

INVITATION TO TENDER
Tender / Contract Form

Snow Removal and Ice Control Services for Official Residences in Ontario

NCC TENDER FILE #: **ES040**

<p>ADDRESS INQUIRIES TO:</p> <p>Emilie Scheckman Sr. Contract Officer emilie.scheckman@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE:</p> <p>October 13, 2023 at 3:00pm EDT</p>	
<p>RETURN TENDERS TO Submit offer on this tender / contract form and return to:</p> <p>Procurement Services National Capital Commission</p> <p>Tenders must be e-mailed → Bids-Soumissions@ncc-ccn.ca</p> <p>Please reference tender # ES040</p>	
<p>DESCRIPTION OF SERVICES:</p> <p>Snow Removal and Ice Control Services for Official Residences in Ontario</p>	<p>LOCATION:</p> <p>Canada`s Capital Region – Ottawa, Ontario</p>
<p>MANDATORY SITE VISIT:</p>	<p>A MANDATORY site visit will be held on October 3, 2023 at 10:00 am (EDT).</p> <p><u>All parties intending to submit a bid MUST attend the site visit in order for their bid to be valid.</u></p> <p>Bidders must communicate with the Contracting Authority, emilie.scheckman@ncc-ccn.ca no later than September 29, 2023 at noon to confirm attendance and provide the name(s) and date(s) of birth of the person(s) who will attend.</p> <p>The Contracting Authority will communicate the site visit location(s) and details by email once attendance has been confirmed. Further information can be found in Section Instructions to Tenderers.</p> <p>All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.</p>



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I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services in accordance with the Terms of Reference, terms and conditions, **for the all-inclusive lump sum prices as set out in Section III herein.**

II. GENERAL AGREEMENT

The Contractor agrees:

1. to provide snow removal and ice control services, in the province of Ontario, as per the Terms of Reference, starting November 1, 2023 and ending on May 31, 2026. On completion of this period, the Contractor grants NCC the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods on the same terms and conditions.
2. that this Offer and Agreement, together with the Terms of Reference, 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 6 – 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 and 3 (Renewal Term(s)) of the Contract, solely at the option of the Surety, and for the two (2) option years solely at the option of the Surety, if the option year is exercised.
 - ii) Or a security deposit in the amount of 10% of the Total Contract Price, including all applicable taxes in accordance with Point 6 ii) 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 NCC 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.
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



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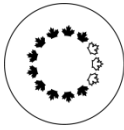
**Snow Removal and Ice Control Services for Official
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will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.

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.



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III. PRICING

The Contractor agrees that the following are the all-inclusive lump sum prices referred to in Clause I.

The Bidder agrees that:

- (a) the Lump Sum Price Table designates that part of the Work to which a Lump Sum Price Arrangement applies.
- (b) the annual price must be entered for each item listed; and
- (c) the following table is the Lump Sum Price Table for the purposes of the tender and the Contract:

Pricing Table

ITEM	DESCRIPTION	YEAR 1 (Nov 1, 2023 to May 31, 2024)	YEAR 2 (Oct 1, 2024 to May 31, 2025)	YEAR 3 (Oct 1, 2025 to May 31, 2026)	OPTION YEAR 1 (Oct 1, 2026 to May 31, 2027)	OPTION YEAR 2 (Oct 1, 2027 to May 31, 2028)
1	Site 1					
2	Site 2					
3	Site 3					
4	Site 4					
5	Site 5					
SUB-TOTAL ANNUAL PRICE						
13% HST (Sub-Total Annual Price x 13%)						
TOTAL (Sub-Total Annual Price + 13% HST)						
TOTAL CONTRACT PRICE (Total Year 1 + Year 2 + Year 3)						
TOTAL EVALUATED PRICE (Total Year 1 + Year 2 + Year 3 + Option Year 1 + Option Year 2)						

*Note that this document has been sanitized due to the location of work. Site locations will be included in the Contract at Contract award.

IV. BASIS OF AWARD

An offer must comply with all the requirements of the Contract to be declared responsive. The Responsive offer with the lowest total evaluated price will be recommended for issuance of a contract.

The Commission reserves the right to cancel the Invitation to Tender and/or to reissue the Invitation to Tender in its original or amended form. The Commission also reserves the right to enter into negotiations with the successful bidder and/or any other bidder.



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V. INVOICING

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

VI. ENQUIRIES

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

VII. SECURITY REQUIREMENTS

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

The NCC Contracting Authority responsible for this contract is:
Emilie Scheckman
Senior Contract Officer



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National Capital Commission
Telephone: 343-552-5976
E-mail address: emilie.scheckman@ncc-ccn.ca

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

NCC Client Representative

The NCC Client Representative for the Contract is:
_____ (to be entered at contract award)

Title
National Capital Commission
Telephone: 613 239-5678 ext. _____
E-mail address: ____@ncc-ccn.ca

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

Contractor's Representative

Name: _____

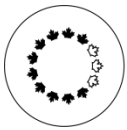
Telephone No.: _____

E-mail address: _____

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



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X. ADDENDUM ACKNOWLEDGEMENT

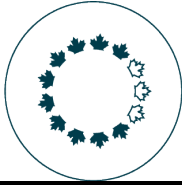
I/We acknowledge receipt of the following addenda _____ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

XI. SIGNATURE OF OFFER

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

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

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE
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NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

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. Mandatory Site Visit

A **MANDATORY** site visit will be held on **October 3, 2023 at 10:00 am** (EDT).

Bidders must communicate with the Contracting Authority no later than **September 29, 2023 at noon** to confirm attendance and provide the name(s) and date(s) of birth of the person(s) who will attend.

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

5. Revision of Tenders

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

Changes must be clearly identified.

INSTRUCTIONS TO TENDERERS

6. Security Requirements

- i) The Bidder shall submit tender security with the tender in the form of a bid bond or a security deposit in an amount that is equal to and not less than **10% of the Total Contract Price** including all applicable taxes. The Total Contract Price is the sum of the three (3) 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>

- ii) 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

7. Acceptance of Offer

The lowest or any tender not necessarily accepted.

8. 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 III.

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 HST (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.

INSTRUCTIONS TO TENDERERS

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.

9. Applications for Approval Certificates

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

BID BOND

	Bond Number _____
	Amount \$ (10%)

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

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

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

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within ninety (90) days after closing date of the tender:
 - 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does
 - 2. upon notification of acceptance of tender, furnish a Performance Bond and a Payment of Labour and Material Bond for each at 50% of year one (1) Contract Amount including taxes for first year ("Initial term"), then annually renewable for Years 2 and 3 (Renewal Term(s)) of the Contract, solely at the option of the Surety, and for the two (2) option years solely at the option of the Surety, if the option year is exercised;
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Note: Affix Corporate seal if applicable.

Principal	
Witness	
Surety	

Snow and Ice Control Services for Official Residences in Ontario

Terms of Reference

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1. INTRODUCTION

The National Capital Commission (NCC) is seeking services from experienced Contractors to provide snow and ice control services (hereafter referred to as SNIC) for five (5) official residences in Ontario (exact location to be shared at mandatory site visit).

The Contract is for a period of three (3) years (three winter seasons) from November 1st, 2023, to May 31, 2026, plus two one-year options to extend at the same terms and conditions. Service is to be provided as follows:

- Year 1: November 1, 2023 to May 31, 2024
- Year 2: October 1st, 2024, to May 31, 2025
- Year 3: October 1, 2025 to May 31, 2026
- Option Year 1: October 1, 2026 to May 31, 2027
- Option Year 2: October 1, 2027 to May 31, 2028

The work described in these terms of reference cover all labour, equipment and tools necessary to carry out SNIC operations on designated areas. Exact boundaries of each work site shall be verified with the NCC Client Representatives during site visit(s).

2. SPECIAL INSTRUCTIONS

The work covered under this Contract must be performed in a friendly, courteous, and client-oriented manner. Professionalism must be maintained at all times. All guests on the grounds have the right of way and work will only be done from an un-intrusive distance. A proper combination of skills and performance must be demonstrated to provide quality snow & ice clearing that will assist the NCC in fostering pride and satisfaction in all those who view these prestigious locations.

The NCC reserves the right to inspect the Contractor's equipment before the Contract is awarded.

3. ALTERATIONS

3.1. NCC Termination Right

Pursuant to section 4.0 of the Financial Administration Act, it is a term of every Contract for the payment of any money by the NCC, that payment under the Contract is subject to there being a parliamentary appropriation for the fiscal year in which any commitment under the Contract is due and payable. If there is no parliamentary appropriation, the NCC shall have the right to deliver notice in writing to the Contractor terminating the agreement in its entirety.

In the event that the NCC elects to permanently or temporarily withdraw any site or maintenance activity, then the Contractor shall be relieved of any further rights or obligations hereunder in respect of such site or maintenance activity, including without limitation the right to recover any part of the fee of the Contract that would otherwise have been payable to the Contractor in respect of such withdrawal. The Contractor acknowledges that should the NCC withdraw any site or maintenance activity, then the Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to these Terms and Conditions, any Contract or otherwise in respect of such decision made by the NCC.

3.2. Alterations to Scope of Contract

The NCC reserves the right to make alterations to any part of the Subject Matter at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions or withdrawals of sites or Maintenance activities and sub-activities (e.g., snow ploughing, snow blowing, snow removal, ditch clearing).

3.3. After Contract Award

The NCC shall notify the Contractor in writing of any alteration and shall provide a description of the sites, activities or sub-activities to be added, re-allocated, revised or withdrawn. The NCC's right to make alterations is unlimited.

4. GENERAL PROCEDURES

4.1. Work Included

The work included in this specification involves the supplying of all labour, equipment, and tools necessary to perform the work described in Section 5. (Technical Procedures)

4.2. Special Instructions

All Contractors shall refer to the paragraph to Section 2 – Special Instructions. Any special conditions or considerations shall be specified in this paragraph and are an integral part of this specification.

4.3. NCC Client Representative

The successful Contractor shall ensure he has been informed and is aware of the official NCC Client Representative for the area described herein. Although authority and responsibility for the immediate area may rest elsewhere the only contact for the Contractor is the official NCC Client Representative. Notification of a change of the official NCC Client Representative will be forwarded to the Contractor in writing.

4.4. Availability

The Contractor shall arrange with the NCC Client Representative, in conjunction with NCC Contracting Authority, a suitable communication link for normal contacts and for urgent situations. Furthermore, the Contractor shall identify the level of authority of his personnel.

4.5. Dress Code

The Contractor shall be aware that NCC dress regulations stipulate that all employees of the Contractor shall be dressed in a neat and presentable fashion. All clothing shall be of the same colour and style, excluding the colour blue. The company name and employee's name shall be prominently displayed on outer clothing at all times. CSA GREEN TRIANGLE approved footwear shall be worn at all times.

Non-compliance of this regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.

4.6. Codes and Standards

All the work shall be in accordance with the following codes and standards:

- Canada Labour Code Part II ;
- The Occupational Health and Safety Act and Regulations for Industrial Establishments.
- The Occupational Health and Safety Act for Construction Projects; and
- Any other code of provincial or local application provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

4.7. Vehicles

All vehicles used by the Contractor shall be kept in a clean and presentable condition and shall meet the provincial safety standards. The company name shall be prominently displayed on the sides of the vehicles. Entrance access points to the site will be indicated during the site visit. Private vehicle parking shall not be allowed on the site.

4.8. Disposal Fees

The Contractor is responsible for any disposal fees during the life of this Contract.

4.9. Payment

- a) The processing of accounts for scheduled snow clearing will be at the end of each month upon acceptance of services and on receipt of the Contractor's invoice. The NCC Contract number shall appear on each invoice submitted by the Contractor as well as the amount per site.
- b) The final payment and the performance bond will be withheld until all damages to the landscape and facilities caused by the Contractor have been repaired to the satisfaction of the NCC Client Representative.

4.10. Conduct

All contracted employees shall behave in a polite and courteous manner to all residents, state visitors, public and staff. Course language, shouting, lurid gestures and spitting will not be tolerated.

Non-compliance of this regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.

4.11. Toilet Facilities

Toilet facilities are available at site 1 but are not available at the other Official Residences sites.

4.12. Security Requirements

Terms of Reference – Snow and Ice Control Services for Official Residences in Ontario

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 ***SITE ACCESS***

4.13. Non-compliance

NOTE should be taken by the Contractor that on the issuance of the THIRD non-compliance (See Sections 4.6, 4.11, 5.3, 5.4, 5.7, 5.8) the Contract shall be subject to termination.

5. TECHNICAL PROCEDURES

5.1. Work schedule and order of operation for snow and ice clearing

- a) Snow clearing is for each precipitation seven (7) days a week.
- b) All snow and ice are to be cleared by 7:00 a.m. and snow and ice clearing operations to be maintained after 7:00 a.m. if snow accumulation persists beyond that time. (As detailed in section 5.12)
- c) Snow and ice operation is to terminate only after all snow and ice is completely cleared.
- d) Drifting snow to be removed twice daily.
- e) Site 1 sidewalk, staff parking lot and the security gate at Site 1 are 1st priority.
- f) Snow clearing must take place when snow depth accumulation is 1 cm or more for Site 1 sidewalk, parking lot, and granite forecourt area.
- g) Snow clearing must take place when snow depth accumulation is 2 cm or more for Sites 2, 3, 4 and 5.
- h) In addition, on an event day (12 included), sidewalks and forecourt must be 100% cleared and non-slip.
- i) Motorized Sweeper with only nylon brushes (not metal/nylon brushes) must be used for Site 1 sidewalks and granite forecourt.
- j) Snowplows must be fitted with nylon /plastic edges on blade for Site 1 granite forecourt areas.
- k) Motorized Snow blower must be used to widen roadways.
- l) Grit or salt may be used in freezing rain and icy conditions or when specified by NCC as per section 5.9.
- m) Contractor must immediately notify NCC Client Representative if denied access to a site by security, and Contractor must be prepared to return to that site once access has been granted.
- n) Consistency with equipment operators is required, for example the same regular members of the Contractor's team; they must be security cleared and familiar with the Official Residences site conditions and peculiarities.

5.2. Flexibility

The Contractor shall be prepared to move employees and equipment from the site upon the request of the NCC Client Representative in order to accommodate any special event or function that may arise on the site. On average, there are 12 such events that take place every year. In the vast majority of cases, the dates and times of the events are known in advance to the NCC Official Residences staff. The NCC will give as much lead-time as possible to notify the Contractor, when such events occur. The Contractor must be very flexible due to

politically sensitive issues.

5.3. Debris

- a) All debris in the path of snow clearing equipment shall be picked up and not shredded or pushed into a snow pile.
- b) All the litter picked up will be removed from the site at the Contractor's expense.

Non-compliance of this regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.

5.4. Refuelling

- a) The refuelling of all equipment shall only be done in the designated parking location.
- b) The fuel containers are not to be moved from this location except when leaving the site.
- c) A fully functional chemical fire extinguisher shall be present at the refuelling location.

Non-compliance of this safety regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.

5.5. Equipment

- a) All the equipment brought on site must be clean, presentable and in excellent working order. Dilapidated, rusty equipment shall not be tolerated.
- b) Leaking of fluids from the equipment shall not be tolerated.
- c) The noise level of the equipment must be kept at the manufacturer's specifications, but equipment of an extremely loud level will be subject to approval by the NCC.
- d) All regular maintenance and lubrication shall be done off site.
- e) Small adjustments and minor repairs may be allowed at the designated parking location.
- f) Should a breakdown occur, the equipment shall be removed and repaired off site. The NCC Client Representative must be informed if this happens.
- g) If replacement equipment is required to complete the operation, it shall be promptly supplied at the Contractor's expense including transportation to the site.

5.6. Damages

- a) The NCC Client Representative must be notified immediately if any damage has been done.
- b) Damages caused to plant material, hard surfaces, structures or other items as a result of the work of the Contractor or deficiency of their equipment and personnel shall be repaired or replaced at the Contractor's expense.
- c) Care shall be taken not to 'scalp' the lawn with the snow clearing equipment.
- d) Leave a protective layer of 15 cm of snow to cover the grass.
- e) The damage shall be repaired or replaced to the satisfaction of the NCC Client Representative or the owners of the affected property within five (5) working days of the damage being caused if possible, or at the end of the winter season.

5.7. Safety

- a) A fully functional chemical fire extinguisher shall be present at the refuelling location.
- b) The person doing the snow clearing around the buildings will be required to wear a safety helmet.
- c) Hand snow blower operators will be required to wear ear and eye safety equipment.
- d) CSA GREENTRIANGLE approved footwear shall be worn at all times.

Non-compliance of this safety regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.

5.8. General Instructions

- a) No blowing, ploughing, storing or shovelling snow against or onto trees, shrubs, fences, buildings or other amenities. **Non-compliance of this regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.**
- b) No excessive distribution of de-icing product on walkways, sidewalks, doorways and roads. **Non-compliance of this regulation of the Contract shall result in the offending employees being excluded from further work under this Contract.**
- c) Provide all snow and ice removal equipment vehicles, machinery, shovels, etc, all de-icing supplies required to deliver all Snow and Ice Control services.
- d) The Contractor shall provide all Snow and Ice Clearing services on and around all roadways, parking areas, fire lanes, and building access (entrances, exits.) (maps will be provided at mandatory site visit). This includes, but is not limited to, sweeping, mechanical snow blowing, ploughing, piling, shovelling, removing, transporting and de-icing.
- e) Remove all snow and ice from all roads indicated on the map provided at the mandatory site visit, to ensure continuous, safe use and passage. Ensure that all parking spaces remain clean of any snow or ice at all times.
- f) Clear snowbanks in front of any pedestrian access to buildings, in front of any roadway access points, in front of any roadway intersections, in front of any parking entrances.
- g) Clear all roadways, with drainage systems (surfaces, drains, culverts, grates, manhole covers, etc.) of any snow and ice.
- h) The full width of any surface (roadways, parking lots, lanes, open spaces, etc.) is to be cleared of any snow and ice.
- i) Clear roadways and parking lots road edge to road edge. No encroachment or obstacle whatsoever on any roadways, intersections, parking lots and/or parking spaces is allowed.
- j) Clear snow and ice around vehicle and pedestrian gates and opening mechanism at all Official Residences. Ensure all gates remain clear of snow and ice at all times.

Terms of Reference – Snow and Ice Control Services for Official Residences in Ontario

- k) Stockpile snow only at designated areas determined each year by the NCC Client Representative
- l) Stockpiling areas to be determined by the NCC Client Representative.
- m) Snow stockpiles at Site 1 must be removed within 48 hours after a snowstorm and transported to the Site 1 designated snow dump area, this must be coordinated with an NCC Client Representative.
- n) Snow stockpiles at Site 2, 3, 4 and 5 must be removed and transported to the Site 1 snow dump area, this must be coordinated with an NCC Client Representative.
- o) Traffic/regulatory or any other sign to be visible at all times (e.g. obstructing snow banks and/or snow and ice adhering to signs to be removed).
- p) Any potholes or unsafe conditions to be rectified as they occur as directed by NCC Client Representative.
- q) Snowbanks higher than 1 meter to be removed as directed by NCC Client Representative
- r) Remove snow and ice banks that encroach on the travelled portion of the roadway or that might hinder the visibility of traffic at intersections.

5.9. De-icing Materials

- a) Use only on asphalt surfaces not on gravel roads. Environmentally friendly de-icing material Calcium Magnesium Acetate (CMA) must be used on all asphalt surfaces, granite and concrete and must comply with O.P.S.S. 2502 material specifications and shall be 9.75 mm (3/8") maximum and 2.36 mm (1/8") minimum in size. Any other material used for ice control shall be approved by the NCC before its use. There shall be no stockpiles of CMA, winter grit, salt or sand on NCC Lands and/or Government Sites without prior NCC approval.
- b) Roadway Granules (Winter Grit) for gravel roads: The granules shall consist of clean, crushed, sharp particles of aggregate, and free of soft particles, loam, vegetable matter or any other foreign matter. The granules shall be sharp and angular in nature and be produced from crushed limestone. Crushed stone granules. (NB grit size to be confirmed for Gravel roads)
- c) Abrasive material to be applied on a continuous basis during slippery (e.g. freezing rain) conditions and until surfaces are clear (and remain clear) of any snow and ice. Remove any excessive abrasive material on a daily basis (type of abrasive/de-icing material varies depending on location – see above).
- d) Crushed rock salt is permitted during freezing rain and severe weather with prior NCC approval. Crushed rock salt must comply with O.P.S.S. 2502 material specifications and shall be 9.75 mm (3/8") maximum and 2.36 mm (1/8") minimum in size. Any other material used for ice control shall be approved by the NCC before its use. There shall be no stockpiles of salt or sand on NCC Lands and/or

Terms of Reference – Snow and Ice Control Services for Official Residences in Ontario

Government Sites without prior NCC approval.

5.10. Flood Control

- a) All potential flooding to be controlled within eight (8) hours of occurrence.
- b) Inspect/report daily in fall, winter and spring and control as required.
- c) Check and clear all catch basins, storms, culverts and drain ways following storms and during mild temperatures.
- d) Clear ice, snow and debris away from drain units to ensure proper drainage. Free drains that are iced or blocked and keep them in good working order (drains to be maintained free of ice at all times).
- e) Cut openings in snowbanks to allow water to drain into ditches.
- f) Keep ends of culverts free of snow and ice.
- g) All preventative flood control measures to be completed (and repeated if required) at least 30 days before spring thaw.

5.11. Road & Path Markers

The NCC shall:

- a) Install and remove road, path, and drain markers where required.
- b) Identify on site with the Contractor all catch basins and drains, and place markers to warn equipment operators of obstructions, ploughing limits or potential hazards.

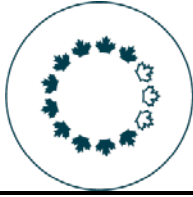
5.12. Snow Accumulation

The maximum allowable accumulation of snow, at any given time during a storm is two (1) cm at Site 1 and two (2) cm at Sites 2, 3, 4 and 5.

5.13. Bins with de-icing material CMA

The NCC shall

- a) Install bins with environmentally friendly de-icing material CMA at Sites 1,2,3,4,5 near major doorways.
- b) Supply all de-icing material CMA for the bins at Sites 1,2,3,4,5



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

The contractor will not subcontract any of the services.

3. Indemnification

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

4. Property of the National Capital Commission

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

5. Permits and By-Laws

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

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

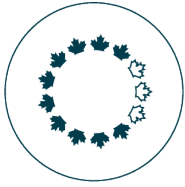
Should the Contractor receive notice from the Technical Authority requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect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

26. Liability Insurance

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

27. Workers Compensation

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



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

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 **SITE ACCESS** ⁽¹⁾

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

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

Security screening of individual

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

Fingerprinting

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 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

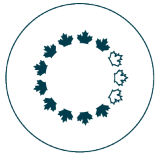
The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

- They must be employees of the contractor's firm

Responsibilities of the Company Security Representative

The CSO responsibilities are the following:



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets
 - The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors
 - Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.
 - When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.
- If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

Access to site

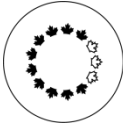
All visits to site shall be coordinated with and approved through NCC Corporate Security.

Confidentiality and Safeguarding

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

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

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



Occupational Health and Safety Requirements

1. General

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

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

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

1.3.1 health and safety of persons on site;

1.3.2 safety of property on site;

1.3.3 protection of persons adjacent to the site; and,

1.3.4 protection of the environment.

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

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

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

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

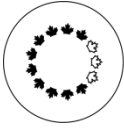
(d) Employment standards legislation in the province(s) in which any part of the work is performed; and

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

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

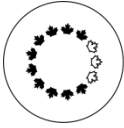
1.5 By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.

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



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



2. Qualifications of Personnel

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

3. Certification

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

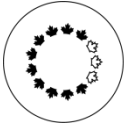
4. Plans Policies and Procedures

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

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

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

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



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

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
 - (b) reporting or procedural requirements;
 - (c) resolution of deficiencies.

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