

INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #:

AL1684

<p>ADDRESS INQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613) 239-5678 ext 5051 tel. allan.lapensee@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: January 12, 2017 at 3:00pm Ottawa time</p>	
<p>RETURN ORIGINAL Submit tender on this tender / contract form and return to:</p>	<p>→ Procurement Services National Capital Commission 40 Elgin Street 2nd floor Security Office Ottawa, ON K1P 1C7 Reference NCC tender file # AL1684</p>
<p>DESCRIPTION OF SERVICES: Janitorial Services, Sanitary Waste Management and Litter Control</p>	<p>LOCATION: Canada`s Capital Region Rideau Canal Skateway</p>

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

AL1684

I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services and/or goods in accordance with the Statement of Work, terms and conditions, **for the all-inclusive lump sum and/or unit price(s) as set out in section III herein.**

II. GENERAL AGREEMENT The Contractor agrees:

1. To perform the Work for three (3) years until March 31, 2020 at the same rates.
2. **to provide at his/her own cost the following securities:**
 - (a) **with your tender to ensure entry into a contract a bid bond from an [acceptable company](#), a certified cheque made payable to the National Capital Commission, or, "Cash" in the amount of \$ 5,000.00 of the bid amount including taxes.**
 - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond for each \$ 10,000.00 including taxes, or, "Cash" in the amount of \$ 10,000.00 including taxes;**
3. that this Offer and Agreement, together with the Statement of Work, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

INVITATION TO TENDER

Tender / Contract Form

NCC TENDER FILE #:

AL1684

III. PRICING

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

PLEASE ATTACH APPENDIX 2 PRICE FORM AND TRANSFER THE TOTAL AMOUNT EXCLUDING TAXES HERE	
---	--

\$

Basis of award will be the bidder who meets all of the terms and conditions, and, who offers the NCC the lowest total amount. Lowest or any tender NOT necessarily accepted. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

IV. INVOICING

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded in triplicate to:
 Accounts Payable
 National Capital Commission
 3rd Floor
 40 Elgin Street
 Ottawa, ON
 K1P 1C7
 or forward one invoice in Adobe (.pdf) format by email at payables@ncc-ccn.ca .
- 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.

INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #:

AL1684

V. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer 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.

VI. 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 sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).

Name and address of Contractor : Tel-Tél: Fax-Télécopieur: E-mail:	Signature(s) Title: Date:
---	---

Accepted & executed on behalf of the Commission this _____ day of _____, 2017

<p align="center">COMMISSION USE ONLY NCC SIGNATURE ONLY</p>	<p align="center">TITLE</p>
---	------------------------------------

INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

The tenderer may revise his tender by fax, or letter provided it is received before the tender closing date and time.

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

- i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission.

OR

- ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission.

OR

- iii) Bonds of the Government of Canada payable to bearer.

OR

- iv) Cash

3. Upon notification of acceptance of tender :

1. If the tender is valued at less than \$30,000.00 including taxes, the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause 2 of the Tender/Contract.
2. If the tender is valued in excess of \$30,000.00 including taxes, the successful tenderer shall be called upon by Procurement Services to provide the security as described in Clause 2 of the Tender/Contract.

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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. Insurance

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

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

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

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.

SECURITY REQUIREMENTS

Security Requirements

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

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

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

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chairman and/or Executive Vice-President and General Manager 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 Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Project Manager/Officer. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

3. Members of The House of Commons

No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

4. 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.

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. 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.

7. 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.

8. Publicity

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

9. Materials, Equipment, etc. to become Property of the National Capital Commission

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Project Manager/Officer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the Project Manager/Officer the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 20.

12. 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 Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

1. have access to the work at all times during its execution and the Contractor will provide the Project Manager/Officer with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Project Manager/Officer shall decide whether anything done or not done as a result of directions given under this 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 20 hereof.

The Contractor shall comply with any decision or direction of the Project Manager/Officer given under this section.

GENERAL CONDITIONS

14. Delay, Non-compliance, or Default by the Contractor

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

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the Commission may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager/Officer, terminate the contract in accordance with Section 17.

15. 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 Architect/Engineer that the additional cost, loss or damage is directly attributable to:
 - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
 - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

16. Protesting Project Manager/Officer's Decision

If the Contractor, within 10 days of receiving any decision or direction of the Project Manager/Officer, gives written notice to the Project Manager/Officer that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 20, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

1. The 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 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 Commission suspends the work for a period in excess of 30 days the Contractor may request the Commission to terminate the work under sub-section 4 hereof.
3. If the Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

18. 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.

19. 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.

GENERAL CONDITIONS

20. Determination of Costs

For the purposes of Section 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Section 25.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the Project Manager/Officer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Project Manager/Officer.

21. 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 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 years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the 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.

22. Extension of Time

The 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 Commission such delay was due to causes beyond the control of the Contractor.

23. Cleaning of Work

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Project Manager/Officer.

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
 - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
 - ii) The Project Manager/Officer and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Project Manager/Officer and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 20 hereof.

GENERAL CONDITIONS

3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Project Manager/Officer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Project Manager/Officer in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the Project Manager/Officer.
4. Sixty (60) days after the issue by the Project Manager/Officer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 12, surety bond or security deposit pursuant to Clause 5 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within 60 days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
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.

26. 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.

GENERAL CONDITIONS

27. 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 Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the 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 Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

28. Workers Compensation

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

Occupational Health and Safety Requirements

1. General

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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

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

BID BOND

Bond Number _____

Amount \$ _____

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

Bond Number _____

Amount \$ 600,000.00

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

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

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

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

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

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

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

for: _____.

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

LABOUR AND MATERIAL PAYMENT BOND

Bond Number _____

Amount \$ _____

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

**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 : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque 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 :
Postal Code / Code postal :		

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 one of your business cheque unsigned and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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

Rideau Canal Skateway

Janitorial Services, Sanitary Waste Management and Litter Control

Statement of Work

NCC file #AL1684

December 2016

1	INTRODUCTION	3
1.1	CONTEXT	3
1.2	TERM OF CONTRACT	4
1.3	SCOPE OF WORK	4
1.4	CONTRACT BOUNDARIES	4
2	TYPICAL TERMS AND CONDITIONS	5
2.1	INTERPRETATION	5
2.2	EXTENDED MEANINGS	7
2.3	ALTERATIONS	8
2.4	CONTRACTOR’S OBLIGATIONS.....	8
2.5	TERMINATION	10
2.6	DEFAULT PROVISIONS	11
2.7	GENERAL PROVISIONS.....	12
3	GENERAL REQUIREMENTS	16
3.1	EMPLOYEES.....	16
3.2	HOURS OF WORK.....	16
3.3	VEHICLES, MATERIALS & ASSETS.....	16
3.4	CHANGES TO THE SCHEDULE.....	17
3.5	PUBLIC SAFETY	17
3.6	DAMAGE CAUSED BY CONTRACTOR	18
3.7	ENVIRONMENTAL REQUIREMENTS	18
3.8	MEDIA RELATIONS	18
3.9	TRANSITION	18
3.10	SITE ACCESSIBILITY	18
3.11	VOLUNTEERS.....	18
3.12	RESPONSE PLAN FOR TOXIC SPILLS.....	18
4	OPERATION AND MAINTENANCE REQUIREMENTS	19
4.1	GENERAL	19
4.2	CHALETS CLEANING & MINOR MAINTENANCE	19
4.3	LITTER CONTROL	20
4.4	FIRE PIT MANAGEMENT	21
4.5	SANITARY WASTE MANAGEMENT	22
4.6	DISPOSAL OF LITTER, RECYCLABLES AND COMPOSTABLE MATERIAL.....	22

APPENDICES

- Appendix 1 GIS maps of the RCS
- Appendix 2 Price form (please attach to the AL1684 tender/contract form)

1 Introduction

The National Capital Commission is proceeding with an invitation to tender for the provision of janitorial services, sanitary waste management and litter control required for the operation and maintenance of the Rideau Canal Skateway.

The NCC is contracting out the provision of these services and materials with the objective of obtaining high standards of service excellence.

1.1 Context

1.1.1 The Capital Stewardship Branch

The National Capital Commission (NCC), through its Capital Stewardship (CS) Branch, manages the natural and built facilities and assets in the National Capital urban area. These facilities and assets contribute to Ottawa’s rich symbolic setting as the seat of national government. The CS Branch manages and protects these assets in order to provide a safe and enjoyable experience for all users.

The CS Branch manages contracts which provide high quality maintenance services for the Commission’s urban sites as well as summer and winter maintenance of major federal institutions in the Capital, such as Parliament Hill. Effective operation, protection, maintenance and lifecycle management is required for a diverse mix of urban assets ranging from urban conservation areas, green spaces, parkways, downtown parks, pathways, monuments and buildings of national significance. The overall objectives of the maintenance practices are to protect and preserve these for all Canadians. In achieving these objectives, the NCC is committed to planning, developing and implementing all of its programs and activities in a manner designed to minimize adverse effects on the environment and ideally enhance the environmental resources under its responsibility.

The CS Branch also delivers visitor products and services such as the Floral Program, the Rideau Canal Skateway and the Sunday Bikeday program. As part of its mandate, CS delivers support services to events that enhance the positioning of the Capital as a key destination for Canadians.

1.1.2 Rideau Canal Skateway

The pride of Canada’s Capital Region is the Rideau Canal, which stretches 202 kilometres from Ottawa to Kingston. It was designated a World Heritage Site by UNESCO (United Nations Educational, Scientific and Cultural Organization) in June 2007. Each winter a portion of this historic waterway is transformed into the world’s largest skating rink. Crowds of skaters and outdoor enthusiasts from all over Canada and the world enjoy the 7.8 kilometre ice surface that winds through the heart of Ottawa. In 2005, Guinness World Records confirmed that the Rideau Canal Skateway (RCS) was indeed the “Largest Naturally Frozen Ice Rink in the World”.

The RCS celebrated its 46th skating season in 2016, yet it is so much more than just a skating rink. You’ll find concession stands and other services including skate and sled rentals, shelters, washrooms and rest areas. The Skatetrack also serves as centre stage for Winterlude, the Capital’s internationally renowned festival and North America’s greatest winter celebration.

The Rideau Canal is one of Canada's nine heritage canals and is owned by Parks Canada. The Skatetrack portion is managed by the NCC during the winter months. The Rideau Canal makes an important contribution year-round to the beauty and spirit of Canada's Capital Region.

The skating season may start between Christmas and New Year's Day, weather permitting. The opening of the Skateway is determined by weather and ice conditions. The NCC Ice Safety Committee (ISC) assesses the ice thickness before the official opening of the RCS. This Committee continuously monitors ice conditions throughout the skating season.

The NCC created Winterlude in 1979 as a celebration of Canadian winter traditions. Winterlude is the annual *rendez-vous* where Canadians and visitors discover, experience and celebrate Canadian winter in the National Capital Region. A number of Winterlude events take place on the RCS.

1.2 Term of Contract

This Upset Limit Contract (based on submitted unit/hourly rates) is for a three (3) Year Term commencing on signing of the Contract (January 2017) and ending in March 31 , 2020. Note that the submitted rates will remain fixed for the three (3) year term.

1.3 Scope of Work

The services required are summarized below, but not limited to the following:

- Chalet cleaning (janitorial)
- Minor Maintenance tasks on an as requested basis.
- Sanitary waste management and disposal.
- Monitoring of fire extinguishers and light bulbs.
- Litter control and waste management along the entire length of the Skateway.
- Management of the outdoor fire pits.

1.4 Contract Boundaries

The Contractor shall provide all services within the geographic boundaries as summarized on the maps presented in Appendix 1 (GIS Maps). Although not included on the maps, it is understood that the NCC warehouse at Woodroffe is within the boundaries of this Contract.

2 Typical Terms and Conditions

This section contains the typical terms and conditions of this Contract.

2.1 Interpretation

2.1.1 Definitions

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

“Applicable Laws” means, at any time, with respect to any Person, property, transaction or event, all then applicable laws, by-laws, statutes, regulations, treaties, judgements, decrees and (whether or not they have the force of law) all then applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or Persons having authority over any of such Person, property, transaction or event and includes all Environmental Laws.

“Business Day” means Monday to Friday inclusive, statutory holidays in the Province of Ontario excepted. This definition applies to contract management, but is not applicable to the Work to be performed by the Contractor pursuant to this Contract.

“Business Hours” means the hours between 8 a.m. and 5 p.m. on any Business Day. This definition applies to contract management, but is not applicable to the Work to be performed by the Contractor pursuant to this Contract.

“Chalet(s)” means a building that is temporarily installed on the RCS to provide washroom and/or shelter facilities for skaters.

“Consumables” means products that are routinely used up and purchased while a System or Component is in operation and are intended for recurrent replacement as recommended by the original equipment manufacturer and/or industry best practices. These items include but are not limited to: gaskets, rings, seals, sealants, tapes, adhesives, lubricants, motor oil, pipe thread compounds, cleaners, screws, bolts, washers, clamps, small electrical connectors, fuses, lamps, etc.

“Contract” means the Contract entered into between the Successful Contractor 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 Contractor agrees to perform all of the specific services in accordance with the standards of performance set out in sections 1 to 6, and other matters arising out of the successful Tender and accepted by the NCC, if any.

“Contract Management Officer” or **“CMO”** means an NCC employee or delegate whose function is to monitor the Contract on behalf of the NCC.

“Contractor” means the Successful Proponent.

“Emergency Communication Services” means the NCC 24-hour Emergency Communication Service (24 HECS) available 365 days/year at 613-239-5353.

“Employees of the Contractor”, **“Contractor’s Employees”**, **“Personnel of the Contractor”** and **“Contractor’s Personnel”**, whether in upper or lower case, all mean any person employed by the Contractor and include dependent contractors and any subcontractors of the Contractor as well as their employees.

“Environmental Laws” means:

- i. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- ii. the jurisprudence with respect to environmental law and health and safety law; and
- iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the NCC Environmental Protection Policies Statements set out in Appendix 6), guidelines, orders, approvals, notices, permits, judgements, directives, licences, decisions and requirements, with or without force of law, as they may be amended or replaced from time to time.

“Event of Insolvency” means any of the following events:

- i. if proceedings are instituted by or against the Contractor to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against the Contractor, the Contractor acquiesces in such proceedings, or the Contractor has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors;
- ii. if a court of competent jurisdiction enters an order, judgement or decree approving a petition or proceedings filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or
- iii. if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Contractor.

“Force Majeure” means any of the following events which (i) prevents the performance by the Contractor of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the Contractor: acts of God, earthquakes, tidal waves, hurricanes, windstorms of extreme violence or intensity, other exceptional climatic condition of extreme violence or intensity, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of Utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made by the Contractor to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities. With respect to: partial or entire failure of Utilities, strikes or other labour disruptions, shortages of and inability to procure labour, materials and supplies, or orders, legislation, regulations and directives of any governmental authorities, an increase in the cost on an annual basis of any such factor of less than twenty-five per cent (25%) compared to the amount budgeted for such factor in any approved payment schedule, or a delay of less than two weeks in the time for performance of any services required under the Contract, shall be deemed not to be, and shall not be claimed to constitute an event of Force Majeure.

“GIS” means the Geographic Information Systems.

“Hourly Rate/Unit Price” means cost allocated to the services listed in Appendix 2-A of the Contract to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

“Monitor” or “Monitoring” means the systematic gathering of information and data through observation, Unaided Testing, Condition Based Monitoring or testing on a regular or scheduled basis in order to regulate, control and ensure the functionality of Component(s) and/or System(s). Monitoring can be Predictive and/or Preventive in nature. See Maintenance.

“National Capital Region” (NCR) has the meaning ascribed thereto in the Act.

“NCC” means the National Capital Commission and its successors and assigns.

“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.

“Person” means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body.

“RCS” means the Rideau Canal Skateway.

“Subject Matter” means the Chalets, their Systems, fixed assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

“Term” means the period commencing upon the signing of this Contract and terminating as per 1.2.

“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.

“Winterlude” means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) usually beginning on the first Friday of February and including the Family Day holiday Monday.

“Woodroffe” means the NCC warehouse facility located at the Greenbelt Research Farm, 1740 Woodroffe Avenue in Ottawa.

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

“Year” means for the first term the period following the signature of the Contract and terminating on August 31st. For subsequent terms, a period of twelve consecutive months, from September 1st of one calendar year to August 31st in the next calendar year.

2.2 Extended Meanings

2.2.1 Governing Laws and Forum

This Agreement shall be governed by, construed and interpreted in accordance with the applicable laws in force in the province of Ontario. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

2.2.2 Headings & Table of Contents

The inclusion of headings and table of contents in this Contract is for convenience of reference only and shall not affect the construction or interpretation of the provisions set out in these Terms of Reference.

2.3 Alterations

2.3.1 Length of the RCS Season

The NCC offers no guarantees as to the duration of the skating season on the RCS. Every year, the NCC makes every effort to open the Skateway as quickly as possible and to extend the skating season for as long as ice conditions, weather and operational factors permit. The Contractor, by virtue of this Contract, shall share those objectives. The NCC may at any time and for any reason, at its sole discretion, with or without consulting the Contractor, open or close all or part(s) of the Rideau Canal Skateway.

2.4 Contractor's Obligations

The Contractor agrees to use best practices, in compliance with the Terms and Conditions of this Contract and with any laws in effect during the Term. The Contractor agrees to take, or have taken, any steps required to fulfill his obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully. The scope of the Contract is established by the body of services required in each section. The Contractor will ensure that he provides the services required in each section of this Contract even though individual tasks are not specifically identified but are required to provide the services requested.

2.4.1 Invoicing

The Contractor is required to invoice the NCC for the operations conducted and approved by the NCC. The Contractor will have the right to receive payments within 30 days after the CMO has delivered a certificate indicating that the invoice is authentic and exact, that the Contractor has performed the said work in a satisfactory manner during the mentioned period and has observed the terms of the Contract.

2.4.2 Limitation on NCC Financial Obligations

The NCC shall have no obligation, and the Contractor shall not represent to third parties that the NCC has any such obligation, on account of reimbursement of expenses, overhead costs, administrative expenses, or salaries and benefits of employees, except to the extent that such amounts have been invoiced as per 2.4.1.

2.4.3 Environmental Laws

In performing each of the operational duties identified in the Contract, or in complying with the requirements of any part of this Contract, the Contractor shall comply fully, at its own expense, with all requirements imposed by Environmental Laws.

2.4.4 Warranty

The Contractor warrants that he is competent to perform the Work required under this Contract in that he 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.

2.4.5 Identification

All personnel and company vehicles must be properly identified with its company logo. No other logo can be displayed without the written consent of the NCC. The Contractor may also need to identify the NCC as the service provider. If such is the case, the needed materials identifying the NCC as the service provider will be remitted to the Contractor for the Term.

2.4.6 Prohibition

The Contractor shall not incur any expenditure or enter into any contract on behalf of the NCC except on an arm's length basis.

2.4.7 Sub-Contracting

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. Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract.

2.4.8 Denial of Agency

Nothing contained in this Contract creates any relationship of agency, partnership, joint enterprise or any relationship other than a contractual one. In all respects the Contractor is acting in his own capacity, and all debts and liabilities to third persons incurred by the Contractor are and shall be exclusively for the account of the Contractor.

2.4.9 Ownership & Access to Records

All information, data and records prepared by the Contractor during the Term in relation to the Subject Matter, and all reports of same shall be the property of the NCC. The NCC shall have the right at any time or times during the Term and thereafter to unrestricted access to all such information, data, records and reports.

2.4.10 NCC's Audit

The NCC, or the NCC's auditor may, without prior notice but during Business Hours, inspect, take extracts from, audit and review all the books and records of the Contractor and obtain such other information as may be available to the NCC in order to enable the auditor to establish activities performed on the RCS, amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor. These rights are extended to the NCC throughout the Term and for a period of twenty-four months after the expiration of the Term or earlier termination of this Contract.

2.4.11 Confidentiality

The Contractor agrees to ensure the confidentiality of the NCC Records and information contained therein which are in the Contractor's custody. The Contractor hereby agrees to indemnify and save the NCC harmless from any claim or loss of any kind whatsoever arising out of any breach of the obligations.

2.4.12 Return of NCC Records on Termination

On the expiry of the Term or earlier termination of the Contract, the Contractor shall return the NCC Records, updates thereto, all original leases or agreements and all other documents created during the Term to the custody of the NCC.

2.4.13 Unconditional Obligation to Perform

The Contractor covenants and agrees to take, or cause to be taken, such action as may be necessary to cause the Contractor, at all times fully and faithfully, to perform and discharge its obligations under this Contract and each part hereof, and to comply with the Terms and Conditions hereof.

2.4.14 Forbearance Not to Constitute Estoppel

No neglect or forbearance of the NCC in endeavouring to obtain payment of any amount required to be made under the provisions of the Contract as and when the same become due, no delay of the NCC in taking steps to enforce performance or observance of the several covenants, provisos or conditions contained in the Contract to be performed or observed by the Contractor, no extension or extensions of time which may be given by the NCC from time to time to the Contractor, and no other act or failure to act of or by the NCC shall release, discharge or in any way reduce the obligations of the Contractor hereunder.

2.4.15 Outright Assignment Prohibited

The Contractor shall not assign any of its rights and benefits, or any of its duties or obligations hereunder or arising out of this Contract without the prior written consent of the NCC, which consent may be arbitrarily withheld. Every assignment or sub-contract, if any, shall incorporate all the Terms and Conditions of this Contract which can reasonably be applied thereto.

2.4.16 Exceptions

Notwithstanding the provisions of clause 2.4.15, the Contractor may assign its interest in the amounts to be paid by the NCC to the Contractor hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Contractor being in good standing hereunder at the time of such assignment as security.

2.5 Termination

The Contract shall terminate on the expiry of the Term or any extension thereof provided that on the occurrence of an Event of Insolvency or any other default hereunder, the NCC, in addition to such other remedies that it may have hereunder or at law or in equity, may elect to terminate the Contract.

In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c.F-11, this Contract is subject to there being a parliamentary appropriation for the fiscal year in which a commitment is made under this Contract. If there is no parliamentary appropriation, the NCC shall have the right to deliver notice in writing to the Contractor terminating this Contract in its entirety and the NCC shall not be liable for any damages suffered by the Contractor as a result of such termination.

2.5.1 Deliveries on Termination

On termination:

- a) The Contractor shall within fifteen (15) days thereof deliver a final accounting to the NCC;
- b) The Contractor shall immediately surrender to the NCC all NCC Records and keys;
- c) The Contractor shall immediately return to the NCC all portable and operational assets, equipment and miscellaneous assets owned by the NCC together with an inventory of same, including any additions or replacements to such inventory;
- d) The Contractor shall immediately return in good working order to the NCC all fixed assets owned by the NCC including any additions or replacements to such inventory.

2.5.2 Rights on Termination

Any termination of the Contract shall release the parties from any further obligations hereunder, except rights and obligations in respect of amounts owing, or to remedies with respect to any defaults or to matters with respect to which indemnities have been given hereunder.

2.6 Default Provisions

If the Contractor:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract that are to be kept, performed or observed by the Contractor and such failure continues for, or is not remedied within:
 - 1 hour of a verbal notice for public safety situations;
 - 24 hours of a written notice for all others.

If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.

- b) Suffers an Event of Insolvency;
- c) Has made a false representation or warranty;
- d) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or
- e) Delays in the performance of one of a series of periodic services;

then the NCC shall have the following rights and remedies, which are cumulative and not alternative, and are in addition to and not in substitution for any rights or remedies that the NCC may have hereunder and/or pursuant to Applicable Laws:

- i) To remedy or attempt to remedy any default of the Contractor under the Contract for the account of the Contractor. The NCC shall not be liable to the Contractor for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such default and the Contractor shall pay to the NCC all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, together with all of the NCC's reasonable administrative expenses;
- ii) To recover from the Contractor all damages and expenses incurred by the NCC as a result of any breach by the Contractor;
- iii) To terminate the Contract without further notice to the Contractor, in which case the Contractor will not be entitled to claim payments under this Contract ;
- iv) To withhold, in whole or in part, any payments otherwise due to the Contractor hereunder until such default has been remedied;

- v) To set-off from any amount payable under the Contract an amount equal to the value of any obligations not performed or periodic obligations delayed by the Contractor.

2.6.1 Remedies Generally

Mention in this Contract of any particular remedy of the NCC in respect of the default by the Contractor does not preclude the NCC from any other remedy in respect thereof, whether available at law or in equity or expressly provided for in this Contract. No remedy shall be exclusive of or dependent upon any other remedy, but the NCC may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

2.6.2 Extended Meanings

Unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in this Contract. Changes in grammar, gender, number and syntax required by the identity, structure or nature of the parties shall in all cases be assumed as though in each case fully expressed.

2.7 General Provisions

2.7.1 Notice

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by priority post, personal delivery, facsimile transmission, or electronic mail as hereinafter provided. Any such notice or other communication, if delivered by post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth Business Day following the day on which the notice was sent, if personally delivered shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee, and if transmitted by facsimile transmission or by electronic mail on the next Business Day following the date of transmission. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered or sent by fax or e-mail and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

- a) if to the NCC:

National Capital Commission,
202-40 Elgin Street,
Ottawa, Ontario
K1P 1C7

Attention: Director, Ontario Urban Lands and Transportation, Capital Stewardship
Branch

- b) if to the Contractor: At the address and to the person specified in the Contractor's Tender.

The word “notice” in this paragraph shall be deemed to include any request, statement or other writing in these Terms and Conditions provided or permitted to be given by the NCC to the Contractor or by the Contractor to the NCC.

2.7.2 Time of the Essence

Time is of the essence of these Terms and Conditions and of the Contract.

2.7.3 Joint & Several Liability

If the Contractor comprises more than one Person, the liability of each such Person shall be joint and several.

2.7.4 Deduction Where Services Omitted Owing to Force Majeure or Default

In the event that any of the Contractor’s obligations hereunder are not performed because of the occurrence of an event of Force Majeure or default, then there shall be no corresponding payment and the Contractor shall have no claim for damages for loss of profit, loss of business or business opportunity, funding, sponsorship, clientele or otherwise by reason of or directly or indirectly arising out of or in connection with the occurrence of an event of Force Majeure or default.

2.7.5 Paramouncy of Federal Authority

Notwithstanding anything contained in this Contract relating to any provincial or municipal statute, by-law, regulation or other enactment, the NCC hereby declares that no such reference shall be interpreted or implied as recognition by the NCC that the Province of Ontario, any municipality, or any other provincial or municipal statute, by-law, regulation or other enactment, has any jurisdiction over the NCC, or the Subject Matter, provided, however, that nothing in this section shall release the Contractor from compliance with any provincial or municipal law as it applies to the Contractor.

2.7.6 Denial of Partnership

It is understood and agreed that neither the provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship of agency partnership, joint venture or common enterprise other than a contractual one. In all respects the Contractor is acting in its own capacity and all debts and liabilities to third parties incurred are and shall be exclusively for the account of the Contractor.

2.7.7 Successors

The rights created by this Contract extend to the permitted successors and assigns of each of the NCC and the Contractor, and the liabilities created herein extend to and bind all successors and assigns of each of the NCC and the Contractor.

2.7.8 Representation & Warranty Regarding Authority

The NCC and the Contractor each represent and warrant to the other party that they have full right, power and authority to enter into the Contract and to perform its obligations there under.

2.7.9 Access to Information

The Contractor acknowledges that the NCC is subject to the provisions of the *Access to Information Act (Canada)* and may therefore be required to release information pertaining to these Terms and Conditions and the Contract which is the subject of a formal request under that act and which is not exempt from disclosure under the provisions of that act.

2.7.10 No Offer

No contractual or other rights shall exist between the NCC and the Contractor as a result of the negotiation of the Contract until all parties have executed and delivered the Contract, notwithstanding that the NCC may have delivered to the Contractor an unexecuted copy of the Contract. Such delivery shall be for examination purposes only and does not and shall not create any interest by the Contractor in these Terms and Conditions and the Contract, or raise any estoppels against the NCC. Execution of the Contract by the Contractor and its return to the NCC shall not create any obligation on the NCC, notwithstanding the lapse of any time interval, until the NCC has in fact executed and delivered the Contract to the Contractor.

2.7.11 Disputes

It is the non-binding intention of the parties that where a dispute arises between the parties in connection with the Contract, the parties shall attempt to resolve the dispute by negotiating in good faith and where possible by retaining an expert to help resolve the dispute, provided that failure to do so shall in no way affect the jurisdiction of an arbitrator to arbitrate such a dispute. Notwithstanding the intention of the parties to negotiate, any bona fide dispute or question arising over any of the provisions of the Contract, its interpretation or effects shall be submitted to arbitration and not to any other forum. Any arbitration proceeding initiated in relation to these Terms and Conditions and the Contract shall be held in Ottawa, and in accordance with the provisions of the *Commercial Arbitrations Act (Canada)* as it may be amended from time to time, and any legislation in replacement thereof. The arbitrators shall determine the process of the arbitration having due regard to the intention of the NCC and the Contractor that the arbitration be completed as expeditiously as possible in all the circumstances. An award by the sole arbitrator or panel of arbitrators, as the case may be, shall be final and binding upon the parties. The parties will each pay 50% of the arbitrator's fee unless the arbitrator finds that one of the parties acted in bad faith throughout the arbitration process, in which case the arbitrator may determine how the payment should be apportioned between the parties.

2.7.12 Conflict between Provisions

In case of any discrepancy whatsoever between parts of this Contract or within a particular section, the part containing the more extensive obligations on the part of the Contractor shall prevail.

2.7.13 The Woodroffe Warehouse

The NCC's warehouse facility is located at 1740 Woodroffe Avenue. Access to the warehouse is strictly controlled and will be facilitated by the CMO. The hours of operation are; Monday to Friday, 0700 to 1400.

2.7.14 Health and Safety

To enable the Contractor to establish its health and safety plan, the NCC is including a list of known and/or foreseeable health and safety risks relating and inherent to the typical work/sites involved in this Contract. The Contractor shall be responsible for completing this list and notifying the NCC if it discovers other risks.

The tasks required under this Contract are performed on the RCS. It is in this environment that the Contractor's employees must work, sometimes at night, in remote or isolated places and in difficult climatic conditions namely extreme cold. The Contractor shall ensure that its employees possess the aptitudes/experience, protective clothing, tools and equipment to allow them to perform the tasks 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 tasks assigned to them, and establish the necessary control measures.

The Contractor must at all times ensure supervision, methods and training to ensure the occupational health and safety of its employees and the subcontractors it hires under this Contract. The Contractor must offer its employees satisfactory occupational health and safety conditions.

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

- Operating (or being a passenger in) a vehicle on a naturally formed ice surface that floats over a body of water (collisions, drowning, hypothermia, etc.);
- Walking on rugged terrain and icy surfaces (falls, dislocations, fractures, 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);
- Working in difficult climatic conditions (dehydration, hypothermia, etc.);
- Working in confined spaces (harmful gas, asphyxia, explosion, etc.);
- Exposure to contaminated waste (grey water, feces, syringes, etc.)
- Working during snowstorms or other types of storms (skidding, falling, being dragged, being struck by a falling object, etc.);
- Working at night (falls, physical assault, illegal activities such as drug use, etc.);
- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.);
- Performing exhausting physical work (back injuries, cardio-vascular ailments, etc.).

3 General Requirements

This section identifies the general requirements of the Contract. These activities support the provision of services described in section 4 (Operational Services) of the Contract.

3.1 Employees

3.1.1 General

Any employee hired by the Contractor shall be competent and qualified, fluent in one of the two official languages of Canada, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

3.1.2 Replacement of Employees

Any employee hired by the Contractor will be relieved of his/her duties and immediately replaced by the Contractor, if in the opinion of the NCC, this employee is unqualified or is acting in a manner contrary to the best interests of the NCC or if the employee does not meet the requirements stated above.

3.2 Hours of Work

All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors and the operational requirements of the RCS.

3.3 Vehicles, Materials & Assets

The Contractor shall supply at his cost the necessary vehicles, equipment, tools, materials and cleaning supplies necessary to implement all the activities as described in the Contract.

3.3.1 Vehicles

The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any vehicles required for transportation purposes and/or for providing control services as requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, have no major exterior blemishes or structural anomalies, be exempt of rust and mechanical problems (leaks, fumes, etc.), and shall meet all provincial safety standards. The company name shall be prominently displayed on all road and off-road vehicles (including personal vehicles used on Contract related business). The NCC may refuse access to the RCS to any vehicle that, in its opinion, may pose a threat to the environment (leaks and fumes) or the safety of the public. The NCC expects the Contractor to maintain the mechanical integrity and general appearance of his fleet. To this end, the Contractor should keep and maintain a service record for each vehicle, which the NCC may ask to consult at any point during the life of the Contract

Contractor vehicles shall be parked only in designated areas. Parking and driving vehicles on turf areas, snow areas, RCS and pathways must be kept at a minimum. Use of off-road motor vehicles is to be limited at all times exclusively to carrying out the Contractor's contractual responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf for recreational purposes or any other purposes not required by this Contract.

To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in the wastage of fuel and creation of greenhouse gases (refer to municipal by-laws). When replacing fleet vehicles, the NCC encourages the Contractor to select energy efficient and environmentally responsible equipment (small pick-ups, 4-stroke motors, alternate fuels, etc.). Any repairs or maintenance of vehicles and other assets must be done off NCC property.

3.3.2 Materials

3.3.2.1 Standards

All materials, parts and cleaning products supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), National Building Code and any standards contained in documents or technical specifications supplied by the NCC. The Contractor shall not use an alternate type or lower quality material or product, nor shall the Contractor mix types or qualities of materials or products.

3.3.2.2 Substitution

When the material or product to be used is in question and/or if the Contractor is unable to find materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the NCC for prior approval.

3.3.3 Unresolved or Recurrent Issues

In the case of any unresolved or recurrent issues, the NCC may at its own discretion record the matter on an unsatisfactory performance report (UPR). The Contractor shall respect and implement all recommendations indicated on the UPR to the full satisfaction of the NCC (for any unresolved or recurrent issues, the NCC may also wish to exercise its rights and remedies under the default clause). The Contractor may submit to the NCC a written submission containing any information that the Contractor deems appropriate that the alleged failure or default is in no way the responsibility of the Contractor or of his representatives, of his employees, or of any subcontractor whom he has hired to perform work.

3.4 Changes to the Schedule

The NCC may, at its sole discretion, change deadlines for any operational requirements which are contained in this Contract. The NCC shall notify the Contractor in advance of any changes made to deadlines. The Contractor shall modify his/her Work plan accordingly and provide all services respecting the revised deadlines as determined by the NCC.

3.5 Public Safety

The Contractor shall take all necessary precautions and/or measures to provide services 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 notify the NCC immediately of any situation that is, or has the potential of becoming, a danger to the public.

3.6 Damage Caused by Contractor

The Contractor shall be responsible for any damages that he/she causes to NCC property, assets, Components or Systems. Any damage is to be reported immediately to the NCC on an occurrence report. Repairs and replacements required as a result of damage caused by the Contractor shall be completed within 12 hours of the occurrence unless otherwise approved by the NCC. If not, the NCC may conduct the repairs at the Contractor's expense. In cases where the safety of the public is threatened, the Contractor shall rectify the situation immediately.

3.7 Environmental Requirements

The Contractor shall comply with all relevant federal, provincial and municipal environmental legislation.

3.8 Media Relations

The Contractor shall not act as a spokesperson for the NCC in dealing with the media. 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. The Contractor shall not allow for interviews and/or media events not related to NCC matters to take place on the RCS within the boundaries of this Contract without prior approval from the NCC.

3.9 Transition

The Contractor shall ensure a seamless 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.

3.10 Site Accessibility

The Contractor must ensure that his/her staff follows all of the access guidelines printed on the vehicle access passes that will have been issued to him by the NCC.

3.11 Volunteers

The contractor will not be permitted to recruit volunteers to complete the deliverables of this Contract.

3.12 Response Plan for Toxic Spills

The Contractor will establish a response plan for toxic spills. **This plan shall be submitted to the NCC for approval within thirty days of Contract commencement.** Should there be a spill, the Contractor must immediately stop the further release of the contaminant, contain the spill and advise the CMO and/or the NCC Emergency Service (24 hours) at 613-239-5353. Any modifications to this plan must be presented to the NCC. A report for each toxic spill must be forwarded to the NCC as soon as possible.

4 Operation and Maintenance Requirements

The RCS is visited by hundreds of thousands of people every season. Weekday attendance is lower and can vary significantly. As would be expected, Winterlude weekends are the busiest where daily total visits regularly exceed 50,000 and have been known to reach 100,000 over a 32 hour period. It is possible that a washroom see up to 300 visits per hour. The NCC's research has shown that on average, visitors will spend slightly less than 2 hours on the RCS during each of their visits. It is also worth noting that on average, fifty to sixty per cent of the total weekly visits to the RCS take place on weekends.

4.1 General

4.2 Chalets Cleaning & Minor Maintenance

When the RCS is open to the public, the contractor must unlock the chalets according to the schedule indicated (iii). In addition to unlocking and locking the chalets on a daily basis, the contractor must clean the Chalets at regular intervals during the day in order to maintain their overall cleanliness.

The Contractor shall:

- i) Thoroughly clean the NCC chalets and washrooms once before they are craned into place in the fall (October) **OR** once at the end of the season, after they have been removed from the RCS and brought to the NCC storage facility on Woodroffe Avenue (May or June). The NCC will determine which cleaning will take precedence during any given Year of the Term.
- ii) Supply the labour and materials required to execute the tasks described.
- iii) Open and close the chalets and washrooms on a daily basis as per the following schedule:

	Open	Close
Monday to Thursday	08:00	22:00
Friday & Saturday	08:00	23:00
Sunday	08:00	22:00

- iv) Maintain the cleanliness of the Chalets and washrooms at all times when they are open to the public. Overall cleanliness of the chalets must be maintained including: mopping, sweeping, wiping down soiled areas, cleaning toilets and sinks, emptying waste receptacles and sanitary napkin containers, replenishing washroom supplies such as toilet paper and hand soap, cleaning counter top surfaces, doors handles, mirrors, etc. The frequency of monitoring and cleaning must be adjusted according to the volume of visitors. Cleanliness of the facility must be maintained at all times.
- v) The Contractor must keep a maintenance log in the washrooms that specifies the time the washrooms were cleaned, the initials of the cleaner, and the findings and actions taken.
- vi) Visitor attendance will increase during the weekends, on Family Day Monday and especially during the three weekends of Winterlude. Consequently, the contractor will be required to augment the frequency of monitoring and cleaning services during those peak periods and any other peak periods that may develop or be identified by the NCC in consultation with the Contractor.
- vii) Monitor, and when required, replace interior and exterior light bulbs. Report faulty or burned out bulbs to the NCC.

- viii) Monitor fire extinguishers on a daily basis (minimum) and replace if required. NCC will supply fully charged fire extinguishers as required.
- ix) If, when locking the chalets at the designated closing time, objects of little value are left in the chalets (such as boots, mittens, coats, etc.), the contractor will place such items outside near the door or ramp of the chalet in question before locking the door. Upon returning to unlock the chalets the following morning, if some (or all) of the items are still where they were left, the contractor will bring the items to the lost and found box located at Fifth Avenue.
- x) At the request of the NCC, the Contractor may be asked to perform minor repairs and maintenance to the interior or exterior of the Chalets. Such repair would require skills and tools generally associated with general carpentry and painting.

Typical resources

- Staff and vehicles.
- Cleaning products (once approved for use by the NCC).
- Biodegradable toilet paper (once approved for use by the NCC).
- Hand soap.
- Cleaning tools (mops, brushes, squeegees, etc.).
- Small tools and materials necessary for carpentry or painting.

4.3 Litter Control

When ice conditions permit it, the Chalets and the RCS is open to the public as per the hours of operation indicated in 4.2 iii). Litter collection and control in the chalets and on the entire length of the RCS must be maintained during hours of operation. See Appendix 1 - GIS Maps for boundaries. Litter control services must be maintained from one (1) week prior to the opening of the RCS until two (2) weeks after its official closing. The approximate¹ inventory of waste, compost and recycling containers used on the RCS is as follows;

Type	Quantity in 2015-2016
45 gallon barrels	35
25 gallon recycling containers	25
Compost roll-away bins	12
Waste/recycling/compost stations	16

The Contractor shall:

- i) Supply all the labour and materials required to execute the Work.
- ii) Pick up and remove all organic and inorganic materials, including but not confined to, paper, glass, plastic, metal, condoms, syringes, leaves, cigarette butts, animal excrement, etc.
- iii) Pick up waste, recyclable, and compost materials generated by the concession operators along the RCS.
- iv) Pick up waste, recyclable and compost materials generated by the public along the RCS.
- v) All collected debris should be disposed of at a recognized, licensed disposal facility.
- vi) Cold ashes are to be removed from fireplaces and disposed of in safe manner.

¹ The total inventory and location of waste/compost/recycling receptacles may vary slightly from year to year.

- vii) Condoms, syringes, dog excrement, contaminants or other biologically active or biologically sensitive materials are to be disposed of in a safe and sanitary manner.
- viii) All receptacles (waste, recycling and compost) must be emptied before they reach 80% of their capacity. Where appropriate, or necessary, fit all containers with the appropriate size of liner.
- ix) Immediately remove garbage (that is bagged or loose) from the Skateway, see 4.6.
- x) Provide additional personnel during Winterlude to deal with additional litter due to an increase in attendance.
- xi) Respond to unexpected or urgent site clean-ups as requested by the NCC.
- xii) Perform an extensive end-of-season litter clean-up once the skating season is officially over. If ice conditions no longer allow the safe use of vehicles, this task must be performed on foot with off-ice vehicular support. The ice surface must be clear of any litter, debris or other materials that can pollute the canal water once the ice melts.
- xiii) Use pick-up trucks with appropriate tires for any work to be done on the RCS. The contractor shall abide by all the rules and regulations relating to the operation of motorized vehicles on the RCS. The use of all-wheel drive vehicles is strongly recommended.
- xiv) Provide litter control for the following “off-ice” areas (designated as “Off ice snow removal zones” on the GIS maps – Appendix 1):
 - a. Bronson parking lot
 - b. NCC support trailer(s) (Fifth Avenue)
 - c. 5th Avenue node parking lots
 - d. NAC node on Colonel by side
- xv) Paths that give access to and from Canal Skateway stairs and ramps and extend to existing maintained path, street corner, road crossing or building, such as: cement stairs and pathway from new pedestrian bridge at Somerset, cement stairs below MacKenzie Bridge, pathway to Paterson Creek building, etc.

4.4 Fire Pit Management

The contractor is responsible for lighting, maintaining and extinguishing seven (7) fire pits. The contractor must provide and deliver the firewood required for this activity. Firewood must be purchased from a local, sustainably managed forest. The fire pits are located at various on ice locations along the Skateway. Most are located in rest areas; i.e.; NAC, Concord, Fifth Avenue, Pig Island and Bronson. The exact location of the fire pits is to be determined by the NCC each year. The fire pits must be lit and maintained as per the schedule below;

	Light	Extinguish
Friday and Saturday	11:00	23:00
Sunday	11:00	21:00

The Contractor Shall:

- i) Maintain (light/extinguish/clean-up) the seven (7) fire pits during the Skateway season.
- ii) Before lighting the fires, the Contractor must contact the Ottawa Fire Department (OFD) dispatcher in order to inform them the fires are to be lit and to confirm their locations. This same procedure may be required when extinguishing the fires.
- iii) Provide the necessary amount of wood in order to maintain the fire pits for the entire skating season. Provide kindling and paper to start the fire.
- iv) Except for a small amount of wood equivalent to the daily consumption for that fireplace, the wood is to be stored off site.
- v) Remove ashes from fire pits as required.

4.5 Sanitary Waste Management

The NCC washroom Chalets are directly hooked up to City sewer and fresh water lines, with the exception of the Bronson and Concord Chalets. They are equipped with holding tanks which must be Monitored and regularly emptied and/or re-filled. As previously described in the Contract, these facilities are used by hundreds of thousands of people during the RCS season. The Contractor must provide sanitary and septic waste management for the washroom facilities located at the Bronson and Concord rest areas on the RCS.

The Bronson and Concord washroom Chalets are each equipped with the following:

- One waste water holding tank (2267 L)
- One fresh water holding tank (2267 L)

Once the pre-season start-up procedures (performed by another NCC contractor) have been completed and thereafter as described below, the Contractor shall:

- i) Monitor the waste holding tanks to ensure they do not exceed 75% of their capacity at any time;
- ii) Monitor the fresh water holding tanks in order to ensure levels do not fall below 25% of their total capacity;
- iii) The frequency of Monitoring of the holding tanks is to be adjusted by the Contractor in order to meet the operational demands placed on the facilities. In other words, Monitoring must be increased in order to ensure holding tank levels never drop below or above, the thresholds set out above.
- iv) Duly record the total number of litres pumped out (waste) and pumped in (fresh water) on a daily basis using a register/log book supplied by the Contractor;
- v) At the end of every day, or at a time designated by the NCC, the Contractor must review the register/log book with the NCC CMO and obtain his signature where and when required.

Due to weight restrictions and environmental risks, sanitary waste tanker trucks are not allowed on the surface of the ice. Servicing the Concord and Bronson Chalets must be performed by trucks on land, using a (minimum) 100 foot hose.

4.6 Disposal of Litter, Recyclables and Compostable Material

As part of its efforts to diminish the overall impact on the environment and reduce the carbon footprint of the Rideau Canal Skateway, the NCC is putting in place measures to reduce the amount of waste sent to landfill sites during the skating season. The information below is provided to assist bidders.

Janitorial Services, Sanitary Waste Management and Litter Control
SECTION 4 – Operational and Maintenance Requirements

MEASURED RESULTS	2010	2011	2012	2013	2014	2015	2016
Total material collected	24.1	33.1	14.1	23.4	22.0	22.5	5.4
Total amount recycled	1.9	2.3	2.8	2.2	1.6	4.5	2.5
Total amount composted	0	0	1	1.7	- ²	3.7	1.3
Total sent to landfill	22.2	30.7	10.3	19.5	20.4	14.3	1.6

1. Figures in metric tonnes and rounded to one decimal place.
2. Compost collected on the Rideau Canal Skateway was sent to composting facilities. However, changes to the collection system by the City of Ottawa did not allow the total amount composted to be determined.

The Contractor shall:

- i) Waste, compost and recycled material must be sent to one (or more) recognized, licensed disposal site(s). The Contractor must be aware and adhere to any restrictions or prohibitions in force at the disposal site.
- ii) Provide the NCC with receipts or third party documentation detailing the weight and/or volume and/or quantity of waste, compost and recyclables disposed of.

4.6.1 Waste Streams

The Contractor shall collect, handle, accumulate and dispose of all waste, recyclables and compost in a way that mitigates the possibility of cross-contamination of the waste streams during the handling and transportation process. In order to make this possible, the Contractor shall;

- i) Supply and use bin liners and bags that are appropriately sized for the NCC collection containers (see 4.3), appropriate for each waste stream (transparent, compostable, biodegradable, etc.) and of a grade or strength necessary to allow handling and transportation by the Contractor's staff and the NCC's personnel (see 4.6.3);
- ii) Supply a minimum of four (4) waste collection bins. One (1) 40 yard bin for waste, one (1) 40 yard bin for recyclables, one (1) 8 yard bin for cardboard and one (1) 8 yard bin for compost. The Bins are to be kept covered at all times.

4.6.2 Access to Waste Bins

The four (4) collection bins specified in 4.6.1 must be located within a fifteen (15) kilometre radius of the Rideau Canal Skateway. The location must be accessible by NCC staff.

4.6.3 Sorting Before Disposal

On a regular basis, NCC staff will require access to the bins in order to remove all or part of the accumulated waste and/or recyclables. The waste and recyclables will be transported by NCC staff to another site where they will be sorted and recycled, composted or disposed of. The Contractor is not responsible for any part of the sorting operation. Any material removed for sorting will not be returned to the Contractor's bins.