

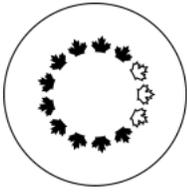
NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE # : MA064

HOG'S BACK SWING BRIDGE
MAINTENANCE SERVICES CONTRACT

ADDRESS INQUIRIES TO: Micheline Al-Koutsi Sr. Contract Officer micheline.al-koutsi@ncc-ccn.ca	CONTRACT NO.: (NCC use only)
BID CLOSING DEADLINE: March 15, 2023 at 3:00pm DST	
RETURN TENDERS TO Submit offer on this tender / contract form and return to: Tenders must be e-mailed	Procurement Services National Capital Commission → Bids-Soumissions@ncc-ccn.ca Please refer to NCC Tender file # MA064 Note: the email attachment size is set at a maximum of 30 MB.
DESCRIPTION OF SERVICES: Hog's Back Swing Bridge Maintenance Services Contract	LOCATION: National Capital Region Ottawa - ON
MANDATORY SITE VISIT:	A MANDATORY site visit will be held on February 28, 2023 from 10:00 am to 12:00 pm (EST). Bidders must confirm their attendance by email to the Contracting Authority at micheline.al-koutsi@ncc-ccn.ca no later than February 24, 2023 at noon. 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.



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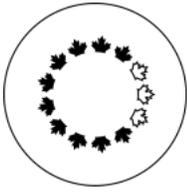
HOG'S BACK SWING BRIDGE
MAINTENANCE SERVICES CONTRACT

I. OFFER

The undersigned bidder (hereinafter called the "Contractor") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to provide maintenance services for the Hog's Back Swing Bridge in accordance with the Statement of Work (SoW) and terms and conditions, for the unit prices as per section III herein.

II. GENERAL AGREEMENT The Contractor agrees:

1. to provide maintenance services for the Hog's Back Swing Bridge as per SoW for a period of five (5) years from May 15 to October 30 yearly from 2023 to 2027. The Contractor grants to the NCC the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period.
2. that this Offer and Agreement, together with the SoW, the Appendices, the Annexes, 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. to enclose tender security with its tender in accordance with INSTRUCTIONS TO TENDERERS Point 5 – Security Requirements. If the security furnished does not comply fully with the requirements, the tender shall be disqualified.
4. the successful Contractor shall deliver to the NCC:
 - i) A performance bond and a labour and material payment bond each in an amount that is equal to or not less than 50% of year one (1) Contract Amount including taxes for first year (Initial Term), then annually renewable for Years 2 to 5 and (Renewal Term(s)) of the Contract, solely at the option of the Surety, and for the one (1) option year solely at the option of the Surety, if the option year is exercised.
 - ii) Or a security deposit in accordance with 5.2 of INSTRUCTIONS TO TENDERERS.
5. If a successful bidder refuses to enter into contract, the amount of the security deposit will be forfeited to the NCC. The amount forfeited or payment demand will not exceed the difference between the bid price and the amount of the Contract awarded by Canada for the requirement.
6. the NCC will return all non-forfeited security deposits to unsuccessful bidders after contract award, and to the successful Bidder upon the completion of contract. If no contract is awarded, the NCC will return all security deposits at the expiration of the bid validity period, including any extension.



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MAINTENANCE SERVICES CONTRACT

7. 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.
8. 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.
9. 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 unit prices referred to in Clause I:

The bidder agrees that

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies;
- (b) the Price per Unit and the Total Estimated Price must be entered for each item listed;
- (c) the Price per Unit as tender governs in calculating the Total Estimated Price, and any errors in the extension of the Price per Unit and in the addition of the Total Estimated Price shall be corrected by the NCC in order to obtain the Total Estimated Price; and
- (d) the tables at Appendix B are the Unit Price tables for the purposes of the tender and the contract.

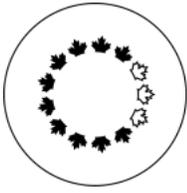
Bidders must complete Appendix B – Fee Proposal Form and enter the total amounts as identified in Table 1 - Total (Contract Amount) = \$ _____

IV. BASIS OF AWARD

An offer must comply with all the requirements of the tender and meets the Mandatory Requirements as per Appendix A to be declared responsive.

The Responsive offer with the lowest total evaluated price will be recommended for issuance of a contract.

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.



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MAINTENANCE SERVICES CONTRACT

V INVOICING

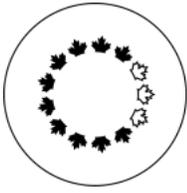
- Payment will be made as per item 24 Invoicing – Contract and Task Authorization of the SoW following receipt and acceptance of services.
- The Contractor will have the right to receive payment within 30 days after the technical representative has delivered a certificate indicating that in fact the 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 to 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 email address shown above and clearly indicate the contract number.

VI. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer, micheline.al-koutsi@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.

VII. SECURITY REQUIREMENTS



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The NCC 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 the NCC's Corporate Security. In this case the level of security required will be **Reliability*** NCC Security to perform security screening.

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

VIII. AUTHORITIES

NCC Senior Contract Officer

The NCC Senior Contract Officer responsible for this contract is:

Micheline Al-Koutsi

Senior Contract Officer

Telephone: 613 239-5678 ext.5048

E-mail address: micheline.al-koutsi@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 the appropriate NCC delegated Contracting Authority. The Consultant 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 Technical Authority

The NCC Technical Authority for the Contract is:

To be inserted by Senior Contract Officer at contract award

Telephone:

E-mail address:

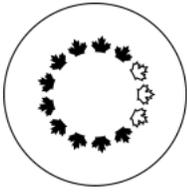
The NCC Technical Authority is the representative of the NCC for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the NCC Technical Authority; however, the NCC Technical Authority 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 Senior Contract Officer.

Contractor's Representative

Name: _____

Telephone No.: _____

E-mail address: _____



NATIONAL CAPITAL COMMISSION
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**INVITATION TO TENDER
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**HOG'S BACK SWING BRIDGE
 MAINTENANCE SERVICES CONTRACT**

IX. 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) Statement of Work;
- (5) Security Requirements;
- (6) Occupational Health & Safety Requirements;
- (7) Appendix A – Mandatory Requirements;
- (8) Appendix B – Fee Proposal dated _____ (insert date of bid);

X. ADDENDUM ACKNOWLEDGEMENT

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

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

Name and address of Contractor : Tel-Tél: Contact E-mail :	Signature(s) Title: Date:
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Accepted & executed on behalf of the Commission this _____ day of _____, 2023

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE
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INSTRUCTIONS TO TENDERERS

1. Address

The tender shall be sent by email : 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. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Changes must be clearly identified.

5. Security Requirements

- 1) The Bidder shall submit tender security with the tender in the form of a bid bond in an amount that is equal to and not less than **10% of the tender** amount including all applicable taxes. The tender amount (Table 1) is the sum of the five (5) fixed years including taxes.

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

<https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/edm2-2-4/edm2-2-4-approved-financial-institutions-acceptable-bonding-companies.html>

INSTRUCTIONS TO TENDERERS

- 2) Acceptable Security deposit:
- a. a bill of exchange that is payable to the NCC and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or
 - d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

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

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

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

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

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

The tenderer should retain a copy of the tender for his record.

8. Applications for Approval Certificates

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



GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

1. the "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

This contract may not be assigned without the written consent of the National Capital Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the NCC Technical Authority. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

3. Indemnification

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

4. Property of the National Capital Commission

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

GENERAL CONDITIONS

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

GENERAL CONDITIONS

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:

GENERAL CONDITIONS

- 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.

GENERAL CONDITIONS

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

GENERAL CONDITIONS

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 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the NCC Technical Authority's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.

GENERAL CONDITIONS

- 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 90% 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.

GENERAL CONDITIONS

25. Correction of defects

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

26. Liability Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the National Capital Commission as 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.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

SECURITY REQUIREMENTS

Security Requirements

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 ***Reliability***.

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 1st 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 Officer (CSO)

The CSO responsibilities are the following:

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.

Security of Information

NCC Corporate Security reserves the right to request that the Contractor submit to an inspection of the premises on Document Safeguarding Capability (DSC) and/or IT Security, depending on the nature of the information it will be entrusted with. In the event that contractor does not meet the requirements to obtain the requested clearance, the contractor or subcontractor shall take the corrective measures recommended by NCC Corporate Security or the Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD) in order to meet these requirements.

The Contractor shall take all necessary steps to ensure that documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel possessing the appropriate security level and authorization.

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.

Occupational Health and Safety Requirements

1. General

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

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

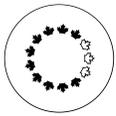
- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied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

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

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

(c) resolution of deficiencies.

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



New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

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

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

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

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

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

Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque avec ce formulaire

Branch Number / N° de la succursale :	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :		Address / Adresse :

PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT

E-mail address / Adresse courriel :

PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS

E-mail address / Adresse courriel :

PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION

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

IMPORTANT

Please fill in and return to the National Capital Commission with a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou transmettre par courriel à : contracts@ncc-ccn.ca Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

Avantages du paiement par dépôt direct

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

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

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



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Hog's Back Swing Bridge Maintenance Services Contract

STATEMENT OF WORK

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Generalities

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall provide at his/her own expense all labour, material and Equipment needed to perform the Work. These costs include, but are not limited to all vehicles, materials, Consumables, Equipment, Components, tools, labour as well as all subcontracting expenses required to perform the Work and fulfill the obligations of the Contract. The Maintenance services are to be performed in accordance with the Subject Matter and all Applicable Laws related to the type of Work required.

DUTY TO ACT IN GOOD FAITH

The Contractor shall act diligently, efficiently, in good faith, in conformity with the requirement of insurers and in accordance with the standards applicable to a prudent owner in performing the duties and services required of it hereunder.

INSPECTION RIGHTS

The NCC shall have access at all times to all parts of the Subject Matter for the purpose of conducting inspections to ensure all Maintenance duties are being performed in accordance with the Terms and Conditions of the Contract.

CHANGE OF DATES

The NCC may, at its sole discretion, change deadlines for any operational requirement. The NCC shall notify the Contractor of any changes. The Contractor shall modify his/her work plan accordingly and then provide all services without additional costs while respecting the revised deadlines as determined by the NCC.

PUBLIC SAFETY

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

For further clarity, in all cases where the Contractor observes or is made aware of a deficiency, whether the deficiency is specifically mentioned in the Subject Matter or not, treating the deficiency means immediately taking reasonable steps to protect users, including the execution of Work as may be required by the Subject Matter, alerting users' attention to the deficiency with signage and/or preventing or limiting access to the area.

MEDIA AND PUBLIC RELATIONS

The Contractor shall not act as a spokesperson for the NCC in dealing with the media and the public. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC.

WARRANTY

The Contractor warrants that it is competent to perform the Work required under this Contract in that it has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the Applicable laws as well as the knowledge, skill and ability to perform the Work.

Any Work and/or service provided by the Contractor must be consistent with the established and generally accepted standards for supplies and services of the type covered by this Contract, in full compliance with the requirements and free from defect in material and workmanship. The Contractor agrees that this warranty shall survive the acceptance of and payment for the Work and agrees that the Contractor's obligation under it includes repairing or replacing any part or parts thereof which shall, within twelve (12) months from the date of delivery or date of completion of the Work, become defective as a result of faulty design, material or workmanship.

DAMAGE CAUSED BY THE CONTRACTOR

The Contractor shall be responsible for any damage he/she causes to NCC property or Assets. Any damage is to be reported immediately to the NCC on an occurrence report.

TRANSITION

The Contractor shall cooperate with the NCC during the transition at the beginning, renewal (if any), and termination of this Contract. Furthermore, the Contractor shall provide assistance to the future contractor as well as to the NCC by ensuring continued services during the transition period. The Contractor shall make himself available, at no additional cost to the NCC, until at least 60 working days after the termination of the Contract for any post evaluation reports, special meetings or other tasks requested by the NCC.

1. **Defined terms**

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

“Additional Services” means any requirements added and not originally included in the fixed fee.

“Capital Stewardship Branch” (CS Branch) is the branch of the NCC responsible for the maintenance, management and preservation of the natural and cultural assets of Canada’s Capital region.

“Contract” means the contract entered into between the Successful Proponent and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Proponent agrees to perform all of the specific services in accordance with the standards of performance set out in the Subject Matter and other matters arising out of the successful proposal and accepted by the NCC, if any.

“Daily” unless otherwise indicated, means every day, including weekends and statutory holidays.

“Fixed Fee” means the dollar amount per annum payable by the NCC to the Contractor for each Year of the Term of the Contract.

“Hourly Rate/Unit Price” means rates contained in the winning bid (if any) used to calculate any Additional Services, when applicable.

“Maintenance” means all work and services that are to be performed by the Contractor to respect its obligations in this Contract. It also means the ongoing operation and provision of a specific set of quality standards in order to achieve a desired condition of Asset or levels of service. Maintenance operation entails the installation and upkeep, repair and restoration of assets to a condition in which it may be effectively utilized for its designated purpose.

“Navigation Season” or **“Navigational season”** is the period during which the bridge is to be fully operable. The Navigation season extends from mid May to mid October.

“NCC” means the National Capital Commission.

“NCC Records” means any records in the custody of the NCC in existence on the commencement date of the Term, pertaining to the Subject Matter and all information, data and records prepared by the Contractor during the Term in relation to the Subject Matter and all reports of same including any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, videotape, digitally recorded data, and any other documentary material, regardless of physical form or characteristics.

“RFP” means Request for Proposals.

“Preventive Maintenance” means regular Maintenance designed to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as inspections, lubrication, replacement of broken or defective components, start-up and shutdown of systems, spring clean-up, winterizing, etc.

“**SoW**” means Statement of Work.

“**Systems**” means the electric, hydraulic, mechanical and control systems at the Hog’s Back Swing Bridge in Ottawa, ON

“**Subject Matter**” means the lands or buildings, fixed and field assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

“**Task Authorization**” is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving task authorizations.

“**Term**” means the period commencing May 15, 2023 and terminating October 30, 2027, and may include up to one (1) additional one-year period which the NCC may exercise at its sole discretion.

“**Terms and Conditions**” means the Contract and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions referring to these Terms and Conditions; unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

“**Unit Price/Hourly Rate**” means rates for the materials and labour services described in Annex B of the RFP to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

“**Work**” means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract.

“**Year**” means a period of twelve consecutive months during the Term extending from April 1st of one calendar year to March 31st in the next calendar year.

2. **Description of Existing Bridge**

The swing bridge was built in 1977. The existing bridge crossing over a length of 26.5 m long is composed of two spans of 8.8 m and 17.7 m. It is made of a steel superstructure and concrete abutments with stone veneers to simulate nearby Rideau Canal walls, as well as abutments, pivot pier, operational mechanisms, electrical/control room, automated traffic gates, etc.

It has three road lanes and a side walk. It swings around a pivot pier on a metal trunnion up to 20 times a day during the busiest peak of boat navigation season when Rideau Canal operates its Canal locks from mid-May to end-October. It is made of two main steel girders and numerous longitudinal and transversal beams, steel grating as deck and steel railing. There are numerous mechanical and electrical devices to open/close the bridge so to synchronize with the operations of Canal Rideau navigation locks. The bridge pivots on a central trunnion and is kept in cantilevering balance with wheels on a circular steel rail. A control room lodging all electrical and relay devices is located on the side of the bridge on the west abutment.

The swing bridge underwent a complete rehabilitation to ensure reliable opening operations during the navigation season of Rideau Canal from May to October in Ottawa. That included the bridge operating electrical and mechanical systems and traffic control system. This rehabilitation was completed during 2021. The bridge is operated by the Parks Canada Agency and is a crossing for Hog’s Back Road and is

nearby the end of Colonel By Drive.

2.1 Purpose

The purpose of this contract is to ensure that the bridge systems are maintained in a safe and reliable operational condition and continually available for operation during its mandated Navigational operating season. Any systems failures or malfunctions shall receive immediate repair.

The NCC is seeking a contractor to perform all Maintenance services pertaining to the bridge systems of the Hog's Back Swing Bridge with the objective of maintaining consistent quality standards.

This SoW contains detailed specifications, guidelines, best practices and the NCC's expectations. A high-level of effective communication and collaboration between the NCC Project Lead and Contractor is essential.

3. Term

The resulting contract will be for a Term of five (5) consecutive years beginning on May 15 and ending October 30 from 2023 to 2027.

On completion of this term, the Contractor grants the NCC the irrevocable option to extend the term of the contract by up to one (1) additional year period at the same terms and conditions.

The option year will have an inflationary increase of +2% from year 5.

4. Scope

This SoW outlines the Maintenance services to be provided for the bridge systems at the Hog's Back Swing Bridge in Ottawa, ON. The work shall include the end of season maintenance of the bridge systems for winter shutdown following the Navigational season and re-commissioning of the bridge systems for its next Navigational season.

Maintenance and work plans are to visualize the full extent of the design life of the bridge systems and to prevent any unnecessary failures and costly repairs. The scope of work shall prioritize Preventative Maintenance activities to replace worn and aging components before they fail. Maintenance efforts shall be based on the Bridge Inspection, Evaluation, and Maintenance Manual, published by American Association of State highway and Transportation Officials (AASHTO), and other reference documents provided by the owner, including maintenance manuals.

The Contractor shall continuously review the bridge systems and apply the Maintenance practices, including lubrication or other Maintenance intervals, to minimize wear and ensure reliable operational service. The Contractor shall perform all work in accordance with all applicable local and national rules and regulations. Additionally, the bridge systems shall be inspected on an annual basis by the Contractor or a third-party and the electrical and mechanical Maintenance services shall include implementing all inspection recommendations.

Maintenance activities shall include periodic verification of the functionality of the power and control systems, the integrity of the electrical system installation, oil changes, lubrication, and equipment adjustments. In addition, inspections shall be performed to record equipment deterioration and assess the need for replacement or repair of worn or end of life parts and equipment before they cause system failure or affect bridge operating reliability. This work shall take into account the findings and recommendations of the annual inspections provided by others.

Bridge electrical and mechanical system Maintenance shall also include seven (7) days on-call failure and troubleshooting services during the Navigation season (mid-May to end October only). On-call services shall include the implementation of Emergency Traffic Control Procedures and an Emergency Detour, which may be required if the bridge is stuck in the open position or another unforeseen event occurs that obstructs traffic.

4.1 The scope of work mainly includes but not limited to

- a) The bridge systems Maintenance services at the Hog's Back Swing Bridge in Ottawa, ON as per section 19, 20, and 21.
- b) Emergency Intervention Services as per section 5.1.
- c) The end of season maintenance of the bridge electrical and mechanical systems for winter shutdown following the Navigational season and re-commissioning of the bridge systems for its next Navigational season as per section 5.7.
- d) Hog's Back Bridge Traffic Control & Road closure: to ensure all required traffic control devices are prepared and available for implementation when required. Preparation for implementation of emergency detour plan whenever required as per section 5.1 and 9.6.
- e) The following operational and maintenance documents will be provided to the bidders who will attend the mandatory site visit

The following operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit:

Hogs Back Bridge Rehabilitation Operation and Maintenance Manual:

- Volume I
- Volume II
- Volume III

Emergency Closure Detour Plan*

Emergency Closure Traffic Procedure*

4.2 Mandatory Site Visit

A mandatory site visit will be held during the tendering process.

Please refer to page 1 of the Invitation to Tender/Contract Form for details.

During this site visit, Bidders will have the opportunity to interrogate all Maintenance related requirements and check the bridge's electric/mechanical/hydraulic equipment and systems to assess their completeness and to inform their bid.

Following the mandatory site visit, any additional information or changes will be published via an addendum on [CanadaBuys](#).

5. Summary of Maintenance Efforts

5.1 Emergency Intervention Services

- Bridge electrical and mechanical system Maintenance shall include seven (7) days a week (7 a.m. to 7 p.m.) on-call failure and troubleshooting services during the Navigation season.
- The said Emergency Intervention Service shall include a dedicated telephone line

to respond to all emergency situations. The Contractor's Emergency Intervention Service must be a "direct to employee" service. Answering machines or voice mail systems do not constitute a direct response.

- Where the emergency intervention requires an onsite assessment by the Contractor, the following response times shall apply: For trouble shooting and incident assessment calls between 7 a.m. and 7 p.m., the Contractor shall be onsite as quickly as possible, no later than 4 hours after receiving the first call.
- Service shall remain the same for the duration of the Term of this Contract and shall be given to the NCC Call Centre, to the NCC 24-hour emergency service centre. The Contractor shall be available from 7 a.m. to 7 p.m. to answer all emergency telephone calls and immediately provide the required emergency services within the 4 hours time frame.
- Note that during the bridge shutdown season, the Contractor is not required to be on-call but to respond on an as needed basis to requests for assistance from the NCC Representative. General Housekeeping

A. Emergency Traffic Control Procedures

As part of the Emergency Intervention Services, the Contractor is responsible for invoking the Emergency Traffic Control Procedures. These shall be initiated for every failure/troubleshooting call received for which the bridge is stuck in an open position or for which the incident otherwise obstructs the flow of traffic across the bridge.

The City of Ottawa "311 Backdoor" phone number is **613-580-2458**. Once an agent picks up, caller is to identify themselves and explain the situation (emergency road closure at Hog's Back Bridge). This number shall not be shared or used for any purpose other than as identified in the Emergency Traffic Control Procedures.

B. Emergency Closing Detour Plan

The Contractor shall invoke the Emergency Detour procedure and implement the Emergency Closing Detour Plan when indicated by the Emergency Traffic Control Procedures. The emergency closing detour plan will be administered by the contractor.

5.2 General Housekeeping

- Maintain all work areas free of accumulated waste and rubbish. Remove and dispose of debris, used and obsolete material.
- Maintain work areas in safe condition during and after work completion.
- Remove excess lubricant, dust, dirt, and foreign matter from surfaces of all equipment to be maintained by this Contract

5.3 Mechanical Maintenance Scope

The Contractor shall provide Maintenance, routine cleaning, inspection, testing, and complete service for all mechanical machinery that comprise the bridge mechanical systems. The following is a list of major equipment or systems to be maintained under this Contract. This list is provided for guidance and may not be comprehensive. Any other mechanical equipment that affects or contributes to the safe and reliable operation of the bridge shall be considered as part of this Contract. Refer to Page 247 of the O&M Manual, Volume II*.

*The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

Documents listed in the Reference Documents section provide guidance on Maintenance for many of these components.

A. Hydraulic Equipment

- Hydraulic Power Unit (HPU)
- Hydraulic Hoses, Valves, Manifolds
- Hydraulic Cylinder (Span Drive and End Wedge)

B. Span Drive Machinery

- Hydraulic Cylinders
- Plain Bearings

C. Span Support Machinery

- Center Bearing
- Balance Wheels
- Live Load Rollers
- End Casters
- End Wedge Machinery
 - a. Hydraulic Cylinders
 - b. Wedge Surfaces
 - c. Plain Bearings

D. Span Positioning Machinery

- Bumper Blocks

E. Traffic Gate Machinery

- Traffic Gates

The Reference Documents section summarizes available Maintenance reference materials including the available bridge Maintenance manual and the AASHTO *Movable Bridge Inspection, Evaluation, and Maintenance Manual*. Additionally, the bridge electrical and mechanical systems shall be inspected on an annual basis by the contractor or a third-party and the electrical and mechanical Maintenance services shall include implementing all inspection recommendations. Baseline lubrication should be performed in accordance with the manual's lubrication schedule and charts. These documents should be followed as a guideline and the Maintenance should be adjusted as necessary to minimize component wear and to ensure reliable operation. As an example, lubrication frequencies must be adjusted based on the lubrication performance during bridge operations over time.

If it is found that the bridge components are not listed or the components on the lubrication schedule are obsolete, the lubrication schedule shall be updated and submitted for review by the NCC Representative.

For those items that are not addressed by the Reference Documents, the Contractor shall work with the NCC Project Lead to develop a Maintenance plan.

5.4 Mechanical Maintenance Procedures

The Reference Documents section summarizes available Maintenance reference materials including the available bridge Maintenance manual and the AASHTO *Movable Bridge Inspection, Evaluation, and Maintenance Manual*. Additionally, the bridge electrical and mechanical systems shall be inspected on an annual basis by the contractor or a third-party and the electrical and mechanical Maintenance services shall include implementing all inspection recommendations. Baseline lubrication should be performed in accordance with the manual's lubrication schedule and charts. These documents should be followed as a guideline and the Maintenance should be

adjusted as necessary to minimize component wear and to ensure reliable operation. As an example, lubrication frequencies must be adjusted based on the lubrication performance during bridge operations over time.

If it is found that the bridge components are not listed or the components on the lubrication schedule are obsolete, the lubrication schedule shall be updated and submitted for review by the NCC Representative.

For those items that are not addressed by the Reference Documents, the Contractor shall work with the NCC Project Lead to develop a Maintenance plan and procedure.

After being informed that his/her bid has been retained and prior to and as a condition of Contract award, the Contractor shall, at his/her own expense, submit to the NCC his/her health and safety plan. Plan must be submitted to the NCC before Contract signature. Any modifications to this plan must be presented to the NCC. The plan shall address the Maintenance of all items that can affect operation of the swing span.

5.5 General Electrical Systems Description

The local utility grid provides the only permanent source of electric power to the bridge. However, the bridge has provision for mobile emergency generator hookup through manual transfer switch and generator receptacle outlet. Power to the pivot pier is provided by a combination of cable in trench and a festooned/flexible cable installation.

The bridge power distribution and motor control equipment is located in the HPU and electrical room. This system consists of; a motor control center, lighting transformers and power distribution equipment.

The bridge control system consists of an integrated electrical and hydraulic system with two coordinated PLC's. One dedicated to the operation of the traffic control system and the other providing the interface between the bridge control system and the hydraulic power unit (HPU) control, monitoring and protection system.

The bridge is operated from a pedestal mounted control console located at roadway level on the bridge approach. The control console is lockable and provides the operator with pushbuttons, switches, indication lights and an HMI for complete control of and status indication of the bridge and traffic control system.

Bridge field devices provide feedback of the bridge position and status as input to the PLC's for control system of the bridge. The field devices consist of limit switches, transducers, and hydraulic pressure and flow switches located on the bridge and at the HPU.

Highway traffic at the bridge approaches is controlled with the use of a combination of traffic lights and warning gates that are controlled and integrated into the bridge control system. Part of the bridge traffic control during the Navigation season also includes preemption of the City traffic lights which is used as an initiation of bridge opening.

Marine traffic is provided with warning lights of the impending bridge and indication when the bridge is open and available for marine traffic passage.

The general bridge electrical installation including, power distribution, and associated raceways, conductors and cables.

5.6 Electrical Maintenance Scope of Work

The scope of the electrical Maintenance shall include the Maintenance of all electrical elements and the frequencies listed in the following section.

See section “Recommended Electrical Maintenance Program” on Page 19 of the O&M, Volume II* which provides a description of major electrical equipment and systems to be maintained. Note that this section is not all inclusive and does not include the bridge cable and conduit system which must be visually inspected on a 6-monthly basis, status shall be recorded and any deficiencies found shall be repaired and as needed rectified under this work.

The Contractor shall provide routine cleaning, inspection, testing, complete Maintenance and service of all the items identified in the section of equipment and systems requiring attention/Maintenance. All repair and replacement of parts supply shall also be included in the Contractor’s scope of work and be paid for as per rates submitted at Appendix B – Fee Proposal Form.

The Contractor shall review and monitor the electrical electric service to the bridge and ensure that it is used effectively and efficiently and the installed provision for back up mobile generator hookup is maintained electrically operational in accordance with the current equipment O&M Manuals and all applicable codes and practices. In the case of any condition deterioration, issues or failures uncovered during the execution of its Maintenance services, the Contractor shall immediately report the issue or failure to the NCC Representative. Additionally, any bridge operating control issue shall be given the highest priority and resolved by the Contractor in the timeliest manner possible. If the Contractor is unable to quickly resolve the issue, the Contractor shall contact the bridge control system vendor, span drive supplier, engineer of record or other related specialist for additional troubleshooting. The NCC Project Lead will provide the current contact information.

If the Contractor and/or bridge personnel propose any changes to and/or modification work for the bridge electrical systems, a written quotation must be provided to the NCC Project Lead and approval given by the NCC Project Lead for such work to be performed by the Contractor prior to either procurement of material and equipment or the work proceeding. Updates or revisions to schematics, maintenance manuals or plans that may be necessary as the result of such work shall also form part of the quote (see section 11). Note that the scheduling of any and all bridge operating invasive work must be coordinated with and approved by the NCC Project Lead.

5.7 Navigational Season Start Up

Provide full functional electrical, mechanical, and hydraulic technical supports to facilitate annual start up at the beginning of May for each fiscal year. This work item shall include all Maintenance tasks listed in sections 19, 20, and 21 with the following exceptions. This shall include ensuring that marine Navigational aids, vehicular/pedestrian traffic control and the bridge electrical and mechanical systems are operational and functioning in accordance with the operation and Maintenance manuals*.

*The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

Provide training of bridge operating personnel for proper operation of the bridge at the start of each navigation season. Training documents to properly operate the bridge will be based on the material in the Operation & Maintenance Manual*.

5.8 Winterization (End of Navigational Season)

Provide electrical, mechanical, and hydraulic technical support to winterize the facilitate at the end of the Navigational season no later than the end of Oct for each fiscal year. See “End of Season Maintenance” on page 248 of the Hogs Back Bridge Rehabilitation Operation & Maintenance Manual Volume II* for specific maintenance tasks.

5.9 Engineering Support

Repairs or questions that require engineering support shall be referred to the Engineer of Record (Parsons/WJE) for review and response. The contractor will be provided with an allowance for procuring these services.

6. Additional Work

Any work/repairs outside of the contract shall be identified by the Contractor and reported to the NCC Project Lead and approval to proceed shall be received from the NCC Project Lead prior to carrying out the work. Invoices shall identify the work in detail, listing material and labor, the authorizing officer and date and the specific work order reference number.

A quote together with details of work to be done shall be provided at the time of requesting approval. The NCC Project Lead retains the right to disapprove the quote and subcontract the work to a third party.

7. Reference Documents

Mechanical and electrical machinery shall be maintained in accordance with the provided reference documents and with best industry practice. General practice shall follow the inspection and maintenance requirements outlined in the information provided in the following reference documents.

7.1 Mechanical Systems

The following is a list of documents made available by the Departmental Representative for use in maintaining the mechanical systems.

- Hogs Back Bridge Rehabilitation Operation and Maintenance Manual :
 - Volume I
 - Volume II
 - Volume III

7.2 Hydraulic Systems

The following is a list of documents made available by the NCC Project Lead for use in maintaining the hydraulic systems.

- Hogs Back Bridge Rehabilitation Operation and Maintenance Manual :
 - Volume I
 - Volume II
 - Volume III

*The operational and maintenance documents will be provided to the bidders who will attend the mandatory site visit.

7.3 *Electrical*

The following is a list of documents made available by the NCC Project Lead for use in maintaining the electrical systems.

- Hogs Back Bridge Rehabilitation Operation and Maintenance Manual :
 - Volume I
 - Volume II
 - Volume III

Note that the listed documents are not comprehensive. Other equipment that affect or contribute to the safe and reliable operation of the bridge shall be considered as part of this Contract even if not described in the reference documents. If modifications of the documents are made, the Contractor shall revise and update the documents following the review and approval of the NCC Representative.

8. **Minimum Standards**

8.1 *General*

Where applicable, execute work to meet and/or exceed the requirements of the following codes and Specifications:

- Latest edition of the *Bridge Inspection, Evaluation, and Maintenance Manual* published by the American Association of State highway and Transportation Officials (AASHTO).
- CAN/CSA S6-19 Canadian Highway Bridge Design Code.
- National Building Code of Canada 2015, National Fire Code of Canada 2015, Ontario Building Code 2017 and any other code of provincial or local application.
- Fire Commissioner of Canada, No. FC 301, Standard for Construction Operations, and No. FC 302, Standard for Welding and Cutting, latest version.
- All applicable local and national safety regulations, including the Occupational Health and Safety Act and Regulations for Construction Projects, Revised Statutes of Ontario 2018.
- All applicable local and national environmental regulations, including the environmental Protection Act, O. Reg. 127/01 and O. Reg. 153/04.
- Ontario Traffic Manual Book 7 – Temporary Conditions, January 2014.

8.2 *Electrical*

Where applicable, execute work shall meet and/or exceed the requirements of the following codes and Specifications:

- Contractor shall comply with all Department Policies on Electrical Safety DP058.
- The Ontario Electrical Safety Code 26th Edition/ 2015 - Effective May 5, 2016, and all bulletins (Ontario).
- CSA C22.1-02 Canadian Electrical Code 2015, Part I, except where specified otherwise.
- Electrical Safety Authority and local applicable codes and regulations.
- CAN/CSA S6-19 Canadian Highway Bridge Design Code.
- National Building Code of Canada 2015, National Fire Code of Canada 2015, Ontario Building Code 2017 and any other code of provincial or local application.
- Fire Commissioner of Canada, No. FC 301, Standard for Construction Operations, and No. FC 302, Standard for Welding and Cutting, latest version.
- Occupational Health and Safety Act and Regulations for Construction Projects, Revised Statutes of Ontario 2018.

- Environmental Protection Act, O. Reg. 127/01 and O. Reg. 153/04.
- Hog's Back Swing Bridge Operation and Maintenance Manual*
- In any case of conflict or discrepancy, the more stringent requirements shall apply.

8.3 Mechanical

The bridge mechanical systems shall be maintained in accordance with the provided reference documents (including the maintenance manual*), component manufacturers' instructions, and best industry practices. All provided information shall be used as a guideline and for tendering purposes. The Maintenance tasks should be adjusted as necessary to minimize component wear and to ensure reliable operation. As an example, lubrication frequencies must be adjusted based on the lubrication performance during bridge operations over time.

If it is found that the bridge components are not listed or the components on the lubrication schedule are obsolete, the lubrication schedule shall be updated and submitted for review by the NCC Representative.

8.4 Coordination and Schedule

- Within one month after the award of this Contract, the Contractor, in consultation with the NCC Representative, shall submit a work schedule listing equipment and systems to be inspected, tested, serviced or repaired and the time the work is done. Notify the NCC Project Lead of any changes to the Maintenance schedule.
- The NCC Project Lead reserves the right to modify the work schedule to meet the needs of the situation.
- Register site attendance in log book with the NCC Project Lead and/or Parks Canada – Bridge Operator on entering and leaving premises.
- The Contractor shall ensure that all the relevant and applicable rules and Parks Canada – Bridge Operator regulations from Authorities having jurisdiction over the bridge area including highway and the waterway are met and adhered to.

8.5 Maintenance Schedule

The bridge shall be fully operable during the Navigational season.

The Contractor Shall:

- Provide on-call service (see section 5.1) during the bridge operating Navigational season. The Contractor shall be responsible for troubleshooting, repairing or replacing any item that has failed. This shall include items that have caused a bridge operating failure or any other items that have failed without causing a bridge outage.
- Bridge Shutdown Season (end-October to mid-May). The Contractor shall perform annual Maintenance of the bridge electrical and mechanical systems as described in this statement of work. Note that during this bridge outage season, the Contractor is not required to be on-call but must respond on an as-needed basis to requests for assistance from the NCC Representative.
- All work shall be scheduled, to the extent possible, to minimize disturbance to the operators and the normal operation of the bridge. The Contractor shall coordinate with and obtain approval from the NCC Project Lead for any required bridge or power

* The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

- outages necessary to perform the work.
- During the bridge shutdown season from end-October thru mid-May, the Contractor shall perform annual Maintenance of the bridge electrical and hydraulic/mechanical systems as described in this statement of work.

8.6 Inspection by Electrical Safety Authority

During the execution of its Maintenance services of the bridge the Electrical Contractor may be called upon to perform repairs or modify parts of the bridge electrical systems in order to maintain it in a safe and reliable condition.

When such repairs or modifications are major and undertaken by the Maintenance Electrical Contractor as part of his Maintenance services, the Contractor shall arrange for the inspection and obtain safety certificates from Electrical Safety Authority having jurisdiction over the project for its work. Additionally, he shall perform his work to the complete satisfaction and approval of the NCC Representative.

8.7 Cooperation with Other Contractors

The Contractor shall co-operate and coordinate Work with other contractors hired by the NCC Project Lead to perform any work on the bridge not directly related to the Maintenance work specified herein.

8.8 Site Access

The Contractor shall provide assistance to any third party authorized by the NCC requiring access to the systems on site. In many cases, the type of assistance required is limited to opening and closing a site or facility to a third party. In other cases, it includes remaining on site with the third party until the work or the inspection is completed. The NCC shall provide reasonable notice to the Contractor. Most requests for access are during Business Hours.

8.9 Cooperation and Protection

Perform work with minimum disturbance to the operators and normal operation of the swing bridge. The bridge is in operation from mid-May to end-October of every year. The Contractor shall coordinate with and obtain approval from the NCC Project Lead for any required bridge or power outages necessary to perform his work.

The Maintenance Contractor will be granted use of existing bridge facilities with the permission and defined limitations of the NCC Project Lead at no cost to the Maintenance Contractor.

8.10 Power Shutdowns

Power shut down during the Maintenance and repair process shall be kept to a minimum and where ever possible restricted to those items being maintained or repaired and not a complete shutdown of the electric service to the bridge. All shut downs shall be scheduled well in advance with NCC Project Lead stating times and durations and approving the shutdowns. Maintain or minimize the interruption of electric service to all other branch circuits of the Bridge area apart from those required for the shutdown. Premium time and cost, if required for any shutdown work, must be included in the contract price.

Provide temporary services, equipment and wiring as necessary to maintain continuity of crucial loads deemed so by the NCC Project Lead.

8.11 Power Loss

In the event of power loss provide a 125kW , 600V, 3 Phase, 4-wire rental generator to connect to the existing generator docking receptacle.

8.12 Meetings

The Contractor or his representative shall attend monthly meetings at site when notified by the NCC Representative. Time spent at the meeting is counted towards the committed employee-hours. For tendering purposes, it shall be assumed that a monthly meeting will take place for every month of the contract and each will have a duration of 2-hours.

9. Parts, Equipment and Tools

9.1 General

The Contractor shall supply all the equipment and tools required for this Contract. All equipment and tools used must be safe, suitable for the purpose intended, and in good condition.

Supply the NCC Project Lead with the year, make, model and capacity of Contractor's equipment and calibration certification of all meters and recording instrumentation, if requested.

9.2 Materials

Use new materials unless specified otherwise.

The NCC Project Lead will provide a stock of electrical fittings to facilitate electrical Maintenance and minor repair. The Contractor shall inform the NCC Project Lead of any materials required but not found in the stock.

Purchase of any special, unstocked electrical materials or equipment by the Contractor for any work under this Contract must be approved by the NCC Project Lead prior to the procurement of such material and equipment. A quote with details of the material from the supplier shall be provided at the time of requesting approval. The NCC Project Lead retains the right to disapprove the purchase and procure the same material through other channels.

9.3 Lubricants, Lubricating Equipment, and Tools

- Use new lubricants unless specified otherwise.
- The NCC Project Lead will provide the lubricants that the Maintenance Contractor is to use on the equipment. The Contractor shall inform the NCC Project Lead of any materials required but not found in stock. The NCC Project Lead shall either approve the Contractor to procure the defined stock items or make other arrangements for their procurement if he deems they are necessary for the Maintenance of the bridge. Restocking of Maintenance materials is not considered part of this base contract.
- Purchase of any materials by the Contractor for any work under this Contract must be approved by the NCC Project Lead first. A quote with details of the material from the supplier shall be provided at the time of requesting approval. The NCC Project Lead retains the right to disapprove the purchase and procure the same material through other channels.
- The Contractor shall supply all Lubricating Equipment (such as grease guns, brushes, sprayers, caulk guns, etc. to apply lubricants) and Tools (such as allen keys, wrenches, etc.) to complete the required lubrication and Maintenance of the machinery.

- Use of any lubricant that is not currently in use at the bridge shall be approved by the NCC Project Lead prior to use.

9.4 Replacement Parts

In cases where items are found to have worn out or are damaged beyond repair, the Contractor shall source and replace the item. Where possible the contractor shall use replacement parts by the manufacturer of the original part. Replacement parts are considered Additional Work shall be paid for as described in Clause 3 of the Statement of Work.

If an original part is not available, replacement parts by another manufacturer may be used with written approval from the NCC Representative, the Contractor should recommend a replacement. The cost of the procurement and installation of the replacement part is not included in this contract. The NCC Project Lead retains the right to appoint the Contractor or a separate agent for the procurement and installation of any identified replacement part.

9.5 Spare Parts

The Contractor shall provide a list of recommended spare parts to be stocked on site within one month after award of this Contract. The list shall include the name, part/catalogue number and supplier/manufacturer of each of the spare parts. As a basis for the preparation of this list the Contractor shall use the latest Maintenance Manuals* for the bridge.

9.6 Traffic Control Devices

The Contractor shall ensure all required traffic control devices are prepared and available for implementation when required. Traffic control devices may be in “used” condition, provided they meet the condition requirements stipulated in Ontario Traffic Manual Book 7–Temporary Conditions, January 2014.

The stockpile of traffic control devices may be shared with other contracts/uses, provided that sufficient quantity is on hand to ensure availability when required.

10. Personnel

10.1 Electrical Maintenance Contractor Qualifications and Experience

Electrical maintenance and inspection Personnel must meet the following requirements:

- General laborers shall not perform any electrical work.
- The Electrical Maintenance Contractor shall be qualified in all aspects of power distribution, control and drive systems associated with movable heavy structures.
- The Electrical Maintenance Contractor must have been involved in the construction/installation or maintenance of the electrical power and control systems for at least one movable highway bridge.
- The Electrical Maintenance Contractor shall provide the services of a Master Electrician registered in the Province of Ontario to manage the electrical maintenance for the bridge as herein specified and in accordance with Electricity Act, Part VIII, and Licensing of Electrical Contractors & Master Electricians, Regulation 570/05.

* The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

- The Master Electrician designated by the Maintenance Electrical Contractor shall be responsible for; planning and having direct supervision of electrical work carried out on behalf of the Maintenance Electrical Contractor, ensuring that the electrical work is carried out in accordance with applicable laws, including the Electrical Safety Code and the laws relating to health and safety and consumer protection, on behalf of the Maintenance Electrical Contractor and for other matters of a similar nature.
- The Master Electrician shall only be designated to the Maintenance Electrical Contractor contracted for the maintenance of the Hog's Back Swing Bridge, the designated Master Electrician must be actively employed by the designating Maintenance Electrical Contractor, and are not permitted to undertake electrical work unless they hold a valid certificate of qualification, as defined by the Trades Qualification & Apprenticeship Act, for the work being performed. To apply for a contractor's license the applicant must designate a Master Electrician and provide a signed declaration that they accept the designation and agree to carry out the responsibilities on behalf of the electrical contractor.
- In accordance with the Electricity Act Part VIII and its Regulations a license holder is responsible to conduct themselves with honesty and integrity and in accordance with the principle of protecting consumers and to ensure that all activities are carried out in accordance with all laws including the Consumer Protection Act.
- The Maintenance Electrical Contractor shall ensure that his Master Electrician is adequately supported to perform the scope of this request and meet the scheduled maintenance, troubleshooting and emergency callout services.
- The Contractor shall be competent performing low voltage (up to 600 volt) electrical work and testing. The contractor shall also be fully qualified and knowledgeable of PLC control and communications systems utilized in a swing bridge environment.
- The Electrician assigned to the contract shall be Provincial licensed journeyman qualified in the work of the Contract as per Regulation 1051/1990. Journeyman means a person who has successfully completed all the academic training and work experience required under the Apprenticeship and Tradesmen's Qualifications Act related to the Certified trade involved and has been issued a Certificate of Qualification by the governing body for the Province of Ontario.
- In the case of special testing, i.e.: injection testing of breakers, double testing of transformers, etc., a technician with a minimum of 5 years' experience shall be acceptable.
- In the case of thermo-scan (infrared scanning), the technician shall hold a Certificate of Training as received from a recognized course.

10.2 Mechanical Experience

The contractor shall be qualified in the maintenance and servicing of hydraulic systems and heavy machinery such as HPU's, hydraulic valves, hoses, and manifolds, grease and oil lubricated bearings, and couplings.

Hydraulic maintenance work (HPU, hoses, valves, manifolds, hydraulic cylinders, and hydraulic motors) shall be done under the supervision of a Certified Fluid Power Specialist. All hydraulic Maintenance work shall be performed by a Certified Fluid Power Industrial Hydraulic Mechanic.

10.3 Subcontracting

The Contractor shall advise the NCC of any part of the work that it wishes to subcontract prior to contracting for such work and shall allow the NCC to review the terms of

reference for such contract. If the scope of work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the NCC, the Contractor shall make any modifications that the NCC requires.

10.4 Contractor's Employees

- All Contractor employees shall be neatly and properly attired for the work to be performed.
- Personal protective equipment, including safety footwear, is mandatory at all times.
- All Contractor employees shall abide by non-smoking restrictions.

11. Documentation of Maintenance and System Updates

File and maintain the following documents on site at the bridge:

- The maintenance contract documents.
- Test and inspection reports.
- Maintenance logs.
- The contractor shall be responsible for documenting updates to the Systems associated with the Maintenance work. The contractor shall update the Operation and Maintenance Manuals to reflect the updated systems. These documents should be properly bound, catalogued and filed and made readily available for Maintenance work. Documentation for updates may include:
 - Up-to-date electrical on-line diagram.
 - Control logic diagram including logic diagram programmed in the PLC.
 - All electrical and mechanical drawings updated with the latest revision. Both hard copies and digital copies should be properly filed at site with the NCC Representative. All new drawings shall be produced in CAD (computer aided drafting) and in .dwg format. Shop drawings and catalogue cut-sheets of new equipment shall also be included and filed in hard copy and electronic form.
 - All programs for the PLC (programmable logic controller), drives, and digital/analogue controllers shall be backed up and hard copies shall be printed out. Both digital and hard copies shall be filed at site and provided to the NCC Representative.

All the documents mentioned above shall remain the property of the NCC Project Lead and not be removed from site throughout the Contract and at the end of the Contract.

12. Fees and Permits

The Contractor shall be required to obtain permits or certificates and shall make all arrangements with local utilities for isolation, grounding and re-energizing of electrical power, if such requirements are required to carry out the Maintenance work. Payment for such services shall be considered additional costs to the contract.

13. Right to Use Other Forces

The NCC Project Lead retains the right to appoint the Contractor or other agent for procurement of Maintenance or for Additional Work. The NCC Project Lead reserves the right to use their own, or any other forces of their choosing, to make any alterations on the bridge if they so desire.

14. Maintenance Manuals*

* The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

Following award of the contract the Contractor shall review the existing reference documents and, where Maintenance information is missing, obtain Maintenance manuals of the systems and equipment. Where manufacturer's Maintenance information is unavailable, the Contractor shall document the Maintenance/service required in the form of updated manuals to be submitted to the NCC Project Lead for approval.

All Maintenance manuals shall remain on site throughout the contract period and at the end of the contract. These manuals shall remain the property of the NCC. On the expiry of the Term or earlier termination of the Contract, the Contractor shall return all NCC Records, updates thereto, all manuals, schematics, plans and all other documents created during the Term to the custody of the NCC.

15. Guarantees

The Contractor shall guarantee any materials used and any work executed by him or his appointed sub-contractor, for a period of one year from the date of completion of the work.

16. Existing Services

Protect and maintain existing active services and facilities. Use existing services at no cost for maintenance of those items that are not covered under this contract.

17. Annual Inspection Report and Monthly Work Report

The Contractor shall produce an annual electrical and mechanical inspection report for each fiscal year during the term of this Contract. The annual inspection will be scheduled to coincide with the Navigation startup, at the beginning of each operational season. In case the NCC Project Lead chooses to hire a third party to do an annual inspection, the Contractor shall co-operate with the third party to produce the electrical section of the Annual Inspection Report. In this case, no separate annual report is required. Unless otherwise arranged and approved by the NCC Representative, the Annual Electrical Inspection Report shall be due at the end of April of each year during the terms of this Contract.

In the event that the NCC Project Lead decides that a third party performs the bridge mechanical and electrical annual inspection, the Contractor shall provide the necessary support for the third party to perform their inspection work.

The annual electrical and mechanical inspection report shall include but not be limited to the following sections on all the electrical and mechanical systems of the bridge: visual inspection of the bridge electrical systems including all equipment, sub-systems, electrical installation, raceways, cabling installation, mechanical/hydraulic components. The report shall include:

- Major electrical and mechanical work and modification completed during the year.
- Items of concerns and items identified by the NCC Project Lead for special attention.
- Recommendations
- Reports of Tests and Inspection done by the Contractor and third party.
- Photographs and drawings.

A monthly Work Report summarizing the work done, checklists and the employee hours spent at site should also be submitted.

Time spent for this inspection and writing of the report shall be charged as Monthly service report.

18. Final Inspection

The Contractor shall provide a final inspection of the mechanical and electrical systems within two months of the end of the Maintenance Contract. The final inspection shall be coordinated for inspection in the presence of NCC Representative. Time spent for this inspection shall be charged as a separate lump sum item.

All deficiencies known to the NCC Project Lead and not rectified during the execution of the contract, and those deficiencies uncovered during the final inspection, shall be corrected prior to the Maintenance Contract closeout.

19. Mechanical Equipment and Systems Requiring Attention/Maintenance

The following is a list of major mechanical equipment to be maintained under this Contract. This list is provided for guidance and may not be comprehensive, review of Mechanical Maintenance Manual* will be necessary for review of entire scope.

Apart from the exceptions noted by the NCC Project Lead and Contract Documents, the maintenance shall include all mechanical equipment in the Bridge area, or mechanical equipment that affects or contributes to the safe operation of the Bridge, bridge auxiliaries, or facilities shall be considered as part of this Contract.

Minimum Maintenance/service intervals are provided in the following table in accordance with this key:

- W - Weekly
- M - Monthly
- Q - Quarterly
- SA - Semi Annually (Mid-Season)
- A – Annually (Season Startup)
- 5Y – Every 5 Years

Caution: The recommended intervals are provided for guidance only. Actual intervals may depend on the environment, duty cycle, etc. Adjust the intervals as necessary to provide Preventative Maintenance to ensure reliability. Though certain tasks have been grouped together, such groupings may be arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of this document and not necessarily to dictate the sequence or extent of Maintenance tasks.

* The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

Item	Description	Location	Maintenance/Service/Remarks	Interval
1	Lubrication			
1a	Center Bearing Oil Box (1)	Pivot Pier	Drain and replace oil in oil box	A
1b	Span Drive Cylinder Clevis (2)	Pivot Pier	Pump to displace air or water; clean excess lubricant, two fittings per assembly	M
1c	Balance Wheel Pin (8)	Pivot Pier	Pump to purge; clean excess lubricant, one fitting per pin	W
1d	End Caster Pin (2)	Pivot Pier	Pump to purge; clean excess lubricant, four fittings per pin	W
1e	Live Load Roller Pin (2)	Pivot Pier	Pump to purge; clean excess lubricant, four fittings per pin	W
1f	End Wedge Assembly Hydraulic Cylinder (2)	East Abutment	Pump to displace air or water; clean excess lubricant, two fittings per assembly	M
1g	End Wedge Assembly - Wedge Surfaces (2)	East Abutment	Pump to purge; clean excess lubricant, five fittings per assembly	W
1h	HPU Motor (3)	HPU	See maintenance manual**	A
2	Center Bearing			
2a	Center Bearing	Pivot Pier	Check for: satisfactory operation, leakage, proper lubrication level on dipstick, loose top pivot casting mounting bolts, relative movement between the dust seal and oil box, crack in grout pad (repair/seal cracks as needed), abnormal lubrication conditions, paint damage (clean and paint as needed)	SA
2b	Center Bearing	Pivot Pier	Perform oil analysis	A

* The operational and maintenance documents will be provided electronically to the bidders who will attend the mandatory site visit.

3	Span Drive			
3a	Span Drive Hydraulic Cylinder and Hydraulic Components	Pivot Pier/HPU	Check for leakage at all fittings, site glasses, and seals. Check for: unusual operating conditions, clogged grease fittings, cracks in grout (repair/seal as needed), paint damage (touch up as needed), abnormal lubrication conditions. Visually inspect clevis bearings, cylinder rod, anchor bolts	SA
4	Balance Wheels/End Casters/Live Load Rollers			
4a	Wheels	Pivot Pier/East Abutment	Inspect wheels for damage, ensure wheels rotate freely, check for: abnormal operation, grease fittings are accepting grease, paint damage (touch up as needed)	M
4b	Wheels	Pivot Pier/East Abutment	Purge Grease	A
5	End Wedge Assemblies			
5a	End Wedges and Hydraulic Cylinders	East Abutment/HPU	Check for leakage at all fittings, site glasses, and seals. Check for: unusual operating conditions, clogged grease fittings, cracks in grout (repair/seal as needed), paint damage (touch up as needed), abnormal lubrication conditions. Visually inspect clevis bearings, cylinder rod, anchor bolts	M
5b	End Wedges and Hydraulic Cylinders	East Abutment	Purge Grease	A
6	End of Travel Bumpers			
6a	End of Travel Bumpers	Pivot Pier/East Abutment	Inspect for: damage, rubber fatigue, paint damage (touch up as needed), cracks in grout (repair as needed)	SA

20. Hydraulic Equipment and Systems Requiring Attention/Maintenance

The following is a list of major hydraulic equipment to be maintained under this Contract. This list is provided for guidance and may not be comprehensive. See Volume II* of the O&M Manual for a detailed scope of hydraulic system maintenance activities.

Apart from the exceptions noted by the NCC Project Lead and Contract Documents, the maintenance shall include all hydraulic equipment in the bridge area, or hydraulic equipment that affects or contributes to the safe operation of the bridge, bridge auxiliaries, or facilities shall be considered as part of this Contract.

Minimum Maintenance/service intervals are provided in the following table in accordance with this key:

W - Weekly
M - Monthly
Q - Quarterly
SA - Semi Annually (Mid-Season)
A – Annually (Season Startup)
5Y – Every 5 Years

Caution: The recommended intervals are provided for guidance only. Actual intervals may depend on the environment, duty cycle, etc. Adjust the intervals as necessary to provide Preventative Maintenance to ensure reliability. Though certain tasks have been grouped together, such groupings may be arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the SOW and not necessarily to dictate the sequence or extent of Maintenance tasks.

Item	Description	Location	Maintenance/Service/Remarks	Interval
X	Hydraulic Hoses	Pivot Pier and West Rest Pier	Replace Hose Assemblies	5Y
1	Lubrication	HPU	Coordinate with Section 17.	-
2	Hydraulic System Test Operations	Pivot Pier and East Abutment	Perform test operations for hydraulic systems.	SA
3	Sample Hydraulic Fluid for Analysis	HPU	Send the sample to a laboratory and specify the type of oil and the desire for a minimum cleanliness to ISO 17/15/13 and water content below 0.05 percent.	SA
4	Calibrate System Gauges	HPU	Send the gauges to a certified calibration facility.	A
5	Check Motor	HPU	See Section 19.	-
6	Replace Hydraulic Fluid	HPU	Should an adverse oil sample be collected from the HPU reservoir, the hydraulic fluid should be replaced or filtered using an external filter cart connected to the reservoir fill and drain connections.	As Needed

7	End of Season Maintenance	-	Turn off heater, replace filters F1, F2, and F3.,	A
8	Start-up of Navigation Season	-	Turn on heater, run bypass filter for 6 hours, obtain oil sample, if oil cleanliness does not meet item 3, perform corrective action, which may require replacement of the oil, replacing oil filters and continued bypass filtering and resampling. continue to run bypass filter and resample, perform a test bridge operation cycle and check for oil leaks, check HPU reservoir oil level with bridge closed and wedge cylinders pulled.	A

21. Electrical Equipment and Systems Requiring Attention/Maintenance

The following is a list of major electrical equipment or systems to be maintained under this Contract. This list is provided for guidance and may not be comprehensive.

The maintenance shall include all electrical equipment in the Bridge area that supplies or transmits electrical power, or that affects or contributes to the safe operation of the Bridge, bridge auxiliaries, or facilities shall be considered as part of this Contract.

Minimum Maintenance/service intervals are provided in the following table in accordance with this key:

W - Weekly

M – Monthly

SA – Semi Annually
(Mid-Season)

A – Annually

(Season Startup)

Caution: The recommended intervals are provided for guidance only. Actual intervals may depend on the environment, duty cycle, etc. Adjust the intervals as necessary to provide Preventative Maintenance to ensure reliability. Though certain tasks have been grouped together, such groupings may be arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the SOW and not necessarily to dictate the sequence or extent of Maintenance tasks.

Item	Description	Location	Maintenance/Service	Remarks	Interval
1 Electric Utility Service					
1a	Electric Service Transformer	Utility Transformer Pad Mounted	Inspect physical, condition including evidence of corrosion, grounding, and required area clearances; Check proper installation of As accessible, ensure proper enclosure weather seal against water ingress. Report to the electric utility as necessary.	Performed by Contractor	SA
1b	Emergency Generator Hookup Outlet	Outside wall of electrical room	Inspect anchorage, alignment, grounding, and required area clearances; Check proper conductor terminations, and connections; Clean Unit; Ensure proper enclosure weather seal against water ingress.	Performed by Contractor	SA
1c	Electric Service Feeder Cable	Electric service transformer to MCC in bridge electrical room	Inspect exposed sections of cables for physical damage and evidence of overheating, Secure any loose cable attachment, Inspect all feeder connections. Perform an insulation-resistance test on each conductor with respect to ground and adjacent conductors. The applied potential shall be 1000 volts dc for 600-volt rated cable. The test duration shall be one minute.	Performed by Contractor	A

1d	Submarine Cable	Cable trough across navigable channel	<p>Inspect exposed sections of cables and in channel approach troughs and terminations for physical damage and evidence of overheating. secure any loose cable attachments, Inspect all cable connections. Perform insulation-resistance tests on each conductor with respect to ground and adjacent conductors. The applied potential shall be 500 volts dc for 300-volt rated cable and 1000 volts dc for 600-volt rated cable. The test duration shall be one minute in each instance.</p>	Performed by Contractor	A
1e	Festooned/Flexible Cable	On Bridge Structure between the pivot pier and swing span	<p>Inspect exposed sections of cables for physical damage and evidence of overheating, secure any loose cable attachments, Inspect all cable connections. Perform insulation-resistance tests on each conductor with respect to ground and adjacent conductors. The applied potential shall be 500 volts dc for 300-volt rated cable and 1000 volts dc for 600-volt rated cable. The test duration shall be one minute.</p>	Performed by Contractor	A

2		Power Distribution Equipment on Bridge Structure			
2a	Power Panels	Bridge electrical room	Inspect physical, electrical, and mechanical condition including evidence of moisture or corona; Inspect anchorage, alignment, grounding, and required area clearances; Exercise all active Components; Operate the circuit breakers to insure smooth operation; Check and secure circuit conductor terminations, Verify proper ground and neutral connections; Clean Unit; Ensure proper enclosure weather seal against water ingress. Replace failed circuit breaker(s) as required.	Performed by Contractor	A
2b	Small Distribution Transformer Dry-type (<10 KVA)	Bridge electrical room	Inspect physical and mechanical condition; Inspect anchorage, alignment, and grounding; Clean the unit.	Performed by Contractor	A

2c	Motor Control Centres	Bridge electrical room	Inspect physical, electrical, and mechanical condition of the motor control centres including evidence of moisture or corona; Inspect anchorage, alignment, grounding, and required area clearances; Exercise all active Components; Operate the circuit breakers and contactors to insure smooth operation; Verify proper size and function of the overload relay; Check and secure circuit conductor terminations, Verify proper ground and neutral connections; Clean Unit; Ensure proper enclosure weather seal against water ingress.	Performed by Contractor	SA
2d	Safety Disconnect Switches	In the electrical room and on the bridge structure	Inspect physical, electrical, and mechanical condition including evidence of moisture or corona; Inspect anchorage, alignment, grounding, and required area clearances; Exercise all active Components; Clean Unit; Ensure proper enclosure weather seal against water ingress.	Performed by Contractor	A

3		Control System			
3a	Bridge Control and HPU Operating PLC's	Bridge electrical room	Inspect physical, electrical, and mechanical condition including evidence of moisture or overheating or corrosion; Inspect anchorage, alignment, grounding, and required area clearances; Exercise all active Components; Test and verify all components and operation; Verify proper function and operation of power supply, communication, and I/O modules; Verify field proper connections and function of PLC and field devices; check proper function of the PLC control logic; Check and secure circuit conductor terminations, clean units; Ensure proper enclosure weather seal against water ingress. Replace faulty or failed relays, control switches, and indication lights; Check and secure circuit conductor terminations; Ensure proper enclosure weather seal against water ingress. Replace failed fuse, relay, indication lamp, control switch as required.	Performed by Contractor	SA
3b	Limit Switches (LS): Span Drive Machinery ; End Wedges	Machinery LS are located on Center pivot pier. End Wedge LS are located at each wedge on the east end of the span	Inspect physical, electrical, and mechanical condition; Inspect anchorage and proper alignment with the target(s); Verify proper operation, feedback control and indication; Clean limit switch and associated target. Ensure electrical enclosure and/or junction boxes are properly weather sealed against water ingress. Replace failed limit switch as required.	Performed by Contractor	M

3c	Control Valve Cabinet	Bridge electrical room	Inspect physical, electrical, and mechanical condition; Verify proper operation of the control valves, feedback control and indication; Clean unit.	Performed by Contractor	M
4 Hydraulic Power Unit (HPU) Pump Motor					
4a	HPU Pump Motor	HPU Unit in bridge electrical room	Inspect physical and mechanical condition; Inspect anchorage, alignment, and grounding. Verify the absence of unusual mechanical or electrical noise or signs of overheating; Perform Insulation Resistance test and General Cleaning	Performed by Contractor	SA
5 Traffic Control Equipment					
5a	Traffic Gates and gongs	Bridge Roadway Level	Inspect physical, electrical, and mechanical condition including evidence of moisture or corona; Inspect anchorage, alignment, grounding, and gate arm clearances; Exercise all active components; Test and verify all components and operation; Verify proper function and operation of operator motor, gate arm lights, gong, limit switches, and control interlocks; Check and secure circuit conductor terminations, Clean Unit; Ensure electrical enclosure and/or junction boxes are properly weather sealed against water ingress.	Performed by Contractor	M
5b	Traffic Lights	Bridge Roadway Level	Inspect physical, electrical, and mechanical condition including evidence of moisture or corona; Inspect anchorage, alignment, and grounding; Verify proper function and operation of signal lights and control interlocks; Check and secure circuit conductor terminations, Clean Unit; Ensure electrical enclosure and/or junction boxes	Performed by Contractor	M

			are properly weather sealed against water ingress.		
5c	Navigation Lights	On Bridge Structure	Inspect physical, electrical, and mechanical condition including evidence of moisture or corona; Inspect anchorage, alignment, and grounding; Verify proper function and operation of light fixtures and control interlocks; Check and secure circuit conductor terminations, Clean Unit; Ensure electrical enclosure and/or junction boxes are properly weather sealed against water ingress. Replace failed lamps as required.	Performed by Contractor	M
5d	Warning Horn	On Bridge Structure	Inspect physical, electrical, and mechanical condition including evidence of moisture or corona; Inspect anchorage, alignment, and grounding; Verify proper function and operation; Check and secure circuit conductor terminations, Clean Unit; Ensure electrical enclosure and/or junction boxes are properly weather sealed against water ingress.	Performed by Contractor	M
5e	Span and Roadway Lighting	Bridge Roadway	Test and confirm proper operation. Ensure electrical enclosure and/or junction boxes are properly weather sealed against water ingress. Replace lamps, photo cell, and/or ballast as required.	Performed by Contractor	M
6	General Wiring and Conduit Raceway System				
6a	General conduits and electrical boxes	Electrical room and on bridge structure	Ensure electrical enclosure and/or junction boxes are properly weather sealed against water ingress. Repair broken and/or detached conduits. Provide missing electrical box cover, attachment hardware, and replace and/or provide gasket and sealant as required.	Performed by Contractor	A

22. Work Environment and Known Risks

The Contractor shall ensure that its employees possess the aptitudes/experience, protective clothing, tools and equipment to allow them to perform the Work assigned to them. The Contractor shall provide its Employees with appropriate communication equipment.

The Contractor shall inform its Employees and Subcontractors about known or foreseeable risks inherent in the Work assigned to them and establish the necessary control measures. The Contractor must always ensure supervision, methods and training to ensure the occupational health and safety of its Employees and the Subcontractors it hires under this Contract.

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

- Using heavy machinery on rugged terrain (overturning, crushing, launching of projectiles, back injury, etc.);
- Using dangerous chemical products such as solvents, paint, gas, oil, cleaning products, de-icing agents (eye and skin irritation, respiratory problems or long-term health effects);
- Highway work traffic control; accessing or moving machinery (collision with a vehicle, cyclist, pedestrian, etc.);
- Working with electrical, mechanical, hydraulic, water systems (electrocution, burns, hydraulic fluid injection, being crushed, etc.);
- Working in difficult climatic conditions (sunstroke, dehydration, hypothermia, sunburn, chilblains, etc.);
- Working in enclosed spaces (harmful gas, asphyxia, explosion, etc.);
- Working during storm events or other weather phenomenon (skidding, falling, being dragged, being struck by a falling object, etc.);
- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.);
- Working with electrical equipment (injuries, cuts, lacerations, hearing loss, electrocution, etc.);
- Walking on rugged terrain, uneven or slippery surfaces (falls, dislocations, fractures, etc.);
- Performing exhausting physical work (back injuries, cardio-vascular ailments, etc.).
- Working on or near a body of water (drowning).

23. Contract and Task Authorizations Unit Rates:

The rates/amounts for the Contract and task authorizations shall include all costs, including but not limited to the following:

- a) The cost of all labour, materials and equipment;
- b) Overheads covering and not limited to permits, licenses, drawings, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and

safety measures, subcontractors, etc.;

- c) Mobilization and demobilization (and include traffic control services, if required) are included to enable this work to be carried out effectively, efficiently and safely;
- d) Disposal or recycling of all construction waste;
- e) Mark-ups and profits; and,
- f) Any other costs and expenses.

For the task authorizations, the rates will be based on the tasks related per service call as defined at Appendix B – Table 2.

24. Invoicing – Contract and Task Authorization

24.1 Invoicing for Contract:

- a) The NCC agrees to provide the contractor with a Purchase Order number for the value of the contract.
- b) The NCC will pay the Contractor yearly at the end of each navigation season.
- c) The Contractor will submit a detailed invoice as per rates submitted at Appendix B – Fee Proposal Form - Price Table 1.

24.2 Invoicing for Task Authorizations:

- a) Upon completion of each service call, the Contractor shall seek acceptance of the work from the NCC Project Lead.
- b) The NCC will pay the Contractor on a monthly basis for the services rendered in accordance with the rates provided at Appendix B – Fee Proposal Form – Table 2.
- c) The Contractor will submit an invoice for each task authorization, an invoice indicating the purchase order number and a clear description of the work.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

APPENDIX “A” – Mandatory Requirements

1. Suppliers must fully comply with the following mandatory requirements.
2. Check that the page number is entered in the "Page Number" column for all information supporting each requirement.
- 3. Failure to clearly establish full compliance or to provide the requested documents will render the proposal as non-responsive.**

Item	Mandatory Requirement	Page Number (reference to your proposal)
M1	<p>The Bidder must have a minimum of five (5) years experience across a minimum of three (3) projects in the implementation/maintenance of similar projects within Canada (swing bridges, cranes, canal locks, lift hydraulic locks, etc.).</p> <p>To demonstrate this requirement, Bidder must provide 3 projects including the following information:</p> <ul style="list-style-type: none"> - Name of client - Phone number - Email address - Summary description of scope - Beginning and end dates of project - Outcome of project 	
M2	Provide Proof of a minimum of two (2) certified electrical technicians with five years of experience in similar related projects.	
M3	Provide Proof of a minimum of two (2) certified mechanical technicians with five years of experience in similar related projects.	
M4	Provide Proof of a minimum of two (2) certified Hydraulic technicians with five years of experience in similar related projects.	

**Appendix B – Fee Proposal Form
YEARS 1 to 5**

The all-inclusive pricing is for the provision of services as detailed per the SoW. The pricing is expressed in Canadian dollars and travel time shall be included in the submitted rates.

Item	Description	Unit of measurement (UoM)	Estimated Quantities	Rates Year 1 May 15, 2023 to October 30, 2023	Rates Year 2 May 15, 2024 to October 30, 2024	Rates Year 3 May 15, 2025 to October 30, 2025	Rates Year 4 May 15, 2026 to October 30, 2026	Rates Year 5 May 15, 2027 to October 30, 2027	Total Estimated Price G= AxB+AxC+AxD+AxE+AxF
			A	B	C	D	E	F	
TABLE 1 - Required Maintenance Services									
1	Annual navigational start-up, training of bridge operating personnel at the start of the season, support/inspection including Annual Inspection Report. [SoW Clauses 5.4, 5.7 and 17]	Per year	1	\$	\$	\$	\$	\$	\$
2	Monthly Electrical/Mechanical/Hydraulic maintenance of the Bridge providing committed hours of labour as per the SoW and including the monthly work report May to October [SoW Clause 19, 20 and 21]	Per year	6	\$	\$	\$	\$	\$	\$
3	Monthly Service Reports – May to October [SoW Clause 17]	Per year	6	\$	\$	\$	\$	\$	\$
4	Winterization [SoW Clause 5.8]	Per year	1	\$	\$	\$	\$	\$	\$
5	Final Inspection Report -[SoW Clause 18]	LS	1	\$	\$	\$	\$	\$	\$
6	Preparation for implementation of emergency detour plan – [SoW Clause 5.1.B] for Year 1 only	LS	1		X	X	X	X	\$

Item	Description	Unit of measurement (UoM)	Estimated Quantities	Rates Year 1 May 15, 2023 to October 30, 2023	Rates Year 2 May 15, 2024 to October 30, 2024	Rates Year 3 May 15, 2025 to October 30, 2025	Rates Year 4 May 15, 2026 to October 30, 2026	Rates Year 5 May 15, 2027 to October 30, 2027	Total Estimated Price
			A	B	C	D	E	F	G= AxB+AxC+AxD+AxE+AxF
7	Yearly Allocation for Task Authorizations (quoted & invoiced as per Table 2 unit rates)	\$	Refer to Table 2	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Table 1 – Sub-Total									\$
HST (13%)									\$
Table 1 Total (Contract Amount)									\$

TABLE 2 – TASK AUTHORIZATION (TA) UNIT PRICE (Services on an as-needed basis)									
Item	Description	UoM	Estimated quantities	Rates Year 1	Rates Year 2	Rates Year 3	Rates Year 4	Rates Year 5	Total estimated price
			A	May 15, 2023 to October 30, 2023 B	May 15, 2024 to October 30, 2024 C	May 15, 2025 to October 30, 2025 D	May 15, 2026 to October 30, 2026 E	May 15, 2027 to October 30, 2027 F	
8	Additional Technician Hours as determined based on-site visit and site conditions as approved by NCC. Representative	Per hour	64	\$	\$	\$	\$	\$	\$
9	Emergency service call available outside canal operating hours. (Contractor must be onsite within 4 hours of emergency call) - [SoW Clause 5.1]	Per hour	16	\$	\$	\$	\$	\$	\$
10	Rental of a 125kW Generator. Provide a 600 V, 3 Phase, 4-wire generator to connect to the existing generator docking receptacle - [SoW Clause 8.11]	Per hour	16	\$	\$	\$	\$	\$	\$
11	Implementation of emergency detour, including first week of sign rentals - [SoW Clause 5.1.2]	Per month	1	\$	\$	\$	\$	\$	\$
12	Additional weeks of detour sign rentals - [SoW Clause 5.1.2]	each	1	\$	\$	\$	\$	\$	\$
Table 2 – Sub-Total									\$
HST (13%)									\$
Table 2 Total									\$

Amount for bid evaluation ONLY:

Table 1 Total = \$ _____

Table 2 Total = \$ _____

Total Evaluated Price= \$ _____