

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Page 1 of/de 4

NCC FILE NO. NR58
NO DE DOSSIER DE LA CCN:

ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À: Nathalie Rheault Telephone: 613-239-5678 ext. 5080 E-mail: nathalie.rheault@ncc-ccn.ca	INVITATION DATE/DATE DE L'APPEL D'OFFRES: July 18, 2013
	BID CLOSING/CLÔTURE DE L'OFFRE: August 27, 2013 at 15:00 Ottawa time
RETURN ORIGINAL Submit proposal on this form and return it to: RENOYER L'ORIGINAL Veuillez soumissionner en vous servant de la présente formule et la retourner au:	Sr. Contract Officer – Nathalie Rheault National Capital Commission/Commission de la capitale nationale Procurement Services/Services de l'approvisionnement 40 Elgin Street/40, rue Elgin 3rd Floor/3ième étage Ottawa, Ontario K1P 1C7

Eastern Lands and Sussex Maintenance Management Contract

- Proponents are invited to attend at their cost, a non-mandatory site visit and bidders' conference which will be held at 8:30 a.m. Ottawa time on August 13, 2013 (refer to section 7.1 of the RFP document).
- Submit five (5) copies of a proposal to provide the National Capital Commission (referred to as the "NCC"), with the services for the above noted project as described in the attached Terms of Reference.
- All questions and requests for clarifications during the tendering period must be submitted in writing to the National Capital Commission, Attention Nathalie Rheault, Senior Contract Officer at fax no. 613-239-5007 or by e-mail nathalie.rheault@ncc-ccn.ca. Deadline for enquiries is August 16, 2013 at noon Ottawa time to allow sufficient time to provide a response. Enquiries received after the date and time indicated 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. In this regard, proponents are advised that the only information related to this project that will be contractually binding is the information issued by the National Capital Commission in the form of an Addendum. All enquiries and other communications related to this RFP sent throughout the solicitation period are to be directed ONLY to the Sr. Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- The proposal is to include all relevant information as defined in the Terms of Reference and as more particularly described in Appendix 7-C.
- One contract and standing offer agreement (SOA) will be awarded for a five (5) year period beginning on April 1, 2014.
- One (1) copy of the Financial Proposal must be submitted in a sealed envelope, separate from the proposal documents as outlined in the Terms of Reference.
- Contract award for this service will be based on evaluation criteria set out for this request for proposal (see section 7.9). Only the price envelopes of those firms that qualify shall be opened.

8. The qualified proponent submitting the lowest Fixed Fee for the first year of the term shall be deemed the successful proponent.
9. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the successful Contractor who is required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
10. The “Supplier – Direct Payment and Tax Information Sales Form” & “Program for Employment Equity Form” must be completed and returned to the NCC prior to any contract being awarded to your firm.
11. By signing Appendix 7-A (2) of this request for proposal the Proponent hereby acknowledges receipt and acceptance of the Terms of Reference.
12. In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date **will not be accepted**.
13. **Facsimile or e-mail transmittal of proposals are not acceptable.**

Additional Clauses for Standing Offer Agreement

Eastern Lands and Sussex Maintenance management Contract

1.0 Introduction

The National Capital Commission (NCC) will issue a Standing Offer Agreement (SOA) to the successful firm of this RFP as indicated in section 2.15.25.

The term proponent in this document means supplier.

2.0 General Instructions

2.0.1 SOA duration

The duration of the SOA is for a period of five (5) years, from the April 1, 2014. The hourly rates price proponents quote in *Appendix 2-A* the “*Hourly cost/unit price of maintenance services*” form will be applicable for the first year of the contract. The following years the proponent’s rates will be increased by the rate of inflation for consumer price index for the City (Ottawa-Gatineau) see section 2.16 of the terms of reference.

The NCC reserves the right to **terminate** the SOA should the firm show repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the hourly rates of the project, and of sub-consultants / specialists.

2.0.2 SOA expenditure limits (per purchase order and estimated expenditure)

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$25,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from any firm when the initial estimate of the work exceeds \$25,000 CDN all inclusive.

The estimated expenditure for the resulting Standing Offer Agreement will be \$250,000.00 on CDN. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.

2.0.3 Purchase Orders (Call-ups)

The NCC reserves the right to on occasion:

- to seek offer-of-services from other sub-consultants / specialists
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.
- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOA is in place, individual project requests for work will be handled as *purchase orders* (or *callups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent, their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The number of purchase orders awarded by the NCC will vary annually. The NCC cannot guarantee the number of purchase orders SOA that will be issued in any given year.

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.

2.0.4 Billing the NCC

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 **authorised 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 authorisation.

For each invoice/billing submitted to NCC, the firm shall:

- Supply a current accounting of time-costs resulting from the SOA firm's work on the call-up, as well as all approved related project costs and sub-consultant costs;
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the 'call-up' contract amount, and the fee billed to date against that contract amount;
- Clearly identify the call-up number on their invoices

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

Request for Proposal

**Maintenance
Management
Contract**

Eastern Lands and Sussex

NCC RFP No. NR58

Part I

July 2013

REQUEST FOR PROPOSALS (RFP)
NCC Tender File No. NR58

Eastern Lands and Sussex Maintenance Management Services

The National Capital Commission (NCC) is seeking proposals for the delivery of maintenance management services for a five (5) year period beginning April 1, 2014, on natural and built facilities and assets as described in this RFP. (See map on page 5.)

The scope of work will include maintenance of parks, green spaces, recreational pathways, roadways, bridges, etc.. The NCC will continue to provide planning and overall management of this important federal natural and cultural area in the National Capital Region.

The NCC is seeking maintenance management services with the objectives of supporting high standards of service excellence at the best cost. The NCC believes that this proposal call will result in a successful contract award; however, in the event that proposals submitted do not meet these basic objectives, the NCC will not proceed with contract award and will implement alternative service delivery approaches.

Ce document est aussi disponible en français.

NCC CONTACT:

Nathalie Rheault
Senior Contract Officer
3rd Floor
202 – 40 Elgin Street
Ottawa, Ontario
K1P 1C7

Phone: 613-239-5678 ext. 5080
Fax: 613-239-5007
nathalie.rheault@ncc-ccn.ca

PREFACE

The Request for Proposal (RFP) for the Maintenance Management Contract contains **two parts; the text of NCC Maintenance requirements (Part I) and the accompanying site maps (Part II)** containing information related to site limits, identification and location of assets, limits of turf mowing, snow clearing, etc. In case of any discrepancy whatsoever between parts of this RFP or, within a particular section of Parts I or II, the part containing the more extensive obligations on the part of the Contractor shall prevail. In case of any ambiguity on the extensiveness of the obligations, the NCC shall solely establish which one prevails. Words with the initial letter in upper case have their meanings defined in 2.1.

NOTICE

1. All proponents must register with Buyandsell.gc.ca to obtain the RFP document (parts I and II).
2. The detailed response to the RFP, including without limitation, all mandatory requirements, shall be received no later than August 27, 2013 at 15:00 hrs local time in Ottawa at the 3rd floor Service Centre, 40 Elgin Street, Ottawa, Ontario, K1P 1C7. Faxed proposals shall not be accepted.

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SECTION 1 – INTRODUCTION

1.0 Context

The NCC, through The Urban Lands and Transportation (ULT) Division, manages the natural and built facilities and assets in the Capital Urban Area, which contributes towards its rich symbolic setting as the seat of national government. The Division manages these assets with the objectives of providing a safe and enjoyable experience for all users and the protection of its natural assets.

ULT provides the contract management of high quality maintenance services for the Commission's urban sites as well as summer and winter maintenance of major federal institutions in the Capital, such as Parliament Hill. Effective Maintenance and Lifecycle Management is required for a diverse mix of urban assets, ranging from preservation of urban conservation areas to naturalized meadow parkways to active downtown parks which host major National Events. The overall objectives of the maintenance practices are to ensure public health and safety, protect and preserve assets, and provide for an enjoyable experience of NCC sites in keeping with their key role as part of the Nation's Capital. In achieving these objectives, the NCC is committed to planning, developing and implementing all of its programs and activities in a manner designed to minimize adverse effects on the environment and ideally enhance the environmental resources under its responsibility.

ULT also delivers visitor products and services such as Parks and recreational facilities, green spaces, the Capital Pathway, the Floral Program, the Rideau Canal Skateway and the Sunday Bikeday program. As part of its mandate, ULT delivers support services to events that enhance the positioning of the Capital as a key destination for Canadians.

The National Capital Commission (NCC) is proceeding with a Request for Proposal (RFP) for the provision of Maintenance Management Services, for Eastern Lands Contract (see section 7 Process for Submitting a Proposal).

The map provided on page 5 presents the boundaries of the Contract in respect of the location where the work is to be performed.

Eastern Lands Contract Sites:

1. Aviation Parkway
2. Diplomatic Precinct
3. Lady Grey Drive
4. Laurier House
5. 283 Chapel Street
6. Rideau Centre terrace
7. Rideau Falls and Green Island Park
8. Rockcliffe Park
9. Rockcliffe Parkway
10. Rockcliffe Rockeries
11. Official Residences

SECTION 1 – INTRODUCTION

1.1 Scope of Work

The Maintenance Management Contract consists of providing landscape and civil maintenance as well as Snow and Ice Control and ice control and waste/recycling/cleaning services on NCC Sites located within the National Capital Region. The Contract also includes providing services for special maintenance programs and special events and the obligation to report to NCC. These services are summarized below, but are not limited to the following:

- **Landscape Maintenance**
 - **Turf** cutting, trimming, watering, edging, top dressing, seeding or overseeding, aerating, fertilizing, etc.;
 - **Tree/Shrub** safety & maintenance pruning/trimming, cultivating, edging, mulching, removing, winter protection, tree protection, etc.;
 - **Annual, bulb and perennial:** mowing of daffodils, planting/removal, watering, fertilizing, cultivating, edging, hand weeding, pinching, roguing, winter protection, plant division-perennial, etc.;
 - **Non-desirable vegetation/nest/small animal control** inspecting and removing as needed.

- **Civil Maintenance**
 - **Roadways, parking lots, walkways, pathways, sidewalks, steps and trails**
 - **All Surfaces:** inspecting/reporting, sweeping, removing hazards (leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.;
 - **Asphalt:** providing emergency pothole/sinkhole repairs;
 - **Concrete/Masonry** (curbs, gutters, granite sets, etc.): re-setting, correcting, etc.;
 - **Gravel/Granular/Stone Dust/Natural/Decorative:** levelling, grading, etc.;
 - **Wood:** repairing, maintaining structural integrity, sanding, painting, etc.
 - **Systems**
 - **Lighting & electrical** (distribution boxes/panels, conduits, lamp standards, etc.) inspecting, repairing, securing, replacing, providing line locates, providing immediate repairs, reporting, etc.;
 - **Drainage** (catch basins, manholes, ditches, bridges, tunnels, etc.) inspecting, reporting, cleaning, erosion/flood control prevention, providing line locates, water level control, removing surface water, etc.;
 - **Plumbing, irrigation and water** (fountains, water and sewer lines, pit toilets, washroom facilities, pump systems, irrigation controls, etc.) inspecting, cleaning, repairing, maintaining, replacing, water testing, providing portable toilets, providing locates, etc.
 - **Fixtures & furniture** (NCC furniture only) (fences, stone walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, etc.) inspecting, repairing, replacing, cleaning, removing graffiti, painting, staining, displacing furniture, etc.

- **Snow and Ice Control** (roadways and parking lots; walkways, pathways, sidewalks, steps and building access; buildings; utility service access, trails, lanes, fire lanes, open spaces, fields, etc.): Providing equipment/supplies, removing, blowing, plowing, shovelling, clearing, cleaning, sweeping, de-icing, stockpiling, transporting, disposing, providing flood control & emergency services, etc.

SECTION 1 – INTRODUCTION

- **Waste/Cleaning Operations** (all surfaces): Organic and inorganic litter and debris pick-up; waste receptacles and recycling containers emptying, cleaning and proper disposal; outdoor fixtures and furniture and hard surface cleaning; graffiti cleaning/removal (on all surfaces including, but not limited to, walls, bridges, tunnels, posts, signs, trees, escarpments, etc.); posters and foreign objects removal; spring clean-up; spills removal; bridge and tunnel cleaning and flushing.
- **Special Site Requirements**
 - Providing additional services that may be outside of typical site activities that must be performed for a specific site. Site specific requirements can be above or below typical standards and site limits.
- **Special Maintenance Programs**
 - Floral Program:
 - Providing, transporting, planting, maintaining, replacing, watering, fertilizing and removing approximately 1,973 annuals and 8,850 bulbs per year.
 - Mulching and Composting
 - Providing and spreading mulching and composting material as indicated in 4.8.1.4.
- **Program Support**
 - For all NCC programs:
 - When requested by the NCC, provide details of your contract-related activities that contribute to the carbon footprint of the NCC's programs. These data include, but may not be limited to, the following: types of vehicles used and total kilometres traveled for all program support activities; type of equipment used and total fuel consumed for all program support activities; and total amount of waste picked up and/or generated by NCC programs.
 - Sunday Bike Day.
 - Provide operational and logistical support.
 - Pick-up, transportation, repairs, installation and dismantling of equipment (barricades, cones, signs, etc.);
 - closing and opening of parkways and pathways;
 - Rockcliffe Park Pavilion – Wedding Reservation System:
 - Operating a wedding reservation system for the Rockcliffe Park Pavilion and surrounding area.
 - Event Support Program.
 - For a fixed amount of events occurring yearly. See Section 5.
 - Provide logistical and technical support for parkway/road closures, pick-up, transportation, repairs, installation and dismantling of equipment (barricades, cones, signs, etc.);
 - closing and opening of parkways and pathways;
 - Perform line locates, monitoring, regular maintenance, site restoration, etc.;
- **Other Services**
 - Services to the public:
 - Provide limited information to the public, orienting of visitors.

SECTION 1 – INTRODUCTION

- **Land Management Services**
 - Report non compatible land use, encroachments and infractions on NCC Lands;
 - Provide sound maintenance practices to ensure continued preservation of NCC Lands;
 - Abide by land management plans, principles, policies and regulations;
 - Respect all land use agreements and regulations.
- **Reporting Requirements**
 - Remit to NCC all reports required, as detailed in section 6 or elsewhere in this Contract..

1.2 Contractor's Obligations

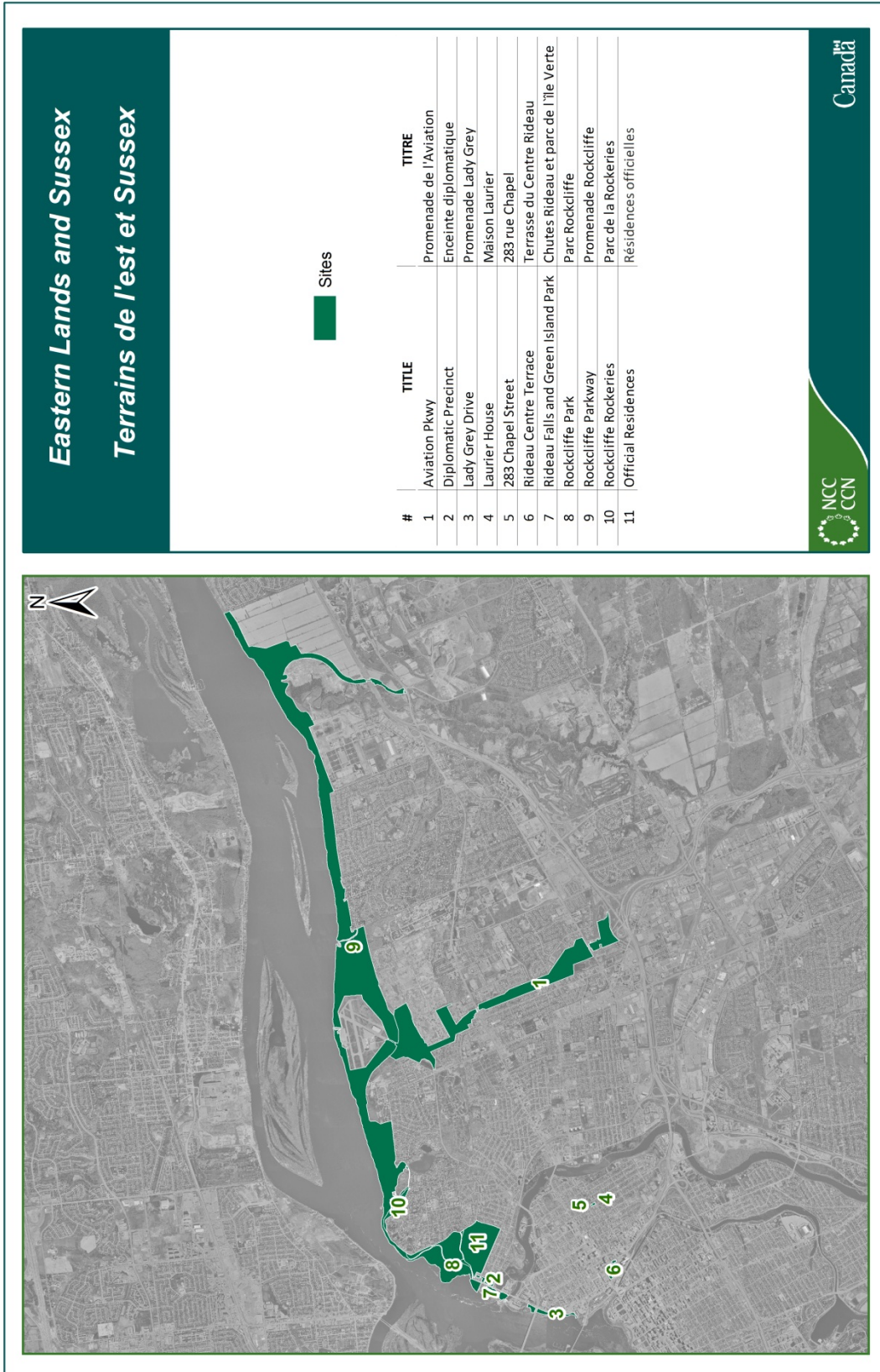
The Contractor shall provide at his/her own expense all services included in this Contract. These services are detailed in sections 3 (General Requirements), 4 (Operational Services Requirements) 5 (Support to Events and Programs) and 6 (Reporting) of the Contract. They are to be performed in accordance with section 2 (Typical Terms and Conditions) of the Contract. The Contractor shall also be responsible for providing all equipment and material required to fulfill the obligations of the Contract.

The Contractor shall be responsible for any Rehabilitation and/or Replacement costs resulting from the absence or lack of Routine and/or Non-Routine and/or Preventative Maintenance on the part of the Contractor and as indicated in this RFP.

1.3 Contract Boundaries and Quality Requirements

The Contractor shall provide all services within the geographic boundaries as summarized on the map presented on the following page and detailed in Part II of the Contract documentation. The Contractor shall provide all services to the standards of quality detailed in sections 3 (General Requirements), 4 (Operational Services Requirements), 5 (Support to Events and Programs) and 6 (Reporting) of the Contract.

SECTION 1 – INTRODUCTION



SECTION 1 – INTRODUCTION

1.4 NCC Responsibilities

The NCC is responsible for:

1.4.1 General Management

- A. Ensuring that all contractual obligations are continuously met by the Contractor;
- B. Providing a Contract Management Officer (CMO) for this Contract who shall be the Contractor's principal contact at the NCC;
- C. Approving and monitoring all revenue generating projects and activities (where applicable);
- D. Processing all administration and payment of Utilities for NCC buildings and facilities used by the public;
- E. Providing a 24 hour/7 day a week emergency telephone service. (The said Emergency Service shall interface with the Contractor's own Emergency Intervention Service).

1.4.2 Maintenance Services

- A. Providing detailed plans for each flower bed, portable planter, floral box and portable and fixed furniture for the majority of sites;
- B. Providing all structural/aesthetical pruning on NCC Lands. The NCC and Contractor are not responsible for structural pruning on Non NCC Sites or Lands;
- C. Ensuring the repairs (with the exception of pothole/sinkhole filling, which are the Contractor's responsibility) of roadways and parking lots, walkways, pathways, sidewalks, steps and trails;
- D. Ensuring the life cycle Rehabilitation of the following assets: roadways and parking lots, walkways, pathways, sidewalks, steps and trails, systems (lighting & electrical, drainage, plumbing/irrigation/water), fixtures and furniture;
- E. Providing light standards, granite sets, cobblestones, all signs (blades, decals) and decorative/drinking fountains to the Contractor when Replacement is required;
- F. Providing most repair services for concrete and masonry surfaces;
- G. Ensuring the repairs and Rehabilitation (including "permanent" graffiti removal) of all statues, sculptures, works of art and monuments on NCC Lands;
- H. Painting of all roadway, parking lot and pathway lines, pictograms, stop bars, traffic markings, etc;
- I. Providing maintenance, repairs and graffiti removal on Capital Pathway signage and Visitor Access Network, Orientation and Attraction signage;
- J. Inspection, repair and replacement of roadway lighting systems.

1.4.3 Program Support

- A. Planning, developing and improving programs;
- B. Managing land use permission for festivals and events;
- C. Notifying Contractor in writing of upcoming new events;
- D. Coordinating liaison with partners and sponsors.
- E. Preparing and providing the Contractor with visitor information brochures and pamphlets.
- F. Informing the Contractor in advance of the specific information required by the NCC on carbon footprint and waste and recycling data.

SECTION 1 – INTRODUCTION

1.4.4 Land Management Services

- A. Managing the permits and permissions programs such as the right of ownership, licenses of occupation and work entry permits (Contractor to monitor activities on site);
- B. Conducting detailed lifecycle management inspections on a cyclical basis. (e.g. site condition inspections);
- C. Conducting quality standard inspections annually (in conjunction with Contractor);
- D. Approving the Contractor’s annual Preventative Maintenance plan;
- E. Approving, managing and funding the Minor Capital program (work considered as additional services not included in this Contract);
- F. Providing natural resource management;
- G. Managing NCC’s federally mandated approval requirements for land use approval, design approval, environmental assessment reports and recommendations;
- H. Developing portfolio plans and policies such as: master, sector and area plans;
- I. Managing the NCC volunteer programs and activities such as the bicycle patrol;
- J. Establishing site opening and closing dates.

1.4.5 Law Enforcement & Public Safety

- A. Enforcing the NCC, Traffic and Property Regulations, NCC Animal Regulations and other provincial and federal legislations where NCC Conservation Officers have delegated responsibilities;
- B. Participating in special operations with law enforcement and natural resources agencies;
- C. Providing traffic control during regular operations (does not apply to events);
- D. Providing emergency responses for search and rescue and fire control.

1.4.6 Property Management Services

- A. Manage all commercial, institutional and residential property owned by the NCC but not included in this Contract.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.0 Introduction

This section contains all of the general terms and conditions applicable to this Contract.

2.1 Interpretation

2.1.1 Definitions

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

“**Act**” means the National Capital Act, R.S.C. 1985, c. N-4 as amended and the regulations enacted thereunder.

“**Additional Services**” means any requirements added pursuant to 2.3.2.2 and not originally included in the Fixed Fee.

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

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

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

“**Capital Work**” means all Construction, Major and Minor Capital and Rehabilitation and Replacement work required during the Term to either extend the life expectancy of an asset or to replace it altogether. All Capital Work shall be considered as Additional Services excluded from the Contract:

- a) “**Construction**” means production of a new asset, e.g. new pathway, new flower bed, new light standards.
- b) “**Major Capital**” means a large, technically complex work or project, e.g. resurfacing a parkway.
- c) “**Minor Capital**” means capital works or projects having a limited or uncomplicated scope of work, e.g. rehabilitation of a catch basin.
- d) “**Rehabilitation**” means renovation, refurbishment or partial reconstruction of an asset including significant replacement of Component systems (greater than 50%) in order to prolong the useful service life of the asset without changing its basic function, e.g. repair of a bridge deck, reconstruction of a section of pathway.
- e) “**Replacement**” means provision of new asset to take the place of one which has reached the end of its useful life. The asset being replaced has commonly been demolished/destroyed (e.g. Replacement of field assets such as picnic tables and benches).

SECTION 2 – TYPICAL TERMS AND CONDITIONS

“**Civil Maintenance**” means the provision of all services required to maintain and preserve NCC physical infrastructures such as roadways, pathways, lights, fixtures and furniture, plumbing system, etc.

“**Component**” means a constituent part of a System or a whole, which may or may not be part of an asset. Notwithstanding the aforementioned, a Component may also function on its own, independent of the System(s) in which it is a Component.

“**Condition based monitoring**” or “**CBM**” means observing and reporting (Monitoring, testing, etc.) the state of a System (asset) and its Components in order to determine when/if Maintenance is actually necessary.

“**Conservation Officer**” means an NCC employee with peace officer status whose functions include law enforcement and public safety.

“**Consumables**” (also known as **nondurable goods** or **soft goods**) are products that are routinely used up while a System or Component is in operation and are intended for recurrent replacement and purchase. This includes, but is not limited to, items such as bolts, screws, nails, belts, gaskets, tie-wraps, touch-up paint, adhesives, caulking, oils and lubricants, hydraulic fluids, fuses, cleaning products, connectors, etc.

“**Contract**” means a contract entered into between the Successful Proponent and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Proponent agrees to perform all of the specific services in accordance with the standards of performance set out in sections 1 to 6 and Part II (site maps) of the Maintenance Management Contract, and other matters arising out of the successful proposal and accepted by the NCC, if any.

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

“**Contractor**” is synonymous with Successful Proponent.

“**Detailed Proposal**” means a proposal submitted by a Proponent in response to the RFP issued by the NCC that shall be subject to evaluation by the NCC for the purpose of selecting a Successful Proponent.

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

“**Emergency Intervention Service**” means the intervention service interfacing with the Emergency Services that must be provided by the Contractor twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

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

“**Environmental Laws**” means:

- i. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- ii. the jurisprudence with respect to environmental law and health and safety law; and
- iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the NCC Environmental Protection Policies Statements set out in appendix 2-D), guidelines, orders, approvals, notices, permits, judgements,

SECTION 2 – TYPICAL TERMS AND CONDITIONS

directives, licences, decisions and requirements, with or without force of law, as they may be amended or replaced from time to time.

“**Equipment**” means all equipment and machinery that shall be provided by the Contractor to the satisfaction of the NCC, for landscaping and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations or Other Services pursuant to the Contract.

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

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

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

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

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

“**Landscape Maintenance**” means the provision of all services required to maintain and preserve NCC green assets such as turf, trees, etc.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

“**Maintenance**” means all Landscape Maintenance, Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations and any other services that are to be performed by the Contractor on a regular basis to respect its obligations in this Contract.

It also means the ongoing operation and provision of a specific set of quality standards in order to achieve a desired condition of asset or levels of service. Maintenance operation entails the installation and up keep, repair and restoration of assets to a condition in which it may be effectively utilized for it’s designated purpose.

It also includes the following:

- a) “**Routine Maintenance**” means all Maintenance required more than once per month on any given site and/or single asset. It includes Maintenance services generally required to offset the effects of weather and vegetation growth, plus minor repair and parts replacement of a reactive nature to remedy defects and unserviceabilities including, without limitation, such activities as snow and ice removal, grass cutting, replanting of floral displays, pothole repair, replacement of sprinkler heads and light fixtures, sign reinstallation, vandalism repairs and resetting granite sidewalks.
- b) “**Preventative Maintenance**” means all Maintenance usually required either monthly, annually or once every two or three years. It includes all Maintenance services of a proactive nature to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as winter protection, inspections, sanding/repainting, tree removal and planting, pothole repairs, replacement of broken or defective Components, start-up and shutdown of systems, spring clean-up. The NCC shall be solely responsible for approving the frequency of any services required in this Contract.

“**Maintenance Management Contract**” means the main heading of this RFP; it encompasses all service requirements to be completed by the Contractor as more particularly described in sections 1 to 6 and Part II (site maps) of this RFP.

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

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

“**NCC**” means the National Capital Commission.

“**NCC Lands or Buildings**” means lands or buildings owned and maintained by the NCC. These lands or buildings are to be incorporated within and constitute an integral part of this Contract.

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

“**Non NCC Sites or Lands**” means lands maintained by the NCC but not owned by the NCC. These lands are included within and constitute an integral part of this Contract.

“**Official Residences**” (**OR**) for the purposes of this Contract, are defined as including Rideau Hall, 24 Sussex and 7 Rideau Gate.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

“**Operational Services**” means the landscape and Civil Maintenance, Snow and Ice Control and Waste/Recycling/Cleaning Operations to be performed by the Contractor, as more particularly described in section 4 of this RFP.

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

“**Proponent**” means the party submitting a Detailed Proposal in response to this RFP.

“**Request for Proposal**” (RFP) means the request for proposals issued by the NCC pursuant to NCC tender file number NR 58 for the Eastern Lands Contract.

“**Revenues**” means revenues collected for the NCC for a fee by the Contractor under the terms of this Contract.

“**Safety and Maintenance Pruning**” (Contractor’s responsibility) means all pruning, trimming and removal activities related to safety and maintenance of all trees and shrubs on the lands which are subject to this Contract. Those activities include i) identifying all trees/shrubs on the lands which require pruning/trimming and/or which must be removed, ii) pruning and trimming said trees as more particularly described in section 4.3.2.1, iii) removing trees as more particularly described in section 4.3.2.3 and iv) removing the debris resulting from these activities. Structural and Aesthetical Pruning is excluded from this Contract and remains the NCC’s responsibility.

“**Snow and Ice Control**” means Maintenance required to clear and remove any snow and control any ice from all designated assets, including, but not limited to, roadways and parking lots, sidewalks and building entrance ways, to ensure, at all times, public safety.

“**Support to Events and Programs**” means all services related to events, programs and basic land management services to be performed by the Contractor as more particularly described in section 5 of this RFP.

“**Specimen Tree/Shrub**” means a mature tree (or clump of trees) such as but not limited to Maples, Oaks, Ash, etc. located within a maintained area.

“**Standing offer agreement**” (SOA) is an agreement by which a Contractor agrees to supply goods and/or services, as requested by the NCC, for a specific period of time, at prearranged prices and as per the applicable terms and conditions set out in the agreement.

“**Structural and Aesthetical Pruning**” means pruning and trimming activities that are related to the appearance, the aesthetic of a woody plant (tree, shrub) and to the development of a structurally sound branch system. It includes crown/canopy thinning, directional or formative pruning, creation of new vista, crown reduction and cabling installation and removal of cabling.

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

“**Successful Proponent**” means the Contractor, if any, to whom the NCC has awarded the Contract.

“**System**” means a set of interacting and/or inter-dependent Components forming an integrated whole.

“**Term**” means the period commencing April 1, 2014 and terminating March 31, 2019.

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

“**Unaided Testing**” or “**Unaided Inspection**” refers to methods of testing or inspection that involve the senses of sight, smell, sound and touch. Instruments that are used as part of Unaided Inspections generally augment the Contractors senses, as previously listed.

“**Utilities**” means publicly distributed services such as energy (electricity, oil, gas), sewage disposal and water supply.

“**Waste/Recycling/Cleaning Operations**” includes the pick-up, clean-up and disposal of all organic and inorganic waste (solid and/or liquid), the recycling activities, graffiti cleaning/removal activities and general cleaning of assets within the scope of this Contract.

“**Work**” means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract and as more specifically set out in Sections 1 to 6 and Part II (site maps) of the RFP.

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.2 Extended Meanings

2.2.1 Governing Laws

This Agreement shall be governed by, construed and interpreted in accordance with the applicable laws in force in the province of Ontario.

Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

2.2.2 Currency

Except where expressly provided to the contrary herein, all monetary amounts in this Contract are stated and shall be paid in Canadian dollars.

2.2.3 Severability of Provisions

Each of the provisions contained in this Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

2.2.4 Entire Contract

When duly executed by the Contractor and the NCC, the Contract shall constitute the entire Contract between the parties pertaining to the Subject Matter. There shall be no warranties, representations or agreements between the parties in connection with such Subject Matter except as specifically set forth or referred to in the Contract. All the provisions of the Contract shall be construed as covenants and agreements. Except as expressly provided in the Contract, no amendment, or waiver of any provision of such agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Contract shall constitute a waiver of any other provision and no waiver of any provision of such Contract shall constitute a continuing waiver unless otherwise expressly provided.

2.2.5 Headings & Table of Contents

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

2.2.6 Generally Accepted Accounting Principles

Unless provided to the contrary herein, whenever reference is made in this Contract to the provision of financial statements, the preparation and delivery of financial information, or any matters ancillary thereto, the financial information shall be prepared in compliance with, and with consistent application of Canadian generally accepted accounting principles.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.2.7 Appendices & Materials Incorporated by Reference

Sections 1 through 6 and Part II of the Contract are incorporated within and constitute integral parts of this Contract.

2.3 Alterations

2.3.1 NCC Termination Right

Pursuant to section 40 of the Financial Administration Act, it is a term of every contract for the payment of any money by the NCC, that payment under the Contract is subject to there being a parliamentary appropriation for the fiscal year in which any commitment under the Contract is due and payable. If there is no parliamentary appropriation, the NCC shall have the right to deliver notice in writing to the Contractor terminating this Contract in its entirety and the NCC shall not be liable for any damages suffered by the Contractor as a result of such termination.

2.3.2 Alterations to Scope of Contract

The NCC reserves the right to make alterations to any part of the Subject Matter at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions or withdrawals of sites/programs/ services/activities/sub-activities* (e.g. site: Aviation Parkway; program: Floral Program; support to events: Sunday Bikedays; activity: Turf; sub-activity: Turf Cutting and Trimming).

* A solidus (/) throughout section 2.3.2 “Alterations to Scope of Contract” means “and/or” e.g.: site and/or program and/or event, etc.

2.3.2.1 Cost Establishment Process

The NCC shall use a cost establishment process for calculating the amount of any compensation resulting from additions, re-allocations and withdrawals (with the exception of the specific kinds of withdrawals indicated in sections 2.3.2.4.1 and 2.3.2.4.2). This process shall determine the amount owed to either the NCC (in the case of withdrawals) or to the Contractor (in the case of additions). The following is a summary of the cost establishment process:

Prior to Contract Award

The Contractor shall provide as part of his/her Detailed Proposal a price breakdown for each site included in the Contract (see appendix 7-A (3)).

After Contract Award and During Term of Contract

The NCC shall notify the Contractor in writing of any alteration and shall provide a description of the sites, activities or sub-activities to be added, re-

SECTION 2 – TYPICAL TERMS AND CONDITIONS

allocated, revised or withdrawn. The NCC's right to make alterations is unlimited.

The Contractor shall then provide the NCC with an estimate of the total cost for any alteration accompanied by a breakdown per activity and, if required, per sub-activity which must be based on the following:

1. The original price per site as provided in the Detailed Proposal (see Appendix 7-A (3));
2. The information provided by the NCC describing the alteration;
3. The Hourly Rate or Unit Price for each service as indicated in Appendix 2-A, when such rates or unit prices have been submitted as part of appendix 2-A.
4. The expense report for the corresponding year (see appendix 6-B and 6-C)

The NCC shall evaluate the Contractor's estimate based on items one, two and three indicated above.

The NCC and Contractor shall arrive at a mutually agreed fee for any alteration based again on items one, two and three indicated above. Failing agreement, the NCC and Contractor shall deliver their respective proposals on the amount to be added or deleted to an arbitrator appointed pursuant to 2.15.13.

The arbitrator's jurisdiction in such matter shall be limited to choosing one of the two proposals based on items one, two and three indicated above. This choice shall be binding on the parties. The parties will each pay 50% of the arbitrator's fee.

2.3.2.2 Additions to Contract

In addition to 2.3.2 and 2.3.2.1, the Contractor acknowledges that should there be any sites/programs/services/activities/sub-activities added to the Subject Matter, then the Contractor shall be obligated to provide the said Additional Services at a fair equitable price as requested by the NCC. Except in case of emergency, the Contractor must await the issuance of a change order before performing the additional work.

2.3.2.3 Re-Allocation

In addition to 2.3.2 and 2.3.2.1, the NCC shall have the right to re-allocate or revise Maintenance activities to be provided herein to other sites, to substitute new sites/programs/services/activities/sub-activities for deleted sites/programs/services/activities/sub-activities or to revise standards of performance.

2.3.2.4 Withdrawals to Contract – General

In addition to 2.3.2 and 2.3.2.1 and in the event that the NCC elects to permanently or temporarily withdraw any site/program/service/activity/ sub-activity, then the Contractor shall be relieved of any further rights or obligations hereunder in respect of such site/program/service/activity/sub-activity, including without limitation the right to recover any part of the Fixed Fee of the Contract that would otherwise have been payable to the Contractor in respect of such

SECTION 2 – TYPICAL TERMS AND CONDITIONS

withdrawal. The Contractor acknowledges that should the NCC withdraw any site/program/service/activity/sub-activity, then the Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to this Contract or otherwise in respect of such decision made by the NCC.

2.3.2.4.1 Withdrawal of an Entire Site/Program/Service

The NCC shall use a cost establishment process for the withdrawal of an entire site/program/service that is different from the one indicated in 2.3.2.1 above. The total amount for the site/program/service to be withdrawn shall be as provided by the Contractor in the Fee Proposal Breakdown (see Appendix 7-A (3)) and according to the Annual Fixed Fee Payment Schedule (see Appendix 6-A) and the corresponding annual expense report (see Appendix 6-B and 6-C). There shall be no negotiation of cost for the withdrawal of an entire site/program/service/activity/sub-activity.

2.3.2.4.2 Withdrawal of Activities/sub-activities

The NCC shall again use a cost establishment process for the withdrawal of activities/sub-activities that is different from the process indicated in 2.3.2.1 above. The NCC and Contractor shall establish, on a case per case basis, a unit cost for each activity/sub-activity to be withdrawn. The unit cost shall then be used along with a cost calculation formula to establish the amount to be adjusted on the Fixed Fee of the Contract.

2.4 Contractor's Obligations

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

Unless the context clearly indicates a contrary intention, whenever the term “asset” is used in this Contract, the term shall be interpreted as meaning both natural and built assets.

Whenever a limit on a map runs along a natural asset (e.g. cliff, escarpment, etc.), the Contractor's obligation shall extend to that entire asset. If the limit runs along a shoreline, the Contractor's obligation shall extend to the water's edge wherever it may be at any given time.

2.4.1 Payment Schedule (see 2.5.1.1, 2.6.1.2, 6.1.1 and Appendix 6-A)

Notwithstanding that the annual Fixed Fee is unamendable by the Contractor for the entirety of the Term, the monthly allocation of the annual amounts for purposes of establishing the amount payable to the Contractor for any given month during the Term is subject to the review and approval of the NCC.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.4.1.1 Preparation of Payment Schedule

The Contractor agrees to prepare and submit to the NCC by no later than the 28th day of February (except for the first payment schedule which is required with the detailed proposal) for each Year of the Term commencing in 2013, for the NCC's review and approval, an annual payment schedule in the form and having the content described in Appendix 6-A, and allocating the Fixed Fee on a monthly basis as described in 6.1.1.

2.4.1.2 Approval of Payment Schedule by NCC

The NCC shall have the right, acting reasonably, to disapprove any item or items contained in the payment schedule delivered pursuant to article 2.4.1.1 above. The purpose of this approval right is to address the monthly allocation of the Fixed Fee of the Contract in respect of the programs to be delivered by the Contractor during any given month.

2.4.1.3 Approved Payment Schedule Unamendable

Upon receipt of NCC approval of the payment schedule, the allocation of the amounts set out therein shall be fixed for the relevant Year of the Term unless amended as per the permitted alterations to the scope of the Contract (see 2.3.2).

2.4.1.4 Limitation on NCC Financial Obligations

The NCC shall have no obligation, and the Contractor shall not represent to third parties that the NCC has any such obligation, on account of reimbursement of expenses, overhead costs, administrative expenses, or salaries and benefits of employees, except to the extent that such amounts are included in amounts payable pursuant to the payment schedule.

2.4.1.5 Holdback on Final Payment

Upon the expiry or earlier termination of the Term, the NCC shall withhold 50% of the final payment due. The said holdback shall be returned to the Contractor once a physical inspection of Contract assets confirms that they are returned in a condition satisfactory to the NCC.

2.4.1.6 Direct Deposit

Payments by direct deposit are presently available to all companies doing business with the NCC. Should your firm be awarded a Contract with the NCC and be interested in this method of payment, a completed "SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM" will be required prior to award of Contract.

2.4.2 Planning Process for Minor Capital Projects

2.4.2.1 Minor Capital projects

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The NCC plans its Minor Capital projects by establishing a list, determining priorities over several years and regularly updating the list and the priorities. In support of the NCC's planning process, the Contractor agrees to prepare and submit to the NCC, for the NCC's review and consideration, a completed annual capital work assessment report in respect of any proposed Minor Capital project expenditure for such works as the Contractor identifies as necessary to maintain the quality standards in existence at the commencement of the Term (see 6.1.7).

2.4.2.2 Minor Capital project Implementation

Minor Capital projects shall be awarded through the normal contracting process and are outside the scope of this Contract.

Like any contractor, the Contractor may bid for contracts provided he can assure the NCC that his participation in this process has no negative impact on the work required in the current Contract. Should the Contractor be selected for such work, he will ensure that he uses employees who are not assigned to the day-to-day tasks involved in the current Contract, this to avoid temporarily reassigning employees from this Contract and resulting in savings for the Contractor and loss for the NCC. Should the Contractor perform work using the same labour force, without first submitting the names of replacement employees and obtaining NCC approval, he will be deemed to have negatively affected the accomplishment of one or more contractual duties and the NCC may deduct from the next monthly payment an amount equal to the salaries and other expenses saved by the Contractor.

2.4.3 Conditions Common to Performance of All Maintenance Duties

In addition to the obligations imposed in 2.4.1, the Contractor agrees that it shall comply with each of the following conditions:

2.4.3.1 Permitted Uses

The Contractor shall not, without the written approval of the NCC, use any part or parts of the Subject Matter or permit them to be used in whole or in part for any purpose or purposes other than those permitted by the Plan for Canada's Capital, any other NCC land use plan in effect from time to time, and Applicable Laws. In the event of conflict between the provisions of the Plan for Canada's Capital and any other land use plan promulgated from time to time by the NCC, the provisions of the most recent of such plans shall prevail.

2.4.3.2 Environmental Laws

In performing each of the operational duties identified in sections 1, 3, 4, 5 and 6 and Part II of the Contract, or in complying with the requirements of any part of this Contract, the Contractor shall comply fully, at its own expense, with all requirements imposed by Environmental Laws, and with all requirements imposed by the various NCC environmental administrative policies and procedures (including any and all amendments or replacement policies) and the NCC Environmental Guidelines (March 2012) (see Appendix 2-D).

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2.4.3.3 Business Practices

The Contractor agrees not to conduct and to use its best efforts to restrain all other persons entitled to use the Subject Matter or any part or parts thereof from conducting any of the following businesses or methods of doing business on or from the Subject Matter, and further agrees to include the wording of this section in any contracts granting the use of the Subject Matter or any part or parts thereof:

- a) Any business which, because of the merchandising methods likely to be used, would adversely affect the reputation of the Subject Matter and/or the NCC;
- b) An operation in any line of merchandise or service which makes a practice of unethical or deceptive advertising or selling procedures;
- c) An operation in any line of merchandise or service which, because of the character of the merchandise or service, would adversely affect the reputation of the Subject Matter and/or the NCC;
- d) Any business practice which, whether through advertising, selling procedures or otherwise, may adversely affect the Subject Matter or the reputation of the NCC, or may reflect unfavourably on the Subject Matter or the NCC, or which may confuse, mislead or deceive the public.

2.4.3.4 Bilingual Services

The Contractor agrees that it shall employ at its own cost and expense competent employees and ensure that all services offered or required to be offered directly to the general public hereunder in respect of the Subject Matter shall be capable of being provided at all times in both official languages of Canada. The NCC reserves the right to verify employee language proficiency by means of a language test which shall be administered by the NCC in a fair and equitable manner. The Contractor shall bear all costs associated with the administration of the language test.

2.4.3.5 Signage

The Contractor covenants and agrees to comply, at all times and from time to time during the Term, with the provisions of the Act, any regulations thereunder, and any by-laws or policies of the NCC dealing with the erection or Maintenance of signs on lands belonging to the NCC or for which the NCC is responsible. For greater particularity, the Contractor must ensure that all signs are bilingual.

2.4.3.6 Duty to Act in Good Faith

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

2.4.3.7 Warranty

The Contractor warrants that it is competent to perform the Work required under this Contract in that it has the necessary qualifications including, without

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limitation any licensing or certification requirements imposed by the applicable laws as well as the knowledge, skill and ability to perform the Work.

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

2.4.3.8 Commitments Made in Contractor's Proposal

In addition to the obligations contained in this Contract, the Contractor hereby undertakes to fulfil the commitments made in its Detailed Proposal which is incorporated by reference into this Contract. If there are any inconsistencies between the terms and conditions of this Contract and those set out in the Detailed Proposal, the document containing the most extensive obligations on the part of the Contractor shall prevail.

2.4.3.9 Work for Others

The Contractor shall obtain prior authorization in writing from the NCC before accepting and/or commencing any work for a third party on Land subject to this Contract. The NCC shall verify that the work contemplated is not already included under this Contract before providing its authorization. For event support, the Contractor shall specify in writing all events on Land subject to this Contract considered by the Contractor for work and any potential areas of conflict.

2.4.3.10 Security Risks

The Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

The security requirements are more specifically described in 2.15.15.

2.4.3.11 Heritage Buildings

The Contractor acknowledges that certain buildings have been categorized as "classified" or "recognized" buildings by the Federal Heritage Buildings Review Office (herein referred to as the "FHBRO"). Buildings categorized as "classified" are buildings to which the Minister of Heritage has assigned the highest heritage

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designation. No action that may affect the heritage character of a “classified” heritage building including alteration, dismantlement or demolition can occur without full consultation with FHBRO. For buildings categorized as “recognized”, appropriate heritage advice must be obtained before any action affecting the heritage character is taken. The Contractor agrees to comply with all requirements imposed from time to time by FHBRO with respect to such properties.

2.4.3.12 Archaeological Discoveries

The Contractor agrees that, if at any time during the Term, any vestiges of early human occupancy of the land, including without limitation bones, ruins, or artefacts, are discovered in the performance of the Work under this Contract, the Contractor shall immediately suspend all such Work and shall advise the NCC forthwith of the discovery

2.5 Contracting

2.5.1 Limitations on Contracting Authority

2.5.1.1 Authority Linked to Approved Budgets

The Contractor shall not have, and shall not represent to any third party that it has, any authority to commit the NCC to any expenditure or to enter into any contract on behalf of the NCC unless:

- a) Such expenditure or contract is made pursuant to a payment schedule or a capital budget which has been approved by the NCC pursuant to 2.4.1.3 and/or 2.4.2.2;
- b) If required pursuant to 2.5.2, the Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- c) The Contractor has complied with the other Contract requirements set out in this document; or
- d) Such work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Contractor, in damage or further damage to any part or parts of the Subject Matter or to private property adjoining the Subject Matter) in which event the Contractor is hereby authorized to proceed with such work as is reasonably deemed by the Contractor to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenditure may not extend beyond a period of twenty-four hours from the time of the occurrence unless otherwise approved by the NCC.

Notwithstanding the foregoing, the Contractor shall not have, and shall not represent that it has, the authority to pledge the credit of the NCC nor purport to create any security interest in any property of the NCC in favour of a third party.

2.5.1.2 Prohibition

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

2.5.2 Sub-Contracting

The Contractor shall advise the NCC of any part of the Work that it wishes to subcontract prior to contracting for such Work and shall allow the NCC to review the terms of reference for such contract. If the scope of Work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the NCC, the Contractor shall make any modifications that the NCC requires. Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract.

2.5.3 Denial of Agency

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

2.5.4 Federal Land Use & Other Approvals

Pursuant to subsections 12 (1), (3) and (4) of the Act, a change in the use of NCC Lands (or other federal lands), including alterations to the landscape or alterations to the interior of a building or other works the effect of which is to accommodate a change in use of such building or work, may not take place unless the NCC grants its approval to such changes prior to the commencement of the works effecting the change in use. The Contractor hereby covenants and agrees that no work or activity, including the submission of applications for development approvals, in respect of a change in the use of lands or structure owned by the NCC (or by another federal entity) may occur without the Contractor having first obtained Federal Land Use Approval pursuant to subsection 12 (1) of the Act therefore from the NCC. The Contractor acknowledges that nothing in this Contract limits the jurisdiction of the NCC in exercising its function as the land use planner for the National Capital Region as that term is defined in the Act. For greater clarity, the Contractor acknowledges that the NCC in its role as land use planner may deny approval for any proposal submitted in respect of any change in use of lands or buildings comprising part of the Subject Matter, and that the Contractor shall have no recourse nor any entitlement to damages or any other remedies pursuant to this Contract or otherwise in respect of such denial. The Contractor further covenants and agrees to:

- a) prepare and submit to the NCC requests for approval for any proposed change in use of any part or parts of the lands or structures comprising part of the Subject Matter, together with such supporting information, studies or other requirements that are usually and customarily imposed by the NCC in the context of such applications; and
- b) to refrain from and not to permit the commencement of any works to effect a change in land use for any part or parts of the lands or structures comprising part of the Subject Matter without first obtaining approval therefore from the NCC.

2.5.5 Design Approval

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Pursuant to subsection 12 of the Act, prior to commencement of any construction, demolition or alteration project involving a federal entity and/or federal lands or structures located thereon, design approval shall first be obtained from the NCC. The Contractor hereby covenants and agrees that no work or activity, including submitting applications for development approvals, in respect of any such construction, demolition or alteration projects may occur without the Contractor having first obtained design approval therefore from the NCC. The Contractor acknowledges that nothing in this Contract limits the jurisdiction of the NCC in granting or denying design approvals as contemplated herein. For greater clarity, the Contractor acknowledges that the NCC may deny design approval for any proposal submitted in respect of any part of the Subject Matter, and that the Contractor shall have no recourse nor any entitlement to damages or any other remedies hereunder or otherwise in respect of such denial. The Contractor further covenants and agrees to:

- a) prepare and submit to the NCC requests for approval for any proposed construction, demolition or alteration of lands or structures comprising part of the Subject Matter, together with such supporting information, studies or other requirements that are usually and customarily imposed by the NCC in the context of such applications;
- b) refrain from and not permit the commencement of any construction, demolition or alteration works to effect any part or parts of the lands or structures comprising the Subject Matter without first obtaining approval therefore from the NCC; and
- c) include in agreements with proposed users of lands and structures involving a change in use of lands or structures, a term that receipt of NCC approval to the change in land use is a condition precedent to the creation of a binding agreement.

2.6 Treatment of Payments & Receipts

2.6.1 Treatment of Payments

2.6.1.1 Liability for Fixed Fee

The only amount which the NCC shall be obliged to pay to the Contractor or otherwise in respect of the obligations created by this Contract is the Fixed Fee of the Contract stipulated in the proposal submitted by the Successful Proponent and accepted by the NCC subject to any other amounts mutually agreed upon by the parties.

2.6.1.2 Manner of Payment to Contractor

Provided that the Contractor is not in default hereunder, but subject always to the provisions dealing with set-off or withholding of payments and the provision of 2.6.1.3 below, the NCC shall pay to the Contractor the pertinent monthly amounts set out in the payment schedule approved pursuant to 2.4.1.3 on a thirty day net basis for the work performed in the previous month.

2.6.1.3 Deduction Where Services Omitted Owing to Force Majeure or Default

Notwithstanding the provisions of 2.6.1.2, in the event that any of the Contractor's obligations hereunder are not performed because of the occurrence

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of an event of Force Majeure or default, then there shall be a corresponding deduction from the Fixed Fee of the Contract.

2.6.2 Treatment of Receipts

2.6.2.1 Disposition of Revenues

All gross Revenues collected in respect of the Subject Matter of any kind whatsoever are the absolute property of the NCC. No later than 2:00 p.m., local time Ottawa, Ontario on the next Business Day after the receipt of any amounts comprising part of such gross Revenues, the Contractor shall deposit such amounts to the NCC's credit in an account maintained by the NCC (the "Revenue account") at a branch of one of the five largest chartered banks in Canada situated in the National Capital Region. The NCC shall advise the Contractor in writing of the name and location of the bank, and the account number in effect at that time. All interest earned on this account is also the absolute property of the NCC. The term "deposit" means that the funds have been credited to the NCC's Revenue account and have begun to bear interest.

2.6.2.2 Prohibition on Inter-Mingling

Revenues of the kinds identified in 2.6.2.1 above are to be kept separate from all other funds of the Contractor both in the context of physical custody and in the context of reporting and accounting. The Contractor is absolutely precluded from depositing such Revenues to its own account, converting such Revenues to the Contractor's use or in any other way inter-mingling Revenues belonging to the NCC with any other funds.

2.6.3 Obligation to Vacate Liens

The Contractor covenants that it shall not, during the Term, permit any construction lien to be, or to remain registered against the title to any lands included in the Subject Matter by any of its contractors or subcontractors by reason of work, labour, services or material supplied or claimed to have been supplied to the Contractor or to anyone using any part of the Subject Matter through or under the authority of the Contractor. The Contractor shall take all steps necessary to cause any construction lien to be discharged or vacated, as the case may be, at the Contractor's sole expense within thirty (30) days of receiving notice that such lien has been registered, except where such construction lien has arisen in respect of Capital Works that have been performed by third parties pursuant to 2.4.2. Nothing herein shall prevent the Contractor from contesting any liability to a Person for any claim for lien or the validity of any construction lien.

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2.7 Accounting & Reporting Requirements

2.7.1 Maintenance of Office & Records

The Contractor shall keep and maintain at the head or branch office of the Contractor, in the National Capital Region, full and complete information, data and records of its activities and all financial transactions related to the management and operation of the Subject Matter.

2.7.2 Ownership & Access

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

2.7.3 Reporting Format & Content

The Contractor shall deliver all reports described in the mandatory reporting requirements set out in section 6. Such reports shall be provided in the media and format specified, and shall contain all information specified in the mandatory reporting requirements set out in section 6 and elsewhere in the Contract. Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information sufficient to enable the NCC to establish Revenues generated by the Subject Matter, amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor.

2.7.4 Segregation of NCC Transactions & Activities

The information, data, records and reports contemplated herein shall isolate those activities and financial transactions related to the management and operation of the Subject Matter under this Contract from any other activities and financial transactions involving the Contractor.

2.7.5 Default in Maintenance of Records or Production of Reports

In the event that:

- i) The Contractor fails to maintain the information, data and records referred to in 2.7.1 in the manner stipulated;
- ii) The Contractor fails to deliver the reports required by 2.7.3; or
- iii) The Contractor's records are insufficient to permit a determination of Revenues of any type whatsoever generated by the Subject Matter, amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor;

then, in addition to any other rights the NCC may have, the NCC may, at the NCC's option and without notice choose and employ an auditor to examine the books and records of the Contractor and obtain such other information as may be available to the

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NCC in order to enable the auditor to establish revenues generated by the Subject Matter, amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor, and cause statements thereof (the “Caused Statements”) to be prepared and audited.

In this event, the Contractor shall repay to the NCC, forthwith, any excess amount that may have been paid by the NCC on account of operating or capital expenditures and/or any fee or other compensation paid or to be paid to the Contractor based upon such Caused Statements, and shall reimburse the NCC, forthwith, for all costs incurred in relation to the preparation of such Caused Statements.

2.7.6 NCC’s Audit

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

2.7.7 NCC Records

2.7.7.1 Ownership

The NCC retains ownership of all NCC Records during the Term. For the purpose of clauses 2.7.7.1 to 2.7.7.7 and clauses 2.7.8.1 to 2.7.8.7, the term “Records” will have the same meaning as is ascribed to the term “Record” in section 1 of the Access to Information Act, R.S.C. 1985, c. A-1, as amended.

2.7.7.2 Control

Notwithstanding that the Contractor may be permitted to use and keep current the NCC Records relating to the Subject Matter, the NCC shall at all times have control over such files without regard to their location. The Contractor agrees that the NCC shall have unrestricted access to the NCC Records during the Term and thereafter and shall co-operate fully with the NCC in respect of the performance of any obligation imposed in respect of the NCC Records by the Access to Information Act (Canada), the Privacy Act, (Canada), or any other element of Applicable Law.

2.7.7.3 Custody

During the Term, the Contractor shall have custody of those NCC Records routinely located in premises situated on land within the Subject Matter. During the Term, the NCC shall have custody of those NCC Records that are situated at 40 Elgin Street, Ottawa, Ontario, or at any other facility under the direct control of the NCC.

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2.7.7.4 Access by Contractor

During the Term, subject to the Access To Information Act, and the Privacy Act, and provided that it is necessary to the performance of the Contractor's obligations under this Contract, the NCC shall permit the Contractor to have access to and make copies of the NCC Records in the custody of the NCC.

2.7.7.5 Maintenance of NCC Records

The Contractor agrees, in respect of NCC Records in its custody, that throughout the Term it shall, at its sole cost and expense:

- a) take such measures as a prudent owner would to protect such NCC Records from damage, destruction, loss or theft, including but not limited to, making regular back-up copies of NCC Records kept in an electronic format;
- b) ensure that employees who have access to said documents have the required profile and security clearance;
- c) segregate its own files from the NCC Records in the Contractor's custody; and
- d) regularly update such NCC Records to ensure their accuracy and usefulness.

2.7.7.6 Confidentiality

The Contractor agrees to ensure the confidentiality of the NCC Records and information contained therein which are in the Contractor's custody. The Contractor hereby agrees to indemnify and save the NCC harmless from any claim or loss of any kind whatsoever arising out of any breach of the obligation set out in 2.7.7.5.

2.7.7.7 Return of NCC Records on Termination

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

2.7.8 Access to Information Act & Privacy Act Matters

For further particularity but without restricting the generality of the obligations contained in clauses 2.7.7.2 and 2.7.7.4 above, the Contractor acknowledges and agrees that it shall comply with the following provisions regarding NCC Records.

2.7.8.1 Restricted Use of Personal Information

The Contractor shall use any personal information provided by the NCC or otherwise coming into the possession of the Contractor only for the purpose of execution of its obligations under this Contract and shall only disclose such information to its employees or agents, with the proper security clearance, on a need to know basis. In this clause and in clauses 2.7.8.2 to 2.7.8.7, "personal information" has the same meaning as that ascribed to it in the *Privacy Act*.

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2.7.8.2 Security of Records

The Contractor shall keep in locked cabinets all documents, diskettes, compact disks, memory sticks, video display disks or any other medium of any kind containing personal information.

2.7.8.3 Disposal at End of Term

At the end of the Term, all documents and NCC Records containing personal information, including all back-up copies of NCC Records kept in an electronic format and all databases, shall be returned to the NCC for conservation and/or disposal.

2.7.8.4 Collection of Personal Information

If personal information is collected on behalf of the NCC during the Term, then the Contractor shall collect and wherever possible directly from the individual from whom it relates, only the minimum personal information that is required and inform the individuals from whom such information is being solicited of the uses of this information. The Contractor shall not make any other use of this information and shall also prohibit any other use of this personal information. The Contractor shall not collect social insurance numbers.

Personal information collected for the purpose of this Contract (which meets the criteria listed in section 10 of the *Privacy Act*) will be included in the personal information bank # NCC PPU 080. This personal information will only be used for the purposes specified in the Info Source publication entitled “*Info Source: Sources of Federal Government Information*” or for a use consistent with these purposes. Info Source publications are available free of charge on the Internet at: www.infosource.gc.ca.

2.7.8.5 Access to Information

The Contractor shall provide access to personal information upon request from the NCC to ensure that the person to whom the information relates to can fulfill her/his rights of access and correction.

2.7.8.6 Retention of Records

Personal information collected on behalf of the NCC, which has been used for an administrative purpose shall be retained by the Contractor for the Term or earlier termination of this Contract unless the NCC consents in writing to its earlier disposal.

2.7.8.7 Audit Rights

The NCC and the Privacy Commissioner have the right to audit compliance with the provisions of this Contract relating to collection, control, use, retention and communication of records and personal information.

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2.8 Collection by Contractor

2.8.1 Limitation of Contractor’s Responsibility

The Contractor shall not be liable to the NCC for any arrears or accounts receivable in respect of the Subject Matter that were in existence as at the commencement date of the Term, except if the Contractor was the contractor for the previous Contract.

2.9 Conflict of Interest

The Contractor agrees to co-operate fully with the NCC in monitoring compliance with the conflict of interest and post-employment code rules promulgated from time to time by the Treasury Board of the Queen's Privy Council and/or the NCC for matters arising during the Term of this Contract.

2.9.1 Prohibited Transactions

2.9.1.1 Contract With NCC Employees

The Contractor agrees that it shall be absolutely prohibited from employing, contracting with, in respect of any part or parts of the Subject Matter, or in any other way entering into a commercial arrangement with any individual that is an employee, officer, or commissioner of the NCC or any of its advisory committees.

2.9.1.2 Contracting With Related Corporations

The prohibition set out in 2.9.1.1 extends to any contract or commercial arrangement with a corporation or other business organization in which an NCC employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or in any other way related, as defined in the Canada Business Corporation Act.

2.9.1.3 Exception

The prohibition in 2.9.1.2 does not apply to contracts with corporations the shares of which are publicly traded, provided that the only relationship that exists between the NCC employee and such corporation is that of shareholder.

2.10 Indemnities

2.10.1 Unconditional Obligation to Perform

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

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2.10.2 Liability for Payments

The Contractor shall duly perform and observe each and every covenant, proviso or condition in this Contract on the part of the Contractor to be performed and observed, including any and all payments agreed to be paid or payable under the Contract, on the days and at the times and in the manner herein specified. If any default shall be made by the Contractor, in payment of any sums from time to time falling due hereunder as and when the same become due and payable, or in the performance or observance of any of the covenants, provisos or conditions which under the terms of the Contract are to be performed, observed or kept by the Contractor, then the Contractor shall forthwith pay to the NCC on demand such sums in respect of which such default shall have occurred and all damages that may arise in consequence of the non-observance or non-performance of any of the said covenants, provisos, or conditions.

2.10.3 Forbearance Not to Constitute Estoppel

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

2.10.4 Indemnity Survives Disclaimer or Other Determination

(This section is only applicable if the NCC requests an indemnifier)

In the event of a determination of this Contract other than by a mutual release in writing between the NCC and the Contractor, or in the event of the determination of this Contract by reason of bankruptcy or by reason of any statutory provision similar thereto, or in the event of a disclaimer of the Contract pursuant to any statute, then the Indemnifiers, at the option of the NCC, shall forthwith execute a new Contract between the NCC as owner and the Indemnifiers as Contractor in respect of the liabilities and obligations that remain unperformed at the date of such termination or such disclaimer. Such Contract shall contain the same owner and Contractor obligations respectively and the like covenants, provisos, agreements and conditions in all respects (including the rights of termination) as are contained in the Contract.

2.10.5 Primary Liability

(This section is only applicable if the NCC requests an indemnifier)

The Indemnifiers are primarily liable, jointly and severally, with the Contractor and not as mere sureties or guarantors. The Indemnifiers shall not be released nor will their liability hereunder be limited or lessened by the NCC granting time, taking or giving securities, accepting proposals, or by time being given to the Contractor, or by any amendment of this Contract, or by any compromise, arrangement, composition or plan of reorganization affecting the Contractor or the Indemnifiers, or by release of any party liable directly as surety or otherwise, or by waiver to declare a default under this

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Contract, or by any dealings whatsoever between the NCC and the Contractor, or by or with any other parties or Persons whomsoever, or by any other act, omission or proceedings in relation to this Contract whereby the Indemnifiers might otherwise be released or exonerated or the liabilities and obligations of the Indemnifiers hereunder effected. The Indemnifiers hereby expressly waive notice of the granting of time, the taking of giving of securities, and any other matter whatsoever referred to in this Contract. No waiver by the NCC of any rights under this Contract shall be effective unless in writing and no such waiver shall be taken in any manner whatsoever to affect those rights or any other rights, except as expressly so provided in such waiver, and only for such time periods as are provided in such waiver. Nothing except for the performance of all obligations of the Contractor and the Indemnifiers under or contained in this Contract will discharge the Indemnifiers.

2.10.6 No Obligation to Exhaust Other Remedies

(This section is only applicable if the NCC requests an indemnifier)

The NCC shall not be bound to have recourse to or exhaust its recourse against the Contractor, or in respect of the Letter of Credit, letter of guarantee, performance bond or otherwise before enforcing the NCC's rights against the Indemnifiers under clauses 2.10.4 and 2.10.5. If there be more than one Indemnifier, the obligations of the Indemnifier under clauses 2.10.4 and 2.10.5 shall be joint and several.

2.10.7 Insurance

2.10.7.1 Minimum Coverage

The Contractor shall purchase, provide and maintain in force throughout the Term insurance in the following amounts and containing at least the following endorsements:

a) Liability Insurance:

Minimum Amounts of Coverage Required:

\$5,000,000 per occurrence
\$10,000,000 minimum annual cumulative limit

b) Endorsements:

- Premises and operations
- Broad form products and completed operations liability
- Broad form property damage
- Personal injury
- Blanket contractual liability
- Occurrence coverage
- Non-owned automobile, including contractual
- Contingent employers liability
- Employees as additional insured's
- Cross liability
- Severability of interests
- Employers Liability

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The insurance policy must cover all activities and/or services that are to be performed by the Contractor to respect its obligations under this Contract, including, but not limited to, specialized services such as pruning and trimming of trees and shrubs.

The policy must also include a deductible portion not to exceed \$5,000 and the policy must satisfy the NCC in all respect.

2.10.7.2 Assignment of Insurance

The Contractor shall have the right to assign its interest in all such insurance to any secured lender. Without limiting the foregoing, any such assignment shall be subject to the requirements of this Contract.

2.10.7.3 Premiums

The Contractor shall duly and punctually pay all premiums and other sums of money payable for maintaining the insurance required hereunder.

2.10.7.4 Non-Cancellation

Each of the policies for such insurance required herein shall contain a condition to the effect that the insurer shall not cancel such policy or materially alter the coverage afforded by such policy except after sixty (60) Business Days prior written notice to the NCC. The Contractor covenants not to do anything, omit to do anything, or permit anything to be done, or omitted to be done, which shall invalidate, adversely affect or limit any insurance policy referred to herein.

2.10.7.5 Evidence of Insurance

The Contractor shall, concurrently with the execution of the Contract and each subsequent March 15 during the Term and at other times upon the request of the NCC, provide certified copies of the policies of insurance and certificates of insurance required under this Contract as well as satisfactory evidence that such policies are in full force and effect (see 6.1.3).

2.10.7.6 Acknowledgement of Release by Contractor of Claims & Indemnity

The Contractor hereby releases the NCC, its servants, agents, and those for whom the NCC is in law responsible, from all liabilities, claims, actions, damages, loss and expenses arising out of the Contractor's negligence. The parties acknowledge that the Contractor has agreed that the NCC shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property at any time in, on or related to the Subject Matter, arising out of the Contractor's negligence.

2.10.7.7 Additional Insured's

All insurance policies to be maintained by the Contractor hereunder shall include the NCC as an additional insured and shall contain a waiver of subrogation in favour of the NCC.

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2.10.7.8 Indemnity

The parties acknowledge that both during and after the Term, the Contractor agrees to indemnify and save harmless the NCC, its successors and assigns, and all of its heirs and their servants, agents, employees and persons for whom they are responsible at law, in respect of any and all claims actions, causes of action, suits, debts, costs (including all legal fees and disbursements on a solicitor and his/her own clients basis), expenses, losses, claims or demands whatsoever, at law or in equity arising out of the Contractor's negligence and related to the Subject Matter. The Contractor further acknowledges that every indemnity, exclusion of liability, and waiver of subrogation contained for the benefit of the NCC herein or in any insurance policy required to be maintained by the Contractor hereunder, or otherwise maintained by the Contractor, shall extend to and benefit all of the NCC's servants, agents, employees and other persons for whom the NCC is in law responsible.

2.10.8 Co-Insurance

If any policies of insurance contemplated in this Contract shall contain any co-insurance clause, the Contractor shall maintain at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the Contractor and/or the NCC from becoming a co-insurer under the Terms of such policy or policies and to permit full recovery up to the amount insured in the event of loss.

2.10.9 Coverage Not Available

Notwithstanding anything contained in 2.10, in the event that any specific obligation contained in 2.10 shall become obsolete or that insurance to meet such obligation is not available, then the Contractor shall obtain insurance providing for similar coverage which shall be satisfactory to the NCC acting reasonably. In the event the Contractor is unable or unwilling to provide such other similar coverage, then the NCC may obtain such other coverage and recover the cost thereof from the Contractor. If no such similar coverage is available, then a mutually agreeable replacement for such coverage shall be effected by the Contractor. Until the replacement policy is put into effect, the NCC may, at its risk and expense, place such coverage as it deems advisable and in the event, failing agreement, it is later determined by a court or other tribunal having jurisdiction that such coverage is reasonable, the Contractor shall reimburse the NCC the cost of such coverage.

2.10.10 Exclusion of Limitations on Contractor's Liability

The Contractor's liabilities and obligations shall not be restricted to any sums mentioned as minimums in any of the insurance clauses contained herein nor by any approval of the NCC pursuant to 2.10.9.

2.10.11 Limits of Insurance

2.10.11.1 Periodic Review

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The required limits of insurance shall be reviewed at the request of the NCC and shall be increased at the NCC's request which request shall reflect current experience and appropriate indexing as deemed reasonable by a prudent owner.

2.11 Performance Security

2.11.1 Posting of Performance Security

Concurrently with the execution of the Contract, the Contractor shall provide the NCC with an unconditional irrevocable letter of credit, letter of guarantee, or performance bond issued by one of the five largest Canadian chartered banks or issued by an acceptable insurance company (see appendix 7-B) in form approved by the NCC, and in the amount of \$250,000.

The said letter of credit, letter of guarantee or performance bond shall be maintained in full effect throughout the Term of the Contract.

The letter of credit must stipulate that it may be drawn upon by the NCC upon filing a certificate executed by a senior officer of the NCC stating that:

- a) The Contractor is in default of performance of any of its obligations hereunder; or
- b) The Contractor has not replaced or renewed the letter of credit not less than ten (10) days prior to its expiry.

If the letter of credit is drawn upon hereunder the proceeds shall be placed in an interest bearing account with interest accrued to the credit of the NCC and the NCC shall be entitled to draw upon the proceeds as contemplated herein.

2.11.2 Cancellation of Letter of Credit

On the expiry or earlier termination of the Contract (unless termination results from a default on the Contractor's part), the letter of credit shall be eligible for cancellation or refund of the unused proceeds and any accrued interest in the event the letter of credit shall have been drawn upon pursuant to 2.11.1.

2.12 Prohibition on Assignment

2.12.1 Outright Assignment Prohibited

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

2.12.2 Exceptions

Notwithstanding the provisions of clause 2.12.1, the Contractor may assign its interest in the amounts to be paid by the NCC to the Contractor hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give

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such assignment as security is subject to the Contractor being in good standing hereunder at the time of such assignment as security.

2.13 Termination

2.13.1 Termination

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

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

2.13.2 Deliveries on Termination

On termination:

- a) The Contractor shall within fifteen days thereof deliver a final accounting to the NCC;
- b) The Contractor shall immediately surrender to the NCC all NCC Records and keys;
- c) The Contractor shall immediately return to the NCC all portable and operational assets, Equipment/Furniture and Miscellaneous Assets owned by the NCC together with an inventory of same in accordance with clause 3.2.3 including any additions or replacements to such inventory;
- d) The Contractor shall immediately return in good working order to the NCC all fixed assets owned by the NCC including any additions or replacements to such inventory;
- e) The Contractor shall also give to the NCC without delay and cost, the complete Reservation list (with all revenue associated therewith) made for the future year.

2.13.3 Rights on Termination

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

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2.14 Default Provisions

2.14.1 Default

If the Contractor:

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

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

- b) Suffers an Event of Insolvency;
- c) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or
- d) Delays in the performance of one of a series of periodic services that result in a loss for the NCC of all or substantially all of the value attributable to such performance. (Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the NCC. For example, if grass is to be mowed when it reaches a particular height, which effectively requires this service to be performed on a weekly basis, and performance is delayed for one week, the resumption of performance has the effect of extinguishing the value that would otherwise have been attributed to the performance thus delayed.);

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

- i) To remedy or attempt to remedy any default of the Contractor under the Contract for the account of the Contractor. The NCC shall not be liable to the Contractor for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such default and the Contractor shall pay to the NCC all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, together with all of the NCC's reasonable administrative expenses;
 - ii) To recover from the Contractor all damages and expenses incurred by the NCC as a result of any breach by the Contractor;
 - iii) To terminate the Contract without further notice to the Contractor;
 - iv) To withhold, in whole or in part, any payments otherwise due to the Contractor hereunder until such default has been remedied;
 - v) To set-off from the Fixed Fee of the Contract an amount equal to the value of any obligations not performed or periodic obligations delayed by the Contractor;
 - vi) As applicable, impose the monetary sanctions detailed below.
- Notwithstanding the requirement for notice set out in clause 2.14.1 and in addition to the remedies set out in that clause, the Contractor agrees that the events of default

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listed in Appendix 2-B will result in the automatic monetary penalties (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:

- a) first occurrence of the default of one or more item listed in Appendix 2-B: penalty of \$500.00;
- b) irrespective of the item, the second occurrence of the default: penalty of \$1,000.00;
- c) irrespective of the item, the third occurrence of the default: penalty of \$1,500.00; and
- d) each additional occurrence of default (following the third): preceding penalty plus \$1,000 (for example, for a fourth case = \$2,500 (\$1,500 + \$1,000), fifth case = \$3,500 (\$2,500 + \$1,000), and so forth).

2.14.2 Appointment of an Administrator

Notwithstanding anything herein contained, it is declared and agreed that, at any time and from time to time, when there shall be default under the provisions of the Contract and the NCC has exercised any of its rights hereunder, the NCC may also appoint by writing a receiver (which shall include a receiver and manager) of the Contract and the NCC shall be deemed to be acting as the agent or attorney for the Contractor. Upon the appointment of any such receiver or receivers from time to time, the following provisions shall apply:

- i) Every such receiver shall be the irrevocable agent or attorney of the Contractor for the collection of all Revenues being generated in respect of any use of the Subject Matter or any parts thereof;
- ii) Every such receiver may, at the discretion of the NCC and evidenced in writing, be vested with all or any of the powers and discretion of the NCC;
- iii) The NCC may from time to time by notice in writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the Revenues derived from the Subject Matter;
- iv) Every such receiver shall, so far as concerns the responsibility for acts or omissions, be deemed the agent or attorney of the Contractor and not the agent of the NCC unless specifically appointed by the NCC as agent of the NCC;
- v) Every such receiver shall have full power to manage, operate, amend, maintain, protect, preserve and repair the Subject Matter or any parts thereof in the name of the Contractor for the purpose of securing the payment of Revenues from the Subject Matter or any parts thereof provided that the receiver shall do so as a prudent receiver would do;
- vi) No such receiver shall be liable to the Contractor to account for monies or damages other than cash received by him in respect of the Subject Matter or any parts thereof and out of such cash so received, every such receiver shall in the following order pay:
 1. His commission or remuneration as receiver;
 2. All expenses made or incurred by such receiver in connection with the management, operation, amendment, protection, preservation of, repair or Maintenance services of the Subject Matter or any parts thereof;
 3. All taxes, insurance premiums and every other proper expenditure made or incurred by him in respect to the Subject Matter or any parts thereof;
 4. All Revenues and any other amounts due to the NCC under the Contract;
 5. All payments required to be made to keep in good standing the supply of Utilities and services;

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6. Any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accounted for the Contractor;
7. The NCC may, at any time and from time to time, terminate any such receivership by notice in writing to the Contractor and to any such receiver;
8. The Contractor hereby releases and discharges the NCC and every such receiver from every claim of every nature, whether in damages or not, which may arise or be caused to the Contractor or any Person claiming through or under it by reason or as a result of anything done by the NCC or any successor or assign or anyone for whom the NCC is responsible or by any such receiver under the provisions of this section unless such claim be the direct and proximate result of the dishonesty or gross negligence of the NCC, the receiver or their respective heirs, successors or assigns.

2.14.3 Remedies Generally

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

2.14.4 Extended Meanings

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

2.15 General Provisions

2.15.1 Notice

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

- a) if to the NCC:

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National Capital Commission, 40 Elgin Street, Ottawa, Ontario K1P 1C7
Attention: Director, Urban Lands and Transportation

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

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

2.15.2 Time of the Essence

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

2.15.3 Joint & Several Liability

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

2.15.4 Taxes & Fees

The NCC shall receive all benefit from input tax credits or rebates attributable to goods and services tax, Quebec sales tax and Ontario sales tax if applicable.

2.15.5 Inflation

The NCC shall not allow for any revisions nor modifications to any of the Contractor's fees for reasons of inflationary cost increases, except as provided in 2.16.

2.15.6 Force Majeure

- a) Subject to the provisions of 2.15.6 (b) where the performance of an obligation of the Contractor is subject to Force Majeure as defined in 2.1.1, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or work cannot be performed during the period of the existence of the Force Majeure (see 2.1.1 for definition of Force Majeure).
- b) In certain circumstances, the delay of the performance of an obligation due to an event of Force Majeure may result in a loss to the NCC of all or substantially all of the value attributable to such performance. Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the NCC. For example, if grass is to be mowed when it reaches a particular height, which effectively requires this service to be performed on a weekly basis, and an event of

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Force Majeure delays performance for one week, the resumption of performance has the effect of extinguishing the value that would otherwise have been attributed to the performance thus delayed and results in the quality standards not having been respected and the site appearance having been negatively affected. In such circumstances, the NCC shall have the right to deliver notice in writing to the Contractor relieving it of the obligation to perform the affected service or services, and the NCC shall also have the right to set-off from the Fixed Fee of the Contract an amount equal to the value of any such obligations of the Contractor.

2.15.7 Paramouncy of Federal Authority

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

2.15.8 Denial of Partnership

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

2.15.9 Successors

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

2.15.10 Representation & Warranty Regarding Authority

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

2.15.11 Access to Information

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

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2.15.12 No Offer

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

2.15.13 Disputes

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

2.15.14 Ownership of Intellectual Property

In this section,

- “Material” means anything that is prepared, developed or conceived by the Contractor as part of the Work under this Contract and that is protected by copyright, and includes, but is not limited to, Web pages, databases, lists and client lists created or updated by the Contractor pursuant to as of a result of this Contract and content and illustrations produced by the Contractor to market or promote any part or parts of the Subject Matter or any event, product or service relating to the Subject Matter;
- “Moral Rights” has the same meaning as in the Copyright Act, R.S.C. 1985, c.C-42.

At the expiration or on the earlier termination of the Contract, or at such other time as the Contract or the NCC may require, the Contractor shall fully and promptly disclose to the NCC all Material prepared, developed or conceived under the Contract.

The Contractor hereby acknowledges and agrees that the copyright in any Material vests in the NCC under the Contract and hereby assigns each and every right, title and interest

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it has in the ownership of the Material to the NCC. The Contractor agrees to execute such conveyances and other documents relating to title or copyright as the NCC may require and to provide any codes, keys, passwords, etc. required enabling the NCC to use the Material.

The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.

If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's moral rights in respect of the Material.

2.15.15 Security Requirements

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

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

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

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

Additional information

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

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

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

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

Company Security Representative

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

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

- They must be employees of the Contractor;
- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

2.15.15.1 Maintenance of Security Measures

The Contractor shall implement and maintain throughout the Term, security measures, as a prudent owner would implement and maintain with respect to its own assets to safeguard NCC assets and information as may be under the Contractor's control from damage, destruction, loss, theft, or unauthorized use.

2.15.15.2 Occurrence Reports

In the event that any breach or suspected breach of security occurs, then the Contractor shall, in accordance with 6.1.10:

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- a) In emergency situations such as fire, accident, criminal activity, or serious injury or illness, advise the appropriate authorities of such event such as fire department or the police; and
- b) Forthwith after advising the appropriate authorities, provide a detailed written report of the occurrence to the NCC Conservation Officers and the CMO (see 6.1.10).

2.15.15.3 Preparation of Threat & Risk Assessment

The Contractor shall cooperate fully with the NCC in performing threat and risk assessments as required by Treasury Board in respect of the Subject Matter. The Contractor shall implement such recommendations as may be developed as a result of such threat and risk assessments.

2.15.16 Tax Status of the National Capital Commission and Income Tax Requirements

2.15.16.1 Sales Taxes

The NCC is a federal crown corporation subject to Federal Goods and Services Tax (GST), Quebec Sales Tax (QST) and/or Ontario Harmonized Sales Tax (HST). These taxes are to be included in all prices quoted by the Contractor. Furthermore, each invoice sent to the NCC must provide and must show the price before taxes. The HST or the GST and QST must be added to each invoice or claim for payment and those taxes are to be shown separately on the invoices. Concurrently, with the execution and delivery of the Contract, the Contractor shall provide the NCC with the Contractor's registration numbers.

2.15.16.2 Income Tax Requirements

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, the NCC must report on a T1204 supplementary slip payments made under services contracts (including contracts involving a mix of goods and services). The Contractor must provide the NCC with his/her tax account identifiers and supply all other information as requested by the NCC.

2.15.17 Inspection Rights

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

2.15.18 Further Assurances

The parties covenant to execute and provide such further assurances as may reasonably be required to give effect to any provision of the Contract.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.15.19 Conflict Between Provisions

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

2.15.20 Laws, Regulations, By-Laws

All Work pursuant to this Contract shall be performed in accordance with all existing and future federal, provincial and municipal laws, regulations and by-laws. The Contractor shall be responsible for any charges imposed by such laws, regulations and by-laws, and shall be unable to recover any amounts therefore from the NCC.

Without limiting the generality of the foregoing, the Contractor shall be registered and comply with all regulations related to Work Place Safety and Insurance Board of Ontario.

The NCC reserves the right to terminate this Contract if the Contractor does not have all the necessary permits and licenses for the execution of the Work.

The Contractor shall also ensure that all Work accomplished to meet the requirements of this Contract is in accordance with the latest of the applicable codes and standards (especially Canadian Standards Association) and that any specialized work, such as electricity and plumbing be done by licensed workers.

2.15.21 International Sanction

- a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the National Capital Commission (NCC) cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

- b) The Contractor must not supply to the NCC any goods or services which are subject to economic sanctions.
- c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the NCC if he/she is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the NCC in accordance with sections 2.3.1, 2.13.1 and 2.13.3.

2.15.22 No Bribes

The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any official or employee of the NCC for, or with a view to the obtaining of the Contract by the Contractor.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.15.23 Applicable Trade Contracts

This procurement is subject to chapter five of the Agreement on Internal Trade (AIT) and is considered excluded coverage, which is not subject to the North American Free Trade Agreement (NAFTA).

2.15.24 Occupational Health and Safety

In this contract, “OSH” refers to occupational health and safety.

2.15.24.1 General Information

2.15.24.1.1 With respect to the work to be performed under the terms of the Contract, the Contractor agrees and accepts to perform work equivalent or superior to the standards and best practices prevailing in the industry on the current date and/or to enforce observance of the said standards and best practices.

The Contractor acknowledges that neither the Contractor nor its employees are employees of the NCC or the Crown. Consequently, the Contractor is liable for all health and safety issues concerning its employees.

The Contractor acknowledges that it is responsible for the health and safety of persons on the site insofar as they are affected by the performance of the work, for the safety of property on the site and for the protection of persons adjacent to the site.

2.15.24.1.2 Without limiting the generality of the preceding sections, the Contractor acknowledges, agrees and accepts that it shall comply with the following provisions and that it is obliged to enforce compliance with the said provisions:

- (a) The provisions of the *Occupational Health and Safety Act* of Ontario and all related regulations, policies or guidelines issued under the said Act for work performed in Ontario;
- (b) The *Act Respecting Occupational Health and Safety* of Quebec and all related regulations, policies or guidelines issued under the said Act for work performed in Quebec;
- (c) The applicable provisions of the *Canada Labour Code*, Part II;
- (d) The laws regarding work standards in the province or provinces where all of the work is performed;
- (e) Management and disposal of contaminated soils as per all related regulations, policies or guidelines issued under the said Act;
- (f) All policies or guidelines issued by the NCC relating to the Contract.

2.15.24.1.3 By entering into a contract with the NCC, the Contractor represents and warrants that it has reviewed and is aware of the obligations imposed by the legislative measures contained in subsection 2.15.24.1.2 above.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.15.24.1.4 To enable the Contractor to establish its health and safety plan, the NCC is including in Appendix 2-C a list of known and/or foreseeable health and safety risks relating and inherent to the typical work/sites involved in this Contract. The Contractor shall be responsible for completing this list and notifying the NCC if it discovers other risks.

2.15.24.1.5 After being informed that its bid has been retained and prior to and as a condition of Contract award, the Contractor shall, at its own expense, submit to the NCC its health and safety plan, including:

- (a) His/her health and safety plan for the work required under this Contract. This plan must include, but shall not be limited to:
- A list of known and/or foreseeable health and safety risks to which persons participating in the work may be exposed because of the nature, location or method of performing the work;
 - For each identified risk, the control measures the Contractor intends to take (including work organization, job hazard analysis, safe work method and work supervision);
 - The list of regulatory safety materials, equipment, devices and clothing required because of the nature, location or method of performing the work;
 - Instructions indicating when and how the above-mentioned regulatory safety materials, equipment, devices and clothing must be used;
 - Procedures for work involving contaminated soils;
 - The Contractor's related training and communication plan;
 - His/her site inspection and equipment and vehicle preventive maintenance program;
 - His/her accident notification and investigation protocol.

NCC approval of the Contractor's OHS plan does not modify the Contract provisions relating to establishing responsibility for performance or non-performance of the OHS obligations. Notwithstanding the said approval, the Contractor must meet its obligations.

- (b) The inventory of dangerous products and material safety data sheets for all products he/she intends to use;
- (c) A clearance certificate from the Workplace Safety and Insurance Board (WSIB) and/or a confirmation of registration from the Commission de la Santé et de la Sécurité du Travail confirming that the Contractor is registered and that its file is in good standing.

2.15.24.1. Without restricting the scope of subsection 2.15.24.1.4 prior to commencing work, the Contractor must, at its own expense:

- (a) Take all necessary precautions to bring health and safety risks to the attention of persons participating in the performance of the work and other persons admitted to the site or place of work;

SECTION 2 – TYPICAL TERMS AND CONDITIONS

- (b) Supply the regulatory safety materials, equipment, devices and clothing to persons participating in the performance of the work and other persons admitted to the site or place of work;
- (c) Ensure that persons participating in the performance of the work and other persons admitted to the site or place of work are familiar with the use of the regulatory safety materials, equipment, devices and clothing;
- (d) Ensure that persons participating in the performance of the work are trained and competent in their field in order to control health and safety risks;
- (e) Ensure that persons participating in the performance of the work and other persons admitted to the site or place of work are familiar with the relevant occupational health and safety policies and procedures of the NCC or other authorities.

2.15.24.1.7 It is understood that the Contractor shall not start work before satisfying the requirements of subsections 2.15.24.1.5 and 2.15.24.1.6.

During the Term of the Contract, the Contractor must provide the NCC with up-to-date clearance certificates from the Workplace Safety and Insurance Board and/or certificate of compliance from the Commission de la Santé et de la Sécurité du Travail confirming that it is registered and that its file is in good standing. Such certificates shall be delivered every sixty (60) days in the case of Ontario and twice annually in the case of Quebec. If the Contractor does not provide up-to-date certificates the NCC may immediately terminate the Contract without notice and without contractual liability toward the Contractor.

2.15.24.1.8 For the purposes of subsections 2.15.24.1.4, 2.15.24.1.5 and 2.15.24.1.6, “regulatory” means determined in conformity with *Canada Labour Code* regulations.

2.15.25 Standing Offer Agreement (SOA)

The Contractor must provide Hourly cost/Unit Price for Maintenance Services as indicated in Appendix 2-A of this Section. These Hourly cost/Unit Price must be representative of the calculations used in establishing the financial component of the proposal where applicable. In the absence of provisions specifically dealing with a particular site or activity, these costs will be used as a basis to calculate any increase or savings resulting from either additions, adjustments or deletions from this Contract. In addition, the NCC intends to award a Standing Offer Agreement (SOA) to the Successful Proponent for the provision of additional maintenance services not included in the Contract. The SOA shall be based on the rates provided in the Hourly Cost/Unit Price for Maintenance Services form (see Appendix 2-A of this Section). The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to the SOA and subsequent call-up purchase orders.

Note

- Appendix 2-A of this Section must be submitted in the Fee Proposal envelope described in Section 6.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.16 Yearly Adjustment to Fixed Fee of Contract

The NCC shall use the Consumer Price Index (CPI) to adjust on a yearly basis the Fixed Fee of the Contract. The Fixed Fee for the first Year of the Contract shall be the amount as provided by the Contractor and indicated in appendix 7-A (1) and (3). For subsequent Years of the Contract, the Fixed Fee shall be established as follows:

2.16.1 Year Two of Contract (April 1, 2015 to March 31, 2016)

The annual Fixed Fee (excluding taxes) for the second Year shall be based on the annual Fixed Fee (excluding taxes) during the first Year (April 1, 2014 to March 31, 2015) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2013 and December 2014, plus applicable taxes.

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for December 2009 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for December 2008 was 131.6.

% difference = $((133.9/131.6) \times 100) - 100 = 1.7\%$ increase
(decrease if % difference is negative)

2.16.2 Year Three of Contract (April 1, 2016 to March 31, 2017)

The annual Fixed Fee (excluding taxes) for the third Year shall be based on the annual Fixed Fee (excluding taxes) established for the second Year (April 1, 2015 to March 31, 2016) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2014 and December 2015, plus applicable taxes.

2.16.3 Year Four of Contract (April 1, 2017 to March 31, 2018)

The annual Fixed Fee (excluding taxes) for the fourth Year shall be based on the annual Fixed Fee (excluding taxes) established for the third Year (April 1, 2016 to March 31, 2017) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2015 and December 2016, plus applicable taxes.

2.16.4 Year Five of Contract (April 1, 2018 to March 31, 2019)

The annual Fixed Fee (excluding taxes) for the fifth Year shall be based on the annual Fixed Fee (excluding taxes) established for the fourth Year (April 1, 2017 to March 31, 2018) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2016 and December 2017, plus applicable taxes.

Note

SECTION 2 – TYPICAL TERMS AND CONDITIONS

The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada’s website at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis02a-eng.htm>, in table “Consumer Price Index by city (monthly) All items for Ottawa-Gatineau”.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

**APPENDIX 2-A
HOURLY COST/UNIT PRICE OF MAINTENANCE SERVICES**

Notes

- To be inserted in the Fee Proposal sealed envelope with the Proponent’s quote;
- Hourly rates are to be used for any alterations to scope of Contract (see 2.3.2) and for the establishment of a Standing Offer Agreement (SOA – see 2.15.25). The NCC reserves the right not to include certain categories in the Standing Offer Agreement and/or not to establish a Standing Offer Agreement with the Contractor if rates provided below are judged by the NCC to be non-competitive or do not reflect current market rates;
- Rates indicated herein remain fixed for a period of one year. These rates will be adjusted yearly using the Consumer Price Index (CPI) adjustment expressed in 2.16;
- The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to SOAs and subsequent call-up purchase orders (see 2.15.25).
- The Contractor shall supply a copy of certification for full-time employees. Proof of subcontractor’s certification shall be supplied upon request from CMO.

Category	Description	Hourly Rate Excluding Taxes
<i>General Labourer</i>	1-person with small truck, <i>tools and equipment</i>	
	2-person crew with truck, <i>tools and equipment</i>	
	3-person crew with truck, <i>tools and equipment</i>	
	1 General labourer without equipment	
	1 Student labourer without equipment (available from mid-May to the end of August)	
<i>Certified Trade Journeyman</i>	Electrician with truck and appropriate tools	
	Carpenter with truck and appropriate tools	
	Plumber with truck and appropriate tools	
	Welder with truck and appropriate tools	
	Mason with truck and appropriate tools	
<i>*Equipment</i>	One 4 x 4 with plow/operator. Blade size _____ linear metres	
	Backhoe/operator. Bucket size _____ m ³	
	Loader/operator. Bucket size _____ m ³ _____ axle	
	Tandem/operator. Vehicle size _____ m ³	
	One 4 x 4 with plow, salt spreader/operator. Linear metres	
	One tractor with 96" snow blower/operator	
	Forklift/operator	
<i>*Turf</i>	One rotary front deck mower (John Deere type or equivalent). Size _____	
	Bush hog rotary blade. Size _____ m	
	Flail mower. Size _____ m	
	Watering (single-axle vehicle with 6,800 to 9,000 litre reservoir)	

*** Specify size of equipment when requested.**

SECTION 2 – TYPICAL TERMS AND CONDITIONS

**APPENDIX 2-A
HOURLY COST/UNIT PRICE OF MAINTENANCE SERVICES
(continued)**

Category	Description	Unit Price Excluding Taxes
<i>Turf</i>	Turf sodding: Removal and disposal of old turf, preparation, fertilizing and topsoil where required Less than 100 m ² 100 m ² to 1,000 m ² More than 1,000 m ²	Per square meter
	Mechanically powered Super Gill seeders including seed: General all-purpose mix: 40% SR5210 Creeping Red Fescue 40% Arctic Perennial Ryegrass 20% Bluechip Kentucky Bluegrass Application rate: 1.2 kg per 100 m ² .	Up to 100 m ² : 100 m ² to 1,000 m ² : Over 1,000 m ² : Price per square meter
	Mechanically powered Super Gill seeders including seed: High Traffic Reinstatement Blend (spring or summer application): 80% Arctic Perennial Ryegrass 20% Bluechip Kentucky Bluegrass Application rate: 4.5 kg per 100 m ²	Up to 100 m ² : 100 m ² to 1,000 m ² : Over 1,000 m ² : Price per square meter
	Mechanically powered slit seeders including seed: 40% Creeping Red Fescue 40% Arctic Perennial rye grass 20% Bluechip Kentucky Bluegrass Application rate: 1.2 kg per 100 m ²	Price per square meter Up to 100 m ² : 100 m ² to 1,000 m ² : Over 1,000 m ² :
<i>Floral Program</i>	Unit price per tulip bulb (purchased, dipped, planted and maintained)	
	Unit price per annual (purchased, planted and maintained)	
<i>Turf Fertilization</i>	Unit price for fertilizing per square metre (20-0-10 30% Umaxx / 30% XCU / 1% Mg / 2% Ca. (or approved equivalent) at 2.5 Kg/100 m ²).	
<i>Aerating</i>	Unit price for mechanical aerating per square metre	
<i>Winter protection</i>	Plant bed (snow fencing with burlap, 1.2 metre height) (per linear metre)	

SECTION 2 – TYPICAL TERMS AND CONDITIONS

**APPENDIX 2-A
HOURLY RATE/UNIT PRICE FOR MAINTENANCE SERVICES
(continued)**

Category	Description	Unit Price Excluding Taxes
<i>Tree Removal/Pruning</i>	3-person crew including one qualified climber with appropriate tools	
	3-person crew with bucket and appropriate tools	
	3-person crew with chipper and appropriate tools	
<i>Stump removal</i>	0-15 cm calliper	
	16-30 cm calliper	
	31-45 cm calliper	
	46-60 cm calliper	
	61-75 cm calliper	
	76-90 cm calliper	
	91-105 cm calliper	
	106-120 cm calliper	
	121 cm calliper and up	

Truck = pick-up

Tools = shovel, rake, etc.

Equipment = small motorized tools (lawn mowers, chainsaws, gas-powered trimming equipment, snow blower, etc.)

Company Name: _____

Signature: _____

Date: _____

SECTION 2 – TYPICAL TERMS AND CONDITIONS

APPENDIX 2-B PENALTIES

1. Defaults relating to public safety

- If delay to answer the dedicated phone line requested in 3.9 is more than 10 minutes.

2. Defaults relating to the protection of the environment

- If corrective measures for spill of a toxic substance in the environment have not been immediately taken or when the NCC has not been informed of the spill within two hours of its occurrence;
- If proof of liability insurance and license for spraying pesticide are not provided to the NCC before March 15th of each Contract Year;
- If using pesticide before obtaining written NCC approval (see 6.1.14).

3. Defaults relating to the reporting requirements

- If a report or document listed below is late or incomplete when submitted to NCC:
 - Insurance Certificate (6.1.3);
 - Annual Fixed Fee Payment Schedule (6.1.1);
 - Year-end Expenditure Report (6.1.2);
 - WSIB certificate (6.1.4);
 - Asset Inventory (6.1.6);
 - Annual Capital Work Assessment Report (6.1.7);
 - Fire Extinguisher Condition Report (6.1.16);
 - Electrical Reports (6.1.20).

SECTION 2 – TYPICAL TERMS AND CONDITIONS

APPENDIX 2-C DESCRIPTION OF THE CONTEXT IN WHICH THE REQUIRED WORK IS PERFORMED

The tasks required under this Contract are performed on a vast urban territory that includes pathways, parkways, roads, parks and natural spaces. It is in this environment that the Contractor's employees must work, sometimes at night, in remote or isolated places and in difficult climatic conditions (namely extreme heat or cold) using specialized equipment. The Contractor shall ensure that its employees possess the aptitudes/experience, protective clothing, tools and equipment to allow them to perform the tasks assigned to them. The Contractor shall provide its employees with appropriate communication equipment. The Contractor shall inform its employees and subcontractors about known or foreseeable risks inherent in the tasks assigned to them, and establish the necessary control measures.

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

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

- Using heavy machinery on rugged terrain (overturning, crushing, launching of projectiles, back injury, etc.);
- Using a bucket truck during pruning work, replacing flags or repairing lighting systems (fall, electrocution, etc.);
- Using dangerous chemical products such as pesticides, herbicides, fungicides, solvents, paint, gas, oil, cleaning products, de-icing agents (eye and skin irritation, respiratory problems or long-term health effects);
- Highway work or traffic control; accessing or moving machinery (collision with a vehicle, cyclist, pedestrian, etc.);
- Working with electrical, mechanical, water systems (electrocution, burns, being crushed, etc.);
- Working with contaminated waste such as animal excrement, syringes and condoms (infection, disease, etc.);
- Working with contaminated soil (health impacts);
- Working in difficult climatic conditions (sunstroke, dehydration, hypothermia, sunburn, chilblains, etc.);
- Working in confined spaces (harmful gas, asphyxia, explosion, etc.);
- Working during snowstorms or other types of storms (skidding, falling, being dragged, being struck by a falling object, etc.);
- Working at night (falls, physical assault, illegal activities such as drug use);
- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.);
- Working with electrical equipment (injuries, cuts, lacerations, hearing loss);
- Walking on rugged terrain (falls, dislocations, fractures, etc.);
- Insect or animal bites (injuries, allergic/immune reactions or to toxins, rabies, West Nile virus, encephalitis, etc.);
- Reaction to plant allergens and toxins (hay fever, poison ivy, mould, Western poison oak, etc.);
- Performing exhausting physical work (back injuries, cardio-vascular ailments, etc.).

SECTION 2 – TYPICAL TERMS AND CONDITIONS

**APPENDIX 2-C
DESCRIPTION OF THE CONTEXT IN WHICH
THE REQUIRED WORK IS PERFORMED
(continued)**

List of Issues by Site

The Contractor must define and describe these risks in its OSH plan, as well as all other risks it observes.

List of Issues by Site for the Eastern Lands Contract

	Aviation Parkway	Diplomatic Precinct	Lady Grey Drive	Laurier House	283 Chapel Street	Rideau Centre Terrace	Rideau Falls & Green Island Park	Rockcliffe Park	Rockcliffe Parkway	Rockcliffe Rockeries	Official Residences
Rugged Terrain (General)	X		X				X	X	X	X	
Hill/Slope			X				X	X	X	X	
Ravine/Escarpment/Cliff			X				X	X	X	X	
Body of Water			X				X	X	X		
Confined Space								X			
Contaminated Area											
Contaminated Waste (droppings, syringes, etc.)	X		X			X		X	X		
Remote Work Area			X								
High Public Use Area	X			X	X	X	X	X	X		X
High Vehicle Use Area	X							X	X		
Electrical System		X	X			X	X	X			
Mechanical System						X	X	X	X	X	
Drainage/Sewer System			X				X				
SNIC		X	X	X	X		X	X			X
Working at Night		X	X	X	X	X	X	X			X
Secret and High Profile Area											X

SECTION 2 – TYPICAL TERMS AND CONDITIONS

APPENDIX 2-D NCC ENVIRONMENTAL GUIDELINES

Revised by the National Capital Commission, March 2012

INTRODUCTION

The National Capital Commission is dedicated to protecting the natural environment in the National Capital Region as well as the health and safety of residents and visitors to the region.

The NCC's Environmental Strategy provides a focused agenda for environmental leadership in Canada's Capital Region. The strategy builds on the corporation's strong tradition of environmental stewardship and reflects its core mission to build a great capital and create national pride and unity among all Canadians. Its goals center around five key areas for action, all of which will be reflected in the following guidelines. These areas for action are reducing waste, enhancing biodiversity, preventing pollution, leading in environmental practices and combating climate change.

One specific objective of the strategy is to ensure that environmentally sensitive practices are integrated into all maintenance contracts. This Guideline document was prepared to provide NCC's contractors and sub-contractors, land access permit holders and agreement partners with a guide to activities and practices which are appropriate in meeting the NCC's environmental commitments. It is a tool for the planning and implementation of activities on NCC property, designed to assist in developing a better understanding and awareness of the potential environmental effects which arise from normal business activities.

Implementation of the practices identified in this Guideline will help to minimize those potential effects and assist in ensuring compliance with applicable environmental regulations.

REGULATORY OVERVIEW

The NCC is committed to carrying out all of its activities in compliance with all applicable federal, provincial, and municipal acts, regulations, policies, codes of practice and bylaws. Legislative and regulatory tracking is required on a continuous basis to ensure that all activities are performed in accordance with these requirements.

It is the responsibility of all NCC's contractors and sub-contractors, land access permit holders and agreement partners to ensure that they comply with all legislation and regulatory requirements in effect while performing any work or service on NCC land. A list of the acts, and their general provisions, which have been identified as having applicability to the NCC and, by extension, to its tenants, employees and contractors, can be found in Appendix I "**Regulatory Overview**" (*found at the end of this appendix*). **This list should not be taken as exhaustive** and legal advice should be obtained in any situation where questions arise related to compliance with legislation or regulatory requirements.

ENVIRONMENTAL PRACTICES

The environmental practices outlined in this section provide specific guidance that must be followed by all individuals or contractors performing activities and daily maintenance on NCC properties. These practices are designed to minimize potential impacts on the environment and meet the NCC's environmental commitments. In most cases, a project will entail a number of different practices; therefore, all guidelines should be reviewed before operations begin and precautions should be made where applicable.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

In accordance with the NCC's Environmental Strategy, the practices have been divided into five areas for actions.

1.0 REDUCING WASTE

1.1 Solid Waste Management

All contractors and tenants are responsible for collecting, removing, and disposing of the solid waste that they generate and the waste generated on properties for which they are responsible. The NCC is committed to responsible waste management practices, and the reduction, reuse, and recycling of materials. The following requirements must be met in handling and disposing of solid waste.

- All properties must be kept clean and clear of waste. Waste and litter must be collected on a regular basis. All waste must be stored in a covered receptacle prior to disposal.
- All solid waste must be disposed of in accordance with all applicable environmental laws. The contractor must be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, all municipal recycling and composting procedures shall be respected.
- In general, burning of waste is prohibited on NCC property. Branches and cuttings may only be burned on NCC property with prior NCC authorization and with appropriate municipal permits for burning.
- Contractors that provide services to the NCC for recycling disposal must report the total weight diverted from landfills.
- Tenants and contractors shall, to the extent practicable follow green demolition and recycling practices.

1.2 Septic Waste Management

- Septic wastes must be disposed of in municipally approved or licensed facilities.

2.0 ENHANCING BIODIVERSITY

2.1 Species at Risk and Protected Habitats

The NCC has identified 28 valued ecosystems and habitat areas within the National Capital Region that have natural environmental features which, for various reasons, are considered important and/or sensitive to disturbance. These areas have been mapped for the purpose of protecting these valuable resources from impacts caused by development proposals or incompatible activities or land uses. In addition, numerous federally and provincially protected species/habitat areas are dispersed throughout NCC lands (Greenbelt, Gatineau Park and Urban Lands). The following requirements must be met to prevent adverse impacts on these areas and features.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

- All activities on NCC lands must have prior approval from the NCC, and contact must be made with the NCC to confirm the presence of species at risk and protected habitats within the vicinity in which work will be undertaken. Any work restrictions or practices which must be taken on the site will be determined jointly with the contractor/tenant and the NCC.
- Consult with NCC staff prior to working within Gatineau Park or the Greenbelt to identify those areas where particular attention is required due to the presence of rare or endangered species or their habitats.
- No work will be permitted in wetlands without prior approval of the NCC following consultation with, and authorization from relevant federal and provincial authorities.

2.2 *Wildlife Management*

Wildlife management refers to all activities which have the potential to impact wildlife (birds, fish, mammals) or change their natural habitat. Many animals live within NCC property and have specific habitat requirements. Sudden changes, such as drainage of wetlands, cutting of trees or increases of sediment in a stream, or specific impacts, such as loud noise associated with construction projects or maintenance activities, can have significant impacts on local wildlife. The following guidelines must be respected when working on NCC property.

- Wildlife on NCC property must not be chased, harassed or hunted.
- All waste and litter must be collected and removed on a daily basis, or stored in secure containers to prevent scavenging by wildlife.
- Trees or vegetation areas with nests or evidence of wildlife use must not be disturbed without the prior approval of NCC staff.
- All motorized vehicles must stay within designated rights-of-way and established trails to avoid disturbance to wildlife habitat.
- Beaver and any other nuisance wildlife can only be removed.

2.3 *Vegetation*

Special attention needs to be given to activities that can potentially change or impact natural vegetation. Operations involving vehicles and/or heavy machinery pose particular risks. The following guidelines must be respected when working on NCC property.

- Any activity requiring the removal of vegetation must have the prior approval of the NCC.
- As a general rule, a minimum 30-metre vegetation buffer should be left intact adjacent to any watercourse or water body. Buffers must meet or exceed applicable best management practices.
- Consult with NCC staff prior to working on NCC lands to identify areas where particular attention is required due to the presence of rare or endangered plant species.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

- Construction equipment should be cleaned before it comes on to NCC property, and before moving it from one area to another to prevent the spread of undesirable plant species, noxious weeds and soil pests.
- Following construction or other disturbance of land cover, seeding and fertilizing with appropriate mixtures must occur as soon as possible to help prevent erosion.
- No fertilizer is to be applied within 3 m of a watercourse or water body; no product containing Phosphorus or Nitrogen is to be applied within 13 m of a watercourse or water body.
- Landscaping must be completed in accordance with NCC landscaping plans and designs.
- Re-vegetation will be with selected native species and in accordance with re-vegetation plans approved by the NCC.
- *See Section 3.8 for pesticide, herbicide, insecticide, and fungicide practices.*

3.0 **PREVENTING POLLUTION**

3.1 **Water Quality**

Many activities have the potential to impact on water quality. Impacts may include the deposit of sediment, release of nutrients from fertilizers, or the release of toxic substances from commercial or industrial processes. Measures need to be taken to ensure that such impacts are prevented and that regulations in this area are met.

- Runoff from agricultural fields should be monitored to ensure that excessive nutrients or pesticides are not released to surface waters.
- Discharges to sanitary and storm sewers must be in compliance with all local requirements.
- Shores and floodplains should be protected by maintaining vegetation cover to prevent degradation and erosion.

3.1.1 **Snow Disposal**

- Snow that is removed and transported for disposal must be disposed of at an authorized snow dumping facility.
- No snow dumping is permitted on NCC property.
- No snow may be piled within 10 m of a water body or water course.

3.2 **Waste Water Discharge**

When water leaves a site, it is either discharged to the sanitary sewer, the storm sewer, a natural water body, or the ground, where it can enter groundwater. The quality of water discharged can negatively impact the quality of the receiving waters and the health of humans, animals, and plants which use this water. Federal, provincial, and municipal laws and regulations prohibit water pollution and establish requirements for the quality of waste water. To reduce water pollution, all activities which produce and discharge waste water must adhere to the following requirements.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

- All sources of waste water from a project must be identified and the quality of the water identified (e.g. does it contain suspended solids? Oil and grease? Is it acidic?).
- No waste water will be deposited into a natural water body without pre-authorization from the NCC in consultation with appropriate regulatory authorities.
- Do not dilute waste water in order to meet regulatory requirements.

3.3 *Stormwater and Surface Water Policy*

- Do not discharge any storm water or surface runoff into a sanitary sewer. Only water used for domestic purposes can be released into the sanitary sewer system unless the waste water meets all water quality requirements.
- Stormwater should be managed in accordance with the NCC Stormwater Policy.
- Yards and sites shall be graded to prevent excessive or recurrent ponding of stormwater.

3.4 *Fuel Storage Tank Management*

Fuel storage tanks include aboveground and underground storage tanks used to store products such as gasoline, diesel, motor oil, and heating oil. No fuel storage tanks may be installed on NCC property without the prior written approval of the NCC. The NCC reserves the right to immediately remove or request immediate removal by the contractor of any fuel storage tanks that have been installed or are being used by the contractor without prior written approval from the NCC. The following guidelines must be followed when installing, constructing and/or using fuel storage tanks.

- No new underground storage tanks are to be installed on NCC property.
- All above grade bulk fuel storage tanks must be adequately bermed and/or have double walled tanks, and be lined with an impermeable liner to contain spillage. The containment berm must be capable of holding a minimum of 110% of the largest storage tank.
- Refueling of non-permanent fuel storage tanks must not be performed within 100 metres of any water body.
- All spills **MUST** be reported to the NCC Environmental Services division immediately. All spills must also be reported to the appropriate provincial authority where a spill:
- These spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
- A spill report form has been prepared by the NCC and must be completed and sent to Environmental Services within 24 hours of the spill. The spill form is included in the reporting section of this contract.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

3.5 *Hazardous Materials Management*

Hazardous materials management is a broad term encompassing the storage, use, handling, transportation, and disposal of materials which can pose a hazard to human health, animal health, or the natural environment. This category includes all chemicals which may be used on NCC property, including materials such as fuels, oils and lubricants, paints, thinners, pesticides, herbicides, insecticides, fungicides, fertilizers, and dust suppressants. The following guidelines must be followed when storing, handling, or disposing of these materials.

- All hazardous materials on NCC property must be stored in accordance with applicable regulations, standards and guidelines. Flammable materials must be stored in accordance with the National Fire Code of Canada.
- Material Safety Data Sheets (MSDS) must be readily available for all hazardous materials brought on to NCC property. All employees handling these materials must have received training on the Workplace Hazardous Materials Information System (WHMIS) and on proper handling, storage and disposal of these materials.
- All hazardous materials must be labelled in accordance with WHMIS requirements.
- Absorbent material must be available whenever liquid hazardous materials are being used on NCC property. Staff must be trained on how to use and dispose of this material in the event of a spill (*see Section 3.7 on Spills*).
- When transporting hazardous materials, these materials must be labelled and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods.
- Hazardous wastes, and containers which previously contained hazardous materials, must be disposed of in accordance with provincial and federal regulations.

3.6 *Contaminated Sites Management*

The NCC is committed to preventing the contamination of its properties. Any activity or incident which has the potential to result in contamination needs to be dealt with as quickly as possible to ensure that the further release of contaminants is minimized.

- Before digging or manipulating a site, the NCC must be consulted to ensure that the site is not contaminated.
- If any suspected contamination is discovered, the NCC must be notified immediately.

3.7 *Spills / Emergency Response*

All emergency situations MUST be reported immediately to 911 and then to the NCC 24 Hour Emergency Communications Service at 613 239-5353.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

The NCC has developed a Spills Procedure to ensure that an appropriate and consistent responses are implemented to deal with emergencies or accidents. All individuals performing work on NCC property are expected to be familiar with the general requirements for reporting and responding to environmental emergencies on NCC property. In addition, the following requirements must be met.

- Spill response materials should be available wherever hazardous materials are used or stored. These spill response materials should be suitable in type and quantity to the type and quantity of hazardous materials being used at that location.
- Employees must be trained on how to use the spill material and equipment.
- All used absorbent material must be disposed of in accordance with applicable regulatory requirements.
- In the event of an emergency, follow the procedures outlined in the NCC Spills Procedure.
- Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC Environmental Services division immediately.
- All spills must also be reported to the appropriate provincial authority where a spill:
 - discharges to air, land or water;
 - is in excess of normal usage, has escaped its means of containment, or has been combined with other products affecting its chemical stability which could cause an adverse effect (i.e. negative impact on health, environment or property).
- Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
- A spill report form has been prepared by the NCC and must be completed and sent to Environmental Services within 24 hours of the spill. The spill form is included in the reporting section of this contract.
- Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC immediately, and a Spill Report, Response and Review Log must be completed by following the Spill Procedure in place. The Spill Report, Response and Review Log should be submitted to the NCC Contract Manager and it should provide details on the spill.

3.8 Pesticides, Herbicides, Insecticides, and Fungicides

On April 22, 2009, Ontario amended its pesticide legislation to ban the cosmetic use of pesticides. This complements legislation established in Quebec in 2003. In addition, the NCC is committed to develop a policy by 2012 to eliminate the cosmetic use of pesticides on its lands. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the Ontario Pesticide Act and the Quebec Pesticide Act, depending on the province where the activity is taking place.

- The contractor must receive authorization in writing by the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

3.9 *Designated Substances*

Many facilities contain materials which present potential risks to human health and the environment. These can include Acrylonitrile, Arsenic, Asbestos (may be present in insulation, caulking, vinyl floor tiles, drywall, roofing materials, etc.), Benzene, Coke oven Emissions, Ethylene Oxide, Isocyanates, Lead (may be present in paint, fixtures, solder material, etc.), Mercury (present in vapour form in fluorescent light tubes; may be present in thermometers, gauges, thermostats, etc.), Polychlorinated biphenyls (PCBs), Silica (present in concrete structures), Vinyl Chloride. These substances must be carefully managed throughout the life of the facility to reduce the potential for negative health impacts. The following requirements must be met for buildings and facilities on NCC property.

- Prior to entering a site, contact the NCC to determine if any designated substances are present.
- Determine if a Designated Substance Survey has been completed prior to initiating a renovation or demolition activity. If no survey has been completed, ensure that one is performed prior to beginning work.
- Handle and dispose of all designated substances in accordance with all federal, provincial, and municipal requirements.
- Ensure employees are trained on the identification and handling of designated substances.

4.0 *LEADING IN ENVIRONMENTAL PRACTICES*

4.1 *Sedimentation*

When working in the area of surface water bodies, there is a need to prevent the deposit sediments into the water. Sediment can have a significant impact on fish and fish habitat. This issue is of particular concern during maintenance activities or where agricultural practices leave the soil surface exposed. The following general practices to reduce sedimentation and erosion must be followed on NCC property.

- Confirm with the NCC's Portfolio Manager the regulatory approvals that may be required prior to working in or near a water body.
- Minimize the extent and duration of disturbance to slopes and shorelines.
- No in-stream work is allowed without NCC's approval.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

4.1.1 *Maintenance activities*

- Temporary erosion control structures are required on all maintenance sites immediately after vegetation clearing is required or temporary storage of stonedust, sand, topsoil, etc.
- Do not stockpile or deposit cleared organic materials within 30 m of a watercourse or drainage ditch.
- When the topsoil and/or soil are to remain stockpiled for an extended period of time, ensure piles are covered to prevent soil loss and dust problems.
- Silt fences and/or straw bales should be considered to prevent siltation down slope from the maintenance area where a water body may be affected.
- Minimize clearing of extra work spaces: if you don't need it, don't clear it.

4.1.2 *Agricultural practices*

- Maintain a buffer of undisturbed vegetation along stream banks and adjacent to water bodies that meets or exceeds the provincial requirements of 3 metres.

4.2 *Environmental Assessment*

Environmental Assessments (EAs) are conducted on plans, projects, and activities to ensure that potential environmental impacts are identified and appropriate mitigation measures are implemented to avoid, minimize or mitigate potential adverse environmental effects from proposed developments and certain activities. The federal Canadian Environmental Assessment Act (CEAA) requires that the NCC ensure that EAs for conducted and approved for those projects and activities. It is the responsibility of tenants and contractors to ensure that Portfolio Managers are consulted before constructing or performing work that may require an EA and to respect the mitigation measures identified in any EAs that have been conducted for works and activities on NCC land.

- Where maintenance activities will occur in proximity to a watercourse (including drainage ditches), lakes, or wetlands, the Portfolio Manager must be contacted to determine:
 - a) if the project or activity has been previously assessed and to obtain the environmental protection (mitigation) measures that must be applied;
 - b) if the project or activity should be the subject of an environmental assessment to establish the required environmental protection (mitigation) measures and other authorizations (federal, provincial or municipal) that may be required; or
 - c) if the maintenance activity should be conducted during the period proposed, or deferred to a later period because of environmental considerations in the area of the proposed activity.
- Where an EA is required, the project proponent will be required to complete an environmental assessment in accordance with the NCC Administrative Policy on EA.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

5.0 *COMBATTING CLIMATE CHANGE*

5.1 *Air Emissions*

Many activities contribute to air pollution, including vehicle exhaust, smoke and particles emitted from fuel burning equipment, solvent vapours from activities such as painting and degreasing, and dust and other solid particles from construction and demolition. Efforts should be made to minimize air emissions from these activities. The following practices will help to reduce these emissions.

- To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in the wastage of fuel and creation of greenhouse gases (refer to municipal by-laws).
- All air emissions must meet regulatory requirements. Where required, a certificate of approval must be obtained from provincial authorities for stationary sources of air pollution (e.g. stacks, boilers, fume hoods).
- Use low-sulphur diesel or ethanol-based fuel wherever possible to reduce vehicle emissions.
- Regularly service vehicles and practice preventive maintenance to reduce vehicle emissions.
- The use of energy efficient vehicles and machinery is encouraged to reduce carbon emissions.
- Whenever possible, it is recommended to use renewable sources of electricity to prevent unnecessary emissions.

6.0 *NCC POLICIES FOR REFERENCE*

The six following Environmental Policies are available upon request:

- Corporate Environmental Strategy – Building a Greener Capital!
- Corporate Administrative Policy and Procedures – Environmental Assessment
- Stormwater Management Policy
- Contaminated Sites Management Procedures
- Designated Substances Risk Management Procedures
- NCC Spills Procedure

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

Appendix I – Regulatory Overview

Revised by the National Capital Commission, March 2012

FEDERAL

Canadian Environmental Protection Act

Environmental Emergency Regulations
Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations
Federal Halocarbon Regulations, 2003
Gasoline and Gasoline Blend Dispensing Flow Rate Regulations
Gasoline Regulations
Ozone-Depleting Substances Regulations
PCB Regulations
PCB Waste Export Regulations, 1996
Perfluorooctane Sulfonate and its Salts and Certain Other Compounds Regulations
Polybrominated Diphenyl Ethers Regulations
Prohibition of Certain Toxic Substances Regulations, 2005
Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations
Sulphur in Diesel Fuel Regulations see above
Sulphur in Gasoline Regulations

Alternative Fuels Act

Migratory Birds Convention Act

Migratory Birds Regulations

Fisheries Act

Fish Health Protection Regulations
Fishery (General) Regulations
Marine Mammal Regulations
Ontario Fishery Regulations, 1989
[*Ontario Fishery Regulations, 2007*](#)
[*Quebec Fishery Regulations, 1990*](#)

Canada Wildlife Act

Wildlife Area Regulations

Canadian Environmental Assessment Act

Regulations Respecting the Coordination by Federal Authorities of Environmental Assessment Procedures and Requirements

Energy Efficiency Act

Energy Efficiency Regulations

Fertilizers Act

Fertilizers Regulations

Forestry Act

Timber Regulations, 1993

Pest Control Products Act

List of Pest Control Product Formulants and Contaminants of Health or Environmental Concern
Pest Control Products Incident Reporting Regulations
Pest Control Products Regulations

Plant Protection Act

Plant Protection Regulations

Species at Risk Act

Canada Labour Code (Part II – Occupational Health and Safety)

Hazardous Products Act

Controlled Products Regulations
Any other applicable regulations (dependant on type of work)

Navigable Waters Protection Act

Navigable Waters Works Regulations

Transportation of Dangerous Goods Act

Transportation of Dangerous Goods Regulations

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

PROVINCIAL – ONTARIO

Conservation Authority Act

Conservation Land Act

Crown Forest Sustainability Act

Dangerous Goods Transportation Act

Drainage Act

Endangered Species Act

Species at Risk in Ontario List

Energy Conservation Leadership Act

Environmental Assessment Act N/A

Environmental Bill of Rights

Environmental Protection Act

Air Pollution – Local Air Quality Regulations

Airborne Contaminant Discharge Monitoring and Reporting Regulations

Classification and Exemption of Spills and Reporting of Discharges Regulations

Containers Regulations

Designation of Waste Regulations

Environmental Penalties

Ethanol in Gasoline Regulations

Gasoline Volatility Regulations

General – Air Pollution Regulations

General – Waste Management Regulations

Greenhouse Gas Emissions Reporting Regulations

Industrial, Commercial, and Institutional Source Separation Programs

Landfilling Sites Regulations

Motor Vehicles Regulations

Ozone Depleting Substances – General Regulations

Spills Regulations

Sulphur Content of Fuels Regulations

Waste Management – PCB's Regulations

Fish and Wildlife Conservation Act

Forestry Act

Forest Fires Prevention Act

Green Energy Act

Greenbelt Act

Lakes and Rivers Improvement Act

Construction Regulations

Nutrient Management Act

Ontario Occupational Health and Safety Act

Ontario Water Resources Act

Pesticides Act

Public Lands Act

Technical Standards and Safety Act

Gaseous Fuels Regulations

Liquid Fuels Regulations

Propane Storage and Handling Regulations

Waste Audits and Waste Reduction Work Plans Regulations

Waste Diversion Act

Waste Management Act

Wilderness Areas Act

SECTION 2 – TYPICAL TERMS AND CONDITIONS

NCC ENVIRONMENTAL GUIDELINES (continued)

PROVINCIAL – QUEBEC

Dam Safety Act

Dam Safety Regulation

Environment Quality Act

Regulation respecting wood-burning appliances

Regulation respecting motor vehicle traffic in certain fragile environments

Regulation respecting the declaration of water withdrawals

Regulation respecting solid waste

Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere

Regulation respecting greenhouse gas emissions from motor vehicles

Regulation respecting the burial of contaminated soils

Regulation respecting the landfilling and incineration of residual materials

Regulation respecting waterworks and sewer services

Regulation respecting waste water disposal systems for isolated dwellings

Regulation respecting environmental impact assessment and review

Regulation respecting halocarbons

Regulation respecting the recovery and reclamation of used oils, oil or fluid containers and used filters

Regulation respecting snow elimination sites

Regulation respecting hazardous materials

Regulation respecting environmental standards for heavy vehicles

Policy for the protection of lakeshores, riverbanks, littoral zones and floodplains

Regulation respecting the prevention of water pollution in livestock operations

Land Protection and Rehabilitation Regulation

Regulation respecting the quality of the atmosphere

Regulation respecting the recovery and reclamation of discarded paint containers and paints

Regulation respecting contaminated soil storage and contaminated soil transfer stations

Natural Heritage Conservation Act

Rules of procedure governing public consultation on protected areas

Pesticides Act

Pesticides Management Code

Regulation respecting permits and certificates for the sale and use of pesticides

Petroleum Products Act

Sustainable Development Act

Tree Protection Act

Water Resources Preservation Act

Watercourses Act

Regulation respecting the water property in the domain of the State

An Act respecting Occupational Health and Safety

An Act respecting the Société des établissements de plein air du Québec

An Act respecting the Société québécoise de récupération et de recyclage

An Act respecting the conservation and development of wildlife

An Act respecting threatened or vulnerable species

Regulation respecting threatened or vulnerable plant species and their habitats

An Act to affirm the collective nature of water resources and provide for increased water resource protection

SECTION 3 – GENERAL REQUIREMENTS

3.0 Introduction

This section identifies the general requirements of the Contract. These activities support the provision of services described in sections 4 (Operational Services) and 5 (Program Support and Other Services) of the Contract.

3.1 Employees

3.1.1 General

Any employee hired by the Contractor shall be fluent in one of the two official languages of Canada, experienced in dealing with the public, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

Any employee providing direct services to the public (e.g. parking lot attendants) shall be fluent in both official languages of Canada (see 2.4.3.4).

3.1.2 Experience

The Contractor shall ensure that the following requirements are met and maintained by their employees for the duration of the Term of the Contract:

- Any person in a supervisory capacity shall have at least three (3) years experience in the following fields: Landscape and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations.
- Field employees shall have appropriate experience and skills to perform the duties of the Contract. They shall either have at least one (1) season of experience in summer and/or winter maintenance or be new seasonal workers (such workers to be supervised at all times by experienced employees).
- All employees must, when applicable, have appropriate safety training and security clearances (see article 2.15.15).

The Contractor shall ensure that he/she is able to demonstrate at any time to the NCC that he/she is in compliance with the experience requirements as indicated above (3.1.2) by providing any and all proof of work experience for all of his/her employees.

3.1.3 Orientation

The Contractor shall provide at his/her own cost two orientation sessions for each Year of the Term (one in summer and the other in winter) for all of his/her personnel to ensure that they are familiar with the Subject Matter and their performance obligations with respect to the Contract. The Contractor shall allow for one representative of the NCC to be an observer at the orientation sessions. The subject matter to be covered in the sessions must include the following:

- NCC general information to visitors
- Worker safety (see 2.15.24)

SECTION 3 – GENERAL REQUIREMENTS

- Proper use of machinery
- Proper maintenance practices (horticulture, civil, Snow and Ice Control and ice control, Waste/Recycling/Cleaning Operations)
- Proper environmental practices.

3.1.4 Work Dress

All field employees of the Contractor shall be dressed, at the Contractor's expense, in a neat presentable fashion and wear approved safety equipment when required. All employees shall wear an appropriate standard uniform adapted to their area of activity with the company name prominently displayed. Furthermore, all personnel providing services directly to the public shall wear nametags.

3.1.5 Replacement of Employees

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

3.1.6 Art of Trade and Certification

Furthermore, the Contractor shall respect all trade certification when required by law.

Any work to be performed by the Contractor or by a subcontractor working on behalf of the Contractor must be done in accordance with the art of the trade and must follow any and all guidelines, requirements and specifications as set out by such trade.

The Contractor will operate in accordance with all federal, provincial and municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.

3.1.7 NCC Regulations and Environmental Guidelines

The Contractor shall ensure its agents and employees are familiar with and comply with the NCC Traffic and Property Regulations, NCC Animal Regulations, NCC Environmental Guidelines and other specific directives relating to its facilities and services.

3.2 Hours of Work

All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors. Snow removal activities for example may require specialized schedules. Work hours on sites used for the staging of special events shall be coordinated with the NCC.

SECTION 3 – GENERAL REQUIREMENTS

3.3 Office in National Capital Region (NCR)

The Contractor shall use an office as a base of operation to provide all administrative/Maintenance management services required in this Contract. The office shall be fully operational for the start of the Contract (April 1, 2013) and remain as such throughout the duration of the Contract. It is strongly recommended that the Contractor provide a fully operational administrative office and work site located in the National Capital Region (NCR).

3.4 Vehicles, Materials & Assets

3.4.1 Vehicles

The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any vehicles required for transportation purposes and/or for providing Maintenance services as requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, exempt of rust, and shall meet all provincial safety standards. The company name shall be prominently displayed on all road and off road vehicles (including personal vehicles used on Contract related business). Contractor vehicles shall be parked only in designated areas.

Parking and driving vehicles on turf areas and pathways must be minimized.

Use of off-road motor vehicles is to be limited at all times exclusively to carrying out the Contractor's contractual responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf for recreational purposes or any other purposes not required by this Contract.

Off-road vehicles will be used with care and respect for both the natural resources and visitors' desire of a recreational experience in a natural environment.

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

3.4.2 Materials

3.4.2.1 Standards

All materials required for the Contract are the responsibility of the Contractor and must respect all material standards and guidelines of this Contract. All materials and parts supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), National Building Code and the "NCC Standard Drawings and Details" dated December 2008. The material standard guideline detailed in Appendix 3-A is provided to ensure that the Replacement of any material respects the original design requirements set out by the NCC. The Contractor

SECTION 3 – GENERAL REQUIREMENTS

shall comply with the said material standards and guidelines. The Contractor shall not use an alternate type or lower quality material on any given site, nor shall the Contractor mix types or qualities of material on any site.

3.4.2.2 Substitution

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

3.4.3 Assets

3.4.3.1 General

The Contractor shall be responsible for the Maintenance and safekeeping of all assets identified in Appendix 6-D (numbers indicated in Appendix 6-D are approximate amounts) and in Parts I and II of the Contract. The Contractor shall provide at his/her own cost and expense the following services:

- Supply on an ongoing basis (within 48 hours), any replacement parts required for specialized assets. This may entail the establishment of an inventory of such specialized parts;
- Provide routine, non-routine, emergency and Preventative Maintenance for all assets within the Scope of Work of this Contract and to the quality standards and specifications as noted in Part I (Table 4.0 and sections 1, 4 and 5) and Part II of this Contract. The said Maintenance services, shall be provided on an ongoing basis for the duration of the Contract Term;
- Repair and replace all assets that have been vandalized, lost or stolen (see 3.14 for limits on Contractor's liability). The Contractor shall file a missing or stolen property report (including details and police report, etc.) along with an occurrence report (see 6.1.10 and Appendix 6-F) for any vandalized, lost or stolen assets. The NCC and Contractor shall jointly determine whether an asset needs repairs or replacement following vandalism.

The Contractor will be responsible to maintain all items in a manner that minimizes the deterioration of the assets and the need for NCC investment.

The Contractor shall return all assets, including any items purchased as additions or Replacement to such inventory of assets, at the end of the Contract Term at the quality standard as indicated in Table 4.0 and in the quantities as indicated in Appendix 6-D and/or in Part II of this Contract (with the exception of assets approved by the NCC for restoration but not rehabilitated as such by the NCC).

Note

- The Contractor accepts all assets “as is” and will be responsible to maintain them unless he notifies the NCC that a particular asset (except green assets, i.e. trees, turf, etc., and assets referred to in 3.14 Damage to Assets Due to Vandalism/Accidents or Theft and 3.15 Third Party Damage) is in need of Rehabilitation **and** the NCC acknowledges that fact. In such circumstances,

SECTION 3 – GENERAL REQUIREMENTS

the Contractor's responsibility shall be to take the necessary measures to ensure public safety.

3.4.3.2 Standards

Unless otherwise authorized by the NCC, approved NCC design standards shall be used for all Replacement, Maintenance, repairs and Construction of NCC assets. The Contractor shall respect and apply the asset design standards that are detailed in the "NCC Standard Drawings and Details" dated December 2008 (this document will be provided to the Successful Proponent). All specialized assets required on lands for Maintenance, such as safety and Regulatory Signage, F.I.P. Signage, etc., are the responsibility of the Contractor, and shall meet NCC design standards. The NCC is responsible for the maintenance of the Capital Pathway Signage and Visitor Access Network, Orientation and Attraction Signage. For all signage outlined above and under NCC responsibility, the Contractor must nevertheless inspect and report any deficiencies to the NCC.

3.4.3.3 Portable Assets

3.4.3.3.1 General

The Contractor shall:

- Ensure portable assets remain at their designated location unless the NCC approves their relocation;
- Provide the storage and transportation and temporary or long-term re-location of any portable assets as requested by the NCC (many assets may be stored at NCC facilities while others remain on site during the winter season). Also, the Contractor is responsible for the displacement (and its initial installation) of any furniture;
- Make portable assets available to any other NCC parties as required in support of special events and facilities. The terms of these exchanges to be mutually acceptable, with the borrowing parties being responsible for all damages and abnormal wear and tear caused during the exchange period. In the event of any dispute the NCC shall make the final decision which shall be binding on all parties;
- Not provide portable assets to any NCC or non NCC organization without obtaining prior approval from the CMO.

3.4.3.3.2 Storage

The Contractor shall follow all of the NCC's asset process when he/she is required to pick-up assets and material stored at the NCC'S main storage facility (Woodroffe site).

3.4.4 Buildings

The Contractor shall be responsible for the maintenance of all NCC buildings and building systems located within the boundaries of this Contract. The list of buildings includes, but is not limited to:

- The Rockcliffe Pavillion, including the washroom facilities.;

SECTION 3 – GENERAL REQUIREMENTS

- Some small service rooms.

The Contractor is responsible for all maintenance of these NCC buildings and facilities (see 4.4.5.4). The Contractor is not responsible for the payment of Utilities for any buildings – see 1.4.1.

3.4.4.2 Heritage Buildings

The Contractor acknowledges that certain buildings have been categorized as “classified” or “recognized” buildings by the federal heritage buildings review office (FHBRO).(See 2.4.3.11) The list of buildings includes, but is not limited to:

- The Rockcliffe Pavillion.

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3.5 Monitoring

3.5.1 Monitoring & Evaluation

3.5.1.1 Contractor

The Contractor must identify a supervisor and/or foreman who shall be equipped with a cellular phone and a digital camera and be available to take all calls from the NCC or from any NCC clients, 24 hours a day, seven days a week for the duration of the Contract (note: supervisor “availability” does not entail “on-site availability” 24 hours a day, seven days a week).

The Contractor shall ensure that all sites included in this Contract are verified by the Supervisor or by any other staff at least once daily (weekdays, weekends and holidays) for the duration of the Term. In order to document the verification, the Contractor must maintain a daily log book that specifies date, location, time, findings and actions taken. This log book will be checked by the CMO on an as needed basis.

The Contractor shall write all comments (observations, complaints or emergencies) on an occurrence report and forward it to the NCC within 24 hours. Public safety incidents should be reported by telephone to the NCC CMO within a maximum of two hours if the incident is noted during normal working hours or to the NCC emergency number (613-239-5353) after normal working hours followed by a fax or voice-mail message to the CMO. For any incident (emergency, non-emergency), the Contractor shall prepare an occurrence report (see Appendix 6-F) and forward it to the NCC. Furthermore, the Contractor shall be required to assist and participate in meetings with NCC clients on quality, servicing or other Contract related issues.

3.5.1.2 Contract Management Officer (CMO)

The NCC shall provide a Contract Management Officer (CMO) for this Contract who shall be the Contractor’s principal contact at the NCC (see 1.4.1). The CMO shall make random inspections to ensure that all Contractual obligations are met. The CMO shall inform the Contractor of his/her observations. A formal evaluation shall be conducted twice yearly. The purpose of the evaluation is to identify areas of improvement.

3.5.2 Unresolved or Recurrent Issues

In the case of any unresolved or recurrent issues, the NCC may at its own discretion record the matter on an unsatisfactory performance report (UPR; see Appendix 6-G). The Contractor shall respect and implement all recommendations indicated on the UPR to the full satisfaction of the NCC (for any unresolved or recurrent issues, the NCC may also wish to exercise its rights and remedies under the default clause – see 2.14).

The NCC reminds the Contractor of the importance of compliance with all of the performance standards associated with each of the required services outlined in the Request for Proposal.

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Furthermore, to impress upon the Contractor the importance that the NCC places on its responsibilities toward public safety, environmental protection, and reporting documents, the NCC has identified related performance sectors that it considers to be especially significant. Any failure or default regarding any of these components will result in automatic monetary penalty (fine) which will be deducted from the NCC's monthly payment on the basic Contract (see 2.14.1, item vi and Appendix 2-B).

The Contractor will receive an Unsatisfactory Performance Report, following which the amount will be deducted from the next payment.

The Contractor may submit to the NCC a written submission containing any information that the Contractor deems appropriate that the alleged failure or default is in no way the responsibility of the Contractor or of his representatives, of his employees, or of any subcontractor whom he has hired to perform work, in which case the NCC may rescind the penalty.

3.6 Communication Devices and Technologies

The Contractor shall be required to provide as part of this Contract, all of the following communication devices: telephones, cellular phones, voice mail, fax machines, E-mail and digital cameras. The Contractor shall be responsible for purchasing all necessary equipment (including installation fees) and for all costs related to their use (including long distance charges). All public communication systems shall support bilingual communications and shall allow the NCC and the public to leave voice mail messages after working hours. The cellular phone number shall remain the same for the entire Term and shall be given to the NCC before April 1, 2013. The digital camera shall interface with the NCC's own technology.

3.7 Provision of Services

Unless otherwise indicated in this Contract, the Contractor shall provide all services and complete all work as required in this Contract. For all actions and/or anomalies reported through occurrence reports the work must be completed within a delay of 24 hours following notification. In the case of non-compliance, the NCC shall take any reasonable measures at its disposition (including, but not limited to exercising the NCC's rights and remedies under the default provision – see 2.14) to ensure that time requirements are strictly respected. The NCC may consider, at its sole discretion, to prolong any deadline for providing services.

3.8 Change of Dates

The NCC may, at its sole discretion, change deadlines for any operational requirements which are weather related such as spring clean-up, opening and closing of access roadways, parking lots and parks, etc. The NCC shall notify the Contractor in advance of any changes of deadlines. The Contractor shall modify his/her work plan accordingly and then provide all Operational Services respecting the revised deadlines as determined by the NCC.

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3.9 Emergency Intervention

The Contractor shall provide a 24 hour/7 days a week Emergency Intervention Service. The said Emergency Intervention Service shall include a dedicated telephone line to respond to any and all emergency situations. The Contractor must return all calls received within 10 minutes. If the call is not **answered**¹ within 10 minutes, an automatic financial penalty will apply (see 2.14.1, item vi and Appendix 2-B). The telephone number for the Emergency Intervention Service shall remain the same for the duration of the Term of this Contract and shall be given to the NCC Call Centre, to the NCC 24-hour emergency service centre (see 1.4.1) and to the National Service Call Centre. In particular, the Contractor shall respond to requests for maintenance services from the National Service Call Centre within the following time requirements: 20 minutes on-site response time between 5:00 a.m. and 8:00 p.m. and 60 minutes between 8:00 p.m. and 5:00 a.m. The Contractor shall be available at all times to **answer** all emergency telephone calls in both official languages and immediately provide the required emergency services (e.g. accident clean-up, electrical and system repairs).

Note

¹The Contractor's 24-hour emergency intervention service must be a "direct to employee" service using a telephone, a cellular phone and/or a pager. A direct answer is required within 10 minutes. Answering machines or voice mail systems do not constitute a direct response.

3.10 Public Safety

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

3.11 Emergency Closures of Roadways and Pathways/Sidewalks

The Contractor shall immediately inform the NCC of all emergency closures of roadways and pathways. The Contractor shall also support other agencies or NCC partners when they may have to implement emergency closures on NCC lands or roads. This support includes:

- Supplying, set-up and take down of barricades;
- Knowledge of sites for the closure of additional access points such as pathways, trails, etc.;
- Assisting in planning detours;
- Providing related signage if required.

3.12 Traffic Control

All traffic control at work sites shall be the responsibility of the Contractor. The Contractor shall comply with the provincial uniform traffic control standards (Ontario Traffic Control Manual, Book 7 – Temporary Conditions). Guidance on the extent of control measures required shall be obtained from the RCMP or other local policing agencies. Safety vests shall be worn at all times

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if employees are working on or adjacent to roadways, roadside or recreational pathways and trails.

3.13 Locking Devices

The NCC has an established hierarchical lock and key system. At the beginning of the Contract, the NCC will provide the Contractor with three copies of each key required for the execution of the duties described in this Contract. The Contractor shall be responsible for maintaining, replacing and providing at his/her own expense any stolen, lost, keys or vandalized locks and padlocks required for buildings, gates, bollards, etc. (master padlock keyed to 2035). The Contractor must also control the distribution of keys in his/her possession. To do so, the Contractor shall maintain a register (date, name, telephone number, number of keys and signature) of all employees, subcontractors and users to whom he/she has provided keys. The Contractor could be required to provide the said register to the NCC upon request.

At certain specific locations, the NCC may require “double locking” certain gates. These locations will be arranged with the Contractor. At the end of the Contract, the Contractor will return all keys in his/her possession to the NCC.

3.14 Damage to Assets Due to Vandalism/Accident or Theft

3.14.1 General

In the event that any asset contained in this contract is damaged, destroyed or stolen – e.g. as a result of an accident or an act of vandalism – the Contractor shall have the following responsibilities:

- if the asset can be restored to its prior condition by cleaning it (which includes cleaning and removal of graffiti) or painting it, the Contractor shall comply with section 4.6.1.5 and shall clean the asset using the most appropriate cleaning/removal process and/or repaint the asset;
- if the asset cannot be restored by cleaning and/or painting or has been stolen or destroyed, the Contractor shall replace the asset. Any asset provided by the Contractor as a replacement item shall be identical to the original and shall comply with the requirements as indicated in the NCC Standard Drawing and Details dated December 2008.

All repairs/replacements that are required due to vandalism, accidents or theft shall be recorded and reported on an occurrence report (see Appendix 6-F). Digital photographs of the damages shall accompany the report when submitted to the NCC. These reports must be forwarded to the NCC no later than 24 hours after each occurrence.

The estimate(s) provided as part of the occurrence report must;

- be based on SOA rates, where the work required can be completed (in part or in whole) using such rates.
- reflect fair market price(s), where the work required must be completed (in part or in whole) using specialized labour or materials not included in the SOA rates.

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If, after careful consideration, the NCC determines that the estimate submitted by the Contractor do not reflect fair market prices, it may award the work (labour and/or materials) to other suppliers.

3.14.2 Deadlines

The Contractor shall ensure that immediate safety remediation measures are taken to protect the public. Once the NCC has approved in writing the estimates provided in the occurrence report, the Contractor will have 48 hours to complete the repairs detailed therein. Where the repair(s), replacement or restitution of the asset(s) require(s) more time than the 48 hours allotted, the safety remediation and public safety measures shall remain in place until such time as the work has been completed. At no time shall repair(s), replacement or restitution of the asset(s) extend beyond thirty (30) days, unless authorized by the NCC.

3.14.3 Liability

As part of his fee proposal, the Contractor shall include an annual allowance of twenty thousand dollars (plus applicable taxes) for the repair and/or replacement of assets which are damaged or destroyed as per 3.14.1. On an annual basis, the NCC will be responsible for any expenses beyond the \$20,000 dollars identified for this purpose.

Only the amounts resulting from work authorized by the NCC and performed by the Contractor will be deducted from the \$20,000 annual limit. At the end of each year of the Contract, the unused portion of the \$20,000 allowance shall be returned to the NCC through a reconciliation process or carried over to the next fiscal year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments.

3.15 Third Party Damage

3.15.1 General

The Contractor shall be responsible for the immediate repair, Replacement and/or reinstatement of any asset or land that has been damaged as a result of work undertaken by third parties. This includes, but is not limited to organizations such as construction contractors, Hydro, Bell, gas companies, local/regional/provincial governments, private contractors, federal departments or agencies, etc. The Contractor shall also be responsible for any work initiated by third parties but not completed to the satisfaction of the NCC. The Contractor shall provide these services (repair/Replacement/reinstatement/ completion) at his/her own expense.

3.15.2 Deadlines

The Contractor shall ensure that immediate safety remediation measures are taken to protect the public. Repair of damages caused by third parties is to be completed within 48 hours of its occurrence. Where damage is more substantial or involves ordering specialized materials, action to initiate remediation shall be taken within 48 hours of occurrence.

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3.15.3 Liability

The Contractor's liability on third party damages shall be limited to \$1,000 per occurrence. For any occurrence over \$1,000, the Contractor shall pay the first \$1,000 of any occurrence and the NCC shall cover the remaining. The Contractor's liability shall also be limited to a total **yearly cumulative amount of \$5,000** for Third Party Damage. Any total yearly amount beyond \$5,000 for Third Party Damage shall be covered by the NCC. All third party damage with cost estimates (using SOA rates when applicable) shall be recorded on an occurrence report and digital photographs of the damages shall accompany the report when returned to the NCC. These reports must be forwarded to the NCC no later than 48 hours after each occurrence.

3.16 Damage Caused by Contractor

3.16.1 General

The Contractor shall be responsible for any damages that it causes to NCC property. Any damage is to be reported immediately to the NCC on an occurrence report. The scalping of turf, tearing of bark, broken signs, etc., shall be considered damage.

3.16.2 Deadlines

Repairs and Replacements required as a result of damage caused by the Contractor shall be completed within 48 hours of the occurrence unless otherwise approved by the NCC. If not, the NCC shall conduct the repairs or Replacements at the Contractor's expense. In cases where the safety of the public is threatened (e.g. broken gate on parkway), the Contractor shall correct the situation immediately.

3.17 Environmental Requirements

The Contractor shall comply with all relevant federal, provincial and municipal environmental legislation. The Contractor shall also comply with the additional environmental requirements as listed in NCC Environmental Guidelines (Appendix 2-D).

The Contractor will establish a response plan for toxic spills (see 6.1.8 for reporting). **This plan will be submitted to the NCC for approval within thirty days of Contract commencement.** Should there be a spill of toxic products (e.g. motor oil), the Contractor will immediately stop the further release of the contaminant, apply absorbent material to contain the spill and advise the NCC Emergency Service (24 hours) at 613-239-5353. The Contractor will be responsible for returning the contaminated site to its original condition according to NCC specifications. Any contaminated material will be removed and disposed of at an approved site outside of NCC Lands and an appropriate chain of responsibility document will be filed with the NCC.

3.18 Pesticides/Herbicides (see 4.3.4)

On April 22, 2009, Ontario amended its pesticide legislation to ban the cosmetic use of pesticides. This complements legislation established in Quebec in 2003. All activities that take place on NCC and Non NCC Lands must be in full compliance with the *Ontario Pesticide Act* and the *Quebec Pesticide Act*, depending on the province where the activity is taking place. The

SECTION 3 – GENERAL REQUIREMENTS

Contractor must receive authorization in writing from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.

The Contractor shall also follow all provincial regulations including obtaining all appropriate licenses and liability insurance for the application of pesticides, herbicides and fungicides (Contractor to provide to NCC proof of liability insurance and license before March 15th of each Year of the Contract). In the event that the Contractor calls upon the services of specialized company(ies), the Contractor shall provide the name of the company(ies) offering the services and its qualification(s). The Contractor must obtain prior approval from the NCC before commencing any spraying activity. Pesticide application records must be filled out by the Contractor any time pesticides or herbicides are sprayed or used on any lands included in this Contract in accordance with 6.1.14.

3.19 Waste Disposal

The Contractor will collaborate with the NCC in its commitment toward the reduction of the volume, cost and environmental impact of waste generated by visitors. The Contractor is also encouraged to participate in any initiative taken by the City, the NCC or others that aim for the reduction of garbage or of any new recycling program.

The Contractor shall be responsible for all fees related to the disposal of all waste, recyclables, compostables, leaves, debris and snow removed from the lands included in this Contract. The said services shall be provided throughout the Term of the Contract. All waste is to be disposed of in accordance with all applicable federal, provincial and municipal regulations.

When Recycling Program is required, the Contractor shall:

- recycle this material with a local firm specialized in recycling the specific material collected; and
- provide the NCC as requested with documentation from recycling company to substantiate recycling of materials.

3.20 Flooding

The Contractor shall monitor on a regular basis for any potential or actual flooding. The Contractor shall monitor the situation more closely in spring and during major precipitation. The Contractor shall take any safety and mitigating measures necessary to protect the public and reduce damage to NCC assets (e.g. installation of signs and barricades, clearing build-up, turning off underground electrical systems such as pathway lighting systems along rivers and bodies of water, etc.).

3.21 Small Animal Management

The Contractor shall monitor beaver and small animal activity occurring on lands included in this Contract and report back to the NCC. The Contractor shall install and maintain on a regular basis protective material around any tree that may be or is being damaged by beavers. The NCC shall be responsible for all costs related to the removal of beavers from their environment. However, the Contractor shall be responsible for the removal, at his cost, of groundhogs or other small animals causing damage to property or as requested by the NCC (CMO).

SECTION 3 – GENERAL REQUIREMENTS

The Contractor will be responsible to pick up small animals (e.g. groundhogs, skunks, porcupines, squirrels, racoons, foxes) found dead along the roads and trails of the lands included in this Contract. These must be disposed in accordance with all federal, provincial and municipal regulations in that matter. Animal carcasses must be handled in a safe manner, using thick gloves. The carcass must be lifted and carried from its back legs, avoiding contact with all body fluids. Any abnormal situation, such as a high incidence of mortality of the same species, will be reported to the NCC. Carcasses which the Contractor suspects may be infected with rabies (i.e. racoons) and other large dead animals (i.e. deer, bears) which are seen will be reported to the NCC Conservation Officers. They will remove and dispose of them (see 4.6.1.1).

Alternative methods can be used to control/manage non desirable animals (e.g. application of coyote urine and/or specialized baits). The NCC will supply specialized material except for live traps. The Contractor will provide equipment and labour.

3.22 Media Relations

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

3.23 Public Requests for Services

The Contractor shall respond to any and all inquiries, complaints, requests for services, etc. from the public. The Contractor shall:

- Respond to and investigate on site all requests;
- Provide the necessary services only:
 - on lands included in this Contract; and
 - when the requested service falls within the scope of work of the Contract; and
 - after obtaining NCC approval.

The NCC shall make the final decision as to which of the services are to be provided by the Contractor. Furthermore all requests for services (written or verbal) obtained by the Contractor shall be forwarded in writing on an occurrence report, to the NCC, on the same working day it was received.

3.24 No Sale

No sales of products or services shall be made by the Contractor on lands included in this Contract except as authorized by the NCC.

3.25 Salt Boxes (see 4.5)

The Contractor shall provide at his/her own expense a certain quantity of salt boxes at designated NCC Lands and Non NCC Lands. The Contractor and CMO shall jointly determine the estimated amount of salt boxes required by site based on their own knowledge and expertise. The design and color of salt boxes shall be approved by the NCC.

SECTION 3 – GENERAL REQUIREMENTS

3.26 Fire Extinguishers

The NCC will transfer to the Contractor an inventory of fire extinguishers deployed throughout service buildings, in the limits of the Contract.

Refer to the Asset Inventory, Appendix 6-D, for number.

All extinguishers will be transferred to the Contractor in inspected, charged and operating condition. They must be maintained by the Contractor according to appropriate standards related to fire extinguishers from the National Building Code and the National Fire Code (Parts 6 and 7) of Canada. The Contractor must also respect any applicable provincial or municipal regulations.

The Contractor will:

- a) Inspect extinguishers monthly (sign accompanying card to register inspection) and maintain in operating condition, including recharging if necessary, according to ULC regulations. The Contractor will notify the NCC of any extinguishers which have reached their expiry date. These extinguishers will be replaced by the NCC.
- b) The Contractor will submit a fire extinguisher report annually on November 30th detailing the condition of the inventory, inspections completed and any additions and/or replacements necessary.
- c) Replace extinguishers when stolen or broken and refill when discharged.
- d) Take appropriate measures related to health and safety when cleaning up discharged extinguishers.
- e) Return the extinguishers to the NCC when the Contract expires.

3.27 Transition

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

At the beginning of the Term of the Contract, the Contractor shall be responsible for reporting to the NCC all assets requiring restoration (not applicable to vegetation). At the end of the Term of the Contract, the Contractor shall be responsible for returning all assets under his/her custody and for returning them to the quality standard level as indicated in Table 4.0 (see 3.4.3.1 for details).

3.28 Lost, Found and Donated Items

The Contractor shall collect all (less valuable and valuable) items found on lands included in the Contract. The Contractor shall keep all said items in a safe location at his/her main office. For claims involving valuable items (eye glasses, cameras, beepers, cellular phones, keys, purses, jewellery, etc.), the Contractor shall ensure that the item in question is positively identified by the claimant prior to its return. All unclaimed items are to be returned to the municipal Police at the end of March of each Contract Year. Furthermore, the Contractor shall collect, remove and return to the NCC all donated items including, but not limited to, wreaths, money, coins, medals, etc., deposited in fountains, monuments or any other assets.

SECTION 3 – GENERAL REQUIREMENTS

3.29 Site Accessibility

The Contractor shall provide assistance to any third party requiring access to any site, building, gate, panel, meter, etc. In many cases, the type of assistance required is limited to opening and closing a site or facility to a third party. This entails dispatching one of his/her own employees to a designated location to open/lower/remove a control mechanism (gate, door, bollard, etc.) and allow access to personnel authorized by the NCC. The designated Contractor employee shall also close/raise/re-install the control mechanism once access is no longer required. In other cases, it also includes remaining on site with the third party until the work or the inspection is completed. The NCC shall provide reasonable notice to the Contractor. Most requests for access are during regular work hours.

3.30 Utility Services Meter Reading

The Contractor shall provide utility (hydro, water, gas, etc.) services meter reading. This entails going to a designated site, accessing a meter, noting the reading on the meter and providing the information to the NCC. The Contractor shall read all meters once a year in fall and on an as required basis (additional meter readings provided at NCC's own expense). A one-page report indicating the once yearly readings is to be submitted to the NCC.

3.31 Volunteers

The Contractor is required to support volunteer activities within the lands of this Contract, including; .

- Special activities;
- Volunteer for clean-up activities (e.g. Cleaning the Capital, shoreline clean-up).

The Contractor will also be required to obtain prior approval from the NCC for the use of any volunteers, volunteer groups or organizations working on behalf of the Contractor undertaking any aspects of the Contract.

3.32 Removal of Invasive Species on sites or part of sites

The Contractor shall be responsible to remove, on an annual basis (by the end of July for Dog Strangling Vine and between July and October for other species such as Buckthorn, etc.), invasive species located within turf and/or tree/shrubs area on all lands forming part of this Contract.

To perform the work described in the foregoing paragraph, the Contractor must provide, as part of this Contract and on an annual basis, a total of 80 hours of invasive species removal. The Contractor as part of this requirement shall supply for each hour of work a crew of three (3) labourers with a light truck (pick-up), tools and equipment including a chipper as required.

The cost of such services are to be included as part of the fee proposal.

The work must be undertaken at the request of the CMO. The CMO shall determine priority sites where work must be undertaken on an annual basis.

SECTION 3 – GENERAL REQUIREMENTS

N.B. Any work performed without prior approval of the CMO will not be recognized as part of this requirement except in exceptional circumstances recognized by the NCC.

Steps to be followed:

1. Three days following reception of the invasive species removal plan from the CMO, the Contractor will submit for NCC approval a written estimate of the hours required to carry out the work.
2. Ten days following completion of the work, the Contractor will submit to the NCC the final report on the number of hours actually used to carry out the requested tasks.

At the end of each contract year, the Contractor will submit to the NCC a compilation of the hours worked.

If, at the end of the fiscal year, the NCC has not used all of the 80 hours requested, these hours may be either carried to the following year or exchanged against other services, or reimbursed to the NCC.

SECTION 3 – GENERAL REQUIREMENTS

APPENDIX 3-A MATERIAL STANDARD GUIDELINE

1. Topsoil

For Turf Areas:

Friable soil consisting of 45% sand, 30% silt, 20% clay, 5% organic matter and a pH value of 6 to 7, free of subsoil, roots, vegetation, toxic materials, and stones over 10 mm in diameter.

For Planting Beds:

Premium, high organic content, soil blend; 40-50% compost (made from decomposed leaves, aged bark, manure), 10-30% peat, and 10-30% topsoil. Screened (7 mm or less), balanced for pH, good water holding capacity, and air porosity.

2. Peatmoss

Decomposed plant material containing a minimum of 60% organic matter by weight and moisture content not exceeding 15%; pH value between 4.5 and 6.0.

3. Sand

Hard, granular natural beach sand, well washed and free of impurities, chemical or organic matter.

4. Fertilizer

Complete commercial synthetic stabilized nitrogen lawn fertilizer.

Fertilizer: 20-0-10 30% Umaxx / 30% XCU / 1% Mg / 2% Ca. (or approved equivalent).

Application rate: 2.5 kg per 100 m².

Note: The formulation is to be modified, where applicable, in accordance with site specific requirements (refer to section 4.7) and/or to respect soil analysis results following approval by the CMO; soil analysis to be conducted by the Contractor at his/her own expense.

5. Lime

Ground agricultural limestone containing not less than 85% carbonates.

6. Bonemeal

Raw, finely ground bonemeal, with a minimum analysis of 3% nitrogen and 20% phosphoric acid.

7. Water

Non-toxic to plants.

8. Grass Seed

Canada No. 1 grade in accordance with government of Canada Seeds Act and regulations. Consult the NCC CMO to determine specifics for seed mixture. A seed analysis certificate and date of harvest may be requested by the CMO.

General all purpose mix:

40% SR5210 Creeping Red Fescue

40% Arctic Perennial Ryegrass

20% Bluechip Kentucky Bluegrass

Application rate: 1.2 kg per 100 m².

Boulevard/curb side mix:

60% Arctic Perennial Ryegrass

40% SR5210 Creeping Red Fescue

Application rate: 1.8 kg per 100 m².

High Traffic Reinstatement Blend (spring or summer application)

80% Arctic Perennial Ryegrass

20% Bluechip Kentucky Bluegrass

Application rate: 4.5 kg per 100 m².

CMO to approve seed mix prior to application and may request that a modified seed mix be utilized based on specific site conditions and time of year.

SECTION 3 – GENERAL REQUIREMENTS

APPENDIX 3-A MATERIAL STANDARD GUIDELINE (continued)

9. Nursery Sod

No. 1 Kentucky bluegrass mineral base sod, grown from a minimum of 4 elite Kentucky bluegrass cultivar as defined below (or approved equivalent):

- 25% Sudden Impact Kentucky Bluegrass
- 25% Bluechip Kentucky Bluegrass
- 25% Rush Kentucky Bluegrass
- 25% Cheetah Kentucky Bluegrass.

CMO reserves the right to request soil analysis on sod base to confirm that soil base is compatible with soil on the site where sod is to be placed. Soil analysis to be conducted by the Contractor at his/her own expense.

Broken, dry or discoloured pieces shall be rejected.

10. Plant Material

▪ Annuals

Use only compact, sturdy plants with well developed root systems. Plants shall not be crowded in flats and shall be sufficiently large by planting time. Size to be in accordance with *Canadian Nursery Landscape Association – Canadian Standards for Nursery Stock* and/or Appendix 4-A.

▪ Bulbs

Plump, firm, and free from pests, diseases, blemishes and spots, and “Top size” (tulips – 12 cm and up) as specified in *Canadian Nursery Landscape Association – Canadian Standards for Nursery Stock* and/or Appendix 4-A.

Fertilizer for annuals:

Natural fertilizer McInnes 4-3-6 or NCC approved equivalent.

Application rate: 1 kg per 10 square metres.

Fungicide:

Bulbs must be dipped in a controlled indoor environment prior to planting with the following product: “Maestro 80 DF”. The Contractor must obtain all federal and provincial licences and permits necessary for this application.

▪ Perennials

Shall be firm and free from pests, diseases, blemishes and spots, and of size specified in *Canadian Nursery Landscape Association – Canadian Standards for Nursery Stock* and/or Appendix 4-A.

▪ Shrubs & Ground Cover

- i) They shall be free of disease, insects, defects and injuries and of size specified or requested by CMO. They shall be structurally sound with strong fibrous root systems.
- ii) Root preparation, sizing, grading and quality shall comply with metric guide specification for nursery stock.

Source of plant material: Grown in Zone 4B in accordance with Plant Hardiness Zones in Canada.

▪ Trees

- i) They shall be free of disease, insects, defects and injuries and of size specified or requested by CMO. They shall be structurally sound with strong fibrous root systems.
- ii) Root preparation, sizing, grading and quality shall comply with metric guide specification for nursery stock.

Source of plant material: Grown in Zone 4B in accordance with Plant Hardiness Zones in Canada.

11. Mulch

▪ Canada No. 1 Cedar – Fine Shredded Bark Mulch (classes A and B)

From cedar trees varying in size from 25 to 50 mm in diameter and brown in colour.

SECTION 3 – GENERAL REQUIREMENTS

APPENDIX 3-A MATERIAL STANDARD GUIDELINE (continued)

12. De-icing Materials (entrances and stairs to high profile buildings)

De-icing agent consisting of a mixture of the following chemical ingredients: Magnesium Chloride, Calcium Chloride, Sodium Chloride, Potassium Chloride, Urea, Calcium Magnesium Acetate with an abrasive additive (or NCC approved equivalent).

Composition: pellets or flakes

Container: 20 kg bags

Characteristics: The de-icing material shall meet or exceed the following:

- Anti-caking agent
- Corrosion inhibitor
- Freezing point (min. -21°C)

13. Winter Road Salt (Typical highway road salt)

Coarse crushed rock salt to comply with O.P.S.S. 2502 material specifications and shall be 9.75 mm (3/8") maximum and 2.38 mm (1/8") minimum in size. Any other material used for ice control shall be approved by the NCC before its use. There shall be no stock-piles of salt or sand on NCC Lands without prior NCC approval.

14. Roadway Granules (Winter Grit)

The granules shall consist of clean, crushed, sharp particles of aggregate free of soft particles, loam, vegetable matter or any other foreign matter. The granules shall be sharp and angular in nature and be produced from crushed limestone. Crushed stone granules shall be 4.75 mm (3/16") maximum and 2.38 mm (1/8") minimum in size.

15. Garbage Bags

Brown, black or green, various length and width as required to fit garbage receptacles. The NCC strongly recommends the use of oxo-biodegradable plastic garbage bags (not compostable bags).

16. Park Furniture Paint Codes

Core park benches:

- Slats: white ash; kiln dried; select Grade or better;
- Wood slats (new bench 1st stain): Sikkens, Citol #1, colour #072 Butternut or equivalent to be approved by CMO. Three (3) coats with light sanding between coats. Twenty-four (24) hours drying time between coats;
- Bench ends: Use semi-gloss black paint.

Other furniture:

- Wood stain: two coats of Olympic stain #730 semi-gloss (use as a reference only) (or NCC approved equivalent).

Planters – Wood:

- Wood: #1 Grade Pine or better;
- Stain: matte black – Sikkens colour #413 Black (or NCC approved equivalent).

Note: In addition to requirements stated in 3.4.2 (Materials) and 3.4.3 (Assets), all materials supplied as part of this Contract and their installation shall be in accordance with the requirements of the National Master Specifications (latest edition).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.0 Introduction

The objective of section 4 is to provide a listing of all of the Operational Services Requirements of the Contract. These services are in the areas of Landscape Maintenance, Civil Maintenance, Snow and Ice Control as well as Waste/Recycling/Cleaning Operations. Furthermore, the Contractor shall be responsible for any Rehabilitation and/or Replacement costs resulting from the absence or lack of Routine and/or Preventative Maintenance on his/her part. The Contractor must also take note of the additional site specific operational requirements detailed in articles 4.7, Special Site Requirements, 4.8 Special Maintenance Programs as well as Section 5 Special Events and Other Services.

The following Table (4.0) summarizes all Maintenance services required for each site of this Contract.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

TABLE 4.0

SITE – MAINTENANCE SERVICES AND QUALITY STANDARDS

Activity ▼	S i t e ▼										
	1. Aviation Parkway	2. Diplomatic Precinct	3. Lady Grey Drive	4. Laurier House	5. 283 Chapel Street	6. Rideau Centre Terrace	7. Rideau Falls and Green Island Park	8. Rockcliffe Park	9. Rockcliffe Parkway	10. Rockcliffe Rockeries	11. Official Residences
Turf	B C	B	B C	B	B	B	B	B C	B C	B	
Trees and Shrubs	B C	B	B C	B	B	B	B	B C	B C	B	
Annuals, bulbs & perennials	B	B		B	B	B	B	B	B	B	
Non-desirable vegetation/nests/small animals	B	B	B	B	B	B	B	B	B	B	
Lighting & Electrical Systems		B	B			B	B	B			
Roadways/parking lots/ walkways/pathways/sidewalks/trails	B	B	B			B	B	B	B	B	
Drainage systems	B	B	B				B	B	B	B	
Plumbing, irrigation & water systems						B	B	B	B	B	
Fixtures & furniture	B	B	B			B	B	B	B	B	
Snow & ice control		B	B	B	B		B	B			B
Waste/recycling/cleaning operations	B	B	B	B	B	B	A	A	B	B	

Notes

- Quality classes A, B and C indicated in the above table are described in the sections that follow;
- In case of any discrepancy whatsoever between Table 4.0 and the site maps or any other sections of this Contract, the part containing the more extensive obligations on the part of the Contractor shall prevail.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.1 Format

Two types of tables shall be used for presenting the Operational Services requirements of this section:

Type 1

- All Maintenance activities (e.g. Turf) describing the general requirements and results for each quality standard class (e.g. A, B, C, etc. – see 4.3.1 for example).

Type 2

- All Maintenance sub-activities (e.g. Turf Cutting & Trimming) describing the:
 - Required task;
 - Typical frequency for accomplishing the task; and
 - Special requirements for each sub-activity.
(See 4.3.1.1 for example.)

All other Operational Services requirements of section 4 such as special site requirements and special maintenance programs are provided in a text format.

4.2 Work Standards

The Contractor shall perform all work required to fulfill the obligations of this Contract in accordance with all industry standards. Any work performed by the Contractor that does not respect the Operational Services requirements of Section 4 is considered non-compliant and constitutes an event of default under 2.14 of this Contract.

4.3 Landscape Maintenance

The Contractor shall provide all Routine, Non-Routine, emergency and Preventative Maintenance work of all woody and non-woody plants (turf, trees/shrubs, annuals, flowers, bulbs, perennials, ornamental grasses, etc.). The Contractor shall also inspect, correct and report any deficiencies to the NCC.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY			
4.3.1 TURF			
Includes all plant and ground covers present within turf areas located within the boundaries of this Contract. The Contractor shall perform the following tasks: the supply of all plant material and products, machine and manual cutting, trimming, watering, fertilizing, edging, aerating, top dressing, and seeding.			
Class A	Class B	Class C	Class N*
Manicured lawn. All turf area is at maximum density.	Well maintained lawn (turf with other type of ground cover). Most turf area is at medium density.	Naturalized meadow with tall grass and some weeds. Fields are cut periodically; swaths are cut along fences, lanes, roads and paths for fire breaks and visibility.	Field kept clean of debris.

* Naturalized lands.

4.3.1.1 CUTTING AND TRIMMING			
Class A	Class B	Class C	Class N
Cut to 7 cm before it reaches 10 cm.	Cut to 8 cm before it reaches 12 cm.	Meadow field, over flow parking: Cut to 15 cm beginning on August 16. Swaths for fire break: 5 m wide swaths along roads (each side), along pathways and fences (width of 3m each side) or additional width at specific locations as directed by the CMO. Cut to 15 cm by mid-July. In meadow fields and other Class C turf areas where the NCC reports (by early July) the presence of invasive species, the Contractor shall cut to 15cm by mid-July. Remove (by the end of July) all invasive species once a year.*	Along pathways: maintain 2m of Class B on either side at all times. Swaths for fire break: 5 m wide swaths along roads (each side), along pathways and fences (width of 3m each side) or additional width at specific locations as directed by the CMO. Cut to 15 cm by mid-July. Remove (by the end of July) all invasive species once a year.*
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Do not use mechanical weed trimmer around plant material. 2. Blow grass clippings away from cultivated plant beds & hard surfaces. Rake excessive clippings and remove from site immediately after mowing (removal of excessive grass clipping not required on Class “C” and “N” lands). 3. Trimming operations to be completed at the same time as cutting operations and during the same working day for any given site. 4. Clean up and remove all debris from site after each work day. 			

* Invasive species means all exotic invasive vegetation that is identified as noxious by municipal and provincial regulations (e.g., buckthorn, dog strangling vine, wild parsnip, giant hogweed, etc.).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.1.2 WATERING			
Class A	Class B	Class C	Class N
Daily, 4.5 cm per watering in spring, summer and fall for all sites equipped with irrigation system.	Daily, 4.5 cm per watering in spring, summer and fall for all sites equipped with irrigation system.	None.	None.

4.3.1.3 EDGING			
Class A	Class B	Class C	Class N
Twice monthly.	Monthly.	None	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> As work proceeds, remove all debris produced during the operation. Clean up and remove all debris from site after each work day. 			

4.3.1.4 TOP DRESSING/SEEDING			
Class A	Class B	Class C	Class N
Twice annually, in early spring and early fall, on noticeable bare spots, dead or yellowed turf which exceeds 15 cm in diameter or accumulates to 5% of any m ² is corrected. (Applies to the following locations: 2-metre wide shoulder along each side of recreational pathways, 1 metre along both sides of sidewalks and other pedestrian surfaces and 3 metres along both sides of roadways.)	Once annually in early spring on noticeable bare spots, dead or yellowed turf which exceeds 20 cm in diameter or accumulates to 10% of any m ² is corrected. (Applies to the following locations: 2-metre wide shoulder along each side of recreational pathways, 1 metre along both sides of sidewalks and other pedestrian surfaces and 3 metres along both sides of roadways.)	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Fertilize to promote root development following each top dressing/seeding activity. 			

4.3.1.6 AERATING			
Class A	Class B	Class C	Class N
2 times annually in spring (mid-May) and fall (late Sept.) or as specified by the NCC (additional aeration required for sites with events – see 4.7 and 5.1).	2 times annually in spring (mid-May) and fall (late Sept.) or as specified by the NCC (additional aeration required for sites with events – see 4.7 and 5.1).	One time annually in spring (mid-May).	None.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.3.2 TREES/SHRUBS DECIDUOUS/CONIFEROUS

Includes all trees/shrubs located within the boundaries of this Contract including trees/shrubs that are planted by the NCC during the term of the Contract once the warranty period has ended. The Contractor shall perform the following tasks:

1. The supply of all plant material and products where applicable, safety and Maintenance pruning and trimming, bed cultivating and edging, removing of trees, winter protection, tree protection, and mulching. **For all classes, the Contractor shall not fell, cut, trim, log, damage, destroy or remove any tree/shrub, without prior consent from the NCC.**
2. The Contractor is responsible for identifying all trees/shrubs on the Lands within the boundaries of this Contract which require pruning/trimming and all trees/shrubs on the lands which must be removed. The Contractor will prepare a report which indicates the area, the tree/shrub (or group of trees/shrubs), the task required, whether the task falls within the Contractor’s responsibility or the NCC’s responsibility, and the priority level. Report twice yearly (May and September). Reports must include maps and photographs which clearly outline and define the work requirements.

Note

For Classes A and B: The Contractor shall be responsible for the replacement of young trees/shrubs which die as a result of improper Maintenance and/or lack of/poor Maintenance as per 4.3.2.4. Replacement shall be of same size to a maximum of 110 mm in calliper for deciduous trees and 3 m high for coniferous trees and shrubs. The Contractor shall be responsible for ensuring the health of all replacement trees/shrubs located within the boundaries of the Contract. The Contractor may be required to provide at his/her own expense fertilization and watering on an as required basis for newly planted trees/shrubs.

Class A	Class B	Class C	Class N*
Healthy Specimen Trees/shrubs**, no insect infestation or disease, no dead or broken branches, all sucker growth below crown and weeds around trunk are removed on an ongoing basis. Saucer is free of weeds, edged and clearly defined at all times.	Mix of healthy Specimen** and non Specimen Trees/shrubs***, no insect infestation or disease, minimal amount of dead or broken branches. Sucker growth below crown and weeds around trunk are removed on an ongoing basis (for Specimen Trees/shrubs only). Saucer is free of weeds and edged regularly.	Naturally occurring species: disease and insect infestation controlled as required, some amount of die back. Sucker growth and vegetation around trunk are removed once a year. Remove (by the end of July) all invasive species once a year.**** No saucer around trees.	Tree/shrub allowed to evolve naturally.

* Naturalized lands.

** A Specimen tree/shrub consists of single or multi-stem trunk plant within a turf and/or hard surface area, e.g. within or along, but not limited to, parks, parkways, driveways, roadways, boulevards, pathways, urban open spaces and other maintained areas.

*** Non Specimen Trees/shrubs consist of trees/shrubs within a field or forested area.

**** Invasive species means all exotic invasive vegetation that is identified as noxious by municipal and provincial regulations (e.g., buckthorn, dog strangling vine, wild parsnip, giant hogweed, etc.).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.1 PRUNING/TRIMMING

1. **Safety and Maintenance Pruning:** The Contractor* is responsible for performing all pruning and trimming activities related to safety and Maintenance of all trees and shrubs on the Lands within the boundaries of this Contract. These activities include deadwooding i.e. removing dead or decaying branches (whether resulting from but not limited to the tree/shrub’s normal aging/evolution, the elements, a disease, accident or an infestation caused by pests), establishing clearance corridor so that persons and vehicles can easily see all signage, safely use circulation corridors (e.g. trails, pathways, roads, sidewalks, etc.) and safely use urban/recreational infrastructure and spaces (e.g. lampposts, benches, picnic tables, public parks and spaces, vistas, etc.). Pruning includes cutting back branches or trees/shrubs that encroach on or are too close to neighbouring sites. The Contractor is also responsible to maintain and clear existing vistas annually. However, the Contractor will not be required to prune/trim the dead or decaying branches of trees/shrubs which are located in a forested area provided that they do not constitute a safety hazard (e.g. are far enough from circulation corridors, recreational infrastructures and neighbouring sites that, if/when one of their branches falls, said corridors, infrastructures and neighbours will not be affected).

* All pruning to be performed by certified arborists and in accordance with arboriculture practices (International Society of Arboriculture). Exceptions will be accepted to allow for lifting/clearance of branches for Maintenance requirements. Exceptions will be on a limited basis and the work shall be performed by personnel who are familiar with ISA Best Management Practices for tree pruning. These operations must be approved in advance by CMO and will be limited to providing safe access to Maintenance as well as clearance around NCC and non NCC assets (i.e. pathways). Refer to clearances specified in special requirements (1, 2 and 3).
2. **Time Frame:** The Contractor must perform all pruning/trimming activities within a time frame which is appropriate given the nature of the risk each specific shrub/tree represents. Branches, trees/shrubs which represent an obvious and immediate danger to persons or property must be secured immediately and pruned/trimmed within 24 hours.
3. **Structural and Aesthetical Pruning:** The NCC will only be responsible for all structural and aesthetical pruning/trimming activities. Those activities are related to the appearance, the aesthetic of a woody plant (tree, shrub) and to the development of a structurally sound branch system. This includes crown/canopy thinning, directional or formative pruning, creation of new vista, crown reduction and cabling installation and removal.

Class A	Class B	Class C	Class N
As required for Maintenance and safety; remove all broken, leafless, dead and hazardous branches from trees and shrubs.	As required for Maintenance and safety; remove all broken, leafless, dead and hazardous branches from trees and shrubs.	As required for Maintenance and safety; remove all broken, leafless, dead and hazardous branches from trees and shrubs.	As required for safety, remove all broken, leafless, dead and hazardous branches from trees and shrubs.

SPECIAL REQUIREMENTS

1. Roadway clearances: 5 metres wide on each side and 5 metres high over roadways.
2. Pathway/sidewalk clearances: 1.5 metres wide on each side and 3 metres high over pathways and sidewalks.
3. Turf area clearances: 2 metres high over area (except where natural form of tree/shrub is affected).
4. The CMO shall establish if any wood is to remain in forested areas. If so, wood shall be cut in 1 metre long sections before being dispersed or chipped in accordance with CMO directives.
5. Clean up and remove all debris from site after each work day.
6. Special attention shall be paid to trees/shrubs in all public parks, open spaces and linear corridors including playgrounds; all branches to be trimmed well back to avoid eye injury.
7. All Rosa rugosa are to be pruned 20-25 cm from ground. To be performed annually in Fall. All Cornus and Forsythia (with the exception of the tree form) are to have one third of their branches pruned to the ground. Select all branches of oldest (thickest) wood. All hedges to be trimmed once a year in late June or early July or as per specific requirements and/or as per CMO directions.
8. Emergency pruning/trimming shall be undertaken immediately.
9. Remove candles from Mugo Pines annually or as directed by CMO.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.2 BED/SAUCER CULTIVATING & EDGING

Contractor to protect, redefine as required, and maintain all existing saucers established around the base of trees within the Lands forming part of this Contract. This activity shall include the placement of mulch to a depth of 50 mm within the saucers annually and the enlargement of saucers as required to ensure that a minimum of 30 cm is maintained from the tree trunk to the outside of the saucer. Raised portion of the saucer shall be levelled around all trees when they reach a diameter of 20 cm.

Class A	Class B	Class C	Class N
Twice monthly in spring, summer and fall and/or as required.	Twice monthly in spring, summer and fall.	None.	None.

SPECIAL REQUIREMENTS

1. Clean up and remove all debris from site after each work day and before moving to another site.

4.3.2.3 REMOVAL FOLLOWING NCC APPROVAL

Tree Removal: The Contractor is responsible for performing tree/shrub removal of any and all tree/shrub within the geographical boundaries of this Contract. The CMO will direct the Contractor to remove any tree/shrub which is dead, decaying, is likely to fall and/or is otherwise dangerous, whether resulting from but not limited to the tree/shrub’s normal aging/evolution, the elements, a disease, accident or an infestation caused by pests. Trees/shrubs which are dead, decaying or likely to fall but located in Class N forested areas (provided that they do not constitute a safety hazard) may be left in place. This determination shall be made solely by the NCC, in consultation with the Contractor.

Time Frame: The Contractor must perform tree/shrub removal activities within a time frame determined by the CMO. The CMO will determine a time frame which is appropriate given the nature of the risk each specific shrub/tree represents. Trees/shrubs which represent an obvious and immediate danger to persons or property must be secured immediately and removed within 24 hours.

Class A	Class B	Class C	Class N
Removal as directed by the CMO.	Removal as directed by the CMO.	Removal as directed by the CMO.	Removal as directed by the CMO.

SPECIAL REQUIREMENTS

1. Clean up and remove all debris from site after each work day and before moving to another site.
2. Disposal of diseased trees must be in accordance with all federal, provincial and municipal regulations in this matter.
3. Prior consent from NCC is mandatory before removing any trees/shrubs deciduous/coniferous.
4. Notwithstanding the above, in case of emergency situations, the Contractor must take all appropriate actions to secure the site immediately, including tree removal.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.4 WINTER PROTECTION			
Class A	Class B	Class C	Class N
Install late fall, remove early spring.	Install late fall, remove early spring.	Install late fall, remove early spring.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Install winter protection in order to protect the plants from winter damage to the following: <ul style="list-style-type: none"> All species of coniferous/shrubs/hedges/trees that are susceptible to winter dieback/dying (e.g. mahonia and taxus); As required on deciduous (trees/shrubs) that are susceptible to frost cracks/sunscald; All coniferous/deciduous hedges within 15 metres of all roadways; All other plants requiring winter protection (CMO and Contractor to jointly determine plants requiring protection). The Contractor shall use the appropriate method and type of material for protecting plants. CMO and Contractor to jointly determine plant protection method and type of material. Remove protection as early as weather permits in spring and store at Contractor’s facility. 			

4.3.2.5 TREE PROTECTION			
Class A	Class B	Class C	Class N
Provide, install and readjust annually wire mesh around vulnerable trees (i.e. beavers, rabbits, mice protection).	Provide, install and readjust annually wire mesh around vulnerable trees (i.e. beavers, rabbits, mice protection).	Provide, install and readjust annually wire mesh around vulnerable trees (i.e. beavers, rabbits, mice protection).	Provide, install and readjust annually wire mesh around vulnerable trees (i.e. beavers, rabbits, mice protection).

4.3.2.6 MULCHING			
Class A	Class B	Class C	Class N
Weed twice monthly and/or as required (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	Weed twice monthly (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	No mulching.	No mulching.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Apply/spread Canada No. 1 fine cedar mulch (see 4.8.1.5.1 for details). For quantity refer to 4.8.1.5.1. 			

4.3.2.7 TREE AND SHRUB STUMPING			
<p>Trees and/or shrubs felled in Class A, and B areas <u>must</u> be stumped. When determining if stumping is necessary in Class C or Class N, the NCC will consider the following;</p> <ol style="list-style-type: none"> Does the stump poses a safety risk or tripping hazard. Does the stump interfere with maintenance operations. 			
Class A	Class B	Class C	Class N
Remove all stumps before the end of August by grinding the stump to a depth of 15cm below existing grade.	Remove all stumps before the end of August by grinding the stump to a depth of 15cm below existing grade.	Remove stumps only if <u>directed by the CMO.</u>	Remove stumps only if <u>directed by the CMO.</u>

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY			
4.3.3 ANNUALS, BULBS AND PERENNIALS			
Includes all annuals, bulbs and perennials (including ornamental grasses).			
Class A	Class B	Class C	Class N*
<p>Plants are healthy, vigorous, well-rooted, and are of superior size.</p> <ul style="list-style-type: none"> • Bulbs are of “top size” (tulips 12 cm and up). • Perennials: 6 in. to 1 gal. pots. <p>Annuals, bulbs and perennials are of very high quality; dying, discoloured, damaged, diseased and/or insect infested or rogue plants are removed and replaced.</p> <p>Any missing plants without exception (vandalism, theft, disease, etc.) are supplied and replaced.</p> <ul style="list-style-type: none"> • Annuals: replace within 1 week. • Perennials: replace within 2 weeks. <p>All plants of same variety are consistent in form, size and spacing.</p> <p>All weeds are removed, soil kept loose and friable borders are clearly defined and edged.</p> <p><u>NOTE</u></p> <p>Inspect and remove daily all debris (garbage, etc.) from flower beds and planters.</p>	<p>Plants are healthy, vigorous, well-rooted, and are of superior size.</p> <ul style="list-style-type: none"> • Bulbs are of “top size” (tulips 12 cm and up). • Perennials: 6 in. to 1 gal. pots. <p>Annuals, bulbs and perennials are of very high quality; dead or discoloured plants that exceed 5% of any m² area are removed and replaced. Disease and/or insect infested plants are treated or replaced.</p> <p>Any missing plants without exception (vandalism, theft, disease, etc.) are supplied and replaced.</p> <ul style="list-style-type: none"> • Annuals & perennials: replace within 2 weeks. <p>Plants of same variety are consistent in form, size and spacing, visible weeds are removed, soil is kept loose and friable, borders are edged.</p> <p><u>NOTE</u></p> <p>Inspect and remove daily all debris (garbage, etc.) from flower beds and planters.</p>	<p>Plants are allowed to evolve naturally, bulbs and perennials meet average industry standard.</p> <ul style="list-style-type: none"> • Bulbs: are of “top size” (tulips 10 cm and up). • Perennials: 4 to 6 in. pots. <p>Disease and insect infestations are controlled as required.</p> <p>Replacements: Bulbs: fall Perennials: beginning or end of growing season</p> <p>Competing weeds are controlled as required.</p>	<p>Plants are allowed to evolve naturally.</p> <p>Noxious plants are controlled as required.</p>

* Naturalized lands.

Definitions:

1. Annuals – are herbaceous plants lasting for only one growing season. Also included are ornamental grasses used as an annual.
2. Monoculture bulbs – are bulbs planted for one to two growing seasons.
3. Interplanted bulbs – are bulbs planted among perennials for a prolonged period of time.
4. Perennials – are herbaceous plants which overwinter and persist in the National Capital Region. Also covered under perennials are cold climate ornamental grasses.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3.1 CUTTING BACK OF NATURALIZED BULBS			
Class A	Class B	Class C	Class N
Annually following bloom and wilt.	Annually following bloom and wilt.	Annually following bloom and wilt.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Before cutting, ensure the greater majority of bulb foliage (90%) have wilted and died back. 2. Clean up and remove all debris from site after each work day. 			

4.3.3.2 PLANTING/REMOVAL			
Class A	Class B	Class C	Class N
<p>Annuals in tulip beds: plant annuals after tulip cycle is completed by mid-June at the latest.</p> <p>Annuals in beds with no tulips: plant before June 1st. Water annuals immediately after planting.</p> <p>Spring flowering bulbs: plant every 1 to 2 years in Fall.</p> <p>Perennials: plant May 15th to June 15th or August 15th to October 1st.</p>	<p>Annuals in tulip beds: plant annuals after tulip cycle is completed by mid-June at the latest.</p> <p>Annuals in beds with no tulips: plant before June 1st. Water annuals immediately after planting.</p> <p>Spring flowering bulbs: plant every 1 to 2 years in Fall.</p> <p>Perennials: plant May 15th to June 15th or August 15th to October 1st.</p>	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Lay out annuals, perennials and/or bulbs within the bed before planting. Follow all requirements as per the floral program design planting plans. 2. For perennial beds, minimize foot traffic in bed during planting and Maintenance to prevent soil compaction. 3. Bulbs must be dipped in a controlled indoor environment, prior to planting, with the following product: “Maestro 80 DF”. The Contractor must obtain all federal and provincial licences and permits necessary for this application. See article 3.18. 4. Clean up and remove all debris from site after each work day. 5. Remove all plant material (with the exception of bulbs remaining for next year) in fall. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3.3 WATERING & FERTILIZING			
Class A	Class B	Class C	Class N
Watering every 2 days or more frequently when required as a result of dry conditions. For fertilizing see Special requirements below.	Watering twice weekly or more frequently when required as a result of dry conditions. For fertilizing see Special requirements below.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> If bulbs are to be planted in formal beds, mix fertilizer into soil according to CMO recommendations. If bulbs are not to be disturbed or are not planted in formal beds, the fertilizer will be surface applied in early spring. Use a “soft water nozzle” to ensure that plants are not damaged during watering. For annuals, the fertilizing program should begin at the annuals plantation up to the bulbs plantation and be maintained throughout the growing season. At the time of planting, apply natural fertilizer McInnes Bio-Garden 4-3-6 at a rate of 1 kg per 10 square metres or an NCC approved equivalent. Spring, Summer and Fall or an NCC approved equivalent (an alternative may be requested following a soil analysis (done by the NCC)). During Spring fertilization add Bio-Rock (mineral amendment) at a rate of 8 kg per 100 m² or an NCC approved equivalent. 			

4.3.3.4 CULTIVATING, EDGING & HAND WEEDING			
Class A	Class B	Class C	Class N
Weekly.	Twice monthly.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Bed edges are cut to the full depth of an edging iron (10 cm depth), at a 90° angle. Clean up and remove all debris from site after each work day. 			

4.3.3.5 DEADHEADING, TRIMMING, PINCHING & ROGUING			
Class A	Class B	Class C	Class N
Annuals: daily during bloom; once following bloom. Perennials: once following bloom, except species identified for overwintering of interesting seedheads, fruit, etc. Perennials: at end or start of growing season trim to max. 100 mm height. Interplanted bulbs: trim flower stalk after bloom, trim rest of plant from summer to fall depending on visibility.	Annuals: weekly during bloom; once following bloom. Perennials: once following bloom, except species identified for overwintering of interesting seedheads, fruit, etc. Perennials: at end or start of growing season trim to max. 100 mm height. Interplanted bulbs: trim flower stalk after bloom, trim rest of plant from summer to fall depending on visibility.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Tulips that remain in the bed for a second year are to have the flowers removed immediately following bloom to avoid formation of seed heads. Remove debris from site after each bed is completed or daily if bed is not completed. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3.6 WINTER PROTECTION			
Class A	Class B	Class C	Class N
Installation: fall. Removal: spring. Monoculture bulbs: protection beds within 10 metres of roads and in deer prone areas. Perennials and interplanted bulbs: protect only during first two winters after initial planting.	Installation: fall. Removal: spring. Monoculture bulbs: protection beds within 10 metres of roads and in deer prone areas. Perennials and interplanted bulbs: protect only during first two winters after initial planting.	None.	None.
SPECIAL REQUIREMENTS			
1. Install green wooden snow fencing around perimeter of floral beds and planters as directed by CMO. Sides close to roads to be covered with protective cloth. Fence and protective cloth to be approved by the NCC (other protective measures may be required by CMO).			

4.3.3.7 PLANT DIVISION/THINNING/CONTROL – PERENNIALS			
Class A	Class B	Class C	Class N
Perennials: <ul style="list-style-type: none"> • Thin and/or divide when plants begin crowding. • Relocate as directed by the CMO. • Thin and/or selectively remove species which begin to out compete other desirable perennials. 	Perennials: <ul style="list-style-type: none"> • Thin and/or divide when plants begin crowding. • Relocate as directed by the CMO. • Thin and/or selectively remove species which begin to out compete other desirable perennials. 	None.	None.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY			
4.3.4 NON-DESIRABLE VEGETATION/NESTS/SMALL ANIMALS			
Includes the removal of non-desirable vegetation (including all species of noxious weeds), nests and small animals on all Lands within the boundaries of this Contract.			
Class A	Class B	Class C	Class N*
Inspect weekly and remove as required.	Inspect monthly and remove as required.	Remove as required.	Remove as required.
SPECIAL REQUIREMENTS			
<p>Non-desirable Vegetation</p> <ol style="list-style-type: none"> 1. All chemical applications (see 3.18) are to be in accordance with the provincial regulations of the Ontario Ministry of the Environment or Environnement Quebec. Use only products registered by Agriculture Canada under the <i>Pest Control Products Act</i>. 2. Consult with the CMO to select the appropriate control method and optimum time of application as per recommendations of the Ministry of Agriculture. 3. Remove all species of noxious weeds (including, but not limited to, poison ivy, dog strangling vine, wild parsnip, giant hogweed, etc.) on Lands close to pathways, parkways, high profile and high use areas, close to private properties or near boundaries and/or fence lines. 4. Write all pertinent information on the pesticide application record and keep the NCC informed (see 6.1.14 and Appendix 6-H). 5. All dried plant material to be cut and the surroundings kept clean. <p>Nests/Small Animals</p> <ol style="list-style-type: none"> 1. Remove all bee, wasp and hornet nests posing a risk to the public. Remove all bird nests on lighting fixtures and Components. 2. Capture and remove any small animals (groundhogs) causing property damage (see 3.21). 3. Alternative methods (must be approved by CMO) can be used to control/manage non desirable animals (e.g. application of coyote urine and/or specialized baits). The NCC will supply specialized material except for live traps. The Contractor will provide equipment and labour. 			

* Naturalized lands.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4 Civil Maintenance

The Contractor shall provide all inspection services as detailed in section 4.4 herein and some of the Maintenance services to the Civil assets included in the Contract. The NCC or the owner of a site shall be responsible for the remaining Civil Maintenance work not assigned to the Contractor.

Civil assets include, but are not limited to, the following: roadways and parking lots, walkways, pathways, sidewalks, steps and trails, systems (site lighting and electrical, drainage, plumbing, irrigation and water), fixtures and furniture (concrete, stone, wood, metal, plastic/fibreglass/glass, fabric and canvass), bridges, tunnels, walls and NCC buildings.

The Contractor **must keep a log book** of all Civil Maintenance works related to Civil assets on the Lands which are subject to this Contract.

Also see Appendix 4-D Systems – Plumbing, Irrigation and Water.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.1 ROADWAYS, PARKING LOTS, WALKWAYS, PATHWAYS, SIDEWALKS, STEPS, TRAILS, BRIDGES, TUNNELS AND WALLS

Class B

All Surfaces

- Provide regular sweeping, flushing and blowing of surfaces (see 4.6.1.4 – Waste/Recycling/Cleaning Operations);
- Remove/prune any encroaching vegetation (on curb, between curb and asphalt: (i) 5 m width on each side of all roadways and parking lots; (ii) 5 m over all roadways and parking lots; 1.5 m width on each side and 3 m over all walkways, pathways, sidewalks, steps and trails); see 4.3.2.1 Pruning/Trimming;
- Remove any hazards including fallen trees/shrubs or branches;
- Provide accident clean-up (e.g. remove and dispose of pieces of vehicles and debris; sweeping; removal of spilled fluids, etc.);
- Remove and dispose of all debris from the site after each work day and before moving to another site;
- Ensure a smooth surface transition onto all bridges and ensure that appropriate actions are taken to achieve this goal,
- In case of toxic spill, see article 6.1.8;
- Redefine edges of hard surfaces through the removal of encroaching vegetation on a regular basis, or as directed by the CMO;
- Report deficiencies (using occurrence report with pictures – see Appendix 6-F) as required. Annual summary of deficiencies is required as part of the Annual Capital Work Assessment Report (see 6.1.7).

Asphalt Surfaces

(with the exception of pothole/sinkhole repairs, all other repairs to asphalt surfaces are excluded from Contract – see 1.4.2)

- Inspect daily, report and secure immediately as required any deficiencies (e.g. bumps, cracking, culvert and ditch problems, drainage problems, erosion, flushing, manhole and catch basins problems, pavement edge breaks, rutting, rippling and shoving, slumping, utility trenches, etc.);
- Provide immediate pothole/sinkhole filling services to ensure safety of users.

Concrete/Masonry Surfaces

(curbs, gutters, concrete steps, exposed aggregate, granite sets*, pavers*, interlocks, flag stones, cobblestones, patio stones, etc.)

- Inspect, report and secure as required any deficiencies (e.g. spalling or scaling areas, chipped or broken pieces longer than 8 cm, vertical or lateral settlement between slabs, joints larger than 3 mm in width, masonry units with surface damage, distortions in height/depth over a distance of 3 m, etc.);
- Provide immediate repair services for any emergency situation;
- Sweep stone dust and stabilize mixture or sand as directed by CMO within joints of granite pavers or other paving surfaces to ensure that joints are filled flush with the top of the paver surface.

* The Contractor is responsible to re-set any loose or uneven mega-pavers, granite sets and pavers to ensure public safety.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL
Class B
<p>Includes all electrical infrastructures downstream of the Ottawa Hydro/Hydro Québec electrical meter or demarcation point located on NCC sites and within NCC buildings including, but not limited to: distribution boxes/electrical panels (breakers, disconnects/switches, cables, wire, photocells, timers, relays, transformers, etc.); aboveground and underground electrical conduits; aboveground and underground electrical wiring; light standards (e.g. bases, posts, arms, power outlets, switches, ballasts, fuses, wiring, fixtures, bulbs, and protective fixture casing; and other electrical items (e.g. cords, boxes, alarms, heating and ventilation systems, etc.).</p> <p>The Contractor shall be responsible for all electrical Components found in building or washroom facilities under the responsibility of the Contractor as stated in 4.4.2 paragraph 1. Also the inspection and Maintenance responsibilities of the electrical service rooms inside a building shall be identical to the Maintenance responsibilities of any other electrical service room on NCC Lands as outlined in the Contract.</p> <p>General</p> <ul style="list-style-type: none"> ▪ Inspect, troubleshoot/investigate, repair, secure, and replace electrical and lighting system Components, as required; ▪ Provide locate services within twenty-four (24) hours of notification. Locates to be valid for fifteen (15) days. CMO and Contractor to jointly determine whether locates must be repeated at a given site; ▪ Adjust timers periodically; ▪ Take immediate actions for any emergencies or accidents and take the appropriate action to mitigate or repair the emergency or accident. Inform the NCC of plan of action to mitigate or repair the electrical system; ▪ Ensure proper disposal of hazardous waste (e.g. lamps, ballasts, etc.) in accordance with government regulations; ▪ Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) and the fault is not due to lack of regular Maintenance by the Contractor, the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes), the NCC shall be responsible for amounts in excess of \$500. ▪ Provide meter reading, as required by the NCC; ▪ Malfunctioning electrical systems are to be repaired within eight (8) hours from the time they are reported; ▪ Malfunctioning light units and burned out lights are to be repaired within eight (8) hours from the time they are reported; ▪ All bulbs, globes and lenses are to be inspected weekly and replaced as required. If the problem is not solved with bulb replacement, report to the NCC with plan of action to fix the lighting system; ▪ Provide the services outlined in “Appendix 4-C: Electrical – Spring Annual Maintenance Program”. Spring Annual Maintenance Program must be completed by May 15th of each Year and final reports received at the NCC as well as all deficiencies corrected by June 1st of each Year; ▪ Provide for electrical inspection(s) from the Authority having jurisdiction for all new and remedial electrical work, as specified by the applicable Code(s); ▪ All life safety concerns must be corrected immediately; ▪ Any electrical Component that is under warranty (as specified by the NCC) shall not be subject to the “Spring Annual Maintenance program” as described in Appendix 4-C; ▪ All electrical Components whose warranty has expired shall be subject to the “Spring Annual Maintenance program” as described in Appendix 4-C.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL (continued)

Class B

Reference standards

- The requirements for testing and Maintenance outlined in this document are based on the International Electrical Testing Association Inc. (NETA) document entitled: *Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems, 2007*, supplemented by other standards and codes, where applicable, as follows:
 - NEMA-AB4-2009: *Guidelines for Inspection and Preventative Maintenance of Mounded-Case Circuit Breakers Used in Commercial and Industrial Applications*;
 - All work to be undertaken in accordance with the requirements of CSA’s *2009 Canadian Electrical Code* and the provincial electrical code where the work is undertaken;
 - Contractor to qualify for and maintain full participation in the Electrical Safety Authority’s *Authorized Contractor Program*.

Qualifications

- Testing Organization
 - When work is identified as requiring a “Testing Organization” it shall be an independent, third-party entity regularly engaged in the testing of electrical equipment devices, installations, and systems which can function as an unbiased testing authority.
 - Technicians shall be certified in accordance with ANSI/NETA ETT, Standard for Certification of Electrical Testing Personnel. Each on-site crew leader shall hold a current certification, Level III or higher, in electrical testing; and minimum three (3) years experience in electrical testing, inspection and Maintenance.
 - Contractor to qualify for and maintain full participation in the Electrical Safety Authority’s Authorized Contractor Program.
- Inspection and Testing Personnel (other than Testing Organization)
 - Technicians performing the electrical tests and inspections shall be trained and experienced in the apparatus and systems being evaluated. These individuals shall be capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved. They must evaluate the test data and make a judgment on the continued serviceability or non-serviceability of the specific equipment.
- Submission of Credentials
 - The Testing/Inspection Contractor shall submit appropriate documentation to demonstrate that it satisfactorily complies with these requirements.
 - Documentation to include as a minimum:
 - Company: accreditation, testing organization membership(s): years experience and at least three (3) similar representative projects;
 - Technicians: Proof of accreditation and confirmation of experience and at least three (3) similar representative projects.
 - Test equipment calibration records must be compliant with International Standards Organization ISO 17025 and Standard Council of Canada CAN-P-4D. Dated calibration labels shall be visible on all testing equipment used.

Safety

- Observe and enforce construction safety measures required by *Canadian Construction Safety Code*, the *Occupational Health and Safety Act 2000* and municipal statutes and authorities;
- All Technicians shall wear the appropriate Personal Protective Equipment (PPE) as per CSA Z462.
- All work performed is to be compliant with the laws, rules and regulations applicable, including but not limited to those of the Infrastructure Health and Safety Association (IHSA), the Canadian Standards Association (CSA), the Electrical Safety Authority, (ESA), etc.
- In the event of conflict between any provisions of above authorities, the most stringent provision will apply;
- Ensure electrical equipment is disconnected, isolated, and grounded before carrying out any inspection or Maintenance that represents a safety hazard to personnel.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.3 SYSTEMS – DRAINAGE

Includes catch basins, manholes, underground pipes, sewer grates, ditches, side slopes, embankments, culverts, drainage channels, grate covers, frames, flood gates, inlet/outlets (including all NCC bridges and tunnels), tiles drains, open ditches, subsurface drains, etc.

Class B

NCC Lands

- Inspect, clean, maintain, repair and adjust all drainage systems, including catch basins, manholes, sewer grates, ditches, culverts and drainage channels, etc.;
- Inspect and report (using occurrence report with pictures – see Appendix 6-F) to the NCC any repair and/or replacement required to any part of the drainage system;
- Ensure that all grate covers and frames are securely in place at all times;
- Prevent and/or correct erosion of any surface, ditch, side slope or culvert and inlet/outlet embankments;
- Provide flood control services when required during storm events or in case of water main failures (see 3.20);
- Provide underground locates for the entire drainage system within 24 hours of request. (Locates valid for 15 days. CMO and Contractor to jointly determine whether locates must be repeated at a given site.)
- Grates are to be kept free of litter and obstructions year round.

Non NCC Sites

- Inspect and report to the NCC any damages and/or any replacement required to any part of the drainage system;
- Ensure that all grate covers and frames are securely in place at all times;
- Grates are to be kept free of litter and obstructions year round.

NCC Lands Only

Obstructions that may cause water accumulation in any drainage system are removed immediately (within 24 hours).

Ditch grade lines are uniform and constant in slope.

Water ponding or erosion in ditches or culverts is corrected.

Corrosion, damage or deterioration exceeding 20% of any drainage system is repaired.

Casting, frames or grate covers, which are more than 5 mm above or below the grade of any pedestrian surface or 1 cm above or below the grade of any vehicular surface, must be reset.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.3.1 CATCH BASINS

Class B

Inspect/report annually in spring. Clean/repair and adjust immediately. Confined spaces procedures shall be followed.

SPECIAL REQUIREMENTS

NCC Lands Only

General

1. Ensure unobstructed water flow; remove debris (sand, silt, vegetation, etc.) from drainage system.
2. Clean up drainage system annually in spring, ensuring debris are completely removed from reservoir/sump.
3. Inspect and report to the NCC any damage (including cracks), deterioration, obstruction or adjustments.
4. Inspect surrounding area for erosion or undercutting.
5. Ensure that catch basin is safe for vehicle (including bicycle) circulation.
6. Inspect catch basins and manholes to determine which ones require cleaning. Visual inspections of the system at manholes are done without special equipment.
7. Cleaning and Flushing of sewer pipes: A water truck or flusher truck shall be engaged and used for this activity. This activity ensures that water flows continuously.
8. Ensure that covers are properly secure and that any depression surrounding structures be repaired using asphalt patch (see 4.4.1).

Catch Basins

1. Remove all sediments from the basin sump.
2. Clean the seat of the grate and replace with slots at right angles to the curb, where possible.
3. Adjust catch basin elevation by removing or adding shims or report to NCC if casting requires replacement.
4. Inspection will require:
 - Clean catch basins (CB) periodically to maintain their ability to trap sediment, and consequently their ability to prevent flooding;
 - Remove sediment, decaying debris, and water from catch basins.
5. Inspect catch basins at least annually to determine if they need to be cleaned. Typically, a catch basin should be cleaned if the depth of the deposits is greater than or equal to one-third the depth from the basin to the invert of the lowest pipe or opening into or out of the basin.

Manholes

1. Adjust manhole elevation by removing or adding shims or report to NCC if casting requires replacement.

Culverts

1. Report to NCC all damages or failure to culverts.
2. Adjust culvert elevation in comparison to flow line of drainage channel.
3. Remove material or accumulated debris from inside culvert.

Note: Culvert Maintenance may include the removal of accumulated debris and the reinforcement of eroding inlets and outlets, but does not include the replacement of damaged or destroyed bevel ends. The replacement or repair of culverts requires an NCC design and approval due to timing if it is a fish passage.

Ditch Drainage Channels

1. Ensure that water flow in ditches is not constricted in any way.
2. Empty regularly clean-outs, especially at culverts inlets and outlets to reduce sedimentation.
3. Ditch work shall be undertaken during the dry months.
4. During ditch inspection, look for areas of the ditch that consistently fill over time and constrict water flow, usually at an obstruction or a sudden decrease in gradient. Clean out these sections first to see if improvements to water flow are adequate.
5. If ditches and sumps are refilling with sediment on a regular basis, erosion control will be required and the NCC should be contacted to design the next steps.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.4 SYSTEMS – PLUMBING, IRRIGATION AND WATER

Includes the following:

- **plumbing:** decorative and drinking fountains (provided by the NCC – see 1.4.2), park/building plumbing (including opening and closing), underground/aboveground water and sewer lines, pumps, pit toilets (including start-up, shut-down, pumping and cleaning), washroom facilities, etc.; **for potable water distribution see 4.4.4.1 Potable Water Outlets (including drinking fountains);**
- **irrigation:** pump systems, irrigation controls, lines, irrigation heads (including underground), control panels, etc.
- **In any circumstance, the Contractor must provide services unless he/she can demonstrate to the NCC that the work required is Capital work.**

For all seasonal water systems (4.4.4.1 to 4.4.4.6) the Contractor shall be responsible to activate them as soon as frost is out of ground and ensure shutdown in Fall.

Plumbing

- Inspect in Spring, clean, repair, maintain, replace as required all Components including, but not limited to, pumps (powered by electricity, diesel or gas), intakes, pipes, gaskets, sprinklers, nozzles, valves, valve boxes, wheelmoves, and trickle irrigation systems. Install (including winterizing and protection) and operate plumbing system. For more details on Maintenance procedures, see Appendix 4-D;
- Test drinking water twice yearly; **see 4.4.4.1 Potable Water Outlets (including drinking fountains);**
- Provide immediate repair services for any emergency situation or act of vandalism (notify NCC of any repairs);
- Ensure that all systems and Components including, but not limited to, pumps (powered by electricity, diesel or gas), intakes, pipes, gaskets, sprinklers, nozzles, wheelmoves, pivot systems, and trickle irrigation systems are maintained according to applicable codes, regulations and preventative Maintenance programs;
- Provide portable toilets and hand wash stations (see Appendix 4-D, Portable Toilet Management) in replacement of any deficient toilet facilities or when washroom facilities are to be out of service for a period of over 24 hours;
- Provide water services for special events from the on-site system (**see 4.4.4.1 Potable Water Outlets (including drinking fountains);**);
- Provide underground locates of entire system within 24 hours of request (locates valid for 15 days, CMO and Contractor to jointly determine whether locates must be repeated at a given site).

Non NCC Sites and NCC Lands

Irrigation (details in Appendix 4-D)

- Start up and shut down, inspect, clean, maintain, replace (Components), repair and operate irrigation system;
- Ensure that all systems and Components are maintained according to applicable codes, regulations and preventative Maintenance programs;
- Water turf areas and planting beds in compliance with 4.3.1.2 to ensure optimal growing conditions for all plant material (watering to commence after 12:00 am and end before 7:00 am);
- Provide immediate repair services for any emergency situation or act of vandalism;
- Provide underground locates of entire irrigation system within 24 hours after its request (locates valid for 15 days, CMO and Contractor to jointly determine whether locates must be repeated at a given site);
- Find and provide an alternate source of water (hoses, sprinklers, connectors) for any irrigation system breakdown until repairs are completed (maximum 7 days).

Class B

Malfunctioning plumbing or water systems are repaired within 8 hours from the time they are reported.

Corrosion, encrustation or obstructions, which exceed 10% of any valves, traps or other Components, are corrected.

Leaks, breaks, stoppage or gases in any system or Components are corrected immediately.

Pipes and lines are properly covered, concealed or buried.

All sprinkler heads and other such Components are functional and properly aligned.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

All work is to be done as per the requirement of the applicable codes (Canadian Plumbing Code, Gas Code – B249).

4.4.4.1 POTABLE WATER OUTLETS (INCLUDING DRINKING FOUNTAINS)

Class B

SPECIAL REQUIREMENTS

General

1. The Contractor must operate all potable water systems and outlets according to all Applicable Laws and regulations, including the procedures set forth in the Regulation respecting the quality of drinking water as amended or replaced.
2. Test drinking water for quality twice yearly, once after spring opening and once in July and provide the NCC with a written report of the water testing results in accordance with the regulations governed by the province. For Ontario sites only: Test also drinking water in accordance with the Drinking Water Standards from the Ontario Ministry of the Environment. For Quebec sites only: Test according to the standards stated in [http://www.mddep.gouv.qc.ca/c.Q-2, r.18.1.1](http://www.mddep.gouv.qc.ca/c.Q-2,r.18.1.1).
3. At the spring opening and when a problem occurs on NCC's distribution system and on drinking fountains "Non-potable water" signage shall be installed (at each public outlet) until results of sampling confirm that water meets all applicable standards.
4. Subject to the water quality results: If the water quality does not meet the drinking water standards, the NCC CMO and the City of Ottawa or Gatineau water department shall be notified immediately.

For all outlets related to potable water distribution

1. Clean all outlets daily and as required.
2. All drinking connections or piping systems providing potable water to the public must be disinfected and rinsed with water prior to being used by the public.

In addition:

For drinking fountains

1. Activate as soon as frost is out of ground, shutdown in Fall. Inspect/report weekly and maintain/repair as required.
2. Clean basin, nozzle and stand daily and as required.
3. Rinse basin and nozzle with water weekly and as required.
4. Provide and cover fountain with wooden box in fall and remove in spring.
5. Drinking water fountains must be disinfected with 6% bleach and rinsed with water to ensure contamination does not occur at the spigot. Fountains should be disinfected and rinsed with water a minimum of once every two months and at an increased frequency if heavily used. They should also be maintained according to the manufacturer's recommendations.

For systems providing potable water during events and festivals

1. A water test prior to transfer of the site to the user must be undertaken by the Contractor to ensure that the water is potable at the point of connection by the user. Test results must be received a minimum of 72 hours prior to transfer of the site to the event organizer. Immediate actions (including flushing and retesting) must be taken to rectify the situation where tests results do not meet potable water regulations and standards.
2. Any and all quick couplers, spigots or taps that are supplied by NCC and to be used during festivals or events require to be flushed by the Contractor for a duration of 10 minutes for sections of pipe no more than 20 metres long with 6% bleach and to be rinsed with water.
3. All drinking connections or piping systems that are supplied to the user shall be disinfected and rinsed with water prior to being used by the public.

- N.B. 1. For all disinfections, use 6% bleach.
2. Submit all water test results to CMO.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.4.2 DECORATIVE FOUNTAINS (Non Potable Water)
Class B
Activate as soon as frost is out of ground and shutdown in Fall. Inspect weekly, maintain/repair as required and report deficiencies to NCC.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 1. Inspect, report and repair any damaged or deteriorated concrete and other surfaces. 2. Clean basin, nozzle and stand. Clean all Components of decorative fountain. 3. Inspect, assess and report the overall condition of the system. 4. Verify annually and/or change as required items such as belts, oil, lubricants, gaskets, seals, etc. Verify weekly oil level (add oil if required) and general operation of the pump. Remove any foreign material from the system. Follow manufacturer’s recommendations concerning priming, clearing of check valves, operations of switches, and start-up and shutdown procedures. See Appendix 4-D. 5. Recover all coins from fountains and return them weekly to the NCC. 6. The water flowing in decorative fountains is not for drinking. To conserve water, most of these fountains recycle water. The water is chlorinated to a level comparable (according to provincial potable water chlorination level) with swimming pools. The Contractor must treat the water to control algae growth.. 7. The motor and control panel inspection, the float mounted light kits and the aeration diffusers must be inspected and cleaned on a regular basis by the Contractor. Bulb replacement, debris removal from the screen intakes, anchoring adjustments and timer control resetting are common monthly service problems for floating fountains. Air filter replacement, pressure line adjustments, fan and vent replacements are common diffused aeration system problems.

4.4.4.3 OUTDOOR FAUCETS
Class B
Activate as soon as frost is out of ground and shutdown in Fall. Inspect twice annually and report/maintain/repair/replace as required.

4.4.4.4 IRRIGATION SYSTEMS
Class B
Activate as soon as frost is out of ground and shutdown in Fall. Inform NCC of the opening and shutdown dates. Inspect (weekly), open/close (as required) and report/maintain/repair as required.

4.4.4.5 IRRIGATION PUMP STATION
Class B
Activate as soon as frost is out of ground and shutdown in Fall. Inspect weekly, repair/replace Components as required and report to NCC deficiencies.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 1. Inspect and assess the overall condition of the system. 2. Maintain the irrigation pump station as per manufacturer’s Maintenance manual. This includes, but is not limited to: <ol style="list-style-type: none"> a. Verify annually and change as required items such as belts, oil, lubricants, etc. b. Verify weekly oil level (add oil if required) and general operation of the pump. Remove any foreign material from the system. c. Follow manufacturer’s recommendations concerning priming, clearing of check valves, operations of switches, start-up and shutdown procedures. d. Verify voltage and amperage draw of equipment.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.4.6 WASHROOM FACILITY

Class B

Activation: Annually, as soon as frost is out of ground.

Ongoing Maintenance: Open daily at 8 am; inspect and clean three times daily: at 12 noon, 4 pm, and at closing at 9 pm or when dark (in one half hour increments). Additional clean-up must be performed immediately when inappropriate conditions occur or are observed and/or reported.

Shutdown: Annually in late October.

SPECIAL REQUIREMENTS

Activation

1. Inspect system for damage, breaks.
2. Repair or replace defective, damaged or broken parts.
3. Clean all surfaces with water and germicide (germicide must be EcoLogo certified) including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters, sinks, etc.
4. Provide toilet paper, paper towels, soap, etc.
5. Activate system.
6. Verify for leaks.

Ongoing Maintenance

1. Inspect and repair, replace defective or damaged or broken parts. Repair any breaks or leaks.
2. Clean all surfaces with water and germicide (germicide must be EcoLogo certified) including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters.
3. Replenish toilet paper, paper towels, soap, etc. as required (when inspecting) during the day.
4. Remove spider webs, sweep and disinfect.
5. Remove and dispose of garbage from waste containers.

Shutdown

1. Drain system (if required).
2. Blow air through all systems to empty lines. Use low pressure to protect asset from any damage.
3. Insulate where required.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.5 FIXTURES & FURNITURE

Includes but not limited to all concrete and iron pipe railings, wrought iron/masonry fences/walls, chain/post fences, chain link fences, page wire fences, snow fences, wood log and concrete post fences, guardrails and bridge railings, handrails, display information boards, BBQs and ash receptacles, gates, barricades, bollards, bicycle racks, bumpers, window boxes/awnings, watercraft/watercraft furniture, decorative edging, fountains (drinking and decorative), benches, garbage receptacles, picnic tables, animal proof receptacles, flower and tree planters, light standards, concrete medallions and courtyard identification markers, signs (NCC responsible for providing regulatory, Federal Identity Program and information signs – see 1.4.2), and bronze site identification plaques located within the boundaries of this Contract and under the ownership of the NCC (see Part II GIS maps for details).

General (NCC fixtures and furniture only)

- Inspect, repair, maintain and replace any fixtures and furniture (including the supply of all parts and materials);
- Ensure that fixtures and furniture are clean and free of hazards; remove disfigurement, marking or surface stains;
- Maintain the functionality of fixtures and structures and ensure that all fixtures and structures are properly secure at all times;
- Remove any graffiti;
- Paint and/or stain the entire surface of all fixtures and furniture requiring painting once each year before July 1st;
- Re-finish and re-paint any blistering, cracking or flaking paint or other protective finishes on any Component;
- Provide transportation and installation of any furniture that may be displaced (after its initial installation) on an occasional basis;
- Provide, install and takedown new or unused snow fence;
- Ensure that all gates open 180 degrees;
- Replace and repair all damaged fence wires, steel posts and missing or broken gate hardware;
- Level and adjust for height all fixtures and furniture;
- Clean, inspect and replace (when damaged or no longer reflecting light sufficiently) reflective surfaces on bollards, bumpers and barricades;
- Clean (with glass cleaner) once a month, year round, all outside surface glazing of display information panels;
- Remove once yearly any encroaching vegetation from fences and gates.

Class B

Concrete/Masonry Components

Noticeable cracks greater than 5 mm in width are repaired.

Noticeable spalling or scaling areas are corrected.

Noticeable chipped or broken pieces are repaired.

Exposed reinforcing is corrected.

Efflorescence or eroded/sandy joints, which exceed 10% of any linear metre or 10% of any m² area, are corrected.

Wood Components

Pieces that display rot, decay or damage are replaced.

Metal Components

Rusted, corroded or unprotected exposed surfaces are repaired.

Holes and hazardous, abrasive or sharp edges are corrected.

All indentations are repaired.

Holes, cracks, fractures, breaks, bends, loose paint, corrosion, exposed surfaces, buckling or loose pieces are repaired.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Class B
Plastic/Fibreglass/Glass Components
Holes, cracks, fractures, or punctures are repaired or Components replaced.
Abrasive or sharp edges are repaired or Components replaced.
Warped or bent Components are repaired or replaced.

4.4.5.1 FURNITURE GENERAL (CONCRETE, WOOD, METAL, PLASTIC, FIBREGLASS, GLASS, FABRIC, CANVASS)
Class B
Inspect twice monthly and maintain/repair/replace Components as required.

4.4.5.2 SIGNS (REGULATORY, FEDERAL IDENTITY PROGRAM AND INFORMATION)
Class B
Inspect monthly and maintain/repair/replace as required.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 1. Ensure that sign sight lines are clear of any obstructions by cutting vegetation, removing snow banks or accomplishing any other required work. 2. Reinstall or replace any downed, bent, missing or broken signs. 3. Clean all reflecting surfaces and replace any damaged and non-reflecting ones. 4. Clean all signage as required and wax all signage once a year (minimum).
<u>Notes</u>
<ul style="list-style-type: none"> ▪ The NCC is responsible for providing replacement signs (blade and decal); posts are provided at Contractor’s own expense; ▪ The Contractor is not responsible for providing Maintenance, repairs and graffiti removal on Capital Pathway Signage and Visitor Access Network, Orientation and Attraction Signage. The Contractor is responsible to report to the CMO (on an occurrence report) any deficiencies to those assets.

4.4.5.3 BRONZE SITE IDENTIFICATION PLAQUES AND MONUMENTS
Class B
Inspect weekly, clean on a regular basis (minimum twice yearly (spring and fall) and/or as required by CMO).
SPECIAL REQUIREMENTS
Plaques and monuments
<ol style="list-style-type: none"> 1. Clean with water and soft cloth.
Plaques
<ol style="list-style-type: none"> 2. Apply lacquer each year on plaques located along roads and once during the first year of the Contract for the plaques located in natural areas; 3. Type of lacquer: Paraloid B-48 or INCRALAC or an equivalent product approved by the NCC; 4. Verify every year that the plaque’s mounting system is secure.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.5.4 BUILDINGS (APPLICABLE ONLY TO NCC BUILDINGS/ELECTRIC KIOSKS/SERVICE ROOMS) SEE 3.4.4

Class B

Includes NCC buildings and facilities such as electrical buildings, septic tanks, washrooms, shelters, service rooms and other miscellaneous facility structures in various NCC sites (see 3.4.4). The Contractor shall perform the following tasks:

General

- Report any structural damage or deterioration to the NCC such as, but not limited to, surface crack, spalling or scaling areas, exposed reinforcing, rusted, corroded or unprotected metal surfaces, etc.;
- Inspect and report any significant rehabilitation requirements (use occurrence report – see appendix 6-F);
- Maintain the functionality of building and structure Components;
- Operate, clean, paint, repair, replace (Components) and maintain designated buildings and related infrastructure including, but not limited to, ventilation, heating and cooling systems, locks, etc.;
- Ensure a clean, neat and aesthetic appearance;
- Paint all indoor and outdoor surfaces requiring painting once every three (3) years starting with the first year of the Contract Term (CMO and Contractor to jointly determine which surfaces require painting);
- Operate, inspect and provide general repairs to lighting (see 4.4.2), plumbing (see 4.4.4), pumping and heating systems of buildings and ventilation systems and related facilities;
- Inspect, clean, repair and replace outside building Components such as siding, fencing, shingles, windows, doors, flashing, eavestroughings, awnings, canopies, etc.;
- Inspect, clean, repair and replace any inside Components such as receptacles, fans, floors, floor coverings, counter tops, fixtures, walls, partitions, doors, switches, outlets, etc.;
- Remove spider webs from windows, exterior ceilings, light fixtures, under roofs and eaves;
- Ensure that sites are safe for public use.

Note

Prior approval by the NCC is required for any repairs to buildings (especially heritage buildings) included in this Contract. ALL WORKS MUST BE PERFORMED IN ACCORDANCE WITH APPROPRIATE MAINTENANCE SERVICE AND QUALITY STANDARDS.

SPECIAL REQUIREMENTS

Emergency lighting system verified monthly.

Outside and inside Components are inspected weekly and repaired or replaced as required.

Broken or missing shingles, siding, outlets, fixtures and receptacles, are repaired or replaced.

Warped, sagging, rotten or damaged wooden parts are repaired or replaced.

Broken, missing or disassembled parts or Components, including cracked glass or glazing compounds, are repaired or replaced.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5 Snow and Ice Control

The Contractor shall provide all Snow and Ice Control services on Land included in the Contract. The Contractor shall be responsible for removing, hand clearing, sweeping, blowing, plowing, piling, scarifying, melting (salting and sanding), breaking, transporting and disposing (when and where necessary, see Special Site Requirements) of all snow and ice that accumulates on the said Lands.

The Contractor shall provide all snow and ice equipment (vehicles, machinery, shovels, salt boxes, etc.) and all supplies (grit, salt, sand, de-icing material, etc.) required to deliver all Snow and Ice Control services.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

<p>ACTIVITY</p> <p>4.5.1 SNOW AND ICE CONTROL</p>
<p>Class B</p>
<p>Roadways, Parking Lots, Sidewalks, Walkways and Buildings Access Points (entrances, windows at the ground level, patio areas and window wells, exits, doorways, steps, stairs, staircases, ramps, bus shelters, loading docks, lanes, hydrants, supply pipes, venting, electrical panels, receptacles, eaves, fire lanes, garbage receptacles etc.)</p> <ul style="list-style-type: none"> ▪ Remove by 7:00 am and continuously thereafter any snow and ice that accumulates on the full width of any surface (no encroachment on any surfaces shall be permitted, all parking spaces to remain clear at all times, etc.). The maximum allowable accumulation, at any given time, from beginning to end of storm, is 3 cm. ▪ Apply abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Salt and grit are used at most locations with the exception of building entrances and stairs (full width and to a distance of 15 m from doorway). These locations require the application of a special de-icing agent (see item #12 of Appendix 3-A and section 4.7 for details). Remove any excessive abrasive material on a daily basis as well as during the spring clean-up. ▪ Ensure that all designated Lands are accessible on a continuous basis for fire and police emergencies. Remove snow, ice or any obstructions and ensure continuous accessibility to emergency access and exit lanes to buildings as well as access to and 1.5 m around fire hydrants. ▪ Remove drifting snow a minimum of twice daily (before 7 am and before 4 pm). At all times, accumulation cannot exceed 3 cm. Remove windrows immediately. Remove snow banks (including those from third parties – e.g. City of Ottawa and other Contractors). Remove immediately any snow bank that forms in front of a pedestrian access to a building, roadway access point, roadway intersection, parking lot entrance, bus shelter, drop-off zone, taxi stop, municipal or other walkway. ▪ Stockpile snow only in designated areas as determined by the NCC (disposal fee and damages resulting from stockpiling are the responsibility of the Contractor). Dispose of all snow and ice according to applicable federal, provincial and municipal regulations. ▪ Remove snow and ice and provide access (1.5 m wide lane) to and around supply pipes, venting, electrical panels, receptacles, eaves, garbage receptacles, etc. within 24 hours. ▪ Clean up in spring.

<p>4.5.1.1 PREPARATION/DISMANTLING</p>
<p>Class B</p>
<p>Annually before November 1st.</p>
<p>SPECIAL REQUIREMENTS</p>
<ol style="list-style-type: none"> 1. Establish areas of responsibility, boundaries and priorities with the NCC; see Part II – GIS maps. 2. Install/remove all snow fencing. 3. Close/open all stairs, staircases, parks, pathways, etc. that are not maintained during winter (install appropriate signs). 4. Paint markings identifying all catch basins and drains, and place markers to warn equipment operators of obstructions, plowing limits or potential hazards. 5. Provide, transport and place all sandboxes (fill and replenish throughout the season).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5.1.2 ROADWAYS & PARKING LOTS

Class B

As required for each precipitation, seven (7) days a week.

SPECIAL REQUIREMENTS

1. Traffic/regulatory and any other sign to be visible at all times (e.g. obstructing snow banks and/or snow and ice adhering to signs to be removed).
2. **No blowing, plowing, storing or shovelling snow against or onto trees, shrubs, fences, buildings or other amenities.**
3. Any potholes/sinkholes or unsafe conditions to be rectified as they occur.
4. Remove immediately snow and ice banks that encroach on the travelled portion of the roadway or that might hinder the visibility of traffic at intersections.
5. When removing snow banks from turf areas, leave a protective layer of 15 cm of snow to cover the grass.
6. Excessive use of de-icing agents shall only be accepted under severe temperature and/or serious icing conditions. In all cases, the excess material is to be removed immediately.
7. Remove all snow/ice that has been illegally dumped on Lands included in Contract.

4.5.1.3 WALKWAYS, PATHWAYS, SIDEWALKS, STEPS & BUILDING ACCESS

Class B

As required for each precipitation, seven (7) days a week.

SPECIAL REQUIREMENTS

1. Maintain winter pathway (on lawn areas) to provide access to fire and emergency exits. Refrain from using de-icing chemicals on winter emergency access pathway. Sand to be applied on fire exit pathways when slippery conditions prevail.
2. No excessive use of abrasive and de-icing chemicals is permitted, especially where pedestrian traffic tracks material into buildings. A de-icing agent as described in item #12 of Appendix 3-A or other specialized type of abrasive material (see 4.7) is to be used on all NCC and non NCC building entrances (covering the full width of the entrance and for a distance of 15 metres of doorways), steps and stairs. Remove excessive material daily.
3. **No shovelling, plowing, storing or blowing snow against or onto trees, shrubs, fences, buildings or other amenities.**
4. Remove all snow/ice that has been illegally dumped.
5. Sidewalks and entrances to be cleared full width.
6. Ensure that all personnel working near buildings wear approved head protection.

4.5.1.4 FLOOD CONTROL

Class B

Inspect/report all flooding occurrences in fall, winter and spring and control as required.

SPECIAL REQUIREMENTS

1. Control all potential flooding within 8 hours of occurrence.
2. Check and clear all catch basins, storm drains, culverts and drain ways following storms and during mild temperatures.
3. Clear ice, snow and debris away from drain units to ensure proper drainage. Clear drains that are iced or blocked and keep them in good working order (drains to be maintained free of ice at all times).
4. Cut openings in snow banks to allow water to drain into ditches or remove excess water.
5. Keep ends of culverts free of snow and ice.
6. Prior to spring clean-up, clear ditches and drainage channels that are blocked with snow.
7. Complete all preventative spring flood control measures at least 30 days before the spring thaw.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5.1.5 EMERGENCY SERVICES	
Class B	
As required.	
SPECIAL REQUIREMENTS	
1.	Plow 300 cm around fire hydrants.
2.	Leave a 15 cm protective layer of snow for fire lanes which are set onto grass surfaces. Width of said lanes to be 1.5 m.
3.	Fire hydrant, hydrant building connectors and emergency exits shall be accessible at all times. Maintain 1.5 metres wide up to and around fire hydrant.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6 Waste/Recycling/Cleaning Operations

The Contractor shall provide year round Waste/Recycling/Cleaning Operations on all Lands of this Contract. The Contractor shall be responsible for collecting litter and debris, emptying waste receptacles, cleaning fixtures and furniture, sweeping and flushing hard surfaces, bridges and tunnels, removing graffiti and posters from all assets (natural and/or built), removing vegetative and non-vegetative material in spring, and removing spills.

The NCC has set a target of diverting 70% of all waste from landfill by the year 2017. This means that the NCC will be implementing recycling on some portions of its portfolio. This may include (but is not limited to) parks, parkways and government grounds, public facilities, etc. The Contractor shall be responsible for the collection of recycling materials, and ensuring that the materials collected are recycled with a registered hauler and recycler. The Contractor shall keep records of all materials and their destination for audit and performance management purposes.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS

Includes the pick-up, clean-up and disposal of all organic and inorganic waste (solid and/or liquids) present within the geographic boundaries of this Contract (see Part II GIS maps for Contract boundaries). The Contractor shall be responsible for litter and recycling pick-up (including, but not limited to, ground, window wells, open spaces, naturalized lands, hard surfaces, parks, turf areas, decorative water fountains, tree wells, planters, floral/shrub beds, roadways and parking lots, walkways, pathways, sidewalks, steps, trails, terraces, portable ashtrays outside buildings, ponds, water bodies, etc.), litter removal (including, but not limited to, baskets, barrels), spring clean-up, graffiti removal/clean-up (of most surfaces including, but not limited to, walls, bridges, tunnels, posts, signs, trees, etc.), poster removal, odour removal, foreign object removal, leaf raking, blowing and clean-up, removal of illegal dumping, storm clean-up, vandalism clean-up, contaminant removal, accident clean-up, clean-up of illegal dump sites and unauthorized fire pits. The Contractor shall also be responsible for calling upon an approved waste management/recycling company at his/her own expense to transport waste to an approved sanitary landfill site or recycling plant as required.

Class A	Class B
<p>Surface and assets are free of any noticeable stains.</p> <p>Debris, recycling and litter are removed daily.</p> <p>Hazardous obstacles on any asset are removed immediately.</p> <p>Waste and recycling receptacles are emptied before overflowing.</p> <p>Fixture and furniture are inspected and cleaned daily.</p> <p>Hard surfaces are swept and flushed on a monthly basis.</p> <p>Debris or undesirable plant growth or algae in decorative fountains or pool basins is removed.</p> <p>Fallen leaf accumulation is removed as required as per CMO direction and weekly in September, October and November as per 4.4.1.</p> <p>All leaves are picked up by November 15th.</p>	<p>Surface and assets are free of any noticeable stains.</p> <p>Debris, recycling and litter are removed daily.</p> <p>Hazardous obstacles on any asset are removed immediately.</p> <p>Waste and recycling receptacles are emptied before overflowing.</p> <p>Fixture and furniture are inspected and cleaned daily.</p> <p>Hard surfaces are swept and flushed on a monthly basis.</p> <p>Debris or undesirable plant growth or algae in decorative fountains or pool basins is removed.</p> <p>Fallen leaf accumulation is removed as required as per CMO direction and weekly in September, October and November as per 4.4.1.</p> <p>All leaves are picked up by November 15th.</p>

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1.1 LITTER & DEBRIS	
Class A	Class B
Collect twice daily including weekends and holidays, before 9 am, after 12 noon but before 2 pm and as req'd year round.	Collect daily, including weekends and holidays, between 6 am and 9 am and as required year round.
SPECIAL REQUIREMENTS SEE CLAUSE 3.19 WASTE DISPOSAL	
<ol style="list-style-type: none"> 1. Pick up and remove all organic and inorganic materials, including, but not limited to, paper, glass, plastic, metal, condoms, syringes, leaves, cigarette butts, small animal carcasses, animal excrement and illegal dumping from all sites, including along all pathways. All collected debris (including, but not limited to, condoms, syringes, excrement, etc.) should be disposed of at a designated disposal facility in accordance with <i>City of Ottawa, province of Ontario</i> and all federal regulations pertaining to this matter. <ul style="list-style-type: none"> ▪ Cigarette butts to be removed from hard surfaces (roadways, parking lots, etc.) and soft surfaces (fields, turf areas, plant beds, etc.). Also, take special care (more often) of areas such as doorways, steps and smoking areas. ▪ Leaves, twigs, branches, etc. require special attention during the spring and fall seasons. If mulching equipment is used, leaves must be totally shredded and must disappear (i.e. blend into) grass. ▪ Small animal carcasses (e.g. groundhogs, skunks, rabbits, birds, etc.) are to be removed and to be disposed of in accordance with all municipal, provincial and federal regulations. Any abnormal situation, such as a high incidence of mortality of the same species, shall be reported to the NCC. Carcasses which the Contractor suspects may be infected with rabies (i.e. raccoons) and other large dead animals (i.e. deer, bears) which are seen should be reported to the NCC Conservation Officers. They will remove and dispose of them. (See 3.21.) ▪ Hard surfaces to be swept/flushed and granular walkways and laneways to be raked to remove litter/debris residue and stains. ▪ Cold ashes to be removed from fireplaces and barbecues. 	

4.6.1.2 WASTE AND RECYCLING RECEPTACLES	
Class A	Class B
Waste and recycling receptacles are emptied before overflowing.	Waste and recycling receptacles are emptied before overflowing.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Garbage bags to be black, brown or green in colour. Recycling bags must be clear. 2. Remove immediately (not at the end of the day) garbage and recycling bags from site once they are out of basket. 3. Wipe clean the exterior of each waste and recycling container at least once a week and clean interior monthly. 	

4.6.1.3 OUTDOOR FIXTURES AND FURNITURE	
Class A	Class B
Inspect/clean daily in spring, summer and fall and clean as required year round.	Inspect/clean daily in spring, summer and fall and clean as required year round.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Inspect outdoor fixtures and furniture for dirt, stains and animal excrement. 2. Wash all soiled surfaces with a detergent and water solution. Rinse with clear water. Wipe off excess water with a clean, dry cloth (not to be washed with high pressure system, unless approved by the CMO). 	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1.4 HARD SURFACES	
Class A	Class B
Sweep and flush bi-weekly and as required (for roadways, walkways and sidewalks) in Spring, Summer and Fall. Pathway surfaces are to be swept and flushed in Spring before May 1 st . Sweep and flush pathways as required in Spring, Summer and Fall. Leaves are removed once a week in September, October and November.	Sweep and flush bi-monthly and as required (for roadways, walkways and sidewalks) in Spring, Summer and Fall. Pathway surfaces are to be swept and flushed in Spring before May 1 st . Sweep and flush pathways as required in Spring, Summer and Fall. Leaves are removed once a week in September, October and November.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Inspect roadways and parking lots, sidewalks, walkways and pathways for grit and debris and remove them. 2. Remove stains as required (i.e. flush and/or pressure washing with appropriate soaps or chemicals). 	

4.6.1.5 GRAFFITI (ON NCC ASSETS ONLY)	
Class A	Class B
Clean/remove within 24 hours.	Clean/remove within 48 hours.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Offensive/hate graffiti to be cleaned/removed immediately. 2. Clean/remove graffiti from all NCC natural and built assets (roadways, parking lots, sidewalks, walkways, signs, sign posts, steps, buildings, electrical panels, fixtures and furniture, walls, bridges, escarpments, etc.) and restore asset to its original state and condition/standard. 3. Clean the assets using the most appropriate cleaning process (e.g. pressure washer, abrasive blasting, specialized cleaning products) and/or repaint the asset (in part or in whole – to ensure uniformity of colour) if necessary. 4. The Contractor is responsible for the cleaning/removal of “temporary” (e.g. water-based) graffiti on statues and monuments (NCC responsible for the cleaning/removal of “permanent” graffiti on statues and monuments). The Contractor must report immediately to the NCC any “permanent” graffiti. 5. The Contractor is also responsible for the cleaning/removal of graffiti on interpretative elements. 	

4.6.1.6 POSTERS (ON NCC ASSETS ONLY)	
Class A	Class B
Remove immediately on all surfaces.	Remove within 24 hours on all surfaces.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Remove posters and foreign objects from all NCC assets with a non-destructive process. 2. Reinstate any damaged surface (NCC responsible for removal of posters on statues and monuments). 	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1.7 SPRING CLEAN-UP	
Class A	Class B
Remove any organic and inorganic material and perform spring clean-up before May 1 st . Recycle where possible.	Remove any organic and inorganic material and perform spring clean-up before May 1 st . Recycle where possible.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Clean all lawn areas and remove all debris from site, including, but not restricted to, leaves, cigarette butts, paper, containers, boxes, dead vegetation, branches and all non-organic materials. 2. Remove from turf all surplus sand, crushed stone and pea-stone that accumulated during the winter operations. 3. Sweep and flush all hard surfaces as per 4.6.1.4. 4. Remove all caking left on all hard surfaces. All stains are completely removed by April 15th of each Contract Year. 5. All spring clean-up debris are to be removed from site after each work day. 6. Waste and litter are removed on a daily basis throughout the snow melting period. 	

4.6.1.8 SPILLS (see 3.17 and 6.1.8)	
Class A	Class B
Remove immediately.	Remove immediately.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Control/remove any spills by spreading an absorbent material, removing the material after its use and disposing of it in a safe and appropriate manner in compliance with all municipal, provincial and federal regulations. 	

4.6.1.9 BRIDGES AND TUNNELS	
Class A	Class B
Clean and flush structures twice yearly in spring and fall.	Clean and flush structures twice yearly in spring and fall.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Remove all sand, debris and salt accumulations on bridge deck (sweep/wash) as well as any graffiti from tunnels and surfaces, walls, railings and under-side of bridges. 2. Using high-pressure water, thoroughly clean expansion joints, drains, walls (including bridge abutments and wing walls), bearing seat on abutments, piers, railing curb and railing posts at base plates. Expansion joints to be cleaned before May 15th and again after October 1st of each Contract Year. 3. Inspect and report any other anomalies or deficiencies to NCC. 	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7 Special Site Requirements

The Contractor shall provide at his/her own expense additional Maintenance services to specific sites as indicated in this section. **These services are in addition to, and not a substitution for, any other service requirements indicated in this Contract.**

Note

- All costs (labour, Equipment and material) associated with the special requirements indicated in this section are to be reported against the applicable site.

4.7.1 Aviation Parkway

Landscape Maintenance

-
- Water thoroughly in spring to remove all salt deposits and water on a regular basis all planted trees along the parkway.

Civil Maintenance

- Verify and repair as required with a cement filler the pathway between Hemlock and Montreal Road (large surface cracks appear suddenly in dry weather).

Note

- Railing on transitway overpass near Highway 417 is included in Contract. Contractor to maintain and repair railing at his/her own expense.

4.7.2 Diplomatic Precinct

- No special site requirements.

4.7.3 Lady Grey Drive

Snow and Ice Control

- Plow access roadway up to the gates leading to the inside of the National Gallery property including the walk between the Gallery loading dock entrance and the parking lot entrance that leads to Sussex;
- The road from Lady Grey down to the boat house is not the Contractor's responsibility at this location. Do not block this roadway entrance with snow banks.

4.7.4 Laurier House

- Summer: No ride-on mowers shall be used at this site. Winter: A ride-on or walk behind blower is allowed;
- No vehicles are allowed to park on or drive over the concrete pads or walkways (short term stopping on asphalt (not concrete) to unload equipment is allowed; access to yard with vehicle given on a case per case basis – i.e. plant bed maintenance);

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Sand is the primary product used at this site (Enviromelt (or substitute approved by NCC) may be used in extreme conditions; residual material to be removed daily).

4.7.5 283 Chapel Street

Landscape Maintenance

- Summer: No ride-on mowers shall be used at this site. Winter: A ride-on or walk behind blower is allowed;

Snow and Ice Control

- Sand is the primary product used at this site (Enviromelt (or substitute approved by NCC) may be used in extreme conditions; residual material to be removed daily).

4.7.6 Rideau Centre Terrace

General

- Maintain the Rideau Centre roof top terrace and Nicholas Street ground level section.

Landscape Maintenance

- Maintain floral beds and remove plant material in fall;
- Open, maintain, water on a regular basis as required and close the irrigation system;
- Thin out and cut back trees and shrub beds as required.

Civil Maintenance

- Maintain lighting on a year round basis;
- Maintain furniture on a year round basis;
- Visit the site once a week from November 30th to March 31st to verify the operation of the lighting system, condition of furniture and condition of trees and shrubs.

Waste/Cleaning Operations

- Pick up and dispose of sand and grit on hard surfaces left behind by the Rideau Centre staff. Timings to be worked out by both parties (spring clean-up only).

Notes

- Rideau Centre supplies and plants floral plant material;
- Rideau Centre is responsible for emptying waste baskets from November 30th to March 31st each year.

4.7.7 Rideau Falls and Green Island Park

Civil Maintenance

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- With respect to the Commonwealth Air Force Memorial Monument fountain located on Green Island, the provisions of 4.4.4.2 shall not apply. The Contractor's only responsibility is to turn on (spring) and turn off (fall) the water supply.

Snow and Ice Control

- Install, remove, repair, replace stored and/or missing winter markers in the receptacles around the Commonwealth Air Force Memorial Monument (fountain) located at Green Island. Markers are installed each fall and removed each spring. The NCC will provide the markers.

4.7.8 Rockcliffe Park

General

- Provide a waste recycling program consisting of the collection, storage and disposal of recyclable materials.

Landscape Maintenance

- Water thoroughly in spring to remove all salt deposits and water on a regular basis all planted trees in the park.

Civil Maintenance

- Open the pavilion and one way roadway into park mid-April for the summer season and close both pavilion and roadway November 1st;
- Maintain washroom facilities (this includes activation, ongoing maintenance and shutdown services (see 4.4.3.6)):
 - Hours of operation: May 1st to October 15th from 9 am to 7 pm (or until dark), 7 days a week;
 - Major clean-up is completed twice daily, 7 days a week;
 - Minor clean-up as required on a continual basis, 7 days a week;
 - Contractor provides all supplies such as hand soap, toilet paper, etc.;
 - Contractor to provide a suitable number of portable washrooms (including wheelchair accessible ones) if permanent ones are closed for more than 24 hours.
- Provide Maintenance services for the two water fountains located in the park;
- Open (7:00 am) and close (10:00 pm) the entrance and exit gates to the park each day from April to mid-November. Appropriate signage will be installed at entrance and exit to park informing visitors that park closes at 10:00 pm each night. The Contractor shall locate vehicle owners that remain after 10:00 pm and request that they leave the park. When the owner of a vehicle cannot be found or for any safety issue (e.g. owner refusing to leave), the Contractor shall contact an NCC Conservation Officer who will then clear the park with the assistance of the Contractor;
- Repaint concession floor (located under the Tea House) each year in May.

Notes

- The water line feeding into the park is located above the frost line; said line to be opened late spring and closed early fall (CMO to determine opening/closing dates);

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Permanent picnic tables require constant maintenance (sanding, painting, replacement of table top and/or seat, etc.);
- Rockcliffe Park is a high use site requiring constant monitoring and additional waste pick-up and removal;
- There are approximately 100 wedding celebrations/special events taking place each year at the park. The Contractor is responsible for ensuring that the site and the Pavilion are clean and well maintained before, during and after each event.

4.7.9 Rockcliffe Parkway

Landscape Maintenance

- Water thoroughly in spring to remove all salt deposits and water on a regular basis all planted trees along the parkway.

Civil Maintenance

- Provide the maintenance (clean, paint, repair, etc.) of the retaining wall and of five ornamental archways along the parkway (between Rockcliffe Park and Hillsdale Road);
- Provide the maintenance (clean, sand, paint, repair, replace Components, etc.) of all of the roadway railing (black tubing, steel cable and bridge railing) along the parkway;
- Grade the Rockcliffe Parkway pathway along the river once monthly and after each storm;
- Remove any asphalt pieces that have crumbled away from the shoulder of the roadway;
- Blair Road Boat Launch: Grade parking lot and launch area once monthly and after heavy rain.

Waste/Cleaning Operations

- Provide Maintenance of dry toilet at P8 all year round:
 - Inspect and repair, replace defective, damaged or broken parts;
 - Sweep, disinfect and clean all surfaces with water and germicide, including floors, ceilings and walls;
 - Replenish toilet paper as required (when inspecting) during the day;
 - Remove spider webs;
 - Require one or two pumping when holding tank reaches 75% of its capacity.

Note

- Rockcliffe Parkway is a high use site requiring constant monitoring and additional waste pick-up and removal.

4.7.10 Rockcliffe Rockeries

Civil Maintenance

- Open (early April) and close (mid-December) the water supply to boat house (cut off valve located at Rockeries; water meter located on Acacia Road; CMO to confirm scheduling).

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Note

- There is an elaborate floral display at the Rockeries. The Contractor is responsible for the maintenance of the entire floral display at the site.

4.7.11 Official Residences

General requirements

Rideau Hall is open to the public year round and hosts a variety of State and special events (e.g., day and evening ceremonies, press conferences and national TV broadcasts). 24 Sussex and 7 Rideau Gate are not open to the public but also host special events. The Official Residences are some of the most prestigious sites in the National Capital Region.

Contractor employees (including subcontractors) working on this site shall obtain security clearance as per 2.15.15. The Contractor shall also obtain a security access pass for each of the vehicles used to provide services at the Official Residences.

The contractor must be prepared to cease operations and remove employees and equipment from the site when requested to do so by the NCC. Such a request would only be made if it is necessary to accommodate a special event or function that may take place on the site. The NCC will give the Contractor as much warning as possible when and if this becomes necessary. The Contractor's flexibility is essential, due to the politically sensitive nature of the events that take place on this site.

Snow and Ice Control

- All debris in the path of snow clearing equipment shall be picked up and not shredded or pushed into a snow pile. All the litter picked up will be removed from the site at the contractor's expense.
- The refueling of all equipment shall only be done in the designated parking location. The fuel containers are not to be moved from this location except when leaving the site. A fully functional chemical fire extinguisher shall be present at the refueling location.
- In addition to the provisions of 3.4.1, the following shall apply;
 - The noise level of the equipment must be kept at the manufacturer's specifications but equipment of an extremely loud level will subject to approval by the NCC.
 - All regular maintenance and lubrication shall be done off site.
 - Small adjustments and minor repairs may be allowed at the designated parking location.
 - Should a breakdown occur the equipment shall be removed and repaired off site. The NCC representative must be informed if this happens.
- In addition to protective footwear, Personnel performing snow clearing around the buildings will be required to wear a safety helmet. Hand snow blower operators will be required to wear appropriate ear and eye protective equipment.
- Snow banks higher than 1 m are to be removed when and as directed by the NCC Official Residence Division representative (average three times per season).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Remove snow and ice banks that encroach on the travelled portion of the roadway or that might hinder the visibility of traffic at intersections.
- Temporary snow storage sites at Rideau Hall are indicated on the contract maps. Others may be designated by the NCC Official Residence Division representative.
- Temporary snow storage is very limited at 24 Sussex. Snow which must be removed from 24 Sussex can be left at the Rideau Hall location(s) previously mentioned.

Contrary to the provisions of 4.5.1.4 and uniquely at the Official Residences sites, the following shall apply;

- NCC Official Residence Division staff will maintain flood control, cut openings in snow banks to allow water to drain into ditches, culverts, drains, catch basins, etc.
- NCC Official Residence Division staff shall install and remove road, path, and drain markers where required.
- NCC Official Residence Division staff shall identify with the contractor on site all catch basins and drains, and place markers to warn equipment operators of obstructions, ploughing limits or potential hazards.

Contrary to the provisions of 4.5.1 and uniquely at the Official Residences sites, the following shall apply;

- During snow events that occur between the hours of 7am – 3pm the NCC Official Residence Division representative will communicate with the Contractor on an on-going basis. If the snow accumulation is 4cm or less there will be no requirement for the Contractor to clear the snow. However, 5cm or more will require the Contractor to provide the Services herein described.
- During a freezing rain event, the Contractor is to provide the Services herein described until the end of the event, regardless of the accumulations.

Snow and Ice Control before or during Special Events

As previously mentioned, the Official Residences are often used as the site of important ceremonies, events and receptions. On average, there are 12 such events that take place every year. In the vast majority of cases, the dates and times of the events are known in advance to the NCC Official Residences staff. Any additional snow and ice control that may be required outside the hours of operation previously referenced (in the evening, for example) or any services requested by the NCC Official Residences staff over and above those previously referenced and described in this Contract, shall be provided as per the Hourly cost/Unit prices of the Standing Offer Agreement that forms part of this Contract.

4.8 Special Maintenance Programs

4.8.1 Floral Program (see 4.3.3)

4.8.1.1 General Requirements

The Contractor shall be required to implement a floral program in accordance with NCC Landscapes and Design specifications (see 1.4.2). The Contractor shall provide at his/her own expense all plant material, transportation, soil preparation,

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

planting, Maintenance, fall removal and installation of winter protection. All plants purchased by the Contractor shall be in accordance with all standards as set out in the Canadian Nursery Trades Association, seventh edition, Canadian Standards for Nursery Stock as well as the annual and bulb specification requirements (see appendix 4-A). The Contractor acknowledges that the NCC may at its sole discretion decide to inspect in advance at the greenhouse all plant material that has been ordered by the Contractor. The Contractor shall replace at his/her own expense any plant material that has been deemed unsuitable by the NCC.

The Contractor shall have at least one field employee available for the duration of this Contract, who is certified as having successfully completed his/her post-secondary training in horticulture, plus has at least one (1) year of relevant horticultural work experience in the field.

Other supportive field employees shall have appropriate experience and skills to perform the duties of the Contract with supervision. They shall have at least one (1) season of experience in summer Maintenance of annual floral displays (such workers must be supervised at all times by horticulture-trained and certified employees).

4.8.1.2 Detailed Requirements

The Contractor shall provide all services related to the Floral Program as indicated in this section (4.8.1.2), in section 4.3.3 and in appendix 4-A. The Floral Program consists of:

- Annuals in beds¹ – approximately 1,973 plants;
- Tulips in beds – approximately 8,850 tulip bulbs per year, excluding those in turf areas and fields;
- Bulbs and perennials in turf areas and fields (minimal maintenance).

¹ total bed surface area = 701 sq. m.

Requirements in variance with these estimates shall be treated as “alterations” in accordance with 2.3 of this Contract.

4.8.1.2.1 Annuals in Beds

- In fall, order annuals from supplier;
- In winter, inspect annuals on a regular basis at nursery;
- In spring, remove protective snow fencing around beds;
- Receive annuals from plant supplier(s) and plant them;
- During growing season, maintain annual beds (see 4.3.3);
- In late summer or early fall, remove annuals.

4.8.1.2.2 Bulbs in Beds

- In fall, plant bulbs (only in beds that require new bulbs);
- In late spring, remove bulbs (only in beds that require new bulbs);

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- During the growing season, maintain as per 4.3.3;
- The NCC shall identify which beds of bulbs are to be removed;
- In early fall, install snow fencing (with burlap) around all beds

4.8.1.2.3 Perennials in Beds.

- In late spring and after flowering, cut stems;
- During growing season maintain perennial beds (see 4.3.3);
- In early fall, install snow fencing (with burlap) around all beds;
- Planting of new material is excluded from Contract.

Turf Areas and Naturalized Fields

- In late spring and after flowering, cut plant (planting of new material is excluded from Contract).

Note:

The NCC may, at its sole discretion, change the proportion of bulbs, annuals and/or perennials used in any or all of the beds identified in this Contract. Such changes will in no way diminish or modify the Contractors Maintenance responsibilities. Such changes will be made without any supplementary cost to the NCC.

4.8.1.3 Floral Committee

The Contractor shall be an active member of the NCC Floral Committee. As part of this Committee, he/she shall:

- Participate in the evaluation of the program;
- Prepare and submit for Committee approval an evaluation report identifying areas of improvements for the next planting season.

Note:

- Annuals for the first Year of the Term of the Contract are to be ordered by the Contractor in December 2013. The Contractor should use the sample lists provided in order to incorporate the cost related to the said purchase into his/her Proposal.

4.8.1.4 Additional Requirements

4.8.1.4.1 Mulching

The Contractor shall provide and spread 190 m³ of hardwood chips per year. The mulch may be used on any type of bed (i.e. shrub beds, etc.) and the NCC shall identify which sites require mulching.

4.8.1.4.2 Composting

The Contractor shall spread 80 m³ of compost per year at his/her own expense (compost material to be provided by the NCC).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Notes

1. The Floral program is a highly visible and important program for the NCC. The Contractor shall take all necessary measures to ensure a successful program delivery;
2. Annuals: For each Year of the Term of the Contract, are to be ordered by the Contractor in December.
3. Monoculture bulbs: For each Year of the Contract, are to be ordered by the Contractor in August.
4. Interplanted bulbs: No removal required. Refresh beds every 5 years or as directed by CMO.
5. Perennials: The NCC may also wish to adjust the location of perennials, both within beds and between perennial beds. Assume 5% of perennials (cumulatively over all beds) in perennials beds are to be replaced or moved annually.
6. General: All annuals to be replaced on an annual basis except in designated areas where replacement is every two years. All plant debris and soil shall be recycled for compost on a yearly basis.
7. General: The Contractor shall incorporate the cost related to the purchase of replacement or moved material into his/her Proposal.

Reconciliation:

For annuals and bulbs: Reconciliation will take place annually before the end of December.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A
ANNUAL AND BULB SPECIFICATION REQUIREMENTS
(Sample)**

Appendix 4-A is provided as a sample of annuals and bulb specification requirements. Varieties and/or quantities may vary annually.

The Contractor shall provide annually at his/her own expense the following approximate amount of floral material:

TABLE 4-A (1)

Location	Type of display	Planting bed surface area (m ²)	Plant material	Bulbs		Annuals
				Remove each year	To remain for two years	Average quantity every year
Rideau Falls Park: (Peace Garden)	Bed	96	Cortaderia selloana 'Pink Feather'	2 400		12
			Gomphrena haageana 'QIS Red'			156
			Rudbeckia hirta 'Cherry Brandy'			156
			Verbena speciosa 'Imagination'			88
			Trachelium caeruleum 'Devotion Purple'			88
			Ptilotus exaltatus 'Joey'			88
			T. Couleur Cardinal T. Stresa			2 400 2 400
2 Rideau Falls Park: (Iznik Tiles)	Bed	20	Gomphrena haageana 'QIS Red'	1 000		150
			Rudbeckia hirta 'Cherry Brandy'			150
			T. Cosmopolitan			
3 Rockcliffe Rockeries Entry Bed	Bed	61	Angelonia angustifolia 'Serenita Mix'	1 220		322
			Cleome hassleriana 'Spirit Violeta'			163
			T. Tequila Sunrise			915
			T. Burgundy			915
			T. Jan Reus			915
TOTAL		177		8 850		1 373

Note: The Contractor shall ensure the availability of extra plants for replacement in case of vandalism, disease or theft, etc.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A
ANNUAL AND BULB SPECIFICATION REQUIREMENTS
(Sample) (continued)**

Note: The following tables provide a sampling of species required for the floral program. It does not constitute an exhaustive listing of plant material.

TABLE 4-A (2)

Annuals

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Ageratum houstonianum	High Tide Series	15 to 20 cm	8.75(3.5")/1801/18
	Leilani Blue	15 to 20 cm	6.25(2.5")/804/32
	Artist Series	10 to 15 cm	8.75(3.5")/1801/18
Alyssum Lobularia maritima	Wonderland Crystal White	10 to 15 cm	6.25(2.5")/804/32
	Snow Princess	10 to 15 cm	8.75(3.5")/1801/18
Alternanthera dentata	Purple Knight	10 to 15 cm	10-cm pot (4")
	Royal Tapestry	10 to 15 cm	10-cm pot (4")
Angelonia angustifolia	Serena Series	10 to 15 cm	8.75(3.5")/1801/18
Arundo donax	“Variegata”	30 to 38 cm	Gallons
Begonia (Fibrous-Rooted) B. x semperflorens-cultorum	Cocktail Series	10 to 15 cm	8.75(3.5")/1801/18
	Encore Series	10 to 15 cm	8.75(3.5")/1801/18
Begonia (Tuberous-Rooted) B. x tuberhybrida	Nonstop Series	15 to 20 cm	10-cm pot (4")
	Panorama Series	15 to 20 cm	10-cm pot (4")
	Harmony Series	10 to 15 cm	8.75(3.5")/1801/18
Begonia hiemalis	Solenia Cherry	15 to 20 cm	10-cm pot (4")
Begonia x	Dragon Wing Series	15 to 30 cm	8.75(3.5")/1801/18
	Baby Wing Series	15 to 20 cm	8.75(3.5")/1801/18
Canna	Futurity Series	20 to 38 cm	10-cm pot (4")
	Red King Humbert	30 to 38 cm	10-cm pot (4")
	Pretoria	30 to 38 cm	10-cm pot (4")
Carex flagellifera	Toffee Twist	10 to 20 cm	8.75(3.5")/1801/18

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-A
ANNUAL AND BULB SPECIFICATION REQUIREMENTS
(Sample) (continued)

TABLE 4-A (2) (continued)*Annuals*

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Celosia plumosa	Castle	10 to 20 cm	6.25(2.5")/804/32
	Century	10 to 20 cm	6.25(2.5")/804/32
	Geisha	10 to 20 cm	6.25(2.5")/804/32
	Fresh Look Series	10 to 20 cm	6.25(2.5")/804/32
	Chinatown	10 to 20 cm	6.25(2.5")/804/32
Celosia cristata	Coral Garden Mix	10 to 13 cm	6.25(2.5")/804/32
	Jewel Box Mix	10 to 13 cm	6.25(2.5")/804/32
Cleome	Queen Series	15 to 30 cm	6.25(2.5")/804/32
	Seniorita Rosalita	20 to 30 cm	10-cm pot (4")
	Spirit Series	20 to 30 cm	10-cm pot (4")
Coleus	Black Dragon	10 to 20 cm	6.25(2.5")/804/32
	Wizard Series	10 to 15 cm	
	ColorBlaze Series	10 to 20 cm	10-cm pot (4")
Cosmos	Sonata Series	15 to 20 cm	6.25(2.5")/804/32
	Ladybird	15 to 20 cm	6.25(2.5")/804/32
Dichondra	Silver Falls	10 cm	8.75(3.5")/1801/18
Dusty Miller	Silver Dust	10 to 15 cm	6.25(2.5")/804/32
Euphorbia	Diamond Frost	10 to 15 cm	10-cm pot (4")
Geranium Pelargonium x hortorum	Maverick Series	20 to 30 cm	10-cm pot (4")
Heliotrope	Marine	15 to 20 cm	804/32 or 1801/18
Impatiens	Blitz/Dazzler	10 to 20 cm	8.75(3.5")/1801/18
	Tempo Series	10 to 20 cm	8.75(3.5")/1801/18
	Series/Super Elfin	10 to 20 cm	8.75(3.5")/1801/18

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A
ANNUAL AND BULB SPECIFICATION REQUIREMENTS
(Sample) (continued)**

TABLE 4-A (2) (continued)*Annuals*

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Impatiens	Show Stopper Series	10 to 20 cm	8.75(3.5")/1801/18
	Spreading Fanfare Series	10 to 20 cm	8.75(3.5")/1801/18
Impatiens x hawkerii	New Guinea Series	10 to 20 cm	8.75(3.5")/1801/18
Ipomoea batatas	Margarita	10 to 15 cm	10-cm pot (4")
	Blackie	10 to 15 cm	10-cm pot (4")
	Blackheart	10 to 15 cm	10-cm pot (4")
Lantana	Landmark Series	10 to 20 cm	10-cm pot (4")
Nasturtium	Alaska Mix	15 to 20 cm	8.75(3.5")/1801/18
	Whirlybird Mix	15 to 20 cm	8.75(3.5")/1801/18
Pennisetum setaceum	(Green)	15 to 30 cm	8.75(3.5")/1801/18
	Rubrum	30 to 40 cm	10-cm pot (4")
Pennisetum alopecuroides	Little Bunny	15 to 20 cm	10-cm pot (4")
	Hameln	20 to 26 cm	10-cm pot (4")
Perilla magilla		15 to 30 cm	10-cm pot (4")
Petunia	Madness Series	10 to 20 cm	6.25(2.5")/804/32
	Wave Series	10 to 20 cm	8.75(3.5")/1801/18
Plectranthus coleoides	Variegatus	10 to 20 cm	10-cm pot (4")
Portulaca	Sundial Series	10 to 15 cm	6.25(2.5")/804/32
Ricinus impala		30 to 60 cm	10-cm pot (4")
Rudbeckia hirta	Irish Spring	10 to 15 cm	6.25(2.5")/804/32
	Indian Summer	10 to 15 cm	6.25(2.5")/804/32
Salvia coccinea	Forest Fire	15 to 20 cm	6.25(2.5")/804/32

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A
ANNUAL AND BULB SPECIFICATION REQUIREMENTS
(Sample) (continued)**

TABLE 4-A (2) (continued)

Annuals

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Salvia farinacea	Evolution Deep Violet	10 to 15 cm	6.25(2.5")/804/32
	Fairy Queen	15 to 20 cm	6.25(2.5")/804/32
	Victoria Series	10 to 20 cm	6.25(2.5")/804/32
Salvia splendens	Flare	15 to 30 cm	6.25(2.5")/804/32
	Bonfire	15 to 30 cm	6.25(2.5")/804/32
Salvia patens	Patio Dark Blue	15 to 20 cm	6.25(2.5")/804/32
Tagetes erecta (African Marigold)	Antiqua Series	15 to 20 cm	6.25(2.5")/804/32
Tagetes patula (French Marigold)	Hero Series	10 to 20 cm	6.25(2.5")/804/32
Tagetes erecta x patula (Triploid Marigold)	Moonstruck Orange	10 to 20 cm	6.25(2.5")/804/32
	Sunburst Series	10 to 20 cm	6.25(2.5")/804/32
Verbena bonariensis	Buenos Aires	20 to 30 cm	8.75(3.5")/1801/18
Zinnia elegans	Dreamland Series	10 to 15 cm	6.25(2.5")/804/32
Zinnia angustifolia	Crystal Series	10 to 15 cm	6.25(2.5")/804/32
	Star Series	10 to 15 cm	6.25(2.5")/804/32
Zinnia x hybrida	Profusion Series	10 to 20 cm	6.25(2.5")/804/32

Bulbs

Species	Bulb circumference
Tulip, crocus, daffodil	Top Size

Notes:

- Variety/Series are given as a reference. See new catalogues for available variety;
- Plant heights are given as an average size at delivery from the grower.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-C ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM

1. Generic terms for the Spring Annual Maintenance Program

1.1. Scope

- .1 This statement of work outlines the services and deliverables required to maintain the systems and their infrastructure, which constitutes the electrical power installation for each park.
- .2 In general terms the scope of work includes:
 - .1 Visual inspection and evaluation of physical condition of the electrical systems and their infrastructure.
 - .2 Testing as necessary to establish operability of control equipment.
 - .3 Ensure that all electrical Components are in good working order; meet all applicable codes and standards and ensure public safety at all times. This includes mechanical operating mechanisms, alignment and lubrication.
 - .4 Undertake all necessary repairs to restore Components to a suitable condition (as per 4.4.2).
 - .5 Removal and repair of surface defects such as burrs and rust, including painting work to restore suitable condition.
 - .6 Cleaning including vacuuming, blowing, brushing, and wiping using appropriate solvents for the removal of dust and dirt.
- .3 Where defective conditions are found the repairs shall be done as specified in section 4.4.2.
- .4 Where a Component is removed from service, and its removal affects day to day electrical power delivery within the facility (including total facility electrical power shut down), the Contractor shall support the owner as necessary, if and as required by the owner.

The costs to support the shutdown shall be the responsibility of the Contractor when the Component is beyond repair. Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) and the fault is not due to lack of regular Maintenance, the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes), the NCC shall be responsible for amounts in excess of \$500.

Support shall include providing measures, temporary or permanent, to restore power.
- .5 The detailed Maintenance and testing are written to cover a broad range of electrical Components and installations. These are included under Electrical Components, Testing and Maintenance in individual sections included further in this appendix.
- .6 Provide all labour and material required to carry out the inspection testing, Maintenance, repairs and the replacement of Components of the Systems and equipment (when under the responsibility of the Contractor) as described in section 4.4.2.
- .7 The following Components must be tested annually in accordance with Appendix 4-C (3):
 - Power cables
- .8 The following components must be tested in the 2nd and 4th year of the Contract, in accordance with Appendix 4-C (3):
 - Panelboards and control centres;
 - Moulded case circuit breakers;
 - Fixed mounted switch/fuse units;

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Splitters and boxes;
Dry type transformers to 600 Volt primary;
Motor control, contactors, motor starters, low voltage (up to 1000V) medium
voltage.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-C ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM (continued)

A visual inspection and submission of a report must be completed by the Contractor on an annual basis for all equipment types referenced in this contract

- 1.2. Work Planning
 - .1 Perform inspection testing and routine Maintenance of electrical Systems and Components as specified in section 4.4.2.
 - .2 In Electrical Vaults where access is controlled by a third party, the room inspection cleaning together with inspection testing and routine Maintenance may be carried out during a single operation, usually during the planed power shutdown by the third party.
- 1.3. Schedule
 - .1 Submit proposed schedule for performance of the work a minimum of 4 weeks prior to starting the activity.
 - .2 Schedules must be approved by the NCC prior to any shutdowns.
 - .3 Schedule shall show all major activities with dates and estimated duration of shutdowns.
- 1.4. As-built Drawings
 - .1 Obtain prints of the electrical System layout from the owner when available.
 - .2 Provide revised electrical single line drawings with verified circuits for all equipment when original line drawings were provided by the NCC.
 - .3 When any discrepancies with the original single line drawings provided by the NCC becomes apparent during the spring Annual Maintenance Program, mark the original single line drawing with:
 - .1 CT and PT size, ratios and configurations
 - .2 Cable types and sizes of cables
 - .3 Fuse types, sizes and ratings
 - .4 Circuit breaker frame sizes and trip unit types and ratings
 - .5 Protective relay designations
 - .6 Load break and disconnect switch ratings
 - .7 Transformer kVA and voltage ratings, types, configurations and impedances.
 - .8 Panel board, switch board and switchgear voltage and current ratings.
 - .4 Indicate other drawing discrepancies and omissions.
- 1.5. Thermographic imaging
 - .1 Obtain the thermographic imaging study report from the owner when available.
 - .2 Complete the additional Maintenance requirement as detailed in Section 3 of this annex “Maintenance Procedures by Equipment Type” when the thermographic imaging report is available.
 - .3 Thermographic imaging can also be referred to as an Infra-red scan.
- 1.6. Reports
 - .1 Submit two copies of the Maintenance activity report, each in its own vinyl hard cover 3 ring loose-leaf binder (219mmx279mm) and one copy in Adobe Acrobat .pdf file containing a summary of the project, complete with a detailed deficiency list, comments,

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-C

ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM

(continued)

- .2 results, analysis, repairs and corrective measures recommendations found for each electrical point per site (see electrical maps for listings and location of electrical points). The exception being Site Lighting, the Contractor is to submit 1 report per site for all site lighting on the site. All reports shall be received at the NCC no later than June 1st of each year.
- .3 Include a copy of the single line diagram when the single line diagram has been supplied by the NCC including written notes made on the diagram during the inspection(s).
- .4 For items not under the responsibility of the Contractor as part of the Contract, submit an itemized breakdown for recommended repair or corrective Maintenance procedures.
- .5 Photographs shall be mounted on background sheets c/w labels. Curves and graphs shall be neatly plotted on appropriate graph paper. Result tables shall be typed and logically arranged.

2. Description of the Maintenance Activities

Refer to the table directly below which cross references the type of equipment found in each park.

If the equipment is found in a specific site, refer to the section 3.Maintenance Procedure by Equipment Type and perform the activities listed.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-C
ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM
(continued)**

Table 1: Equipment type found in each site

Site	Component									
	1. Power Cables	2. Panelboards and Control Centres	3. Moulded Case Circuit Breakers	4. Fixed Mounted Switch / Fuse Units	5. Splitters and Boxes	6. Dry Type Transformers	7. Motor Control, Starters to 1000V	8. Electrical Service Rooms Inspection	9. Pedestals	10. Site Lighting
Aviation Parkway										
Diplomatic Precinct	X	X	X	X						X
Lady Grey Drive	X	X		X	X					X
Laurier House										
283 Chapel										
Rideau Centre Terrace	X									X
Rideau Falls and Green Island Park	X	X		X	X				X	X
Rockliffe Park		X	X	X						
Rockliffe Parkway										
Rockliffe Rockeries										
Official Residences										

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-C ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM (continued)

3. Maintenance Procedures by Equipment Type

Below is a check list of activities to be performed for the specific equipment type. Complete all check lists, fill out the reports pertaining to the specific equipment type and perform Maintenance and all necessary repairs as specified in the generic terms for the Spring Annual Maintenance Program of this appendix and/or as specified in the check list to ensure that all Components are in a suitable condition and in accordance/compliance with all applicable code requirements.

1. WORK COMMON TO MOST ELECTRICAL ASSEMBLIES

- .1 Inspection:
 1. Inspect for evidence of corrosion, the presence of corona or insulation breakdown, and/or for environmental contamination, especially on insulators or insulating surfaces.
 2. Verify acceptable anchorage, required area clearances, and proper alignment.
 3. Verify presence of required warning signs.
 4. Verify that protective devices and settings, instrument transformers and ratios, and all other electrical elements correspond to single line drawings, coordination study, and/or relevant documentation.
 5. Verify that ventilation filters are present and in good condition, and/or that ventilation openings or vents are clear.
 6. Verify that there are no inadvertent connections of the ground bus to the neutral bus on any electrical Systems containing a neutral. Ensure that a ground to neutral bond(s) is in the correct location.
- .2 Mechanical and Functional Verification:
 1. Test operation, alignment, and penetration of instrument and control power transformer withdrawal disconnects, current-carrying and grounding.
 2. Exercise all active Components, and verify the operation of all mechanical indicating devices.
 3. Test all electrical and mechanical interlock Systems for proper operation and sequencing:
 4. Attempt to close locked-open devices. Attempt to open locked-closed devices.
 5. Make Kirk Key exchanges with devices operated in off-normal positions.
 6. Verify Kirk Key numbers.
- .3 Cleaning:
 1. Thoroughly clean electrical equipment prior to testing unless as-found and as-left tests are required. Clean equipment using cleaning agents that have high dielectric properties, repel moisture, prevent corona tracking, and are not harmful to the electrical equipment insulation, such as Banwet manufactured by Brodi.
 2. Vacuum all loose elements from electrical equipment, junction boxes, and other areas within or without electrical equipment. Blowers shall not be used unless no other methods to remove contaminants are possible.
- .4 Lubrication:
 1. Verify appropriate contact lubricant on moving current carrying parts. Refer to manufacturer's recommendations on lubrication of Components.

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2. Verify appropriate lubrication on moving and sliding surfaces. Refer to manufacturer's recommendations on lubrication of Components.

2. POWER CABLES (Visual inspections and testing must be performed annually.)

- .1 This section applies to low voltage (0-1000 V) and medium voltage (1001 V- 4.6 kV) power cables.
- .2 Visually inspect cables where visible throughout their run and indicate conditions as follows:
 1. Inspect exposed sections of cables for physical damage and evidence of overheating and corona.
 2. Inspect terminations and splices for evidence of overheating and corona.
 3. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench in accordance with NETA standard Table 10.12.
 4. Inspect for shield grounding, cable support, and termination.
 5. Verify that visible cable bends meet or exceed ICEA and/or manufacturers minimum allowable bending radius.
 6. If cables are terminated through window type current transformers, make an inspection to verify that neutral and ground conductors are correctly placed and that shields are correctly terminated for operation of protective devices.
 7. Cables are properly supported on racks, trays or ladders in buildings. No concentrated stress points exist.
 8. Cables are properly tagged with engraved lamacoid tags permanently fastened - identical relative to system drawings.
- .3 600 Volt Cables:
 1. Perform phase rotation verification, disconnect, isolate and perform insulation resistance tests on all underground feeder cables before energizing. Inspect and repair if readings are less than 2.0 Megohm or the values differ from other phases by more than 50%.
- .4 120/ 240 Volt Pedestal feeders:
 2. Check and repair any grounded cables before energizing.
- .5 Undertake all necessary repairs.

3. PANELBOARDS AND CONTROL CENTRES (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to separately enclosed wall mounted and free standing panel boards containing electrical distribution System protection and control equipment including moulded case circuit breakers, switch and fuse units, contactors including combination type, motor starters and controls including combination type as in motor control centers.
- .2 Check and verify identification and ratings with the single line drawing.
- .3 Check for adequacy of fastening and structural support.
- .4 Check enclosure type and condition, including louvers and drip shields; operating handles.
- .5 Remove covers and inspect Components for general condition. Check and record for cleanliness. Clean as necessary with vacuum and/or suitable brush.
- .6 Inspect test and record condition for:
 - .1 Bus bars: physical damage, mounting supports and lightning.
 - .2 Instrument transformers: fuses, ratios, polarity mounting and connections, accuracy.
 - .3 Metering equipment: type and function, proper operation.
 - .4 Ground but, grounding methods and condition.

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- .7 Inspect condition of wiring, note and record organization, connections, terminations; Electrical Code violations.
- .8 Isolate and carry out insulation resistance test. Record result.
- .9 Undertake all necessary repairs.

4. MOULDED CASE CIRCUIT BREAKERS (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to moulded case circuit breakers assembled as an integral unit in supportive enclosing housing of insulated material. This includes types with factory calibrated and sealed protection elements as well as insulated case circuit breakers with a stored energy mechanism and field adjustable protective relaying Systems, of the electronic/ solid state type. This also includes circuit breakers with integral current limiting fuses.
These breakers may be part of a switchboard or panelboard assembly, or separately mounted in individual enclosure.
- .2 Check and verify ratings with the single line diagram where applicable.
- .3 Check interrupting rating(s) against the short circuit study.
- .4 Refer to the infrared scan, investigate and record signs of overheating, repair if possible.
- .5 Inspect physical and mechanical condition:
 - .1 Anchorage and alignment.
 - .2 Surfaces for presence of dirt, soot grease moisture, clean as appropriate.
- .6 Inspect moulded case for cracks and record defects.
- .7 Check and verify wiring and correcting sized conductors.
- .8 For breakers with inter changeable trip units, remove the cover and check connecting for evidence of overheating (only for condition found in infrared scan). Repair (tighten) if possible.
- .9 Operate the breaker open closed to check for smooth operation without binding. Use operating mechanism (button or lever) if provided. Using an ohmmeter or other indicating device verify that contacts are open in the OFF position and closed in the ON position.
- .10 For circuit breakers with field adjustable pickup and time delay capability, secondary injection test the pickup and time delay of each element (long, short, instantaneous and ground). Test and adjust in accordance with manufacturer's recommendations to agree with the approved coordination study.
- .11 Undertake all necessary repairs.

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APPENDIX 4-C ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM (continued)

5. FIXED MOUNTED SWITCH/FUSE UNITS (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 The following sections apply to fixed mounted air insulated load interrupting and disconnecting (isolating) switch assemblies for all voltages. They apply to separately enclosed devices, wall mounted or free standing whether individually and separately enclosed or part of a switchgear or switchboard assembly/ substation or panelboard.
- .2 Refer to the infra-red scan for any signs of overheating and investigate.
- .3 Clean the unit exterior and interior.
- .4 Inspect fixed mounted switch units all types and voltage and indicate:
 - .1 secure mounting alignment, blade penetration, travel stops, switching assembly;
 - .2 signs of contact wear or damage;
 - .3 satisfactory contact pressure on switch contacts;
 - .4 switch operating mechanism (operate) for smooth operation.
- .5 Lubricate as appropriate to achieve smooth operation on moving and sliding parts. Report action taken.
- .6 Note and record fuse type and rating – all phases; compare with single line diagram. If installed fuse sizes or types are not correct, recommend proper replacements.
- .7 Check for spare fuses and indicate.
- .8 Inspect fuse holders for tightness and indicate.
- .9 Check interlocks and indicate interlocking System.
- .10 Load interrupters - inspect and indicate – condition of arc chutes and evidence of excessive blackening. Check alignments.
- .11 Check and indicate phase barrier integrity and mounting is correct and secure.
- .12 Carry out contact resistance test with a low-resistance ohmmeter on contacts identified as possible or more likely deficiency from infra-red scan report. Make recommendation. Microhm value should not exceed the following:
$$\frac{0.050\text{volts}}{\text{Equipment Continuous Current Rating}} \times 1,000,000$$
- .13 Check tightness on bolted connections identified as possible or most likely deficiency from infra-red scan report. Identify result and make recommendation.
- .14 Undertake all necessary repairs.

6. SPLITTERS AND BOXES (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to enclosed wall mounted splitter troughs and boxes 0-1000 V containing terminal blocks or continuous bus bars and terminals.
- .2 Inspect physical and mechanical condition.
- .3 Inspect anchorage, alignment, and grounding.
- .4 Refer to the thermographic study report and identify “hot” spots.
 - .1 Perform resistance measurements through bolted connections and bus joints with a low-resistance ohmmeter. Microhm value should not exceed the following:
$$\frac{0.050\text{volts}}{\text{Equipment Continuous Current Rating}} \times 1,000,000$$
- .5 Inspect and clean interior including terminal blocks, bus bars and terminals.
- .6 Undertake all necessary repairs.

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APPENDIX 4-C ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM (continued)

7. DRY TYPE TRANSFORMERS TO 600 VOLT PRIMARY (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applied to dry-type distribution transformer with primary voltage up to 600 V, installed in interior spaces throughout the facility.
- .2 Check identification and nameplate data and indicate if correct or not in accordance with the drawings.
- .3 Visually inspect dry type transformer and record:
 - .1 Check dust and dirt surface and cooling ducts.
 - .2 Check excessive noise – as indication of loose laminations, connections or wrong tap selection (overvoltage condition).
 - .3 Check ventilation openings.
 - .4 Check condition of filters.
 - .5 Check for evidence of moisture and enclosure deterioration.
 - .6 Check condition of all insulators and supports – cracks, chips, corona tracking.
 - .7 Check condition of barriers.
 - .8 Check winding insulation, varnish for evidence of deterioration.
 - .9 Check tap setting with volt meter. Report any voltage deviation between phases greater than 3 percent.
- .4 Review infrared scan for evidence of overheating. Investigate, report, repair if possible.
- .5 Physically check terminations for tightness.
 - .1 Torque terminations to manufacturer's recommendations if necessary.
 - .2 Check for loose core and coil blocking.
- .6 Verify cooling fans and controls are operating properly.
- .7 De-energize transformer and carry out internal inspection and cleaning, locate causes of faulty performance. Clean the insulators, where abnormal conditions such as salt deposits, dust or acid fumes prevail.
- .8 Indicate pitted or badly burned terminals.
- .9 Ensure that bolts, nuts, washers, pins, terminal and ground connections are in place and in good condition.
- .10 Adjust taps to obtain proper secondary voltage. Verify and record when re-energized (as found; as left).
- .12 For units 225 kVA and larger, perform a winding resistance test before and immediately after the insulation resistance test, recording winding temperatures and adjust values.
- .13 For units 225 kVA and larger, perform an insulation resistance test to be carried out using a 1000Vdc instrument with a minimum full scale of 500,000 megohms and the resulting insulation resistance to be corrected to a base of 20°C. For transformer winding voltage ratings below 350Vac perform the insulation resistance test at 500Vdc.
 - .1 Test the High Voltage Winding to the Low Voltage Winding with Low grounded.
 - .2 Test the Low Voltage Winding to the High Voltage Winding with the High grounded
 - .3 Test the High Voltage Winding together with Low Voltage Winding to ground.
 - .4 Test Duration: 10 min. Record values at 30 seconds and at every one minute interval.
- .14 For units up to 225 kVA, carry out one (1) minute insulation resistance (megger) test on all connections as indicated for larger units.

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- 8. MOTOR CONTROL, CONTACTORS, MOTOR STARTERS, LOW VOLTAGE (UP TO 1000 V), MEDIUM VOLTAGE (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)**
- .1 This section applies to Contactors, Motor Starters and Controls whether free standing, individual wall mounted or installed in Motor Control/ Switchboard Assemblies.
 - .2 Inspect enclosure exterior and interior and each compartment for physical and mechanical defects and indicate.
 - .3 Review the infrared scan report for excessive heating of bolted connectivity and contacts. Investigate, report, repair if possible.
 - .4 Check identification of each cubicle or compartment and indicate if correct or not as related to drawings.
 - .5 Check and indicate existence of phasing markers (i.e. RWB phase, OR ABC phase OR 123 phase).
 - .6 Check and indicate structural connections for tightness.
 - .7 Inspect and report general cleanliness and condition of each compartment; clean interiors:
 - .1 Barriers
 - .2 Bus insulators
 - .8 Check interlocks; lock out mechanism, position indicators and flags. Indicate type and verify proper operation.
 - .9 Inspect bus bar, connections and indicate for:
 - .1 physical damage;
 - .2 tightness – torque according to manufacturers' recommendations;
 - .3 for medium voltage units, inspect for evidence of corona, tracking (insulated bus and interior cabling).
 - .10 Inspect and indicate condition of instrument transformers and fuses.
 - .1 Fuses
 - .2 fuse holders
 - .3 tracking corona (medium voltage)
 - .4 ratio – suitability
 - .5 distortion of enclosure (encapsulated type)
 - .6 polarity markings and connections.
 - .11 Inspect and indicate condition of control, metering and protective equipment and wiring.
 - .12 Compare overload element rating with motor full-load current rating to verify correct sizing.
 - .13 Inspect and indicate condition of capacitor banks (if applicable).
 - .14 Check condition, alignment and adjustment of contacts to ensure contact surfaces bear with firm uniform pressure.
 - .15 Dress contacts using contact burnisher. Note and indicate pitted or burned contacts, requiring replacement.
 - .16 Inspect operating mechanisms for loose hardware and missing or broken cotter pins, retaining rings, etc.

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APPENDIX 4-C

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(continued)

- .17 Check operation, operate mechanically and electrically, check for dead band and re-adjust in accordance with the Maintenance manual.
- .18 Clean operating mechanism and lubricate in accordance with manufacturers recommendations.
- .19 Inspect insulating parts for cracks.
- .20 Inspect fixed mounted switch units. Refer to relevant section in this specification.
- .21 Inspect circuit breakers. Refer to relevant section in this specification.
- .22 Inspect current and potential transformers for burn marks, cracks, etc. Test and verify ratios. Record nameplate data.
- .23 Inspect, test and record results for all capacitor banks.
 - .1 Record nameplate data.
 - .2 Inspect all connections for tightness.
 - .3 Measure and record phase currents and phase voltages using a true RMS meter under running load. Calculate capacitor bank kVAR .
- .24 Undertake all necessary repairs.

9. ELECTRICAL SERVICE ROOMS INSPECTION (Visual inspections must be performed annually)

1.0 ENVIRONMENT

- .1 For each equipment room or electrical room note and report the general conditions and undertake all necessary repairs.
- .2 Cleanliness:
 - .1 Indicate state of cleanliness on a scale of 1 to 3.
 - 1 – Very clean
 - 2 – Acceptable
 - 3 – Unacceptable
 - .3 Lighting:
 - .1 Indicate state of lighting on a scale of 1 to 3.
 - 1 – Well lit
 - 2 – Adequate
 - 3 – Inadequate
 - .2 Indicate whether emergency lighting exists and state condition.
- .4 Ventilation:
 - .1 Interior temperature – enclosed area. Check and record air temperature within the enclosed electrical room.
 - .2 Ventilation System: Inspect, clean and operate.
 - .1 Replace filters.
- .5 Fire safety:
 - .1 Check fire extinguishers, report on condition and location.
 - .2 Report last inspection data on tag.
 - .3 Report gauge reading.
- .6 Diagrams:
 - .1 Indicate whether copies of related single line diagrams for main switchgear and distribution are mounted in view. Indicate condition and if replacement required.

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- .7 Access:
 - .1 Indicate whether or not access and emergency egress is provided to each room or location. Indicate if access to equipment for Maintenance is adequate or not.
- .8 Water piping:
 - .1 Check for and indicate presence of water piping or steam piping which represents a hazard.
- .9 Safety and security:
 - .1 Indicate how access to room is controlled – if locked, how key is obtained.
 - .2 Indicate if exposed live terminals exist and how access is controlled.

2.0 GROUNDING AND BONDING

- .1 At each electrical System equipment room carry out a visual inspection to determine the type, extent and condition of grounding.
- .2 Check if all exposed non-current carrying metal parts are bonded to ground. Identify items not grounded.
- .3 Make recommendations for any parts of the grounding System which are found inadequate or improper.

3.0 CLEANING AND RE-LAMPING

- .1 As part of the standard Maintenance procedures clean thoroughly all cubicle, enclosure and compartment interiors. Refer to other sections of this specification.
- .2 Remove dust from all parts, supports and enclosure surfaces using a vacuum cleaner with a suitable nozzle.
- .3 Wipe clean surfaces using approved non-flammable cleaning solvent and clean cloth.
- .4 Clean floors.
- .5 Report on any non-electrical materials stored in rooms kiosks.
- .6 Clean all lighting fixtures and replace all burnt lamps.

4.0 EMERGENCY LIGHTING

- .1 Inspect all emergency lighting units:
 - 1. Visual inspection and cleaning.
 - 2. Check battery terminals for corrosion.
 - 3. Operation test.
 - 4. Re-lamp as required.

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APPENDIX 4-C ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM (continued)

10 PEDESTALS (Visual inspections and testing must be performed annually)

- .1 Remove all debris, dirt, etc. in pedestals. Clean surfaces as required.
- .2 Inspect all plugs and connectors for pitting, deposits, flash marks, etc. Clean and repair. Report all plugs and connectors that require replacement.
- .3 Inspect pedestal for cracks, leaks, rust, faulty hinges and doors.
 - .1 Remove rust spots and repaint with outdoor metal paint.
 - .2 Repair and lubricate hinges.
 - .3 Replace door seals where necessary and repair door tightness where possible.
 - .4 Report all non-repairable openings in pedestals.
- .4 Check all utility outlets and replace if in poor conditions.
- .5 Test for grounds before energizing.
- .6 In-Ground Pedestals:
 - .1 Inspect and clean.
 - .2 Remove all water.
 - .3 Inspect all plugs and connectors.
 - .4 Open all boxes, inspect and clean.
 - .5 Replace damaged seals on boxes, plugs and connectors.
 - .6 Report all Components that require replacement.
 - .7 Test for grounds before energizing.

11. SITE LIGHTING (Visual inspections must be performed annually)

- .1 Inspect and clean all outdoor lighting:
 - .1 Post type
 - .2 Wall mounted fixtures.
- .2 Remove connection box cover:
 - .1 clean box
 - .2 inspect connections and repair
 - .3 repair damaged seals.
- .3 Remove diffusers, lenses, etc. clean, repair damaged seals.
- .4 Clean lamp enclosure and re-lamp as required.
- .5 Remove any corrosion, rust spots and loose or flaking paint from surfaces. Prime the exposed surfaces and paint to match existing colour.
- .6 Paint at least yearly in accordance with mutually agreed priority list.
- .7 Check all lamp mounted utility outlets and replace if damaged.
- .8 Inspect and replace cracked, broken or vandalized globes. Clean globes inside and outside.
- .9 Undertake all necessary repairs.

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**APPENDIX 4-C
ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM
(continued)**

4. Maintenance Report Forms

Equipment Type:	Power Cables	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Cable Identification:		
Cable Type:		Manufacturer:
Voltage Rating:		Conductor Size:
Cable Length:		
Cable Shape:		
Cable Properly Supported:		
Cable(s) Properly Identified:		
Cable Condition at Duct Mouth:		
Insulation / Jacket Damage:		
PILC:	Vertical Rise:	
	Pothead Condition:	
	Pothead Grounding:	
Medium Voltage Rubber:	Stress Cones / Termination:	
	Condition:	Tracking:
Shield Condition:		Grounded:
Tightness of Terminations:		
Carry out DC resistance testing and record values:		
Recorded Test Values:		
Phase 1 to Phase 2, Phase 3, and Neutral all Grounded:	=	
Phase 2 to Phase 3, Phase 1, and Neutral all Grounded:	=	
Phase 3 to Phase 1, Phase 2, and Neutral all Grounded:	=	
Neutral to Phase 1, Phase 2, and Phase 3 all Grounded:	=	
Comments:		

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**APPENDIX 4-C
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Equipment Type:	Panelboards and Control Centres	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Cable Identification:		
Manufacturer:	Serial Number:	
Daye of Manufacture:	Inspection Date:	
Identification & Rating on Single Line:		
Fastening & Structural Support:		
Enclosure:	Type:	Condition:
	Louvres:	Drip Sheilds:
Components Cleaned:		
Bus Bars:	Damaged:	Supports:
Instrument Transformers:	Fuses:	Ratios:
	Polarity:	Mounting:
	Connections:	Accuracy:
Metering Equipment:	Type:	Function:
	Operation:	
Wiring:	Condition:	Connections:
	Terminations:	Organization:
Electrical Code Violations:		
Insulation resistanceTest:	Test voltage:	Vdc
Phase 1 to Phase 2, Phase 3, and Neutral all Grounded:	=	
Phase 2 to Phase 3, Phase 1, and Neutral all Grounded:	=	
Phase 3 to Phase 1, Phase 2, and Neutral all Grounded:	=	
Comments:		

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**APPENDIX 4-C
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Equipment Type:	Moulded Case Circuit Breakers							
Facility Name:								
Location:								
Inspection Agency:								
Technician Name:								
Equipment Identification:								
Manufacturer:						Serial Number:		
Date of Manufacture:						Inspection Date:		
Identification & Rating on Single Line:								
IC Ratings Compatible with Short Circuit Study:								
Physical Condition:						Anchorage:		
Contact alignment:						Contact Resistance (micro Ohms)		
Mechanical Condition:						A:		
						B:		
						C:		
Cleaned:								
Moulded Case Integrity:								
Condition of Wiring:						Conductor Size:		
Overheating at Connections:								
Breaker Operation:						Verify ON/OFF Positions:		
For Breakers with adjustable setting and secondary injection capability, perform tests below.								
Trip Unit Model:	Trip Unit S/N:		Secondary Current Rating:			Amps		
Trip Unit Tests	Settings	Test Current	Limits			As Found	As Left	
			Min.	Max.				
Long Delay Pick Up (LDPU)	A:				Amps			
	B:				Amps			
	C:				Amps			
Long Delay Time (LDT)	A:				Seconds			
	B:				Seconds			
	C:				Seconds			
Short Delay Pick Up:					Amps			
Short Delay Time:					Seconds			
Instantaneous Pickup:					Amps			
Ground Pickup (GPU):					Amps			
Ground Time (GT):					Seconds			
Comments:								

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**APPENDIX 4-C
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Equipment Type:		Fixed Mounted Switches / Fuse Units			
Facility Name:					
Location:					
Inspection Agency:					
Technician Name:					
Equipment Identification:					
Manufacturer:			Serial Number:		
Date of Manufacture:			Inspection Date:		
Voltage Rating:			Current Rating:		
IR Scan Indicates Overheating:					
Unit Clean:					
Mounting Secure:			Alignment:		
Blade Penetration:			Travel Stops:		
Switching Assembly:					
Signs of Wear or Damage:					
Contact Pressure on Switch Contacts:					
Switch Operation:			Lubricated:		
Fuse Type:	A:		Rating:	A:	
	B:			B:	
	C:			C:	
Fuse Identification on Single Line:					
Fuse Holder Condition:			Contact Pressure:		
Spare Fuses:					
Interlock System:			Condition:		
Load Interrupters:	Arc Chute Condition:				
	Alignment:				
Phase Barriers:	Integrity:		Mounting:		
Contact Resistance Test Result:(micro Ohm)		A:	B:	C:	
Fuses resistance test result: (micro Ohm)		A:	B:	C:	
Contact Resistance Bolted Connections: (micro Ohm) A1: B1: C1:, A2: B2: C2:					
Comments:					

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**APPENDIX 4-C
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Equipment Type:	Splitters and Boxes	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Equipment Identification:		
Manufacturer:	Serial Number:	
Date of Manufacture:	Inspection Date:	
Physical Condition:		
Mechanical Condition:		
Anchorage:	Alignment:	
Grounding:		
IR Scan Results:	Resistance Measurements:	
	A:	
	B:	
	C:	
Cleaned:	Interior:	Terminal Blocks:
	Bus Bars:	Terminals:
Comments:		

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**APPENDIX 4-C
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Equipment Type:	6. Dry Type Transformers to 600V Primary												
Facility Name:													
Location:							Inspection Agency:						
Technician Name:													
Equipment ID:													
Configuration				Serial No.:				kVA:			Type:		
Manufacturer:				HV:				LV:			BIL:		
Visual Inspection:	Inspection Date:				Lowest:								
	Dust & Dirt:												
	Ventilation Openings:						Moisture:						
	Barrier Condition:						Intake Location:						
	Termination (Tightness):												
	Core and Coil Blocking:						Cooling Fan Operation:						
Internal Inspection:	Terminal Condition:						Termination (Tightness):						
Transformer Tests:	Check Secondary Voltage: X1= X2= X3=												
Adjust Taps:	As Found:						As Left:						
Winding Res. Test 1:	H1 to H =			H2 to H =			H3 to H =						
	X1 to X =			X2 to X =			X3 to X =						
Insulation Res. Test:	For Transformers 225kVA and larger perform test for 10 minutes on HV winding only												
	Insulation Resistance Test: (Meg Ohms)												
		Time	Hi to Lo and Grd			Lo to Hi and Grd			Hi and Lo to Grd				
		30 sec											
		1 min											
		2 min				HV Winding:			HV Winding:				
		3 min				DA = 1 min/30sec			PI = 10min/1min				
		4 min				=			=				
		5 min											
		6 min											
		7 min											
		8 min											
		9 min											
	10 min												
Winding Res. Test 2:	H1 to H =			H2 to H =			H3 to H =						
	X1 to X =			X2 to X =			X3 to X =						
Comments:													

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**APPENDIX 4-C
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Equipment Type:	Motor Control, Contactors, Motor Starters, Low Voltage (up to 1000 V), Medium Voltage			
Facility Name:				
Location:				
Inspection Agency:				
Technician Name:				
Equipment Identification:				
Manufacturer:			Serial Number:	
Date of Manufacture:			Inspection Date:	
Physical Condition:			Mechanical Condition:	
Identification Correct on Drawings:				
Phase Markers:				
Tightness of Structural Connections:				
Barriers & Bus Insulators:		Condition:		Cleaned:
Interlock Operation:			Lock Out Mechanism:	
Position Indicators:			Flags:	
Bus Bar & Connections:	Condition:		Tightness:	
	Corona:		Tracking:	
Instrument Transformers:	Ratio Suitability:			
	Connections:		Tracking / Corona:	
	Fuses:	Condition:		
	Fuse Holders:		Polarity Markings:	
Enclosure Distortion:				
Control & Metering:	Condition:		Arrangement:	
	Terminals:			
Motor Protection:	Condition:			
	Sizing:			
Capacitor Bank Condition:				
Contact Condition:			Alignment:	
Operating Mechanisms Checked:				
Operate Mechanically & Electrically:			Dead-Band:	
Operating Mechanism:		Cleaned:	Lubricated:	
Insulating Part Condition:				
Fixed Mounted Switch Units:				
Circuit Breakers:				
CTs & PTs	Burn Marks or Cracks:			
	CTs:	Nameplate Ratio:		
	PTs:	Nameplate Ratio:		
Capacitor Banks:	Nameplate Data:			
Capacitance Tests:				
Phase voltage:		A:	B:	C:
Phase Currents:		A:	B:	C:
Comments:				

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**APPENDIX 4-C
ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM
(continued)**

Equipment Type:		Electrical Room Inspection	
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Room Identification:			
Cleanliness:		Lighting:	
Interior Temperature:	Highest:	Lowest:	Average:
	Intake:		Discharge:
Ventilation System:	Forced:	Natural:	
Natural Louvre Size:	Intake:		Outlet:
	Location:		
Forced:	Intake Location:		Exhaust Location:
	HP:		CFM:
Controls:	Operation:		
High Temp Alarm:			
Fire Safety:	Enclosure Rating:	Door(s) Labeled:	
Fire Protection System in Place:			
	Wet Sprinkler:	Presence of Drip Shields:	
	Fire Extinguishers:	Type:	
	Automatic Fire Detection:	Type:	
Diagrams:	Single Line on Wall:		
Access:	Access Controlled By:	Emergency Egress:	
Maintenance Clearances:			
Water / Steam Piping Hazard:			
Containment (for Liquid Filled Transformers:			
Presence of PCBs:		Suitable Identification / Warning:	
Access Control:			
Exposed Live Parts:		How Guarded:	
Warning Signs Posted:			
Grounding – Describe:			
Equipment Enclosure Bonding:			
Cleaned:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-C
ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM
(continued)**

Equipment Type:		Pedestal Inspection	
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Room Identification:			
Cleanliness:		Lighting:	
Interior Temperature:	Highest:	Lowest:	Average:
	Intake:		Discharge:
Ventilation System:	Forced:		Natural:
Natural Louvre Size:	Intake:		Outlet:
	Location:		
Forced:	Intake Location:		Exhaust Location:
	HP:		CFM:
Controls:	Operation:		
High Temp Alarm:			
Fire Safety:	Enclosure Rating:		Door(s) Labeled:
Fire Protection System in Place:			
	Wet Sprinkler:		Presence of Drip Shields:
	Fire Extinguishers:		Type:
	Automatic Fire Detection:		Type:
Diagrams:	Single Line on Wall:		
Access:	Access Controlled By:		Emergency Egress:
Maintenance Clearances:			
Water / Steam Piping Hazard:			
Containment (for Liquid Filled Transformers:			
Presence of PCBs:		Suitable Identification / Warning:	
Access Control:			
Exposed Live Parts:		How Guarded:	
Warning Signs Posted:			
Grounding – Describe:			
Equipment Enclosure Bonding:			
Cleaned:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-C
ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM
(continued)**

Equipment Type:	Site Lighting
Facility Name:	
Location:	
Inspection Agency:	
Technician Name:	
Total number of lights on site:	
Total number of lights inspected on site:	
Total number of lights in good condition on site:	
Total number of lights requiring relamping:	
Total number of lights requiring new lenses:	
Total number of lights requiring new globes:	
Total number of lights with damaged wiring:	
Total number of lights with structural damages:	
Total number of lights requiring repainting:	
Detail description of actions taken:	
Comments:	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-D SYSTEMS – PLUMBING, IRRIGATION AND WATER

Operations and Maintenance

All systems and Components to be maintained in accordance with specific manufacturer Maintenance manuals.

▪ **Pumps**

The heart of the irrigation system is the pump; it supplies the volume and pressure for the distribution system. Before starting the system in the spring, check the following:

- Check for cracks in the casing due to frost damage
- Ensure the impeller rotates freely
- Ensure proper direction of rotation of pump
- Adjust packing
- Check for worn bearings
- Lubricate pump and check oil levels
- Ensure pump is secured to platform
- Ensure shafts are aligned
- Check condition of belts, chains and couplings
- Check for cavitation and if the pump is starved of water
- At the end of the season, winterize the pump and check the following:
 - Drain the pump
 - Check for worn impeller
 - Check the packaging and replace if brittle
 - Check and lubricate

Power Source – Electrical

- Provide and ensure dry mounting and shelter from weather
- Provide and ensure good ventilation around the motors
- Guard against rodent damage
- Provide and ensure functional safety shut-off devices for overloading, low voltage or excessive heating
- Clear all electrical devices of any debris and dust
- Keep all covers on electrical devices at all times, including when facilities are used for special events
- Maintain all electrical connections with proper devices and insulations
- Do not overload circuits by attaching additional loads
- Retain spare fuses in case of system failure and prior to fuse replacement, investigate cause of failure or let a professional investigate the cause and correct the faults
- Spray contacts with electrical contact cleaner
- Tighten electrical wire connecting screws
- Provide any and all Additional Services as outlined in Electrical Systems standards (see 4.4.2)

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-D SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

Winterization

To winterize the motors, the following should be considered:

- Wash and clean the engine and store to protect against weather, rust and corrosion
 - Remove battery and store in a charged mode in a dry, warm location
 - Replace all the lubricants and their respective filters
 - Drain clean
 - tank to prevent moisture condensation
 - Drain engine coolant and install new coolant capable of preventing freezing during the winter months; run engine with new coolant to ensure the coolant is well circulated
- **Pipes and Gaskets**

A proper installation would ensure the following provisions have been made:

- Gasketed pipe should be checked to ensure that the gaskets are pliable
- Pipes with cracks or holes should be replaced or repaired
- All portable pipe should be gathered and stored in such a way that moisture does not accumulate in them
- Hydrant valve gaskets should be replaced regularly
- Threaded joints should be checked and retightened
- Check for the proper operation of pressure relief valves, snifter valves and air relief valves
- Mechanical damage to wrapped steel pipe should be repaired with tar and wrapping paper
- Pipes installed with galvanic zinc blocks should be checked to ensure that sufficient zinc is available for the process of galvanic action

▪ **Sprinklers and Nozzles**

A check list for each sprinkler would include the following:

- Check the nozzles for proper size and replace if worn
- Replace bent sprinkler head arms
- Replace worn out springs
- Replace worn nylon bearings or any other defective part. Total head replacement may be necessary

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-D SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

▪ **Trickle Irrigation Systems**

To ensure trouble-free operation a more intensive Maintenance program would include the following:

- Clean and replace filter cartridges regularly
- On self-cleaning filters check that the system is triggered at the appropriate pressure differentials or time schedules
- Replace sand media in sand filters if stratifications have been disrupted
- Replace all faulty pressure gauges
- Have a certified technician test backflow devices annually
- Test all electric solenoid valves for proper operation
- Replace back-up batteries in controller and set proper time
- At the beginning of the season, shock chlorinate the whole system and then flush all lines
- Check for the proper operation of all emitters after the chlorination treatment, at least annually and more frequently (weekly) if water quality is poor
- At the end of the season, drain the pump, filters, backflow prevention devices, mainlines and laterals
- If chemigation is practiced, ensure proper operation of the injection system
- Periodically calibrate the injector system
- Thoroughly flush the injector system after each use
- Winterize the injectors or injector pumps and thoroughly clean the supply tanks and filters
- Remove and winterize the soil moisture monitoring devices

▪ **Portable Toilet Management**

Site Selection

- Portable toilets should be located away from high-traffic vehicular areas
- Portable toilets must be placed at least 7 metres away from all storm drains and streets
- Portable toilets **MUST NEVER** be sited on top of storm drain inlets or on a street
- Portable toilets shall be placed on a level ground surface that provides unobstructed access to users and servicing pump trucks
- Portable toilets should, wherever possible, be located on grass area and not on, or within 2 metres of, a paved surface such as asphalt, concrete or similar
- If portable toilets must be placed on a paved surface exposed to rainwater or storm water runoff, extra care must be taken during servicing to ensure any wastewater spilled onto the paved surface is thoroughly rinsed and adequately collected so as not to leave any residue. A wet shop vacuum or similar would provide for adequate collection
- As a minimum, portable toilets shall not be located within 30 metres of any water body
- Portable toilet services must respect all universal access codes and regulations regarding installation, location, etc.
- Portable toilets shall be maintained to the same level as Washroom Facility standards (see 4.4.4.6)

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-D SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

Servicing

- Portable toilets must be cleaned and have waste removed at least weekly
- Additional servicing and/or portable toilets may be necessary depending on the volume of use the toilets receive
- Damaged portable toilets must be repaired/replaced immediately
- Rinsing of portable toilets (excluding the inside of portable toilet waste tank) may be completed on site when the following conditions are met:
 1. Rinse water is controlled to prevent it from entering into a storm drain
 2. No more than one (1) gallon of rinse water is used per portable toilet (i.e. low volume high-pressure cleaners, or bucket and rag; no common household hoses)
 3. Rinsing is completed at least 7 metres away from a street or storm drain
 4. When the portable toilet must be located on a paved surface:
 - Any rinse water that comes in contact with the paved surface must be adequately collected
 5. When the portable toilet is located on a non-paved surface:
 - Rinsing should be completed at least 2 metres away from a paved surface
 - Rinsing wastewater is drained to the ground at a rate that allows it to immediately soak into the ground
 - Rinse water generated during the cleaning of portable toilet waste tanks must not be discharged to the ground or to a storm drain and must be retained within the tank
- In the event of a spill or discharge to a storm drain or waterway, implement the Toxic Spills plan immediately and contact NCC at 613-239-5353
- Maintain all portable toilets in good condition to prevent leaks or spills
- Portable toilet wastewater (human waste/ sewage) must never be disposed of on-site
- Properly store and handle chemical materials to prevent any spills or discharges onto the ground or into a storm drain
- Portable toilet wastewater must be removed by a capable servicing company and disposed of in accordance with guidelines.

SECTION 5 – SUPPORT TO EVENTS AND PROGRAMS

5.0 Introduction

This section outlines the Event and Program support services requirements of the Contract. The objective of this sub-section of the Contract is to ensure that all contact between the Contractor's, employees and the general public is done in a polite and consistent way. Basic information can be provided, however the public should always be directed to the Capital Infocentre or encouraged to call the NCC Call Centre (613-239-5000) for more specific information. The Contractor shall provide personnel fluent in both official languages when working directly with the public.

5.1 Event Program Support

The Contractor shall provide the following services in support of events and NCC programs taking place within the geographical limits of the Contract. These services are to be provided year round and shall include the storage, transportation, installation and removal of some assets (including furniture) that may be required during an event.

The Contractor shall also be responsible for providing Other Services as indicated in section 5.2 (see below).

5.1.1 Sunday Bikedays program (Rockcliffe Parkway)

The Sunday Bikedays program involves closing four of the NCC parkways to vehicular traffic to allow cyclists, in-line skaters, hikers and others to spend their leisure time on these scenic roadways. The Sunday Bikeday program occurs every Sunday between the Victoria Day weekend and Labour Day weekend inclusively from 9:00 am to 1:00 pm. The Rockcliffe Parkway is closed to vehicle traffic in both directions, between the Aviation Parkway at the Aviation Museum and St. Joseph Boulevard, during that period of time.

The Contractor shall provide at his/her own expense the following services:

- Be responsible for storing and delivering approximately 25 barricades, 16 cones, 8 “Sunday Bikedays” banners, 6 NCC feather banners, 3 sandwich boards and two 2.4 m Trilite structures at designated intersections along the parkway;
 - Contractor to:
 - Deliver the above-noted equipment for the closure of the Rockcliffe Parkway from the Aviation Parkway to St. Joseph Boulevard by 6:30 am each Sunday. Deliver and set-up barricades at all entrances to parking lots. Cones, signs and barricades must be delivered at designated intersections of the Rockcliffe Parkway each Sunday prior to 8:00 am. All barricades must be installed with the appropriate banners as indicated by the NCC. All equipment must be picked up from the side of the road by 4:00 p.m. every Sunday;
 - All feather banners must be installed by the Contractor;
 - Reopen the Rockcliffe Parkway, with one truck and personnel departing from St. Joseph Boulevard at 12:30 pm and heading west on the Rockcliffe Parkway. Inform users at the same time that the parkway will reopen to traffic at 1:00 pm and that users are encouraged to use the pathways. The Contractor is responsible for clearing all users from the parkway prior to motorized vehicles re-entering;

SECTION 5 – SUPPORT TO EVENTS AND PROGRAMS

- Be responsible for the delivery, installation and dismantling of two 2.4 m “Trilite” structures and their 3 side panels (structure and panels provided by the NCC). The “Trilites” shall be installed one week prior to the first Sunday. The dismantling is to occur one week after the last Sunday of the program.

5.1.1.1 NCC Responsibilities for the Sunday Bikedays program

The NCC shall:

- Be responsible for the coordination of volunteers who are responsible for the set-up and take-down of barricades;
- Provide a detailed site drawing showing the exact locations of barricades, cones and signs;
- Provide all barricades, cones, banners, feather banners, sandwich boards, signs and “Trillite” structures.

5.1.3 Parkway/Road Closures

The Contractor shall be responsible for 15 parkway/road closures per year. These closures are required for demonstrations, sports activities, etc. The Contractor shall provide at his/her own expense the following services:

- Provide, transport, install and return all necessary equipment (barricades, cones, signage, etc.) required for a safe road closure (installation and removal to be completed on the same day).

5.1.4 The Wedding Reservation Program at the Rockcliffe Park Pavilion

The Contractor shall operate a wedding reservation system for the Rockcliffe Park pavilion and surrounding area (approximately 100 reservations yearly). The reservation system shall be in operation year round during normal weekday working hours (Monday to Friday from 8:30 a.m. to 4:30 p.m.). The reservation fee is \$400.00 for three hours (minimum of three hours) plus G.S.T. and \$100.00 per each additional hour plus GST.

The Contractor shall:

- Process all reservation requests in the following manner:
 - Receive all phone in and E-mail reservations made from the public;
 - Prepare and issue (by regular mail or fax) to client two copies of a reservation permit; client keeps one copy and returns the other signed permit with payment to the Contractor (NCC to provide numbered permits);
 - Receive (by regular mail) the payment for the reservation and reconcile payment with reservation permit (all revenues are to be returned to the NCC; Contractor to be audited on a regular basis and be responsible for any lost or stolen permits);
- Provide a dedicated phone line with answering system and computer terminal. The phone number shall remain the same for the entire Term of the Contract;
- Evaluate type of reservation to ensure NCC park usage is respected;
- Keep a reservation system to ensure proper use of sites;
- Provide and monitor application forms, rules and regulations;
- Provide point of access to the public;
- Record fees;

SECTION 5 – SUPPORT TO EVENTS AND PROGRAMS

- Collection, reconciliation and timely deposit of fees to NCC bank account (NCC retains all fees collected);
- Provide suggestions, collect comments and provide an evaluation at the end of the season;
- Provide one contact person to manage reservations from 8:30 am to 4:30 pm;
- Provide Rockcliffe Park visitors information and assistance;
- Refer event requests to NCC;
- Provide basic National Capital Region visitor information;
- Provide bilingual staff.

The NCC shall:

- Provide printed/numbered permits;
- Approve changes to fee structure;
- Approve promotional material;
- Approve and finance any user surveys;
- Provide rules and regulations;
- Approve event requests;
- Provide banking details;
- Provide an NCC contact;
- Approve any proposed changes to reservation layout.

5.1.5 Other Events

5.1.5.1 For all authorized¹ events

The Contractor shall:

- Provide a contact person for each event;
- Attend pre-event site meetings with the NCC and event organizers to inspect conditions of the sites and assets;
- If required or requested to do so by the CMO, locate and mark all affected sub-surface infrastructure including, but not limited to, irrigation and water lines, electrical lines and conduits, sewer lines, etc.;
- Respond to unexpected or urgent event priorities such as unscheduled site clean-up and grass cutting;
- Continue to provide regular Maintenance services of a site during an event (e.g. watering, mowing, pruning, electrical services, etc.);
- Attend site meetings with the NCC and event organizers after the event to inspect and assess condition of the site and assets;
- Provide, in a timely manner, prices for reinstatement and repairs following an event.

5.2 Land Management Services

The Contractor shall provide the following Land Management Services and respect the requirements indicated below. The Contractor shall:

¹ Authorized events are those who have obtained a Special Event Permit from the NCC.

SECTION 5 – SUPPORT TO EVENTS AND PROGRAMS

- Provide monitoring of all activities and/or events occurring on all Lands by reporting non compatible land use, encroachments and infractions on Lands managed by the NCC (liaise with Conservation Officers and/or CMO; prepare and submit occurrence report – see Appendix 6-F);
- Report in writing to the NCC (within 24 hours of occurrence) any incidence of non-compliance by third parties who have been granted use of the Lands by NCC. Intervene immediately and inform third parties when their actions pose a danger;
- Abide by NCC land management plans, principles, policies and regulations by respecting NCC land use, design and environmental assessment;
- Provide sound maintenance practices to ensure the continued preservation of urban forests, shorelines, creek beds, wild flowers, animals and insects;
- Respect all land use contracts, easements, licenses of occupation, leases and any other encumbrances on Lands included in the Contract;
- Respect all relevant federal, provincial and municipal regulations.

SECTION 6 – REPORTING

6.0 Reporting

The following section describes all administrative, financial and operational reporting requirements of this Contract. The Contractor must prepare and deliver the reports indicated below (on the dates as specified) and all others that the NCC may consider to be required. The NCC shall provide the electronic template for most of the reports. All reports shall be electronically mailed to the NCC on or before their respective deadline. The Contractor shall be required to make corrections or prepare a new report in cases where the initial report does not meet NCC requirements. The Contractor shall have an extension of 10 Business Days after the deadline to provide a revised or new report satisfactory to the NCC. The following is a list and brief description of the reports that are required:

6.1 Administrative, Financial and Operational Reports

6.1.1 Annual Fixed Fee Payment Schedule (see Appendix 6-A)

The Annual Fixed Fee Payment Schedule is to be broken down on a per month basis for each site of the Contract and has to be approved by the NCC. When approved, the document will show per month breakdown of annual Fixed Fee, which is the amount the NCC must disburse and pay the Contractor for any given month. This report is to be submitted to the NCC before February 28th each Year for the next fiscal year except for the first Year which should be part of the Proposal. See Appendix 6-A.

6.1.2 Annual Expenditure Report (Review engagement) (see Appendices 6-B and 6-C)

- a) The Annual Expenditure Report identifying all expenses (net of taxes corresponding to the NCC's fiscal year) broken down by site, Maintenance activity, program, event and service is to be submitted by May 31st of each Year of the Term to report on the previous Year's expenses (Appendix 6-B). The report must include the charges to the NCC for the full Year reflecting direct and indirect costs attributed to the performance of the operational duties. Applicable taxes are to be shown separately on a per line item basis;
- b) The Annual Cost Report by expenditure type (Appendix 6-C). This report is also due May 31st each Year, reporting on expenses of previous year. Applicable taxes are to be shown separately on a per line item basis.

6.1.3 Insurance Certificate

Proof of insurance must be provided each March 15th during the Term of the Contract (see 2.10.7). At the same time, the Contractor shall submit proof of liability insurance and license for pesticide application.

6.1.4 WSIB Certificate

WSIB certificate is a document confirming that the Contractor is registered and that his/her file is in order. Such certificates shall be delivered to the NCC every sixty (60) days in the case of Ontario (April 1st, June 1st, August 1st, October 1st, December 1st and February 1st of each Contract Year) (see 2.15.24).

SECTION 6 – REPORTING

6.1.5 Health and Safety Plan

After being informed that his/her proposal has been retained and prior to and as a condition of Contract award, the Contractor shall, at his/her own expense, submit to the NCC his/her health and safety plan. (See 2.15.24: Plan must be submitted to the NCC before Contract signature. Any modifications to this plan must be presented to the NCC.)

6.1.6 Asset Inventory (see Appendix 6-D)

The Asset Inventory Report is done every two years (1, 3 & 5) and assesses and records the quantity and condition of NCC's assets. The decommissioning of assets and their lifecycle replacement will be discussed as a result of this fieldwork and report. The report will be co-signed by the Contractor and the NCC. The fieldwork for this report will be undertaken jointly. An electronic copy will be submitted, followed by a hard copy.

The Contractor shall be responsible for maintaining and safeguarding all assets indicated on the said reports and shall be responsible for the following:

- Ensuring the NCC sign off at the start of the Term (April 1, 2012);
- Reporting at mid-Contract on asset status (inventory taken October 1st and reported October 23, 2015 – see 3.4.3.1);
- Ensuring the Contract sign-off at the end of the Contract.

6.1.7 Annual Capital Work Assessment Report

The capital work assessment report identifying all capital projects requirements for the fiscal year is to be provided once yearly by September 1st of each Contract Year. The report shall indicate the name of the project, the scope of work and estimated value of work (see 2.4.2 for details).

Note

All Capital Work projects are outside of this Contract and will be tendered by NCC standard Contracting procedures (e.g. competitive bids).

6.1.8 Response Plan for Toxic Spills

The Contractor will establish a response plan for toxic spills. This plan will be submitted to the NCC for approval within thirty days of Contract commencement. Any modifications to this plan must be presented to the NCC. A report for each toxic spill must be forwarded to the NCC as soon as possible (see 6.1.8).

6.1.9 Key Activity Schedule (see Appendix 6-E)

The Key Activity Schedule is an operational work tool that captures the important requirements of this Contract (key activities and their locations as well as all preventative Maintenance activities) and the deadline for completing each activity. The Contractor and NCC shall both actively participate in the preparation of the Key Activity Schedule. Once agreed upon by both parties, the Contractor shall then be required to complete all activities before the deadline indicated in the Key Activity Schedule. The Key Activity Schedule is not intended to replace any or all of the Contractual requirements of this

SECTION 6 – REPORTING

Contract, but is a partnering tool to better plan for the essentials of this Contract. Usually, this schedule is completed in May of each Contract Year.

6.1.10 Occurrence Report (see Appendix 6-F)

The occurrence report is to be submitted by the Contractor for any Maintenance issues, emergency situations, observations, public complaints, etc. occurring on Lands included in the Contract (e.g. illegal dumping, vandalism, hazardous trees, unauthorized shelters and/or fire pits, broken gates, etc.). Occurrence reports must be forwarded preferably by electronic mail (e-mail) to the NCC within 24 hours of the observation of an incident. Security related occurrences shall be reported as per 2.15.15.

The response to an incident report will require some judgment on the part of the Contractor. When deemed significant, they will be prioritized in the following order: public safety, environmental impacts, publicly visible areas, and other sites. When in doubt the Contractor should consult with the NCC.

6.1.11 Unsatisfactory Performance Report (see Appendix 6-G)

The unsatisfactory performance report is to be commented on by the Contractor each time the NCC completes one for any work included in the Contract that has not been provided or has been provided in an unsatisfactory manner.

6.1.12 Damage to Assets Due to Vandalism/Accident or Theft Report on Occurrence Report (as needed) (see Appendix 6-F)

All damages to assets due to vandalism/accident or theft with cost estimates shall be recorded on an occurrence report (see Appendix 6-F) and digital photographs of the damages shall accompany the report when returned to the NCC (see 3.14).

6.1.13 Third Party Damage on Occurrence Report (as needed) (see Appendix 6-F)

All third party damages with cost estimates shall be recorded on an occurrence report and digital photographs of the damages shall accompany the report when returned to the NCC (see 3.15).

6.1.14 Pesticide Application Record (see Appendix 6-H)

The Contractor is to **obtain prior approval from the NCC** before commencing any spraying activity (see 3.18). The pesticide application record is to be filled out by the Contractor any time pesticides or herbicides are sprayed or used on any Lands included in this Contract. The Contractor shall deliver the completed form no later than 24 hours after the said spraying occurred.

6.1.15 Security Clearance

Provide all information required to obtain the appropriate security clearance for all Contractor's employees at the beginning of the Contract and when new employees are hired. See 2.15.15.

SECTION 6 – REPORTING

6.1.16 Fire Extinguisher Condition Report

On November 30th of each Contract Year, the Contractor will send a report to the NCC. See 3.26.

6.1.17 Keep a Daily Log Book (including all Civil interventions) (see 3.5.1.1 and 4.4)

Civil assets include, but are not limited to, the following: roadways and parking lots, walkways, pathways, sidewalks, steps and trails, systems (site lighting and electrical, drainage, plumbing, irrigation and water), fixtures and furniture (concrete, stone, wood, metal, plastic/fibreglass/glass, fabric and canvass).

6.1.18 Keep a Locking Devices Register for Loan of Keys (see 3.13)

6.1.19 Report related to Trees/Shrubs Deciduous/Coniferous

In May and September of each Contract Year. See 4.3.2, item #2.

6.1.20 Electrical Report (see 4.4.2 and Appendix 4-C)

6.1.21 Catch Basins Report

Annually in Spring; see 4.4.3.1.

6.1.21 Potable Water Testing Including Drinking Fountain Report

(see 4.4.4.1)

6.1.23 Other Reporting

In addition to the above mentioned reports, the Contractor **must** report to the NCC when it encounters problematic situations such as poor asset conditions, malfunctioning of assets, deficiencies, anomalies, non-acceptable land uses, security breach, theft, environmental threats, etc. and when it undertakes repairs to assets.

The requirements for these types of reports can be found in various places of this Contract such as, but not limited to, the following:

- Environmental reports (see appendix 2-D and 3.17)
- Security breach and public safety reports (see 2.15.15, 3.10)
- Missing or stolen property (see 3.4.3)
- Monitoring (see 3.5)
- Utility services meter reading report (see 3.30)
- Animal carcasses reports (see 3.21, 4.6.1.1)
- Landscape deficiencies reports (see 4.3)
- All Surfaces reports (asphalt, concrete/masonry, gravel/granular/stone/natural/decorative surfaces , wood) (see 4.4.1 and following)
- Drainage System reports (General, catch basins, manholes, culverts, ditch drainage channels (see 4.4.3.1 and following)

SECTION 6 – REPORTING

- Plumbing Systems reports (drinking and decorative fountains, outdoor faucets, irrigation systems, irrigation pump stations) (see 4.4.4 and following)
- Flood control report (see 4.5.1.4)
- Regulatory, FIP and Information Signage Reports (see 4.4.5.2, 3.4.3.2)
- Permanent graffiti report (see 4.6.1.5)
- Bridges and Tunnels Reports (see 4.6.1.9)
- Lands uses, events reports (see section 5)

The Contractor will use the occurrence report template when reporting such instances.

SECTION 6 – REPORTING
APPENDIX 6-A
ANNUAL FIXED FEE PAYMENT SCHEDULE

Contract: Eastern Lands

Year: _____

Sites	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total
1. Aviation Parkway													
2. Diplomatic Precinct													
3. Lady Grey Drive													
4. Laurier House													
5. 283 Chapel Street													
6. Rideau Centre Terrace													
7. Rideau Falls & Green Island Park													
8. Rockcliffe Park													
9. Rockcliffe Parkway													
10. Rockcliffe Rockeries													
11. Official Residences													
Subtotal													
HST													
Grand Total													

SECTION 6 – REPORTING
APPENDIX 6-B
Annual Expenditure Report (Review engagement)

Sites	Landscape			Civil				SNIC	Waste/ Cleaning	Programs		Event support			Total
	Trees & Shrubs	Turf	Other	Roadway	Electrical	Plumbing	Other			Floral	Sunday Bikedays			Other	
Aviation Parkway															
Diplomatic Precinct															
Lady Grey Drive															
Laurier House															
283 Chapel Street															
Rideau Centre Terrace															
Rideau Falls & Green Island Park															
Rockcliffe Park															
Rockcliffe Parkway															
Rockcliffe Rockeries															
Official Residences															
<i>Subtotal</i>															
<i>HST</i>															
<i>Grand Total</i>															

SECTION 6 – REPORTING

APPENDIX 6-B ANNUAL EXPENDITURE REPORT (Review engagement) YEAR ENDING MARCH 31 _____

(Continued)

Definitions for Maintenance Activities, Programs and Events

The following definitions are provided to assist the Contractor in distributing the expenses for the Maintenance activities, Programs and Events reporting requirements.

Landscape operations

- Trees and Shrubs (see 4.3.2 and following) means all Maintenance activities related to pruning/trimming, bed/saucer, cultivating and edging, tree and shrub removal following NCC approval, tree protection and mulching
- Turf (see 4.3.1 and following) means all Maintenance activities related to cutting and trimming, watering, edging, fertilizing, top dressing and seeding and aerating
- Other means all other activities related to landscape operations.

Civil operations

- Roadways, bridges and parking lots means all Maintenance activities related to inspection and minor repairs of surfaces and structures, accident clean-up, sweeping and emergency repairs and drainage operations, pothole repairs, minor asphalt repairs, spring clean-up (including sweeping), gravelling and grading, dust control, and minor concrete and masonry repair.
- Electrical means all Maintenance activities related to the inspection, testing and repair of electrical devices such as lights, electrical Components, distribution boxes, etc.
- Plumbing means all Maintenance activities related to the inspection and repair of plumbing Components including irrigation systems and all Maintenance activities related to operations of washroom facilities.

Others means:

- Major fixed assets Maintenance means all Maintenance activities related to inspection, repair, staining, painting, replacement of doors, windows, screens, or any other fixtures of permanent fixed assets such as buildings, bridges, signs, etc.
- Signage operations means all Maintenance activities related to inspection and repair of regulatory signage and Federal Identity Program signs and structures, and interpretive panels.
- Minor fixed and moveable assets means all Maintenance activities related to the inspection, transportation, installation and repair of fences, gates, picnic tables, park benches, waste baskets, and miscellaneous outdoor furniture.

Waste/Recycling/Cleaning

means all Maintenance activities related to garbage pick-up (ground), garbage removal (baskets), garbage recycling, graffiti removal/clean-up, leaf raking, blowing, pick-up and removal, and clean-up and removal of illegal dumping on designated roads, parkways, sidewalks, parking lots, turf areas and all other areas located within the boundaries of this Contract. It also includes cleaning and pumping of washroom facilities and pit toilets.

Snow and Ice Control (SNIC)

means all Maintenance activities related to plowing, snow removal, road sanding, salting and de-icing on roadways, parking lots, sidewalks, building entrances, doorways, exits, signage, roofs and emergency fixtures.

SECTION 6 – REPORTING

APPENDIX 6-B

ANNUAL EXPENDITURE REPORT (Review engagement)

YEAR ENDING MARCH 31 _____

(Continued)

Programs

- Floral program means the Maintenance of floral displays including soil preparation, bed Maintenance, flower supply, planting and removal, bed fertilizing and watering, disease and pest control, weeding, edging, and thinning.
- Recreational Pathways means all Maintenance activities related to inspection, grading, minor asphalt repair, ditch and culvert cleaning and repairs, sweeping and hazard remediation (overhanging branches, tree fall, etc.), vegetation pruning, grass cutting, garbage pick-up (ground), garbage removal (baskets), debris removal and sweeping (e.g. sand, gravel, leaves, tree branches, trees), signage (regulatory and FIP) repairs, pathways surface repairs, erosion repair, furniture Maintenance (benches, waste baskets, bike racks).

Events and Programs

- Sunday Bikedays means all activities related to this program.
- Others mean all other activities related to recreational and information services provided to visitors. It also includes all logistical activities such as all costs and support associated with the transportation and set-up/take-down of event furniture, barricades, signage structure and accessories, including special event electrical set-up, event clean-up, additional toilet and public facility installation and closing, miscellaneous event structure fabrication and Maintenance, and event support, dismantling and monitoring.

SECTION 6 – REPORTING

**APPENDIX 6-C
 REPORT OF ANNUAL COSTS BY CATEGORY OF EXPENDITURES
 (Review engagement)
 YEAR ENDING MARCH 31 _____**

Contract: Eastern Lands

Category of Expenditures	Amount	Percentage
Salaries and Benefits		
Material		
Equipment		
Energy Cost (fuel)		
Insurance Cost		
Administrative Cost		
Subtotal		
HST		
Grand Total		

SECTION 6 – REPORTING

**APPENDIX 6-D
ASSET INVENTORY
(Sample)**

Contract: **Eastern Lands**

Asset	Allocation	Beginning of Contract	Oct. 23, 2015	End of Contract
Bench permanent	245			
Bench portable	41			
Basket permanent	123			
Basket portable	44			
Garbage drum portable	3			
Banner	0			
Tree planter	2			
Cone	20			
Sunday Bike Day	36			
Barricade	65			

Fire Extinguishers

	Allocation	Beginning of Contract	24 Oct. 2014	End of Contract
<u>Rockliffe Pavillion</u>	1			

Notes

- Refer to 5.1 for inventory of assets specific to Special Events (all other sites indicated in table 6-D above);
- All numbers indicated in the “Allocation” column are to be updated/confirmed before April 1, 2014.

SECTION 6 – REPORTING

**APPENDIX 6-E
KEY ACTIVITY SCHEDULE (sample)**

Date Required	Activities	Location	Date completed	Comments
March – Week 1	<ul style="list-style-type: none"> ▪ Daily litter pick-up, removal and waste basket emptying started ▪ Flood control plan completed ▪ Spring clean-up plan completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ All sites 		
March – Weeks 1, 2, 3 and 4 if required Week 4	<ul style="list-style-type: none"> ▪ Flood control measures fully implemented (catch basins, etc.) ▪ Spring clean-up started 	<ul style="list-style-type: none"> ▪ All sites where required ▪ All sites 		
April – Week 1	<ul style="list-style-type: none"> ▪ Stairs (closed for winter) cleaned and opened ▪ Preventative Maintenance plan report submitted 	<ul style="list-style-type: none"> ▪ Where required 		
April – Week 2	<ul style="list-style-type: none"> ▪ Winter protections removal completed ▪ Asset repair inspection completed 	<ul style="list-style-type: none"> ▪ Where required ▪ All sites 		
April – Week 3	<ul style="list-style-type: none"> ▪ Turf clean-up and repair completed ▪ Installation of summer park furniture completed ▪ Recreational pathway graded and in operation 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ Where required 		
April – Week 4	<ul style="list-style-type: none"> ▪ Spring clean-up of hard surfaces completed (e.g. flushing and/or sweeping) ▪ Removal of salt boxes completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites 		
May – Week 1	<ul style="list-style-type: none"> ▪ Spring clean-up of all surfaces completed 	<ul style="list-style-type: none"> ▪ All sites 		
May – Week 2	<ul style="list-style-type: none"> ▪ First turf aeration completed ▪ Waste receptacle emptying a minimum of once a day started ▪ Turf overseeding completed ▪ All park plumbing (water fountains, irrigation systems, etc.) opened and operating ▪ Building/Structure inspection, Maintenance and repair plan completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ All sites ▪ Where required ▪ Where required 		
May – Week 3	<ul style="list-style-type: none"> ▪ First grass cutting along recreational pathways completed ▪ First weed control completed 	<ul style="list-style-type: none"> ▪ All pathways ▪ All sites 		
May – Week 4	<ul style="list-style-type: none"> ▪ Edging around Specimen Trees, shrubs and hedges completed ▪ First weed operation completed (tree, shrub, flowers) ▪ Flower beds with no spring bulbs planting completed 	<ul style="list-style-type: none"> ▪ Where required ▪ Where required ▪ Where required 		


SECTION 6 – REPORTING

**APPENDIX 6-F
OCCURRENCE REPORT
(sample)**



Occurrence Report (emergency, observation, complaint) # _____ - _____
(attach photo/map whenever possible – use back of form as needed)

Initial report forwarded to:	
Completed report returned to:	
Date:	Time:
Site:	
Occurrence Type _____	Region _____ Atlas Sheet _____
Category _____	Sector _____ Component Id. _____
Details (description of incident/complaint/observation, estimate):	
Action taken/required (service contacted):	
Reported by:	Phone #:
Date:	Fax #:
Follow-up Action required:	
Date completed:	
Comments:	
Signature:	Date:

 *Shaded Portion for NCC use only*

SECTION 6 – REPORTING

APPENDIX 6-G UNSATISFACTORY PERFORMANCE REPORT (Sample)



Supplier no. / N°. de fournisseur

UNSATISFACTORY PERFORMANCE REPORT RAPPORT DE RENDEMENT INSATISFAISANT

Date of report / Date du rapport :

Project Officer / Agent de projet :

Contract no. / N°. de marché :

Description of work : (building, equipment or type of work being reported on)
Description du travail : (immeuble, matériel ou travaux visés faisant état du rapport)

Contractor / Entrepreneur :

Address / Adresse :

Postal code / Code postal :

Supporting data : (additional supporting data, including photographs if applicable)
Pièces justificatives : (renseignements supplémentaires incluant les photographies, s'il y a lieu)

Description of unsatisfactory performance : (summary of problem, duration, cause, remedial action attempted)
Description du rendement insatisfaisant : (brève description du problème, durée, cause, mesures envoyées)

Recommendations of Project Officer / Recommandations de l'agent de projet :

Project Officer's signature / Signature de l'agent de projet

Telephone number / Numéro de téléphone

Date

For Procurement Officers use only / À l'usage des agents d'approvisionnement seulement :

Comments :

SECTION 6 – REPORTING

**APPENDIX 6-H
PESTICIDE APPLICATION RECORD
(sample)**

Written approval for application received from the NCC: Yes <input type="checkbox"/> No <input type="checkbox"/>					
Location of property sprayed:					
Plant material treated	Treated for	Type of pesticide(s)	Rate/litre	Application rate/ hectare or 100 trees	
Type of machine or equipment	Wind			Temperature summary	Time of treatment _____ A.M _____ P.M
	Direction	Velocity	Temp.		
Comments:					
Equipment worn by exterminator:					
Signature of exterminator:	Date:	Name of operator:	Date:		
License number:	License class:	License number:	License class:		

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

7.0 General Instructions to Proponent

This section of the Request for Proposal (RFP) provides information to Proponents and documents Proponents must submit within their Detailed Proposal in response to this RFP.

7.1 Site Tour & Bidders' Conference (non mandatory)

Proponents are invited to attend, at their cost, a site visit and a bidders' conference. The site visit and bidders conference will commence promptly at 08:30 am Ottawa time on August 13, 2013 in the Lobby of 40 Elgin Street, Ottawa, Ontario.

Attendance at the site visit and bidders' conference is limited to no more than two (2) representatives per Proponent. Proponents are asked to confirm their attendance at the site visit and bidders' conference no later 10:00 am Ottawa time on Thursday August 8, 2013 by fax to Nathalie Rheault at fax number 613-239-5007 or by e-mail nathalie.rheault@ncc-ccn.ca. The NCC will provide transportation for the site visit. Proponents are advised to be on time. The site visit will consist of an overview tour of selected sites.

The conference will provide Proponents with an opportunity to seek clarification with respect to the RFP document. The NCC will attempt to answer all questions that it deems relevant to the RFP document at the bidders' conference or subsequently through the issuance of addenda.

It is highly recommended that Proponents participate in the site tour and the bidders' conference to ensure they have proper and comprehensive knowledge of the scope of the work required.

7.2 Identification and Delivery of Detailed Proposals

Each Detailed Proposal shall consist of the following:

- A) Mandatory requirement
 - The Bid Security (see 7.7)
- B) Detailed proposal
 - One (1) original and four (4) duplicate copies of the Technical Proposal which must include all the elements identified in Appendix 7-D Rated Requirements and Appendix 7-G Contract Percentage Breakdown.

Note :

The requested annual financial statements shall be submitted in a separate envelope.

- C) Financial proposal
 - To be submitted in a **separate sealed envelope**. It must include:
 - One (1) original of the **signed** Fee proposal (Appendix 7-A parts 1, 2 and 3);
 - the Annual Fixed Fee Payment Schedule for the first Year of the Contract (Appendix 6-A); and
 - the **signed** Hourly Rate/Unit Price for Maintenance Services (Appendix 2-A).

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

The Financial Proposal must be submitted in a **separately sealed and clearly marked envelope** (do not insert any other document in this envelope). The Fixed Fee and cost breakdowns and any other financial information identified in the said Financial Proposal must ***not*** appear in the Technical Proposal nor anywhere else in the Detailed Proposal.

All Components of the Detailed Proposal package, including the separately sealed annual financial statements and the separately sealed Financial Proposal envelope, shall be submitted together in a large envelope. The Detailed Proposal envelope shall be properly identified and delivered, without exception, prior to the closing date and time for submission of Proposals.

All Detailed Proposal envelopes received on time will be kept in a secure place from the time of receipt to the time of opening.

It is the Proponents responsibility to ensure Detailed Proposals and all related documents are received at the specified address prior to the closing date and time. Proponents may request a receipt upon delivery.

Facsimile or electronically transmitted Detailed Proposals will be treated as non-responsive and will receive no further consideration. However, where a formal Detailed Proposal has been received on time at the specified address, amendments thereto by facsimile are acceptable provided that such amendments be also received prior to the RFP closing date and time and only at the facsimile number 613-239-5012, be on company letterhead and be signed and dated. All such amendments shall be addressed to the Contracting Authority and shall set forth complete details of all changes in order to be considered as an integral part of the Detailed Proposal.

7.3 Joint Venture Submissions

The NCC will accept Detailed Proposals from joint venture entities. Note that all Detailed Proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each Detailed Proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each Detailed Proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Note that if the successful Proponent is a joint venture, the signed joint venture agreement must be presented prior to Contract award.

In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements.

Note

A joint venture whereby Contractors separate Contracting activities (e.g. Landscape and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations, special events) amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

7.4 Language of the Detailed Proposal and Supporting Documentation

The Detailed Proposal and any supporting documents may be submitted in either English or French.

7.5 Currency

It is mandatory that all fees, hourly rates/unit prices and taxes submitted in this Financial Proposal be in Canadian Dollars in order to be considered compliant and responsive to the RFP.

7.6 Signing Procedures for the Detailed Proposal

The form identified as Appendix 7-A (1), (2) and (3) entitled “Fee Proposal” shall be properly completed and signed, where signatures are indicated and necessary, in full compliance with the requirements indicated herein:

- 7.6.1 The signature of person(s) submitting a Detailed Proposal shall be in their respective handwriting.
- 7.6.2 Corporation: If this Detailed Proposal is made by a corporation, the full name of the company shall be accurately PRINTED in the space provided for that purpose (name of Proponent), the form shall be signed by the duly authorized representatives of the company.
- 7.6.3 Partnership: If this Detailed Proposal is made by a Partnership, the firm name or the business name shall be accurately PRINTED in the space provided for that purpose (Name of Proponent) and the names of all partners shall be PRINTED immediately under their respective signatures.
- 7.6.4 Sole Proprietorship: If this Detailed Proposal is made by an individual carrying on business under a name other than his/her own, his/her business name together with the name of the sole proprietor shall be accurately PRINTED in the space provided for that purpose (Name of Proponent). In the event that the sole proprietor carries on business in his/her own name, he/she shall merely PRINT his/her name where indicated.
- 7.6.5 Joint Venture: If this Detailed Proposal is made by a **joint venture corporation** (i.e. an incorporated body), the full name of the company shall be accurately PRINTED in the space provided for that purpose (Name of Proponent) and the form shall be signed by the duly authorized representatives of the joint venture corporation. If this Detailed Proposal is made by a **joint venture partnership** (i.e. where there is an intention to create a partnership), the firm name or business name shall be accurately PRINTED in the space provided for that purpose (Name of Proponent) and the names of all partners shall be PRINTED immediately under their respective signatures. If this Detailed Proposal is made by a **Contractual joint venture** (i.e. no separate entity, but simply a Contractual arrangement between two parties), the requirements set out above for corporations, partnerships or sole proprietorships must be followed as applicable for each of the parties to the joint venture arrangement.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

- 7.6.6 Detailed Proposals received without signed forms, where signatures are indicated and necessary, shall render the Detailed Proposal non-responsive and it shall receive no further consideration.**

7.7 Mandatory Bid Security Requirements

- 7.7.1** Proponents must submit, with the Detailed Proposal, the following mandatory bid security as an integral part of any Detailed Proposal submission. Failure to submit bid security shall render the Detailed Proposal as non-responsive and it shall receive no further consideration.

7.7.2 Acceptable Forms of Bid Security

The following link to Treasury Board's website provides a list of insurance companies whose bonds may be accepted as security by the government.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027§ion=text#L>

Please use form inserted in Appendix 7-B.

- 7.7.2.1** An unconditional irrevocable letter of credit or a letter of guarantee issued by one of the five largest Canadian chartered banks in a form acceptable to the NCC for the sum of \$75,000.00 or;
- 7.7.2.2** A certified cheque drawn on a bank to which the Bank Act or in Québec the Credit Union Act applies, and made payable to the order of the National Capital Commission for the sum of \$75,000.00 or;
- 7.7.2.3** A bid bond from a company acceptable to the NCC (see 7.7.2 and Appendix 7-B) and in terms satisfactory to the NCC for the sum of \$75,000.00 or;
- 7.7.2.4** Bonds of the Government of Canada unconditionally guaranteed as to principal and interest by the Government of Canada and having a par value of \$75,000.00 if such bonds are:
- Payable to the bearer; and
 - Accompanied by a written instrument of transfer, duly executed by the registered owner, whose signature shall be guaranteed by a chartered bank or financial institution satisfactory to the NCC. Coupon bonds shall have attached thereto all coupons unmatured at the time the bonds are delivered to the NCC. Coupons maturing during the retention of the security by the NCC shall be returned to the Proponent upon request. Coupons which matured prior to submitting a Detailed Proposal are to be detached by the Proponent.
- 7.7.3** The bid security shall remain in place for 90 working days after the closing date and time of the RFP, until Contract award or until notification by the NCC that a Proponent is unsuccessful, whichever date is later. The NCC reserves the right to request extensions for additional 60 day periods as required.
- 7.7.4** The bid security shall be forfeited if the Proponent withdraws or amends all or any part or parts of its Detailed Proposal at any time after the specified RFP closing date and time

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

and prior to the award of a Contract or refuses to enter into a Contract when called upon to do so. The NCC may, if, in its discretion, it is in the public interest to do so, waive this right.

- 7.7.5** Bid security in the form of, letters of credit, certified cheques or Bonds of the Government of Canada, of the unsuccessful Proponents or, if no Detailed Proposals are accepted, of all Proponents, will be returned.
- 7.7.6** The bid security of the Successful Proponent will be returned once the Successful Proponent has entered into a Contract with the NCC and provided the requested performance security.

7.8 Technical Proposal Format

The NCC requires that all technical proposals be submitted according to the information requested in Appendix 7-D and Appendix 7-E.

7.9 Evaluation Process

Detailed Proposal will follow a three-stage process as follows:

Stage 1 – verifies that the Detailed Proposal meets the mandatory requirement of the Bid Security (see 7.7).

Stage 2 – evaluates all technical proposals that pass stage 1 according to the rated requirements specified in Appendix 7-D.

Stage 3 – evaluates the financial requirements of qualified Proponents.

7.9.1 Detailed Proposal Requirements Review (Stage 1)

All Detailed Proposals that are received on time will be reviewed to ensure that the mandatory RFP requirement identified in Appendix 7-C has been submitted. Detailed Proposals complying with the mandatory requirement shall be considered compliant and will proceed to stage 2 of the evaluation process. Detailed Proposals that are not in compliance with the mandatory requirement shall be treated as non-responsive and receive no further consideration.

7.9.2 Technical Proposal Evaluation – Rated Requirements (Stage 2)

Each technical proposal in compliance with stage 1 will be evaluated and rated according to the prescribed criteria identified below and detailed in Appendix 7-D and Appendix 7-E.

The rated requirements of each technical proposal will be weighted as follows:

Part 1: Company – Profile, Experience, References and Financial Situation	40 points
Part 2: Operations Plan and Contract Percentage Breakdown	70 points

Total: 110 points

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

Each technical proposal must attain a minimum of 28 points out of 40 in total for rated requirement part 1 (Company – Profile, Experience, References and Financial Situation) and 49 points out of 70 for rated requirement part 2 (Operations Plan) to be deemed responsive to the RFP and to further proceed to stage 3 of the evaluation process. Technical Proposals that do not achieve the minimum required technical score for **each** requirement (parts 1 and 2) shall be deemed non-responsive and receive no further consideration. In such cases, the Fee Proposal envelopes shall be returned unopened to the Proponent.

7.9.3 Financial Proposal Review (Stage 3)

The financial proposal envelope (containing the **signed** Fixed Fee for the first year of the Term) of each technical proposal in compliance with stage 2 shall be opened, reviewed to ensure that it is compliant with the mandatory requirements in 7.5 and evaluated to establish the lowest Fixed Fee for the first year.

7.10 Basis of Award

Subject to 7.11.1, the Proponent whose technical proposal meets or exceeds the minimum required points specified in 7.9.2 above and who has submitted the lowest Fixed Fee for the first year of the Term shall be deemed the successful Proponent. The total Fixed Fee for the first year of the Term shall be the grand total amount quoted by the Proponent in Appendix 7-A (3).

7.11 Acceptance of Detailed Proposal

7.11.1 The NCC reserves the right to not accept any of the proposals submitted, to cancel the Request for Proposal and/or to reissue the Request for Proposal in its original or revised form. The NCC also reserves the right to negotiate with the Successful Proponent and/or any/all Proponents.

7.11.2 Without limiting the generality of 7.11.1, the NCC may reject any proposal, based on an unfavourable assessment as to:

7.11.2.1 The adequacy of the proposed price to carry out the work;

7.11.2.2 The Proponent's performance on other Contracts, including but not limited to, the Contracts the Proponent may have had or may still have with the NCC.

7.11.3 In assessing the Proponent's performance on other Contracts pursuant to 7.11.2.2, the NCC may consider, but shall not be limited to, such matters as:

7.11.3.1 The efficiency and workmanship of the Proponent in performing the work; and

7.11.3.2 The extent to which the Proponent executed the work in accordance with the Terms and Conditions of the Contract.

7.11.3.3 Vendor Performance Background:

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

1. The NCC may reject a bid where any of the following circumstances are present:
 - a) The Proponent or any employee or subContractor included as part of the proposal, has been convicted under section 121 (“Frauds on the government” & “Contractor subscribing to election fund”), 418 (“Selling defective stores to Her Majesty”) of the Criminal Code; or
 - b) With respect to current or prior Contracts with the NCC or the Government of Canada
 - 1) The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - 2) The NCC has evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any matter of discrimination, on the part of the Proponent, any of its employees or any subContractor included as part of its proposal;
 - 3) The NCC has exercised its Contractual remedies of suspension, setting off or termination for default with respect to a Contract with the Proponent, any of its employees or any subContractor included as part of its bid; or
 - 4) The Proponent’s performance on current or prior Contracts, including the efficiency and workmanship as well as the level of compliance with Contractual Terms and Conditions is, unsatisfactory to the NCC and has been documented as such.
2. Where the NCC intends to reject a proposal pursuant to a provision to paragraph 1, the Contracting Authority shall so inform the Proponent and provide the Proponent ten (10) days within which to make representations, prior to making a final decision on the rejection of the proposal.

7.12 Conditions of Contract Award

Prior to Contract award, the successful Proponent shall provide the following:

7.12.1 Joint Venture Agreement

If the successful Proponent is a joint venture, the signed joint venture agreement must be presented (see 7.3 of this RFP).

7.12.2 Employment Equity (Appendix 7-F)

The federal government program for employment equity requires that organizations who are bidding for federal government Contracts worth \$200,000 or more and have 100 or more employees, make a formal commitment to implement employment equity. In such case, proof of the Proponent’s commitment to implement employment equity shall be required prior to the Contract signature. By completing the Federal Government Program

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

for Employment Equity form provided in Appendix 7-F, the Proponent can make a quick check of whether they are meeting the bidding requirement of the Program. It is mandatory that the form be signed and submitted within 5 working days of written request by the NCC and in any event shall be prior to the Contract signature. Failure to commit to implement employment equity where applicable shall render the Detailed Proposal as non-responsive and it shall be disqualified at that point in time.

7.12.3 Performance Security

The Successful Proponent shall provide performance security in accordance with the requirements specified in 2.11 of this RFP.

7.12.4 Proof of Insurance

The Successful Proponent shall provide proof of insurance in accordance with the requirements specified in 2.10.7 of this RFP.

7.12.5 Supplier – Direct Payment and Tax Information Form

The Proponent shall complete and submit to the NCC the Direct Payment and Tax Information Form prior to Contract award. The direct payment service will facilitate the transfer of amounts payable by the NCC to suppliers. The tax information section of the form is a requirement of the *Income Tax Act*.

7.12.6 CSST or WSIB Certificate

The Successful Proponent shall provide a CSST or WSIB certificate as applicable. This is a document confirming that the Contractor is registered and that his/her file is in good standing order (see 2.15.24.1.7 of this RFP).

7.12.7 Security Representative

The Successful Proponent shall provide the name of his/her security representative (see 2.15.15 of this RFP).

7.12.8 Health and Safety Plan

The Successful Proponent shall provide his/her health and safety plan (see 2.15.24.1.5 of this RFP).

7.13 Additional Terms and Conditions of the RFP

7.13.1 Ownership of RFP Documents

7.13.1.1 All documents submitted or prepared by the Contractor under the terms of the Contract shall become the property of the NCC, which shall become the owner of the copyright.

7.13.1.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.

7.13.1.3 As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.

7.13.1.4 The NCC shall have unrestricted access to all documents and records provided to the Contractor during the Term of the Contract.

7.13.2 Access to Information

Detailed Proposals shall be held in strict confidence. However, Proponents are reminded that the NCC, as a Crown corporation, is subject to the provisions of the *Access to Information Act*. Information submitted may be eligible for disclosure in accordance with the requirements of the *Access to Information Act*. In such circumstances, the NCC shall be relieved of its obligation thereunder to keep such information confidential. Such information is usually not released without consent of the pertinent Proponent, unless there is an order made pursuant to the *Act*. However, the Proponent consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

7.13.3 Limitations & Cautions

7.13.3.1 Detailed Proposals shall be irrevocable and remain unchanged in all aspects, including price, during the period of time between the closing date of this RFP and the identification of the Successful Proponent unless expressly agreed to by both the NCC and the Proponent.

7.13.3.2 The NCC reserves the right to request clarification from the Proponent for a mandatory requirement submitted in response to the RFP that in the sole opinion of the NCC, is marginally responsive or vague. Any information previously submitted to the NCC may not be incorporated in this RFP by reference but shall be resubmitted with the Detailed Proposal nor shall the NCC accept additional information after the closing date of the RFP.

7.13.3.3 Nothing, including but not limited to, this RFP or the Proponent's response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or service from any of the Successful Proponents, unless and until the RFP has received all requisite external approvals and has been executed by the NCC and the Proponent.

7.13.3.4 The NCC shall not be obligated to reimburse or compensate any Proponent, its subContractors or manufacturers for any costs incurred in connection with the

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the NCC and shall not be returned.

7.13.3.5 The successful Contractor shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to or prosecuted, by any Person that was under the direction and control of the Contractor during the Term of the resulting Contract and which Person is claiming or claims a moral right, as set out under the *Copyright Act*. The obligation to indemnify under this clause survives termination of the resulting Contract and shall remain in force for the duration of the copyright in the work created under the resulting Contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Contract.

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**APPENDIX 7-A (1)
FEE PROPOSAL
(in Canadian Dollars)**

Request for Proposal: NCC tender file No. NR58

TO: Procurement Services
National Capital Commission,
40 Elgin Street, 3rd floor Service Centre
Ottawa, Ontario, K1P 1C7

I/We _____
(Name of Proponent)

Business Address _____

I/We have carefully examined the RFP documents (Parts I and II).

I/We hereby offer to provide the goods and services in a careful and workmanlike manner described in the NCC tender file No. NR13 for the Fixed Fee for the first Year of the Term including all applicable taxes of:

...../100 \$
(Print amount)

***Grand Total**
***(transferred from Grand total, Appendix 7-A (3))**

N.B.: For subsequent Years (Years 2 to 5), I/We understand and agree that the Fixed Fee for the first Year of the Term will be adjusted based on the Consumer Price Index (CPI) adjustment as described in 2.16.

I/We undertake to enter into a Contract, incorporating all Terms and Conditions of the RFP, for the execution of the goods and services if notified by the NCC of the acceptance of the Detailed Proposal.

Award of this RFP shall be in accordance with the Terms and Conditions identified in NCC tender file No. NR58.

I/We undertake to be bound by the Terms and Conditions of the RFP and any resulting Contract.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (2)
FEE PROPOSAL
(in Canadian Dollars)
(continued)**

ADDENDA

I/We acknowledge receipt of the following addenda and have included the requirements of it/them in my/our fee proposal.

(Proponent to enter number and date of addenda issued, if any).

SIGNATURE

IN WITNESS WHEREOF I (WE) have hereunto set (my, our) hand (s)

This _____ day of _____, 20__.

Signed, sealed and delivered by the Proponent(s) in the presence of:

Signature of Proponent/Position
I have authority to bind the corporation (for corporate proponent)

Signature of Witness

Signature of Proponent/Position
I have authority to bind the corporation (for corporate proponent)

Signature of Witness

Note: The Proponent consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

Contract Contact _____

Business Telephone _____

Fax _____

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (3)
FEE PROPOSAL (in Canadian Dollars) (continued)
FEE PROPOSAL BREAKDOWN**

Important: The Fixed Fee submitted for this RFP shall be applicable for the first Year of the Term commencing April 1, 2014.

Fixed Fee per Site/Program/Event/Service		Fixed Fee for the first Year
Sites (each site cost to include general and special requirements excluding B & C)		
1	Aviation Parkway	\$
2	Diplomatic Precinct	\$
3	Lady Grey Drive	\$
4	Laurier House	\$
5	283 Chapel	\$
6	Rideau Centre Terrace	\$
7	Rideau Falls and Green Island park	\$
8	Rockliffe Park	\$
9	Rockliffe Parkway	\$
10	Rockliffe Rockeries	\$
11	Official residences	\$
	(A)	
	Sub-total (sites 1 to 11)	\$
	Tree Removal following NCC approval (4.3.2.3)	(B) \$
	Stumping of trees and shrubs (4.3.2.7).	(C) \$
	(D)	
	Fixed Fee for the electrical testing of equipments which is to be performed in years 2 and 4 as described in 4.4.2, 4-B and 4-C. Price submitted must represent 2013 costs.	\$
	Sub-total (A +B+C+D)	\$
	OHST 13%	\$
	GRAND TOTAL	\$


Company name

Signature

Date

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-B
ACCEPTABLE BONDING COMPANIES**

					
BID BOND FORM					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Bond Number</td> <td style="width: 50%;"></td> </tr> <tr> <td>Amount</td> <td>\$</td> </tr> </table>	Bond Number		Amount	\$
Bond Number					
Amount	\$				
KNOW ALL MEN BY THESE PRESENTS , that	as Principal,				
hereinafter called the Principal, and	as Surety, hereinafter				
called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as					
Obligee, hereinafter called the NCC,	In the amount of				
	dollars				
(\$), lawful				
money of Canada, for the payment of which sum, well and truly to be made, the Principal and					
the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.					
SIGNED AND SEALED this	day of				
	. WHEREAS, the Principal has				
submitted a written tender to the NCC, dated the	day of				
for:					
<p>NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:</p> <p>(a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:</p> <ol style="list-style-type: none"> 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further Contractual documents, if any, as may be required by the terms of the tender as accepted; and does 2. furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the NCC, or other security acceptable to the NCC; or <p>(b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,</p> <p>then, this obligation shall be void; otherwise it shall remain in full force and effect.</p> <p>PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the NCC for an amount greater than the amount specified in the bond.</p> <p>PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.</p> <p>IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.</p>					
SIGNED, SEALED AND DELIVERED in the presence of:					
Principal	Note: Affix Corporate seal if applicable.				
Witness					
Surety					

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-C
REQUIREMENTS TO BE SUBMITTED
WITH THE DETAILED PROPOSAL**

<ul style="list-style-type: none"> ▪ <u>Bid Security</u> 	<p>Mandatory</p>	<p>Section 7.7</p>
<ul style="list-style-type: none"> ▪ <u>Technical Proposal</u> <ul style="list-style-type: none"> ▪ Company Profile, Experience, References and Financial Situation ▪ Operations Plan ▪ Contract Percentage Breakdown 	<p>Rated</p> <p>Rated</p> <p>Rated</p>	<p>Appendix 7-D</p> <p>Appendix 7-D</p> <p>Appendix 7-G</p>
<ul style="list-style-type: none"> ▪ <u>Financial Proposal (in a separate and sealed envelope)</u> <ul style="list-style-type: none"> ▪ Signed Fee Proposal ▪ Annual Fixed Fee Payment Schedule for the first Year of the Contract ▪ Signed Hourly Rate/Unit Price for Maintenance Services 		<p>Appendix 7-A(1), (2) & (3)</p> <p>Appendix 6-A</p> <p>Appendix 2-A</p>

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-D RATED REQUIREMENTS

This appendix provides all of the information required to prepare a Detailed Proposal. It also describes the rating/scoring system that will be used in the evaluation of Detailed Proposals.

The Proponent shall ensure that all rated requirements indicated herein are appropriately and fully covered in his/her Proposal. Proponents must respond within their Proposal to each rated requirement. The omission of any information requested as part of this proposal call shall result in the deduction of evaluation/scoring points.

A specified maximum amount of pages (see below) is indicated for each of the sections of the Detailed Proposal. This is required to ensure that Proposals are concise. Scoring/evaluation points may be removed for any section of the Proposal that surpasses the specified maximum amount of pages (a complete Proposal consists of approximately twenty-three (23) pages or less (Times New Roman, font size 11) – excluding the covering letter, Financial Statement, Bid Security, Contract Percentage Breakdown, Signed Fee Proposal, Annual Fixed Fee Payment Schedule for the first Year of the Contract, Hourly Rate/Unit Price for Maintenance Services and the personnel résumés requested and required in 1.1 below).

Note: In the event that the Bidder’s corporation is a joint venture, provide relevant information regarding each of the participants in the corporation.

The Proposals will be evaluated in accordance with the following requirements and criteria based on a maximum of 110 points as defined below.

1.0 Company – Profile, Experience, References and Financial situation

Proponents must clearly demonstrate that their organization and team (including subcontractors, if any) possess the necessary experience, quality of workmanship and financial capability to deliver the full range of services stipulated in the RFP. Proponents shall provide the following information:

1.1 Company Profile (four (4) pages or less) Maximum Score: 10 points

- Name and describe the legal entity with which the NCC will be dealing;
- Provide the address of the Proponent’s head office and those of any additional locations;
- Include a description of the ownership, control and structure of the business;
- Indicate the number of years the company has been in business;
- Identify the various types of Maintenance services provided by the Proponent to his/her former and current clients;
- Names and résumés of the company president and executive director;
- The Proponent must also provide:
 - Its OHS Company Policy and Program (key responsibilities for supervisor/employees specific to work comparable to the work identified in this Proposal Call);
 - Its history relating to accidents (for at least three years, or if the Proponent has existed for less than three years, since its existence)

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-D RATED REQUIREMENTS (continued)

2. Company Experience (two (2) pages or less) Maximum Score: 10 points

- List and describe previous Contracts (maximum 5) carried out by the Proponent or his/her subContractors. Said Contracts must demonstrate that the Proponent has the accumulated experience and expertise needed to provide the wide range of services requested in this RFP. If a subContractor’s experience is listed, name the subContractor and credit this person with said project:
 - List the Contracts, identify their monetary value and year in which they began and ended and provide an appreciation of the physical size and/or amount of work within each Contract (e.g., number of sites, amount of services, total surface area, etc.);
 - Identify the work activities (administrative: accounting, reporting, material and personnel management, etc.; Maintenance: Landscape, Civil, Snow and Ice Control, Waste/Recycling/Cleaning Operations; special programs and events: floral, logistical services to events) the Proponent accomplished for each Contract.

1.3 References (one page or less) Maximum Score: 10 points

- Provide a list of at least 3 clients and/or corporate references indicating the name, telephone number and e-mail address of the contact person. Also provide the name and full corporate address of the corporation he/she represents (do **not** provide any letters of reference). The requirements of these references are as follows:
 - Only one reference per Contract and/or project;
 - The references must be from clients for which the Proponent most recently or currently does business with (business comparable to the Work required by this RFP) and must be from the Contract listing provided in item 1.2 “Company Experience” (see above).

Notes

- **References will be contacted and the information provided will be evaluated;**
- **For Proponents with past or current NCC Contracts, the NCC reserves the right to auto-reference (e.g., NCC Contract files to be used as part of the evaluation).**

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

1.4 Financial Situation (one-page letter) Maximum Score: 10 points

- One (1) copy of the Proponent’s 4 most recent annual financial statements including notes to financial statements (or all annual statements for any company in operation less than 4 years), prepared according to Canadian generally accepted accounting principles and signed by a licensed independent accountant.

These requested annual financial statements shall be submitted in a separate envelope. Failure to provide financial statements will result in a reduction in the points allotted to your firm for this criterion.

- Provide one letter from the financial institution with which the Proponent currently does business. The letter shall contain the following information:
 - A confirmation of either none or the existence of secured claims and security pledged;
 - A statement of the operating line of credit;
 - A credit rating.

Evaluation Criteria

The company’s profile, experience, references and financial situation shall be evaluated on the following criteria:

1. Profile
 - The provision of all requested information.
2. Experience
 - The Proponent’s experience in managing large, multi-tasking and multi-year Contracts;
 - The Proponent’s experience in providing administrative and Maintenance services similar to the Contract being tendered.
3. References
 - The quality of services provided to referenced clients.
4. Financial Situation
 - The Proponent’s current financial situation and his/her ability to stay in business throughout the Term of the Contract.

**Company – Profile, Experience, References
and Financial Situation Total Maximum Score: 40 points**

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-D RATED REQUIREMENTS (continued)

2.0 Operations Plan

The Proponent shall prepare an Operational Plan describing how he/she plans on delivering all of the administrative and Maintenance services of the Contract. The Plan shall include the following sections:

- Summary;
- Organizational Chart;
- Work Responsibilities;
- Personnel;
- Work Schedules; and
- Separate Work Plans.

The Operations Plan shall demonstrate that the Proponent possesses the necessary knowledge, skills and personnel/material resources to deliver the required services. Among other items, the plan should specify:

- Company controlled services and services delivered by subContractors;
- Method of monitoring to ensure the provision of high quality services;
- Planned environmental protection measures.

2.1 Summary (two (2) pages or less) and Appendix 7-G Maximum Score: 5 points

- Provide appendix 7-G and a summary indicating the manner in which the Proponent will be operating the Contract (e.g., summarize the plan that you are submitting as required in 2.2 to 2.7 below; the summary must highlight all major functions (Landscape, Civil, Snow and Ice Control, waste/recycling/cleaning, special events and programs, etc.) of the Contract and must also demonstrate your understanding of the Contract).

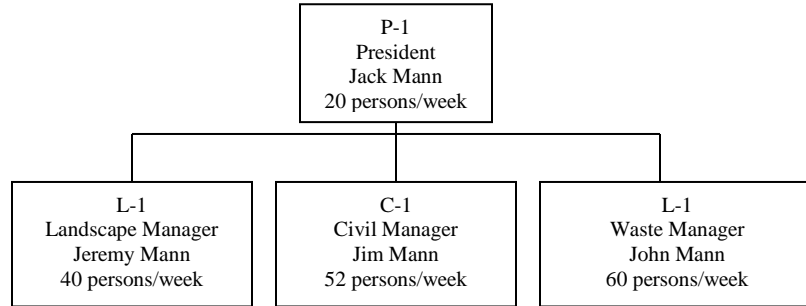
2.2 Organizational Chart (one (1) page for summer, one (1) page for winter) Maximum Score: 10 points

- Provide two (2) organizational charts with an estimate of person-weeks (one (1) for summer and one (1) for winter) describing all management, supervisory and Maintenance positions proposed for the Contract (e.g., services for Special Maintenance Programs and Special Events must also be considered when creating Maintenance positions):
 - Provide a position code, a position title and a name of personnel for each position;
 - Indicate the reporting relationships between positions (e.g., lines and levels on chart indicating supervisory relationships).

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

SAMPLE



2.3 Work Responsibilities (two (2) pages for summer and two (2) pages for winter)

Maximum Score: 10 points

- Provide two (2) tables (one (1) for summer and one (1) for winter) describing the responsibilities of each position indicated in the Organizational Chart;
 - Provide for each key position:
 - The same code, title and name of personnel as the ones assigned in the Organizational Chart;
 - A listing and description of all responsibilities assigned to a position (must also include responsibilities related to Special Maintenance Programs and Special Events).

Position Functions – Summer (Sample)	
Position	Responsibilities
P-1 President Jack Mann	<ul style="list-style-type: none"> ▪ Manages budgeting and reporting functions of the Contract.
L-1 Landscape Manager Jeremy Mann	<ul style="list-style-type: none"> ▪ Manages all landscaping operations of the Contract.
C-1 Civil Manager Jim Mann	<ul style="list-style-type: none"> ▪ Manages all Civil operation functions of the Contract.
W-1 Waste Manager John Mann	<ul style="list-style-type: none"> ▪ Manages all waste operation functions of the Contract.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

2.4 Personnel (two (2) pages or less)

Maximum Score: 10 points

- Provide a listing of personnel assigned to key management, supervisory, horticulturist and Maintenance positions (same personnel as listed in Organizational Chart) and indicate for each of them their education, qualifications and experience (do **not** provide supporting Curriculum Vitae);
- - Provide for each candidate:
 - The same code, position title and name of candidate as the ones assigned in the Organizational Chart;
 - The education, qualifications and work experience that are relevant to the position occupied by the candidate in the Organizational Chart.

Personnel (Sample)	
Personnel	Qualifications and Experience
P-1 President Jack Mann	<ul style="list-style-type: none"> ▪ College degree in Administration; ▪ Managed Mann and Sons for the last 10 years.
L-1 Landscape Manager Jeremy Mann	<ul style="list-style-type: none"> ▪ Certificate in Horticulture; ▪ Managed Landscape operations at Mann and Sons for the last 10 years.
C-1 Civil Manager Jim Mann	<ul style="list-style-type: none"> ▪ Civil Engineering Certificate; ▪ Managed Civil operations at Mann and Sons for the last 10 years.
W-1 Waste Manager John Mann	<ul style="list-style-type: none"> ▪ Waste Management Certificate; ▪ Managed waste operations at Mann and Sons for the last 10 years.

Note: Work Responsibilities (2.3) and Personnel (2.4) sections may be combined into a single all inclusive table format (maximum of six (6) pages for combined table format).

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

**2.5 Equipment, Material and Infrastructure
(one (1) page or less)**

Maximum Score: 5 points

- Provide a listing of all of the light and heavy equipment that are the property of the Proponent and that will be used to deliver services as part of the Contract.

Equipment (Sample)	
Type	Function
Ride-on tractor with multi-use attachments	<ul style="list-style-type: none"> ▪ Turf mowing; ▪ Snow blowing.

2.6 Work Schedules (two (2) pages or less)

Maximum Score: 20 points

- Describe how the company would organize the following key Maintenance activities (for each schedule, provide a table listing on a daily basis the Maintenance activity(ies), site(s) and assigned personnel):
 1. Landscape – one typical work week in early July when grass is still growing (1/2 page);
 2. Civil and Waste – one typical work week in July (1/2 page);
 3. Civil, SNIC and Waste – one typical work week in January (1/2 page);
 4. Response to Winter Storm – one medium to large snow and ice storm (1/2 page).

(Consider weekends as part of the work schedule, where appropriate or required)

2.7 Separate Work Plans (two (2) pages)

Maximum Score: 10 points

- Provide a brief work plan (1/2 page or less per issue/program/event) indicating how you will manage the following:
 - Start-up operations (April 1st of the first Year of the Term of the Contract);
 - Response to emergencies;
 - Site Monitoring/Quality Control;
 - Floral program;
 - Special Events (Canada Day and Other Minor Events).

(Consider weekends as part of the work schedule, where appropriate or required)

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

Evaluation Criteria

The Operations Plan and Separate Work Plans shall be evaluated on the following criteria:

1. Concise, coherent and comprehensible Plans (e.g. evaluation of quality of information provided):
 - All key activities indicated or incorporated into various sections (e.g., Summary, Organizational Chart, etc.) are included in the Plan.*
 - Information is well organized, structured and to the point.
 - Main points of the Summary have been taken into consideration and integrated into other sections of the Operations Plan or into the Separate Work Plans.
 - It is easy to understand how the Proponent will operate.
2. Correct and efficient Plans (e.g., evaluation of ideas proposed):
 - The Proponent clearly understands the Scope of Work of the Contract. The proposed manner in which the Proponent wishes to operate is suitable for this kind of Contract. Sufficient and appropriate resources to accomplish the work are identified and available. The Plan is deemed functional, realistic and implementable.
 - The Plan can and will, once implemented, deliver optimal quality of services in a timely fashion.
3. Contract percentage breakdown (Appendix 7-G)

* Criterion applicable only to Operations Plan and not Separate Work Plans.

Operations Plan Total Maximum Score: 70 points

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-E TECHNICAL EVALUATION

Table of Contents

The following table of contents is to be used by the Proponent as a framework for the preparation of his/her Detailed Proposal.

Covering Letter

1. Company – Profile, Experience, References and Financial Situation

1.1 Profile	10 points
1.2 Experience	10 points
1.3 References	10 points
1.4 Financial Situation	10 points

Total **Maximum: 40 points**

2. Operations Plan

2.1 Summary	5 points
2.2 Organizational Chart	10 points
2.3 Work Responsibilities	10 points
2.4 Personnel	10 points
2.5 Equipment, Material and Infrastructure	5 points
2.6 Work Schedules	20 points
2.7 Separate Work Plans	10 points

Total **Maximum: 70 points**

Note

- The Proponent shall use a covering letter as a means of introducing his/her company and/or the Proposal itself.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-F
FEDERAL GOVERNMENT PROGRAM FOR EMPLOYMENT EQUITY**

<http://www.hrsdc.gc.ca/en/labour/equality/index.shtml>

Refer to form:

Number	LAB1168
Title	Certificate of Commitment to Implement Employment Equity, Federal Contractors Program

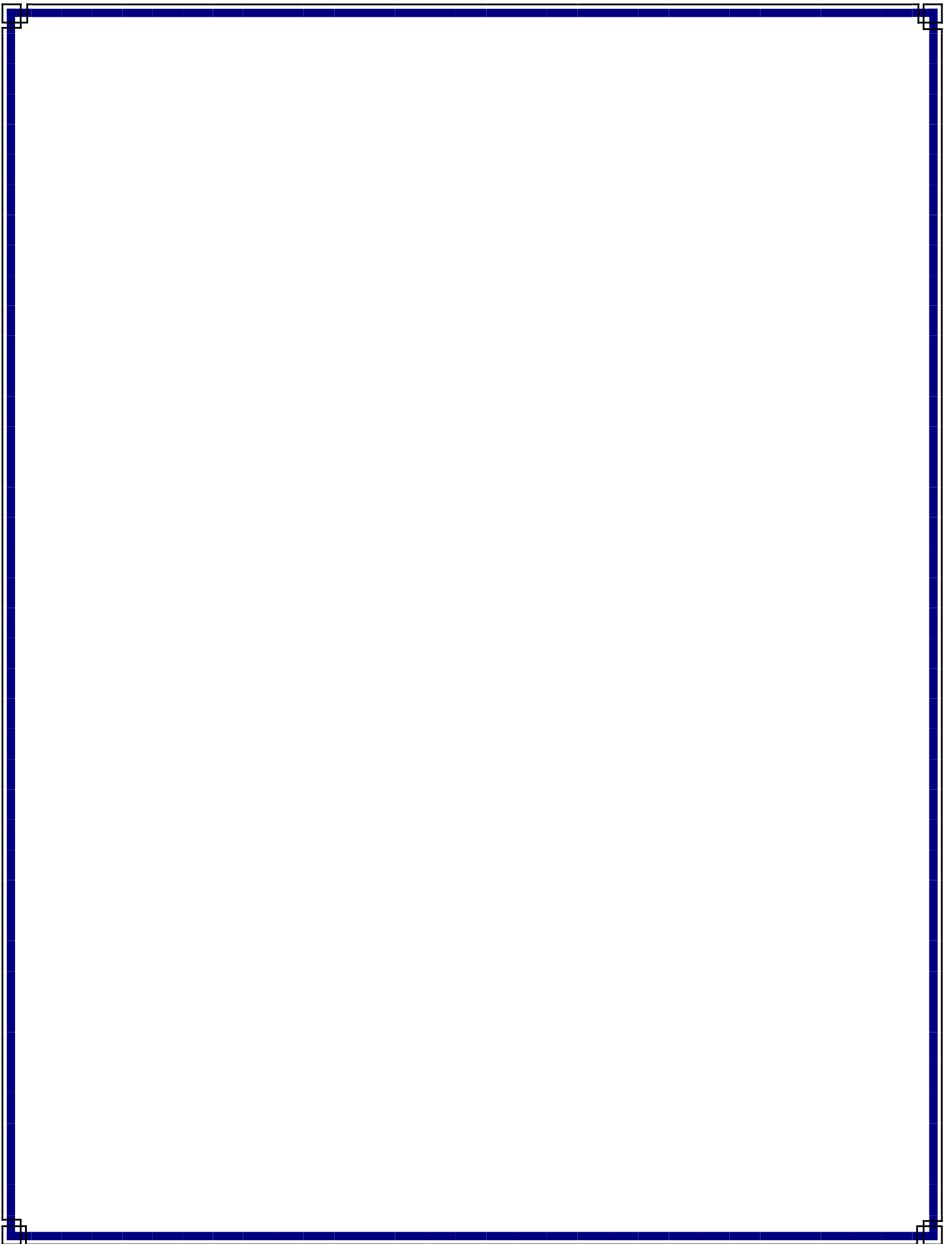
SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-G
CONTRACT PERCENTAGE BREAKDOWN**

<u>Sites</u>	Percentage of Total Cost
1. Aviation Parkway	_____ %
2. Diplomatic Precinct	_____ %
3. Lady Grey Drive	_____ %
4. Laurier House	_____ %
5. 283 Chapel	_____ %
6. Rideau Centre Terrace	_____ %
7. Rideau Falls and Green Island Park	_____ %
8. Rockliffe Park	_____ %
9. Rockliffe Parkway	_____ %
10. Rockliffe Rockeries	_____ %
11. Official Residences	_____ %
	_____ 100%

Contractor's Name: _____

Signed: _____ Dated: _____



Federal Contractors' Program for Employment Equity



Human Resources and
Skills Development Canada

Ressources humaines et
Développement des compétences Canada

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats
fédéraux

OFFICIAL USE ONLY

Certificate N° :

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal Name of Organization	Parent company is located outside Canada Yes No		
Operating Name (if different)	Procurement Business N° :		
Employer's North American Industry Classification System (NAICS) Code Number	Total no. employees in Canada (Full-Time/Part- Time/Temporary) ▶		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name	Title		
Telephone	E-mail		
CERTIFICATION			
The above-named organization: •having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees in Canada, AND •intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: The signatory must be the Chief Executive Officer OR a prescribed person in a senior management position with authority to act on behalf of the organization.			
Name (print)	Title		
Signature	Date		
RETURN INSTRUCTIONS			
IMPORTANT •Your organization will be required to implement an Employment Equity Program once awarded a contract of \$200,000 or more. You could then be subject to a compliance review which could take up to a year to complete.			

CRITERIA FOR IMPLEMENTATION FEDERAL CONTRACTORS PROGRAM

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President:

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities and members of visible minorities)
- the measures the organization has undertaken or will undertake to develop an employment equity program and to meet the corporate objective
- the progress toward implementation of employment equity

Employment equity should be supported by communication activities such as posting the corporate objective or related employment equity messages on bulletin boards and distributing flyers or notices. In addition, the use of e-mail, web sites, newsletters and information sessions for management and employees may also be considered.

To support ongoing communication, the organization should maximize opportunities to educate management, employees' representatives and supervisory personnel on their responsibilities with respect to employment equity and to seek their cooperation in order to achieve the corporate objective. An Employment Equity Committee can often serve as an excellent channel for communications (see criterion 2).

Contractors are encouraged to consult *Guideline 2: Communications* for more information.

Reference: *Employment Equity Act*, Section 14 and Paragraph 15(1)(a)
Employment Equity Regulations, Subsection 11(j)

HRSDC Internet site at:

<http://www.hrsdc.gc.ca/en/lp/lo/lsw/we/program/fcp/criteria/1.shtml>

Criterion 2: Assignment of Senior Official to Be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization and have sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to:

- demonstrate at all times the commitment among senior management to employment equity and communicate this commitment to all levels of the organization
- establish an Employment Equity Committee with the aim of articulating the concerns of the workforce and in particular the needs and suggestions of the designated groups
- consult and encourage employees' representatives to participate in the process of implementing employment equity, as such involvement will help ensure that the Employment Equity Program receive the necessary support from all parties
- ensure that the other 10 Federal Contractors Program (FCP) Criteria for Implementation are carried out with the support of the above-noted individuals
- sign off the EE Plan

In cases where the organization is geographically dispersed, it may be more practical to assign responsibility for planning and implementing the employment equity program to the manager/director of each region or branch. However, the organization still requires a senior official to oversee and educate the managers/directors. This will ensure meeting FCP requirements across the organization.

Contractors are encouraged to consult *Guideline 3: Consultation and Collaboration* for more information.

Reference: *Employment Equity Act, Section 15*

Criterion 3: Collection of Workforce Information

Contractors can fulfill this criterion by collecting and recording the following workforce information for the designated group members and all employees:

- internal representation data (stock data) taken from the self-identification survey (a high response rate is recommended as a foundation for further analysis)
- hiring, promotion and termination data (flow data) that will allow the contractor to track the progress of employment equity over time
- salary data including top and bottom salary ranges

The above workforce data must be further broken down by:

- employment status (permanent full-time, permanent part-time and temporary)
- four-digit National Occupational Classification (NOC) code grouped into the appropriate 14 Employment Equity Occupational Groups (EEOGs)

<p>NOTE: Use of the Employment Equity Computerized Reporting System (EECRS) is strongly recommended to facilitate the collection and management of internal workforce data</p>

When designing a self-identification survey, contractors should follow the format established in the *Employment Equity Regulations*.

Contractors are encouraged to consult *Guideline 4: Collection of Workforce Information* for more information.

Reference: *Employment Equity Act*, Paragraph 9(1)(a), Subsections 9(2) and 9(3) and Section 17
Employment Equity Regulations, Sections 3, 4, 5, 6, 7 and Subsections 11(a), 11(b), 11(c), 11(d), 11(e) and 12(1) and 12(2)

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by:

- analyzing the organization's internal representation data (stock data) generated in Criterion 3 by comparing these data with the external representation (availability) using reasonable areas of recruitment at the Employment Equity Occupational Group (EEOG) and/or NOC Unit Group level and at the national, provincial/territorial or Census Metropolitan Area (CMA) level, as appropriate
- analyzing the concentration of the four designated groups by comparing their distribution with that of non-designated group employees at the EEOG level. For example, comparing the distribution of Aboriginal peoples with that of non-Aboriginal peoples
- analyzing the salary levels of the four designated groups by comparing with all non-designated group employees at the EEOG level
- analyzing the hiring, promotions and terminations data (flow data) generated in Criterion 3 for each designated group in each occupational group where underrepresentation has been found by comparing
 - shares of internal hiring with external representation from the Census of Canada and the Participation and Activity Limitation Survey (PALS)
 - shares of internal promotions with internal representation
 - shares of internal terminations with internal representation

Please note: This flow data analysis only applies to follow-up compliance reviews.

The contractor must prepare a narrative summary of the results of the above analyses.

HRSDC provides various tools to help contractors complete a workforce analysis. Specifically, these are the Workforce Analysis function in the EECRS, Workforce Analysis Template, the Salary or Clustering Analysis Template and the Employment Equity Data Report which contains the latest Census and PALS data available that provides information about the level of designated group representation in the Canadian workforce. These are all available on the HRSDC Internet site.

Contractors are encouraged to consult *Guideline 5: Workforce Analysis* for more information.

Reference: *Employment Equity Act*, Subsection 5(b) and Paragraph 9(1)(a) and Subsection 9(3)
Employment Equity Regulations, Sections 6 and 7 and Subsection 11(f)

Criterion 5: Employment systems Review

For each designated groups where underrepresentation was found in the workforce analysis (Criterion 4), contractors can fulfill this criterion by:

- conducting an extensive review of all formal and informal employment policies and practices to eliminate systemic, actual or potential barriers to employment that may exist in the ways in which the organization traditionally recruits, selects, hires, develops and trains, promotes, retains, terminates and accommodates employees
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits
- demonstrating that new policies and practices used at all levels of the organization where human resource decisions are made are free of bias toward designated group members

Contractors are urged to invite designated group members of their organizations to participate in the employment systems review.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* for more information.

Reference: *Employment Equity Act*, Subsection 5(a), Paragraph 9(1)(b) and Section 17
Employment Equity Regulations, Sections 8, 9 and Subsection 11(g)

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing:

- numerical (quantitative) goals to address any deficiencies identified in the workforce analysis and in the flow data analysis (Criterion 4)
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (Criterion 5)

These goals are to be clearly stated in the Employment Equity Plan (as described in Criterion 7), accompanied by target dates for their achievement and the individual responsible for achieving these goals should be clearly identified. Goals must include realistic targets related to projected opportunities for hiring and promotion and must clearly correct an underrepresentation and/or concentration of designated groups in specific occupations.

Numerical goals must be real numbers and/or percentages that show, in measurable terms, the expected change in the representation of each designated group. Where corporate forecasts do not predict any job vacancies, provisional numerical goals should be stated in the event that unanticipated vacancies arise. Short-term numerical goals are usually set for a period of three years while long-term numerical goals are set for a period of over three years.

Non-numerical goals support the organization's broader employment equity objectives and include initiatives aimed at ongoing communications, modification of employment policies or practices (e.g., recruitment strategies), provision of training and development, improvement of accessibility for persons with disabilities, and establishment of a positive work environment.

The goals must consider:

- areas where improvement is possible based on historical turnover and future business plans
- the impact of using alternative recruiting sources and adjusted qualification requirements
- restrictions imposed by collective agreements on hiring or staff movement
- the effect of filling certain positions in fields that require specialized skills
- anticipated future vacancies

Criterion 6: Establishment of Goals (continued)

In cases where a contractor's workforce is located in more than one geographic area, the organization may establish goals for each area. This will allow for the recognition of regional differences and reinforce local management accountability for the achievement of employment equity. However, when managers develop goals for their own operations, these goals should also be reviewed at the corporate (head office) level to ensure consistency and adherence to the corporate commitment.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Paragraphs 10(1)(d) and 10(1)(e), Subsections 10(2) and 10(3), Sections 11 and 13

Criterion 7: Development of an Employment Equity Plan

The objective of the *Employment Equity Plan* is to guide the organization toward meeting its employment equity goals. It should contain:

- numerical goals (Criterion 6)
- non-numerical goals (Criterion 6) that:
 - identify barriers to be eliminated as a result of the employment systems review (Criterion 5)
 - specify the temporary special measures, reasonable accommodation (Criterion 8) and permanent positive policies and practices (Criterion 9)
 - identify how the program will be regularly communicated (Criterion 1)
 - indicate how the program will be monitored (Criterion 10)

These goals have to be assigned to individuals or units within the organization with a schedule of activities over the first three years for short-term goals and for more than three years for long-term goals.

The plan should be viewed as a working document and as such, be reviewed regularly. Changes to the plan should be made as required when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

In cases where a contractor's workforce is dispersed over more than one geographic area, the organization may wish to delegate responsibility for developing individual plans of action to each geographic unit so that goals and proposed activities are relevant to the respective situations. However, such region or branch plans must be integrated into a comprehensive corporate plan to allow effective monitoring of achievement by both the organization's executives and Human Resources and Skills Development Canada.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Section 10, Paragraph 15(1)(b) and Subsections 15(2) and (3)
Employment Equity Regulations, Subsections 11(h) and 11(i)

Criterion 8: Adoption of Special Measures and Reasonable Accommodation

Contractors can fulfill this criterion by taking temporary special measures within their organizations to accelerate the entry, development and promotion of designated group members. The aim of these special measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Special measures may include activities related to recruitment, training and skills upgrading for future promotion and assignments (for example, temporary modification of promotion requirements or targeted recruitment/training).

Reasonable accommodation refers to steps taken to address the different needs of designated groups. This might include such actions as adjusting job duties, reevaluating skill requirements or making structural changes to meet the needs of persons with disabilities. It might also include special leave provisions to accommodate the observance of traditions of persons from different cultural and religious groups.

Contractors are encouraged to develop and implement a written accommodation policy.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* and *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Subsections 5(b) and 6(a), Paragraphs 10(1)(a) and 10(1)(c) and Subsection 10(3)

Criterion 9: Establishment of a Favourable Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but also is conducive to the retention and movement of all employees from one occupational level in the organization to another.

Positive policies and practices may include:

- formal written policies on employment equity and non-harassment
- an employee assistance program
- mentoring programs
- exit interview procedures
- multicultural events to promote the understanding of designated groups

Reference: *Employment Equity Act, Section 2*

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's Employment Equity Plan measures to regularly monitor and evaluate the organization's employment equity program and retain all relevant statistics and documentation.

The description of the monitoring system should include:

- methods to be used to determine the organization's status with respect to meeting its employment equity goals at any given time
- time frame and methodology for periodically reviewing and updating the statistical profile of the organization's workforce, communication of employment equity achievements or concerns, the status of remedial measures and the impact of new policies and practices
- identification of employees responsible for analyzing the results, initiating any subsequent actions or change in plans and reporting progress to the organization's Chief Executive Officer, management, supervisory personnel, employee representatives and all employees

Monitoring should allow for revisions to the Employment Equity Plan when goals are not being achieved and for a re-evaluation of goals if these goals are being achieved more quickly than expected.

Contractors are encouraged to consult *Guideline 9: Monitoring, Review and Revision* for more information.

Reference: *Employment Equity Act*, Subsection 12(b) and Sections 13 and 17
Employment Equity Regulations, Subsection 11(i)

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site visit conducted by an HRSDC – Labour officer in order to determine the organization’s progress toward achieving a representative workforce as required by the FCP.

The HRSDC – Labour officer should have access to:

- the organization’s facilities
- all documents related to the organization’s employment equity program
- the organization’s employees, senior managers and employees’ representatives for interview purposes

Reference: *Employment Equity Act, Section 23*

SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM
FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS POUR FINS D'IMPÔT

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

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

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

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

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

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

Branch number / No de la succursale	Institution no. / No de l'institution :	Account no. / No de compte :
Institution name / Nom de l'institution :	Address / Adresse :	
Postal Code / Code postal :		

PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT

E-mail address / Adresse courriel :

PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION

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

IMPORTANT

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

**SUPPLIER – DIRECT PAYMENT AND TAX
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT
ET RENSEIGNEMENTS AUX FINS D'IMPÔT**

Supplier Tax Information

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

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

Questions : Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5241.

Direct payment information

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

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

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

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

The advantages of direct payment

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

There is less risk of direct payment being lost, stolen, or damaged as may happen with cheques.

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

Renseignements sur les fournisseurs aux fins d'impôt

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

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

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5241.

Renseignements sur le paiement direct

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

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

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

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

Avantages du paiement direct

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

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

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