

**INVITATION TO TENDER**  
**Tender / Contract Form**

NCC TENDER FILE #:

**AL1667**

<p><b>ADDRESS INQUIRIES TO:</b>  Allan Lapensée, Sr. Contract Officer  (613) 239-5678 ext 5051 tel.  <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a></p>	<p><b>CONTRACT NO.:</b> (NCC use only)</p>
<p><b>BID CLOSING DEADLINE:</b>  October 12, 2016 at 3:00pm Ottawa time</p>	
<p><b>RETURN ORIGINAL</b>  Submit tender on this tender / contract form and return to:</p>	<p>→ <b>Procurement Services</b>  <b>National Capital Commission</b>  <b>40 Elgin Street</b>  <b>2<sup>nd</sup> floor Security Office</b>  <b>Ottawa, ON</b>  <b>K1P 1C7</b>  <b>Reference NCC tender file # AL1667</b></p>
<p><b>DESCRIPTION OF SERVICES:</b>  ELECTRICAL INSTALLATIONS, MAINTENANCE &amp; SUPPORT SERVICES</p>	<p><b>LOCATION:</b>  Canada's Capital Region  Rideau Canal Skateway</p>

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### I. OFFER

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

### II. GENERAL AGREEMENT The Contractor agrees:

1. To perform the Work till June 2021.
2. **to provide at his/her own cost the following securities:**
  - (a) **with your tender to ensure entry into a contract a bid bond from an [acceptable company](#), a certified cheque made payable to the National Capital Commission, or, "Cash" in the amount of 10% of the bid amount (total of table 1 only) including taxes.**
  - (b) **upon notification of acceptance of tender, a Performance Bond and a Payment of Labour and Material Bond for each 50% of the bid amount (total of table 1 only) including taxes, or, "Cash" in the amount of 20% of the bid amount (total of table 1 only) including taxes;**
3. that this Offer and Agreement, together with the Specifications, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

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### III. PRICING

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

Total for table 1	
Total for table 2	
<b>Grand Total</b>	

**\*BIDDER MUST ALSO ANNEX ALONG WITH THIS TENDER FORM ANNEX 2 (PRICE FORM WITH COST & HOURLY RATE BREAKDOWN)**

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

### IV. INVOICING

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

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**V. ENQUIRIES**

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

**VI. ADDENDUM ACKNOWLEDGEMENT**

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

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

Name and address of Contractor :     Tel-Tél:  Fax-Télécopieur:  E-mail:	Signature(s)    Title:  Date:
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*Accepted & executed on behalf of the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2016*

<p align="center"><b>COMMISSION USE ONLY</b> <b>NCC SIGNATURE ONLY</b></p>	<p align="center"><b>TITLE</b></p>
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## INSTRUCTIONS TO TENDERERS

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### 1. Address

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

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

### 4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

### 5. Security Requirements

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

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## INSTRUCTIONS TO TENDERERS

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2. Acceptable Security

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

OR

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

OR

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

OR

- iv) Cash

3. Upon notification of acceptance of tender :

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

**6. Acceptance of Offer**

The lowest or any tender not necessarily accepted.

**7. Completion of Tender/Contract Form**

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

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

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## INSTRUCTIONS TO TENDERERS

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

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

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

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

The tenderer should retain a copy of the tender for his record.

### **8. Insurance**

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

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

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

### **9. Applications for Approval Certificates**

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

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## GENERAL CONDITIONS

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### 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.



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## **GENERAL CONDITIONS**

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### **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.

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## **GENERAL CONDITIONS**

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### **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.

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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### 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.

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## GENERAL CONDITIONS

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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.

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## GENERAL CONDITIONS

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**27. Liability Insurance**

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

**28. Workers Compensation**

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



## Occupational Health and Safety Requirements

### 1. General

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

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

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

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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## SECURITY REQUIREMENTS

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### 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;

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## SECURITY REQUIREMENTS

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- 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](#)

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

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



# BID BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

# PERFORMANCE BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter

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

Obligee, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars

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

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. WHEREAS, the Principal has

entered into a Contract with the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

for: \_\_\_\_\_.

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

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

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

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

# LABOUR AND MATERIAL PAYMENT BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter

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

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

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

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

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

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

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

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

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

Supplier No. / N° du fournisseur
----------------------------------

New supplier / Nouveau fournisseur       Update / Mise à jour

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

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

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

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPPF		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Address / Adresse	Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :	
Postal code / Code postal	( )	( )	

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

**IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:**

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	<b>OR / OU</b>	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : _____ Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : _____ Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

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

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

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

E-mail address / Adresse courriel :

**PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS**

E-mail address / Adresse courriel :

**PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION**

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ( )			

**IMPORTANT**

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).

Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Mail or fax to: Procurement Services  
National Capital Commission  
202-40 Elgin Street  
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

Poster ou télécopier à : Services de l'approvisionnement  
Commission de la capitale nationale  
40, rue Elgin, pièce 202  
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

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

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

**Supplier Tax Information**

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

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

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

# **ELECTRICAL INSTALLATIONS, MAINTENANCE & SUPPORT SERVICES**

## **Rideau Canal Skateway**

### **Terms of Reference**

**September 2016 to June 2021**

## **SECTION 1 – INTRODUCTION**

### **1.0 Purpose**

The National Capital Commission is proceeding with a request for tender for the provision of electrical services and expertise required for the operation of the Rideau Canal Skateway electrical assets.

### **1.1 Context**

#### **1.1.1 National Capital Commission**

The National Capital Commission (NCC) is a Crown Corporation of the Government of Canada responsible for the planning, development, conservation and improvement of the National Capital Region in order that the nature and character of the seat of the Government of Canada may be in accordance with its national significance.

#### **1.1.2 Rideau Canal Skateway**

The pride of Canada's Capital Region is the Rideau Canal, which stretches 202 kilometres from Ottawa to Kingston. It was designated as a World Heritage Site by UNESCO (United Nations Educational, Scientific and Cultural Organization) in June 2007. Each winter a portion of this historic waterway is transformed into the world's largest skating rink. Crowds of skaters and outdoor enthusiasts from all over Canada and the world, enjoy the 7.8-kilometre ice surface that winds through the heart of Ottawa. In 2005, Guinness World Records confirmed that the Rideau Canal Skateway (RCS) was indeed the "Largest Naturally Frozen Ice Rink in the World" with 165,621 square meters of skating surface.

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

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

The skating season may start in late December, weather permitting and when the ice thickness standards have been reached. The NCC Ice Safety Committee experts assess the ice thickness before the official opening of the RCS can be announced. This Committee continuously monitors ice conditions throughout the skating season and during special events.

### **1.2 Term of Contract and Scope of Work**

#### **1.2.1 Term of Contract**

This Contract is for a five (5) Year Term commencing on signing of the Contract (Fall 2016) and ending on June 30th, 2021.

During an average season, the RCS opens in early January until early March. The decision to end the RCS season shall be taken unilaterally by the NCC, at its entire discretion and for any reason(s) deemed appropriate including, but not limited to reasons related to weather conditions, ice conditions, public safety and/or financial considerations. The supplier will be beginning the



## **SECTION 1 – INTRODUCTION**

season with the electrical installations and preparation as of mid-October and will complete its work by the end of April.

### **1.2.2 Scope of Work**

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

- Pick up, install, remove and return to the designated NCC facility, all electrical assets and systems as per Section 4.
- Supply qualified personnel as required to execute the work contained herein.
- Supply equipment, vehicles, materials, personal protection equipment and specialized tools as required by the tasks described herein.
- Insure all connections for the RCS vendors (10 to 12 concessions).
- Provide detailed inspection reports and inventory lists as per Section 6.
- Provide additional Services for ad hoc requests relating to the aforementioned, not specifically mentioned in the terms of reference and subject to the rates and conditions of the Standing Offer Agreement (SOA) described further.

### **1.3 Contract Boundaries and Quality Requirements**

The Contractor shall provide all services within the geographic boundaries as summarized on the maps presented in Appendix 1 (GIS Electrical Maps). The Contractor shall provide all services to the standards of quality detailed in sections 3 (General Requirements) and 4 (Operational Services Requirements) of the Contract.

## SECTION 2 – Typical Terms and Conditions

### 2.0 Introduction

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

### 2.1 Interpretation

#### 2.1.1 Definitions

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

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

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

“**Bayview**” means the NCC warehouse facility located at 80 Bayview Road in Ottawa.

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

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

“**CBD**” means Colonel By Drive.

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

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

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

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

“**Contract**” means the contract entered into between the Successful Contractor and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Contractor agrees to perform all of the specific services in accordance with the standards of performance set out in sections of this Contract, and other matters arising out of the successful Tender and accepted by the NCC, if any.

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

## SECTION 2 – Typical Terms and Conditions

“**Contractor**” means the proponent.

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

“**Emergency Intervention Service**” means the intervention service interfacing with the Emergency Services that must be provided by the Contractor as indicated in this document.

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

“**Environmental Laws**” means:

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

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

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

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

“**Freeboard**” means the distance from the ice surface to the water level. Freeboard is created because when ice freezes it expands and leaves 10% of its mass above the water level.

“**Force Majeure**” means any of the following events which (i) prevents or materially impairs the performance by one of the parties of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the party: acts of God, earthquakes, tidal waves, hurricanes, windstorms, abnormal climatic conditions, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage,

## SECTION 2 – Typical Terms and Conditions

partial or entire failure of utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities.

“**GIS**” means the Geographic Information Systems.

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

“**Ice Safety Committee**” (ISC) means a group of NCC employees that provide their expertise in monitoring the ice thickness and freeboard thus making recommendations as to opening and closing of the Rideau Canal Skateway or sections of it as well as special events that take place on the RCS.

“**K17R**” means a portable electrical vault which houses a transformer and electrical distribution panels.

“**Maintenance**” means all services that are to be performed by the Contractor on a regular basis to respect its obligations in this Contract. It also means the ongoing operation and provision of a specific set of quality standards in order to achieve a desired condition of asset or levels of service.

It also includes the following:

- i. “**Routine Maintenance**” means all Maintenance required to offset the effects of weather and regular use.
- ii. “**Preventative Maintenance**” means the application of CBM (see definition) or testing (including Unaided Testing) of assets for the purpose of early detection and elimination of equipment defects that could lead to unplanned downtime or unnecessary expenditures. Generally speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no process interruption. The purpose of this type of Maintenance is to determine the condition of in-service equipment in order to predict when Maintenance should be performed.
- iii. “**Reactive Maintenance**” means Maintenance required after an event, malfunction or failure. This type of Maintenance is usually triggered by unforeseen events and/or equipment failure and requires immediate response and action from the Contractor as defined in this Contract.
- iv. “**Monitor**” or “**Monitoring**” means the systematic gathering of information and data through observation, Unaided Testing, Condition Based Monitoring or testing on a regular or scheduled basis in order to regulate, control and ensure the functionality of Component(s) and/or System(s). Monitoring can be Predictive and/or Preventive in nature. See Maintenance.

“**NAC**” means the National Art Centre

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

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

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

## SECTION 2 – Typical Terms and Conditions

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

“**QED**” means the Queen Elizabeth Drive.

“**RCS**” means the Rideau Canal Skateway.

“**Skatetrack**” means the skating surface of the Rideau Canal.

“**SNIC**” means Snow and Ice Control. It is used to designate any and all of the activities related to snow removal and ice surface maintenance.

“**Standing offer agreement**” (SOA) is a non-binding agreement by which a Contractor agrees to supply goods and/or services over and above what is listed in these terms of reference, as requested by the NCC, for a specific period of time, at prearranged prices/rates and as per the applicable terms and conditions set out in the SOA. A call-up purchase order linked to a Standing Offer Agreement becomes the contract.

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

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

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

“**Term**” means the period commencing upon the signing of this contract and terminating as per 1.0.

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

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

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

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

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

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

## **SECTION 2 – Typical Terms and Conditions**

### **Contractor's Obligations**

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

### **Default Provisions**

If the Contractor:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract that are to be kept, performed or observed by the Contractor and such failure continues for, or is not remedied within:
  - 1 hour of a verbal notice for public safety situations;
  - 24 hours of a written notice for all others.If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.
- b) Suffers an Event of Insolvency;
- c) Has made a false representation or warranty;
- d) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or
- e) Delays in the performance of one of a series of periodic services;

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

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

## **SECTION 2 – Typical Terms and Conditions**

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

Notwithstanding the requirement for notice set out in these terms and in addition to the remedies set out in the clauses, the Contractor agrees that the events of default listed in section 3 and 4 will result in the automatic monetary penalties (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:

- a) first occurrence of the default of one or more items listed in section 4 penalty of \$500.00;
- b) irrespective of the item, the second occurrence of the default: penalty of \$1,000.00;
- c) irrespective of the item, the third occurrence of the default: penalty of \$1,500.00; and
- d) each additional occurrence of default (following the third): preceding penalty plus \$1,000 (for example, for a fourth case = \$2,500 (\$1,500 + \$1,000), fifth case = \$3,500 (\$2,500 + \$1,000),

### **Standing Offer Agreement (SOA)**

The Contractor must provide Hourly Rate/Unit Price for Maintenance as indicated in Appendix 2. These Hourly Rates/Unit Prices must be representative of the calculations used in establishing the financial component of the tender where applicable. In the absence of provisions specifically dealing with a particular activity, these costs will be used as a basis to calculate any increase or savings resulting from additions, adjustments or deletions from this Contract. In addition, the NCC intends to award a non-binding Standing Offer Agreement (SOA) to the Successful Proponent for the provision of Additional Services and Maintenance. The SOA shall be based on the rates provided in the Hourly Rate/Unit Price for Maintenance Services form (see Appendix 2).

#### Note

Appendix 2 must be also be annexed with the AL1667 Tender Form.

### **Mark-up on Materials**

With the exception of Consumables, when the purchase of parts is required in order to execute any of the Work described herein, the Contractor may add a maximum 10% mark-up on his/her invoice(s) which shall be strictly applicable to the parts in question.

## **SECTION 3 – GENERAL REQUIREMENTS**

### **3.0 Introduction**

This section identifies the general requirements of the Contract. These activities support the provision of services described in sections 4 (Operational Services) and 6 (Reporting) of the Contract.

### **3.1 Employees**

#### **General**

Any employee hired by the Contractor shall be competent and qualified, fluent in one of the two official languages of Canada and able to offer information on the basic services and facilities available on the RCS, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

#### **Orientation**

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

RCS general information

Lines of Communication with the NCC and Two-way radio protocol

General standards of quality expected by the NCC

Procedures for the safe operation of motorized vehicles on the RCS

Ice driving safety and Emergency Ice Safety training

Proper use of machinery

Proper environmental practices.

The Contractor must also attend a mandatory stakeholder meeting

Relevant NCC Traffic and Property Regulations, including ice access procedures;

Workplace health and safety plan;

Proper use of personal protection equipment

Best practices used for working on ice covers in Ontario;

#### **Work Dress**

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

#### **Replacement of Employees**

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



## **SECTION 3 – GENERAL REQUIREMENTS**

### **Art of Trade and Certification**

Furthermore, the Contractor shall respect all trade certification when required by law. Any work to be performed by the Contractor or by a subcontractor working on behalf of the Contractor must be done in accordance with the art of the trade and must follow any and all guidelines, requirements and specifications as set out by such trade. The Contractor will operate in accordance with all federal, provincial and municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.

### **NCC Regulations and Environmental Guidelines**

The Contractor shall ensure its agents and employees are familiar with and comply with the NCC Traffic and Property Regulations and the NCC Environmental Guidelines and other specific directives relating to its facilities and services. The Contractor shall comply with all relevant federal, provincial and municipal environmental legislation. The Contractor shall also comply with the additional environmental requirements as listed in NCC Environmental Guidelines (Appendix 5). In the event of a toxic spill the Contractor will immediately call the NCC Emergency Service (available 24 hours a day) at 613-239-5353.

## **3.2 Vehicles, Materials & Assets**

The Contractor shall supply at his cost the necessary vehicles, equipment, tools, materials necessary to implement all the activities as described in section 4.

### **Vehicles**

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

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

## **SECTION 3 – GENERAL REQUIREMENTS**

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

### **Assets**

#### **General**

The Contractor shall be responsible for the assets while they are in his possession when being handled, transported, installed, removed or maintained by his employees or subcontractors. The Contractor shall be financially responsible for any repairs to the assets that are required as a result of damage occurring while such assets are in the Contractor's possession.

#### Note

The Contractor accepts all assets "as is" unless he notifies the NCC that a particular asset is in need of Rehabilitation **and** the NCC acknowledges that fact.

### **Portable Assets**

#### **General**

The Contractor shall:

Ensure portable assets remain at their designated location unless the NCC approves their relocation;  
Not provide portable assets to any NCC or non NCC organization without obtaining prior approval from the CMO.

#### **Storage**

The Contractor shall follow all of the NCC's asset guidelines and procedures when he/she is required to pick-up assets and material stored at the NCC's main storage facilities (Woodroffe or Bayview).

## **Monitoring**

### **Monitoring & Evaluation**

#### **Contractor**

## **SECTION 3 – GENERAL REQUIREMENTS**

The Contractor must identify a supervisor and/or team leader who shall be equipped with a cellular phone and a digital camera and be available to take all calls from the NCC or from any NCC clients, 24 hours a day, seven days a week from December 15 to March 15 of each Contract year (note: supervisor “availability” does not entail “on-site availability” 24 hours a day, seven days a week). The Contractor will supply cell phones and walkie-talkies as necessary in order to facilitate communication between the Contractor's team leader and other members of his staff during operations on the RCS.

The Contractor will allow the NCC, its officers and agents, to inspect and monitor the work being performed at all times.

### **Contract Management Officer (CMO)**

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

### **Unresolved or Recurrent Issues**

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

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

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

## **Change of Dates**

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

## **Emergency Intervention**

The contractor shall provide the NCC with a 24 hour / 7 days a week phone number and contact person from December 15 to March 15 of each Contract year. The Contractor or crew leader (identified by the contractor during any given work period) must return all calls received within 10 minutes. The telephone number shall remain the same for the duration of the Term of this

## **SECTION 3 – GENERAL REQUIREMENTS**

Contract. The Contractor shall be available at all times to respond to all calls and immediately provide the required emergency services. This number must be a “direct to employee” service using a telephone, a cellular phone/ or a pager. Answering machines or voice mail systems do not constitute a direct response.

### **Public Safety**

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

### **Emergency Closures of the RCS**

The NCC shall immediately inform the Contractor, of all emergency or anticipated closures of the RCS. The Contractor shall also support other agencies or NCC partners when they may have to implement emergency closures on the RCS. This support includes:

- Covering assets to protect from rain or water damage;
- Using wooden blocks (or other means) to raise assets in order to avoid contact with water which might accumulate on the ice surface;
- Complete removal of assets in advance of severe snow or ice storms or anticipated closures.

### **Damage Caused by Contractor**

#### **General**

The Contractor shall be responsible for any damages that he/she causes to NCC property. Any damage is to be reported immediately to the NCC on an occurrence report.

#### **Deadlines**

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

### **Media Relations**

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

## **SECTION 3 – GENERAL REQUIREMENTS**

not allow for interviews and/or media events not related to NCC matters to take place on the RCS within the boundaries of this Contract without prior approval from the NCC.

### **Site Accessibility**

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

### **Volunteers**

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

### **Identification**

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

## **4.0 Introduction**

The objective of Section 4 is to provide a detailed description of the Operational Service Requirements of the Electrical Installations, Maintenance and Support Services.

### **4.1 Format**

The following section of the service requirement will describe in greater detail the tasks to be performed. Although certain inter-related tasks have been grouped together, such grouping is arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the proposal and not to dictate the operational sequence of tasks. Each description has been divided into the following categories:

#### Description

If applicable, a more detailed description of the tasks is given in this section. Where this is not possible or practical, more detail is given in the respective *Requirements* section.

#### Timing

General timing and scheduling information is given, but as has been stated before, RCS and Winterlude schedules are affected by ice conditions and weather. To this end, it is expected the Contractor will work closely with the NCC in order to adapt to changing conditions while fulfilling the obligations of the Contract.

#### Requirements

Task requirements are described in greater detail in this section. Once awarded the Contract, the Contractor is expected to develop safe and efficient methods to deliver the services described herein. The NCC will work closely with the Contractor in order to develop and maintain methods and procedures that are safe and meet the operational requirements of the RCS.

#### Typical resources

Resources required by specific tasks are listed in this section. The resources listed are guidelines and should not be considered complete.

### **4.2 Work Standards**

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

### 4.3 Electrical connection of Chalets

Description:

There are seven Chalets installed and removed each Year by the NCC at four locations along the RCS: two at the Bronson node, two at the Concord node, two at the NAC node, and one Chalet at the Fifth Avenue node. Change Chalets have one cable and washroom Chalets have two cables for a total of ten cables and all have pin and sleeve connectors. Refer to Appendix 1GIS electrical maps.

Timing:

The Chalets are normally put in place (craned-in) between mid-October and mid-November. The Chalets must be connected and energized no later than ten (10) calendar days after they have been craned into place, or as directed by the NCC.

The Chalets are normally removed at the end of April. Chalets must be disconnected and de-energized during the ten (10) calendar days prior to the craning operation, or as directed by the NCC.

Requirements:

- Pick up and transport the necessary materials and NCC assets to and from the work site. NCC assets are stored at Woodroffe. Generally the cables are stored in each individual chalets
- Connect and cable as required between the power source(s) and the NCC Chalet.
- At the request of the NCC, install, monitor and remove temporary electrical meters used to quantify the amount of electricity consumed by the Chalets during the season.

Typical resources

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule.

### 4.4 Electrical connection of Other Trailers

Description:

In addition to the facilities described in Section 4.3, the NCC also installs the following trailers on the RCS:

- One washroom trailer at Fifth Avenue.
- One First Aid trailer at Fifth Avenue.
- One skate rental trailer at Fifth Avenue.
- One skate rental trailer at the Laurier Bridge.
- One operation trailer by the Dow's lake pavilion.
- One operations trailer at 5th Ave.
- One additional support trailer at location that may vary from Year to Year. In each case, the support trailers will be located on the ice, or on the Canal shoreline adjacent to the Skateway.

All trailers come with cables and adapters and are ready for connection. In some cases, the owners of the other trailers are asked to provide a tail, but the cables are provided by the NCC. All temporary wiring has pin and sleeve connectors.

**Timing:**

The First Aid trailer and the Skate Rental trailers are normally put in place (craned-in) between mid-October and mid-November. They must be connected and energized no later than ten (10) calendar days after they have been craned into place, or as directed by the NCC. Other trailers (and kiosks) are to be connected as per the schedule established by the NCC.

As with the facilities in Section 4.3, the “Other trailers” described in Section 4.4 are normally removed at the end of April. However, some may be removed earlier and are to be disconnected as directed by the NCC.

**Requirements:**

- Pick up and transport the necessary materials and NCC assets to and from the work site. NCC assets are stored at Woodroffe and/or Bayview.
- Connect and cable the trailers and kiosks as required between the power source(s) and the NCC distribution panels.

**Typical Resources Required:**

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule.

## **4.5 Electrical connection of Beavertails Concessions**

**Description:**

There are four (4) Beavertails concessions located on the RCS at the following locations: NAC (Rideau), Concord, Fifth Avenue and Bronson. The owners of the Beavertails concessions are asked to provide a tail, but the cables are provided by the NCC. All temporary wiring has pin and sleeve connectors.

**Timing:**

The Beavertails concession trailers are normally put in place (craned-in) between mid-October and mid-November, with the exception of the downtown location (NAC), which is driven into place once the ice is sufficiently thick. They must be connected and energized no later than ten (10) calendar days after they have been craned into place, or as directed by the NCC.

As with the Chalets, the Beavertails concessions are normally removed (craned out) at the end of April, with the exception of the downtown location which is driven off the ice immediately following the end of the RCS season. The concessions must be disconnected and de-energized during the ten (10) calendar days prior to the craning operation, or as directed by the NCC.

**Requirements:**

- Pick up and transport the necessary materials and NCC assets to and from the work site. NCC assets are stored at Woodroffe and/or Bayview.



- Connect and cable as required between the power source(s) and the NCC distribution panels.

Typical Resources Required:

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule.

#### **4.6 Electrical connection of the Access Control Booths**

Description:

There are three temporary booths located on land (not on the ice surface):

- One at the top of the access ramp at Fifth Avenue.
- One at the top of the access ramp at the Dows Lake Pavilion.

Timing:

The temporary booths are typically put in place during the month of December and removed not long after the end of the RCS season.

Requirements:

- Pick up and transport the necessary materials and NCC assets to and from the work site. NCC assets are stored at Woodroffe and/or Bayview.
- Connect the cable as required between the power source(s) and the NCC booths.

All temporary booths come with cables and adapters and are ready for connection. All temporary wiring has pin and sleeve connectors.

Typical resources required:

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule.

#### **4.7 Connection of the K17R**

Description:

A portable electrical vault is used to supply power to the Bronson rest area. Known as the K17R, the vault is mounted on skids and is too heavy to be transported on the ice surface for installation purposes. See Appendix 4 for technical specifications of the K17R. The information provided should allow Contractors to accurately price the tasks required.

Timing:

The K17R will be transported by another Contractor from the Woodroffe warehouse to the Bronson rest area where it is craned onto a gravel pad on the bottom of the Canal. This operation

is normally done during the low water period in late October. It is craned off after the end of the RCS season.

Requirements:

- Pick up the necessary materials and NCC assets to and from the work site.
- Run cables and connect the K17R to the main distribution point which is at pathway level.
- Connect and cable as required between the K17R and the NCC assets.

The NCC will supply a forklift and forklift operator at the NCC Warehouse capable of lifting the K17R if necessary.

Typical resources required:

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule

## **4.8 Temporary distribution panels**

Description:

There are eleven (11) temporary distribution panels and four (4) pony panels (also called sub-panels) are to be installed and removed each Year. Some of the portable electrical distribution panels are installed on ice level and some are installed on street level. All plugs are pin and sleeve.

Timing:

As soon as the NCC has confirmed the ice to be thick enough, (usually in late December) the Contractor can have access to install panels at ice level. Panels that are located on land adjacent to the Canal can be installed earlier, usually beginning in late October.

Requirements:

- Pick up and transport the necessary materials and NCC assets to and from the work site. NCC assets are stored at Woodroffe or Bayview.
- Connect and cable as required between the power source(s) and the NCC distribution panels.

Typical resources required:

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule.

## 4.9 Temporary Aluminum Poles

### Description:

Four (4) aluminium poles (2 x 20ft and 2 x 16ft) used to bridge cables over pathways are to be installed on existing pedestals along the RCS at the following two (2) locations:

- Two at the Concord node
- Two at the Fifth Avenue node.

### Timing:

The temporary aluminium poles can be installed from mid-October, or as directed by the NCC. They are removed after the end of the RCS season.

### Requirements:

- Pick up and transport the necessary materials and NCC assets to and from the work site. NCC assets are stored at Woodroffe.
- Install, maintain and remove as required.

### Typical resources required:

- Vehicles necessary to transport necessary tools, personnel and material.
- Barricades for temporary pathway or roadway closures when/if necessary, ladders and personal safety gear.
- All necessary tools and specialized materials.
- Labourer(s) and certified Electrician(s) in sufficient numbers to execute the work safely, in a timely manner and according to the NCC schedule.

## **SECTION 5 – REPORTING**

### **5.0 Reporting**

The following section describes all administrative, financial and operational reporting requirements of this Contract. The Contractor must prepare and deliver the reports indicated below (on the dates as specified) and all others that the NCC may consider to be required. The NCC shall provide the electronic template for most of the reports. All reports shall be electronically mailed to the NCC on or before their respective deadline. The Contractor shall be required to make corrections or prepare a new report in cases where the initial report does not meet NCC requirements. The Contractor shall have an extension of 10 Business Days after the deadline to provide a revised or new report satisfactory to the NCC. The following is a list and brief description of the reports that are required:

### **5.1 Administrative, Financial and Operational Reports**

#### **5.1.1 Insurance Certificate**

Renewal of insurance certificate shall be provided on a yearly basis during the Term of the Contract

#### **5.1.3 Asset Inventory**

The Asset Inventory Report is done at the end of each RCS season and assesses and records the quantity and condition of the NCC's assets. The maintenance, decommissioning of assets and their lifecycle replacement will be discussed as a result of this fieldwork and report. The report will be co-signed by the Contractor and the NCC. The fieldwork for this report will be undertaken jointly. An electronic copy will be submitted, followed by a hard copy.

As part of this report, the Contractor is asked to list and cost the Maintenance required as per the SOA rates provided, when/if these rates apply to the nature of the Maintenance work required. The NCC may, at its sole discretion, ask the Contractor to execute the work required or proposed, based on the estimates provided by the Contractor.

#### **5.1.4 Occurrence Report (as needed) (see Appendix 4)**

The occurrence report is to be submitted by the Contractor for situations that may affect the overall health and safety of staff and patrons on the RCS (e.g. injuries, accidents, etc.). Occurrence reports must be forwarded preferably by electronic mail (e-mail) to the NCC within 24 hours of the observation.

The response to an incident report will require some judgment on the part of the Contractor. When deemed significant, they will be prioritized in the following order: public safety, environmental impacts, publicly visible areas, and other sites. When in doubt the Contractor should consult with the NCC.

## **SECTION 5 – REPORTING**

### **5.1.5 Unsatisfactory Performance Report**

The unsatisfactory performance report is to be commented on by the Contractor each time the NCC completes one for any work included in the Contract that has not been provided or has been provided in an unsatisfactory manner.

### **5.1.6 Damage to Assets Due to Vandalism/Accident or Theft Report on Occurrence Report (as needed) (see Appendix 4)**

All damages to assets due to vandalism/accident or theft with cost estimates shall be recorded on an occurrence report (see Appendix 4) and digital photographs of the damages shall accompany the report when returned to the NCC (see 3.14).

### **5.1.7 Third Party Damage on Occurrence Report (as needed) (see Appendix 4)**

All third party damages with cost estimates shall be recorded on an occurrence report and digital photographs of the damages shall accompany the report when returned to the NCC.

### **5.1.8 Security Clearance**

Provide all information required to obtain the appropriate security clearance for all Contractor's employees at the beginning of the Contract and when new employees are hired.

## **SECTION 6 – Appendices**

### **Section 6 – Terms of Reference Appendices**

Appendix 1: GIS Maps of the RCS

Appendix 2: Price Form and SOA price grid

Appendix 3: K17R Technical specifications

Appendix 4: Occurrence Report

Appendix 5: Environmental Guidelines

***Rideau Canal Skateway  
2016 - 2017  
Patinoire du canal Rideau***



***Electrical Installations Maps***

***Cartes d'installations électriques***



## Rideau Canal Skateway

## Patinoire du canal Rideau

Title (En)	#	Titre (fr)
NAC - North	1	CNA - Nord
NAC - South	2	CNA - Sud
Concord	3	Concord
Fifth Ave - North	4	Avenue Fifth - Nord
Fifth Ave - Center	5	Avenue Fifth - Centre
Fifth Ave - South	6	Avenue Fifth - Sud
Bronson	7	Bronson
Dows Lake	8	Lac Dows



NAC - North  
 CNA - Nord

NCC Site Number  
 Numéro de site CCN  
 98925

Sheet - Page  
 1 of / de 8

Scale:  
 1 : 325



**Electrical Items**  
**Items électriques**

- Distribution panel  
Panneau de distribution (2)
- Hubbell Connector  
Connection Hubbell (0)
- Hydro Pole  
Poteau électrique (0)
- K17R  
K17R (0)
- Lex Box  
Boite de distribution Lex (0)
- Pony panel  
Panneau de disjoncteur 30amp (0)
- Type I to Type II Adaptor  
Adaptateur type I à type II (0)
- Electrical Kiosk  
Kiosque électrique (1)
- Electrical Pedestal  
Piédestal électrique (2)

**Points of Interest**  
**Points d'intérêts**

- Universal Access Ramp  
Rampe d'accès universelle
- Vehicle Ramp  
Rampe de véhicule
- Beavertail  
Queues de castor
- Concession  
Concession
- Information Kiosk  
Kiosque d'information
- Skateway Patrollers  
Patrouilleurs de la patinoire
- Parking Ice Access Kiosk  
Kiosque de contrôle d'accès / stationnement
- Skate Rentals  
Location de patins
- NCC Chalet  
Chalet de la CCN
- Souvenir Kiosk  
Kiosque de souvenirs
- Trailer  
Remorque
- Washroom (Chalet)  
Toilette (Chalet)
- Universal Portable Toilet  
Toilette portable universelle

**Electrical Lines**  
**Installations électriques**

- Type II M / Type II F
- Type II M / Type II F
- Type I M / Type II F
- Type I M / Type II F
- Variable Phase  
(Type II M / Type II F)
- Phase variable  
(Type II M / Type II F)

**Stairs**  
**Escaliers**

- Aluminium  
Aluminium
- Wood  
Bois

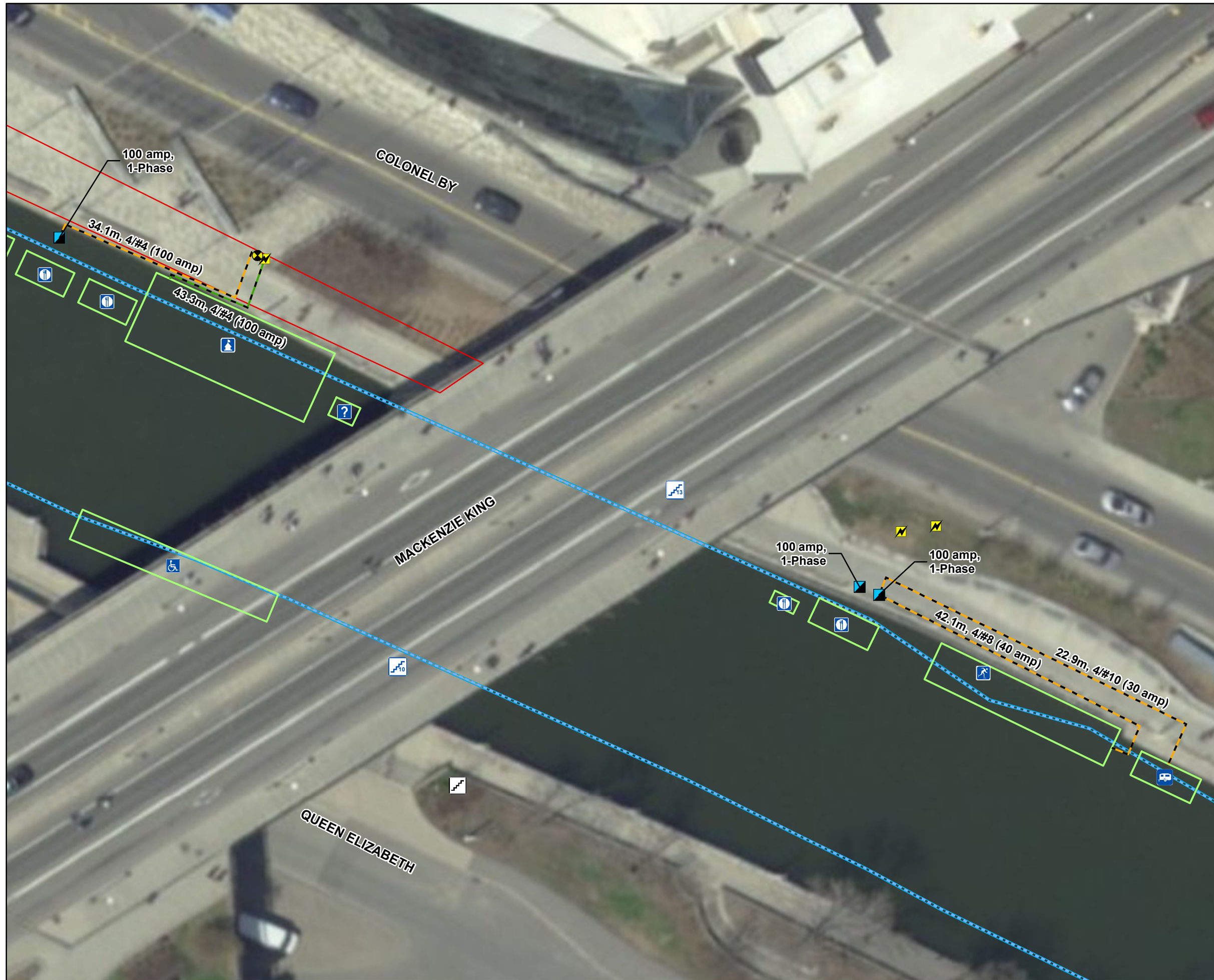
**Zones**  
**Zones**

- Winterlude Zone  
Zones de Bal de neige
- Snow Clearing Limits  
Limite de déneigement
- Off Ice SNIC  
Zone de déneigement hors glace
- Snow Dump  
Dépôt à neige
- Snow Median  
Médiane de neige

Date: 2015-09-21

NAC - South  
 CNA - Sud

NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	2 of / de 8	1 : 350



**Electrical Items**  
**Items électriques**

- Distribution panel  
Panneau de distribution (3)
- Hubbell Connector  
Connection Hubbell (0)
- Hydro Pole  
Poteau électrique (0)
- K17R  
K17R (0)
- Lex Box  
Boite de distribution Lex (0)
- Pony panel  
Panneau de disjoncteur 30amp (0)
- Type I to Type II Adaptor  
Adaptateur type I à type II (1)
- Electrical Kiosk  
Kiosque électrique (0)
- Electrical Pedestal  
Piédestal électrique (3)

**Points of Interest**  
**Points d'intérêts**

- Universal Access Ramp  
Rampe d'accès universelle
- Vehicle Ramp  
Rampe de véhicule
- Beavertail  
Queues de castor
- Concession  
Concession
- Information Kiosk  
Kiosque d'information
- Skateway Patrollers  
Patrouilleurs de la patinoire
- Parking Ice Access Kiosk  
Kiosque de contrôle d'accès / stationnement
- Skate Rentals  
Location de patins
- NCC Chalet  
Chalet de la CCN
- Souvenir Kiosk  
Kiosque de souvenirs
- Trailer  
Remorque
- Washroom (Chalet)  
Toilette (Chalet)
- Universal Portable Toilet  
Toilette portative universelle

**Electrical Lines**  
**Installations électriques**

- Type II M / Type II F
- Type I M / Type II F
- Variable Phase  
(Type II M / Type II F)
- Phase variable  
(Type II M / Type II F)

**Stairs**  
**Escaliers**

- Aluminium
- Wood  
Bois

**Zones**  
**Zones**

- Winterlude Zone  
Zones de Bal de neige
- Snow Clearing Limits  
Limite de déneigement
- Off Ice SNIC  
Zone de déneigement hors glace
- Snow Dump  
Dépôt à neige
- Snow Median  
Médiane de neige








Date: 2015-09-21





Concord  
 Concord





NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	3 of / de 8	1 : 235

**Electrical Items**  
**Items électriques**



-  Distribution panel  
Panneau de distribution (0)
-  Hubbell Connector  
Connection Hubbell (0)
-  Hydro Pole  
Poteau électrique (2)
-  K17R  
K17R (0)
-  Lex Box  
Boite de distribution Lex (0)
-  Pony panel  
Panneau de disjoncteur 30amp (1)
-  Type I to Type II Adaptor  
Adaptateur type I à type II (0)

-  Electrical Kiosk  
Kiosque électrique (0)
-  Electrical Pedestal  
Piédestal électrique (2)



**Electrical Lines**  
**Installations électriques**

-  Type II M / Type II F
-  Type I M / Type II F
-  Variable Phase  
(Type II M / Type II F)
-  Phase variable  
(Type II M / Type II F)





**Points of Interest**  
**Points d'intérêts**

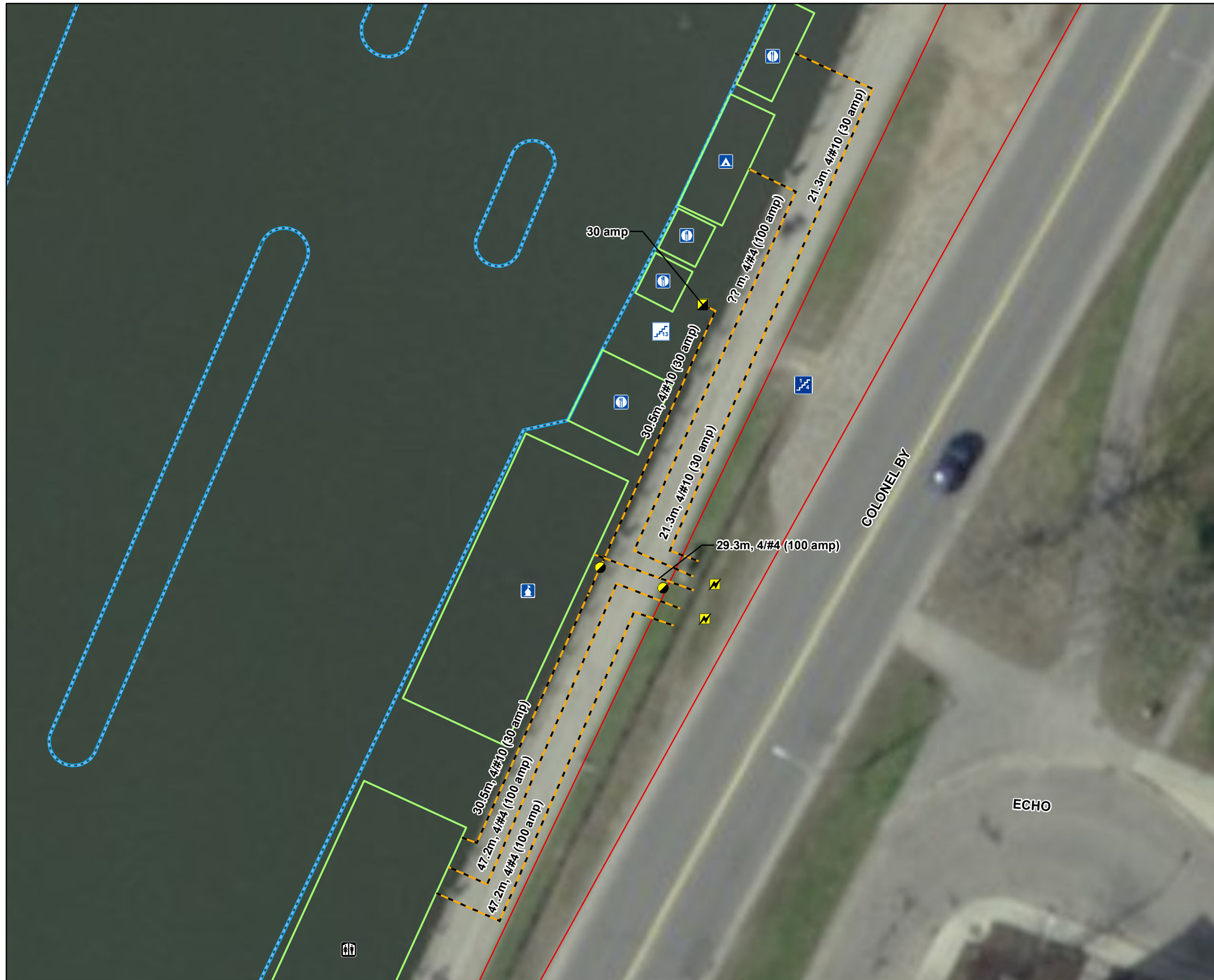
-  Universal Access Ramp  
Rampe d'accès universelle
-  Vehicle Ramp  
Rampe de véhicule
-  Beavertail  
Queues de castor
-  Concession  
Concession
-  Information Kiosk  
Kiosque d'information
-  Skateway Patrollers  
Patrouilleurs de la patinoire
-  Parking Ice Access Kiosk  
Kiosque de contrôle d'accès / stationnement
-  Skate Rentals  
Location de patins
-  NCC Chalet  
Chalet de la CCN
-  Souvenir Kiosk  
Kiosque de souvenirs
-  Trailer  
Remorque
-  Washroom (Chalet)  
Toilette (Chalet)
-  Universal Portable Toilet  
Toilette portable universelle

**Stairs**  
**Escaliers**

-  Aluminium  
Aluminium
-  Wood  
Bois

**Zones**  
**Zones**

-  Winterlude Zone  
Zones de Bal de neige
-  Snow Clearing Limits  
Limite de déneigement
-  Off Ice SNIC  
Zone de déneigement hors glace
-  Snow Dump  
Dépôt à neige
-  Snow Median  
Médiane de neige



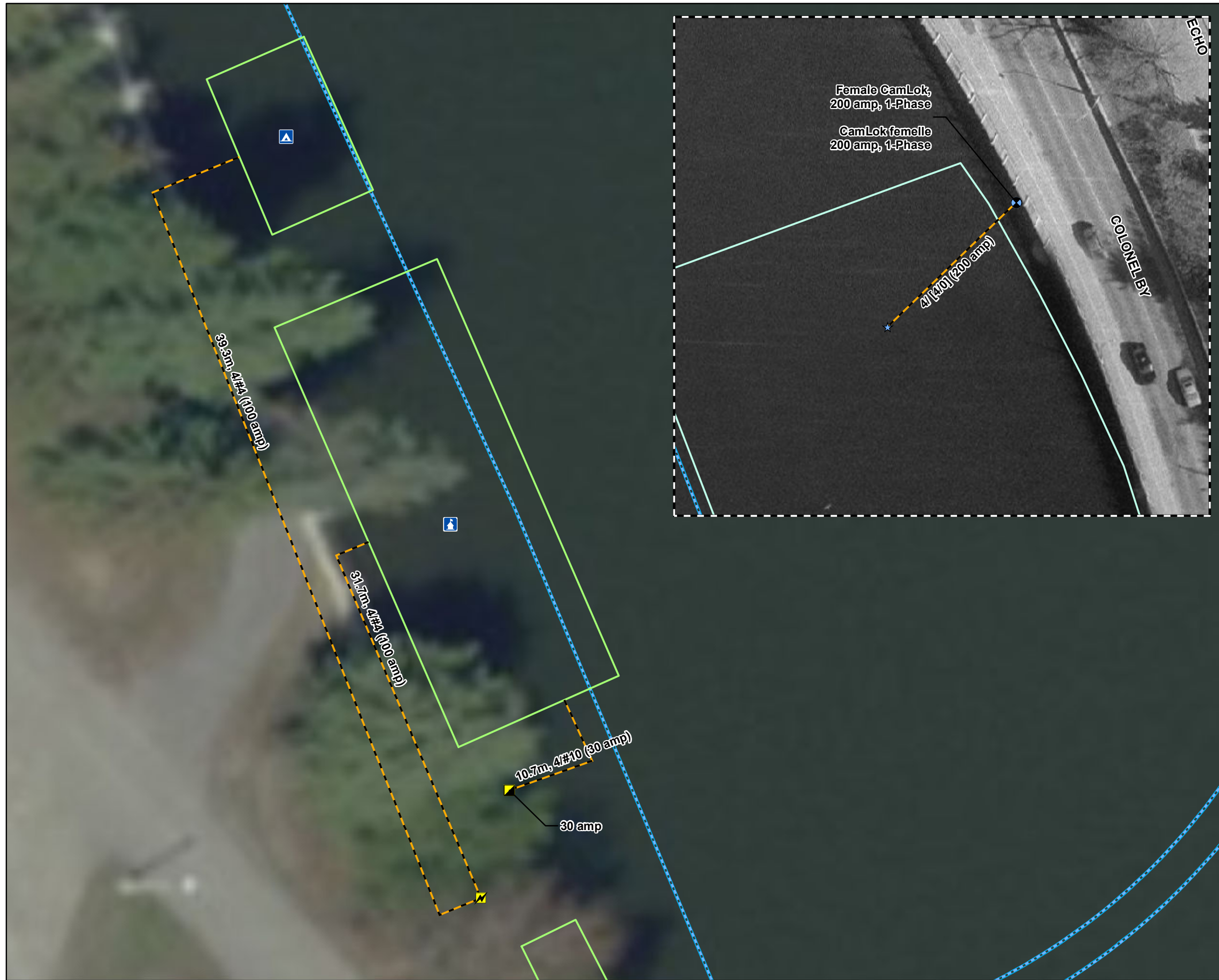
Date: 2015-09-21



NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
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- |  |  |
|--|--|
| <b>Electrical Items</b><br><b>Items électriques</b> <ul style="list-style-type: none"> <li> Distribution panel<br/>Panneau de distribution (1)</li> <li> Hubbell Connector<br/>Connection Hubbell (2)</li> <li> Hydro Pole<br/>Poteau électrique (0)</li> <li> K17R<br/>K17R (0)</li> <li> Lex Box<br/>Boite de distribution Lex (0)</li> <li> Pony panel<br/>Panneau de disjoncteur 30amp (0)</li> <li> Type I to Type II Adaptor<br/>Adaptateur type I à type II (0)</li> <li> Electrical Kiosk<br/>Kiosque électrique (0)</li> <li> Electrical Pedestal<br/>Piédestal électrique (3)</li> </ul> | <b>Points of Interest</b><br><b>Points d'intérêts</b> <ul style="list-style-type: none"> <li> Universal Access Ramp<br/>Rampe d'accès universelle</li> <li> Vehicle Ramp<br/>Rampe de véhicule</li> <li> Beavertail<br/>Queues de castor</li> <li> Concession<br/>Concession</li> <li> Information Kiosk<br/>Kiosque d'information</li> <li> Skateway Patrollers<br/>Patrouilleurs de la patinoire</li> <li> Parking Ice Access Kiosk<br/>Kiosque de contrôle d'accès / stationnement</li> <li> Skate Rentals<br/>Location de patins</li> <li> NCC Chalet<br/>Chalet de la CCN</li> <li> Souvenir Kiosk<br/>Kiosque de souvenirs</li> <li> Trailer<br/>Remorque</li> <li> Washroom (Chalet)<br/>Toilette (Chalet)</li> <li> Universal Portable Toilet<br/>Toilette portable universelle</li> </ul> |
| <b>Electrical Lines</b><br><b>Installations électriques</b> <ul style="list-style-type: none"> <li> Type II M / Type II F<br/>Type II M / Type II F</li> <li> Type I M / Type II F<br/>Type I M / Type II F</li> <li> Variable Phase<br/>(Type II M / Type II F)</li> <li> Phase variable<br/>(Type II M / Type II F)</li> </ul>   | <b>Stairs</b><br><b>Escaliers</b> <ul style="list-style-type: none"> <li> Aluminium<br/>Aluminium</li> <li> Wood<br/>Bois</li> </ul>   |
| <b>Zones</b><br><b>Zones</b> <ul style="list-style-type: none"> <li> Winterlude Zone<br/>Zones de Bal de neige</li> <li> Snow Clearing Limits<br/>Limite de déneigement</li> <li> Off Ice SNIC<br/>Zone de déneigement hors glace</li> <li> Snow Dump<br/>Dépôt à neige</li> <li> Snow Median<br/>Médiane de neige</li> </ul>  |  |





**Electrical Items**  
 Items électriques

- Distribution panel  
Panneau de distribution (0)
- Hubbell Connector  
Connection Hubbell (0)
- Hydro Pole  
Poteau électrique (0)
- K17R  
K17R (0)
- Lex Box  
Boite de distribution Lex (0)
- Pony panel  
Panneau de disjoncteur 30amp (1)
- Type I to Type II Adaptor  
Adaptateur type I à type II (0)
- Electrical Kiosk  
Kiosque électrique (0)
- Electrical Pedestal  
Piédestal électrique (1)

**Points of Interest**  
 Points d'intérêts

- Universal Access Ramp  
Rampe d'accès universelle
- Vehicle Ramp  
Rampe de véhicule
- Beavertail  
Queues de castor
- Concession  
Concession
- Information Kiosk  
Kiosque d'information
- Skateway Patrollers  
Patrouilleurs de la patinoire
- Parking Ice Access Kiosk  
Kiosque de contrôle d'accès / stationnement
- Skate Rentals  
Location de patins
- NCC Chalet  
Chalet de la CCN
- Souvenir Kiosk  
Kiosque de souvenirs
- Trailer  
Remorque
- Washroom (Chalet)  
Toilette (Chalet)
- Universal Portable Toilet  
Toilette portative universelle

**Electrical Lines**  
 Installations électriques

- Type II M / Type II F  
Type II M / Type II F
- Type I M / Type II F  
Type I M / Type II F
- Variable Phase  
(Type II M / Type II F)
- Phase variable  
(Type II M / Type II F)










**Stairs**  
 Escaliers

- Aluminium  
Aluminium
- Wood  
Bois














**Zones**  
 Zones

- Winterlude Zone  
Zones de Bal de neige
- Snow Clearing Limits  
Limite de déneigement
- Off Ice SNIC  
Zone de déneigement hors glace
- Snow Dump  
Dépôt à neige
- Snow Median  
Médiane de neige





**Electrical Items**  
**Items électriques**

-  Distribution panel  
 Panneau de distribution (3)
-  Hubbell Connector  
 Connection Hubbell (3)
-  Hydro Pole  
 Poteau électrique (2)
-  K17R  
 K17R (0)
-  Lex Box  
 Boite de distribution Lex (0)
-  Pony panel  
 Panneau de disjoncteur 30amp (1)
-  Type I to Type II Adaptor  
 Adaptateur type I à type II (0)
-  Electrical Kiosk  
 Kiosque électrique (0)
-  Electrical Pedestal  
 Piédestal électrique (1)



**Points of Interest**  
**Points d'intérêts**

-  Universal Access Ramp  
 Rampe d'accès universelle
-  Vehicle Ramp  
 Rampe de véhicule
-  Beavertail  
 Queues de castor
-  Concession  
 Concession
-  Information Kiosk  
 Kiosque d'information
-  Skateway Patrollers  
 Patrouilleurs de la patinoire
-  Parking Ice Access Kiosk  
 Kiosque de contrôle d'accès / stationnement
-  Skate Rentals  
 Location de patins
-  NCC Chalet  
 Chalet de la CCN
-  Souvenir Kiosk  
 Kiosque de souvenirs
-  Trailer  
 Remorque
-  Washroom (Chalet)  
 Toilette (Chalet)
-  Universal Portable Toilet  
 Toilette portative universelle

**Electrical Lines**  
**Installations électriques**

-  Type II M / Type II F
-  Type I M / Type II F
-  Variable Phase  
 (Type II M / Type II F)
-  Phase variable  
 (Type II M / Type II F)

**Stairs**  
**Escaliers**

-  Aluminium
-  Wood

**Zones**  
**Zones**

-  Winterlude Zone  
 Zones de Bal de neige
-  Snow Clearing Limits  
 Limite de déneigement
-  Off Ice SNIC  
 Zone de d'enneigement hors glace
-  Snow Dump  
 Dépôt à neige
-  Snow Median  
 Médiane de neige












Bronson  
 Bronson

NCC Site Number  
 Numéro de site CCN  
 98925














Sheet - Page  
 7 of / de 8

Scale:  
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**Electrical Items**  
**Items électriques**

-  Distribution panel  
 Panneau de distribution (1)
-  Hubbell Connector  
 Connection Hubbell (0)
-  Hydro Pole  
 Poteau électrique (0)
-  K17R  
 K17R (1)
-  Lex Box  
 Boite de distribution Lex (0)
-  Pony panel  
 Panneau de disjoncteur 30amp (0)
-  Type I to Type II Adaptor  
 Adaptateur type I à type II (0)
-  Electrical Kiosk  
 Kiosque électrique (0)
-  Electrical Pedestal  
 Piédestal électrique (0)

**Points of Interest**  
**Points d'intérêts**

-  Universal Access Ramp  
 Rampe d'accès universelle
-  Vehicle Ramp  
 Rampe de véhicule
-  Beavertail  
 Queues de castor
-  Concession  
 Concession
-  Information Kiosk  
 Kiosque d'information
-  Skateway Patrollers  
 Patrouilleurs de la patinoire
-  Parking Ice Access Kiosk  
 Kiosque de contrôle d'accès / stationnement
-  Skate Rentals  
 Location de patins
-  NCC Chalet  
 Chalet de la CCN
-  Souvenir Kiosk  
 Kiosque de souvenirs
-  Trailer  
 Remorque
-  Washroom (Chalet)  
 Toilette (Chalet)
-  Universal Portable Toilet  
 Toilette portative universelle





**Electrical Lines**  
**Installations électriques**

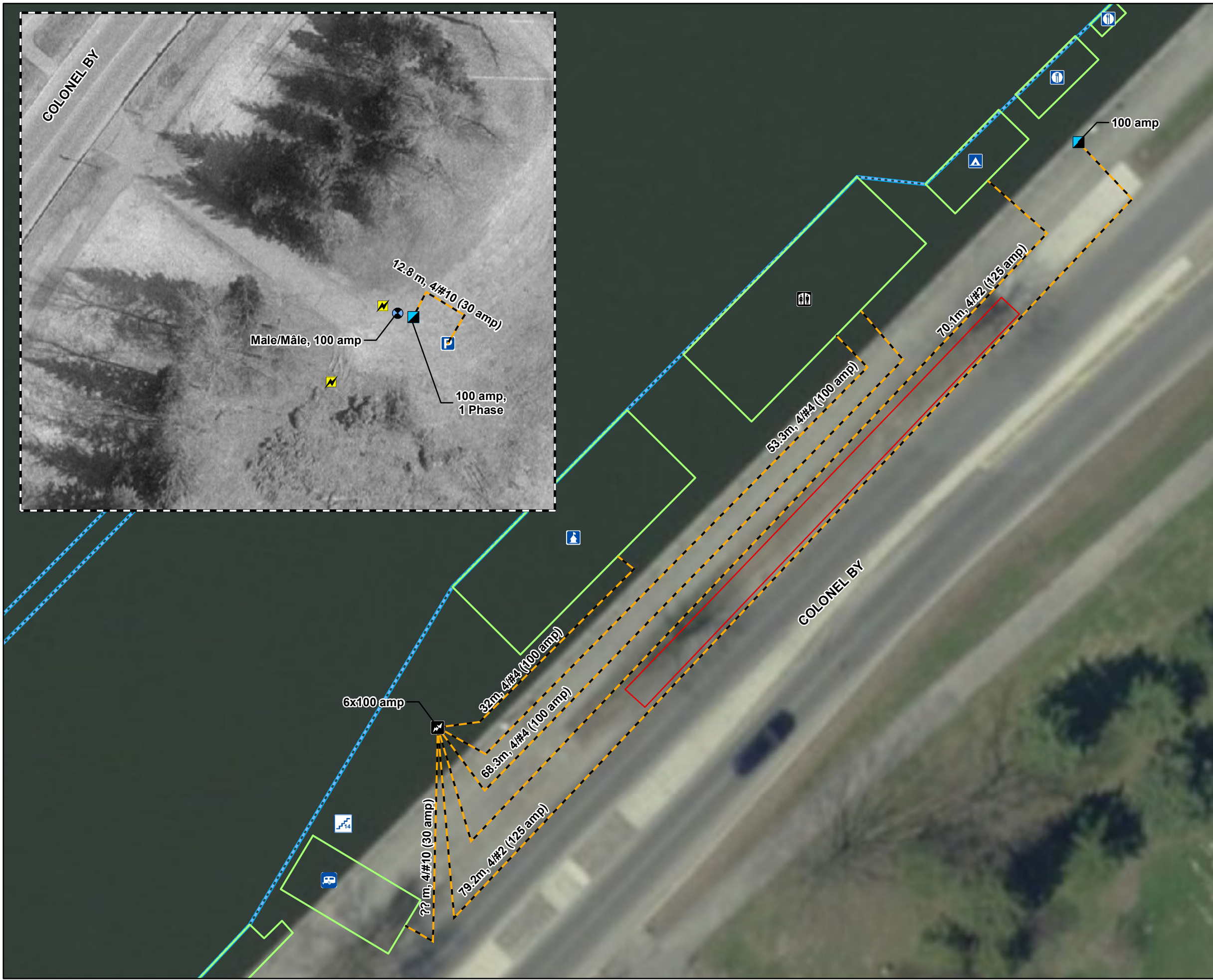
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-  Type I M / Type II F
-  Variable Phase  
 (Type II M / Type II F)
-  Phase variable  
 (Type II M / Type II F)

**Stairs**  
**Escaliers**

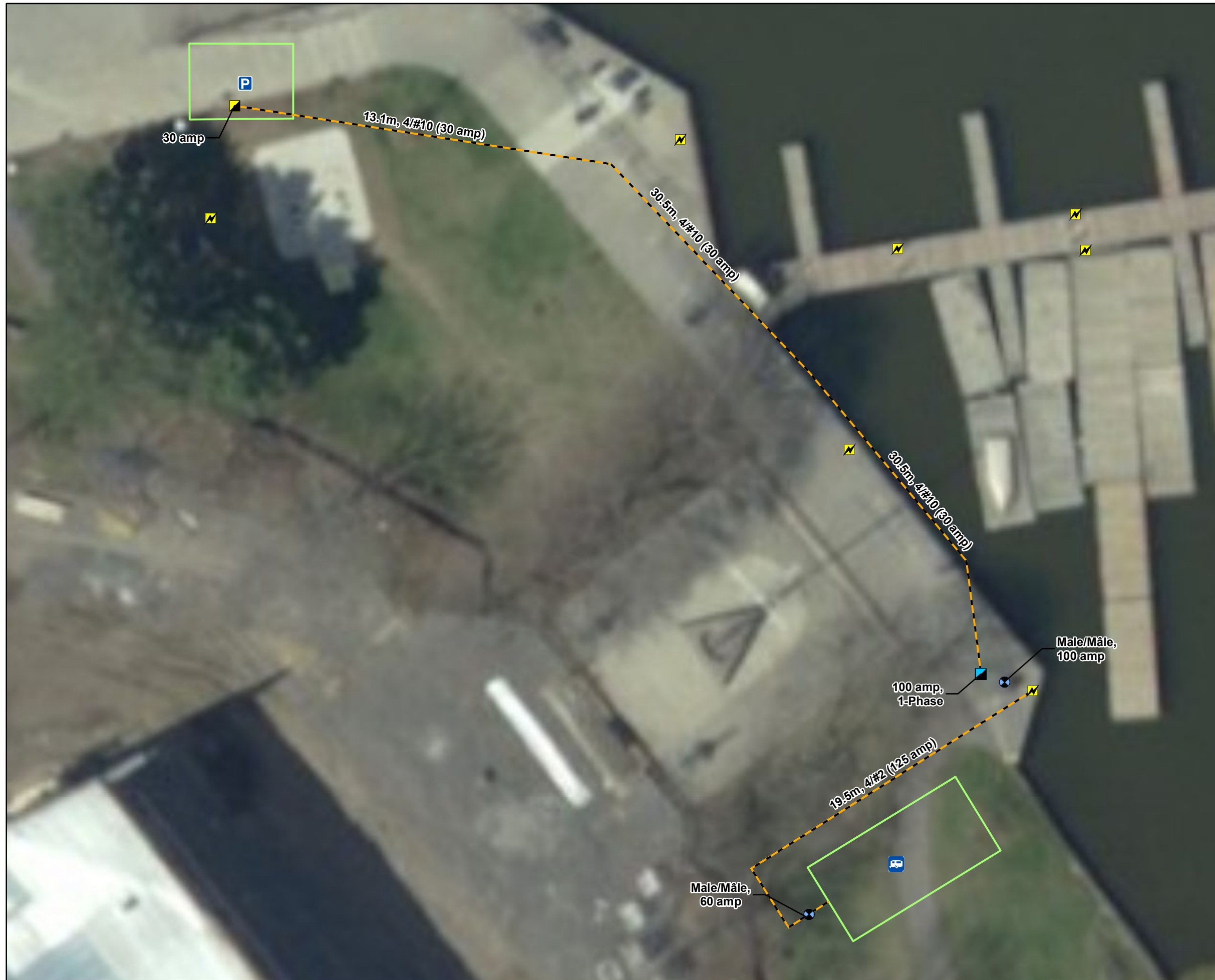
-  Aluminium
-  Wood
-  Bois

**Zones**  
**Zones**

-  Winterlude Zone  
 Zones de Bal de neige
-  Snow Clearing Limits  
 Limite de déneigement
-  Off Ice SNIC  
 Zone de d'enneigement hors glace
-  Snow Dump  
 Dépôt à neige
-  Snow Median  
 Médiane de neige



Date: 2015-09-21



NCC Site Number Numéro de site CCN	Sheet - Page	Scale:
98925	8 of / de 8	1 : 200

**Electrical Items**  
 Items électriques

- Distribution panel  
Panneau de distribution (1)
- Hubbell Connector  
Connection Hubbell (2)
- Hydro Pole  
Poteau électrique (0)
- K17R  
K17R (0)
- Lex Box  
Boite de distribution Lex (0)
- Pony panel  
Panneau de disjoncteur 30amp (1)
- Type I to Type II Adaptor  
Adaptateur type I à type II (0)
- Electrical Kiosk  
Kiosque électrique (1)
- Electrical Pedestal  
Piédestal électrique (6)

**Points of Interest**  
 Points d'intérêts

- Universal Access Ramp  
Rampe d'accès universelle
- Vehicle Ramp  
Rampe de véhicule
- Beavertail  
Queues de castor
- Concession  
Concession
- Information Kiosk  
Kiosque d'information
- Skateway Patrollers  
Patrouilleurs de la patinoire
- Parking Ice Access Kiosk  
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- NCC Chalet  
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Kiosque de souvenirs
- Trailer  
Remorque
- Washroom (Chalet)  
Toilette (Chalet)
- Universal Portable Toilet  
Toilette portative universelle

**Electrical Lines**  
 Installations électriques

- Type II M / Type II F
- Type II M / Type II F
- Type I M / Type II F
- Type I M / Type II F
- Variable Phase  
(Type II M / Type II F)
- Phase variable  
(Type II M / Type II F)

**Stairs**  
 Escaliers

- Aluminium  
Aluminium
- Wood  
Bois

**Zones**  
 Zones

- Winterlude Zone  
Zones de Bal de neige
- Snow Clearing Limits  
Limite de déneigement
- Off Ice SNIC  
Zone de d'enneigement hors glace
- Snow Dump  
Dépôt à neige
- Snow Median  
Médiane de neige

Date: 2015-09-21



## APPENDIX 2 (ATTACH TO TENDER AL1667 FORM) / ANNEXE 2 (ANNEXER AU FORMULAIRE DE SOUMISSION AL1667) - Price form / formulaire de prix

TABLE 1 / TABLEAU 1			A	B	C	D	E	F = SUM/SOMME OF/DE A,B,C,D,E
Tasks / Tâches	Contract items / Items de contrat		Fixed fee for year 1 / coût fixe pour l'année 1	Fixed fee for year 2 / coût fixe pour l'année 2	Fixed fee for year 3 / coût fixe pour l'année 3	Fixed fee for year 4 / coût fixe pour l'année 4	Fixed fee for year 5 / coût fixe pour l'année 5	Five Year Total / Somme pour cinq ans
4.3	Electrical connection of Chalets / branchement électrique des chalets	lump sum price / prix forfaitaire						
4.4	Electrical connection of Other trailers / branchemet électriques des autres roulottes	lump sum price / prix forfaitaire						
4.5	Electrical connection of Beavertail concessions / branchement électrique des concessions Beaver Tails	lump sum price / prix forfaitaire						
4.6	Electrical connection of the Access Control Booths / branchement électrique des kiosques d'accès	lump sum price / prix forfaitaire						
4.8	Temporary distribution panels / panneau temporaire de distribution électrique	lump sum price / prix forfaitaire						
4.9	Temporary aluminum poles / Pôle d'aluminium temporaire	lump sum price / prix forfaitaire						
							<b>SUB-TOTAL / MONTANT PARTIEL</b>	
							<b>OHST/TVHO 13%</b>	
							<b>TOTAL TABLE 1 / TABLEAU 1</b>	

## APPENDIX 2 (ATTACH TO TENDER AL1667 FORM) / ANNEXE 2 (ANNEXER AU FORMULAIRE DE SOUMISSION AL1667) - Price form / formulaire de prix

TABLE 2 / TABLEAU 2		QTY* / QTÉ*	G	H	I	J	K	L = (QTY x G)+(QTY x H)+(QTY x I)+(QTY x J)+(QTY x K)
	SOA rates / Taux pour une offre permanente	Estimated hours* per year Heures estimées* par année	Hourly rate year 1 / taux horaire année 1	Hourly rate year 2 / taux horaire année 2	Hourly rate year 3 / taux horaire année 3	Hourly rate year 4 / taux horaire année 4	Hourly rate year 5 / taux horaire année 5	Total
1	Certified electrician with vehicle and tools / Électricien certifié avec outils et véhicule	20						
2	Labourer with vehicle and tools / ouvrier avec véhicule et outils	5						
3	Certified electrician with tools / Électricien certifié avec outils	15						
4	Certified electrician / Électricien certifié	10						
5	Labourer / ouvrier	5						
							<b>SUB-TOTAL / MONTANT PARTIEL</b>	
							<b>OHST/TVHO 13%</b>	
							<b>TOTAL TABLE 2 / TABLEAU 2</b>	

\* estimated hours per year will be multiplied by the hourly rate per year and added. For bid evaluation purposes only. Only actual hours performed under a call-up purchase order will be reimbursed.

\* heures estimés par année seront multipliés par le taux horaire par année et ajoutés. Pour but d'évaluer les soumissions seulement. Seulement les heures actuelles exécutés sous un bon de commande subséquent seront remboursés

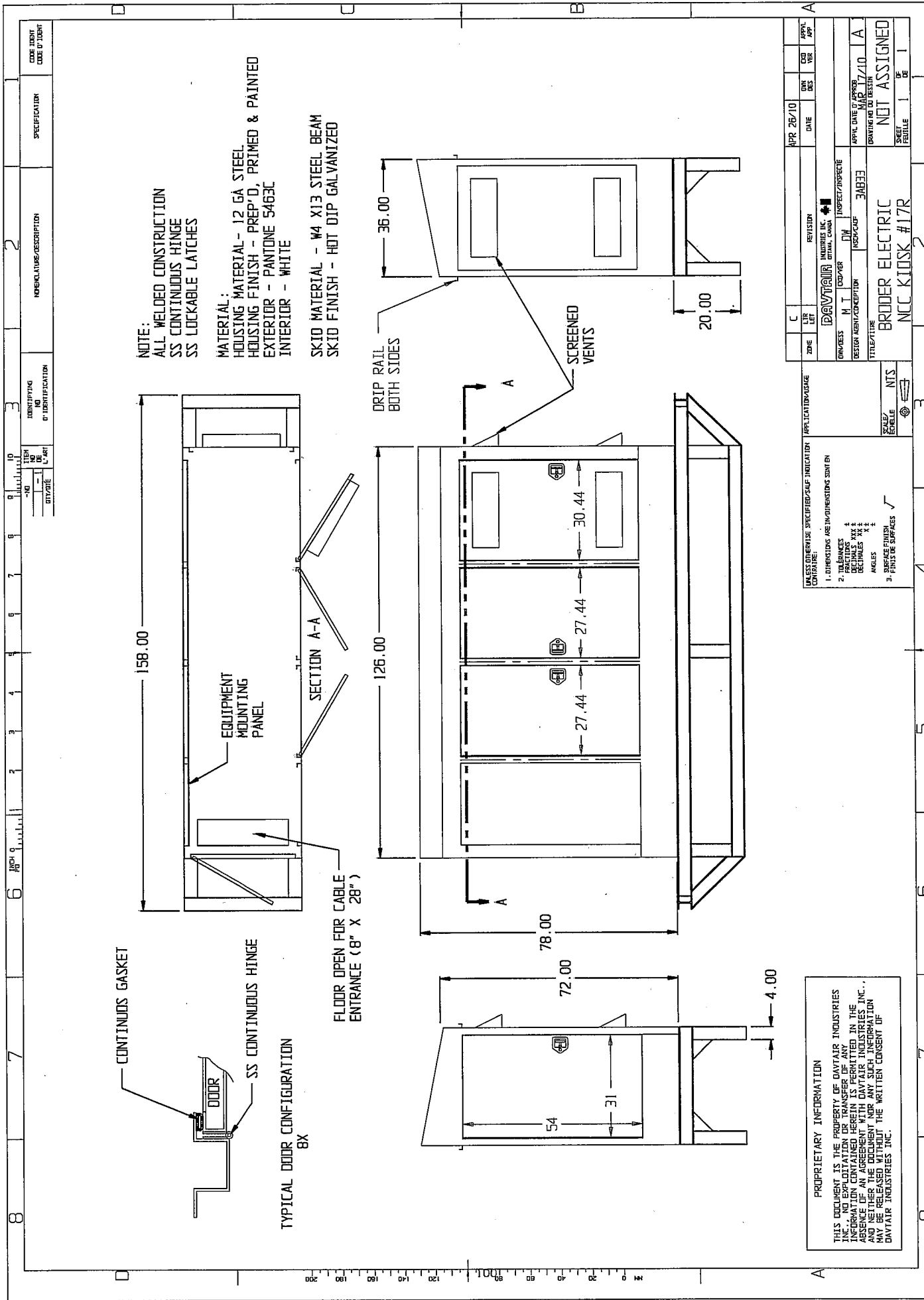
**GRAND TOTAL : TABLE 1 + TABLE 2**  
**GRAND TOTAL: TABLEAU 1 + TABLEAU 2**

\_\_\_\_\_  
Company name / nom de la compagnie

\_\_\_\_\_  
Print name / nom en manuscrit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



158.00

36.00

20.00

126.00

78.00

72.00

4.00

54

31

30.44

27.44

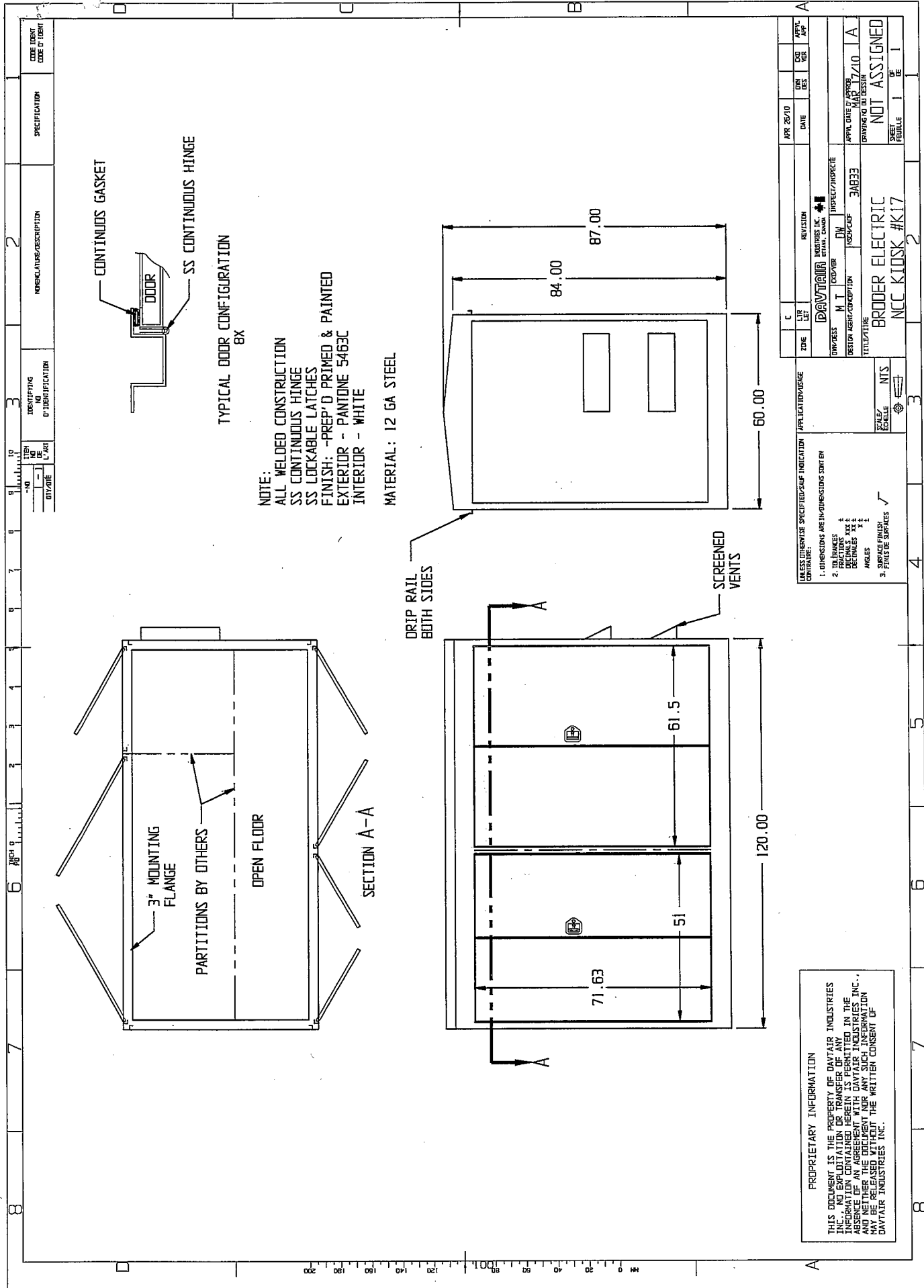
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C LEFT	APR 26/10	DATE	CON REV	APP VER
	REVISION			
DAVTAIR INDUSTRIES INC. MISSISSAUGA, ONTARIO, CANADA		INSPECT/INSPECTE		
DESIGN	DATE	DATE	DATE	DATE
DESIGN	DATE	DATE	DATE	DATE
BRODER ELECTRIC		NOT ASSIGNED		
NCC KIOSK #17R		SHEET		
		PAGE		
		OF		

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- DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED
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 DECIMALS .XX  
 ANGLES ° ±
  - FINISHES ARE AS SHOWN



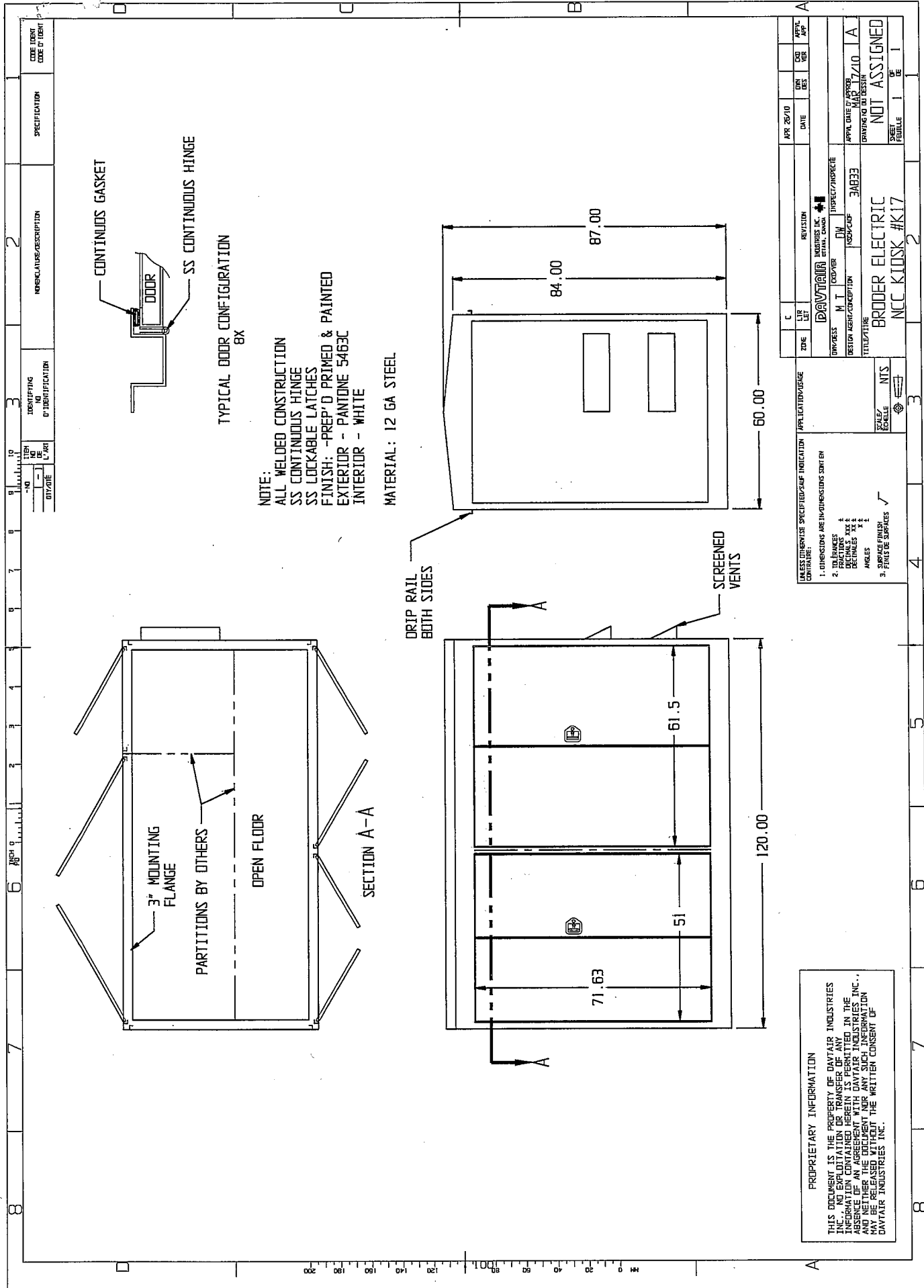
ZONE	REV	DATE	APP'D
		APR 26/10	

DATE	REV	DESCRIPTION
		DAVITAIR INDUSTRIES INC. DAYTAR, OHIO
		DESIGNER: M. I. COOPER
		DRAWN BY: DW
		PROJECT NO: 34833
		DATE: 7/10
		STATUS: NOT ASSIGNED
		PROJECT: BRDGR ELECTRIC
		LOCATION: NCC KIOSK #K17

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# APPENDIX 5: OCCURRENCE REPORT (sample)



**Occurrence Report** (emergency, observation, complaint) # \_\_\_\_\_ - \_\_\_\_\_  
(attach photo/map whenever possible – use back of form as needed)

Initial report forwarded to:					
Completed report returned to:					
Date:	Time:				
Site:					
Occurrence Type	_____	Region	_____	Atlas Sheet	_____
Category	_____	Sector	_____	Component Id.	_____
Details (description of incident/complaint/observation, estimate):					
Action taken/required (service contacted):					
Reported by:			Phone #:		
Date:			Fax #:		
Follow-up Action required:					
Date completed:					
Comments:					
Signature:			Date:		



*Shaded Portion for NCC use only*

## **National Capital Commission (NCC) 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.

#### *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*

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<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

- \*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.

#### *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.
- 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.

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

- 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.

#### *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.
- 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.

**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 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></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>
<b>Tree/shrub:</b> safety and Maintenance, pruning, trimming, cultivating, edging, mulching,	Yes, when carried out in relation to a	<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</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.</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</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.

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
removal, winter protection, etc.	physical work (e.g. pathway Maintenance)	<p>which are protected under the <i>Migratory Bird Conventions Act</i>.</p> <ul style="list-style-type: none"> <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>	<p>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>).</p> <ul style="list-style-type: none"> <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 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.</li> <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>meadow between April 15<sup>th</sup> and August 15<sup>th</sup>, conduct area search for evidence of nesting.</p> <ul style="list-style-type: none"> <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 authorization for cutting of protected trees.</li> <li>Verification of soil and groundwater contamination and archaeological potential when removing stumps.</li> </ul>
<b>Annual, bulb, and perennial:</b> mowing of daffodils, planting/removing, watering, fertilizing, cultivating, edging,	No	<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</li> </ul>	

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
hang weeding, pinching, roguing, winter protection, plant division, etc.			possible. <ul style="list-style-type: none"> <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>	
<b>Non-desirable vegetation / nest / small animal control<sup>4</sup>:</b> inspecting and removing as needed.	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> <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>	<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>
<b>Civil Maintenance</b>				
<b>All surfaces:</b>	Yes	<ul style="list-style-type: none"> <li>Accidental spills may degrade environmental</li> </ul>	<ul style="list-style-type: none"> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> </ul>	

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

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
Inspecting, reporting, sweeping, removing hazards (e.g. leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.		quality and have the potential to spread contamination.	<ul style="list-style-type: none"> <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>	
<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.	Yes	<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>
<b>Concrete/masonry surfaces</b> (curbs, gutters, concrete steps, exposed aggregate, granite sets, pavers, interlocks, flag stones, cobblestones, patio stones, etc.): re-setting, correcting, etc.	Yes	<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 requirements.</li> <li>When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls into the gutter system.</li> </ul>	
<b>Gravel / granular /</b>	Yes	<ul style="list-style-type: none"> <li>The release of sediment and/or chemicals</li> </ul>	<ul style="list-style-type: none"> <li>Implement dust control measures.</li> </ul>	<ul style="list-style-type: none"> <li>Periodically inspect the</li> </ul>

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>stone dust / natural / decorative surfaces:</b> levelling, grading, etc.		<p>during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality.</p> <ul style="list-style-type: none"> <li>The release of particulate matter may adversely affect air quality.</li> </ul>	<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</li> </ul>	<p>erosion and sediment control devices to ensure proper installation and functioning, especially after heavy rainfall.</p>
<b>Wood surfaces:</b> repairing, maintaining structural integrity, sanding, painting, etc.	Yes	<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>Ensure proper storage, management and use of materials to minimize spills.</li> <li>Implement dust control measures when sanding.</li> <li>Do not use treated wood in or near water (minimum distance is 15m).</li> <li>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).</li> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> </ul>	
<b>Lighting and electrical</b> (distribution boxes, electrical panels, aboveground and underground electrical conduits and wiring, light standards, etc.): inspecting, repairing, securing, replacing, providing line locates, providing immediate repairs, reporting.	Yes	<ul style="list-style-type: none"> <li>Spread of contaminated groundwater or soils during excavation.</li> <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>	<ul style="list-style-type: none"> <li>*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 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 excavation, then no archaeological investigation or monitoring is required.</li> </ul> </li> <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> </ul>	<ul style="list-style-type: none"> <li>Periodically inspect the erosion and sediment control fences to ensure proper installation and 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> <li>Attain permit to excavate near Butternut.</li> </ul>

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>• *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><b>Drainage</b> (catch basins, manholes, 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>Yes</p>	<ul style="list-style-type: none"> <li>• Spread of contaminated groundwater or soils during excavation.</li> <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>	<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 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?).</li> <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> </ul>	<ul style="list-style-type: none"> <li>• Periodically inspect the erosion and sediment control devices 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> <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 prevent birds from initiating nesting on the structure.</li> </ul>

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>• *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. bridges and culverts).</li> <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 from entering the watercourse.</li> <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</li> </ul>	

<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]



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>watercourse.</p> <ul style="list-style-type: none"> <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 panels, etc.): inspecting, installing, cleaning, testing, repairing, maintaining, replacing, water testing, providing portable toilets, providing locates, etc.</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 excavation, then no archaeological investigation or monitoring is required.</li> </ul> </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,</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>

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			then contact the CMO so that they can verify mitigation measures for potential damage to trees. • Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.	
<b>Fixtures, furniture and buildings</b> (NCC furniture only – fences, stone walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, NCC buildings, kiosks, etc.): inspecting, repairing, replacing, cleaning, removing graffiti, painting, staining, displacing furniture, 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 protected under the <i>Migratory Bird Conventions Act</i>.</li> <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>	<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 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> </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>	<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> <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>				

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>Snow and ice control</b> (roadways and parking lots, walkways, pathways, sidewalks, steps and building access, buildings, utility service access, trails, lanes, fire lanes, open spaces, fields, etc.): providing equipment and supplies, removing, blowing, plowing, shoveling, clearing, cleaning, sweeping, de-icing, stockpiling, transporting, disposing, providing floor control and emergency services, etc.	Yes	<ul style="list-style-type: none"> <li>• Salt and sand from de-icing may adversely affect fish, fish habitat, and/or water quality.</li> <li>• Accidental damage to trees.</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> <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>	
<b>Waste / Recycling / Cleaning Operations</b>				
<b>Litter / recycling pick-</b>	Yes	<ul style="list-style-type: none"> <li>• Improper disposal of waste will degrade</li> </ul>	<ul style="list-style-type: none"> <li>• All solid waste must be disposed of in accordance with all applicable environmental laws.</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.

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>up and cleaning:</b> collecting litter and debris, emptying waste receptacles, cleaning fixtures and furniture, sweeping and flushing hard surfaces, bridges and tunnels, removing graffiti and posters from all assets, removing vegetative and non-vegetative material in spring, removing spills.</p>		<p>environmental quality.</p>	<p>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.</p> <ul style="list-style-type: none"> <li>• In general, burning of waste is prohibited on NCC property. Branches and cuttings may only be burned on NCC property with prior NCC authorization and with appropriate municipal permits for burning.</li> <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 and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods.</li> <li>• Hazardous wastes and containers which previously contained hazardous materials must be disposed of in accordance with provincial and federal regulations.</li> </ul>	

**Appendix 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

<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.

- 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.
- 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.
- 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).

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<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.

#### 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.

#### 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.

#### 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).