

REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
**ARBORICULTURAL SERVICES**  
 NATIONAL CAPITAL COMMISSION TENDER FILE # ES030

**REQUEST FOR A STANDING OFFER (RFSO)**

<p>ADDRESS ENQUIRIES TO:</p> <p>Emilie Scheckman, Senior Contract Officer  <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a></p>	<p>BID DEADLINE:</p> <p><b>May 4, 2023 at 3pm Eastern Daylight time (EDT)</b></p>
<p>RETURN TO: →          Submit your tender form to:</p> <p>Paper copy and faxes are no longer accepted. All bids must be forwarded to this email address only.</p> <p>Non-compliance with this requirement will result in disqualification of your tender.</p>	<p>National Capital Commission          NCC Bid email  <a href="mailto:Bids-Soumissions@ncc-ccn.ca">Bids-Soumissions@ncc-ccn.ca</a></p> <p><b><u>Subject line of e-mail should read:</u></b>  <b>ES030 Arboricultural Services</b></p> <p><b>Note:</b> the email attachment size is set at a maximum of 30 MB</p>
<p>DESCRIPTION OF WORKS:</p> <p><b>Standing Offer Agreement (SOA):          To provide arboricultural services</b></p>	<p>WORK LOCATION:</p> <p>Various NCC sites within the National Capital Region (Ottawa &amp; Gatineau).</p>

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

<p>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).</p>	
<p>Company's Name &amp; Address:</p> <p>Tel:</p> <p>E-mail:</p>	<p>Print Name :</p> <p>Signature:</p> <p>Title :</p> <p>Date :</p>
<p>ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price.</p>	<p>_____          Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any</p>

## **1.0 OFFER**

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to provide Arboricultural Services as set out under the Statement of Work (Appendix A) herein, for the all-inclusive (excluding taxes) unit rates as set out in Appendix C – Financial Proposal Form.

This RFSO includes two (2) separate requirements for Arboricultural Services:

- Arboricultural Services in Ontario (Service Group 1)
- Arboricultural Services in Quebec (Service Group 2)

Bidders must bid on either Service Group 1 **OR** Service Group 2 **OR** both Service Group 1 and Service Group 2. Up to two (2) SOAs for Service Group 1 and one (1) SOA for Service Group 2 will be awarded for Arboricultural Services.

## **2.0 GENERAL AGREEMENT** The Contractor agrees:

1. that the duration of the Standing Offer Agreement will be for three (3) years from date of award or until total expenditure level is attained, whichever comes first.
2. that this Offer and Agreement, together with the Statement of Work, the Security Requirements, the Occupational Health & Safety Requirements, the General Conditions, and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a SOA between the Contractor and the Commission.
5. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.

## **3.0 UNIT PRICE TABLES**

Please refer to Appendix C – Financial Proposal Form.

Contractors are not required to bid on both Service Groups (Ontario 1 and Quebec 2) but must bid on all 9 categories for the selected Service Group(s) or will be subject to disqualification.

## **4.0 BASIS OF AWARD**

Basis of award will be the bidders who meets all the mandatory requirements (Appendix B), terms and conditions of this tender and who offer the NCC the lowest total evaluated price. Service Group 1 (Ontario) and Service Group 2 (Quebec) will be evaluated separately.

## 5.0 INSTRUCTIONS TO BIDDERS

- 5.1 Submit your offer by two (2) emails to [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca) as per below to provide services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Statement of Work:
- **Email #1 - Technical Proposal:**
    - Page 1 of the RFSO document signed
    - Appendix B – Mandatory requirements table completed
    - Proof of mandatory requirements and all relevant information as defined in Appendix B
  - **Email #2 - Fee Proposal:**
    - The SOA Unit Price Table(s) at Appendix C completed and signed
- 5.2 Enquiries regarding this proposal must be submitted in writing to Emilie Scheckman, Sr Contract Officer, by e-mail at [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received **no later than five (5) business days before bid closing** to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the 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 proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 5.3 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to ‘replenish’ the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered ‘replenishment’ SOAs shall be ‘the next ranked firm(s)’ as per rankings established.
- 5.4 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder(s) must complete & return the T1204 form and attach a voided cheque for direct deposit purposes.
- 5.5 The Security Requirements, OH&S requirements, and the General Conditions (GCs) shall apply and form part of the offer and accordingly any resulting Standing Offer and shall be incorporated into and form part of any and all authorized "Purchase orders Against a Standing Offer". The Offeror acknowledges to have received a copy of these Security Requirements, OH&S requirements and GCs.
- 5.6 In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date will not be accepted.
- 5.7 The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful bidder and/or any/all bidders.

- 5.8 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 5.9 The Commission shall not be obligated to reimburse or compensate any bidder, its sub-contractor or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of tenders submitted in response to this RFSO shall become the property of the Commission and will not be returned.

## 6.0 REQUEST FOR STANDING OFFER AGREEMENT

### 6.1 INTRODUCTION

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

The NCC foresees a potential need to retain the services of a contractor to provide **Arboricultural Services**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

### 6.2 GENERAL PROVISIONS

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

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;

- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods;
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

6.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain **Arboricultural Services** as detailed in the Statement of Work on an "as and when requested" basis under Standing Offer Agreements.

6.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The resulting Standing Offer Agreements will be for a period of three (3) years from the date of award.

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

6.5 CALL-UP PURCHASE ORDER DOCUMENT:

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

6.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$100,000.00 CDN including all fees, disbursements, subcontractor(s) costs and all applicable taxes.

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

6.7 ESTIMATED SOA EXPENDITURE:

It is the intention of the National Capital Commission to award up to three (3) Standing Offer Agreements. The estimated expenditure for all of the three (3) Standing Offer Agreement combined is \$ 2,000,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

The SOAs will be awarded as per the following:

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SERVICE GROUPS	ESTIMATED SOA EXPENDITURE PER SERVICE GROUP	1 <sup>ST</sup> RANKED	2 <sup>ND</sup> RANKED
SERVICE GROUP 1 - ON	\$1,600,000.00	\$900,000.00	\$700,000.00
SERVICE GROUP 2 - QC	\$400,000.00	\$400,000.00	NA
TOTAL	\$2,000,000.00	\$1,300,000.00	\$700,000.00

6.8 INVOICING:

Send the original invoice directly to:  
National Capital Commission  
Accounts Payable  
202, 40 Elgin St., 3<sup>rd</sup> floor  
Ottawa, ON, K1P 1C7

Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca). For storage purposes it would be preferable that the file format of the attachment be saved in a .jpg format.

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

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

Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and authorized by the NCC *in advance of the execution of the work*. The NCC cannot guarantee there will be compensation for extra work undertaken without prior written authorization.

To ensure good project communication, it is recommended that the SOA Contractor advise the NCC Project Manager when 75% of the purchase order costs have been incurred.

6.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

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

## APPENDIX A

### Statement of Work

#### Invitation

The National Capital Commission (NCC) is calling for Proposals from Contractors to provide arboricultural services on an “as and when requested basis” under a Standing Offer Agreement (SOA) in the Greenbelt, urban lands and estate properties in the National Capital Region in both Ontario and Québec.

All successful Contractors must enter into a formal NCC SOA. Once awarded, these SOAs will serve as the instrument against which individual call-ups can be made (on a project by project basis). The NCC will award a maximum of three SOAs. Two (2) SOAs will be for work located in Ontario and one (1) SOA will be for work located in Quebec. The SOAs will be active either for three (3) years (from the date of award) or until total expenditure level is attained, whichever comes first.

#### Location

Various locations in the National Capital Region (Québec and Ontario), within approximately 30 kms of Parliament Hill, downtown Ottawa

#### Introduction

The NCC is the owner of an extensive urban forest located in the National Capital Region (NCR). The focus of this SOA request is on tree pruning and associated specialized arboricultural services. The inclusion of removals within the scope of work is strictly to cover a situation where treatment options have been limited and removal must be undertaken. This may arise due to evidence gathered through canopy inspection, damage as a result of a pruning or cabling treatment, or a change in site conditions.

Proponents must offer pricing on every category (categories 1 to 9) for one or both service groups (provinces (ON/QC) and the services must be undertaken in house, **no sub-contractors will be accepted.**

Contractors who are awarded a SOA will be expected to seek “Site Access” security clearance for their crew for work on NCC Estate properties (refer to section 10). Failure to honour this requirement throughout the term of the SOA may result in termination of the call-up purchase order and termination of the SOA.

The Contractor’s key personnel (Class A/B climber/ arborist and Arborist with Tree Risk Assessment Qualification (TRAQ)) and members of the Contractor’s team must remain in their designated roles for the duration of the SOA. Both the NCC Representative and the NCC Contracting Authority must be promptly informed if any of the personnel named in the Proposal submission have left the Contractor’s employment. All replacement workers must be formally approved by the NCC Representative before they commence work. If the Contractor assigns replacement personnel who are considered in any respect unsatisfactory, they shall be removed and replaced by the Contractor upon five (5) days’ notice of dissatisfaction from the NCC Representative and the Contracting Authority. Failure to honour this requirement will result in the immediate termination of the call-up purchase order and the Standing Offer Agreement.

## 1. Technical Specifications

### 1.1. Description of Work

The arboriculture work related to the SOA includes pruning and support system installation, deep root fertilization and watering services, vertical mulching, air spade services, consulting services, and Tree Risk

Assessment Services. All treatments shall be in accordance with these specifications and current International Society of Arboriculture (ISA) best management practices (BMPs) or an agreed upon equivalent.

## 1.2. Special Instructions

- a) The Contractor is to be aware that Elm wood removed as part of this work shall be done separately from other wood. Elm wood shall be destroyed, buried or burnt as soon as possible after removal. **Elm wood shall not be made available for firewood.** All of the above are at the Contractor's expense.
- b) The Contractor will be expected to comply with all other regulations set forth by the Canadian Food Inspection Agency (CFIA) regarding the management of other controlled materials such as Ash (*Fraxinus* spp.).
- c) The Contractor must arrive on site each day without any branches, wood chips, or mulch in the truck or trailer.
- d) A prework inspection will be undertaken on each tree and site prior to commencement of work to identify any hazards, egress routes, and to ensure correctly located warning signage and any required traffic control is in place. This inspection should be incorporated into the tailboard/tailgate meeting for all sites. A standardized tailboard meeting form will be used to summarize these meetings and will be accompanied by a signoff sheet for all crew members. This form will be provided upon request by the NCC representative.

As a part of this inspection, the canopy and cavities of the tree will be evaluated for any active bird nesting or wildlife activities. If an active migratory bird nest or species at risk is identified as part of the inspection, the NCC representative will be contacted and work will be terminated at that time until a mitigation strategy is established.

- e) Please note where scope of work is predetermined by the NCC representative, a site visit to establish an estimate and operational constraints may be required. This visit would focus on objectives such as establishing access, debris management and objectives for the work. This visit is not considered consulting services and thus not subject to an hourly rate.

## 2. Pruning

All services in Categories 1 and 2 in either service group will assume provision of appropriate vehicle(s) (refer to Appendix C - Financial Proposal Form for more specifics), tools of the trade as well as a three-person crew with a Class A arborist, Class B arborist and a ground person.

Each crew for tree pruning and/or removal shall consist of:

- One (1) Class "A" Climber
- One (1) Class "B" Climber
- One (1) Ground Person

### 2.1. General Technical Guidelines – Pruning

Standards of care for pruning will be guided by industry best practices and based on guidance and standards set forth by the International Society of Arboriculture. As a guideline for the standard of care please refer to *Best Management Practices: Tree Pruning* (ISA literature).



Each tree and situation will vary in its treatment. Pruning will address, but not be limited to issues such as:

- Clearance pruning, from pathways, assets, overhead utilities;
- Maintenance pruning/ crown cleaning- which may involve removing structural issues, deadwood, diseased branches;
- Sanitation pruning which would involve the removal of diseased or dead branch material;
- Storm damage or improving resistance to storm damage;
- Aesthetical pruning which may involve thinning, structural pruning or balancing of trees crown for aesthetical value;
- Vista pruning;
- Risk/ hazard mitigation including whole tree removal; and
- Specialist tree pruning / removal with climber rigger and /or with cranes and /or aerial lifting devices

There also may be a requirement for root pruning; again this will be guided by ISA Standards. This may be required in situations where trees are affected by construction damage to the roots or rooting zone. As a guideline for the standard of care please refer to *Best Management Practices: Trees in Construction Zones* (ISA literature).

## 2.2. Clean-up

- a) Upon completion of work, all wood, brush, tools, equipment and vehicles will be removed from the site by the Contractor at his own expense. The disposal fees are the responsibility of the Contractor.
- b) Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left “broom clean”. Similarly, all maintained lawn and garden surfaces will be fan-raked.
- c) Any damages caused to any other part of the tree or the immediate surroundings by the said work will be repaired or corrected upon completion of the work.
- d) Any “hangers” or branch stubs are to be removed from the site.

## 3. Cables, Braces and Props

Each crew for support installation shall consist of:

One (1) Class “A” Climber  
One (1) Class “B” Climber  
One (1) Ground Person

### 3.1. Flexible Bracing

#### a) **Use of Flexible Bracing**

Flexible bracing or cabling shall be employed to help mitigate risk, strengthen, support, or preserve a tree’s canopy, any of its stems, specific limbs, or general structure. These activities will occur as directed or approved by the NCC representative.

#### b) **Material**

The requirements for each tree will be discussed in a site visit prior to any work. The type of system, static vs. dynamic, will be agreed upon as will any other installation decisions. This will include, but may

not be limited to wire gauge/ thimble size, size of threaded rod/ nut eye bolt/ j lag, splicing of cable or the use of cable clips, the portion of the trees canopy to be supported and the most effective location for the installation. As a guideline for the standard of care please refer to Best Management Practices: Tree Support Systems (ISA literature). A formal quote must be provided for each project.

**c) Installation of Flexible Bracing**

All cable/bracing installation will follow best practices set forth by the ISA.

3.2. Rigid Bracing/Propping

**a) Use of Rigid Bracing**

Rigid Bracing shall be employed to help mitigate risk, strengthen, support, or preserve the tree's trunk, a tree's canopy, any of its stems, specific limbs, or general structure. These activities will occur as directed or approved by the NCC representative.

**b) Materials**

The requirements for each tree will be discussed in a site visit prior to any work. The type of installation will be agreed upon as will any other installation decisions. This will include, but may not be limited to, size of threaded rod, the portion of the tree's stem to be supported and the most effective location for the installation. As a guideline for the standard of care please refer to Best Management Practices: Tree Support Systems (ISA literature). A formal quote must be provided for each project.

When materials (components) are purchased by the Contractor for the sole purpose of performing additional services which have been requested and approved by the NCC, the Contractor may add a maximum 15% materials handling charge to the cost of such materials only. Materials, parts, components and consumables for which the Contractor is responsible by virtue of other sections of this contract shall not be subject to materials handling charges of any kind. Labour costs) shall not be subject to materials handling charges of any kind.

3.3. Clean-up

- a) Upon completion of work, all wire, cable and other hardware, tools and vehicles will be removed from the site by the Contractor at his own expense. The disposal fees are the responsibility of the Contractor.
- b) Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left "broom clean". Similarly, all maintained lawn and garden surfaces will be fan-raked.
- c) Any damages caused to any other part of the tree or the immediate surroundings by said work will be repaired or corrected upon completion of the work.
- d) Any "hangers" or branch stubs are to be removed from the site.

3.4. Guarantee

- a) All cable bracing will be guaranteed for a period of one year following the date of acceptance by the NCC representative.
- b) Any installation which ceases to provide the intended support to the limbs and crotches, or to perform the intended function during the guarantee period due to faulty or sub-standard material or poor workmanship will be replaced at the Contractor's expense

## 4. Fertilizing

All services in this category will assume provision of appropriate vehicle(s) and tools of the trade as well as a two-person crew with a Class A climber/arborist and a ground person.

### 4.1. Category 8 - Soil testing- flat rate / test

Soil test will include collection of the sample and provision of the results to the NCC with all associated documentation. The testing will be done at a laboratory approved by the NCC. The testing can/will include pH, texture, organic matter, N, P, electrical conductivity, Mn, Mg, Fe, and either sodium (Na) in ppm or sodium absorption ratio.

### 4.2. Category 3 - Deep Root Injection with liquid fertilizer/deep root watering

All work will proceed as per ISA BMPs for tree and shrub fertilization. Generally, treatment will proceed with a 'rootfeeder' spray gun (or equivalent) at a depth of 5-10 inches at 150-200 psi (minimum 100 gallon tank with agitator, 100 feet of hose). Fertilizer will be applied at an agreed rate and be an added cost (refer to section 4.4 Products).

### 4.3. Category 4 - Vertical mulching/composting

All work will proceed as per ISA BMPs for tree and shrub fertilization. The soil amendment to be installed in the hole will be agreed upon in advance and may take a variety of forms: mulch, fertilizer, compost to give a few examples. The amended material will be provided at an additional cost. Material that results from the vertical mulching that needs to be cast away will be removed from the site by the Contractor as part of the service.

### 4.4. Products

When materials (components) are purchased by the Contractor for the sole purpose of performing additional services which have been requested and approved by the NCC, the Contractor may add a maximum 15% materials handling charge to the cost of such materials only. Materials, parts, components and consumables for which the Contractor is responsible by virtue of other sections of this Contract shall not be subject to materials handling charges of any kind. Labour costs shall not be subject to materials handling charges of any kind. Proof of purchase may be requested at any time.

### 4.5. Clean-up

- a) Upon completion of work, all, wood, brush, tools, equipment and vehicles will be removed from the site by the Contractor at his own expense. The disposal fees are the responsibility of the Contractor.
- b) Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left "broom clean". Similarly, all maintained lawn and garden surfaces will be fan-raked.
- c) Any damages caused to any other part of the tree or the immediate surroundings by the said work will be repaired or corrected upon completion of the work.

## 5. Category 5 and 6 - Air Spade Services

This section focuses on services related to root collar excavation, decompaction services, radial trenching and excavation related to associated construction.

### 5.1. Air spade services are split into 2 categories:

- a) Category 5 - All services in this section will assume provision of appropriate vehicle(s) and tools of the trade as well as a two-person crew with a Class A climber/arborist as well as ground person. Depending on the services requested appropriate pressure and air volume will be agreed upon- industry BMPs generally dictate these to fall between 90-120 PSI with 120-150 CFM, therefore Contractor's equipment must be able to deliver within these norms.
- b) Category 6 - An additional crew may be required if materials being excavated cannot be managed on site and or amended material will be installed in its place. Provision of a vehicle(s), two-person crew both with a minimum of ground person qualification.

This category focuses on but will not be limited to excavation of root areas surrounding trees to mitigate for compaction, regrading, or root collar excavation to facilitate the pruning of girdling roots or exposing the root collar. When and where appropriate (as approved by the NCC representative) the Contractor will erect hoarding to manage any flying debris that might result based on the work described.

### 5.2. Products

When materials (components) are purchased by the Contractor for the sole purpose of performing additional services which have been requested and approved by the NCC, the Contractor may add a maximum 15% materials handling charge to the cost of such materials only. Materials, parts, components and consumables for which the Contractor is responsible by virtue of other sections of this contract shall not be subject to materials handling charges of any kind. Labour costs (shall not be subject to materials handling charges of any kind. Proof of purchase may be requested at any time.

### 5.3. Clean-up

- a) Upon completion of work, all, wood, brush, tools, equipment and vehicles will be removed from the site by the Contractor at his own expense. The disposal fees are the responsibility of the Contractor.
- b) Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left "broom clean". Similarly, all maintained lawn and garden surfaces will be fan-raked.
- c) Any damages caused to any other part of the tree or the immediate surroundings by the said work will be repaired or corrected upon completion of the work.

## 6. Category 9 - Tree Risk Assessment- Level 2 assessment - Flat rate/assessment per tree

Flat rate price for a Level 2 Tree Risk Assessment undertaken by an arborist with a valid ISA certified arborist credential and an ISA Tree Risk Assessment Qualification (TRAQ) credential. This price includes all travel, tools required, and report provided as per ISA standards for a Level 2 TRAQ Assessment. The template/deliverables will be agreed to in advance with the NCC representative. Deliverables will be some combination of the raw data capture that arrived at said risk rating as well as a written report reviewing findings and mitigation options.

## **7. Category 7 - Consulting Services**

This category provides for an hourly rate for a Class A Tree Climber/Arborist. It includes all travel and tools of the trade that may be required. The scope and deliverables will be outlined and approved by the NCC representative prior to any work proceeding.

## **8. Contractor's Responsibilities**

### **8.1. Work Included**

The Contractor shall be responsible for supplying all labour, equipment, materials, licences, disposal fees and tools necessary to perform the work requested under this SOA, and for the removal of all debris and wood from site to a depot in the National Capital Region or where otherwise directed by the NCC representative.

The Contractor is to follow and respect all federal, provincial and municipal regulations and by-law regulations in the performance of this contract.

### **8.2 Communication - NCC Representative**

The successful Contractor shall ensure he has been informed and is aware of the official NCC representative for the area described herein. Although authority and responsibility for the immediate area may rest elsewhere, the only contact for the successful Contractor is the official NCC representative. The Contractor will be notified if the official NCC representative changes. Site problems and deficiencies shall be reported to the NCC representative immediately.

### **8.3 Communication - Contractor**

The successful Contractor shall arrange with the NCC representative in conjunction with the NCC Contracting Officer, a communication link. The communication link must be established for urgent situations which may arise during operations. Furthermore, the Contractor shall identify the level of authority of his personnel. The site crew shall have a communication device in order to permit the NCC representative to communicate with them at all time during the working hours and during emergency operation.

## **9. Provision of Arboriculture Service – All Inclusive Hourly Rate**

### **9.1 Emergency Services**

- a) For the purpose of this specification, emergency and special tree services shall be required to correct dangerous tree conditions to ensure the safety of the public, property and traffic. This service shall be applicable during NCC off hours, holidays, weekends, and during normal working hours when the Contractor is not employed on NCC work and shall include a twenty-four (24) hour response time from initial contact with the NCC representative to the time of arrival at the work site. All equipment listed must be available. Please see exception below for response time tied to Estate Properties.
- b) When responding to a request for emergency services at any of the estate properties, the on-site response time shall be no more than four (4) hours after receiving the request from the NCC. Work performed at an estate property as the result of a call for emergency services shall be subject to the emergency hourly premium submitted by the Contractor (Service Groups 1 and 2, Categories 1 and 2)
- c) All work under this clause shall be initiated on a "Call-Up" basis and shall be authorized by the NCC representative in each case. The rate for this service shall be indicated in Appendix C (Financial

Proposal). Each original response for this service shall be compensated at a minimum call-up of three (3) hours from the time of arrival at the work site.

- d) Short notice relocation of work crews during normal working hours shall be considered as normal requirements and not part of emergency and special tree services.

## 9.2 Equipment and Tool Inventory

As of April 1, 2023, the use of gas-powered leaf blowers, brush cutters, edge trimmers and small chainsaws is prohibited on NCC lands and battery-powered equivalents must be used.

All equipment and tools necessary to perform the work shall be supplied by the Contractor. This would include but not be limited to:

- Saws- pole saws/ bypass cutter (with extensions), chainsaws (size appropriate given material size), hand saws, also cleaning solutions for tools for disease management; see section 9.5 c).
- Climbing equipment- all ropes, friction devices, climbing saddles, ladders, etc.
- Rigging Equipment- ropes, port a wrap (or other lowering device), blocks, pulleys, slings, etc.
- Cable installation equipment- come-along, drill with appropriate bit size and extension, etc.
- Traffic control equipment- pylons/ cones, portable signage for roadway/ sidewalk approach, etc.
- Truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m<sup>3</sup> capacity).
- Chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).
- One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm.
- Fertilizing-minimum 100 gallon tank, appropriate sized pump to provide recommended PSI (150-200), 100 feet of hose, feeding needle.
- Air Spade-commercial sized air compressor, 50ft minimum of extension hose, spade unit- air spade, air knife or comparable.

## 9.3 Vehicles and Equipment

All vehicles and equipment used by the Contractor shall be kept in a clean and presentable condition, and shall meet the provincial (Québec and/or Ontario) safety standards and licensing requirements.

All efforts will be made to keep vehicles, trailers, chippers etc. out of the Critical Root Zone (CRZ) of trees. Parking vehicles on turf areas shall not be permitted; driving on turf areas shall be kept to an absolute minimum. Fuelling to be done off-site before working hours and/or after working hours. All repairs must be done off-site. All fluid leaking/dripping from equipment is not permitted and vehicles and equipment must be removed from the site immediately. All small equipment such as chainsaw, pole saw, and hand saw must be sharpened off site prior to the hours of work.

All vehicles used by the Contractor shall display the company name prominently and have a flashing roof light.

## 9.4 Administration

### a) **Quality of Work**

The work shall be carried out in a professional manner, by trained and experienced employees adhering to the International Society of Arboriculture and Tree Care Industry Association *Best Practice Pruning* standards 2nd edition as specified by the NCC representative. A list of employees shall be provided with the proposal indicating maintenance experience. Amendments to, and updating of this list shall be submitted to the NCC representative for approval. Any employee not on the list and reporting to work

may, at the discretion of the NCC representative, not be accepted and asked to leave. The standing offer agreement may also be terminated without notice for such a reason.

**b) Hours of Work**

Work may take place from 7 am to 5 pm daily Monday to Friday excluding Statutory Holidays and in accordance with the municipalities' by-laws. The working hours shall be calculated when the crew commences work on the work site until work ceases at the site, excluding lunch hour which will not be compensated (Travel time of work shall not be compensated).

Should the work load dictate a change in site location during working hours, a reasonable amount of time, judged by the NCC representative, will be allowed to re-locate to the new site and travel time will then be compensated.

Should operational requirements dictate, the commencing and finishing hours may be modified or extended by the NCC representative on a one-day (24 hours) notice.

**c) Quantity of Work**

The quantity of work to be scheduled for a specified time frame will be determined by the NCC. The number of crews will be increased or decreased according to NCC needs and workload. The increase-decrease of the number of crews indicated shall be actioned no later than three calendar days after notification. During rainy or other unfavourable weather conditions or situations, the crew will be paid for a minimum of three hours, provided they are on the location or site as standby. The NCC representative will notify the Contractor in advance, under unfavourable weather conditions, to cancel work. In this situation, no minimum hours will be paid.

**d) Change of Crew Size**

No crew size shall be smaller than the Crews, identified in Appendix C. Partial crews will not be accepted.

**e) Transportation**

The Contractor shall provide all necessary transportation for his personnel, tools and materials to and from the work site. No personal vehicles will be tolerated on the work site.

**f) Dress**

i. Summer Operations

The Contractor shall be aware that NCC dress regulations for this work do not allow athletic style T-shirts, halters or short pants while working. All employees of the Contractor shall be dressed in a neat and presentable fashion and shall wear CSA approved footwear. Shirts are to be worn buttoned at all times and be free of rips/tears. The Contractor shall meet all of these regulations.

ii. Winter Operations

All employees of the Contractor shall be dressed in a neat and presentable fashion and wear CSA approved footwear.

9.5 General

**a) General Description of Work**

The work herein described is to be performed by professional tree workers who have been approved and meet the qualifications listed in Appendix A through related training and on-the-job experience are familiar with the techniques and hazards of the work including trimming, maintenance repairs and removal. Familiarity with equipment required to perform this work is essential.

**b) Use of Climbing Spurs**

Unless otherwise instructed, climbing spurs or irons are not approved for use on live trees during pruning or cabling operations. These can only be used on dead trees or for tree removal.

**c) Disinfection**

This section, while it can be applied in numerous situations, is specifically addressing work done within the context of our Dutch Elm Disease Program. Disinfection to take place after each cut on diseased trees as per the direction of the NCC representative. If/when the Contractor identifies a tree as diseased; he must notify the NCC representative immediately. Tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Clorox solution prior to commencing work on each tree.

**d) Damages**

Damages as a result of the work of this contract, to plant material, surfaces, structures or items, must be replaced or repaired to the satisfaction of the NCC or other owners of the affected property within 10 days of the damage being brought to the attention of the Contractor, or within a period of time satisfactory to the NCC. All damages shall be reported immediately to the NCC representative.

**e) Traffic Control**

All traffic control on NCC and other municipal roadways shall be the responsibility of the Contractor. Guidance shall be obtained from RCMP or other local policing agencies as to the extent of control required. Refer to the Ministry of Transportation Ontario Traffic Manual Book 7 or Quebec's Ministry of Transports standards on Traffic Control. All signs used for traffic control shall be bilingual.

Safety vests shall be worn when possible conflict between vehicles, employees and the general public exists.

**f) Utilities**

The successful Contractors may be requested to perform pruning near and/or above utilities lines such as but not restricted to Hydro, Cable, etc.

**g) Canadian Food Inspection Agency (CFIA)**

The Contractor will be expected to comply with all regulations set forth by the Canadian Food Inspection Agency regarding the management of controlled materials. Presently Ash (*Fraxinus* spp.) falls into this categorization. The Contractor is responsible for the payment of any associated fees for disposal of trimmings, branches, brush chips and bark, and wood material. In regard to the present CFIA regulations for Ash, the NCC will be attempting, wherever possible, to keep chipped material and some wood on site. This may require shifting the chipper chute to ensure no chip piles are created, chipping into the truck box and dumping at another location (all efforts will be made to find sites close to work site), and spreading the chip or wood that will be left around said site.

**h) Environment Canada**

The Contractor shall be aware and comply with regulations set out as part of Environment Canada's Migratory Birds Convention Act, 1994, the Migratory Birds Regulations and the Species at Risk Act. Section 2.2b outlines several mitigation measures that must be followed to ensure best practices are met in relation to these regulations.

## **10. Estate Properties –Additional Requirements**

- a) Security Clearance: Personnel must be cleared to "Site Access" before access to the grounds is permitted.**
- b) Emergency service**



When responding to a request for emergency services at any of the estate properties, the on-site response time shall be no more than **four (4) hours** after receiving the request from the NCC. Work performed at an estate property as the result of a call for emergency services shall be subject to the emergency hourly premium submitted by the Contractor (Service Groups 1 and 2, Categories 1 and 2)

**c) Site preparation**

If requested by NCC representative in sensitive landscape areas, site protection will be required of equipment and vehicles to access on to lawn or hard surfaces. The protection would be in the form of plywood boards, track mats or other acceptable material to the NCC representative.

**d) Clean up**

Leaf blowers /vacuums can be used for clean up, but not in all Estate Property situations as there are sensitive areas where leaf blowers cannot be used. NCC representative will clarify the level of clean up prior to work commencement.

- Upon completion of work, all wire, cable and other hardware, tools and vehicles will be removed from the site by the Contractor at his own expense. The disposal fees are the responsibility of the Contractor.
- Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left “broom clean”. Similarly, all maintained lawn and garden surfaces will be fan-raked.
- Any damages caused to any other part of the tree or the immediate surroundings by said work will be repaired or corrected upon completion of the work.
- Any “hangers” or branch stubs are to be removed from the site.

- e) Dress:** The company name shall be prominently displayed on clothing of all employees. All uniforms shall be the same colour. Access will be denied to any non-uniformed personnel employed by the Contractor except in an emergency call-back situation.

## **11. Conditions of SOA**

Contractors shall comply with all federal, provincial and municipal applicable laws and regulations. Contractors must also have obtained, at his costs, all the licences and permits required in respect of the execution of the work in the provinces of Quebec and/or Ontario.

The NCC reserves the right to verify during the term of the SOA that a Contractor has all the necessary permits and licenses for the execution of the work and to cancel any SOA that does not meet this requirement.

## APPENDIX B

### Mandatory Requirements

- I. Bidders must ensure full compliance with the following mandatory requirements.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidders must indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled “Page Number” for all information included.
- IV. Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.

MANDATORY ITEMS	Mandatory Met?  Yes or No	Page Number
<p><b>1. Class A Tree Climber/Arborist:</b> Must be a certified arborist with a minimum of six (6) years’ experience in climbing, pruning, rigging operation, large tree removals, experience installing cable and brace systems, fertilizing, and air spade.</p> <p>Provide proof via:</p> <ul style="list-style-type: none"> <li>- a copy of an International Society of Arboriculture (ISA) certificate or a ISA certificate number, and</li> <li>- a curriculum vitae.</li> </ul> <p>NOTE: The ISA certification will be verified via the ISA website credential check located at: <a href="http://www.treesaregood.org/findanarborist/verify">www.treesaregood.org/findanarborist/verify</a></p>		<b>Page:</b>
<p><b>2. Class B Tree Climber/Arborist:</b> Must be a certified arborist with a minimum three (3) years’ experience in climbing, pruning, rigging, tree removals and experience installing cable and brace systems fertilizing, and air spade.</p> <p>Provide proof via:</p> <ul style="list-style-type: none"> <li>- a copy of an ISA certificate or a ISA certificate number, and</li> <li>- a curriculum vitae.</li> </ul> <p>NOTE: The ISA certification will be verified via the ISA website credential check located at: <a href="http://www.treesaregood.org/findanarborist/verify">www.treesaregood.org/findanarborist/verify</a></p>		<b>Page:</b>
<p><b>3. Ground person:</b> Must have chainsaw certification.</p> <p>Provide proof of completed chainsaw training via a copy of a certificate of completion or equivalent.</p>		

<p><b>4. Tree Risk Assessment Qualification (TRAQ) qualified arborist:</b> Must be a certified ISA TRAQ qualified arborist with a minimum of six (6) years' experience providing risk and health analysis for trees and shrubs (this mandatory requirement applies to Category 9 only).</p> <p>Provide proof via:</p> <ul style="list-style-type: none"> <li>- an ISA TRAQ credential number, and</li> <li>- a copy of an ISA TRAQ certificate, and</li> <li>- a curriculum vitae.</li> </ul> <p>NOTE: The ISA certification will be verified via the ISA website credential check located at: <a href="http://www.treesaregood.org/findanarborist/verify">www.treesaregood.org/findanarborist/verify</a></p>		<p><b>Page:</b></p>
<p><b>5. No Sub-Contractors Clause</b></p> <p>Provide a <u>signed written statement</u> that confirms that:</p> <p>“All works described within the Statement of Work will be undertaken with the personnel provided in the tender submission with no subcontractors or unauthorized substitutes”.</p>		<p><b>Page:</b></p>
<p><b>6. Company Experience:</b> The Proponent or firm must have a minimum of five (5) years' continued experience working in the field of Arboricultural Services.</p> <p>Provide proof via a brief company bio.</p>		<p><b>Page:</b></p>
<p><b>7. Employee Experience and Certification:</b></p> <p>Provide:</p> <ul style="list-style-type: none"> <li>- a complete list of employees for each proposed crew (Category 1 and Category 2), and</li> <li>- curriculum vitae for each employee indicating maintenance and other related experience.</li> <li>- NOTE: These employees must be the same employees indicated in the Mandatory Requirements # 1 to 4.</li> </ul> <p>If alternate Climbers A and B are proposed, certifications as described in the Mandatory Requirements are required.</p>		<p><b>Page:</b></p>

**APPENDIX C**  
**Financial Proposal Form**

The Contractor agrees that the following is (are) the all-inclusive lump sum and/or unit price(s) referred to in Clause 1.0.

The Bidder agrees that:

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies; and
- (b) the Unit Price (excluding tax) must be entered for each item (box) listed or will be subject to disqualification; and
- (c) the Price per Unit as tender governs in calculating the Extended Total, and any errors in the extension of the Price per Unit and in the addition of the Extended Totals shall be corrected by the NCC in order to obtain the Grand Total; and
- (d) Unit Prices must be all inclusive with the exception of tax; and
- (e) All rates must be expressed in Canadian dollars; and
- (f) Bidders must meet all mandatory requirements; and
- (g) Bidders must bid on either Service Group 1 **OR** Service Group 2 **OR** both Service Group 1 and Service Group 2. Bidders must bid on all 9 categories for the selected service group(s) (Ontario and/or Quebec) or will be subject to disqualification.

**UNIT PRICE TABLE: SERVICE GROUP 1 - ONTARIO**  
**Hourly Rates Schedule**

Category	Description	STANDARD SERVICE					EMERGENCY SERVICE				
		Quantity for bid evaluation purposes only* A	YEAR 1 Hourly Rate (excluding taxes) B	YEAR 2 Hourly Rate (excluding taxes) C	YEAR 3 Hourly Rate (excluding taxes) D	Extended Total Standard Service* E=A(B+C+D)	Quantity for bid evaluation purposes only* F	YEAR 1 Hourly Rate (excluding taxes) G	YEAR 2 Hourly Rate (excluding taxes) H	YEAR 3 Hourly Rate (excluding taxes) I	Extended Total Emergency Service* J=F(G+H+I)
Category 1 ONTARIO	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber/Arborist</li> <li>• One (1) Class “B” Climber/Arborist</li> <li>• One (1) Ground person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	240	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	40	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$

<b>Category 2</b> <b>ONTARIO</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber/Arborist</li> <li>• One (1) Class “B” Climber/Arborist</li> <li>• One (1) Ground person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	<b>240</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	<b>40</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$
<b>Category 3</b> <b>ONTARIO</b>	<b>Deep root injection as per section 4.2 in SOW</b> Minimum 2-man crew: One (1) Class A Climber/Arborist and one (1) Ground person <ul style="list-style-type: none"> <li>• Tools of the trade</li> <li>• Appropriate vehicle fully equipped for category</li> </ul>	<b>100</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Category 4</b> <b>ONTARIO</b>	<b>Vertical Mulching as per section 4.3 in SOW</b> Minimum 3-person crew: One (1) Class A Climber/Arborist and two (2) Ground people <ul style="list-style-type: none"> <li>• Tools of the trade.</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> </ul>	<b>40</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Category 5</b> <b>ONTARIO</b>	<b>Air Spade as per section 5.1a in SOW</b> Minimum 2-person crew: One (1) Class A Climber/Arborist and One (1) Ground person <ul style="list-style-type: none"> <li>• Tools of the trade</li> <li>• Appropriate vehicle fully equipped for service category</li> </ul>	<b>80</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

<b>Category 6 ONTARIO</b>	<b>Air Spade support as per section 5.1b in SOW</b> Minimum 2-person crew: two (2) Ground people qualified debris removal and various support <ul style="list-style-type: none"> <li>Tools of the trade.</li> <li>One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> </ul>	<b>80</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	N/A	N/A	N/A	N/A	N/A
<b>Category 7 ONTARIO</b>	<b>Consulting Services as per Section 7 in SOW</b> Class A climber/Arborist	<b>300</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	N/A	N/A	N/A	N/A	N/A
<b>Category 8 ONTARIO</b>	<b>Soil Testing as per Section 4.1 in SOW</b> Class A Climber/Arborist	<b>10</b>	\$ _____/ sample	\$ _____/ sample	\$ _____/ sample	\$ _____	N/A	N/A	N/A	N/A	N/A
<b>Category 9 ONTARIO</b>	<b>Level 2 TRAQ Assessment as per Section 6 in the SOW</b> Qualification as per the Mandatory Requirement #4.	<b>10</b>	\$ _____/tree	\$ _____/tree	\$ _____/tree	\$ _____	N/A	N/A	N/A	N/A	N/A
<b>TOTAL (Sum of Extended Totals for Categories 1 to 9)* :</b>						\$ _____					\$ _____
<b>GRAND TOTAL (TOTAL Standard Service + TOTAL Emergency Service)* :</b>						\$ _____					\$ _____

\*For evaluation purposes only.

Prices quoted are all-inclusive.

**SOA UNIT PRICE TABLE: SERVICE GROUP 2 - QUEBEC**  
**Hourly Rates Schedule**

Category	Description	STANDARD SERVICE					EMERGENCY SERVICE				
		Quantity for bid evaluation purposes only* A	YEAR 1 Hourly Rate (excluding taxes) B	YEAR 2 Hourly Rate (excluding taxes) C	YEAR 3 Hourly Rate (excluding taxes) D	Extended Total Standard Service* E=A(B+C+D)	Quantity for bid evaluation purposes only* F	YEAR 1 Hourly Rate (excluding taxes) G	YEAR 2 Hourly Rate (excluding taxes) H	YEAR 3 Hourly Rate (excluding taxes) I	Extended Total Emergency Service* J=F(G+H+I)
Category 1 QUEBEC	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber/Arborist</li> <li>• One (1) Class “B” Climber/Arborist</li> <li>• One (1) Ground person</li> <li>• One (1) chip truck 1 ¼ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	240	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	40	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$
Category 2 QUEBEC	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber/Arborist</li> <li>• One (1) Class “B” Climber/Arborist</li> <li>• One (1) Ground person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	240	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	40	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$

<b>Category 3</b> <b>QUEBEC</b>	<b>Deep root injection as per section 4.2 in SOW</b> Minimum 2-man crew: One (1) Class A Climber/Arborist and one (1) Ground person <ul style="list-style-type: none"> <li>• Tools of the trade</li> <li>• Appropriate vehicle fully equipped for category</li> </ul>	<b>100</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Category 4</b> <b>QUEBEC</b>	<b>Vertical Mulching as per section 4.3 in SOW</b> Minimum 3-person crew: One (1) Class A Climber/Arborist and two (2) Ground people <ul style="list-style-type: none"> <li>• Tools of the trade.</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> </ul>	<b>40</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Category 5</b> <b>QUEBEC</b>	<b>Air Spade as per section 5.1a in SOW</b> Minimum 2-person crew: One (1) Class A Climber/Arborist and One (1) Ground person <ul style="list-style-type: none"> <li>• Tools of the trade</li> <li>• Appropriate vehicle fully equipped for service category</li> </ul>	<b>80</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Category 6</b> <b>QUEBEC</b>	<b>Air Spade support as per section 5.1b in SOW</b> Minimum 2-person crew: two (2) Ground people qualified debris removal and various support <ul style="list-style-type: none"> <li>• Tools of the trade.</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> </ul>	<b>80</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Category 7</b> <b>QUEBEC</b>	<b>Consulting Services as per Section 7 in SOW</b> Class A climber/Arborist	<b>300</b>	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

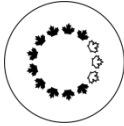


<b>Category 8</b> <b>QUEBEC</b>	<b>Soil Testing as per Section 4.1 in SOW</b> Class A Climber/Arborist	<b>10</b>	\$_____/sample	\$_____/sample	\$_____/sample	\$	N/A	N/A	N/A	N/A	N/A
<b>Category 9</b> <b>QUEBEC</b>	<b>Level 2 TRAQ Assessment as per Section 6 in the SOW</b> Qualification as per the Mandatory Requirement #4.	<b>10</b>	\$_____/tree	\$_____/tree	\$_____/tree	\$	N/A	N/A	N/A	N/A	N/A
<b>TOTAL (Sum of Extended Totals for Categories 1 to 9)* :</b>						\$					\$
<b>GRAND TOTAL</b> <b>(TOTAL Standard Service + TOTAL Emergency Service)* :</b>		\$									

\*For evaluation purposes only.

Prices quoted are all-inclusive

<b>Company Name :</b>	
<b>Name of Authorized Person :</b>	
<b>Address :</b>	
<b>City :</b>	
<b>Province :</b>	
<b>Postal Code:</b>	
<b>Telephone Number :</b>	
<b>Email Address :</b>	
<b>Signature :</b>	
<b>Title :</b>	
<b>Date :</b>	



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## INSTRUCTIONS TO TENDERERS

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### 1. Address

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

- Tenders not submitted on the accompanying Tender/Contract form.
- Faxed tenders unless otherwise stated.
- Tenders and amendments received after the tender closing date and time.
- Incomplete tenders may be rejected.
- Unsigned tenders shall be subject to disqualification.
- In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

### 4. Revision of Tenders

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

Changes must be clearly identified.

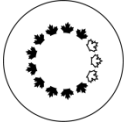
### 5. Completion of Tender/Contract Form

Insert prices in Appendix C – Financial Proposal Form.

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

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

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



## INSTRUCTIONS TO TENDERERS

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

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

### 6. Insurance

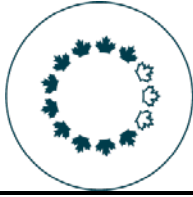
The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise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

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

### 7. Applications for Approval Certificates

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

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



## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

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

### 2. Assignment and Subcontracting

The contractor will not subcontract any of the services.

### 3. Indemnification

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

### 4. Property of the National Capital Commission

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

### 5. Permits and By-Laws

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

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## **GENERAL CONDITIONS**

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

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

### **7. Publicity**

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

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

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

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

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

The NCC Technical Authority shall:

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

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

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

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

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

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## GENERAL CONDITIONS

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

### **17. Security Deposit**

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

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

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

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

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

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

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



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## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

### **24. Payment**

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

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## GENERAL CONDITIONS

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- ii) The NCC Technical Authority and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the NCC Technical Authority and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 19 hereof.
3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the NCC Technical Authority at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the NCC Technical Authority in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the NCC Technical Authority.
4. Sixty (60) days after the issue by the NCC Technical Authority of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 11, surety bond or security deposit pursuant to Clause 2 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within sixty (60) days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

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## GENERAL CONDITIONS

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**25. Correction of defects**

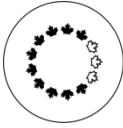
Should the Contractor receive notice from the Technical Authority requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect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

**26. Liability Insurance**

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

**27. Workers Compensation**

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



**Occupational Health and Safety Requirements**

**1. General**

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

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

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

1.3.1 health and safety of persons on site;

1.3.2 safety of property on site;

1.3.3 protection of persons adjacent to the site; and,

1.3.4 protection of the environment.

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

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

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

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

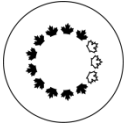
(d) Employment standards legislation in the province(s) in which any part of the work is performed; and

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

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

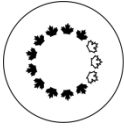
**1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.

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



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

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



**2. Qualifications of Personnel**

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

**3. Certification**

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

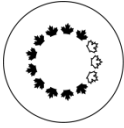
**4. Plans Policies and Procedures**

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

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

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

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

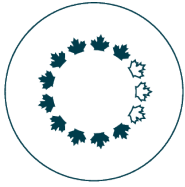


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a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

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

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



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## SECURITY REQUIREMENTS

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### **Security Requirements**

NCC Corporate Security reserves the right to not award the Contract until such time as the contractor's personnel core employees, **as well as any recurring subcontractors**, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **Reliability**. In specific cases where work takes place on NCC Official Residences land, the level of security required will be **Site Access**.

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

### **Security screening of individual**

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

### **Fingerprinting**

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

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

### **Company Security Officer**

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

### **Responsibilities of the Company Security Officer (CSO)**

The CSO responsibilities are the following:

Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;

In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to

NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these



documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;  
- Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.

- When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

#### **Access to site**

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

#### **Security of Information**

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

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

#### **Confidentiality and Safeguarding**

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

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

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