS and PUBLIC RELATIONS**

- .1 The Contractor may be in contact with users/visitors at the sites. If interacting with users/visitors to the sites, the Contractor shall, at all times, be courteous, helpful and respectful to the users/visitors.
- .2 Behaviour, demeanor and conduct at the work site shall be in good practices. Profane language from the Contractor's workforce is not acceptable at the work site.
- .3 The Contractor shall at all times during work of this contract, respect traffic regulations of the sites.
- .4 Co-operate with NCC operations and maintenance staff and services at all times.
- .5 Co-operate with Other Contractors retained by the NCC.

**11.0 DAMAGES**

- .1 Restore or replace to their original condition existing public and/or privately owned property, structures, finishes, services and/or utilities damaged during the execution of the work of this contract or make adequate compensation to affected parties.
- .2 The terms "restore" and "replace" include labour, equipment and material costs.

**12.0 DEFINITION OF TERMS**

1. The term "The Owner", as used herein refers to National Capital Commission, 40 Elgin Street, Suite 202, Ottawa, Ontario, K1P 1C7.
2. The term "Contractor", as used herein refers to the person, partnership or corporation signing a contract with the Owner for the execution of the work described herein.

3. The term "Elevator Consultant", as used herein refers to the elevator consultant hired by the Owner.
4. The term "The Equipment", as used herein refers to all elevators and handicapped lifts and other vertical transportation included in this contract, as listed within this document.
5. The term "Code", as used herein, means the latest edition of the CSA B44 Safety Code for Elevators, including updates.
6. All terms in the Specification that are not otherwise defined shall have the definitions as given in the Code.
7. "Call Back Service" is defined as any request for service or assistance (other than maintenance) by the Owner where an elevating device is not available for use due to equipment shutdown or malfunction, excluding call backs resulting from conditions beyond control of Contractor.
8. "Emergency Call Back Service" shall refer to any instance, and cover all activities as required to be performed by the Contractor other than Maintenance, to rescue and/or evacuate trapped passengers from an elevator cab, or to correct equipment malfunction or breakdown where an elevator within a specific Station is out of operation.
9. The term "Out of Contract", as used herein refers to a situation that was created as a result of an intervention by the Owner's Staff or Owner's Contractors other than the Contractor and for which the Contractor has been required to perform work under this contract.

**END OF SECTION**

## MAINTENANCE SPECIFICATIONS

THE WORK UNDER THIS CONTRACT SHALL BE SUBJECT TO ALL PROVISIONS SET FORTH IN THE FOLLOWING SPECIFICATIONS.

### 1.0 OBJECT OF THE AGREEMENT

1. In consideration of the price paid by The Owner, The Contractor shall supply, for the term of this agreement, all the labour including overtime, parts, equipment and tools and furnish all other services and expenses necessary to carry out the maintenance of all elevating devices as described in the list of equipment (hereinafter called “The Equipment”).
2. The requirements of this Contract are designed to prolong the equipment’s operating life by keeping it in a substantially new condition. The intent is also to provide proper maintenance, lubrication, cleaning and adjustment services to keep the subject elevating devices equipment operating within the existing environment.
3. Unless specifically noted within the Contract, the Contractor shall be responsible for maintaining the operating performances within the design parameters and in accordance with the operating instructions and limitations as set out by the original equipment manufacturer.
4. The Contractor agrees to full maintenance coverage and accepts all The Equipment in present condition, except if specific exclusions or pre-maintenance repairs are provided for herein.
5. The requirements of this Contract shall be performed and conformed to as a minimum standard.

### 4.0 CONTRACT DOCUMENTS

1. The intention of this contract and any subsequent amendments thereto is to include in the contract price, the cost of all labour and materials, scaffolds, riggings, water, fuel, tools, plant equipment, light, transportation and all other services and expenses as may be necessary for and appropriately incidental to the proper execution and completion of the work unless specified otherwise.

**5.0 OWNERSHIP OF THE EQUIPMENT**

1. The Equipment, its appurtenances and inventory are, and shall remain, the property of The Owner.
2. The Equipment may be operated in normal use and service by The Owner at any time except when other arrangements have been made with the Contractor, such as when The Equipment is shut down for maintenance, repairs or inspection.

**6.0 ROYALTIES AND PATENTS**

1. The Contractor shall pay all royalties and license fees (not Technical Standards and Safety Authority (TSSA) elevator license fees) related to the completion of the work. The Contractor shall defend all suits and claims for infringements of any patent rights and shall save The Owner harmless from loss on account thereof, except that The Owner, shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified by The Owner, but if the Contractor has information that the process or articles specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to The Owner.

**7.0 COPIES OF DRAWINGS**

1. One (1) set of wiring diagrams for each type of elevating device will be provided by The Owner and shall not be removed from the property by either party.
2. During the term of the contract, any wiring changes to the equipment shall be marked up in RED by the Contractor and a full-sized copy of the revised drawings shall be delivered to the Owner indicating the changes. Note all wiring changes in the logbook.
3. The Contractor shall advise the Owner in writing of such changes and shall provide an explanation as to why the change was necessary.
4. Legibly mark all wiring changes and revisions in red ink on electrical circuit diagrams. Include date when such revisions were made on drawing legend. The revised drawings shall be stamped by a professional engineer.
5. The Contractor shall be responsible to maintain one copy of as built electrical circuit diagrams and other relevant material in each elevator machine room. When such drawings are larger than normal imperial size sheets of paper, they shall be mounted to wooden backboard.
6. The Contractor shall ensure all drawings contained within the machine room are laminated or otherwise protected from dirt and grime.
7. The Contractor shall be responsible for the replacement costs for any and all drawings as lost, damaged or destroyed during the term of this Contract



**8.0 CHANGES IN THE EQUIPMENT**

1. The Owner reserves the right to make changes in the elevator equipment, or modernize the elevators, should any be found desirable. The Owner reserves the right to tender such work. During any major upgrade or modernization, The Owner reserves the right to terminate this maintenance contract or any part thereof with at least three (3) months written notice.
2. The Contractor shall not alter any part of the elevator systems from the condition shown on the drawings or presently installed, nor shall any work in the nature of additional work, or any work not contemplated by the Contract Documents be performed except on written order of The Owner.
3. In case the Owner decides to make changes in the elevator equipment, upgrade and/or modernize any elevator(s), the Owner may seek a quote from the Contractor for such changes, upgradation and/or modernization. In case the Owner, in its sole discretion decides to use any other contractor, the Owner shall retain the right to seek competitive bids for such changes, upgrades, and/or modernization. Such work, as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
  - a. The Contractor shall have the right to inspect the quote and/or work by any other contractor; and when conditions warrant, reject such changes, upgradation, and/or modernization that will increase their contractual liability. The Contractor shall provide written notification of rejection and the possible alternatives for such changes, upgradation, and/or modernization.
  - b. In case the Contractor rejects any change, upgradation, and/or modernization by another contractor, the Owner shall have the right to engage a qualified third-party professional engineer in consultation with the Contractor to evaluate the quote and/or work and render a decision regarding the acceptability of such changes, upgradation, and/or modernization. The decision of such qualified third party engineer shall be binding on both the Owner and the Contractor.

**9.0 CONTRACT SUPERVISION BY THE OWNER**

1. The Owner's supervision of the work, if any, is for the sole purpose of assuring The Owner that the work is being properly carried out. The supervision shall in no way relieve the Contractor from any responsibility for the work to be carried out as specified.
2. Inspections may be carried out by the Consultant if required by The Owner. The Consultant shall be appointed at The Owner's sole discretion during the term of the Contract.
3. The Consultant is the agent of The Owner only to the extent provided in the Contract Documents and when in special instances, he is authorized by The Owner so to act. The Contractor's work to the Specifications shall meet the reasonable approval of the Consultant. The Consultant is authorized to reject any work he considers not in

accordance with the Specifications. The Consultant is authorized to stop the work whenever the stoppage is necessary to ensure the proper execution of the Contract.

4. The Owner and/or the Consultant shall perform periodic audit inspections of the Work. Any deficiencies in the Work identified by the audit shall be corrected by the Contractor on or by the compliance date noted in the inspection report. Failure by the Contractor to correct such deficiencies in the Work may result in the Owner correcting such deficiencies directly or having such deficiencies corrected by others, in any event the Contractor shall be liable to the Owner for any costs incurred by the Owner in correcting such deficiencies in the Work and such costs shall be deducted from any monthly payments due to the Contractor.

#### **10.0 CONTRACTOR'S SUPERVISOR AND EMPLOYEES**

1. The Contractor's personnel shall be experienced on all equipment, competent and capable of performing the work required by the agreement according to the standards prescribed herein.
2. Maintenance technicians shall have sufficient resources to undertake the elevator and handicapped lift devices maintenance and shall satisfy the call back response times as set out in this Contract.
3. The Contractor shall have access to training, technology, drawings, Original Equipment Manufacturer (OEM) adjustment tools and manuals, as well as the components and parts, to perform the required maintenance, to keep the existing equipment operating to Original Equipment Manufacturer (OEM) specifications. Parts replaced or installed shall be identical of those removed and must be like in nature.
4. The Contractor shall have appropriate engineering resources to be able to develop/modify and submit to both the Owner and the TSSA, Maintenance Control Program (MCP) details for each type of elevator now contained within the Owner's portfolio.
5. The Contractor shall maintain a fully staffed 24 hour answering service, capable of recording incoming requests for call back service and dispatch the appropriate field technicians to respond to such requests, without delay or fault.
2. The Contractor shall provide the services of a competent Supervisor who shall generally be aware of the Contractor's work on site and shall be available to represent The Contractor as may be required by The Owner.
3. All employees of The Contractor shall be neatly dressed in uniforms or coveralls identified with The Contractor's name. Employees shall behave in a courteous manner towards The Owner, The Consultant and users of The Equipment.
4. The Owner may, upon reasonable grounds, require the replacement of any of The Contractor's employees on site.

5. In addition to their company's internal documented safety procedures and policies, the Contractor shall strictly adhere to The Owner's site and safety regulations. These regulations are subject to change over the term of the contract.
6. The Contractor shall also have previous local experience in successfully maintaining all equipment, including Kone MRL type elevators, with Kone KCM 831 Control.
7. The NCC may at its own discretion, request proof of experience from the successful bidder in the form of references from other current contracts.

#### **11.0 WITHHOLDING OF PAYMENTS**

1. Payments due to The Contractor may be withheld by The Owner in the instance of unsatisfactory progress of the work or of defective materials or workmanship.
2. The monthly price may be reduced/withheld by The Owner to reflect the value of work required by this contract and not completed and entered in the log book. Where the log books are not properly and accurately maintained and updated, a reduction of the monthly amount for that device shall be applied to the monthly invoice for each month of log book entry error or omission.
3. In the event the Contractor is found to be late on the completion and sign off of mandated annual maintenance checks, the Contractor shall reimburse the Owner for the cost of one month's maintenance for each unit found to have outstanding or missed tasks. Upon notification of such missed maintenance, for each additional week that the Contractor delays in completing these outstanding tasks, an additional month's maintenance fee shall be applied.
4. The Owner will be responsible for the annual TSSA inspection fee. In the event the Contractor fails to correct the noted TSSA directives (those that are the responsibility of the Contractor) in the time frame identified in the initial TSSA inspection report and provided the inspection report has been forwarded to the Contractor within 48 hours of being issued, the Owner shall have the right to deduct, from the monthly maintenance costs, any additional TSSA follow-up inspection cost relating to completion of these directives. The Contractor shall also reimburse the Owner for the cost of one month's maintenance for each unit found to have outstanding TSSA directives requiring a follow-up inspection.
5. If an elevator or other vertical transportation equipment is shut down for more than 48 continuous hours, except for pre-scheduled or major (more than 2 hours) equipment repairs which are pre-coordinated with the Owner, the maintenance billing for that elevator or other vertical transportation equipment shall be suspended until the unit is restored to service. The Contractor shall advise the Owner, in writing, at least 48 hours prior to any and all scheduled shutdowns of any vertical transportation equipment. The notice shall include the date and expected duration of the shutdown.
6. If an elevator or other vertical transportation equipment is out of service for more than 150 hours in any 30-day period, the full maintenance payment for that elevator or other vertical transportation equipment for the full 30-day period, shall be forfeited.

**12.0 NON-CHARGEABLE CALL-BACKS**

1. The Owner will not pay for call-backs, as a result of the following, as a minimum:
  1. Debris in car or hall sills - unless construction is being carried out in the building
  2. Removal of an elevator from independent service or stop switch on in-car
  3. Re-setting the elevator from fireman's service
  4. Broken car or hoistway door rollers
  5. Bent car or hoistway door gibs
  6. Blown car door operator fuse
  7. Resetting car door operator faults
  8. Governor overspeed switches tripped or cars on safeties
  7. Dust or dirt on car door detectors

**13.0 PROTECTION OF WORK AND PROPERTY**

1. The Contractor shall in all phases of work, continuously maintain adequate protection of the work. He shall protect The Owner's property from damage arising from the contract. He shall make good any damage caused by lack of adequate protection.
2. The Contractor shall take all necessary precautions to ensure that the work is performed in a manner that does not endanger any person.
3. The Contractor shall maintain in place all machine room equipment guarding provisions. Where guarding provisions are to be removed for equipment service access, the Contractor shall abide by OSHA requirements, making sure that the unguarded unit is under control and is safe. The Contractor shall not damage, break or lose equipment guarding. Where such provisions are damaged, lost or deformed by the actions of the Contractor, the Contractor shall repair or replace such guarding at its own cost, to the complete satisfaction of the Owner.

**14.0 INSURANCE AND LIABILITY COPIES OF INSURANCE POLICIES**

The Contractor shall forward to The Owner, certified copies of Insurance Policies as evidence of the securing and maintaining in force and payment of premiums on all insurance which he is obliged to obtain under the provisions of the contract. Refer to clause 26 *Liability Insurance* of section General Conditions.

**15.0 PARKING FACILITIES**

Parking shall be made available to the Contractor by the Owner at no charge.

**16.0 PAYMENTS / REPORTS**

1. The Contractor shall, on a monthly basis, submit to The Owner an invoice covering the preceding month's work including a listing of the work performed.

2. The Contractor shall prepare reports indicating the total number of call-backs encountered on each unit under the terms of the Contract. The reports shall be provided on a quarterly basis and will include the following:
  - a) Unit number
  - b) Equipment status (shutdown, running on arrival, etc.)
  - c) Number of entrapments
  - d) Nature of the problem and required resolution
  - e) Response time (time/date call was received, and time/date mechanic arrived)
  - f) Repair time (indicate if additional repairs are required)
3. Provide report information in tabular form and include totals.

#### 17.0 MINIMUM LABOUR

1. The Contractor shall provide a minimum inspection frequency for maintenance of the elevators as follows:
  - a) For passenger hydraulic elevators: Monthly
  - b) For freight hydraulic elevators: Monthly
  - c) For traction elevators: Monthly
  - d) For dumbwaiters: Monthly
  - e) For barrier free lifts: Monthly
2. The frequencies listed above shall exclude major repairs, annual safety tests and time dedicated to assist The Owner, Owner's representative or Consultant.
3. All mandatory annual and 5-year tasks shall be carried out by a service crew and not by the route mechanic.
4. In the event of booked vacation or sickness, the Contractor shall provide alternative or back up technicians to ensure there are no missed planned inspections or equipment servicing visits.
5. Within 30 days of commencement of the contract, Contractor shall provide a schedule of devices for each station specifically noting the CAT 1 (day/month) and CAT 5 (day/month/year) inspections required the day/month.
6. Any changes to the schedule for these intervals are to be submitted for approval to The Owner at least 5 business days before the scheduled event. In the event that changes are made to the schedule, an updated schedule is to be submitted to The Owner

#### 18.0 PRIORITY OF SERVICE

- .1 In order to provide acceptable elevator service to the Owner the following priorities **must** be followed. This service will be provided free of charge regardless of the time of day or day it occurs

- .1 Removal of trapped persons anytime during the day or night. This service will be provided free of charge regardless of the time of day or day it occurs.
- .2 *NOTE: This item will be provided upon contract award.*
- .3 Any repair work in single elevator buildings.

**19.0 NEW INSTALLATIONS**

1. During the term of this maintenance contract, The Owner reserves the right to add additional elevating devices added to the same property. Maintenance price for added units, although based on similar existing units, would be subject to negotiation between The Owner and The Contractor. The decision to add new equipment to this contract is at the sole discretion of The Owner’s authorities.

**20.0 OCCUPANCY CLAUSE**

1. It is understood and agreed that maintenance price reductions will apply depending on the occupancy of any building in accordance with the following schedule:

<u>Occupancy (%)</u>	<u>Discount (%)</u>
Below 30.0%	40%

2. The Contractor may at his sole discretion reduce preventive maintenance to a level below that required by this specification, but not to below the minimum level required by law.
3. When usage of one (1) or more units is lower than 30% for a period exceeding three months, The Owner will notify The Contractor of the occupancy rate in advance of the commencement of the fourth month in writing and will continue such notice on a quarterly basis until usage exceeds 30%. The discount shall commence on the fourth month and shall be terminated as required with payment subsequent to each quarterly notice.

**21.0 LOGBOOK**

1. A Provincially approved logbook for each elevating device, acceptable to the Owner, outlining the work in the Maintenance Control Program and this document shall be provided by the Contractor.
2. The logbook must be in each elevator machine room no later than one month after award of contract.
3. The Elevator Contractor must obtain at his cost and supply this logbook (one book for each device) including the Vinyl Pouches.
4. The approved type Elevating Devices logbook must be maintained up-to-date and kept in the elevator machine room.

5. The approved type Elevating Devices logbook must be attached to each controller and permanently displayed and visual upon entry to the machine room.
6. The amount for monthly maintenance will **not** be paid for any month that the Elevating Devices logbook is not signed off for a particular elevator.
7. The maintenance logbook (records) shall include all repair, replacement and call-back activities and be kept on site for viewing by elevator personnel in hard copy format. These records shall:
  - a) include an explanation of the repair, replacement or call-back;
  - b) include the date, and name of person(s) performing the task; and
  - c) be retained by the owner of the equipment for the most recent 5 years if a repair or
8. Do not utilize a computerized log as the primary log.

**22.0 OBSOLESCENCE**

1. In the event a component or piece of equipment fails, and new replacement parts are no longer available from the Manufacturer, or through normal third party parts suppliers, the Contractor shall be responsible to have the subject component either repaired, or rebuilt through custom fabrication at no additional cost to the Owner. Alternatively, the Contractor may replace the component with a component of similar design, but of equal safety performance and without adversely affecting system compatibility or operation, again without additional cost to the Owner.
2. In the event a replacement component requires extensive lead time (i.e. fabrication of replacement worm and gear set on an existing Armor geared machine), then the Contractor must advise the Owner shall pay for the material portion of new replacement component of a different design, in excess of the original part's value. The Owner shall pay the actual invoice value of the new part less the estimated value of the old part if it were to be purchased from the OEM or third-party supplier plus the applicable tax and 20% profit and handling. The Contractor shall provide all field labour and adjusting services to install the new replacement component, without any cost to the Owner.
3. The Owner reserves the right to obtain competitive quotes from qualified elevator service and maintenance companies should it determine that pricing being submitted by the Contractor is not in keeping with marketplace conditions, or does not reflect fair value for the work required. In such instances, the Owner shall advise the Contractor, giving it the option of revisiting its service work proposal, failing which, the Owner shall award the work to another service provider, without penalty or claim from the Contractor.
4. Such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement.

**23.0 HOURS OF WORK AND RESPONSE TIME**

1. Regular hours of work for the maintenance contract, under the terms of this Agreement shall be between 07:00 and 17:00 hours, Monday to Friday, statutory holidays excepted.
2. The equipment shall not be shut down for normal servicing or otherwise removed from service for maintenance purposes during peak traffic periods, Monday to Friday, statutory holidays excepted.
3. Provide 24-hour callback service without additional charges to the Owner.
  1. The Contractor is to provide certification to the Owner to show evidence of the successful completion of each emergency call responded to, stating briefly the hours worked, the nature of the problem, and the action taken to correct the problem. If the Contractor arrives on site and the unit is working, the Contractor must inspect the unit before leaving. If an appropriate Owner's representative is present during the emergency call, the Contractor is to secure a signature of the Owner's representative as evidence of the Contractor's entering the Owner's property for such an emergency call.



4. Provide emergency response time to remove trapped persons of thirty (30) minutes maximum at any time of day or night. Should a call be placed to the Contractor to remove trapped passengers from the confines of the equipment after the Owner's regular working hours and the person(s) is released from the elevator prior to the arrival of the Contractor's representative, no additional charges will apply. The Owner agrees that in the event a trapped person is released from the elevator after a service call has been placed, the Owner will immediately contact the Contractor and advise the same.
  - .1 "Response Time" shall be the elapsed time recorded from the time a request for callback service is placed with a Contractor's answering or dispatch service, until the Contractor's field technician arrives at that unit to commence the required remedial actions.
5. Provide emergency response time for emergency callbacks (not including trapped passengers) of thirty (30) minutes maximum during regular working hours and one (1) hour maximum after 5:00 PM or on weekends.
5. Answer non-emergency call backs within sixty (60) minutes from receipt of call during regular working hours - 7:00 AM to 5:00 PM.

#### 24.0 GENERAL SPECIFICATIONS

1. These Specifications are designed to prolong the life of the elevators, provide trouble-free service and maintain the elevators in substantially safe condition. These Specifications are to be considered as a minimum standard reflecting satisfactory and safe conditions to which the maintaining Contractor must work and are in no way intended to limit his responsibility or duties.
2. A complete copy of the Elevator Specifications must be kept in a machine room and readily available to the maintenance mechanic in order to properly implement the preventive maintenance program. These Elevator Specifications must be located on campus in a common parts supply room no later than the end of the first month of the contract.
3. Assume immediate responsibility for the repair and cleanliness of The Equipment upon start of the contract.
4. Maintain all equipment, including accessories, in a safe, clean and operational condition.
5. Maintain the elevators to provide trouble-free service including an operation level of better than 98% and a Call Back rate of better (less) than 0.4 per elevator per month.
6. The Contractor shall report to the Central Heating Plant prior to commencing work on site and again upon completion of work. Upon completion of any work, the Contractor shall leave with the Owner's representative, or if not available, with the Plant Shift Engineer, a time ticket containing the following information:
  1. Location
  2. Date
  3. Start and stop times
  4. Elevator number on which work was performed

5. Description of specific work completed.

7. All time tickets are to be signed by an on-site representative of the Owner preferably by the Supervisor located at the Heating Plant.
8. Obtain a Hot Work Permit from the Owner for any cutting, grinding, welding or any type of work which creates sparks or an open flame.
9. Once in each twelve (12) month period throughout the term of this contract, assist The Owner with smoke/heat detector testing by supervising the access of others into the elevator shafts. For example, assist with the testing of the smoke detectors located at the top of the elevator shafts. Testing may be carried out during off-hours. Additionally, provide Provincial Inspector access to machine spaces as required to carry out inspections. This work shall be carried out at no additional cost to the Owner.
10. In cases where it becomes necessary to remove a device from service, post an approved bilingual notice at each landing clearly advising that the unit is under maintenance. Store notices on site when not in use.
11. The Contractor is not be responsible for the repair or replacement of damaged parts caused by the malicious action of others.
12. The Contractor is not liable for any loss, damage or delay caused by acts of government, strike, lockout, riot, civil commotion, war, malicious acts by others, acts of God or any other cause beyond his reasonable control.
13. Maintain during regular working hours the elevating devices, including accessories. Carry out examinations, lubricate, adjust, clean and as conditions warrant, repair or replace any parts of the installations with the exception of those items specifically excluded by this contract.
14. Maintain the Equipment to satisfy codes in force at the time of this tender as established by the relevant Federal, Provincial and/or Municipal government departments. Comply with directives issued by inspection authority. Innovations or new safety devices required by law or desired by The Owner shall be offered by The Contractor at The Contractor's cost for parts plus 10% overhead and profit.
15. Monitor and be aware of changes to the Ontario Elevating Devices Act and Regulations, Elevating Device Branch Director's rulings and B44 code. Notify the Owner in writing of relevant changes and submit estimated costs of the necessary modifications involved. Provide modifications only after receiving written approval from The Owner.
16. Do not permit an accumulation of oil or grease on any component so as to represent a fire hazard or slip hazard.
17. Do not permit equipment to operate if any safety device is inoperative. Jumpers used for troubleshooting or adjusting shall be of bright colour, not green.
18. At the first scheduled examination, check lubrication, fusing, grounding, signals, and cleanliness of The Equipment.

19. Employ Bilingual "Out of Service - Do not close switch or remove tags" signs on the disconnect of any elevators placed out-of-service.
20. Do not carry any materials on top or under the elevators except for the express purpose of maintaining the elevators.
21. Retain original fusing arrangements on all circuits.
22. Be responsible for replacement of the mainline fuses in the machine rooms.
23. Advise Owner's representatives on site when arriving and departing the premises.
24. Make available a full fire extinguisher when using lubricants or flame-type tools.
25. Maintain machine room clean and free of rubbish or loose parts. Broom sweep and mop rooms when required. Do not leave covers off controllers, motors, tanks, etc. between examinations.
26. The Contractor shall test the safety operating equipment as often as required by, and in a manner acceptable to Technical Standards and Safety Authority (TSSA), Elevating Devices Branch. The Contractor shall assist TSSA., Elevating Devices Branch as required by them in the performance of their inspections and tests at no extra cost to the Owner.
27. The Contractor shall comply with all instructions from the Elevating Devices Branch, Technical Standards and Safety Authority within the time limits specified on their report and advise the Owner and Elevating Devices Branch upon completion.
28. Where voluntary compliance is allowed to complete an inspection report, the Contractor shall be required to complete the report in the time provided and where additional time is required, the Contractor shall request reasonable extension periods. When completed, the Contractor shall submit the voluntary reporting of compliance to the T.S.S.A. and copy the Owner. Should the Contractor not be able to complete the deficiencies due to a delay by the Owner in notifying the Contractor of the deficiencies, the Contractor shall so advise the Owner.
29. Should the deficiencies consist of items not covered by the terms of this contract, the Contractor shall immediately advise the Owner and request direction with regard to these items.
30. Non-compliance with the foregoing shall render the Contractor liable for any re-inspection fees.
31. Maintain effective communication with The Owner relevant to regular maintenance, scheduled repairs and unexpected shutdowns of The Equipment. No unit may be out of order more than ten (10) hours without The Owner's ongoing permission.
32. Carry out regularly scheduled preventive maintenance and scheduled major repairs either during regular working hours or in off-hours with the prior written approval of the Owner.

- .1 The Contractor shall request in advance, by email, access to an elevating device or establish an agreed upon maintenance visit schedule with the Owner that shall be adhered to for proper planning of future elevator maintenance.
- .2 Re-scheduling of regular maintenance or repairs due to events taking place in the various buildings shall be carried out at no cost to the Owner.
33. Notify the Owner without delay of any necessary repairs or hazardous conditions not the responsibility of The Contractor.
34. The Contractor shall, as part of this contract and at no additional cost to the Owner, test the Firefighter’s Emergency Operation and emergency power at least once every 12 months.

Firefighter’s Emergency Operation shall be tested in accordance with TSSA, Elevating Device Code Adoption Document Amendment Ref. # 295/22. The tests performed shall utilize the “Maintenance Checklist for Firefighter’s Emergency Operation - Record of Inspection Checks” form attached to the above noted document. A completed copy of these annual tests shall be maintained in the logbook.

Should any test fail, the Contractor shall report the same to the Authorities and to the Owner, including the reason for the failure and what remedies have been taken to correct the problem.
35. Maintain equipment to provide an overall operation level of 98.0% minimum as determined by the following formula:  
$$\frac{(\text{Total Time available for all units} - \text{Down Time for all units})}{\text{Total Time available for all units}} \times 100 = \text{Operation Level}$$

Time out of service for maintenance or scheduled repairs, units being removed from service by others or repairs resulting from conditions beyond the control of The Contractor are not included as Down Time.
36. The Contractor will be responsible to pay all extra or overtime costs from repair shops i.e.: Machine Shops, Motor Rewind Shops relating to after-hours work required to return critical elevators to service as soon as possible. A critical elevator would be as a minimum: single elevator in a building, or more than 50% of the elevators in a group out of service.
37. Do not permit an accumulation of oil or grease on any component so as to represent a fire hazard or slip hazard.
38. In the event of an incident or accident on an elevating device as covered under this Agreement, the Contractor shall immediately notify the Owner and the Provincial regulatory Authority applicable for the building in question. A detailed written explanation and record of how and why the incident or accident took place shall be submitted to the Owner within 24 hours following the incident or accident wherever possible. In the event the investigation of events is still underway 24 hours following an incident or accident, the Contractor shall provide daily updates to the Owner as to the

progress of the investigation. The Contractor shall assist the Owner in its reporting of such incidents/accidents to the regulatory authorities and shall advise the Owner of all regulatory requirements and accident/incident reporting expectations at no additional charge to the Owner.

39. The Contractor shall advise the Owner, in writing, of any conditions affecting access to elevating devices machinery space, or any other environmental factors that may adversely affect equipment operation and reliability. Items that the Contractor must immediately advise the Owner shall include water infiltration into equipment spaces, faulty electrical devices (receptacles, disconnect switches, fire alarm initiating devices, light switches), excessive/insufficient heat and humidity in machinery spaces and machine room doors not being self-locking and self-closing.
40. Should the Contractor require the services of the original installer of the equipment or the manufacturer in order to properly service or repair an elevator which for whatever reason the Contractor cannot fix or repair, all costs involved shall be the responsibility of the Contractor. The Owner will not pay for any costs relating to the services of another contractor or the original manufacturer in order to return the elevator to service as quickly as possible.

### **23.0 CAR TOPS**

- .1 The top of cars shall be kept free of dirt, oil or grease, and shall not be used for storing lubricants, tools or other material not required for the operation of the elevator. Car tops and crossheads shall be painted at least once every two years
- .2 Provide a minimum of two operational lights on each car top.
- .3 Within the first six months of the contract, wash off the car top, paint complete car top and crosshead.

### **24.0 HOISTWAY, PITS AND MACHINE ROOMS**

1. Rails shall be kept clean and free of lint and dirt accumulation. Where necessary, a non-flammable or highpoint solvent shall be used to remove excess lubricant, lint and dirt which may accumulate on them and present a hazard in case of fire in the hoistway.
2. Machine room floors shall be kept clean and free from oil or grease. Articles or materials not necessary for the maintenance or operation of the elevators shall not be stored in the machine room. Access doors shall remain closed and locked, except during periods when a qualified person is in the machine room.
3. Identify all elevator machine room equipment including disconnect switches by their respective elevator numbers (Not Alphabetical). The numbers should be white decals approximately 50 mm in height.
4. Within the first six months of the Contract, The Contractor shall wash, degrease and paint complete elevator machine room floor and elevator pit floor. The Contractor shall provide a schedule to the Owner prior to carrying out this work.

## **25.0 PERFORMANCE AND TESTS**

1. In accordance with safe practice, ensure full load capacity, full car speed in feet per minute including smooth acceleration, deceleration, door opening and closing times.
2. Maintain equipment to perform to the original design specifications including door movement times, flight times, dwell times, lateral and horizontal accelerations and noise levels.
3. Carry out periodic inspections and tests of the devices. Correct any deficiencies.
4. Carry out a test of the under car safety device in accordance with requirements of Code enforcing authorities. The test shall be carried out at least once (1) per year
5. Test the pull through force of the governor after the replacement of any governor rope
6. After the completion of painting, test all parts and switches for proper operation.
7. The Contractor shall provide, at no cost to the Owner, necessary cooperation, assistance and personnel for inspections of the Equipment by the Authority Having Jurisdiction, The Consultant, The Owner or the Owner's personnel.
8. The Contractor will rectify any deficiencies listed in the Consultant's report and will provide a schedule to the acceptance of The Owner outlining the completion date for each item.
9. In the course of routine maintenance or trouble shooting, refrain from altering adjustments that will negatively affect the optimal performance level of the elevator. Do not decrease car speed, acceleration/deceleration, dwell times, door operator speeds, brake spring or lift settings. If changes or adjustments are deemed necessary, arrange for a qualified adjustor, experienced on the equipment in question, to review and make the required re-adjustments.

## **26.0 PARTS COVERAGE**

The Contractor shall be responsible for the repair or replacement of the complete elevator installations including the following:

Elevators:

Machines, motors, sheaves, worms, gears, relays, wiring, solid-state boards, solid state motor drives, transformers, chokes, filters, pumping units, control valves, hydraulic fluid, seals, glands, thrusts, bearings, brake coils, brake linings, door operating equipment, car thresholds, guide shoe gibs or guide rollers, guide rails, ropes and equalization or rope tension, conductor cables and associated equipment, push buttons, hall fixtures, directional lights, fans, emergency light units, cab lighting ballasts and bulbs or tubes (if

not accessible from the cab interior), alarm bell units and all other mechanical and electrical parts required for the operation of the elevators.

The following items are not included in the contract, as such, the Contractor will not be held responsible for the maintenance of this equipment.

Renewals or repairs necessitated by reason of malicious damage, negligence of misuse of the equipment by persons other than the Contractor(s), his representatives or employees, or by reason of any other cause beyond the control of the Contractor(s) shall be excluded from the contract and shall not be included in the contract price quoted. Such incidents shall be considered on a time and material basis and must be approved by the Owner prior to commencement.

Elevators:

Car enclosure, car lighting that is accessible from the cab interior, floor coverings, handrails, suspended ceilings, inground hydraulic cylinders and buried piping, hoistway enclosure, hoistway frames and hoistway door sills. The Contractor shall, however, rectify any part that may become loose or misaligned due to normal use.

All Equipment:

Any damage not caused by wear and tear including overloading beyond 110% of posted capacity, vandalism, reckless use and power supply fluctuations.

The contractor accepts the age of the elevator equipment at the time of signing the contract and agrees to maintain these elevators for the term, without the necessity to modernize due to obsolescence, except as per written exceptions attached to the tender.

## **27.0 JOINT SURVEY**

- .1 The Contractor shall provide a representative in a supervisory position to accompany the Owner representative on a complete survey of all equipment and installations. These surveys shall each take place at approximately the following time/dates:
  - a) Four (4) months after the commencement of the contract period
  - b) One (1) year after the commencement of the contract period annually thereafter.
  - c) Four (4) months prior to the end of the contract period
- .2 Should the contract be extended for a further or subsequent period(s) the survey(s) shall take place at approximately the mid-point of the extended period(s).
- .3 The purpose of the survey will be to establish the standard of Preventative Maintenance being performed and to determine if any corrective actions are required.

## **28.0 SPARE PARTS AND PART REPLACEMENT**

- .1 Supply all lubricants and cleaning solvents. Supply a cabinet in each elevator machine room for storing spare parts, supplies and clean wipers.

- .2 Provide the Owner with MSDS sheets for all substances used in the maintenance and/or repair of the elevating devices irrespective of where the substances are stored.
- .3 The Contractor shall maintain an inventory of parts and supplies to ensure uninterrupted performance of the Work
- .4 Contractor shall use OEM Parts, or approved equivalent, under no circumstances shall the Contractor, in the opinion of the Owner, downgrade, adjust in any detrimental fashion or make repairs or equipment replacements with components that would detract from the original design intentions of the original equipment manufacturer or use proprietary parts or equipment. The Contractor shall immediately advise Owner of any requirements, Agreement conditions or specified work routines that are not in conformance with, or detract from, the safe operation of the elevating devices equipment. Furthermore, the Contractor shall advise Owner of any items that will adversely compromise equipment safety or the original equipment manufacturer's design intentions or equipment limitations.
- .5 If, at any time during the term of the Contract, the Contractor is found to be negligent whereby common parts are not readily available to the Contractor's staff, and the absence of said part(s) causes a delay in service where otherwise the delay could have been avoided, the Owner's Representative will notify the Contractor in writing and instruct the Contractor to make the part in question, an inventory controlled item for use by this Contract following this. The Contractor must demonstrate to the satisfaction of the Owner's Representative that the parts are available as an inventory-controlled item, if requested.
- .6 No parts, supplies or labour will be supplied by the Owner.
- .7 The Owner will not provide any assistance in the procurement of or allotment of any parts or supplies. The Contractor shall make its own arrangements for the supply of parts and supplies required for the performance of the Work.
- .8 Provide in each machine room the following minimum inventory of spare parts.

**QUANTITY ITEM**

- |    |   |
|----|---|
| 5  | Fuses of each size used in the controllers                                      |
| 2  | Fuses of each size used in the mainline disconnect                              |
| 5  | Springs, stationary contacts and movable contacts for stopping switch (if used) |
| 2  | Hall and car push button switches or contacts                                   |
| 2  | Hall door sheaves   |
| 1  | Car door sheave   |
| 10 | Galvanized air cord   |
| 2  | Hall door pick-up rollers   |
| 2  | Sets of magnetic switch contacts  |
| 2  | Hall door gibs  |



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2	Car door gibs
2	Door lock beaks
2	Sets of hall door lock contacts
4	Controller relay electrical coils
10	Light bulbs for each type of signals
2	Car door operator belts
2	Gland Packings

Inventory to include an adequate supply of oil, cleaning solvent and rags.

5. Maintain in a local warehouse, major parts such as door motors, retiring cam coils and motors, brake linings and coils, magnetic and mechanical limits, rectifiers, transformers, door protection devices, door hangers and guides, coils for controller switches, clutches and rollers, electronic tubes and timers, solid-state boards, guide shoes and roller guides. This list does not limit the stock necessary to provide efficient supply.

## 29.0 MAINTENANCE CONTROL PROGRAM

- .1 Provide a written Maintenance Control Program for each device to maintain the equipment in compliance with the requirements of this document, CAD 295/22 (latest amendment) and Section 8.6 of the B44 Code.
- .2 The Maintenance Control Program shall consist of but not be limited to:
  1. Examinations and maintenance of equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of this document. The maintenance procedures and intervals shall be based on
    1. equipment age, condition, and accumulated wear
    2. design and inherent quality of the equipment
    3. usage
    4. environmental conditions
    5. improved technology
    6. the manufacturer's recommendations for any SIL rated devices or circuits
  2. Cleaning, lubricating, and adjusting applicable components at regular intervals and repairing or replacing all worn or defective components where necessary to maintain the installation in compliance with the requirements of this document.
  3. Tests of equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of this document.
  4. All Code required written procedures (e.g., check out, inspection, testing, and maintenance).

3. The instructions for locating the Maintenance Control Program shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to the responsible party.
4. The logbook shall be kept at a central location in the machine room, control room, control space or at the device location. If it is kept in another location in the building, a notice will be posted in the machine room indicating the alternate location.
5. The Maintenance Control Program shall be accessible to the elevator personnel and shall document compliance to the Code and this document.
6. Procedures for tests, periodic inspections, maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits shall be incorporated into and made part of the Maintenance Control Program

### **30.0 SYSTEMATIC MAINTENANCE**

1. As a minimum, carry out inspections and tests in accordance with this document and the following:
  1. Section 8.6 of the ASME 17.1-2019/CSA B44-19 Safety Code for Elevators and Escalators, including latest Supplement
  2. CSA Standard B44.2 Maintenance Requirements and Intervals for Elevators, Escalators, Dumbwaiters, latest Supplement
  3. CSA B355:19, Lifts for Person with Physical Disabilities.
  4. Elevating Devices Code Adoption Document - Amendment 295/22, including all latest amendments
  5. Technical Standards and Safety Act 2000, S.O. 2000, c.16
  6. Ontario Regulation 209/01 Elevating Devices
  7. ASME A17.6 - Standard for Elevator Suspension, Compensation and Governor Systems
  8. Ontario Regulation 222/01 Certification and Training of Elevating Devices Mechanics
  9. All active T.S.S.A. rulings and Orders.
  10. Maintenance Control Program (MCP)
2. During each examination, ride the elevators to note general operation including floor levelling, smooth movement of cabs, correct operation of car and hall stations, operation of car lighting, operation of indicator lights/lanterns/gongs, elevator door movement and functioning of door protective devices.
3. During each examination pay particular attention to relays and switch contacts known to require frequent replacement.
4. During each examination, correct obvious malfunctions or hazards to the safety of passengers.
5. Replace all guarding upon completion of maintenance tasks and prior to leaving the site.

**MONTHLY INTERVALS**

1. Make any necessary adjustments, lubrication and replacements to door operator, chains, door protective devices, hangers, tracks and door closers.
2. Remove covers and inspect all hoistway door interlocks.
3. Remove covers and inspect car gate electrical contacts.
4. Inspect and test car door re-opening devices.
5. Inspect all vision panels.
6. Inspect and test operation of hoistway access switches.
7. Check roller guides or guide shoes for tightness and coverage.
8. Check and replace any defective signal lamps.
9. Check and adjust levelling accuracy of cars.
10. Check and adjust car ride qualities.
11. Inspect car and hoistway door eccentrics, gibs, and hoistway door retainers.
12. Inspect all hoistway door pick-up rollers and assemblies.
13. Inspect car door clutch, retiring cam and related fastenings.
14. Inspect and adjust or replace any defective or loose lower guides on car and hoistway doors.
15. Inspect pits for presence of water.
16. Test emergency stop buttons, with handicapped lifts running in each direction.
17. Check and adjust running clearances on handicapped lifts so they do not exceed the maximum allowable by Code.
18. Check for snag hazards including protruding fasteners.
19. Verify illumination at lift landings.
20. Governors shall be examined and operated by hand to determine that all parts, including the rope-grip jaw and switches, operate freely, are not excessively worn, and are free of paint.
21. Inspect the oil level in the tank and record any addition or removal of oil.
22. Examine and clean the machine room equipment and floor.

### **TWO MONTH INTERVALS**

1. Thoroughly clean off car top and crosshead.
2. Clean out the pits

### **THREE MONTH INTERVALS**

1. Check car and hall stations for fastenings and condition of buttons.
2. Test the emergency recall operation to recall floor and in-car emergency service for proper operation.
3. Test the car emergency lighting system.
4. Check the quality of the machine fluid, replace if necessary.
5. Adjust controller contacts.
6. Check counterweight runby.
7. Check the quality of the hydraulic fluid, replace if necessary.
8. Check tension and fastenings of all wire ropes including shackles, wire rope clips and rods. Equalize Ropes and tighten any fastening. Ensure rope clips are not rubbing against each other.
9. Check the strainer cover for secure fastening, on the oil suction inlet in the tank. Tighten and secure as required
10. Check packing glands of valves and cylinders and tighten or replace as necessary to prevent excessive loss of fluid. Oil leakage collected from the cylinder packing gland shall not exceed 20 L (4.5 gal) before removal

### **SIX MONTH INTERVALS**

1. Vacuum or blow out controllers, front and rear, check relays on controllers, and electrical and mechanical operation of selectors.
2. Check output voltage of rectifiers on controllers; correct if necessary.
3. Check fastenings, operating rollers, and cams of all hoistway limits and safety operating switches.
4. Check car and counterweight guides for wear; change if necessary.

5. Thoroughly inspect all buffers and buffer fastenings in the pit. Report on any damaged or rusted equipment.
6. Inspect all hoistway and car door hangers, inter-connecting means and closing devices.
7. Check hoist rope length to determine if the ropes have stretched preventing the car from reaching the top floor stopping limit when the counterweight reaches the buffer in the pit. Take necessary immediate action to correct.
8. Test the car door closing force and kinetic energy, adjust to comply if required.
9. Inspect governor sheaves in the pit to see if ample clearance exists under the tension weights.
10. Remove covers from governor. Thoroughly clean and lubricate all pivot points. Replace covers.
11. Blow out motors, windings and lubricate bearings

#### TWELVE MONTH INTERVALS

1. Check top of all main rails to verify that rails are not in contact with top of hoistway. Take corrective action where required.
2. Inspect total length of travelling cable for wear and travelling cable hangers for tightness.
3. Clean down all hoistway equipment, including hoistway ledges, projections, lubricate all hangers, and check brackets, rail fastenings and entrance fastenings.
4. Inspect door operator motor brushes and clean and change brushes if necessary. Inspect all door operator linkages and lubricate at pivot points.
5. Have competent supervisory personnel inspect the installation to determine if examiner is performing properly and that all work has been in accordance with specifications. This examination to include tachometer test of speeds in both directions and any necessary adjustments made to obtain original contract speeds in keeping with safe practice.
6. In the presence of The Owner's representative, demonstrate:
  - .1 firefighter's emergency operation;
  - .2 audio equipment;
  - .3 emergency power operation;
  - .4 independent service operation and any other emergency service operation;
  - .5 dispatching features, together with door protection features.
7. Remove covers from all limits, locks, magnetic switches, safety switches, tape switches; examine all parts for corrosion, wear, breakage; clean and correct any faulty materials; reinstall covers

8. Test all redundancy circuits to verify their proper operation. Record results of test in logbook.
9. Clean and test safety switches.
10. Dismantle machine brakes, clean linings and pulley, lubricate all pins and, if applicable, the magnet cores.
11. Examine all components relating to free-fall, overspeed, and uncontrolled motion.
12. Test governor tripping speed for governors that cannot be sealed.
13. Inspect wire ropes to determine if the ropes are being affected by corrosion, to ensure the nominal diameter of the rope(s) is not reduced, that there are not any flat spots on the ropes, that there is not an uneven distribution of wire breaks among the wire strands and that the number of wire breaks in each rope lay does not exceed that allowable by Code.
14. Check all wire ropes for breakages, loss of diameter and tension. The ropes shall be lubricated if necessary and shall be replaced immediately as specified in the latest edition of the ASME 17.6 Standard for Elevator Suspension, Compensation, and Governor Systems.
15. The replacement of all hoisting or compensating ropes must be carried out at a time that is acceptable to the Owner. The Proponent is to pay for all costs including overtime required for the rope replacements. The Owner will not be responsible for any overtime costs.
16. Test door closing force of horizontally sliding doors, car door restrictors and door closing time.
17. Test the relief valve setting for compliance. Re-seal valve if seal is broken.
18. Visually inspect exposed hydraulic cylinders. Cylinders which are not exposed shall be tested for leakage.
19. Check and adjust valves as per manufacturer's recommendations.
20. Test the battery-operated emergency lowering feature to ensure that the elevator will not descend when the mainline disconnect switch is in the OFF position.
21. All elevators provided with firefighters' emergency operation shall be tested on Phase I and Phase II with a minimum of one (1) floor operation on Phase II. Rectify any deficiencies noted during this test. Complete sign and date the TSSA "Maintenance Checklist for Firefighter's Emergency Operation - Record of Inspection Check".
22. Adjust the speed control to provide smooth acceleration and deceleration within the design limitations of the equipment
23. Maintain contract speed within + or - 5% of rated contract speed for variable voltage, variable frequency, and direct drive type equipment.

24. Carry out all Category 1 tests identified in the CAD document.
25. Check cathodic protection provisions to ensure proper operation. Where monitoring unit shows a fault condition, advise the Owner in writing of this condition. Repair or replacement of defective corrosion protection provisions is not included under the scope of this Work.

### **THIRTY-SIX MONTH INTERVALS**

1. Wash off all elevator machinery in machine room. Paint all machinery with Low Odour machinery enamel. Colour to suit Proponents Corporate paint colour.
2. For geared machines, drain the gear case oil, flush out gear case, refill with new approved type gear oil.
3. Carry out all Category 3 tests identified in the CAD document.

### **SIXTY MONTH INTERVALS (only applicable if Option Year 2 is exercised)**

1. Test governor pull-through force to verify that the governor rope pull-through force is at least 67% greater than the force required to activate the safety or to trip the governor-rope releasing carrier, and not greater than 20% of the ultimate strength of the governor rope.
2. Test the tripping speed of the governor and the setting of the overspeed switch.
3. Test governor pull-through force each time that the seal on the governor is disturbed or there is indication that the pull-through force does not conform to Code, and after the governor rope is replaced.
4. Test oil buffers for the car and counterweight.
5. In addition to the tests identified above carry out all Category 5 tests identified in the CAD documents.
6. For installations where a “life Jacket” hydraulic plunger safety device is installed, test the over-speed and loss of pressure devices with the full load in the car as per manufacturer’s recommendations and procedures.
7. Test the overspeed valve (where provided) for compliance. Re-seal valve if seal is broken.
8. In addition to the tests identified above carry out all Category 5 tests identified in the CAD document





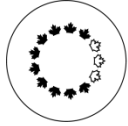
<b>Building:</b>	<b>ABC Building 123 XYZ Street Ottawa, ON K1P</b>	<b>Contractor:</b>	<b>Ottawa Elevator 456 DEF Street Ottawa, ON K1G 2B2 613-777-8888</b>
<b>TSSA #:</b>	<b>123456</b>	<b>Mechanic:</b>	<b>John Doe, Bob Lift</b>
<b>Type:</b>	<b>Geared Traction</b>		
<b>Three Month Intervals</b>			
Car and Hall Station Buttons			
Firefighter’s Emergency Operation			
Emergency Lighting			
Hydraulic Fluid			
<b>Six Month Intervals</b>			
Controller, Selector			
Rectifier Output Voltage			
Hoistway Limits, Safety Switches			
Roller Guides or Guide Shoes			
Buffers			
Hoistway and Car Door Hangers			
Car Door Closing Force			
<b>Twelve Month Intervals</b>			
Travelling Cable and Hangers			
Hoistway Clean Down			
Door Operator			
Contract Speed			
Firefighter’s Emergency Operation			
Emergency Power Operation			
Emergency Lighting			
Audio Equipment, Security			
Dispatching			
Redundancy Circuits			
Machine Brakes			
Safety Switches			

<b>Building:</b>	<b>ABC Building 123 XYZ Street Ottawa, ON K1P</b>	<b>Contractor:</b>	<b>Ottawa Elevator 456 DEF Street Ottawa, ON K1G 2B2 613-777-8888</b>
<b>TSSA #:</b>	<b>123456</b>	<b>Mechanic:</b>	<b>John Doe, Bob Lift</b>
<b>Type:</b>	<b>Geared Traction</b>		
Governor			
Uncontrolled Motion Protection			
Hoisting Ropes			
Door Closing Force			
Door Restrictors			
Relief Valve			
Hydraulic Cylinders			
<b>Sixty Month Intervals</b>			
Governor			
Oil Buffers			

## ANNEX B – MANDATORY REQUIREMENTS

- I. Bidders must ensure full compliance with the following mandatory requirement.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidder's should indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled "Page Number" for all information included.

Item	Requirement	Reference to Technical Bid (page number)
M1	Bidder must provide a licenced elevator technician/mechanic while performing the work on site.  <b>Bidder must demonstrate they meet this mandatory requirement by providing a copy of their valid certification(s) for licensed elevator technician(s)/mechanic(s).</b>	



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## INSTRUCTIONS TO TENDERERS

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### 1. Address

The tender shall be sent **By email to:** [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca)

### 2. Delivery of Tenders

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

### 3. Non-Mandatory Site Visit

A **NON-MANDATORY** site visit will be held on **December 2, 2022 at 10:00 am (EST)**.

Bidders must communicate with the Contracting Authority no later than **December 1, 2022 at noon** to confirm attendance and provide the name(s) of the person(s) who will attend.

The contracting authority will communicate the site visit location and details by email once attendance has been confirmed. All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.

### 4. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

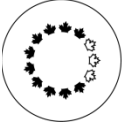
In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

### 5. Revision of Tenders

The tenderer may revise his tender by email received before the tender closing date and time.

Changes must be clearly identified.

### 6. Completion of Tender/Contract Form



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## INSTRUCTIONS TO TENDERERS

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Insert prices for as shown on the Tender/Contract form in Clause III.

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

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

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

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

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

### 7. Insurance

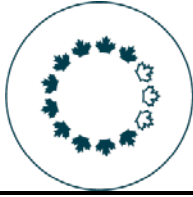
The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise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

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

### 8. Applications for Approval Certificates

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

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



## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

1. the "NCC Technical Authority" means such person as may be specifically designated by or on behalf of the Chief Executive Officer and/or Executive Director upon the award of this contract.
2. "work" includes the whole of the works, labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

### 2. Assignment and Subcontracting

The contractor will not subcontract any of the services.

### 3. Indemnification

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

### 4. Property of the National Capital Commission

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

### 5. Permits and By-Laws

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

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## **GENERAL CONDITIONS**

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### **6. Canadian Labour and Materials**

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

### **7. Publicity**

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

### **8. Materials, Equipment, etc. to become Property of the National Capital Commission**

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

### **9. Contractor's Superintendent and Workers**

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

### **10. Co-operation with other Contractors**

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the NCC Technical Authority. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the NCC Technical Authority the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty (30) days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 19.

### **11. Claims Against and Obligations of the Contractor or Subcontractor**

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the NCC Technical Authority with a Statutory Declaration

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## GENERAL CONDITIONS

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deposing to the existence and condition of such claims and obligations when called upon to do so.

2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 17 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### **12. NCC Technical Authority's Rights and Obligations**

The NCC Technical Authority shall:

1. have access to the work at all times during its execution and the Contractor will provide the NCC Technical Authority with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The NCC Technical Authority shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 19 hereof.

The Contractor shall comply with any decision or direction of the NCC Technical Authority given under this section.

### **13. Delay, Non-compliance, or Default by the Contractor**

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

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the National Capital Commission may, if the default continues for six (6) days after notice in writing of default has been given to the Contractor by the NCC Technical Authority, terminate the contract in accordance with Section 16.

### **14. Changes in soil conditions, National Capital Commission delays**

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the NCC Technical Authority that the additional cost, loss or damage is directly attributable to:



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## GENERAL CONDITIONS

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- i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
  - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the NCC Technical Authority a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Section 19.
2. If, in the opinion of the Technical Authority, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Clause 1 of the Offer and Agreement.

### **15. Protesting NCC Technical Authority's Decision**

If the Contractor, within ten (10) days of receiving any decision or direction of the NCC Technical Authority, gives written notice to the NCC Technical Authority that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 19, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

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

1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days, the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the NCC Technical Authority shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the NCC Technical Authority may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.

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## GENERAL CONDITIONS

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4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 19 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 24.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **17. Security Deposit**

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

### **18. No Additional Payment**

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

### **19. Determination of Costs**

For the purposes of Section 10, 12.3, 14, 15 and 16.4, the amount payable to the Contractor shall, subject to the provisions of Section 24.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the NCC Technical Authority and the Contractor may mutually agree on the amount payable. Failing such agreement, the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the NCC Technical Authority.

### **20. Records to be Kept by Contractor**

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two (2) years from the date of issuance of the Final Certificate of

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## GENERAL CONDITIONS

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Completion under section 23 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.

3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

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

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

### **22. Cleaning of Work**

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the NCC Technical Authority.

### **23. NCC Technical Authority's Certificates**

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

### **24. Payment**

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 10, 12.3, 14.1, 16 and 18 minus the aggregate of any payments by the National Capital Commission under Section 11 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 3, 4, 8, 12.3, 13, 14.2, 16.3, 18 and 21.
2. In the case of a unit price contract:
  - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 3 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the NCC Technical Authority's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.

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## GENERAL CONDITIONS

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- ii) The NCC Technical Authority and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the NCC Technical Authority and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 19 hereof.
  
- 3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the NCC Technical Authority at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 95% of the value of the work certified by the NCC Technical Authority in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any. When a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the NCC Technical Authority.
  
- 4. Sixty (60) days after the issue by the NCC Technical Authority of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
  
- 5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 11, surety bond or security deposit pursuant to Clause 2 of the Offer and Agreement.
  
- 6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
  
- 7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within sixty (60) days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
  
- 8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

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## GENERAL CONDITIONS

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**25. Correction of defects**

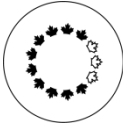
Should the Contractor receive notice from the Technical Authority requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect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

**26. Liability Insurance**

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

**27. Workers Compensation**

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



**Occupational Health and Safety Requirements**

**1. General**

**1.1** In this Contract “OHS” means “occupational health and safety”.

**1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.

**1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:

1.3.1 health and safety of persons on site;

1.3.2 safety of property on site;

1.3.3 protection of persons adjacent to the site; and,

1.3.4 protection of the environment.

**1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:

(a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;

(b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;

(c) Applicable provisions of the *Canada Labour Code, Part II*;

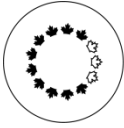
(d) Employment standards legislation in the province(s) in which any part of the work is performed; and

(e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.

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

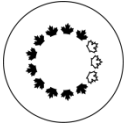
**1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.

**1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the



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- 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.



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**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**

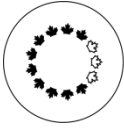
- 4.1 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:
- (a) A copy of the contractor's OHS policy;
  - (b) A safety program and plan specific to the work 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





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

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



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## SECURITY REQUIREMENTS

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NCC Corporate Security reserves the right to not award the Contract until such time as the contractor's personnel core employees, **as well as any recurring subcontractors**, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **SECRET** <sup>(1)</sup>

***(1) For operation needs, with advice or assistance from NCC Corporate Security, the security level CAN be upgrade on the basis of the sensitivity of the information and assets that need to be accessed during this contract.***

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security 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 Contracting Authority, 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.

### **Security screening of individual**

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

### **Fingerprinting**

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1<sup>st</sup> 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

### **Company Security Officer**

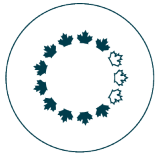
The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

- They must be employees of the contractor's firm

### **Responsibilities of the Company Security Representative**

The CSO responsibilities are the following:



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- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC 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 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
  - The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors
  - Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.
  - When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.
- If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

### **Access to site**

All visits to site shall be coordinated with and approved through NCC Corporate Security.

### **Confidentiality and Safeguarding**

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.