

# INVITATION TO TENDER

NCC FILE NO.

NG305

**ADDRESS ENQUIRIES TO:**

Nicole Galipeau  
 Telephone : 613-239-5678 ext. 5191  
 e-mail : [nicole.galipeau@ncc-ccn.ca](mailto:nicole.galipeau@ncc-ccn.ca)

**BID CLOSING:**

**June 11, 2015 at 3:00 p.m. Ottawa time**

**RETURN ORIGINAL**

Submit tender on this form and return it to:



**Sr. Contract Officer – Nicole Galipeau  
 National Capital Commission  
 Procurement Services  
 40 Elgin Street - 3rd Floor  
 Ottawa, Ontario K1P 1C7**

**Reference Tender File no.: NG305**

## Maintenance of the Electrical Power Line in Lac Philippe Sector, Gatineau Park

**There is a public opening scheduled for June 11, 2015 in room 306 at 40 Elgin Street in Ottawa, Ontario shortly after 3 p.m**

**1. OFFER:**

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services in accordance with the terms of reference, terms and conditions, for the all-inclusive lump sum and/or unit price(s) as set out in section 4 herein

**2. ENQUIRIES**

Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at [nicole.galipeau@ncc-ccn.ca](mailto:nicole.galipeau@ncc-ccn.ca) or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

**3. GENERAL AGREEMENT** The Contractor agrees:

- 3.1. To provide the services for a period of three (3) years from date of award plus two (2) one year option to extend, if exercised.
- 3.2. to provide at his own cost the following securities:
  - (a) with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **10% of the amount for Year 1** ;
  - (b) upon notification of acceptance of tender if requested to do so, a Performance Bond in the amount of **50%** or "Cash" in the amount of **20% of the amount for Year 1**;

# INVITATION TO TENDER

NCC FILE NO.:

NG305

- 3.3. that this Offer and Agreement, together with the Terms of Reference, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
  - 3.4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission
  - 3.5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
4. The Contractor agrees that the following is(are) the all-inclusive lump sum and/or unit price(s) referred to in Clause 1:

<b>Emergency on-call services for minor works 24 hours a day, 7 days a week, 365 days a year</b>				
<b>Line Item</b>	<b>Description</b>	<b>All-inclusive Lump Sum Amount (excl. taxes)</b>	<b>Pro-rate Year 1 based on start date of June 29/15</b>	<b>YEAR 1 Amount</b>
<b>1</b>	Summer Period* (April 1, 2015 to October 15,2015)*		<b>÷198 days X 109</b>	
<b>2</b>	Winter Period (October 16, 2015 to March 31, 2016)			
<b>3</b>	Annual Spring Inspection starting April 2016			
<b>Subtotal</b>				
<b>TPS/TVQ 14.975%</b>				
<b>TOTAL</b>				

\*Bidders shall submit a lump sum price for the full summer period starting April 1. Year 1 amount will be pro-rated based on actual contract start date of June 29, 2015. Total of 109 days in lieu of 198

<b>Standing Offer Agreement – Year 1 Unit Rates</b>			
<b>Line Item</b>	<b>Description</b>	<b>Unit</b>	<b>All-inclusive Hourly Rate (excl. Taxes)</b>
<b>1</b>	Electrician (Supervisor)	Hour	
<b>2</b>	Electrical Service Team consists of two people with small equipment (foreman, Installer)	Hour	
<b>3</b>	Electrical Service Team consists of three people with large equipment (foreman, Installer, operator and bucket truck)	Hour	
<b>4</b>	Operator	Hour	
<b>Subtotal</b>			
<b>TPS/TVQ 14.975%</b>			
<b>TOTAL</b>			

- All responses, call-ups and follow-up work calls will be a 4-hour minimum.
- Hourly rates will be paid at a rate of 1.5 outside of regular weekday working hours (08:00-16:00) and on weekends and statutory holidays.

- The basis of award is total low cost to the NCC including taxes (On-call services total + SOA total).
- The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the Invitation to Tender, and/or to reissue the Invitation to Tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or any/all tenderers.
- The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Québec 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 Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
- In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date **will not be accepted**.
- Facsimile or e-mail transmittal of tenders are not acceptable.**

**10. SECURITY REQUIREMENTS**

Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, 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, at the request of the NCC, 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.

# INVITATION TO TENDER

NCC FILE NO.:

NG305

For this contract, it was determined that the NCC shall require **Reliability status**. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence. The supplier shall appoint a Company Security Representative which will act as liaison with the NCC Corporate Security to ensure coordination of the screening process. The NCC shall process the clearances once the individuals have been identified.

## 11. SOA EXPENDITURE LIMITS

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$10,000.00 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 when the initial estimate of the work exceeds \$10,000.00 CDN all inclusive.

The estimated expenditure for the resulting Standing Offer Agreement will be \$150,000 CDN (including taxes). As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure by 10% but in no circumstance will the total estimated expenditure be more than \$165,000. (including taxes).

## 12. ADDENDUM ACKNOWLEDGEMENT

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

## 13. MANDATORY REQUIREMENTS

The Contractor shall hold a valid license issued by the Corporation of Master Electricians of Québec to perform the work described in this request for services and repair of electrical medium voltage networks. The contractor must include a copy of this valid licence and designation in the proposal documents submitted to the NCC. All employees and sub-contractors must also possess the permits and certifications needed to undertake the required work. Failure to provide this documentation will result in immediate disqualification.

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

**Contractor's Name and Address:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Telephone no. : \_\_\_\_\_

Fax no.: \_\_\_\_\_

Email: \_\_\_\_\_

---

## GENERAL CONDITIONS

---

### 1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chairman and/or Executive Vice-President and General Manager upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

### 2. Assignment and Subcontracting

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

### 3. Members of The House of Commons

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

### 4. Indemnification

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

### 5. Property of the National Capital Commission

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

---

## **GENERAL CONDITIONS**

---

### **6. Permits and By-Laws**

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

### **7. Canadian Labour and Materials**

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

### **8. Publicity**

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

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

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

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

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

---

## **GENERAL CONDITIONS**

---

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

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

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

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### **13. Project Manager/Officer's Rights and Obligations**

The Project Manager/Officer shall:

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

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

---

## GENERAL CONDITIONS

---

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

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

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

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

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the Architect/Engineer that the additional cost, loss or damage is directly attributable to:
  - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
  - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

### **16. Protesting Project Manager/Officer's Decision**

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



---

## **GENERAL CONDITIONS**

---

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

1. The Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the Commission suspends the work for a period in excess of 30 days the Contractor may request the Commission to terminate the work under sub-section 4 hereof.
3. If the Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **18. Security Deposit**

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

### **19. No Additional Payment**

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

---

## GENERAL CONDITIONS

---

### **20. Determination of Costs**

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

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

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

### **22. Extension of Time**

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

### **23. Cleaning of Work**

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

---

## GENERAL CONDITIONS

---

### 24. Project Manager/Officer's Certificates

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

### 25. Payment

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

---

## GENERAL CONDITIONS

---

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

### **26. Correction of defects**

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

---

## GENERAL CONDITIONS

---

**27. Liability Insurance**

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

**28. Workers Compensation**

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

## **Terms of Reference**

# **Maintenance of the Electrical Power Line in Lac Philippe Sector Gatineau Park**

**May 2015**

# Table of Contents

1.0	Background .....	<b>Error! Bookmark not defined.</b>
2.0	Site installations and management.....	4
3.0	Mandatory Requirements.....	5
4.0	Duration of the Contract .....	6
5.0	Services Required .....	6
6.0	Supplemental Clauses .....	8
7.0	Tender .....	9
Appendix 1	Lac Philippe Sector Map.....	13
Appendix 2	Environmental Guidelines for Maintenance Contracts .....	14

The National Capital Commission (NCC) requires the services of an electrical contractor to maintain the Lac Philippe power system and to provide emergency services relating to the Lac Philippe Power Line. The Lac Philippe sector is located in the Municipality of LaPêche, in Quebec). The Contractor shall hold a license issued by the Corporation of Master Electricians of Québec to perform the work described in this request for services and repair of electrical medium voltage networks.

## **1.0 Background**

Gatineau Park is the National Capital's Conservation Park and covers 36,000 hectares, extending from the City of Gatineau northwest to the municipalities of La Pêche and Pontiac. The Park has a wide variety of natural features and ecosystems, and its recreational facilities complement the Park's primary conservation mandate as laid out in the Gatineau Park Master Plan (2005) and subsequent conservation plans.

The Lac Philippe Sector is a natural area located approximately 35 km to the north of the City of Gatineau and includes many public recreational and service facilities that are powered by an NCC-owned overhead electrical system. This is a four-season recreational area. During the summertime peak use periods, the area often has up to 2000 visitors daily, half of whom are campers. In winter, services are greatly reduced as most buildings and systems are unused.

The Lac Philippe medium-voltage transmission line is owned by the NCC and maintained by a private contractor, not by Hydro-Québec. Most major life-cycle repairs and upgrades were made 10 years ago, and the system is entirely operational and in compliance with current standards. In recent years, there have been two or three service interruptions per year, generally in the summer. These are generally caused by weather-related factors, including trees or branches falling on the wires causing short-circuits. In addition, there have been two transformer breakdowns in recent years. Power outages affecting the potable water supply system are critical in nature. Resolving these outages is considered an essential service as such outages can have an impact on public health and the environment.

## **2.0 Site installations and management**

**The range of facilities and services at Lac Philippe include the following:**

- Three (3) public beaches with related sanitary facilities (3 buildings);
- Three-hundred (300) campsites with related sanitary facilities (4 buildings), along with ancillary service buildings and facilities (store, concessions, registration offices, gates, lighting systems, garage);



- A workshop, office building, service area, etc., along with a complete water supply and disposal system (pumps, water filtration plant, waste disposal pump stations, communication system, etc.) The system operates at full capacity during the summer, while only the pumping stations are in operation during winter.

**The electrical system consists of:**

- A 7.4 km of 14.4 KV line, connected with 54 posts and all related equipment;
- 3.1 km of secondary lines with 34 posts and all related equipment;
- 30 transformers (8-10KVA, 21-25KVA, 1-50KVA);
- 2 interrupters on the 14.4 KV line - 1 at the beginning of the line (3-phase) and 1 to isolate the garage/workshop.
- The NCC has one 45-foot pole and 4 25 kVA transformers in storage at the Lac Philippe warehouse.

Please refer to Appendix 1 for more details.

Most of the network is accessible with standard maintenance vehicles but some areas require specialized equipment (snowmobiles or ATVs) at certain times of the year.

Other services in the sector are provided by other contractors. The general maintenance and recreational services contractor is Services récréatifs Demsis inc. <http://www.demsis.ca/entreprise.php> while the water system operating contractor is Aquatech, société de gestion de l'eau, <http://aquatech-inc.com/>. Demsis is responsible for all routine maintenance in the Park (grass, roads, campsites, beaches, sanitary buildings, services staffing, etc.) while Aquatech is specifically responsible for the water supply and treatment system, from intake in Lac Philippe to disposal at the sewage lagoon. These contractors work collaboratively and cooperatively to provide a top quality product for the enjoyment of the public. The electrical contractor will play an important role with Demsis and Aquatech in assuring the provision of top-quality services to the public. Park staff directs, manages and coordinates the work of all three contractors. The electrical contractor will report exclusively to the designated Park representative.

### **3.0 Mandatory Requirements**

The Contractor shall hold a valid license issued by the Corporation of Master Electricians of Québec to perform the work described in this request for services and repair of electrical medium voltage networks. The contractor must include a copy of this valid licence and designation in the proposal documents submitted to the NCC. Failure to provide this documentation will result in immediate disqualification.

Other:

All employees and sub-contractors must also possess the permits and certifications needed to undertake the required work.

In addition, the contractor shall provide a Health & Safety Plan for work conducted in the natural environment, as well as a Toxic Products Management Plan within five (5) working days from the date of the letter of notification of acceptance from the NCC.

## **4.0 Duration of the Contract**

The duration of the contract will be a period of three (3) years starting June 29, 2015 plus two (2) options to extend for one (1) year each at the same terms and conditions. If the responsibility for operation and maintenance of the electrical transmission line were transferred to Hydro-Québec, this contract would be terminated. The NCC would advise the contractor three (3) months in advance. The NCC does not anticipate that Hydro-Québec will assume responsibility for the operation and maintenance of the electrical transmission line prior to the spring of 2018, but reserves the right to terminate this contract prior to this date, if need be.

## **5.0 Services Required**

### **5.1 Emergency on-call services for minor works**

**5.1.1** This service, which is required 24 hours a day, seven days a week, 365 days a year, consists in completing as quickly as possible the work required to ensure provision of a constant supply of electricity to the Lac Philippe facilities.

**5.1.1.1** Summer period April 1 to October 15 (peak period approximately May 15 to October 15) upon receiving an emergency call, the contractor shall respond to the Park representative within 15 minutes and shall be on site within 2 hours with appropriate personnel, equipment and materials to commence restoration of electrical service.

**5.1.1.2** Winter season (approximately October 16 to March 31), the contractor shall respond within 15 minutes and must be on site within 24 hours.

The initial response to an emergency call shall be assigned to a single person, the 'first responder', who will either complete the work

required (if minor in nature such as a disconnected fuse, minor tree removal or trimming to free the line), or will undertake a preliminary assessment of the problem, with further action to follow.

- 5.1.2** The contractor shall be accessible by pager or mobile phone. An intervention and communication protocol shall be developed jointly by the contractor and the NCC. The NCC reserves the right to develop the protocol unilaterally. The protocol shall remain in force for the duration of the contract.
- 5.1.3** The electrical contractor shall, at all times, have on hand the necessary equipment, materials and personnel to undertake all work required to re-establish electrical supply. This includes basic tools and parts, for example +/- 500 feet of replacement cable, tie wires, cross-pieces with bolts, insulators, fuses, etc.
- 5.1.4** All work performed, equipment employed and materials used must be in conformity with all Federal, Provincial and Municipal codes and regulations regarding electrical lines and all related equipment.
- 5.1.5** The contractor will inform the Park representative immediately upon resumption of electrical service.
- 5.1.6** Should the severity of the emergency require work in excess of minor repairs, the contractor shall discuss with the Park representative the extent of the problem and the available remediation options. The Park representative shall decide the best course of action.
- 5.1.7** All work required to ensure resumption of electrical service will be invoiced at the hourly rates provided by the contractor. All work deemed additional to minor emergency repairs shall be undertaken with the requisite labour and materials at the rates indicated in the Standing Offer Agreement (SOA) included in the present request for services (for example, downed pole or power line, blown transformer, etc.)
- 5.1.8** All material costs incurred above and beyond those described in 5.1.1 will be accounted for and reimbursed by the NCC.
- 5.1.9** After each minor or major emergency event, the contractor shall submit a report to the Park representative describing the problem, the cause, the response, actions taken and the problem's eventual resolution. Any recommendations must also be submitted to the Park representative for consideration. The report shall be more substantive if the emergency relates to a transformer and a potential PCB spill.

## **5.2 Annual preventative inspection and maintenance program**

- 5.2.1** An inspection shall be conducted each year beginning in spring 2016. After notifying the NCC at least one week in advance, the contractor shall examine the entire network and all his equipment prior to the sector going into full operation, around May 15<sup>th</sup>. This will be conducted as a visual inspection to detect any problems with transformers, broken or missing guy wires between each length of cable, cross-braces, ground wires, guy wire tie-ins, poles, neutral coils, sectioning mechanisms, try-plex, etc.
- 5.2.2** The results of each spring inspection shall be put in writing in a mutually agreed format, and shall be delivered to the Park representative assigned to this contract.
- 5.2.3** Prior to performing necessary routine repairs detected in the spring inspection, the contractor shall submit an estimate for this work, using the SOA rates. The contractor shall also inform the NCC of any additional major work that is considered to be of a 'life cycle' nature.
- 5.2.4** Upon approval of the Park representative and issuance of a call up against the SOA, the routine repairs shall be performed as soon as possible.

## **5.3 Additional Work**

- 5.3.1** When an emergency event is of a major significance (ice/wind/thunder storm with multiple trees over the lines, pole failures, transformer failure, etc.), the contractor will discuss required work with the Park representative and submit an estimate based on the SOA rates submitted with this tender. Material costs will be added to the SOA estimate.
- 5.3.2** When work is not urgent but required, procedures as described in 5.2.4 will be followed.

## **6.0 Supplemental Clauses**

- 6.1** The contractor shall perform his duties with a minimum of noise and disruption for the visitors to the Park. All motorized equipment shall be of a four-stroke type to reduce noise and pollution.
- 6.2** The contractor will work in an efficient and environmentally respectful manner and leave no evidence of his activities (see Appendix 2). All sites will be left

clean and any damage repaired. Specific practices as to dispersal of wood, etc. shall be detailed by the NCC representative.

- 6.3 Access routes and roads to be used for performance of work will be designated by the Park representative.
- 6.4 The contractor will collaborate with the Park representatives, Demsis & Aquatech personnel, as well as Park conservation officers and other contractors in order to manage any emergency in a secure, efficient manner, including closing areas and installing emergency tape, etc.
- 6.5 The NCC will issue keys and access codes required to access the various sites for performance of the work. The keys issued shall be signed for and returned at the end of the contract.
- 6.6 In the event of tree damage, the NCC will arrange for tree removal and line clearing by a firm specialized in this type of work.

## **7.0 Tender**

The Price Form must be completed, signed and submitted in with the tender document. The all-inclusive bid price shall include professional fees and other related expenses and disbursements, excluding applicable taxes.

The tender price information shall be submitted as follows:

- 7.1 Lump sum price for the emergency call service to be provided 24 hours a day, 7 days a week, 365 days a year (separately for summer and winter), for one year, refer to section 5.1. Note that for year 1 the lumps sum price is to be pro-rated based on actual contract start date. Subsequent years pricing will be adjusted by the CPI
- 7.2 Lump sum price for one year preventative maintenance program starting in spring 2016.. Subsequent years pricing will be adjusted by the CPI
- 7.3 SOA hourly rates for additional works. All hourly rates will include necessary vehicles, including snowmobiles and ATVs, if needed:
  - 7.3.1 Hourly rate for one supervisory electrician to respond/work on site;
  - 7.3.2 Hourly rate for electrical system repair work, including supervising electrician and a lineman, with light equipment (two-person team);

**7.3.3** Hourly rate for additional labourer;

**7.3.4** Hourly rate for heavy equipment such as a bucket truck, labourer/spotter, lineman, supervisor, with light equipment (three-person team).

The proponent who meets the mandatory requirements and obtains the lowest total price (contract price for items 1 and 2, and SOA prices) will be awarded the contract.

**PRICE SCHEDULE**

- All responses, call-ups and follow-up work calls will be a 4-hour minimum.
- Hourly rates will be paid at a rate of 1.5 outside of regular weekday working hours (08:00-16:00) and on weekends and statutory holidays.

<b>Emergency on-call services for minor works 24 hours a day, 7 days a week, 365 days a year</b>				
<b>Line Item</b>	<b>Description</b>	<b>All-inclusive Lump Sum Amount (excl. taxes)</b>	<b>Pro-rate Year 1 based on start date of June 29/15</b>	<b>YEAR 1 Amount</b>
1	Summer Period* (April 1, 2015 to October 15,2015)*		÷198 days X 109	
2	Winter Period (October 16, 2015 to March 31, 2016)			
3	Annual Spring Inspection starting April 2016			
<b>Subtotal</b>				
<b>TPS/TVQ 14.975%</b>				
<b>TOTAL</b>				

\*Bidders shall submit a lump sum price for the full summer period starting April 1. Year 1 amount will be pro-rated based on actual contract start date of June 29, 2015. Total of 109 days in lieu of 198

<b>Standing Offer Agreement – Year 1 Unit Rates</b>			
<b>Line Item</b>	<b>Description</b>	<b>Unit</b>	<b>All-inclusive Hourly Rate (excl. Taxes)</b>
1	Electrician (Supervisor)	Hour	
2	Electrical Service Team consists of two people with small equipment (foreman, Installer)	Hour	
3	Electrical Service Team consists of three people with large equipment (foreman, Installer, operator and bucket truck)	Hour	
4	Operator	Hour	
<b>Subtotal</b>			
<b>TPS/TVQ 14.975%</b>			
<b>TOTAL</b>			

## **8.0 Yearly adjustment to the price of the contract**

The NCC shall use the Consumer Price Index (CPI) to adjust on a yearly basis the weekly costs, lump sum prices and hourly rates of the SOA submitted in the Price form. The lump sum prices for the first year of the contract and the hourly rates of the SOA shall be the amounts as provided by the contractor and indicated in the Price form. For subsequent years of the contract, the weekly costs, lump sum prices and hourly rates will be determined as follows:

### **Year 2 of contract**

The lump sum prices and hourly rates (excluding taxes) for Year 2 shall be based on the weekly costs, lump sum prices (excluding taxes) and hourly rates during Year 1, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of January 2013 and January 2012 plus applicable taxes.

Example only:

CPI-AIOG for January 2011 is 133.9.

CPI-AIOG for January 2010 was 131.6.

% Difference =  $((133.9/131.6) \times 100) - 100 = 1.7\%$  increase

(Decrease if % difference is negative)

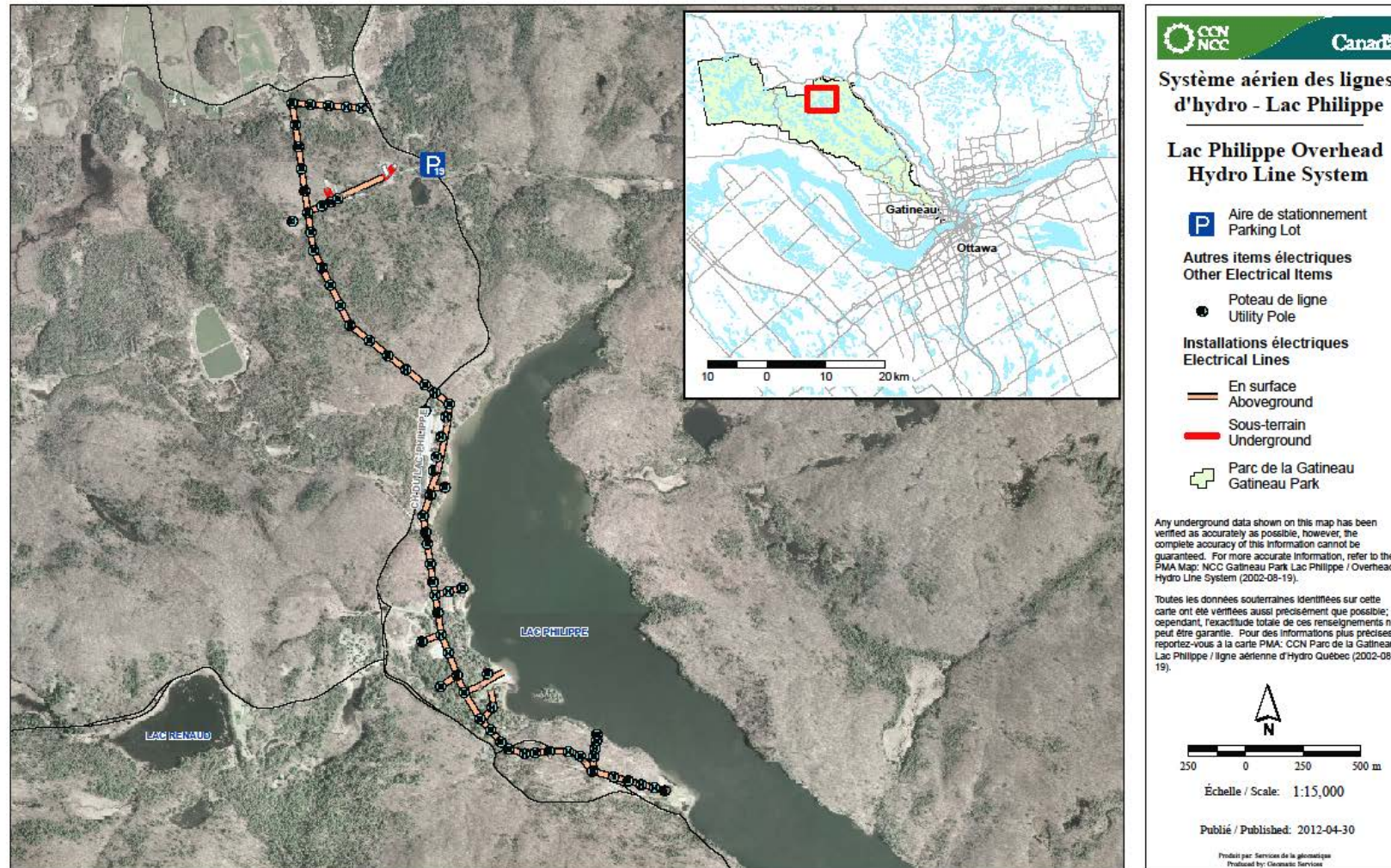
### **Year 3 of contract**

The weekly costs, lump sum prices (excluding taxes) and hourly rates for Year 3 shall be based on the lump sum prices and hourly rates (excluding taxes) during Year 2, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of January 2014 and January 2013, plus applicable taxes.

Option years, if exercised, will be adjusted in the same manner.



## Appendix 1 Lac Philippe Sector Map



## National Capital Commission (NCC)

### Appendix 2 Environmental Guidelines for Maintenance Contracts

This document summarizes the mitigation measures to be implemented during the various activities that will be undertaken as part of Maintenance contracts on National Capital Commission (NCC) lands. This document fulfills the requirements under the *Canadian Environmental Assessment Act 2012 (CEAA, 2012)* to determine whether projects on federal lands are likely to cause significant adverse environmental effects<sup>1</sup>. If the mitigation measures outlined within this document are implemented, then the activities described below which are conducted on NCC lands will be unlikely to cause significant adverse environmental effects. This table also takes into account the other legal obligations the NCC has under both provincial and federal environmental legislation (e.g. *Species at Risk Act, Migratory Birds Convention Act, Canadian Environmental Protection Act, etc.*). This document complements the NCC's Environmental Strategy and Master Plans.

The NCC Environmental Strategy outlines 5 areas for action: reducing waste, protecting biodiversity, preventing pollution, leading in environmental practices and combating climate change. One of the objectives under the *leading in environmental practices* area is to incorporate environmentally sensitive practices into all Maintenance contracts. This document reflects the NCC's commitment to meeting this objective.

All contractors and contract management officers will be required to have basic training in the use of these environmental guidelines. It is important that these guidelines be strictly followed, as fines may be issued by the provincial or federal government in the event of noncompliance. Repaying these fines will be the responsibility of the contractor.

#### Environmental Guidelines to be followed for All Maintenance Activities

The following measures and principles must be followed throughout all Maintenance work on NCC lands. Mitigation measures marked with an asterisk (\*) will require approval from the NCC prior to the start of the Maintenance activity, or will require the contractor to notify the NCC in the case of an accident or emergency. When a mitigation measure is marked with an asterisk (\*), contact the Contract Management Officer (CMO) to inform them of the type of work you are doing. The CMO will then be responsible to contact relevant NCC specialists (e.g. arborist, contaminated site specialists, biologists, archaeologist, etc.) to obtain their recommendations.

---

<sup>1</sup> The determination of whether an adverse environmental effect is significant is based on several criteria : magnitude, geographic extent, duration and frequency, reversibility and ecological context as per the Canadian Environmental Assessment Agency guidelines

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

#### **Air Emissions**

- To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in wasted fuel and the 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.

#### **Archaeological Resources**

- \*If any archaeological resources or human remains are discovered during Maintenance activities, all work at the location concerned must be halted immediately and Ian Badgley, Archaeologist, NCC Heritage Program (613-239-5678, Ext. 5751, [ian.badgley@ncc-ccn.ca](mailto:ian.badgley@ncc-ccn.ca)) must be notified forthwith. Work shall not be resumed at that location until measures for the protection of those resources or remains have been put in place.

#### **Cleaning of Equipment, Machinery, and Vehicles**

- Before transporting all-terrain vehicles or other tracked vehicles into and out of an NCC valued ecosystem or valued habitat, ensure appropriate measures have been taken to clean away sludge, dirt, and plant material, the latter to minimize the spread of invasive species.

#### **Contaminated Soils**

- \*No soils from a contaminated site may be reused elsewhere.
- Management and disposal of contaminated soils will follow all applicable regulations and guidelines.

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

#### Designated Substances

- \*Prior to entering a site, contact the NCC to determine if any designated substances<sup>2</sup> are present.
- 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.

#### Pesticides

- In 2012, the NCC developed and approved a policy 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.

#### Fauna and Wildlife

- Workers will avoid wilfully disturbing any wildlife at the site.
- If the animal is found inside a structure, contact the CMO who will be advised by the NCC environmental services on the best course of action.
- Workers must keep the work site clean and must not leave behind garbage or food scraps that could attract animals or alter their behaviour.

#### Site Reinstatement

- To prevent weed germination and establishment, retain native vegetation in and around project activity and keep soil disturbance to a minimum consistent with project objectives.

---

<sup>2</sup> As per *Ontario Regulation 490/09 Designated Substances* definition

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

- All materials should be removed at the end of the works, and the site should be reinstated to its original conditions, or better, including the restoration of both topsoil and native vegetation. Seed mixtures are to follow the NCC portfolio approved seeding, sodding or mulch.
- Revegetation must be done as soon as possible within the growing season. If unfeasible, the Contractor must stabilize disturbed areas with erosion control blankets to keep the soil in place and prevent erosion in water bodies. Blankets must be removed only at the end of the revegetation work.

### Spills Procedure & Emergency Response

The NCC has developed a Spills Procedure to ensure that 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.

- All emergency situations MUST be reported immediately to 911 and then to the NCC 24 Hour Emergency Communications Service at 613 239-5353. Any environmental spills (biological, chemical or petroleum based) must be reported to the NCC 24 Hour Emergency Communication Service at 613-239-5353.
- 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.
- \*Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC 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. The 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.

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

#### **Trees**

- \*No tree (with a diameter at breast height (DBH) of 10cm or greater) may be cut without prior authorization from the NCC.
- Respect a minimum distance of 2 meters from any trees (species at risk such as Butternut, Rock Elm, or Black Maple may require greater distance) when excavating or installing structures. Install protectors around all trees susceptible of being damaged by machinery. \*If damages are done to a tree, it must be reported to the CMO who will decide of the applicable mitigation measures (e.g. proper pruning of the branch, replacement of the tree, report to applicable authorities, etc.) to be implemented by the contractor.
- When feasible, do not park vehicles or machinery or store any materials within the dripline of any trees.
- Any federally or provincially protected tree species (seedling, sapling or tree) must be protected and precautionary measures such as flagging the tree or installing protectors at the dripline of the tree must be taken to ensure they are not damaged or cut, including the critical root zone. These species include, but are not limited to Butternut (*Juglans cinerea*) in both Quebec and Ontario and Rock Elm (*Ulmus thomasii*) and Black Maple (*Acer nigrum*) in Quebec. Any flagging tape used must be removed once work is completed.

#### **Water Quality, Fish, and Fish Habitat**

- Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed. Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks.
- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

### **Weather**

- Avoid performing Maintenance activities that have the potential to release dust or other particles during periods of heavy rainfall or high winds.



Appendix 2

NCC Mitigation Measures for Maintenance Contracts

**Table 1: Mitigation Measures for Maintenance Contracts**

To use this table, find the Maintenance activity you are performing on the leftmost column, and apply the mitigation measures specified. Mitigation measures marked with an asterisk (\*) will require approval from the NCC prior to the start of the Maintenance activity, or will require the contractor to notify the NCC in the case of an accident or emergency. When a mitigation measure is marked with an asterisk (\*), contact the Contract Management Officer (CMO) to inform them of the type of work you are doing. The CMO will then be responsible to contact relevant NCC specialists (e.g. arborist, contaminated site specialists, biologists, archaeologist, etc.) to obtain their recommendations.

**Important note:** The installation or construction of new fixtures, structures, or systems (e.g. culverts, electrical conduits, underground pipes, etc.) is not covered under this guide, and must be reviewed separately under the *Canadian Environmental Assessment Act, 2012*. If your work involves new construction, make sure to contact the CMO.

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<b>Landscape Management</b>				
<b>Turf:</b> machine and manual cutting, trimming, watering, edging, top dressing, seeding or overseeding, aerating, fertilizing, etc.	No	<ul style="list-style-type: none"> <li>• Excess or improper application of fertilizers can cause environmental degradation of water bodies.</li> <li>• Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation during cutting.</li> <li>• Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i> during cutting.</li> </ul>	<ul style="list-style-type: none"> <li>• Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body.</li> <li>• In 2012, the NCC developed and approved a policy 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 <i>Ontario Pesticide Act</i> and the <i>Quebec Pesticide Act</i>, depending on the province where the activity is taking place.</li> <li>• Turf cuttings are to be collected and composted on site, where possible.</li> <li>• *When clearing naturalized meadows (e.g. Class C), the NCC will need to verify the presence of any species at risk prior to undertaking the activity.</li> <li>• *To minimize harm to migratory birds, naturalized meadows (e.g. Class C) may not be cut between April 15<sup>th</sup> and August 15<sup>th</sup>, which corresponds to the core migratory bird breeding and nesting season. If, by exception or for health and safety reasons (fire breaks), the NCC requires that naturalized</li> </ul>	<ul style="list-style-type: none"> <li>• If activities must be conducted in a naturalized meadow between April 15<sup>th</sup> and August 15<sup>th</sup>, conduct area search for evidence of nesting.</li> </ul>



Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			meadows or class C areas be cut prior to August 15 <sup>th</sup> , the NCC will be required to conduct an area search for evidence of nesting. Environment Canada recommends that these surveys be carried out by skilled and experienced observers using appropriate methodology <sup>3</sup>	
<b>Tree/shrub:</b> safety and Maintenance, pruning, trimming, cultivating, edging, mulching, removal, winter protection, etc.	Yes, when carried out in relation to a physical work (e.g. pathway Maintenance)	<ul style="list-style-type: none"> <li>• Potential damage to trees or shrubs protected under the <i>Species at Risk Act</i> or provincial legislation.</li> <li>• Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>.</li> <li>• Improper disposal of diseased trees or shrubs may spread invasive pests, diseases or pathogens.</li> <li>• Improper pruning may decrease tree health.</li> </ul>	<ul style="list-style-type: none"> <li>• *Any federally or provincially protected tree species (seedling, sapling or tree) must be properly flagged and protected to prevent damage or accidental removal. Highly visible flagging tape (using a pre-determined colour) should be used to clearly identify the tree and removed once work is completed. Presence of such species should be reported to the CMO. These species include <b>Butternut</b> (<i>Juglans cinerea</i>), <b>Rock Elm</b> (<i>Ulmus thomasi</i>) and <b>Black Maple</b> (<i>Acer nigrum</i>).</li> <li>• *It is prohibited to prune or fell any at risk tree species (live or dead) protected by provincial and/or federal law, unless a permit was first obtained from the appropriate agency, either Environment Canada or MDDEFP, depending on the case. A permit request to these agencies must first be obtained by the NCC. Protected tree species include <b>Butternut</b> (<i>Juglans cinerea</i>) in both Quebec and Ontario, <b>Rock Elm</b> (<i>Ulmus thomasi</i>) and <b>Black Maple</b> (<i>Acer nigrum</i>) in Quebec.</li> <li>• *To minimize harm to migratory birds, no tree or shrub cutting or removal may take place between April 15<sup>th</sup> and August 15<sup>th</sup>, which corresponds to the core migratory bird breeding and nesting season. Alternatively, consider conducting an area search for evidence of nesting. Environment Canada recommends that these surveys be carried out by skilled and experienced observers using appropriate methodology<sup>2</sup></li> <li>• Trees or shrub clippings, branches, or log pieces that show signs of disease</li> </ul>	<ul style="list-style-type: none"> <li>• NCC approval prior to tree pruning, cutting or removal.</li> <li>• If activities must be conducted in a naturalized meadow between April 15<sup>th</sup> and August 15<sup>th</sup>, conduct area search for evidence of nesting.</li> <li>• Obtain required authorization to prune or fell a protected tree species.</li> <li>• Monitor compliance of conditions set out in the permit and/or</li> </ul>

<sup>3</sup> Environment Canada. Specific considerations related to determining the presence of nests. [[http://ec.gc.ca/paom-itmb/default.asp?lang=En&n=8D910CAC-1#\\_004](http://ec.gc.ca/paom-itmb/default.asp?lang=En&n=8D910CAC-1#_004)]. Online December 10, 2013.

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<p>or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest (e.g. Dutch elm disease, emerald ash borer, etc). Healthy material will be collected and composted on-site, where possible.</p> <ul style="list-style-type: none"> <li>• Minimize vegetation cutting (DBH &lt; 10 cm), limiting it to vegetation that interferes with the movement of machinery and work.</li> <li>• All tree or vegetation debris that may fall or enter any water bodies must be removed immediately with as little disturbance as possible.</li> <li>• If working in Gatineau Park, any sapling or tree that has to be cut should be cut in 1 meter lengths and dispersed in the surrounding forest on NCC property.</li> <li>• *When removing tree stumps, contact your CMO because the associated excavation may affect archaeological resources and may require testing and disposal if it is located on a contaminated site.</li> <li>• All tree pruning should follow the International Society of Arboriculture (ISA) best practices for tree pruning.</li> </ul>	<p>authorization for cutting of protected trees.</p> <ul style="list-style-type: none"> <li>• Verification of soil and groundwater contamination and archaeological potential when removing stumps.</li> </ul>
<p><b>Annual, bulb, and perennial:</b> mowing of daffodils, planting/removing, watering, fertilizing, cultivating, edging, hang weeding, pinching, roguing, winter protection,</p>	<p>No</p>	<ul style="list-style-type: none"> <li>• Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life.</li> <li>• Improper disposal of flowers may spread invasive pests, diseases or pathogens.</li> </ul>	<ul style="list-style-type: none"> <li>• Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body.</li> <li>• Flowers that are removed and show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest. Healthy clippings are to be collected and composted on-site, where possible.</li> <li>• Use non-invasive plant species and preferably native species for ornamental purposes. Consult invasive alien species lists before the introduction of a new ornamental species.</li> </ul>	

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
plant division, etc.				
<p><b>Non-desirable vegetation / nest / small animal control<sup>4</sup>:</b> inspecting and removing as needed.</p>	Yes	<ul style="list-style-type: none"> <li>• Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation.</li> <li>• Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>.</li> <li>• Pesticides, herbicides, insecticides, or fungicides may kill non-target species.</li> <li>• Accidental spread of invasive species.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the small nuisance animal is not a species protected under the <i>Species at Risk Act</i>, the <i>Ontario Endangered Species Act</i>, <i>Quebec Loi sur les espèces menacées ou vulnérables</i> or the <i>Migratory Birds Convention Act</i>.</li> <li>• *No active bird nests may be disturbed or destroyed. Generally, if migratory birds nesting in buildings are a cause for concern, it is recommended that contractors identify how the birds enter the building and block those entries after nesting is completed and before the birds come back to nest the following season.</li> <li>• Where the presence or effects of the nuisance animal(s) may create a dangerous situation, the Contractor is to contact the CMO who will be advised by the NCC environmental services on the best course of action.</li> <li>• In 2012, the NCC developed and approved a policy 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 <i>Ontario Pesticide Act</i> and the <i>Quebec Pesticide Act</i>, depending on the province where the activity is taking place.</li> <li>• Only products registered by Agriculture and Agri-Food Canada under the <i>Pest Control Products Act</i> may be used.</li> </ul>	<ul style="list-style-type: none"> <li>• Approval of pesticide application.</li> <li>• Verification of appropriate disposal methods for invasive species.</li> <li>• Confirmation of the animal species.</li> </ul>

<sup>4</sup> Animals causing material damage to the NCC's Assets

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<ul style="list-style-type: none"> <li>• *The contractor must receive written authorization from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.</li> <li>• *When removing invasive plant species, ensure that plant material is appropriately disposed of to minimize spread. Consult the NCC for information on the best disposal requirements based on the invasive species you are working with.</li> <li>• Clean sludge, dirt, and plant material from equipment and tools before leaving a site infested with invasive species. High pressure air hoses, mobile cleaning stations which retain water runoff, and brushes or brooms are acceptable cleaning methods.</li> </ul>	
<b>Civil Maintenance</b>				
<p><b>All surfaces:</b> Inspecting, reporting, sweeping, removing hazards (e.g. leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>• Accidental spills may degrade environmental quality and have the potential to spread contamination.</li> </ul>	<ul style="list-style-type: none"> <li>• Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> <li>• *Work performed in or near water may require a permit from the Ontario or Quebec provincial and/or federal government. The contractor must contact the CMO to verify permit requirements with the NCC environmental services.</li> <li>• Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> </ul>	

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p><b>Asphalt surfaces:</b> daily inspection, reporting, and secure any deficiencies (e.g. bumps, cracking, culvert and ditch problems, drainage problems, erosion, manhole and catch basin problems, etc), provide emergency pothole/sinkhole fillings.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>Accidental spills will degrade environmental quality and have the potential to spread contamination.</li> <li>The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality.</li> </ul>	<ul style="list-style-type: none"> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> <li>Asphalt should either be mixed away from the site or should be prepared on paved surfaces to minimize the effects of a spill. Excess asphalt must be disposed off-site at a location that meets all regulatory requirements.</li> </ul>	<ul style="list-style-type: none"> <li>Receive authorization to work near water.</li> <li>Monitor compliance of conditions set out in the permit and/or authorization to perform in-water or near-water works.</li> <li>Periodically inspect the erosion and sediment control measures to ensure proper installation and functioning, especially prior to, and after rainfall events.</li> </ul>
<p><b>Concrete/masonry surfaces</b> (curbs, gutters, concrete steps, exposed aggregate, granite sets, pavers, interlocks, flag stones, cobblestones, patio</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>Accidental spills will degrade environmental quality and have the potential to spread contamination.</li> </ul>	<ul style="list-style-type: none"> <li>Concrete should either be mixed away from the site or should be prepared on paved surfaces if only small quantities (e.g. for minor repairs) are required. Excess concrete must be disposed off-site at a location that meets all regulatory requirements.</li> <li>The washing of concrete trucks and other equipment used for mixing concrete should not be carried out within 30 m of a watercourse or wetland and should take place outside of the work site.</li> <li>All concrete trucks should collect their wash water and recycle it back into their trucks for disposal off-site at a location meeting all regulatory</li> </ul>	

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
stones, etc.): re-setting, correcting, etc.			requirements. • When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls into the gutter system.	
<b>Gravel / granular / stone dust / natural / decorative surfaces:</b> levelling, grading, etc.	Yes	• The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality. • The release of particulate matter may adversely affect air quality.	• Implement dust control measures. • *No increase in footprint below the High Water Mark • *No new fill placed below the High Water Mark	• Periodically inspect the erosion and sediment control devices to ensure proper installation and functioning, especially after heavy rainfall.
<b>Wood surfaces:</b> repairing, maintaining structural integrity, sanding, painting, etc.	Yes	• Accidental spills will degrade environmental quality and have the potential to spread contamination.	• Ensure proper storage, management and use of materials to minimize spills. • Implement dust control measures when sanding. • Do not use treated wood in or near water (minimum distance is 15m). • Do not use treated wood on surfaces used in the preparation or consumption of food (picnic tables, bird feeders), that would be in direct contact with drinking water or that will be used by people (benches, wooden structures for children). • Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.	
<b>Lighting and electrical</b> (distribution boxes,	Yes	• Spread of contaminated groundwater or soils during excavation.	• *Prior to the start of any digging or excavation for the repair of electrical conduits or any other subsurface lighting and electrical fixture, contact the CMO to verify the presence of soil or groundwater contamination and	• Periodically inspect the erosion and sediment control fences to ensure

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p>electrical panels, aboveground and underground electrical conduits and wiring, light standards, etc.): inspecting, repairing, securing, replacing, providing line locates, providing immediate repairs, reporting.</p>		<ul style="list-style-type: none"> <li>• Health and safety effects from the exposure of contaminated soils.</li> <li>• Damage to archaeological resources as a result of excavation.</li> <li>• Damage to tree roots or trees as a result of excavation.</li> <li>• Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality.</li> <li>• Improper disposal of hazardous materials could degrade environmental quality and have an impact on health and safety.</li> </ul>	<p>archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?).</p> <ul style="list-style-type: none"> <li>○ If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>○ Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>○ In the case of new excavation or excavation that will widen, deepen or otherwise alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</li> <li>○ If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.</li> </ul> <ul style="list-style-type: none"> <li>• *If any suspected soil or groundwater contamination at the site is discovered, the NCC must be notified immediately.</li> <li>• Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> <li>• If soils must be stored overnight, they should be covered with a tarp.</li> <li>• *Excavation within the dripline of a Butternut tree cannot proceed without a permit from Environment Canada.</li> <li>• *Excavation within the dripline of any tree is discouraged. If excavation must be performed, then contact the CMO so that they can verify mitigation measures for potential damage to trees.</li> <li>• Ensure proper disposal of hazardous materials (e.g. lamps, ballasts) in accordance with provincial and federal regulations.</li> </ul>	<p>proper installation and functioning, especially after heavy rainfall.</p> <ul style="list-style-type: none"> <li>• May require testing of soils prior to off-site disposal.</li> <li>• May require monitoring by qualified archaeologist.</li> <li>• Attain permit to excavate near Butternut.</li> </ul>
<p><b>Drainage</b> (catch basins, manholes,</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>• Spread of contaminated groundwater or soils during</li> </ul>	<ul style="list-style-type: none"> <li>• *Prior to the start of any digging or excavation, contact the CMO to verify the presence of soil or groundwater contamination and</li> </ul>	<ul style="list-style-type: none"> <li>• Periodically inspect the erosion and sediment</li> </ul>

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p>underground pipes, ditches, side slopes, embankments, culverts, drainage channels, tiles drains, subsurface drains, bridges, tunnels, etc.): inspecting, reporting, cleaning, erosion / flood control prevention, providing line locates, water level control, removing surface water, etc.</p>		<p>excavation.</p> <ul style="list-style-type: none"> <li>• Health and safety effects from the exposure of contaminated soils.</li> <li>• Damage to archaeological resources as a result of excavation.</li> <li>• Damage to tree roots or trees as a result of excavation.</li> <li>• The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality.</li> <li>• Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>.</li> </ul>	<p>archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?).</p> <ul style="list-style-type: none"> <li>• If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>• Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>• In the case of new excavation or excavation that will widen, deepen or otherwise alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</li> <li>• If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.</li> <li>• *If any suspected contamination at the site is discovered, the NCC must be notified immediately.</li> <li>• Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> <li>• If soils must be stored overnight, they should be covered with a tarp.</li> <li>• *Excavation within the dripline of a Butternut tree cannot proceed without a permit from Environment Canada. Contact the CMO prior to excavation in order to obtain the necessary permit.</li> <li>• *Excavation within the dripline of any tree is discouraged. If excavation must be performed, then contact the CMO so that they can verify mitigation measures for potential damage to trees.</li> <li>• *Where Maintenance activities must take place during the the core</li> </ul>	<p>control devices to ensure proper functioning, especially after heavy rainfall.</p> <ul style="list-style-type: none"> <li>• May require testing of soils prior to off-site disposal.</li> <li>• May require monitoring by qualified archaeologist.</li> <li>• Monitor compliance of conditions set out in the permit and/or authorization to perform in-water or near-water works.</li> <li>• If activities must be conducted in a naturalized meadow within April 15<sup>th</sup> and August 15<sup>th</sup>, install temporary netting or other appropriate systems prior to the arrival of birds in the spring, in order to</li> </ul>



Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<p>migratory bird breeding and nesting season season (April 15<sup>th</sup> to August 15<sup>th</sup>), netting or other appropriate systems may be temporarily installed prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure (e.g. bridges and culverts).</p> <ul style="list-style-type: none"> <li>• *No increase in footprint below the High Water Mark.</li> <li>• *No new fill placed below the High Water Mark. Routine clean-out of drainage channels work has to be done in the dry<sup>5</sup></li> <li>• When cleaning culverts, follow the requirements set out in <b>Appendix A.</b></li> <li>• The following measures should be applied during bridge cleaning:</li> <li>• Adequately seal drains and open joints before sweeping to prevent material from falling into the watercourse. Sweep bridges thoroughly before washing.</li> <li>• Clean and remove debris and sediment from drainage devices and dispose of the material in a way that will prevent it from entering the watercourse.</li> <li>• Direct wash-water past the ends of the bridge deck to a vegetated area to remove suspended solids, dissipate velocity and prevent sediment and other deleterious substances from entering the watercourse. If this cannot be achieved, use silt fences or other sediment and erosion control measures to prevent wash-water from entering the watercourse.</li> <li>• When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish.</li> <li>• Remove paint or protective coatings in a manner that prevents any paints, paint flakes, primers, blasting abrasives, rust, solvents, degreasers or other waste material</li> </ul>	<p>prevent birds from initiating nesting on the structure.</p>

<sup>5</sup> The recommended method for ditches cleaning and maintenance is the “methode du tiers inférieur” formally adopted by the Quebec Ministry of Transportation [http://www.mtq.gouv.qc.ca/portal/page/portal/Librairie/bpm/Publication\_entretien\_des\_fosses\_routiers.pdf]

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<p>from entering the watercourse.</p> <ul style="list-style-type: none"> <li>• Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse.</li> <li>• Contain paint flakes, abrasives, and other waste materials for safe disposal.</li> <li>• Store, mix and transfer paints and solvents on land and not on the bridge to prevent these materials from entering the watercourse in the event of a spill.</li> <li>• Do not clean equipment in the watercourse or where the wash-water can enter the watercourse.</li> <li>• Unless the debris accumulation is an immediate threat to the integrity of the piers and abutments, time debris removal to avoid disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see the Ontario In-Water Construction Timing Windows), with the exception of ice build-up removal.</li> <li>• Limit the removal of material to that which is necessary to protect piers and abutments.</li> <li>• Remove debris by hand or with machinery operating from shore or a floating barge.</li> </ul>	
<p><b>Plumbing, irrigation, and water</b> (decorative fountains, drinking fountains, outdoor faucets, underground and aboveground water and sewer lines, pit toilets, washroom facilities, pump systems, irrigation controls, lines, heads, control</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>• Spread of contaminated groundwater or soils during excavation.</li> <li>• Damage to archaeological resources as a result of excavation.</li> <li>• Damage to tree roots or trees as a result of excavation.</li> <li>• Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality.</li> <li>• Accidental spills will degrade environmental quality.</li> </ul>	<ul style="list-style-type: none"> <li>• *Prior to the start of any digging or excavation for the repair of water and sewer lines, irrigation lines or heads, or any other subsurface plumbing, irrigation, or water fixture, contact the CMO to verify the presence of soil or groundwater contamination and archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?).             <ul style="list-style-type: none"> <li>○ If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>○ Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>○ In the case of new excavation or excavation that will widen, deepen or otherwise alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</li> <li>○ If the excavation does not involve any alteration to the footprint of previous</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Periodically inspect the erosion and sediment control fences to ensure proper functioning, especially after heavy rainfall.</li> <li>• May require testing of soils prior to off-site disposal.</li> <li>• May require monitoring by qualified archaeologist.</li> </ul>

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
panels, etc.): inspecting, installing, cleaning, testing, repairing, maintaining, replacing, water testing, providing portable toilets, providing locates, etc.			<p>excavation, then no archaeological investigation or monitoring is required.</p> <ul style="list-style-type: none"> <li>• If any suspected contamination at the site is discovered, the NCC must be notified immediately.</li> <li>• Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> <li>• If soils must be stored overnight, they should be covered with a tarp.</li> <li>• *Excavation within the dripline of a Butternut tree cannot proceed without a permit from Environment Canada. Contact the CMO prior to excavation in order to obtain the necessary permit.</li> <li>• *Excavation within the dripline of any tree is discouraged. If excavation must be performed, then contact the CMO so that they can verify mitigation measures for potential damage to trees.</li> <li>• Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> </ul>	
<b>Fixtures, furniture and buildings</b> (NCC furniture only – fences, stone walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, NCC buildings, kiosks, etc.):	Yes	<ul style="list-style-type: none"> <li>• Spread of contaminated groundwater or soils during excavation.</li> <li>• Damage to archaeological resources as a result of excavation.</li> <li>• Accidental spills will degrade environmental quality.</li> <li>• Potential destruction of migratory bird nests which are</li> </ul>	<ul style="list-style-type: none"> <li>• *Prior to the start of any digging or excavation for the installation of new fixtures or furniture, contact the CMO to verify the presence of soil or groundwater contamination and archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?). <ul style="list-style-type: none"> <li>○ If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>○ Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>○ In the case of new excavation or excavation that will widen, deepen or otherwise</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Periodically inspect the erosion and sediment control fences to ensure proper functioning, especially after heavy rainfall.</li> <li>• May require testing of soils prior to off-site disposal.</li> <li>• May require monitoring</li> </ul>

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
inspecting, repairing, replacing, cleaning, removing graffiti, painting, staining, displacing furniture, etc.		<p>protected under the <i>Migratory Bird Conventions Act</i>.</p> <ul style="list-style-type: none"> <li>Dispersion of hazardous and designated substances (e.g. asbestos, lead, mercury, silica, urea formaldehyde foam insulation, vinyl chloride, PCBs, arsenic, etc.) in the environmental and potential adverse human health effects</li> </ul>	<p>alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</p> <ul style="list-style-type: none"> <li>If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.</li> <li>*If any suspected contamination at the site is discovered, the NCC must be notified immediately.</li> <li>Soils from excavation may not be stored within 30m of a watercourse or wetland. If no other staging area is available, a silt fence should be erected around the material to minimize erosion. If soils must be stored overnight, they should be covered with a tarp.</li> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> <li>*Where Maintenance activities must take place during the the core migratory bird breeding and nesting season season (April 15<sup>th</sup> to August 15<sup>th</sup>), netting or other appropriate systems may be temporarily installed prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure (e.g. buildings, kiosks, chimneys, roofs, etc.).</li> <li>Provide the building Designated Substances Survey report to the contractors and ensure recommendations are implemented. If no Designated Substances Survey report exists for the building to be repaired or maintained, contact NCC Contaminated Sites Team (Eric Soulard, Senior Manager, at <a href="mailto:eric.soulard@ncc-ccn.ca">eric.soulard@ncc-ccn.ca</a> ext. 5418).</li> </ul>	<p>by qualified archaeologist.</p> <ul style="list-style-type: none"> <li>If activities must be conducted in a naturalized meadow within April 15<sup>th</sup> and August 15<sup>th</sup>, install temporary netting or other appropriate systems prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure.</li> </ul>
<b>Snow and Ice Control</b>				
<b>Snow and ice control</b> (roadways)	Yes	<ul style="list-style-type: none"> <li>Salt and sand from de-icing may adversely affect fish, fish</li> </ul>	<ul style="list-style-type: none"> <li>Snow that is removed and transported for disposal must be disposed of at an authorized snow dumping facility.</li> </ul>	

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
and parking lots, walkways, pathways, sidewalks, steps and building access, buildings, utility service access, trails, lanes, fire lanes, open spaces, fields, etc.): providing equipment and supplies, removing, blowing, plowing,		habitat, and/or water quality. <ul style="list-style-type: none"> <li>Accidental damage to trees.</li> </ul>	<ul style="list-style-type: none"> <li>No snow dumping is permitted on NCC property. Snow storage sites should be located such that meltwater that may contain salt is not directed towards <a href="#">salt vulnerable areas</a><sup>6</sup>. Contractors should implement Environment Canada <i>Best Management Practices for Salt Use on Private Roads, Parking Lots and Sidewalks</i><sup>7</sup>.</li> <li>Install snow fencing around trees susceptible to damage from snow removal and transport activities.</li> <li>Do not blow, plow, store, or shovel snow against trees or shrubs.</li> </ul>	

<sup>6</sup> For a definition of “salt vulnerable areas” please consult Environment Canada *Code of practice for the Environmental Management of Road Salts* [<http://www.ec.gc.ca/nopp/roadsalt/cop/en/guide.htm>]. Due to concerns about the large quantities of chlorides being released to the environment, road salts underwent a comprehensive five-year scientific assessment under the *Canadian Environmental Protection Act, 1999* beginning in 1995. The road salts assessment covered the chloride salts — sodium chloride (NaCl), calcium chloride (CaCl<sub>2</sub>), magnesium chloride (MgCl<sub>2</sub>) and potassium chloride (KCl) — as well as brines used in road de-icing/anti-icing and dust suppression, the salt portion of abrasive mixtures and ferrocyanide additives. Road salts enter the environment through losses at salt storage and snow disposal sites and through runoff and splash from roadways. The assessment report, published on December 1, 2001 concluded that high releases of road salts were having an adverse effect on freshwater ecosystems, soil, vegetation and wildlife.

<sup>7</sup> Available on the following Website: <http://www.ec.gc.ca/nopp/roadsalt/reports/ParkingLot/EN/p5.cfm#section>. See footnote 4 for rationale.

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
shoveling, clearing, cleaning, sweeping, de-icing, stockpiling, transporting, disposing, providing floor control and emergency services, etc.				
<b>Waste / Recycling / Cleaning Operations</b>				
<b>Litter / recycling pick-up and cleaning:</b> collecting litter and debris, emptying waste receptacles, cleaning fixtures	Yes	<ul style="list-style-type: none"> <li>Improper disposal of waste will degrade environmental quality.</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> <li>In general, burning of waste is prohibited on NCC property. Branches and cuttings may only be burned on NCC property with prior NCC</li> </ul>	

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p>and furniture, sweeping and flushing hard surfaces, bridges and tunnels, removing graffiti and posters from all assets, removing vegetative and non-vegetative material in spring, removing spills.</p>			<p>authorization and with appropriate municipal permits for burning.</p> <ul style="list-style-type: none"> <li>• Contractors that provide services to the NCC for waste, recycling and composting disposal might be required to report the total weights for specific periods<sup>8</sup>.</li> <li>• Litter or debris must never be swept or pushed into water courses or wetlands.</li> <li>• 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.</li> <li>• 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.</li> <li>• All hazardous materials must be labelled in accordance with WHMIS requirements.</li> <li>• 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.</li> <li>• When transporting hazardous materials, these materials must be labelled</li> </ul>	

<sup>8</sup> Request for these numbers would come from the Environmental Strategy team in the context of meeting NCC Environmental Strategy objectives and would first be discussed with CMO.

Appendix 2

NCC Mitigation Measures for Maintenance Contracts

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods. <ul style="list-style-type: none"> <li>• Hazardous wastes and containers which previously contained hazardous materials must be disposed of in accordance with provincial and federal regulations.</li> </ul>	

**Annexe A Culvert Cleaning - Mitigation Measures**

The below requirements and mitigation measures apply to the cleaning of culverts by use of a vacuum truck system. All measures should be reviewed and understood prior to commencement of any work.

**Culvert Access**

- Vacuum truck must remain within paved area of the road to the extent possible or limit encroachment onto road shoulder. It is prohibited to circulate outside of the limits of the road shoulder in order to avoid damage to vegetation.
- Use existing trails, roads, or cut lines wherever possible to avoid disturbance to the riparian vegetation.
- Machinery is prohibited to circulate within the watercourse
- Do not store material or equipment within 30 meters of all water bodies.

**Vegetation Removal**

- All trees within 2 m of equipment in operation and susceptible to being damaged will have protectors installed around their drip line (e.g. protective fencing);
- No tree (DBH > 10cm) may be cut. If trees with a DBH of 10 cm or higher were to be cut, an authorization from the Contract Management Officer is required.



## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

- These trees will have to be replaced, at a 2:1 ratio, with non-invasive indigenous species, approved by the NCC portfolio. The contractor's tree planting plan must be approved by NCC prior to the tree planting.
- Minimize vegetation cutting (DBH < 10 cm), limiting it to vegetation that interferes with the movement of machinery and work.
- Any federally or provincially protected tree species (seedling, sapling or tree) must be properly flagged and protected to ensure these trees are not damaged, harmed or cut. Highly visible flagging tape (using a pre-determined colour) should be used to clearly identify the tree.
- Trees or shrub clippings, branches, or log pieces that show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest (e.g. Dutch elm disease, emerald ash borer, etc).

### **Migratory Birds**

- No activities susceptible to disturb or destroy the nest of a migratory bird can occur during the core migratory bird nesting period as per the *Migratory Bird Convention Act*.

### **Sediment and Erosion Control**

- Install effective sediment and erosion control measures before starting work to prevent sediment from entering the watercourse. Inspect them regularly during the course of debris removal and make all necessary repairs if any damage occurs.
- Maintain existing riparian vegetation in order to help reduce erosion.

### **Timing of Removal of Accumulated Material**

- \*Work should be undertaken outside of the fish spawning period and periods of high flooding. Timing windows to conduct projects in or around water may vary by province, species or watercourse and are established by Fisheries and Oceans Canada (DFO) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed<sup>9</sup>. Avoid Maintenance activities during wet and rainy periods.

---

<sup>9</sup> Timing windows by province are available on DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppe/timing-periodes/index-eng.html>] and must be confirmed with CMO.

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

- Unless accumulated material (i.e., branches, stumps, other woody materials, garbage, ice build-up, etc.) is preventing the passage of water and/or fish through the structure, time material and debris removal to prevent disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see above).

#### **Debris Removal**

- Limit the removal of accumulated material (i.e., branches, stumps, other woody materials, garbage, etc.) to the area within the culvert, immediately upstream of the culvert and to that which is necessary to maintain culvert function and fish passage.
- Remove accumulated material and debris slowly to allow clean water to pass, to prevent downstream flooding and reduce the amount of sediment-laden water going downstream. Gradual dewatering will also reduce the potential for stranding fish in upstream areas.
- When water (from the truck) is flushed through the culvert, it must be done at a slow speed (gently) as to prevent sedimentation and impacts downstream.
- Depending on the sensitivity of the downstream fish habitat and amount of sediment in the culvert, installing cofferdams and working in the dry prior to vacuuming should be considered.
- Temporary structures and environmental protection devices must ensure sufficient free movement of water at all times to maintain fish habitat functions (feeding, fry rearing, spawning) downstream from the work site. Take the necessary measures to prevent impacts (e.g. flooding, dewatering, suspended solids, erosion) upstream and downstream of the work site.

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

#### **Machinery Maintenance**

- The smallest possible machinery and equipment suitable for the bearing capacity of the soil should be used.
- Machinery is to arrive on site in a clean condition and is to be maintained free of fluid leaks.
- It is prohibited to circulate beyond the boundaries of the work site and leave equipment, waste or other materials, even temporarily without the prior authorization of the NCC.
- Wash, refuel and service machinery and store fuel and other materials for the machinery at least 60m away from the high water mark to prevent any deleterious substance from entering the water.
- Keep an emergency spill kit on site in case of fluid leaks or spills from machinery.

#### **Site Reinstatement (if required)**

- Disturbed surfaces will be rehabilitated at the end of the work using the portfolio approved seed mixture and topsoil.
- Revegetation must be done as soon as possible within the growing season. If unfeasible, the Contractor must stabilize disturbed areas with erosion control blankets to keep the soil in place and prevent erosion in water bodies. Blankets must be removed only at the end of the revegetation work.
- All tree or vegetation debris that may fall or enter any water bodies must be removed immediately.

#### **Management of Material**

- All sludge, dirt, sand, rocks, grease, and any other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream end of the culvert being cleaned (either manually or with suction). The Contractor shall maintain record of the amount and type of material removed for each culvert in a format approved by the NCC.
- Debris shall be kept in totally enclosed containers at all times and shall be removed from the site at the end of each day or when the containers are full. Under no circumstances will the Contractor be allowed to accumulate debris, etc. on site of work beyond the stated time. All debris shall be removed from the site and disposed by the Contractor at no additional cost to the NCC.

## Appendix 2

### NCC Mitigation Measures for Maintenance Contracts

#### **Fauna**

- In order to minimize the impact on wildlife, all work will be completed within a reasonable time frame.
- Use caution when driving to and from the work site – watch out for turtles and other small animals on the road surface and shoulder. Avoid hitting them, provided that it is safe to do so.
- Workers must keep the work site clean and must not leave behind garbage or food scraps that could attract animals or alter their behavior.
- Any fauna (mammals, amphibians, reptiles) that are encountered within the work site should not be harmed or harassed. Allow the animal to move away on its own by slowly walking toward it in the direction you want it to move. If necessary to move the animal out of the work area, carefully move it into a similar habitat next to site (within same area).

## Occupational Health and Safety Requirements

### 1. General

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

## **4. Plans Policies and Procedures**

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

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

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

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

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

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

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

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



(c) resolution of deficiencies.

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

---

## SECURITY REQUIREMENTS

---

### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

---

## SECURITY REQUIREMENTS

---

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

New supplier / Nouveau fournisseur       Update / Mise à jour

Supplier No. / N° du  
fournisseur

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

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

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

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la 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, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Address / Adresse		Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :
Postal code / Code postal		(   )	(   )

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

(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	Business No. (BN) / N° de l'entreprise (NE)	
GST/HST / TPS et TVH		QST / TVQ (Québec)			
Number / Numéro :		Number / Numéro :			
Not registered / non inscrit		Not registered / non inscrit			
Type of contract / Genre de contrat					
Contract for services only / Contrat de services seulement		Contract for mixed goods & services / Contrat de biens et services		Contract for goods only / Contrat de biens seulement	
Type of goods and/or services offered / Genre de biens et/ou services rendus :					

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

**Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire**

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

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

E-mail address / Adresse courriel :

**PART 'E' - CERTIFICATION / PARTIE 'E' - CERTIFICATION**

<p>I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.</p> <p>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.</p>	<p>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.</p> <p>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.</p>		
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**

<p><b>Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).</b></p> <p>Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007</p>	<p><b>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).</b></p> <p>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</p>
---	---

**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM**

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

**Supplier Tax Information**

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

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

Questions: Sylvie Monette, Accounts Payable and Receivable Officer – (613) 239-5678 ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit payment information**

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

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

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

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

**The advantages of direct deposit payment**

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

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

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

**Renseignements sur les fournisseurs aux fins de l'impôt**

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

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

Questions : Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt direct**

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

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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