

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Page 1 of/de 2

NCC FILE NO.
NO DE DOSSIER DE LA CCN:

AL1669

ADDRESS ENQUIRIES TO:
ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:

Allan Lapensee

TÉL: 613-239-5678 ext. 5051

Allan.lapensee@ncc-ccn.ca

INVITATION DATE/DATE DE L'APPEL D'OFFRES:

September 27, 2016

BID CLOSING/CLÔTURE DE L'OFFRE:

November 1, 2016 at 3:00 p.m. Ottawa time

SEND PROPOSALS TO:

ENVOYER LES PROPOSITIONS À:



**National Capital Commission
Procurement Services
40 Elgin Street, Security office on the 2nd floor
Ottawa, ON K1P 1C7**

Core Area Government Sites – Maintenance Management Services

1. Proponents are invited to attend at their cost, a non-mandatory site visit which will be held at 9 a.m. Ottawa time on October 12, 2016 (refer to section 7.1 of the RFP document).
2. Submit four (4) copies of a proposal to provide the National Capital Commission (referred to as the "Commission" or the "NCC"), with the services for the above noted project as described the Terms of Reference.
3. Enquiries regarding this RFP 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 ten (10) 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 proposal.
4. The proposal is to include all relevant information as defined in the Terms of Reference and as more particularly described in Appendix 7-C.
5. One contract will be awarded for a five (5) year period beginning on April 1, 2017.
6. One (1) copy of the Financial Proposal must be submitted in a separately sealed envelope, separately from the proposal documents as outlined in the Terms of Reference.

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

7. Contract award for this service will be based on the evaluation criteria set out for this request for proposal (see section 7.12.). Only the price envelopes of those firms that qualify shall be opened.
8. The qualified proponent submitting the lowest Fixed Fee for the first year of the term shall be deemed the successful proponent.
9. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Québec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
10. The Supplier - Direct Payment and Tax Information Form (Appendix 7-G) will form part of the resulting contracts and must be completed and returned to the NCC prior to any contract being awarded to your firm.
11. By signing Appendix 7-A (2) of this request for proposal the Proponent hereby acknowledges receipt and acceptance of the Terms of Reference.
12. In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date **will not be accepted**.
13. **Facsimile or e-mail transmittal of proposals are not acceptable.**

Request for Proposal

**Maintenance
Management
Contract**

Core Area Government Sites

NCC tender file # AL1669

Part I

REQUEST FOR PROPOSALS (RFP)

September 27, 2016

NCC Tender File AL1669

Core Area Government Sites Maintenance Management Services

The National Capital Commission (NCC) is seeking proposals for the delivery of maintenance management services for a five (5) year period beginning **April 1, 2017**, on natural and built facilities and assets as described in this RFP. (See map on page 5.)

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

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

Ce document est aussi disponible en français.

NCC CONTACT:

Allan Lapensée
Senior Contract Officer

Phone: 613-239-5678 ext. 5051
allan.lapensee@ncc-ccn.ca

PREFACE

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

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SECTION 1 – INTRODUCTION

1.0 Context

The National Capital Commission (NCC), through its Capital Stewardship Branch (CS Branch), manages the natural and built facilities and assets in the Capital urban area, which contributes towards its rich symbolic setting as the seat of national government. The CS Branch manages these assets with the objectives of providing a safe and enjoyable experience for all users and the protection of its natural assets.

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

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

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

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

Core Area Government Sites Contract Sites:

1. Cliff Heating Plant
2. Confederation Building
3. Conference Centre
4. Connaught Building
5. East Memorial Building
6. Fleet Street Parking Lot
7. Justice Building
8. Langevin Block
9. Library and Archives Canada
10. Parliament Hill
11. Parliament Hill Parking 850
12. Sparks Street Post Office
13. Supreme Court of Canada
14. Wellington Street Park
15. West Memorial Building
16. 90 Wellington Street

SECTION 1 – INTRODUCTION

1.1 Scope of Work

The Maintenance Management Contract consists of providing Landscape Maintenance and Limited Civil Maintenance to some exterior infrastructures as well as snow and ice control and waste/recycling/cleaning services on Government sites located within the core of the National Capital Region. The Contract also includes providing services for specialized maintenance programs, some event support and certain reporting obligations. These services are summarized below, but not limited to the following:

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

- **Civil Maintenance (Limited services)**
 - **Roadways, parking lots, walkways, pathways, sidewalks, steps and trails**
 - **All Surfaces:** inspecting/reporting, sweeping, removing hazards (leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.;
 - **Asphalt:** providing emergency pothole/sinkhole repairs;
 - **Concrete/Masonry** (curbs, gutters, granite sets, etc.): re-setting, correcting, etc.;
 - **Gravel/Granular/Stone Dust/Natural/Decorative:** levelling, grading, etc.;
 - **Wood:** repairing, maintaining structural integrity, sanding, painting, etc.
 - **Systems**
 - **Lighting & electrical: light maintenance for site lighting and some electrical infrastructures;**
 - **Drainage** (catch basins, manholes, ditches, etc.): inspecting, reporting deficiencies, removing surface debris;
 - **Plumbing, irrigation and water** (decorative fountains, water and sewer lines);
 - **Fixtures & furniture (NCC furniture only)** (garbage receptacles, picnic tables, benches): displacing furniture, etc.

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

- **Waste/Recycling/Cleaning Operations** (all surfaces): Organic and inorganic litter and debris pick-up; waste receptacles and recycling containers emptying, cleaning and proper disposal; outdoor fixtures and furniture and hard surface cleaning; graffiti cleaning/removal (on all surfaces including, but not limited to, walls, posts, signs, trees, escarpments, etc.); posters and foreign objects removal; spring clean-up; spills removal.

SECTION 1 – INTRODUCTION

- **Special Site Requirements**
 - Providing additional services that may be outside of typical site activities that must be performed as part of specific site. Site specific requirements can be above or below typical standards and site limits.
- **Special Maintenance Programs**
 - Floral Program:
 - Providing, transporting, planting, maintaining, replacing, watering, fertilizing and removing approximately 7,000 annuals and a maximum of 45,000 bulbs per year.
 - Mulching and Composting
 - Providing and spreading mulching and composting material as indicated in 4.8.1.4.
- **Events**
 - Canada Day celebrations (on Parliament Hill only) (see 5.1.1):
 - Provide:
 - Irrigation locate services prior to the event;
 - Regular maintenance services prior to, during and after the event;
 - Additional waste removal services (i.e. basket emptying and litter pick-up) during and after the event;
 - Site clean-up and restoration after the event.
 - Other events on Parliament Hill (see 5.1.2):
 - 2 NCC events: Sound and Light Program (Mosaika) and Christmas lights program launch.
 - **Events on Parliament Hill:**
 - The Contractor shall provide additional logistical and technical support services for events (demonstrations, press conferences, Remembrance Day, sports activities (for Parliament Hill events – see 4.7.8), etc.).
- **Land Management Services**
 - Report non compatible land use, encroachments and infractions on NCC lands;
 - Provide sound maintenance practices to ensure continued preservation of NCC lands;
 - Abide by land management plans, principles, policies and regulations;
 - Respect all land use agreements and regulations.
- **Reporting Requirements**
 - Remit to NCC all reports required.

1.2 Contractor's Obligations

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

SECTION 1 – INTRODUCTION

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

1.3 Contract Boundaries and Quality Requirements

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

SECTION 1 – INTRODUCTION



**Core Area
Government Sites**

**Sites gouvernementaux
du Coeur**

1	Cliff Heating Plant	Centrale de chauffage Cliff
2	Confederation Building	Édifice de la Confédération
3	Conference Centre	Centre de conférences
4	Connaught Building	Édifice Connaught
5	East Memorial Building	Édifice commémoratif de l'Est
6	Fleet Street Parking Lot	Stationnement de la rue Fleet
7	Justice Building	Édifice de la Justice
8	Langevin Block	Édifice Langevin
9	Library and Archives Canada	Bibliothèque et Archives Canada
10	Parliament Hill	Colline du Parlement
11	Parliament Hill Parking 850	Stationnement 850 de la colline du Parlementaire
12	Sparks Street Post Office	Bureau de poste de la rue Sparks
13	Supreme Court of Canada	Cour suprême du Canada
14	Wellington Street Park	Parc de la rue Wellington
15	West Memorial Building	Édifice commémoratif de l'Ouest
16	90 Wellington Street	90 rue Wellington



SECTION 1 – INTRODUCTION

1.4 NCC Responsibilities

The NCC is responsible for:

1.4.1 General Management

- A. Ensuring that all contractual obligations are continuously met by the Contractor;
- B. Providing a Contract Management Officer (CMO) for this Contract who shall be the Contractor's principal contact at the NCC;
- C. Providing a 24 hour/7 day a week emergency telephone service. (The said Emergency Service shall interface with the Contractor's own Emergency Intervention Service).

1.4.2 Maintenance Services

- A. Providing detailed plans for each flower bed (fixed and portable);
- B. Ensuring the repairs and Rehabilitation (including "permanent" graffiti removal) of all statues, sculptures, works of art and monuments belonging to the NCC;
- C. Providing and maintaining bulbs and annuals in moveable planters and hanging baskets.

1.4.3 Events

- A. Managing land use permission for festivals and events;
- B. Notifying Contractor in writing of upcoming events;
- C. Coordinating liaison with event organizers.
- D. Preparing and providing the Contractor with visitor information brochures and pamphlets.

1.5 Responsibilities by Others

- A. Providing Structural and Aesthetical pruning of trees on their lands;
- B. Providing maintenance, repairs and graffiti removal on **their infrastructures** not included in this Contract (statues, monuments, etc.) and buildings;
- C. Ensuring most repair and rehabilitation of **their assets**: roadways and parking lots, walkways, pathways, sidewalks, steps and trails, systems (lighting and electrical, drainage and plumbing, fixtures and furniture);
- D. Painting of all roadway, parking lot and pathway lines, etc.;
- E. Replacement of trees removed from PWGSC sites.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.0 Introduction

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

2.1 Interpretation

2.1.1 Definitions

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

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

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

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

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

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

“**Capital Stewardship Branch**” (CS Branch) is the branch of the NCC responsible for the maintenance, management and preservation of the natural and cultural assets of Canada’s Capital region.

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

“**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.

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

“**Contract**” means the contract entered into between the Successful Proponent and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Proponent agrees to perform all of the specific services in accordance with the standards of performance set out in sections 1 to 7 and Part II (site maps) of the Maintenance Management Contract, and other matters arising out of the successful proposal and accepted by the NCC, if any.

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

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

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

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

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

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

“**Environmental Laws**” means:

- i. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- ii. the jurisprudence with respect to environmental law and health and safety law; and
- iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the procedures and mitigation measures set out in Appendix 2-D), 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.

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

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

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or

(iii) if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Contractor.

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

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

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

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

“**Invasive species**” means invasive alien species, whose introduction or spread negatively impacts native biodiversity, including endangered species, the economy, society and human health (e.g., buckthorn, dog strangling vine, wild parsnip, giant hogweed, etc.). The NCC can supply the Bidder with a non-exhaustive list of Invasive species that have been inventoried on its lands.

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

“**Limited Civil Maintenance**” means the provision of minor Maintenance services such as removing debris, securing area of hazard and/or accident, and providing pothole filling.

“**Maintenance**” means all Landscape Maintenance, Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations and any other services that are to be performed by the Contractor to respect its obligations in this Contract. It also means the ongoing operation and provision of a specific set of quality standards in order to achieve a desired condition of asset or levels of service. Maintenance operation entails the installation and up keep, repair and restoration of assets to a condition in which they may be effectively utilized for their designated purpose.

It also includes the following:

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

“**Pre-contact archaeological potential**” means lands suspected of having a significant potential for archaeological artifacts that pre-date 1610.

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

“**Request for Proposal**” (RFP) means the request for proposals issued by the NCC pursuant to NCC tender file number AL1669 for the Core Area Government Sites Contract.

“**Safety and Maintenance Pruning**” (Contractor’s responsibility) means all pruning, trimming and removal activities related to safety and maintenance of all trees and shrubs on the lands which are subject to this Contract. Those activities include (i) identifying all trees/shrubs on the lands which require pruning/trimming and/or which must be removed, (ii) pruning and trimming said trees as more particularly described in section 4.3.2.1,

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(iii) removing certain trees as more particularly described in section 4.3.2.3 and
iv) removing the debris resulting from these activities. Structural and Aesthetical Pruning is excluded from this Contract.

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

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

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

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

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

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

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

“**Surface discontinuity**” means a vertical discontinuity of 2 cm or more, which creates a step formation or crack in the surface of a sidewalk, path or roadway.

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

“**Term**” means the period commencing April 1, 2012 and terminating March 31, 2017.

“**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.

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

“**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.

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

“**Work**” means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Contractor with respect to

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the Subject Matter in accordance with the terms of this Contract and as more specifically set out in Sections 1 to 6 and Part II (site maps) of the RFP.

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

2.2 Extended Meanings

2.2.1 Governing Laws and Forum

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

2.2.2 Currency

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

2.2.3 Severability of Provisions

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

2.2.4 Entire Contract

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

2.2.5 Headings & Table of Contents

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

2.2.6 Appendices & Materials Incorporated by Reference

Sections 1 through 7 and Part II of the Contract are incorporated within and constitute integral parts of this Contract.

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2.3 Alterations

2.3.1 NCC Termination Right

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

2.3.2 Alterations to Scope of Contract

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

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

2.3.2.1 Cost Establishment Process

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

Prior to Contract Award

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

After Contract Award and During Term of Contract

The NCC shall notify the Contractor in writing of any alteration and shall provide a description of the sites, activities or sub-activities to be added, re-allocated, revised or withdrawn. The NCC’s right to make alterations is unlimited.

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

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

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

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

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

2.3.2.2 Additions to Contract

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

2.3.2.3 Re-Allocation

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

2.3.2.4 Withdrawals to Contract – General

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

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Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to this Contract or otherwise in respect of such decision made by the NCC.

2.3.2.4.1 Withdrawal of an Entire Site/Program/Event/Service

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

2.4 Contractor's Obligations

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

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

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

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

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

2.4.1.1 Preparation of Payment Schedule

The Contractor agrees to prepare and submit to the NCC by no later than the 28th day of February (except for the first payment schedule which is required with the detailed proposal) for each Year of the Term commencing in 2012, for the NCC's review and approval, an annual payment schedule in the form and having the content described in Appendix 6-A, and allocating the Fixed Fee on a monthly basis as described in 6.1.1.

2.4.1.2 Approval of Payment Schedule by NCC

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

2.4.1.3 Approved Payment Schedule Unamendable

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

2.4.1.4 Limitation on NCC Financial Obligations

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

2.4.1.5 Holdback on Final Payment

Upon the expiry or earlier termination of the Term, the NCC shall withhold 100% of the final payment due. The said holdback shall be returned to the Contractor once a physical inspection of Contract assets confirms that they are returned in a condition satisfactory to the NCC.

2.4.1.6 Direct Deposit

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

2.4.2 Conditions Common to Performance of All Maintenance Duties

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

2.4.2.1 Permitted Uses

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

2.4.2.2 Environmental Laws, Policies and Procedures

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

2.4.2.3 Business Practices

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

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

2.4.2.4 Bilingual Services

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

2.4.2.5 Signage

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

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2.4.2.6 Duty to Act in Good Faith

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

2.4.2.7 Warranty

The Contractor warrants that it is competent to perform the Work required under this Contract in that it has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the Applicable laws as well as the knowledge, skill and ability to perform the Work.

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

2.4.2.8 Commitments Made in Contractor's Proposal

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

2.4.2.9 Work for Others

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

2.4.2.10 Security Risks

General

The Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the

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Contractor's obligations under this Contract constitute a security risk and shall ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

The security requirements are more specifically described in 2.15.15.

2.4.2.11 Heritage Buildings

The Contractor acknowledges that certain buildings have been categorized as "classified" or "recognized" buildings by the Federal Heritage Buildings Review Office (herein referred to as the "FHBRO"). Buildings categorized as "classified" are buildings to which the Minister of Heritage has assigned the highest heritage designation. No action that may affect the heritage character of a "classified" heritage building including alteration, dismantlement or demolition can occur without full consultation with FHBRO. For buildings categorized as "recognized", appropriate heritage advice must be obtained before any action affecting the heritage character is taken. The Contractor agrees to comply with all requirements imposed from time to time by FHBRO with respect to such properties.

2.4.2.12 Archaeological Discoveries

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

2.5 Contracting

2.5.1 Limitations on Contracting Authority

2.5.1.1 Authority Linked to Approved Budgets

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

- a) Such expenditure or contract is made pursuant to a payment schedule or a capital budget which has been approved by the NCC pursuant to 2.4.1.3;
- b) If required pursuant to 2.5.2, the Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- c) The Contractor has complied with the other contractual requirements set out in this document; or
- d) Such work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Contractor, in damage or further damage to any part or parts of the Subject Matter or to private property adjoining the Subject

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Matter) in which event the Contractor is hereby authorized to proceed with such work as is reasonably deemed by the Contractor to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenditure may not extend beyond a period of twenty-four hours from the time of the occurrence unless otherwise approved by the NCC.

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

2.5.1.2 Prohibition

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

2.5.2 Sub-Contracting

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

2.5.3 Denial of Agency

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

2.5.4 Federal Land Use & Other Approvals

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

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

2.5.5 Design Approval

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

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

2.6 Treatment of Payments & Receipts

2.6.1 Treatment of Payments

2.6.1.1 Liability for Fixed Fee

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

2.6.1.2 Manner of Payment to Contractor

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

2.6.1.3 Deduction Where Services Omitted Owing to Force Majeure or Default

Notwithstanding the provisions of 2.6.1.2, in the event that any of the Contractor's obligations hereunder are not performed because of the occurrence of an event of Force Majeure or default, then there shall be a corresponding deduction from the Fixed Fee of the Contract.

2.6.2 Obligation to Vacate Liens

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

2.7 Accounting & Reporting Requirements

2.7.1 Maintenance of Office & Records

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

2.7.2 Ownership & Access

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

2.7.3 Report Formats & Content

The Contractor shall deliver all reports described in the mandatory reporting requirements set out in section 6. Such reports shall be provided in the media and format specified, and shall contain all information specified in the mandatory reporting requirements set out in section 6 and elsewhere in the Contract. Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information

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relevant to amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor.

2.7.4 Segregation of NCC Transactions & Activities

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

2.7.5 Default in Maintenance of Records or Production of Reports

In the event that:

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

then, in addition to any other rights the NCC may have, the NCC may, at the NCC's option and without notice choose and employ an auditor to examine the books and records of the Contractor and obtain such other information as may be available to the NCC in order to enable the auditor to establish amounts expended on operating or capital expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor, and cause statements thereof (the "Caused Statements") to be prepared and audited.

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

2.7.6 NCC's Audit

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

2.7.7 NCC Records

2.7.7.1 Ownership

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

2.7.7.2 Control

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

2.7.7.3 Custody

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

2.7.7.4 Access by Contractor

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

2.7.7.5 Maintenance of NCC Records

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

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

2.7.7.6 Confidentiality

The Contractor agrees to ensure the confidentiality of the NCC Records and information contained therein which are in the Contractor’s custody. The Contractor hereby agrees to indemnify and save the NCC harmless from any

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claim or loss of any kind whatsoever arising out of any breach of the obligation set out in 2.7.7.5.

2.7.7.7 Return of NCC Records on Termination

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

2.7.8 Access to Information Act & Privacy Act Matters

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

2.7.8.1 Restricted Use of Personal Information

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

2.7.8.2 Security of Records

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

2.7.8.3 Disposal at End of Term

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

2.7.8.4 Collection of Personal Information

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

Personal information collected for the purpose of this Contract (which meets the criteria listed in section 10 of the *Privacy Act*) will be included in the personal information bank # NCC PPU 080. This personal information will only be used for the purposes specified in the Info Source publication entitled “*Info Source*”:

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Sources of Federal Government Information” or for a use consistent with these purposes. Info Source publications are available free of charge on the Internet at: www.infosource.gc.ca.

2.7.8.5 Access to Information

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

2.7.8.6 Retention of Records

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

2.7.8.7 Audit Rights

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

2.8 Collection by Contractor

2.8.1 Limitation of Contractor’s Responsibility

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

2.9 Conflict of Interest

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

2.9.1 Prohibited Transactions

2.9.1.1 Contracting With NCC Employees

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

2.9.1.2 Contracting With Related Corporations

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

2.9.1.3 Exception

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

2.10 Indemnities

2.10.1 Unconditional Obligation to Perform

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

2.10.2 Liability for Payments

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

2.10.3 Forbearance Not to Constitute Estoppel

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

2.10.4 Indemnity Survives Disclaimer or Other Determination

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

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

2.10.5 Primary Liability

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

The Indemnifiers are primarily liable, jointly and severally, with the Contractor and not as mere sureties or guarantors. The Indemnifiers shall not be released nor will their liability hereunder be limited or lessened by the NCC granting time, taking or giving securities, accepting proposals, or by time being given to the Contractor, or by any amendment of this Contract, or by any compromise, arrangement, composition or plan of reorganization affecting the Contractor or the Indemnifiers, or by release of any party liable directly as surety or otherwise, or by failure to declare a default under this Contract, or by any dealings whatsoever between the NCC and the Contractor, or by or with any other parties or Persons whomsoever, or by any other act, omission or proceedings in relation to this Contract whereby the Indemnifiers might otherwise be released or exonerated or the liabilities and obligations of the Indemnifiers hereunder effected. The Indemnifiers hereby expressly waive notice of the granting of time, the taking of giving of securities, and any other matter whatsoever referred to in this Contract. No waiver by the NCC of any rights under this Contract shall be effective unless in writing and no such waiver shall be taken in any manner whatsoever to affect those rights or any other rights, except as expressly so provided in such waiver, and only for such time periods as are provided in such waiver. Nothing except for the performance of all obligations of the Contractor and the Indemnifiers under or contained in this Contract will discharge the Indemnifiers.

2.10.6 No Obligation to Exhaust Other Remedies

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

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

2.10.7 Insurance

2.10.7.1 Minimum Coverage

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

a) Liability Insurance:

Minimum Amounts of Coverage Required:

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

b) Endorsements:

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

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

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

2.10.7.2 Assignment of Insurance

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

2.10.7.3 Premiums

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

2.10.7.4 Non-Cancellation

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

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2.10.7.5 Evidence of Insurance

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

2.10.7.6 Acknowledgement of Release by Contractor of Claims & Indemnity

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

2.10.7.7 Additional Insured's

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

2.10.7.8 Indemnity

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

2.10.8 Co-Insurance

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

2.10.9 Coverage Not Available

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

2.10.10 Exclusion of Limitations on Contractor's Liability

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

2.10.11 Limits of Insurance

2.10.11.1 Periodic Review

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

2.11 Contract Securities

2.11.1 Posting of a Irrevocable Letter of Credit or Letter of Guarantee, or, a Performance Bond and a Payment of Labour and Material Bond

Concurrently with the execution of the Contract, the Contractor shall provide the NCC no later than ten (10) business days after receiving a letter of notification with a \$300,000.00 unconditional irrevocable letter of credit or a \$ 300,000.00 letter of guarantee issued by one of the five largest Canadian chartered banks, or a performance bond and a payment of labour and material bond issued by an acceptable insurance company (see Appendix 7-B) on attached forms, and in the amount of \$500,000.00 each.

The said letter of credit, letter of guarantee or performance & payment of labour material bonds shall be maintained in full effect throughout the Term of the Contract.

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

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

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

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2.11.2 Cancellation of Letter of Credit

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

2.12 Prohibition on Assignment

2.12.1 Outright Assignment Prohibited

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

2.12.2 Change in Control

For the purposes of this Contract, an amalgamation or transfer by operation of law or otherwise shall be deemed to be an assignment to which the provisions of this section (2.12) apply.

The NCC reserves the right to terminate this Contract if, in its sole discretion, it does not wish to consent to the assignment, transfer, amalgamation or change in control that is being proposed by the Contractor. In such a case, the Contract shall be terminated in accordance with section 2.13.

2.12.3 Exceptions

Notwithstanding the provisions of clause 2.12.1, the Contractor may assign its interest in the amounts to be paid by the NCC to the Contractor hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Contractor being in good standing hereunder at the time of such assignment as security.

2.13 Termination

2.13.1 Termination

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

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2.13.2 Deliveries on Termination

On termination:

- a) The Contractor shall within fifteen days thereof deliver a final accounting to the NCC;
- b) The Contractor shall immediately surrender to the NCC all NCC Records and keys;
- c) The Contractor shall immediately return to the NCC all portable and operational assets, Equipment/furniture and miscellaneous assets owned by the NCC together with an inventory of same in accordance with clause 3.4.3 including any additions or replacements to such inventory;
- d) The Contractor shall immediately return in good working order to the NCC all fixed assets owned by the NCC including any additions or replacements to such inventory.

2.13.3 Rights on Termination

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

2.14 Default Provisions

2.14.1 Default

If the Contractor:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract that are to be kept, performed or observed by the Contractor and such failure continues for, or is not remedied within:
 - 1 hour verbal notice for public safety situations (all Snow and Ice Control activities are deemed to be public safety situations);
 - 12 hours verbal notice for property damage;
 - 24 hours written notice for all others.If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.
- b) Suffers an Event of Insolvency;
- c) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or
- d) Delays in the performance of one of a series of periodic services that result in a loss for the NCC of all or substantially all of the value attributable to such performance. (Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the NCC. For example, if grass is to be mowed when it reaches a particular height, which effectively requires this service to be performed on a weekly basis, and performance is delayed for one week, the resumption of performance has the effect of extinguishing the value that would otherwise have been attributed to the performance thus delayed.);

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

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

Notwithstanding the requirement for notice set out in clause 2.14.1 and in addition to the remedies set out in that clause, the Contractor agrees that the events of default listed in Appendix 2-B will result in the automatic monetary penalties set out below plus applicable taxes which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:

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

2.14.2 Appointment of an Administrator

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

- i) Every such receiver shall be the irrevocable agent or attorney of the Contractor for the collection of all Revenues (if applicable) being generated in respect of any use of the Subject Matter or any parts thereof;
- ii) Every such receiver may, at the discretion of the NCC and evidenced in writing, be vested with all or any of the powers and discretion of the NCC;

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- iii) The NCC may from time to time by notice in writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the Revenues (if applicable) derived from the Subject Matter;
- iv) Every such receiver shall, so far as concerns the responsibility for acts or omissions, be deemed the agent or attorney of the Contractor and not the agent of the NCC unless specifically appointed by the NCC as agent of the NCC;
- v) Every such receiver shall have full power to manage, operate, amend, maintain, protect, preserve and repair the Subject Matter or any parts thereof in the name of the Contractor for the purpose of securing the payment of Revenues (if applicable) from the Subject Matter or any parts thereof provided that the receiver shall do so as a prudent receiver would do;
- vi) No such receiver shall be liable to the Contractor to account for monies or damages other than cash received by him in respect of the Subject Matter or any parts thereof and out of such cash so received, every such receiver shall in the following order pay:
 - 1. His commission or remuneration as receiver;
 - 2. All expenses made or incurred by such receiver in connection with the management, operation, amendment, protection, preservation of, repair or Maintenance services of the Subject Matter or any parts thereof;
 - 3. All taxes, insurance premiums and every other proper expenditure made or incurred by him in respect to the Subject Matter or any parts thereof;
 - 4. All Revenues and any other amounts due to the NCC under the Contract;
 - 5. All payments required to be made to keep in good standing the supply of Utilities and services;
 - 6. Any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accounted for the Contractor;
 - 7. The NCC may, at any time and from time to time, terminate any such receivership by notice in writing to the Contractor and to any such receiver;
 - 8. The Contractor hereby releases and discharges the NCC and every such receiver from every claim of every nature, whether in damages or not, which may arise or be caused to the Contractor or any Person claiming through or under it by reason or as a result of anything done by the NCC or any successor or assign or anyone for whom the NCC is responsible or by any such receiver under the provisions of this section unless such claim be the direct and proximate result of the dishonesty or gross negligence of the NCC, the receiver or their respective heirs, successors or assigns.

2.14.3 Remedies Generally

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

2.14.4 Extended Meanings

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

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2.15 General Provisions

2.15.1 Notice

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

a) if to the NCC:

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

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

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

2.15.2 Time of the Essence

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

2.15.3 Joint & Several Liability

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

2.15.4 Taxes & Fees

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

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2.15.5 Inflation

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

2.15.6 Force Majeure

- a) Subject to the provisions of 2.15.6 (b) where the performance of an obligation of the Contractor is subject to Force Majeure as defined in 2.1.1, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or work cannot be performed during the period of the existence of the Force Majeure (see 2.1.1 for definition of Force Majeure).
- b) In certain circumstances, the delay of the performance of an obligation due to an event of Force Majeure may result in a loss to the NCC of all or substantially all of the value attributable to such performance. Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the NCC. For example, if grass is to be mowed when it reaches a particular height, which effectively requires this service to be performed on a weekly basis, and an event of Force Majeure delays performance for one week, the resumption of performance has the effect of extinguishing the value that would otherwise have been attributed to the performance thus delayed and results in the quality standards not having been respected and the site appearance having been negatively affected. In such circumstances, the NCC shall have the right to deliver notice in writing to the Contractor relieving it of the obligation to perform the affected service or services, and the NCC shall also have the right to set-off from the Fixed Fee of the Contract an amount equal to the value of any such obligations of the Contractor.

2.15.7 Paramouncy of Federal Authority

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

2.15.8 Denial of Partnership

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

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2.15.9 Successors

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

2.15.10 Representation & Warranty Regarding Authority

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

2.15.11 Access to Information

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

2.15.12 No Offer

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

2.15.13 Disputes

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

case the arbitrator may determine how the payment should be apportioned between the parties.

2.15.14 Ownership of Intellectual Property

In this section,

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

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

The Contractor hereby acknowledges and agrees that the copyright in any Material vests in the NCC under the Contract and hereby assigns each and every right, title and interest it has in the ownership of the Material to the NCC. The Contractor agrees to execute such conveyances and other documents relating to title or copyright as the NCC may require and to provide any codes, keys, passwords, etc. required to enable the NCC to use the Material.

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

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

2.15.15 Security Requirements

Security Requirements

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

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 employees have obtained the required level of security screening as identified by the NCC’s Corporate Security. In this case the level of clearance required will be Site Access.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (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;
- 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;

SECTION 2 – TYPICAL TERMS AND CONDITIONS

- Ensure that employees/subcontractors, upon notification of having been granted a Security status (**Site Access, Secret or Top 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.

2.15.15.1 Maintenance of Security Measures

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

2.15.15.2 Occurrence Reports

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

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

2.15.15.3 Preparation of Threat & Risk Assessment

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

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.15.16.1 Sales Taxes

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

2.15.16.2 Income Tax Requirements

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

2.15.17 Inspection Rights

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

2.15.18 Further Assurances

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

2.15.19 Conflict Between Provisions

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

2.15.20 Laws, Regulations, By-Laws

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

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

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

2.15.21 International Sanction

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

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

- b) The Contractor must not supply to the NCC any goods or services which are subject to economic sanctions.
- c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the NCC if he/she is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the NCC in accordance with section 2.13.

2.15.22 No Bribes

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

2.15.23 Intentionally Deleted

2.15.24 Occupational Health and Safety

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

2.15.24.1 General Information

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

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

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

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

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

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

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

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

- (a) His/her health and safety plan for the work required under this Contract. This plan shall include, but shall not be limited to:
 - A list of known and/or foreseeable health and safety risks to which persons participating in the work may be exposed because of the nature, location or method of performing the work;
 - For each identified risk, the control measures the Contractor intends to take (including work organization, job hazard analysis, safe work method and work supervision);
 - The list of regulatory safety materials, equipment, devices and clothing required because of the nature, location or method of performing the work;

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- Instructions indicating when and how the above-mentioned regulatory safety materials, equipment, devices and clothing must be used;
- Procedures for work involving contaminated soils;
- The Contractor's related training and communication plan;
- His/her site inspection and equipment and vehicle preventive maintenance program;
- Its accident notification and investigation protocol.

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

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

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

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

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

During the Term of the Contract, the Contractor must provide the NCC with up-to-date clearance certificates from the Worker's Safety and Insurance Board and/or certificate of compliance from the Commission de la Santé et de la Sécurité du Travail confirming that it is registered

SECTION 2 – TYPICAL TERMS AND CONDITIONS

and that its file is in good standing. Such certificates shall be delivered every sixty (60) days in the case of Ontario and twice annually in the case of Quebec. If the Contractor does not provide up-to-date certificates the NCC may immediately terminate the Contract without notice and without contractual liability toward the Contractor.

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

2.15.25 Standing Offer Agreement (SOA)

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

Note

Appendix 2-A of this Section must be submitted in the Fee Proposal envelope described in Section 7.

2.16 Yearly Adjustment to Fixed Fee of Contract

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

Example only

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

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

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for December 2017 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for December 2016 was 131.6.

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

(decrease if % difference is negative)

Note

The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada’s website in table “Consumer Price Index by city (monthly) All items for Ottawa-Gatineau”.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

Notes

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

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

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

Category	Description	Unit Price Excluding Taxes
<i>Turf</i>	Turf sodding: Removal of old turf, preparation, fertilizing and topsoil where required (per square metres)	Up to 100 m ² : 100 m ² to 1,000 m ² : Over 1,000 m ² :
	Mechanically powered Super Gill seeders including seed: General all-purpose mix: 40% SR5210 Creeping Red Fescue 40% Arctic Perennial Ryegrass 20% Bluechip Kentucky Bluegrass Application rate: 1.2 kg per 100 m ² .	
	Mechanically powered Super Gill seeders including seed: High Traffic Reinstatement Blend (spring or summer application): 80% Arctic Perennial Ryegrass 20% Bluechip Kentucky Bluegrass Application rate: 4.5 kg per 100 m ² .	
<i>Floral Program</i>	Unit price per tulip bulb (purchased, dipped, planted and maintained)	
	Unit price per annual (purchased, planted and maintained)	
<i>Turf Fertilization</i>	Unit price for fertilizing per square metre (20-0-10 30% Umaxx / 30% XCU / 1% Mg / 2% Ca. (or approved equivalent) at 2.5 Kg/100 m ²).	
<i>Aerating</i>	Unit price for mechanical aerating per square metre	
<i>Winter protection</i>	Plant bed (snow fencing with burlap, 1.2 metre height) (per linear metre)	
	Tree (tar-impregnated 2-ply tree trunk wrap) 0 – 15 cm calliper	
	Tree (tar-impregnated 2-ply tree trunk wrap) 16 – 30 cm calliper	
	Tree (tar-impregnated 2-ply tree trunk wrap) 31 – 45 cm calliper	

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

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

Truck = pick-up

Tools = shovel, rake, etc.

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

Company Name: _____

Signature: _____

Date: _____

SECTION 2 – TYPICAL TERMS AND CONDITIONS

APPENDIX 2-B PENALTIES

1. Defaults relating to public safety

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

2. Defaults relating to the protection of the environment

- If corrective measures for spill of a toxic substance in the environment have not been immediately taken or when the NCC has not been informed of the spill within two hours of its occurrence;
- If proof of liability insurance and license for spraying pesticide are not provided to the NCC before April 30th of each Contract Year;
- If using pesticide before obtaining written NCC approval (see 6.1.14).

3. Defaults relating to the reporting requirements

- If a report or document listed below is late or incomplete when submitted to NCC:
 1. Daily Log Book (6.1.17);
 2. Insurance Certificate (6.1.3);
 3. Annual Fixed Fee Payment Schedule (6.1.1);
 4. Year-end Expenditure Report (6.1.2);
 5. WSIB certificate (6.1.4);
 6. Asset Inventory (6.1.6);
 7. Annual Capital Work Assessment Report (6.1.7);
 8. Fire Extinguisher Condition Report (6.1.16);
 9. Electrical Reports (6.1.20).

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

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

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

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

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

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

List of Issues by Site

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

List of Issues by Site for the Core Area Government Sites Contract

	1) Cliff Heating Plant	2) Confederation Building	3) Conference Centre	4) Connaught Building	5) East Memorial Building	6) Fleet Street Parking Lot	7) Justice Building	8) Langevin Block	9) Library and Archives Canada	10) Parliament Hill	11) Parliament Hill Parking 850	12) Sparks Street Post Office	13) Supreme Court of Canada	14) Wellington Street Park	15) West Memorial Building	16) 90 Wellington Street
Rugged Terrain (General)																
Hill/Slope			X			X				X						
Ravine/Escarpment/Cliff	X						X		X	X			X			
Body of Water			X			X										
Confined Space			X							X						
Contaminated Area			X			X			X	X	X		X			X
Contaminated Waste (droppings, syringes, etc.)																
Remote Work Area						X										
High Public Use Area		X	X	X	X	X			X	X	X	X	X	X	X	X
High Vehicle Use Area	X	X	X	X		X	X		X	X	X		X		X	
Electrical System			X	X		X							X	X		X
Mechanical System			X							X						
Drainage/Sewer System																
SNIC	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Working at Night	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
High Profile Area									X	X			X			

SECTION 2 – TYPICAL TERMS AND CONDITIONS

APPENDIX 2-D

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 effects¹. 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

¹ 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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

- *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) 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 substances² 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.
- 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

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

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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 thomasi*) 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.

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- 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.

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APPENDIX 2-D

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 CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
Landscape Management				
Turf: machine and manual cutting, trimming, watering, edging, top dressing, seeding or overseeding, aerating, fertilizing, etc.	No	<ul style="list-style-type: none"> Excess or improper application of fertilizers can cause environmental degradation of water bodies. Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation during cutting. Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i> during cutting. 	<ul style="list-style-type: none"> Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body. 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. Turf cuttings are to be collected and composted on site, where possible. *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. *To minimize harm to migratory birds, naturalized meadows (e.g. Class C) may not be cut between April 15th and August 15th, 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 15th, 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 methodology³ 	<ul style="list-style-type: none"> If activities must be conducted in a naturalized meadow between April 15th and August 15th, conduct area search for evidence of nesting.

³ 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]. Online December 10, 2013.

REQUEST FOR PROPOSAL – CORE AREA GOVERNMENT SITES

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Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p>Tree/shrub: safety and Maintenance, pruning, trimming, cultivating, edging, mulching, removal, winter protection, etc.</p>	<p>Yes, when carried out in relation to a physical work (e.g. pathway Maintenance)</p>	<ul style="list-style-type: none"> • Potential damage to trees or shrubs protected under the <i>Species at Risk Act</i> or provincial legislation. • Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>. • Improper disposal of diseased trees or shrubs may spread invasive pests, diseases or pathogens. • Improper pruning may decrease tree health. 	<ul style="list-style-type: none"> • *Any federally or provincially protected tree species (seedling, sapling or tree) must be properly flagged and protected to prevent damage or accidental removal. Highly visible flagging tape (using a pre-determined colour) should be used to clearly identify the tree and removed once work is completed. Presence of such species should be reported to the CMO. These species include Butternut (<i>Juglans cinerea</i>), Rock Elm (<i>Ulmus thomasii</i>) and Black Maple (<i>Acer nigrum</i>). • *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 Butternut (<i>Juglans cinerea</i>) in both Quebec and Ontario, Rock Elm (<i>Ulmus thomasii</i>) and Black Maple (<i>Acer nigrum</i>) in Quebec. • *To minimize harm to migratory birds, no tree or shrub cutting or removal may take place between April 15th and August 15th, 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 methodology² • 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. • Minimize vegetation cutting (DBH < 10 cm), limiting it to vegetation that interferes with the movement of machinery and work. • All tree or vegetation debris that may fall or enter any water bodies must be removed immediately with as little disturbance as possible. • 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. • *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. • All tree pruning should follow the International Society of Arboriculture (ISA) best practices for tree pruning. 	<ul style="list-style-type: none"> • NCC approval prior to tree pruning, cutting or removal. • If activities must be conducted in a naturalized meadow between April 15th and August 15th, conduct area search for evidence of nesting. • Obtain required authorization to prune or fell a protected tree species. • Monitor compliance of conditions set out in the permit and/or authorization for cutting of protected trees. • Verification of soil and groundwater contamination and archaeological potential when removing stumps.
<p>Annual, bulb, and</p>	<p>No</p>	<ul style="list-style-type: none"> • Excess or improper application of fertilizers 	<ul style="list-style-type: none"> • Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a 	

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Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p>perennial: mowing of daffodils, planting/removing, watering, fertilizing, cultivating, edging, hang weeding, pinching, roguing, winter protection, plant division, etc.</p>		<p>can cause environmental degradation of water bodies and aquatic life.</p> <ul style="list-style-type: none"> Improper disposal of flowers may spread invasive pests, diseases or pathogens. 	<p>watercourse or water body.</p> <ul style="list-style-type: none"> Flowers that are removed and show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest. Healthy clippings are to be collected and composted on-site, where possible. 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. 	
<p>Non-desirable vegetation / nest / small animal control⁴: inspecting and removing as needed.</p>	<p>Yes</p>	<ul style="list-style-type: none"> Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation. Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>. Pesticides, herbicides, insecticides, or fungicides may kill non-target species. Accidental spread of invasive species. 	<ul style="list-style-type: none"> Ensure that the small nuisance animal is not a species protected under the <i>Species at Risk Act</i>, the Ontario <i>Endangered Species Act</i>, Quebec <i>Loi sur les espèces menacées ou vulnérables</i> or the <i>Migratory Birds Convention Act</i>. *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. 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. 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. Only products registered by Agriculture and Agri-Food Canada under the <i>Pest Control Products Act</i> may be used. *The contractor must receive written authorization from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides. *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 	<ul style="list-style-type: none"> Approval of pesticide application. Verification of appropriate disposal methods for invasive species. Confirmation of the animal species.

⁴ Animals causing material damage to the NCC's Assets

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Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			based on the invasive species you are working with. <ul style="list-style-type: none"> 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. 	
Civil Maintenance				
All surfaces: Inspecting, reporting, sweeping, removing hazards (e.g. leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.	Yes	<ul style="list-style-type: none"> Accidental spills may degrade environmental quality and have the potential to spread contamination. 	<ul style="list-style-type: none"> Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. *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. 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. 	
Asphalt surfaces: 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"> Accidental spills will degrade environmental quality and have the potential to spread contamination. 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. 	<ul style="list-style-type: none"> Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. 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. 	<ul style="list-style-type: none"> Receive authorization to work near water. Monitor compliance of conditions set out in the permit and/or authorization to perform in-water or near-water works. Periodically inspect the erosion and sediment control measures to ensure proper installation and functioning, especially prior to, and after rainfall events.
Concrete/masonry surfaces (curbs, gutters, concrete steps, exposed aggregate, granite sets, pavers,	Yes	<ul style="list-style-type: none"> Accidental spills will degrade environmental quality and have the potential to spread contamination. 	<ul style="list-style-type: none"> 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. 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 	

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Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
interlocks, flag stones, cobblestones, patio stones, etc.): re-setting, correcting, etc.			work site. <ul style="list-style-type: none"> 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. When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls into the gutter system. 	
Gravel / granular / stone dust / natural / decorative surfaces: levelling, grading, etc.	Yes	<ul style="list-style-type: none"> The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality. The release of particulate matter may adversely affect air quality. 	<ul style="list-style-type: none"> Implement dust control measures. *No increase in footprint below the High Water Mark *No new fill placed below the High Water Mark 	<ul style="list-style-type: none"> Periodically inspect the erosion and sediment control devices to ensure proper installation and functioning, especially after heavy rainfall.
Wood surfaces: repairing, maintaining structural integrity, sanding, painting, etc.	Yes	<ul style="list-style-type: none"> Accidental spills will degrade environmental quality and have the potential to spread contamination. 	<ul style="list-style-type: none"> Ensure proper storage, management and use of materials to minimize spills. Implement dust control measures when sanding. Do not use treated wood in or near water (minimum distance is 15m). Do not use treated wood on surfaces used in the preparation or consumption of food (picnic tables, bird feeders), that would be in direct contact with drinking water or that will be used by people (benches, wooden structures for children). Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. 	
Lighting and electrical (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"> Spread of contaminated groundwater or soils during excavation. Health and safety effects from the exposure of contaminated soils. Damage to archaeological resources as a result of excavation. Damage to tree roots or trees as a result of excavation. Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality. Improper disposal of hazardous materials could degrade environmental quality and have an impact on health and safety. 	<ul style="list-style-type: none"> *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"> If soil or groundwater contamination is present, testing prior to off-site disposal may be required. Management and disposal of contaminated soils will follow all applicable regulations and guidelines. 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. If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required. *If any suspected soil or groundwater contamination at the site is discovered, the NCC must 	<ul style="list-style-type: none"> Periodically inspect the erosion and sediment control fences to ensure proper installation and functioning, especially after heavy rainfall. May require testing of soils prior to off-site disposal. May require monitoring by qualified archaeologist. Attain permit to excavate near Butternut.

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Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<p>be notified immediately.</p> <ul style="list-style-type: none"> 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. If soils must be stored overnight, they should be covered with a tarp. *Excavation within the dripline of a Butternut tree cannot proceed without a permit from Environment Canada. *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. Ensure proper disposal of hazardous materials (e.g. lamps, ballasts) in accordance with provincial and federal regulations. 	
<p>Drainage (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"> Spread of contaminated groundwater or soils during excavation. Health and safety effects from the exposure of contaminated soils. Damage to archaeological resources as a result of excavation. Damage to tree roots or trees as a result of excavation. 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. Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>. 	<ul style="list-style-type: none"> *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?). If soil or groundwater contamination is present, testing prior to off-site disposal may be required. Management and disposal of contaminated soils will follow all applicable regulations and guidelines. 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. If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required. *If any suspected contamination at the site is discovered, the NCC must be notified immediately. 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. If soils must be stored overnight, they should be covered with a tarp. 	<ul style="list-style-type: none"> Periodically inspect the erosion and sediment control devices to ensure proper functioning, especially after heavy rainfall. May require testing of soils prior to off-site disposal. May require monitoring by qualified archaeologist. Monitor compliance of conditions set out in the permit and/or authorization to perform in-water or near-water works. If activities must be conducted in a naturalized meadow within April 15th and August 15th, install temporary netting or other appropriate systems prior to

SECTION 2 – TYPICAL TERMS AND CONDITIONS

Maintenance Activity	Project Under CEEA, 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"> • *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. • *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. • *Where Maintenance activities must take place during the the core migratory bird breeding and nesting season season (April 15th to August 15th), 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). • *No increase in footprint below the High Water Mark. • *No new fill placed below the High Water Mark. Routine clean-out of drainage channels work has to be done in the dry⁵ • When cleaning culverts, follow the requirements set out in Appendix A. • The following measures should be applied during bridge cleaning: • Adequately seal drains and open joints before sweeping to prevent material from falling into the watercourse. Sweep bridges thoroughly before washing. • 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. • 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. • When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish. • 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 	<p>the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure.</p>

⁵ 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]

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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>entering the watercourse.</p> <ul style="list-style-type: none"> • Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse. • Contain paint flakes, abrasives, and other waste materials for safe disposal. • 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. • Do not clean equipment in the watercourse or where the wash-water can enter the watercourse. • 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. • Limit the removal of material to that which is necessary to protect piers and abutments. • Remove debris by hand or with machinery operating from shore or a floating barge. 	
<p>Plumbing, irrigation, and water (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"> • Spread of contaminated groundwater or soils during excavation. • Damage to archaeological resources as a result of excavation. • Damage to tree roots or trees as a result of excavation. • Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality. • Accidental spills will degrade environmental quality. 	<ul style="list-style-type: none"> • *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"> ○ If soil or groundwater contamination is present, testing prior to off-site disposal may be required. ○ Management and disposal of contaminated soils will follow all applicable regulations and guidelines. ○ 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. ○ If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required. • If any suspected contamination at the site is discovered, the NCC must be notified immediately. • 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 	<ul style="list-style-type: none"> • Periodically inspect the erosion and sediment control fences to ensure proper functioning, especially after heavy rainfall. • May require testing of soils prior to off-site disposal. • May require monitoring by qualified archaeologist.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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>development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</p> <ul style="list-style-type: none"> • If soils must be stored overnight, they should be covered with a tarp. • *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. • *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. • Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. 	
<p>Fixtures, furniture and buildings (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.</p>	<p>Yes</p>	<ul style="list-style-type: none"> • Spread of contaminated groundwater or soils during excavation. • Damage to archaeological resources as a result of excavation. • Accidental spills will degrade environmental quality. • Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>. • 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 	<ul style="list-style-type: none"> • *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"> ○ If soil or groundwater contamination is present, testing prior to off-site disposal may be required. ○ Management and disposal of contaminated soils will follow all applicable regulations and guidelines. ○ 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. ○ If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required. • *If any suspected contamination at the site is discovered, the NCC must be notified immediately. • 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. • Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. • *Where Maintenance activities must take place during the the core migratory bird breeding and nesting season season (April 15th to August 15th), netting or other appropriate systems may be temporarily installed prior to the arrival of birds in the spring, in order to prevent 	<ul style="list-style-type: none"> • Periodically inspect the erosion and sediment control fences to ensure proper functioning, especially after heavy rainfall. • May require testing of soils prior to off-site disposal. • May require monitoring by qualified archaeologist. • If activities must be conducted in a naturalized meadow within April 15th and August 15th, 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.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			birds from initiating nesting on the structure (e.g. buildings, kiosks, chimneys, roofs, etc.). <ul style="list-style-type: none"> • 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 eric.soulard@ncc-ccn.ca ext. 5418). 	
Snow and Ice Control				
Snow and ice control (roadways and parking lots, walkways, pathways, sidewalks, steps and building access, buildings, utility service access, trails, lanes, fire lanes, open spaces, fields, etc.): providing equipment and supplies, removing, blowing, plowing, shoveling, clearing, cleaning, sweeping, de-icing, stockpiling,	Yes	<ul style="list-style-type: none"> • Salt and sand from de-icing may adversely affect fish, fish habitat, and/or water quality. • Accidental damage to trees. 	<ul style="list-style-type: none"> • Snow that is removed and transported for disposal must be disposed of at an authorized snow dumping facility. • No snow dumping is permitted on NCC property. Snow storage sites should be located such that meltwater that may contain salt is not directed towards salt vulnerable areas⁶. Contractors should implement Environment Canada <i>Best Management Practices for Salt Use on Private Roads, Parking Lots and Sidewalks</i>⁷. • Install snow fencing around trees susceptible to damage from snow removal and transport activities. • Do not blow, plow, store, or shovel snow against trees or shrubs. 	

⁶ 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 (CaCl₂), magnesium chloride (MgCl₂) 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.

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

Maintenance Activity	Project Under CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
transporting, disposing, providing floor control and emergency services, etc.				
Waste / Recycling / Cleaning Operations				
<p>Litter / recycling pick-up and cleaning: 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>	Yes	<ul style="list-style-type: none"> Improper disposal of waste will degrade environmental quality. 	<ul style="list-style-type: none"> All solid waste must be disposed of in accordance with all applicable environmental laws. The contractor must be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, all municipal recycling and composting procedures shall be respected. In general, burning of waste is prohibited on NCC property. Branches and cuttings may only be burned on NCC property with prior NCC authorization and with appropriate municipal permits for burning. Contractors that provide services to the NCC for waste, recycling and composting disposal might be required to report the total weights for specific periods⁸. Litter or debris must never be swept or pushed into water courses or wetlands. All hazardous materials on NCC property must be stored in accordance with applicable regulations, standards and guidelines. Flammable materials must be stored in accordance with the National Fire Code of Canada. Material Safety Data Sheets (MSDS) must be readily available for all hazardous materials brought on to NCC property. All employees handling these materials must have received training on the Workplace Hazardous Materials Information System (WHMIS) and on proper handling, storage and disposal of these materials. All hazardous materials must be labelled in accordance with WHMIS requirements. Absorbent material must be available whenever liquid hazardous materials are being used on NCC property. Staff must be trained on how to use and dispose of this material in the event of a spill. When transporting hazardous materials, these materials must be labelled and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods. Hazardous wastes and containers which previously contained hazardous materials must be 	

⁸ 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.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			disposed of in accordance with provincial and federal regulations.	

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

- 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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

- 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 feed⁹. 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).

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.

⁹ 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.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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).

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), 5 (Events and Other Services) and 6 (Reports) of the Contract.

3.1 Employees

3.1.1 General

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

Any employee providing direct services, offered or required to be offered, to the public (e.g. answering and responding to emergency calls from the public or from other stakeholders, attending to a temporary road closure where interaction with the public is necessary or anticipated, etc.) shall be fluent in both official languages of Canada.

3.1.2 Experience

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

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

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

3.1.3 Orientation

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

- NCC general information to visitors

SECTION 3 – GENERAL REQUIREMENTS

- Worker safety (see 2.15.24)
- Proper use of machinery
- Proper maintenance practices (horticulture, civil, snow and ice control, Waste/Recycling/Cleaning Operations)
- Proper environmental practices.

3.1.4 Work Dress

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

3.1.5 Replacement of Employees

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

3.1.6 Art of Trade and Certification

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

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

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

3.1.7 NCC Regulations and Environmental Policies and Procedures

The Contractor shall ensure its agents and employees are familiar with and comply with the NCC Traffic and Property Regulations, NCC Animal Regulations, NCC Environmental Policies and Procedures (Appendix 2-D), land use guidelines for event taking place on NCC lands and other specific directives relating to its facilities and services.

3.2 Hours of Work

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

SECTION 3 – GENERAL REQUIREMENTS

3.3 Office and Base of Operation

The Contractor shall use an office as a base of operation to provide all administrative/Maintenance management services required in this Contract. The office shall be fully operational for the start of the Contract (April 1, 2017) and remain as such throughout the duration of the Contract. The office and/or base of operation must allow the Contractor to satisfy all of the operational requirements of the Contract including, but not limited to, the emergency intervention requirements described in 3.9.

3.4 Vehicles, Materials & Assets

3.4.1 Vehicles

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

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

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

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

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

3.4.2 Materials

3.4.2.1 Standards

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

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respects the original design requirements set out by the NCC. The Contractor shall comply with the said material standards and guidelines. The Contractor shall not use an alternate type or lower quality material on any given site, nor shall the Contractor mix types or qualities of material on any site.

When materials (Components) are purchased by the Contractor for the sole purpose of performing Additional Services which have been requested and approved by the NCC, the Contractor may add a maximum 15% materials handling charge to the cost of such materials only. Materials, parts, Components and Consumables for which the Contractor is responsible by virtue of other sections of this Contract shall not be subject to materials handling charges of any kind. Labour costs (including those of any sub-contractors) shall not be subject to materials handling charges of any kind.

3.4.2.2 Substitution

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

3.4.3 Assets

3.4.3.1 General

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

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

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

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

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Note

- The Contractor accepts all assets “as is” and will be responsible to maintain them unless he notifies the NCC that a particular asset (except green assets, i.e. trees, turf, etc., and assets referred to in 3.14 Repair or Replacement of Damaged or Stolen Assets is in need of Rehabilitation **and** the NCC acknowledges that fact. In such circumstances, the Contractor’s responsibility shall be to take the necessary measures to ensure public safety.

3.4.3.2 Standards

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

3.4.3.3 Portable Assets

3.4.3.3.1 General

The Contractor shall:

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

3.4.3.3.2 Storage

The Contractor shall follow all of the Commission’s Asset Process when he/she is required to pick-up assets and material stored at the NCC’S main storage facility (Woodroffe warehouse).

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3.4.4 Buildings

The Contractor will not be responsible for any building on Government Sites located within the boundaries of this Contract.

The Contractor is not responsible for the payment of Utilities for any buildings – see 1.4.1.

3.4.4.1 Access to Buildings

In addition to the rights set out in 3.4.4, the NCC will negotiate and obtain a prior authorization from the respective Building Managers before the Contractor accesses the following buildings for Maintenance purposes. Furthermore, the Contractor shall ensure that its employees have the proper and up-to-date security clearance before accessing the following buildings:

- Cliff Heating Plant;
- Conference Centre;
- Connaught Building;
- 90 Wellington Street.

The Contractor acknowledges that certain procedures may be required to access the above-mentioned buildings and that the Contractor must respect all said procedures which are part of the requirements of this Contract (see article 2.15.15).

3.5 Monitoring

3.5.1 Monitoring & Evaluation

3.5.1.1 Contractor

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

The Contractor shall ensure that all sites included in this Contract are visited, inspected and assessed by the Supervisor or by any other staff at least once daily (weekdays, weekends and holidays) for the duration of the Term. The results of these daily site visits (including all observations, Work requirements, etc.) are to be logged in a written form and kept at the Contractors place of business. The CMO may, at any time during Business Hours and without advance notice to the Contractor, request to view the log book in part or in whole. Refusal to grant access to the requested documentation and/or failure to produce the relevant daily log reports requested (i.e.: specific dates) within two (2) hours of the request by the CMO shall constitute a default and the NCC will be entitled to exercise the rights and remedies listed in 2.14. Also see 6.1.17 and 2.7.3.

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

3.5.1.2 Contract Management Officer (CMO)

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

3.5.2 Unresolved or Recurrent Issues

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

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

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

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

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

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3.6 Communication Devices and Technologies

The Contractor shall be required to provide as part of this Contract, all of the following communication devices: telephones, cellular phones, voice mail, fax machines, E-mail and digital cameras. The Contractor shall be responsible for purchasing all necessary equipment (including installation fees) and for all costs related to their use (including long distance charges). All public communication systems shall support bilingual communications and shall allow the NCC and the public to leave voice mail messages after working hours. The cellular phone number shall remain the same for the entire Term and shall be given to the NCC before April 1, 2017

3.7 Provision of Services

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

3.8 Change of Dates

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

3.9 Emergency Intervention

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

Note

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

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3.10 Public Safety

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

3.11 Emergency Closures of Roadways and Pathways/Sidewalks

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

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

3.12 Traffic Control

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

3.13 Locking Devices

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

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

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3.14 Repair or Replacement of Damaged or Stolen Assets

3.14.1 General

In the event any asset contained in this Contract is damaged, destroyed or stolen, the Contractor shall have the following responsibilities:

- if the asset can be restored to its prior condition, the Contractor shall comply with section 4.6.1.5 and shall restore the asset using the most appropriate process (i.e., cleaning, repair, paint, etc.);
- if the asset cannot be restored, the Contractor shall replace the asset. Any asset provided by the Contractor as a replacement item shall be identical to the original and shall comply with the requirements as indicated in the NCC Standard Drawing and Details dated December 2008.

Any Work being proposed by the Contractor under clause 3.14 shall be recorded on an occurrence report (see Appendix 6-F) accompanied by cost estimates and digital photographs. These reports must be forwarded to the NCC no later than 48 hours after each occurrence. The estimate(s) provided as part of the occurrence report must;

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

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

It should be noted that damage caused by third parties such as construction contractors, Hydro, Bell, gas companies, local/regional/provincial governments, private contractors, federal departments or agencies, etc. is also subject to the provisions of this clause.

3.14.2 Deadlines

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

3.14.3 Liability

As part of his fee proposal, the Contractor shall include an annual allowance of \$5,000.00 (plus applicable taxes) for the repair and/or replacement of assets which are damaged or destroyed as per 3.14.1. On an annual basis, the NCC will be responsible for any expenses beyond the \$5,000.00 identified for this purpose.

SECTION 3 – GENERAL REQUIREMENTS

Only the amounts resulting from work authorized by the NCC and performed by the Contractor will be deducted from the \$5,000.00 annual limit. At the end of each year of the Contract, the unused portion of the \$5,000.00 allowance shall be returned to the NCC through a reconciliation process or carried over to the next fiscal year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments

3.15 INTENTIONALLY DELETED

3.16 Damage Caused by Contractor

3.16.1 General

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

3.16.2 Deadlines

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

3.17 Environmental Requirements

The Contractor shall comply with all applicable federal, provincial and municipal environmental legislation and regulations. The Contractor shall also adhere to the policies and procedures listed in Appendix 2-D of this Contract.

The Contractor will establish a response plan for toxic spills (see 6.1.8 for reporting and Appendix 2-D). **This plan will be submitted to the NCC for approval within thirty days of Contract commencement.**

3.18 Pesticides/Herbicides (see 4.3.4)

On April 22, 2009, Ontario amended its pesticide legislation to ban the cosmetic use of pesticides. This complements legislation established in Quebec in 2003. All activities that take place on NCC and Non NCC Lands must be in full compliance with the *Ontario Pesticide Act* and the *Quebec Pesticide Act*, depending on the province where the activity is taking place. The Contractor must receive authorization in writing from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.

The Contractor shall also follow all provincial regulations including obtaining all appropriate licenses and liability insurance for the application of pesticides, herbicides and fungicides (Contractor to provide to NCC proof of liability insurance and license before March 15th of each

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Year of the Contract). In the event that the Contractor calls upon the services of specialized company(ies), the Contractor shall provide the name of the company(ies) offering the services and its qualification(s). The Contractor must obtain prior approval from the NCC before commencing any spraying activity. Pesticide application records must be filled out by the Contractor any time pesticides or herbicides are sprayed or used on any lands included in this Contract in accordance with 6.1.14.

3.19 Waste Disposal

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

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

When Recycling Program is required, the Contractor shall:

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

3.20 Flooding

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

3.21 Small Animal Management

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

The Contractor will be responsible to pick up small animals (e.g. groundhogs, skunks, porcupines, squirrels, racoons, foxes, etc.) found dead along the roads and trails of the lands included in this Contract. These must be disposed of in accordance with all federal, provincial and municipal regulations. Any abnormal situation, such as a high incidence of mortality of the same species, will be reported to the NCC. Carcasses which the Contractor suspects may be infected with rabies (i.e. racoons) and other large dead animals (i.e. deer, bear, etc.) which are

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seen should be reported to the NCC Conservation Officers. They will remove and dispose of them (see 4.6.1.1).

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

3.22 Media Relations

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

3.23 Public Requests for Services

The Contractor shall manage any and all public inquiries, complaints, requests for services, etc. that are assigned to him by the Contract Management Officer (the Contractor must not manage demands that the public would request directly to him, without Contract Management Officer involvement). The Contractor shall:

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

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

3.24 No Sale

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

3.25 Salt Boxes (see 4.5)

The Contractor shall provide at his/her own expense a certain quantity of salt boxes at designated Government Sites. The Contractor and CMO shall jointly determine the estimated amount of salt boxes required by site based on their own knowledge and expertise. The design and color of salt boxes shall be approved by the NCC. Note: All salt boxes must be locked at all time with appropriate devices.

3.26 Transition

The Contractor shall ensure a seamless transition at the beginning, renewal (if any), and termination of this Contract. Furthermore, the Contractor shall provide assistance to the future contractor as well as to the NCC by ensuring continued services during the transition period. The

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Contractor shall make himself available, at no additional cost to the NCC, until at least 60 working days after the termination of the Contract for any post evaluation reports, meetings or other tasks requested by the NCC.

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

3.27 Lost, Found and Donated Items

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

3.28 Site Accessibility

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

3.29 Sod Installation

The Contractor shall be responsible to supply 1,500 square metres of sod to be installed each year. The specific location shall be at the sole discretion of the NCC.

Sod shall be installed with 4 days after notification by the NCC.

Sod shall be installed on any site within the geographic boundaries of this Contract.

Total square metres are cumulative, over the Term of the Contract (e.g., term = 5 years. Example: Year 1: install 1,000 sq. metres, which means a 500 balance is added to next year (500 + 1 500 = 2 000 sq. metres for year 2, etc.). Total of 7,500 sq. metres to be supplied and installed during the term of the Contract).

A positive balance on the Contractor's side at the end of the Contract will be recovered by the NCC at the SOA rates.

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Any sod to be installed in excess of 1,500 sq. metres annually must first be approved by the NCC before being purchased and installed.

Sod installation requirements:

- Prepare area for sod (remove dead/damaged turf, place approximately 2" of top soil, rake level and to grade, apply a starter fertilizer), lay sod, roll with sod roller, and water until established.

3.30 Archaeological Discoveries on NCC Lands

The NCC is directly responsible for the protection and management of archaeological resources on its lands. Archaeological resources help trace the history of Canada's Capital Region and, thus, enrich the cultural and social fabric of the region. These resources cannot be duplicated or replaced if lost, damaged or destroyed, and their protection is a shared responsibility, involving all levels of government, the private sector and individuals. It is our hope that Contractors will perform their duties in a way that ensures the protection of archaeological resources on NCC lands. We urge Contractors to read Appendix 2-D carefully and to consult the maps that form part of this Contract.

Parks Canada, the recognized federal authority in archaeology, defines an archaeological site as: "A place or area where tangible evidence of human activity of historical, cultural or scientific interest is or was located in situ on, below or above the ground or lands underwater." It adds that archaeological sites "are valued as points of physical contact with our past and as sources of knowledge about our history." Much of Canada's human history is expressed in archaeological resources, often where little or no other evidence or information exists.

Archaeological sites vary enormously in composition and type. Historical archaeological sites are most often defined by architectural remains (e.g., buried stone foundations), implements (such as building and farming tools and equipment, cooking utensils, dishes, bottles and cutlery) and the waste products of human manufacturing and subsistence activities. Examples of such sites are fur trade posts, homesteads, farmsteads, transportation and industrial sites, stone fences quarries, bridges, dumps and trails.

Pre-contact archaeological sites are more difficult to identify. These sites, occupied or used by First Nations people prior to the initial arrival of Europeans in the region in 1610, include campsites, portages, fishing stations, stone tool manufacturing locations and places of spiritual importance. These sites are most commonly identified by on the basis of stone tools (e.g., arrow points and scrapers) and tool manufacturing debris, fragments of clay pots, the bones of food animals and the remains of cooking fires.

One of the most important aspects of the NCC's archaeological resource management responsibilities is the protection of human burial sites. The location of burial sites, especially pre-contact sites, is not predictable, and these sites can be easily disturbed, even by minor works such as boreholes, sign posts and fence posts. In all cases where a burial is suspected, all work must be halted immediately at that location.

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) must be notified forthwith. Work shall not

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be resumed at that location until measures for the protection of those resources or remains have been put in place

SECTION 3 – GENERAL REQUIREMENTS

**APPENDIX 3-A
MATERIAL STANDARD GUIDELINE**

1. Topsoil

For Turf Areas:

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

For Planting Beds:

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

2. Peat Moss

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

3. Sand

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

4. Fertilizer

Complete commercial synthetic stabilized nitrogen lawn fertilizer.

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

Application rate: 2.5 kg per 100 m².

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

5. Lime

Ground agricultural limestone containing not less than 85% carbonates.

6. Bonemeal

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

7. Water

Non-toxic to plants.

8. Grass Seed

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

General all-purpose mix:

40% SR5210 Creeping Red Fescue
40% Arctic Perennial Ryegrass
20% Bluechip Kentucky Bluegrass

Application rate: 1.2 kg per 100 m².

Boulevard/curb side mix:

60% Arctic Perennial Ryegrass
40% SR5210 Creeping Red Fescue

Application rate: 1.8 kg per 100 m².

High Traffic Reinstatement Blend (spring or summer application)

80% Arctic Perennial Ryegrass
20% Bluechip Kentucky Bluegrass

Application rate: 4.5 kg per 100 m².

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

SECTION 3 – GENERAL REQUIREMENTS

**APPENDIX 3-A
MATERIAL STANDARD GUIDELINE (continued)**

9. Nursery Sod

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

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

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

Broken, dry or discoloured pieces shall be rejected.

10. Plant Material

▪ **Annuals**

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

▪ **Bulbs**

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

Fertilizer for annuals:

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

Application rate: 1 kg per 10 square metres.

Fungicide:

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

▪ **Perennials**

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

▪ **Shrubs & Ground Cover**

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

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

▪ **Trees**

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

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

11. Mulch

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

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

SECTION 3 – GENERAL REQUIREMENTS

APPENDIX 3-A MATERIAL STANDARD GUIDELINE (continued)

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

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

Composition: pellets or flakes

Container: 20 kg bags

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

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

13. Winter Road Salt (Typical highway road salt)

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

14. Roadway Granules (Winter Grit)

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

15. Garbage Bags

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

16. Park Furniture Paint Codes

Core park benches:

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

Other furniture:

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

Planters – Wood:

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.0 Introduction

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

TABLE 4.0

SITE – MAINTENANCE SERVICES AND QUALITY STANDARDS

Site ▶ Activity ▼	1) Cliff Heating Plant	2) Confederation Building	3) Conference Centre	4) Connaught Building	5) East Memorial Building	6) Fleet Street Parking Lot	7) Justice Building	8) Langevin Block	9) Library and Archives Canada	10) Parliament Hill	11) Parliament Hill Parking 850	12) Sparks Street Post Office	13) Supreme Court of Canada	14) Wellington Street Park	15) West Memorial Building	16) 90 Wellington Street
Turf	B/ C	B	B	B	B	B	B		B	A	B		B	B	B	
Trees and Shrubs	B	B	B	B	B	B	B		B	A	B		B	B	B	B
Annuals, bulbs & perennials		A	A						A	A			A	A	A	
Non-desirable vegetation/ nests/small animals	B	A	A	A	A	B	A	A	A	A	A	B	A	A	A	
Roadways/parking lots/ walkways/pathways/sidewalks/ trails (limited services)	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Lighting & Electrical Systems (limited services)			B	B		B							B	B		B
Drainage systems(limited services)																
Plumbing, irrigation & water systems (limited services)			B							B						
NCC furniture only		B		B	B		B	B	B	B			B	B		
Snow & ice control	B	B	B	B	B	B	B	B	B	B	B	B	B		B	B
Waste/Recycling/Cleaning Operations	B	A	A	A	B	B	A	A	A	A	B	B	A	A	B	B

Notes

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.1 Format

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

Type 1

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

Type 2

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

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

4.2 Work Standards

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

4.3 Landscape Maintenance

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

* Naturalized lands.

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.1.2 WATERING			
Class A	Class B	Class C	Class N
Daily, 4.5 cm per watering in spring, summer and fall for all sites equipped with irrigation System. Watering frequency and duration is to be adjusted in order to optimize and encourage growth and deep rooting. Weather, soil types and the nature of activities taking place on the turf will have an effect on watering schedules.	Daily, 4.5 cm per watering in spring, summer and fall for all sites equipped with irrigation System.	None.	None.

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

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

Note

- **The sub-activities 4.3.1.5 Fertilizing and 4.3.1.6 Aerating are not required for the following sites: Cliff Heating Plant, Fleet Street Parking Lot, Library and Archives Canada, Parliament Hill Parking 850 and all other sites without turf standard.**

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.1.5 FERTILIZING			
Class A	Class B	Class C	Class N
3 times annually: in spring (early May), summer (mid-June) and fall (mid-Sept.).	2 times annually: in spring (mid-May) and summer (mid-August).	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. <u>CMO must be informed before proceeding with fertilization.</u> 2. Take soil test before first fertilization in spring to confirm fertilizer requirements. Refer to Appendix 3-A Number 4 for fertilizer formulation ratio, etc. 			

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.3.2 TREES/SHRUBS DECIDUOUS/CONIFEROUS

Includes all trees/shrubs located within the boundaries of this Contract. The Contractor shall perform the following tasks:

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

Note

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

For all Classes: Stump removal is excluded from this Contract.

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

* Naturalized lands.

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.1 PRUNING/TRIMMING

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

*All pruning to be performed by certified arborists and in accordance with arboriculture practices (International Society of Arboriculture). Exceptions will be accepted to allow for lifting/clearance of branches for maintenance requirements. Exceptions will be on a limited basis and the work shall be performed by personnel who are familiar with ISA Best Management Practices for tree pruning. These operations must be approved in advance by CMO and will be limited to providing safe access to maintenance as well as clearance around PWGSC assets (i.e. pathways, sidewalks). Refer to clearances specified in special requirements (1, 2 and 3).

2. **Time Frame:** The Contractor must perform all pruning/trimming activities within a time frame which is appropriate given the nature of the risk each specific shrub/tree represents. Branches, trees/shrubs which represent an obvious and immediate danger to persons or property must be secured immediately and pruned/trimmed within 24 hours.
3. **Structural and Aesthetical Pruning:** PWGSC will be responsible exclusively for structural and aesthetical pruning/trimming activities. Those activities are related to the appearance, the aesthetic of a woody plant (tree, shrub) and to the development of a structurally sound branch system. This includes crown/canopy thinning, directional or formative pruning, creation of new vista, crown reduction and cabling installation and removal.

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

SPECIAL REQUIREMENTS

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

4.3.2.2 BED/SAUCER CULTIVATING & EDGING

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Class A	Class B	Class C	Class N
Twice monthly in spring, summer and fall and/or as required.	Twice monthly in spring, summer and fall.	None.	None.
SPECIAL REQUIREMENTS			
1. Clean up and remove all debris from site after each work day and before moving to another site.			

4.3.2.3 REMOVAL FOLLOWING NCC APPROVAL

Tree Removal: The Contractor is responsible for performing tree/shrub removal as directed by CMO (whether required due to the tree/shrub’s normal aging/evolution, the elements, a disease or an accident) of any tree/shrub within the boundaries of this Contract which is dead, decaying, is likely to fall and/or is otherwise dangerous. However, the Contractor will not be required to remove trees/shrubs which are dead, decaying or likely to fall which are located in a forested area provided that they do not constitute a safety hazard (e.g. are far enough from circulation corridors, recreational infrastructures and neighbouring sites that, if/when they fall, said corridors, infrastructures and neighbouring sites will not be affected). The Contractor is not responsible for stump removal but must ensure that all trees are cut as close to ground level as possible and that any stump left behind does not represent a tripping hazard.

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

Class A	Class B	Class C	Class N
Removal of any tree as required and immediately for safety/emergency.	Removal of any tree as required and immediately for safety/emergency.	Removal of any tree as required and immediately for safety/emergency.	Removal of any dead or dying tree as required and immediately for safety/emergency.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Clean up and remove all debris from site after each work day and before moving to another site. Disposal of diseased trees must be in accordance with all federal, provincial and municipal regulations in this matter. Prior consent from NCC is mandatory before removing any trees/shrubs deciduous/coniferous. Notwithstanding the above, in case of emergency situations, the Contractor must take all appropriate actions to secure the site immediately, including tree removal. 			

4.3.2.4 WINTER PROTECTION

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

4.3.2.5 TREE PROTECTION

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

4.3.2.6 MULCHING			
Class A	Class B	Class C	Class N
Weed twice monthly and/or as required (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	Weed twice monthly (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	No mulching.	No mulching.
SPECIAL REQUIREMENTS			
1. Apply/spread Canada No. 1 fine cedar mulch (see 4.8.1.4.1 for details). For quantity refer to 4.8.1.4.1.			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

* Naturalized lands.

Definitions:

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

** : The circumference (C) is measured by wrapping a tape or a string around the widest part of the bulb.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3.4 CULTIVATING, EDGING & HAND WEEDING			
Class A	Class B	Class C	Class N
Weekly.	Twice monthly.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Bed edges are cut to the full depth of an edging iron (10 cm depth), at a 90° angle. 2. Clean up and remove all debris from site after each work day. 			

4.3.3.5 DEADHEADING, PINCHING & ROGUING			
Class A	Class B	Class C	Class N
Annuals: daily during bloom; once following bloom. Perennials: once following bloom.	Annuals: weekly during bloom; once following bloom. Perennials: once following bloom.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Tulips that remain in the bed for a second year are to have the flowers removed immediately following bloom to avoid formation of seed heads. 2. Remove debris from site after each bed is completed or daily if bed is not completed. 			

4.3.3.6 WINTER PROTECTION			
Class A	Class B	Class C	Class N
Installation: fall. Removal: spring.	Installation: fall. Removal: spring.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Install green wooden snow fencing around perimeter of floral beds and planters as directed by CMO. Sides close to roads to be covered with protective cloth. Fence and protective cloth to be approved by the NCC (other protective measures may be required by CMO). 			

4.3.3.7 PLANT DIVISION – PERENNIALS			
Class A	Class B	Class C	Class N
Annually and/or when plants begin crowding. Relocate divided plants as directed by the CMO.	Annually and/or when plants begin crowding. Relocate divided plants as directed by the CMO.	None.	None.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.3.4 NON-DESIRABLE VEGETATION/NESTS/SMALL ANIMALS

Includes the removal of non-desirable vegetation (including all species of noxious weeds), nests and small animals on all lands within the boundaries of this Contract.

Class A	Class B	Class C	Class N*
Inspect weekly and remove as required.	Inspect monthly and remove as required.	Remove as required.	Remove as required.

SPECIAL REQUIREMENTS

Non-desirable Vegetation

1. All chemical applications (see 3.18) are to be in accordance with the provincial regulations of the Ontario Ministry of the Environment or Environnement Quebec. Use only products registered by Agriculture Canada under the *Pest Control Products Act*.
2. Consult with the CMO to select the appropriate control method and optimum time of application as per recommendations of the Ministry of Agriculture.
3. Remove all species of noxious weeds (e.g. including, but not limited to, poison ivy, dog strangling vine, wild parsnip, giant hogweed, etc.) on lands close to pathways, parkways, high profile and high use areas, close to private properties or near boundaries and/or fence lines.
4. Write all pertinent information on the pesticide application record and keep the NCC informed (see 6.1.14 and Appendix 6-H).
5. All dried plant material to be cut and the surroundings kept clean.

Nests/Small Animals

6. Remove all bee, wasp and hornet nests posing a risk to the public. Remove all bird nests on lighting fixtures and Components.
7. Capture and remove any small animals (groundhogs) causing property damage (see 3.21).
8. Alternative methods (must be approved by CMO) can be used to control/manage non desirable animals (e.g. application of coyote urine and/or specialized baits). The NCC will supply specialized material except for live traps. The Contractor will provide equipment and labour.

* Naturalized lands.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4 Civil Maintenance

The Contractor shall provide all inspection services as detailed in section 4.4 herein and limited civil Maintenance services to some exterior assets included in the Contract. PWGSC shall be responsible for the remaining civil Maintenance work not assigned to the Contractor.

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

The Contractor **must keep a log book** of all Civil Maintenance works related to civil assets on the lands which are subject to this Contract. (See 3.5.1.1 and 6.1.17 and 2.7.3).

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY 4.4.1 ROADWAYS, PARKING LOTS, WALKWAYS, PATHWAYS, SIDEWALKS, STEPS, TRAILS AND WALLS
Class B
All Surfaces
<ul style="list-style-type: none">▪ Provide regular sweeping, flushing and blowing of surfaces (see 4.6.1.4 – Waste/Recycling/Cleaning Operations);▪ Remove/prune any encroaching vegetation (on curb, between curb and asphalt: (i) 1.5 m width on each side of all roadways and parking lots; (ii) 5 m over all roadways and parking lots; 1.5 m width on each side and 3 m over all walkways, pathways, sidewalks, steps and trails); see 4.3.2.1 Pruning/Trimming;▪ Remove any hazards including fallen trees/shrubs or branches;▪ Provide accident clean-up (e.g. remove and dispose of pieces of vehicles and debris; sweeping; removal of spilled fluids, etc.);▪ Remove and dispose of all debris from the site after each work day and/or before moving to another site;▪ Ensure a smooth surface transition onto all bridges and ensure that appropriate actions are taken to achieve this goal;▪ In case of toxic spill, see article 6.1.8;▪ Redefine edges of hard surfaces through the removal of encroaching vegetation;▪ Report deficiencies (using occurrence report with pictures – see Appendix 6-F) as required. Annual summary of deficiencies is required as part of the Annual Capital Work Assessment Report (see 6.1.7).
Asphalt Surfaces (with the exception of pothole/sinkhole repairs, all other repairs to asphalt surfaces are excluded from Contract – see 1.4.2)
<ul style="list-style-type: none">▪ Inspect daily, report and secure immediately as required any deficiencies (e.g. bumps, cracking, culvert and ditch problems, drainage problems, erosion, flushing, manhole and catch basins problems, pavement edge breaks, rutting, rippling and shoving, slumping, utility trenches, etc.);▪ Provide immediate pothole/sinkhole filling services to ensure safety of users.
Concrete/Masonry Surfaces (curbs, gutters, concrete steps, exposed aggregate, granite sets, pavers, interlocks, flag stones, cobblestones, patio stones, etc.)
<ul style="list-style-type: none">▪ Inspect, report and secure as required any deficiencies (e.g. spalling or scaling areas, chipped or broken pieces longer than 8 cm, vertical or lateral settlement between slabs, joints larger than 3 mm in width, masonry units with surface damage, distortions in height/depth over a distance of 3 m, etc.);▪ Provide immediate securing of area for any emergency situation, taking reasonable measures to protect users, alerting users’ attention to the deficiency or by preventing access to the area.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.1 ROADWAYS, PARKING LOTS, WALKWAYS, PATHWAYS, SIDEWALKS, STEPS, TRAILS AND WALLS (continued)
Class B
<p style="text-align: center;">Gravel/Granular/Stone Dust/Natural/Decorative Surfaces</p> <ul style="list-style-type: none">▪ Inspect and report any deficiencies to the NCC;▪ In the beginning of spring, grade and re-grade, apply new material, compact and correct any soft spots, depressions, etc. (for natural surfaces, ensure uniformity and smoothness; do not apply material unless otherwise specified by the CMO);▪ During the spring, summer and fall seasons, remove/compact loose surface, repair ruts, water ponding and washouts, control dust, remove encroaching vegetative growth, remove any hazard including trees/shrubs, clean/repair ditches and culverts, repair drainage and erosion deficiencies, define edges, repair vandalism, maintain and repair all surfaces;▪ Correct potholes/sinkholes, bumps, depressions or corrugations greater than 1 cm in depth, within 24 hours following notification or following a rain storm;▪ Remove surface rocks greater than the diameter of the surface material. <p style="text-align: center;">Wood Surfaces</p> <ul style="list-style-type: none">▪ Inspect and report as required;▪ Remove weeds or grass growth between pieces;▪ Sand, stain and paint all wood surfaces as required.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL

Class B

Includes all electrical infrastructures identified on the electrical contract maps: Part II Maps.

General

- Ensure proper disposal of hazardous waste (e.g. lamps, globes, etc.) in accordance with government regulations;
- Complete a lighting report twice monthly indicating the inspection date, inspector name, description of deficiency (if it is defective lighting indicate location on a map) and submit the report to the CMO (see Section 6);
- Provide meter reading, as required by the NCC;
- All life safety concerns must be reported to the NCC immediately;
- Provide a yearly visual inspection and evaluation of the physical condition of the electrical Systems and their infrastructure;
- Site lighting:
 - Clean all outdoor lighting;
 - Remove diffusers, lenses, etc.; clean and repair damaged seals;
 - Burned out lights are to be changed within eight (8) hours from the time they are reported;
 - All bulbs, globes and lenses are to be inspected weekly and replaced as required. If problem is not solved with bulb replacement, report to the NCC within 24 hours;
 - Clean lamp enclosure and re-lamp as required;
 - Remove any corrosion, rust spots and loose or flaking paint from surfaces. Prime the exposed surfaces and paint to match existing colour;
 - Paint at least yearly in accordance with mutually agreed priority list;
 - Check all lamp-mounted utility outlets and report to the NCC within 24 hours if damaged:
 - Remove cover;
 - Clean box;
 - Inspect connections;
 - Repair damaged seals.
 - Inspect and replace cracked, broken or vandalized globes. Clean globes inside and outside.
- Power cables:
 - Provide aboveground identification services for any deficient cables;
 - Aboveground cables:
 - Visually inspect cables where visible throughout their run and indicate conditions.

Reference standards

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

Qualifications

- Technicians shall be certified in accordance with ANSI/NETA ETT, *Standard for Certification of Electrical Testing Personnel*. Each on-site crew leader shall hold a current certification, Level III or higher, in electrical testing; and minimum three (3) years of experience in electrical testing, inspection and maintenance;

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Contractor to qualify for and maintain full participation in the Electrical Safety Authority's *Authorized Contractor Program*.

ACTIVITY

4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL (continued)

Class B

Safety

- Observe and enforce construction safety measures required by *Canadian Construction Safety Code*, the *Occupational Health and Safety Act 2000* and municipal statutes and authorities;
- In the event of conflict between any provisions of above authorities, the most stringent provision will apply;
- Ensure electrical equipment is disconnected, isolated, and grounded before carrying out any inspection or Maintenance that represents a safety hazard to personnel.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.3 SYSTEMS – DRAINAGE

Includes catch basins, manholes, underground pipes, sewer grates, ditches, side slopes, embankments, culverts, drainage channels, grate covers, frames, flood gates, inlet/outlets, tiles drains, open ditches, subsurface drains, etc.

Class B

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.4 SYSTEMS – PLUMBING, IRRIGATION AND WATER

Includes the following:

- **plumbing:** decorative fountains (including opening and closing), underground/aboveground water and sewer lines, pumps;
- **irrigation:** pump systems, irrigation controls, lines, irrigation heads (including underground), control panels, etc.
- **In any circumstance, the Contractor must provide services unless he/she can demonstrate to the NCC that the work required is Capital work.**

For all seasonal water systems (4.4.4.1 to 4.4.4.3) the Contractor shall be responsible to activate them as soon as frost is out of ground and ensure shutdown in Fall.

Plumbing

- Inspect in Spring, clean, repair, maintain, replace as required all Components including, but not limited to, pumps (powered by electricity, diesel or gas), intakes, pipes, gaskets, sprinklers, nozzles, valves, valve boxes, wheelmoves, and trickle irrigation systems. Install (including winterizing and protection) and operate plumbing system. For more details on maintenance procedures, see Appendix 4-B;
- Provide immediate repair services for any emergency situation or act of vandalism (notify NCC of any repairs);
- Ensure that all systems and Components including, but not limited to, pumps (powered by electricity, diesel or gas), intakes, pipes, gaskets, sprinklers, nozzles, wheelmoves, pivot systems, and trickle irrigation systems are maintained according to applicable codes, regulations and preventative maintenance programs;
- Provide underground locates of entire system within 24 hours of request (locates valid for 15 days, CMO and Contractor to jointly determine whether locates must be repeated at a given site).

Irrigation (details in Appendix 4-B)

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

Class B

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

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

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

Pipes and lines are properly covered, concealed or buried.

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.4 SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.5 FIXTURES & FURNITURE

General (NCC furniture only)

- Inspect, repair, maintain and replace any furniture;
- Ensure that furniture is clean and free of hazards; remove disfigurement, markings or surface stains;
- Remove any graffiti;
- Paint and stain the entire surface of all NCC furniture requiring painting once each year before July 1st;
- Re-finish and re-paint any blistering, cracking or flaking paint or other protective finishes on any Component;
- Provide, install and takedown new or unused snow fence;
- Level and adjust for height all furniture.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5 Snow and Ice Control

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

4.5.1.1 PREPARATION/DISMANTLING
Class B
Annually before November 1 st .
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 1. Establish areas of responsibility, boundaries and priorities with the NCC; see Part II – GIS maps. 2. Install/remove all snow fencing. 3. Close/open all stairs, staircases, parks, pathways, etc. that are not maintained during winter (install appropriate signs). 4. Paint markings identifying all catch basins and drains, and place markers to warn equipment operators of obstructions, plowing limits or potential hazards. 5. Provide, transport and place all sandboxes (fill and replenish throughout the season).
4.5.1.2 ROADWAYS & PARKING LOTS
Class B
As required for each precipitation, seven (7) days a week.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

SPECIAL REQUIREMENTS

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

4.5.1.3 WALKWAYS, PATHWAYS, SIDEWALKS, STEPS & BUILDING ACCESS

Class B

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

SPECIAL REQUIREMENTS

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

4.5.1.4 FLOOD CONTROL

Class B

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

SPECIAL REQUIREMENTS

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

4.5.1.5 EMERGENCY SERVICES

Class B

As required.

SPECIAL REQUIREMENTS

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6 Waste/Recycling/Cleaning Operations

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS (continued)

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

4.6.1.2 WASTE RECEPTACLES	
Class A	Class B
Waste receptacles are emptied before overflowing.	Waste receptacles are emptied before overflowing.
<p>SPECIAL REQUIREMENTS</p>	
<p>1. Garbage bags to be black, brown or green in colour. 2. Remove immediately (not at the end of the day) garbage bags from site once they are out of basket. 3. Wipe clean the exterior of each waste container at least once a week and clean interior monthly.</p>	

4.6.1.3 OUTDOOR FURNITURE	
Class A	Class B
Inspect/clean daily in spring, summer and fall and clean as required year round.	Inspect/clean daily in spring, summer and fall and clean as required year round.
<p>SPECIAL REQUIREMENTS</p>	
<p>1. Inspect outdoor fixtures and furniture for dirt, stains and animal excrement. 2. Wash all soiled surfaces with a detergent and water solution. Rinse with clear water. Wipe off excess water with a clean, dry cloth (not to be washed with high pressure system, unless approved by the CMO).</p>	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS (continued)

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS (continued)

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7 Special Site Requirements

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

Note

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

4.7.1 Cliff Heating Plant

Landscape Maintenance

- Cut plant material (grass, weeds, etc.) on the roof of the heating plant as per turf cutting standard Class “C”.

Notes

- The Contractor is to make prior arrangements with the building manager to obtain access to the roof of the heating plant;
- The Contractor is to make prior arrangements to access the site on weekends and after hours (maintenance year round). NCC to initiate access authorization.

4.7.2 Confederation Building

General

- Maintain the child’s play area at the rear of the building (landscape Maintenance, Snow and Ice Control and Waste/Recycling/Cleaning Operations only; Contractor not responsible for Civil Maintenance except for NCC assets (i.e. waste basket, bench, salt box)).

Snow and Ice Control

- Spread sand all around play structures (including turf area that is compacted with snow and ice) to prevent any safety hazard.

4.7.3 Conference Centre

Civil Maintenance

- Provide (fabricate), install (fall), remove and store (spring and summer) and maintain a wooden protective box which is required to cover the brass sculpture located at the centre of the fountain;
- Maintain (clean, repair, replace Components, open and close) the complete decorative fountain system (pumps, lines, nozzle, etc.);
- The Contractor is responsible to maintain the 9 lights shown on the North side of the building in conformity with the following clauses:

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Annual Maintenance Program

- Visual inspection and evaluation of the physical condition of the electrical systems and their infrastructure;
- Ensure that all electrical components are in good working order; meet all applicable codes and standards and ensure public safety at all times. This includes mechanical operating mechanisms, alignment and lubrication;
- Undertake all necessary repairs to restore components to a suitable condition:
 - Replacement of electrical components (over \$500.00 per unit) that are beyond repair and that the fault is not due to lack of regular Maintenance will be the responsibility of the NCC (see bullet point directly below for exception). All other repairs shall be done within this Maintenance Contract;
 - All components being replaced that are under \$500.00 per unit (taxes and labour not included) shall be the responsibility of the Contractor.
- Remove any corrosion, rust spots and loose or flaking paint from surfaces. Prime the exposed surfaces and paint to match existing colour;
- Cleaning including vacuuming, blowing, brushing, and wiping using appropriate solvents for the removal of dust and dirt;
- Inspect and clean all outdoor lighting;
- Remove connection box cover:
 - clean box;
 - inspect connections and repair;
 - repair damaged seals.
- Remove diffusers, lenses, etc.; clean and repair damaged seals;
- Clean lamp enclosure and re-lamp as required;
- Paint at least yearly in accordance with mutually agreed priority list;
- Check all lamp-mounted utility outlets and replace if damaged;
- Inspect and replace cracked, broken or vandalized globes. Clean globes inside and outside.

Reports

- Submit a maintenance activity report, containing results and conditions found for each electrical point. All reports shall be received at the NCC no later than June 1st of each year;
- For items not under the responsibility of the Contractor as part of the Contract, submit an itemized breakdown for recommended repair or corrective maintenance procedures;
- Photographs shall be mounted on background sheets c/w labels.

Notes

- Main water valves for decorative fountain are located inside building;
- Water source is located in the building – NCC to initiate access authorization.

4.7.4 Connaught Building

Landscape Maintenance

- Trim and hedge shrubs along Mackenzie Street.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Snow and Ice Control

- Use “Wisemelt” only as de-icing material at this location (see appendix 3-A for details).

4.7.5 Fleet Street Parking Lot

General

- Report immediately to the CMO any vandalism and/or graffiti (all assets with the exception of lights are not the Contractor’s responsibility at this location).

Snow and Ice Control

- Remove snow and ice on the vehicular and pedestrian entrances to the storage building (located at end of Fleet Street) and outside the gates to the heating plant. Maintain the main road (Fleet Street) to the heating plant, 7 days a week, as required;
- Remove snow and ice up to and around the emergency service station.

4.7.6 Langevin Block

Snow and Ice Control

- Keep only one salt box on site (to be situated at rear of building, close to guard station entrance and locked at all times);
- Keep the rear courtyard lane way clear of snow and ice 7 days a week (no banking or stockpiling of snow at this site; removal of any snow and ice completed prior to 7 am on the same day of the storm or on an ongoing basis for storms continuing during the day);
- Remove any snow and ice that has fallen or was knocked off from the roof (courtyard only).
- Clear, maintain roadway snow bank, and clear, maintain and de-ice sidewalk, 7 days a week; clear snow and ice on a continuous basis, from the beginning of, and to the end of, a storm;
- Snow clearing and de-icing operations are to be performed in a way to ensure that authorized vehicles are capable of parking, picking up and dropping off passengers in a safe and unrestricted manner;
- Clear snow and ice right up to, around, alongside, extending out to, etc., from the Langevin Building;
- Clear any snow and ice from roadway and sidewalk, resulting from building roof clearing operations (the actual removal of snow from roofs is not the Contractor’s responsibility, but the snow left on the ground is);
- Banking, windrows or stockpiling of snow and ice are to be plowed southwards to the end of the loading lane immediately;
- Snow plowed to the end of the lane is not to spill onto sidewalk or the circulation lane, at any time.

Waste/Recycling/Cleaning Operations

- Remove all debris, litter, leaves, waste which have fallen into all drains and window wells along Wellington Street.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7.7 Library and Archives Canada

Snow and Ice Control

- Clear the walkway located in the centre of the terrace and at the rear of the building (minimum clearance 6 feet wide);
- Clear the stairs (including under the handrail) located on the Northeast side of the building (minimum clearance 6 feet wide);
- Clear full width the stairs on the north side of the building terrace and leading to the Fleet Street parking lot.

Notes

- Canadian flags and poles located at the Northeast corner of the building are not included in this Contract;
- Decorative fountain, statue and furniture, in the front forecourt, are the responsibility of PWGSC.

4.7.8 Parliament Hill

Parliament Hill is completely open to the public year round and also plays host to a variety of events and a multitude of demonstrations and protests (e.g., press conferences, national TV broadcasts). This heavily used site is to be consistently maintained at the highest quality standards. It is the most prestigious site in the National Capital Region. The Contractor shall manage a variety of Maintenance activities at this site and respond quickly and proactively to ever changing priorities.

All the Contractor's employees (including subcontractors) working on Parliament Hill shall obtain a site specific security clearance level. The Contractor shall also obtain a security access pass required for each vehicle used for providing services on Parliament Hill.

The Contractor shall provide on a year round and 7 day per week basis the following additional services:

MAINTENANCE (GENERAL)

Landscape Maintenance

- Sod all bare spots, dead, yellow and damaged areas larger than 1 square yard in size (sodding is required in spring along **all** roadways, sidewalks and parking lots; sodding must be completed as soon as possible in spring (by mid-April); if sod is not available in the local area, it must be purchased where available in the Southern Ontario region, and if required by the NCC, the NCC will pay the incremental cost of sod from the Southern Ontario region);
- Ensure that Parliament Hill and surrounding area have minimal weeds by implementing an aggressive eradication program mainly consisting of manual, mechanical or organic controls (organic methods to be used in extreme conditions only and when approved by the NCC). No pesticides are used on Parliament Hill;
- Trim and hedge shrubs located throughout the site.

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Note

- Spring clean-up is to be completed as early as possible in the season (mid-April); generally this site is done before any other.

Civil Maintenance

- Ensure that any downed signs, sign posts, poles, t-bars, etc. are picked up and transported to PWGSC depot, located within the Parliamentary Precinct;
- Maintain/tighten/straighten/reinstall/remove/transport/store white rope and stanchions which are installed at the beginning of the season and removed at the end of the season by PWGSC;
- Maintain (clean, repair, replace components, open/close, etc.) the complete irrigation system which includes pumps and station (this system uses non potable water supplied from a pump station located under Sapper’s Bridge).

Snow and Ice Control

- General
 - Maintain roadways, parking lots, sidewalks, stairs, entrances 7 days a week, 24 hours a day (snow clearing and de-icing operations are to be performed in a way to ensure that vehicles – police and security vehicles, shuttle buses and other authorized vehicles – are capable of moving about in a safe and unrestricted manner on the Hill);
 - Clear and remove snow and ice right up to, around, under, alongside, extending out to, etc. for any demonstration/activity/protest, scheduled or not, that is held in/on any part of Parliament Hill;
 - Move, remove and/or replace barricades (or other types of crowd control devices), baskets, benches and/or any infrastructure, that are placed in/on an area impacting on Snow and Ice Control operations;
 - Clear and remove any snow and ice from all roadways, parking lots and sidewalks resulting from building roof clearing operations (the actual removal of snow from roofs is not the Contractor’s responsibility at this location but the snow left on the ground is);
 - Use a teflon/neoprene coating material on all equipment blades/cutting edges used for plowing sidewalks made of granite elements.
- Roadways and Parking Lots
 - Clear and remove all snow and ice on a continuous basis from the beginning to the end of a storm (banking, windrows or stockpiling of snow and ice are to be removed on roadways and parking lots as quickly as possible). No dumping or blowing of snow and ice onto escarpment or turf areas;
 - Apply appropriate type and amount of de-icing material to ensure that surfaces are cleared of snow and are safe for vehicles and pedestrians.
- Sidewalks/Stairs/Entrances
 - Clear and remove all snow and ice on a continuous basis from the beginning to the end of a storm (banking, windrows or stockpiling of snow and ice are to be

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- removed on sidewalks and entrances as quickly as possible). No dumping or blowing of snow and ice onto escarpment or turf areas;
- Use type of de-icing material for sidewalks as per appendix 3-A, #12 no salt to be used on sidewalks/stairs/entrances unless agreed to by the NCC;
 - Provide back-up alarms on all equipment plowing sidewalks;
 - Maintain access to statues/memorials on roadways, parking lots and walkways as per Class “B” standard; where access to statues/memorials is across a turf area, the following applies:
 - frequency: Class “B” standard;
 - service: Class “B” standard;
 - procedure: leave approximately 15 cm of packed snow to protect turf; use sand only to eliminate slippery condition;
 - Apply appropriate type and amount of de-icing material to ensure that surfaces are cleared of snow and are safe for pedestrians.
 - Centre Block
 - Provide a designated employee and remove snow and ice on a continuous basis during any snowfall. This building has many high priority entrances (Prime Minister’s, Speaker of the House, Senate and House of Commons) and many loading docks. The objective of the designated employee is to continuously maintain snow and ice operations in order to eliminate (minimize) the use/requirement for de-icing material. The priority area is located between the east and west visitor entrances (including main entrance under the Peace Tower), which includes stairs, walks and road surface between the bollards on both sides of the Peace Tower.
 - RCMP Security Access Screening Compound
 - Provide SNIC services on a continuous basis (24 hours a day, 7 days a week) to ensure a safe and clear passage for all vehicles, pedestrians and equipment that are obligated to pass through the security access screening compound. This compound consists of a roadway, parking areas, trailer as well as portable washroom facilities and is located at the Bank Street entrance.

Waste/Recycling/Cleaning Operations

- Clean-up site 7 days a week, 24 hours a day, winter/summer year round;
- Provide clean-up services (including cigarette butts and animal waste) on a continual basis, from 7:00 am to 9:00 pm daily;
- Clean all entrances of the Centre and East Blocks of any litter (including but not limited to cigarette butts) 3 times a day, at 7:00 am, 11:00 am and 2:00 pm, 7 days a week;
- Monitor waste baskets on a continuous basis from 7:00 am to 9:00 pm. Waste baskets to be emptied continuously during the day before overflowing or as directed by the CMO for security reasons. All containers to be emptied once again at the end of each day (up until 9:00 pm);
- Empty ashtrays daily or more often if required, and clean on Tuesday and Thursday (cleaning to be thorough and complete);
- Clean (wash) waste baskets and benches as often as required and/or as directed by the CMO;

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Pressure wash sidewalks, stairs and other hard surfaces as often as required by the CMO;
- Remove/clean any third party litter (see 4.6.1.1) and dispose of all said litter;
- Be responsible for any litter (see 4.6.1.1) that is left after any demonstration/activity/protest, scheduled or not, that was held in/on any part of Parliament Hill (there are approximately 20 demonstrations and/or events per month, which are of varying size);
- Move, remove and/or replace barricades (or other types of crowd control devices), baskets, benches and/or any infrastructures, that are placed in/on an area impacting on litter operations;
- Remove any wreaths that are left onsite 48 hours after their placements;
- Pick up garbage bags placed outside of public washrooms and dispose of said bags.

MAINTENANCE (RELATED TO EVENTS) See also 5.1 for events, including Canada Day

Landscape Maintenance

- Provide all regular Landscape Maintenance activities as indicated in sections 3 and 4 of the Contract for the duration (set-up and takedown included) of any event which occupies areas of Parliament Hill for longer than 24 hours;
- Supply all equipment, connect and operate a replacement irrigation watering system in case the regular irrigation system of the site is inoperable due to the presentation of an event (hoses may be run from Quick Valve Couplers (QVC's or buckners) and shall not present a hazard to pedestrians or vehicles);
- Perform all Landscape Maintenance and/or Rehabilitation work required to correct any third party damage;
- Displace and reinstate any event equipment (barricades, baskets, benches) or any other type of device that impact Maintenance operations;
- After Canada Day event, aerate and fertilize the complete turf section where the event took place. The work must be completed 4 days following dismantling and cleaning after event, depending on weather conditions. **The Contractor shall inform the CMO of his/her operating schedule prior to undertaking this work and also obtain approval for fertilizer mix;**
- **After Canada Day event, sod all damaged areas. See 3.29.**

Civil Maintenance

- Supply, pick up, deliver, place, remove, return and store assets such as, but not limited to, benches, baskets, tables and waste baskets for any outdoor event or activity presented by the staff at Parliament Hill, e.g. United Way, luncheons, barbecues, etc.

Waste/Recycling/Cleaning Operations

- Provide litter clean-up before, during and following each event (volume of litter to pick up increases significantly during events);
- Pressure wash hard surfaces following each event.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

MAINTENANCE (RELATED TO SUB-SITES)

East Block Courtyard

- Remove all material growing in cracks or edges of hard surfaces;
- Maintain plant material (vines not allowed to grow onto or cover windows, doors, air vents, exhaust vents, etc.; remove/eradicate vines immediately upon observation).

Notes

- If courtyard is locked, access can be obtained by using intercom system mounted outside of gate;
- Maintenance activities that create noise or produce odours (i.e. exhaust fumes, etc.) are to be completed before 8 am or performed after 5 pm (seven days a week).

Escarpment

- Remove visible garbage (each summer (early in the season) and fall) that is easily accessible with a safety harness (not requiring other specialized equipment);
- Remove large amounts of garbage (illegal dumping) within 48 hours of reporting;
- Hedge all plant material behind the Centre Block, the Northwest corner to Northeast corner when visibility is obstructed (a clear vista must be maintained for public viewing. The height of the plant material must not exceed the top of the wrought iron fence/rail);
- Prune/remove plant material for public safety reasons along the periphery of roads, parking lots, sidewalks and stairways that meet or cut through the escarpment (NCC to approve pruning/removal);
- Report immediately any suspected insect infestations or disease.

MAINTENANCE (RELATED TO SPECIAL PROGRAMS)

Changing of the Guard Ceremony

- Cut East and West Lawns three times a week (on Monday, Wednesday and Friday) and **only after** the Changing of the Guard Ceremony, not before (mowing schedule may be modified and/or adjusted occasionally as required).

Note

- The Changing of the Guard Ceremony takes place daily from 10:00 am to 11:00 am on the Main West Lawn, which is in front of the Centre Block, west of the Main Walk. On occasion, this ceremony will be moved to the East Main Lawn; program runs from the third week of June to the third week of August; no Equipment is to be operated on site while the ceremony is in progress.

Notes (General)

- Advance notice of visible work such as, but not limited to, digging with machinery, large scale sodding and tree removal, is to be forwarded to the NCC seven working days before starting work. This notice is for works/projects that are not part of the Contractor's basic day-to-day responsibilities;

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- No onsite storage of any kind (Equipment, tools, material, fuels, storage containers, etc.) shall be permitted without the prior approval of the CMO (keys for all locked onsite storage container shall be supplied by the Contractor to the CMO).

4.7.9 Parliament Hill Parking 850

Snow and Ice Control

- Delineate (with snow fence) areas close to assets and where stockpiling is permitted (stockpiling areas requiring snow fence to be determined by the CMO).

4.7.10 Supreme Court of Canada

General

- Maintain the park located behind the building.

Snow and Ice Control

- Close the park after the first major snowfall. Note: Fire exit egress path must be maintained;
- Do not bank or stockpile any snow and ice on site;
- Remove on a continuous basis any snow and ice from the start and until the end of any storm.
- Limited access to side and rear terrace. Small tractors or plow equipped pickups are preferred. Selected equipment subject to NCC approval.

4.7.11 90 Wellington Street

For this site, the following standards shall apply:

Snow and Ice Control

- Remove snow and ice daily by 7 a.m.;
- Remove snow and ice continuously during a daytime snowfall;
- Maximum allowable accumulation of snow, at any time, is 4 cm;
- Ice to be managed at all times to ensure continuous safe use and passage;
- Snow to be stored along the eastern edge, filling in stairs;
- Stockpile to be removed when it reaches 1.0 metre high and/or wide;
- Provide barricades to be used to close the stairs on the east side when no snow banks are present (PWGSC does not have any barricades);
- Rock salt and road grit to be the de-icers; remove excessive de-icing materials daily;
- Final snow bank/stockpile removal at the end of winter season, when temperatures are forecasted to be consistently above zero degrees.

Spring clean-up

Waste Operations

- Collect daily, 7 days a week;
- Hazardous/contaminated items to be removed immediately and/or within 1 hour of notification;

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- Surfaces to be swept daily and/or as required;
- Stains to be removed as required.

Landscape Maintenance

- Immediately secure/barricade area in case of hazard;
- Remove all leaves only once, when they have all fallen to the ground.

Limited Civil Maintenance (Electrical)

- Inspect lights weekly;
- Replace burnt bulbs within 12 hours after inspection and/or notification;
- Immediately secure/barricade area in case of hazard;
- Clean the light globes twice a year (spring and fall);
- Replace broken light globes within 24 hours after inspection and/or notification.

4.8 Special Maintenance Programs

4.8.1 Floral Program (see 4.3.3) (bulbs, annuals and perennials in turf areas and naturalized fields)

4.8.1.1 General Requirements

The Contractor shall be required to implement a floral program in accordance with NCC Landscapes and Design specifications (see 1.4.2). The Contractor shall provide at his/her own expense all plant material, transportation, soil preparation, planting, Maintenance, fall removal and installation of winter protection. All plants purchased by the Contractor shall be in accordance with all standards as set out in the Canadian Nursery Trades Association, seventh edition, Canadian Standards for Nursery Stock as well as the annual and bulb specification requirements (see Appendix 4-A). The Contractor acknowledges that the NCC may at its sole discretion decide to inspect in advance at the greenhouse all plant material that has been ordered by the Contractor. The Contractor shall replace at his/her own expense any plant material that has been deemed unsuitable by the NCC.

4.8.1.2 Detailed Requirements

The Contractor shall provide all services related to the Floral Program as indicated in this section (4.8.1.2), in section 4.3.3 and in Appendix 4-A (1 and 2). The Floral Program consists of:

- Annuals in beds¹ (no planters, boxes, turf areas or fields) – approximately 7,000 plants annually;
- Tulips in beds¹, turf areas and fields – Contractor’s annual responsibilities:
 - Purchase and maintain approximately 45,000 new tulip bulbs.
- Bulbs and perennials in turf, bed areas and fields (to be maintained as per 4.3.3).

¹ total bed surface area = 615 sq. m.

Note: The NCC reserves the right to adjust quantities by +/- 5%.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

4.8.1.2.1 Annuals

Beds

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

4.8.1.2.2 Tulips

Tulips

- In fall, plant bulbs (only in beds that require new bulbs);
- In late spring, remove bulbs (only in beds that require new bulbs);
- The NCC shall identify which beds of bulbs are to be removed;
- In early fall, install snow fencing (with burlap) around all beds.

4.8.1.2.3 Bulbs and Perennials

In Beds, Turf Areas and Naturalized Fields

- In late spring and after flowering, cut plant (planting of new material is excluded from Contract);
- In early fall, install snow fencing (with burlap) around all beds.

4.8.1.3 Floral Committee

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

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

4.8.1.4 Additional Requirements

4.8.1.4.1 Mulching

The Contractor shall provide and spread 100 m³ of Canada No. 1 fine cedar mulch per year. The mulch may be used on any type of bed (i.e. shrub beds, etc.) and the NCC shall identify which sites require mulching.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.8.1.4.2 Composting

The Contractor shall spread and mix in 100 m³ of compost per year at his/her own expense (compost material to be provided by the NCC).

Notes

- The Floral program is a highly visible and important program for the NCC. The Contractor shall take all necessary measures to ensure a successful program delivery;
- This service is provided on an annual basis; all plant material to be replaced annually except in designated beds where replacement is every two years; all bulbs, annuals and soil mix must be recycled for compost after their use each year;
- Annuals for each Year of the Term of the Contract are to be ordered by the Contractor in December of each year of the Contract. **Please note that exceptionally the NCC has reserved the total amount of annuals required for the first year of this Contract. The Contractor shall be responsible to communicate with the selected supplier and to make the necessary arrangements for the transportation and payment of these annuals.** Cost related to the purchase of annuals for the first year of the Contract will be communicated to the Contractor by an addendum during the tender process;
- Tulips for each Year of the Contract are to be ordered by the Contractor in August of each year of the Contract;
- The Contractor is to incorporate the cost related to the said purchases into his/her Proposal.

Reconciliation:

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-A(1)
ANNUAL AND BULB SPECIFICATION REQUIREMENTS
 (SAMPLE)

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

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>	<u>Plant name</u>	<u>Spacing (cm Ø)</u>	<u>Quantity of plants</u>	
Conference Centre							
6	Concrete Steps	planting bed	13	A	Colocasia esculenta 'Hawaiian Punch'	As shown	8
				B	Solenostemon scutellarioides 'Freckles'	As shown	15
				C	Salvia farinacea 'Evolution'	40	32
				D	Diascia hybrid 'Flying Colors Coral'	25	80
				E	Iresine herbstii 'Brilliantissima'	As shown	5
				F	Ipomoea batatas 'Sweet Caroline Sweetheart Lime'	As shown	6
7	Long Planter	planting bed	10	A	Colocasia esculenta 'Hawaiian Punch'	As shown	3
				B	Solenostemon scutellarioides 'Freckles'	As shown	6
				C	Salvia farinacea 'Evolution'	40	25
				D	Diascia hybrid 'Flying Colors Coral'	25	64
				E	Iresine herbstii 'Brilliantissima'	As shown	6
				F	Ipomoea batatas 'Sweet Caroline Sweetheart Lime'	As shown	7
8	Tear Drop	planting bed	14	A	Canna x generalis 'Cleopatra'	40	16
				B	Salvia farinacea 'Evolution'	40	34
				C	Diascia hybrid 'Flying Colors Coral' *	25	80
				D	Iresine herbstii 'Brilliantissima'	As shown	6
				E	Ipomoea batatas 'Sweet Caroline Sweetheart Lime'	As shown	6

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-A (1) (SAMPLE) (continued)

Parliament Hill							
9	Main Bed	planting bed	337	A	Salvia viridis 'White Swan'	30	1,290
				A	Salvia farinacea 'SallyFun Snow White'	30	1,290
				B	Pelargonium hybrid 'Timeless Fire'	30	640
				B	Salvia splendens 'Vista Red'	25	920
10	Peace Tower	planting bed	90	A	Amaranthus 'Molten Fire'	40	92
				A	Pennisetum setaceum 'Fireworks'	50	60
				B	Pentas lanceolata 'Butterfly White'	30	186
				B	Salvia farinacea 'Evolution White'	30	186
				C	Pelargonium hybrid 'Timeless Fire'	30	144
				C	Salvia splendens 'Vista Red'	25	208
11	Queen Victoria Bed - <i>Under Construction 2016</i>	planting bed	40				
Wellington Park							
12	Round Bed	planting bed	72	A	Canna 'B Marley'	45	20
				B	Solenostemon scutellarioides 'ColorBlaze LifeLime'	45	50
				C	Impatiens x hybrida hort 'Sunpatiens Spreading Corona'	35	135
				C	Impatiens x hybrida hort 'Sunpatiens Spreading Salmon'	35	135
				D	Mecardonia 'Gold Dust'	25	400
13	West Memorial Building	planting bed	6		Salvia splendens 'Flare'	35	25
					Impatiens x hybrida hort 'Sunpatiens Spreading White'	35	25

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
(SAMPLE) (continued)**

National Archives							
14	Main Entrance	planting bed	33		Salvia splendens 'Flare'	35	90
					Salvia patens 'Deep Blue'	35	90
					Impatiens x hybrida hort 'Sunpatiens Spreading White'	35	90

Total Area: 615

Total Plants:

6,475

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (2)
ANNUAL AND BULB SPECIFICATION REQUIREMENTS**

(Sample)

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

Annuals

<u>Item #</u>	<u>Plant name</u>	<u>Quantity of plants</u>	<u>Size/ Format</u>
1	Amaranthus 'Molten Fire'	92	4.5" pots
2	Canna 'B Marley'	20	1 gallon
3	Canna x generalis 'Cleopatra'	16	1 gallon
4	Colocasia esculenta 'Hawaiian Punch'	11	1 gallon
5	Diascia hybrid 'Flying Colors Coral'	144	8.75(3.5")/1801/18
6	Diascia hybrid 'Flying Colors Coral' *	80	8.75(3.5")/1801/18
7	Impatiens x hybrida hort 'Sunpatiens Spreading Corona'	135	8.75(3.5")/1801/18
8	Impatiens x hybrida hort 'Sunpatiens Spreading Salmon'	135	8.75(3.5")/1801/18
9	Impatiens x hybrida hort 'Sunpatiens Spreading White'	115	8.75(3.5")/1801/18
10	Ipomoea batatas 'Sweet Caroline Sweetheart Lime'	19	4.5" pots
11	Iresine herbstii 'Brilliantissima'	17	4.5" pots
12	Mecardonia 'Gold Dust'	400	1 gallon
13	Pelargonium hybrid 'Timeless Fire'	784	4.5" pots
14	Pennisetum setaceum 'Fireworks'	60	1 gallon
15	Pentas lanceolata 'Butterfly White'	186	4.5" pots
16	Salvia farinacea 'Evolution'	91	8.75(3.5")/1801/18
17	Salvia farinacea 'Evolution White'	186	8.75(3.5")/1801/18
18	Salvia farinacea 'SallyFun Snow White'	1290	8.75(3.5")/1801/18
19	Salvia patens 'Deep Blue'	90	8.75(3.5")/1801/18
20	Salvia splendens 'Flare'	115	8.75(3.5")/1801/18
21	Salvia splendens 'Vista Red'	1128	8.75(3.5")/1801/18
22	Salvia viridis 'White Swan'	1290	8.75(3.5")/1801/18
23	Solenostemon scutellarioides 'ColorBlaze LifeLime'	50	4.5" pots
24	Solenostemon scutellarioides 'Freckles'	21	4.5" pots

TOTAL

6,475

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B SYSTEMS – PLUMBING, IRRIGATION AND WATER

Operations and Maintenance

All systems and components to be maintained in accordance with specific manufacturer maintenance manuals.

▪ **Pumps**

The heart of the irrigation system is the pump; it supplies the volume and pressure for the distribution system. Before starting the system in the spring, check the following:

- Check for cracks in the casing due to frost damage
- Ensure the impeller rotates freely
- Ensure proper direction of rotation of pump
- Adjust packing
- Check for worn bearings
- Lubricate pump and check oil levels
- Ensure pump is secured to platform
- Ensure shafts are aligned
- Check condition of belts, chains and couplings
- Check for cavitation and if the pump is starved of water
- At the end of the season, winterize the pump and check the following:
 - Drain the pump
 - Check for worn impeller
 - Check the packaging and replace if brittle
 - Check and lubricate

Power Source – Electrical

- Provide and ensure dry mounting and shelter from weather
- Provide and ensure good ventilation around the motors
- Guard against rodent damage
- Provide and ensure functional safety shut-off devices for overloading, low voltage or excessive heating
- Clear all electrical devices of any debris and dust
- Keep all covers on electrical devices at all times, including when facilities are used for events
- Maintain all electrical connections with proper devices and insulations
- Do not overload circuits by attaching additional loads
- Retain spare fuses in case of system failure and prior to fuse replacement, investigate cause of failure or let a professional investigate the cause and correct the faults
- Spray contacts with electrical contact cleaner
- Tighten electrical wire connecting screws
- Provide any and all additional services as outlined in Electrical Systems standards (see 4.4.2)

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

Winterization

To winterize the motors, the following should be considered:

- Wash and clean the engine and store to protect against weather, rust and corrosion
- Remove battery and store in a charged mode in a dry, warm location
- Replace all the lubricants and their respective filters
- Drain fuel tank to prevent moisture condensation
- Drain engine coolant and install new coolant capable of preventing freezing during the winter months; run engine with new coolant to ensure the coolant is well circulated

▪ **Pipes and Gaskets**

A proper installation would ensure the following provisions have been made:

- Gasketed pipe should be checked to ensure that the gaskets are pliable
- Pipes with cracks or holes should be replaced or repaired
- All portable pipe should be gathered and stored in such a way that moisture does not accumulate in them
- Hydrant valve gaskets should be replaced regularly
- Threaded joints should be checked and retightened
- Check for the proper operation of pressure relief valves, snifter valves and air relief valves
- Mechanical damage to wrapped steel pipe should be repaired with tar and wrapping paper
- Pipes installed with galvanic zinc blocks should be checked to ensure that sufficient zinc is available for the process of galvanic action

▪ **Sprinklers and Nozzles**

A check list for each sprinkler would include the following:

- Check the nozzles for proper size and replace if worn
- Replace bent sprinkler head arms
- Replace worn out springs
- Replace worn nylon bearings or any other defective part. Total head replacement may be necessary

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

▪ **Trickle Irrigation Systems**

To ensure trouble-free operation a more intensive maintenance program would include the following:

- Clean and replace filter cartridges regularly
- On self-cleaning filters check that the system is triggered at the appropriate pressure differentials or time schedules
- Replace sand media in sand filters if stratifications have been disrupted
- Replace all faulty pressure gauges
- Have a certified technician test backflow devices annually
- Test all electric solenoid valves for proper operation
- Replace back-up batteries in controller and set proper time
- At the beginning of the season, shock chlorinate the whole system and then flush all lines
- Check for the proper operation of all emitters after the chlorination treatment, at least annually and more frequently (weekly) if water quality is poor
- At the end of the season, drain the pump, filters, backflow prevention devices, mainlines and laterals
- If chemigation is practiced, ensure proper operation of the injection system
- Periodically calibrate the injector system
- Thoroughly flush the injector system after each use
- Winterize the injectors or injector pumps and thoroughly clean the supply tanks and filters
- Remove and winterize the soil moisture monitoring devices

▪ **Portable Toilet Management**

Site Selection

- Portable toilets should be located away from high-traffic vehicular areas
- Portable toilets must be placed at least 7 metres away from all storm drains and streets
- Portable toilets **MUST NEVER** be sited on top of storm drain inlets or on a street
- Portable toilets shall be placed on a level ground surface that provides unobstructed access to users and servicing pump trucks
- Portable toilets should, wherever possible, be located on grass area and not on, or within 2 metres of, a paved surface such as asphalt, concrete or similar
- If portable toilets must be placed on a paved surface exposed to rainwater or storm water runoff, extra care must be taken during servicing to ensure any wastewater spilled onto the paved surface is thoroughly rinsed and adequately collected so as not to leave any residue. A wet shop vacuum or similar would provide for adequate collection
- As a minimum, portable toilets shall not be located within 30 metres of any water body
- Portable toilet services must respect all universal access codes and regulations regarding installation, location, etc.
- Portable toilets shall be maintained to the same level as Washroom Facility standards.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

Servicing

- Portable toilets must be cleaned and have waste removed at least weekly
- Additional servicing and/or portable toilets may be necessary depending on the volume of use the toilets receive
- Damaged portable toilets must be repaired/replaced immediately
- Rinsing of portable toilets (excluding the inside of portable toilet waste tank) may be completed on site when the following conditions are met:
 1. Rinse water is controlled to prevent it from entering into a storm drain
 2. No more than one (1) gallon of rinse water is used per portable toilet (i.e. low volume high-pressure cleaners, or bucket and rag; no common household hoses)
 3. Rinsing is completed at least 7 metres away from a street or storm drain
 4. When the portable toilet must be located on a paved surface:
 - Any rinse water that comes in contact with the paved surface must be adequately collected
 5. When the portable toilet is located on a non-paved surface:
 - Rinsing should be completed at least 2 metres away from a paved surface
 - Rinsing wastewater is drained to the ground at a rate that allows it to immediately soak into the ground
 - Rinse water generated during the cleaning of portable toilet waste tanks must not be discharged to the ground or to a storm drain and must be retained within the tank
- In the event of a spill or discharge to a storm drain or waterway, implement the Toxic Spills plan immediately and contact NCC at 613-239-5353
- Maintain all portable toilets in good condition to prevent leaks or spills
- Portable toilet wastewater (human waste/ sewage) must never be disposed of on-site
- Properly store and handle chemical materials to prevent any spills or discharges onto the ground or into a storm drain
- Portable toilet wastewater must be removed by a capable servicing company and disposed of in accordance with guidelines

SECTION 5 –EVENTS AND OTHER SERVICES

5.0 Introduction

This section outlines all of the Events and Other Services requirements of the Contract. The objective of this sub-section of the Contract is to ensure that all contact between the contractors, employees and the general public is done in a polite and consistent way. Basic information can be provided, however the public should always be directed to the Capital Infocentre or encouraged to call the NCC Call Centre at 613-239-5000 for more specific information. The Contractor shall provide personnel fluent in both official languages when working directly with the public.

5.1 Events

The Contractor shall be responsible for providing the following services related to the presentation (by the NCC or by third parties) of events.

5.1.1 Canada Day (on Parliament Hill)

GENERAL CONTEXT

Canada Day attracts over 350,000 participants each year. The event takes place on July 1st, usually starts at 9:00 a.m. and ends at approximately 10:00 p.m. with the fireworks display. The main sites for the event are **Parliament Hill**, Major's Hill Park/Nepean Point, Jacques Cartier Park. Over 100 activities are presented during the course of the day.

Requirements for Canada Day on Parliament Hill

The Contractor shall be responsible for providing at his/her own cost the following services for the Canada Day celebrations:

- All Contractor's employees working on site on July 1st must display an ID card (with photo) provided by the NCC. To do so the Contractor shall communicate to the NCC all relevant information for any of its employees working on this date;
- Provide and ensure availability/presence of a supervisor or foreman who shall be responsible for coordinating/supervising the Contractor's own personnel only and for ensuring that all maintenance work as requested by the NCC is completed in a timely fashion;
- Provide coordinates to communicate with supervisor or foreman via cell phone and/or walkie-talkie on July 1st;
- Provide irrigation line locate services for the site; Contractor to also identify on site the location of all irrigation heads;
- Provide all regular maintenance activities (landscape and civil maintenance, Waste/Recycling/Cleaning Operations) for the site as summarized in Table 4.0 and detailed in section 4 of this Contract. The regular maintenance is to be provided prior to, during and after the Canada Day celebrations. These services will be delivered in a complex work environment (i.e. additional event crew, equipment and assets on site and public) and will require significant modifications to the regular operational procedures (i.e. use of a smaller mowing machinery to work around event facilities, use of a water truck instead of the irrigation system to water plant beds, etc.).

SECTION 5 –EVENTS AND OTHER SERVICES

Waste/Recycling/Cleaning Operations

- Pick up waste and empty recycling and waste containers: (approx. 60 additional containers to be provided by the NCC) and compost containers (approx. 10 to be provided by the NCC) on a continuous basis during this event (the Contractor is responsible for any additional waste generated by this event);
- Dispose of waste, recycling and compost collected at a certified facility for each stream;
- When requested, provide the NCC with official data on the destination (facility name, location and type – i.e. waste-to-energy plant, landfill) and the weight of each of the waste streams (garbage, recyclables or compostable) collected from the event site over the duration of the event (set-up, event and dismantling);
- Provide such data as is required for the calculation of the carbon footprint for this event. This includes, but may not be limited to, the fuel consumption of all vehicles and equipment used to fulfill the requirements of this event;
- Coordinate with NCC’s waste audit contractor to ensure samples of garbage, recycling and compost are set aside to be audited;
- Provide additional (including, if needed, a dedicated team) waste stream removal services (i.e. basket emptying and litter pick-up) during set-up, during Canada Day and during the dismantling, approximately from June 10th to July 6th annually (waste removal services to be completed prior to 6:00 a.m. on July 2nd) in accordance with the requirements as indicated in section 4.6 of the Contract; pick up, clean up and dispose of all organic and inorganic waste (solid and/or liquid); install, service and empty additional garbage, recycling and compost barrels provided by the NCC when full and provide required dumpsters for the site (including 1 additional unit of 30 cubic yards);
- Respond to unexpected or urgent site clean-up;
- Provide overnight site clean-up on Parliament Hill;
- Ensure the clean-up and restoration of all sites after the event (Contractor not responsible for damages due to accidents caused by event organizers/personnel). This includes, but is not limited to:
 - Clean-up of the site (litter, nails and screws found on the ground, etc.) after dismantling is completed;
 - Aeration, fertilizing and watering of all turf areas;
 - Tilling, edging and fertilizing of all plant beds;
 - Watering and fertilizing of all trees;
 - Cleaning, washing and water rinsing of all hard surfaces.

Note

- In 5.1.1, the Contractor is not responsible for providing any services directly related to the preparation and presentation of the event (i.e. transportation of event assets and equipment, providing event site staff and heavy equipment, etc.).

5.1.2 Other Events on Parliament Hill

Sound and Lights and Christmas Lights Program launch

- For those activities, the Contractor shall provide all regular maintenance activities (landscape and civil maintenance, Waste/Recycling/Composting/Cleaning

SECTION 5 –EVENTS AND OTHER SERVICES

Operations) for each site as summarized in Table 4.0 and detailed in section 4 of this Contract;

Canada’s 150th Celebrations in 2017

The Contractor may be asked to provide services for three (3) additional major events being produced on NCC lands during the 2017 celebrations. The events will be produced by third parties. The Contractor may be asked to supply additional services for which he will be remunerated (by the NCC and/or the third party) as per the rates, terms and conditions of the Contract.

5.2 Other Services

5.2.1 Intentionally deleted

5.2.2 Services to Public

The Contractor shall:

- Provide personnel fluent in both official languages when working directly with the public such as, but not limited to, operating a parking lot ticket booth;
- Provide basic visitor information when requested by the public and provide information brochures*.

5.2.2.1 Visitor Information, Reception and Orientation

The objective of this sub-section of the Contract is to ensure that all contact between the contractors, employees and the general public is done in a polite and consistent way. Basic information can be provided, however the public should always be directed to the Capital Infocentre or encouraged to call the NCC Call Centre (telephone: 613-239-5000) for more specific information.

The Contractor shall ensure that:

- Contractor employees are knowledgeable of NCC visitor services, programs and activities, can respond to general visitor inquiries and have at hand the reference telephone number of the NCC Call Centre to which they may direct visitors who have more specific questions;
- NCC orientation and information documents and any material are distributed. The Contractor shall refrain from distributing or selling any products without written authorization by the NCC.

* The NCC shall be responsible for preparing and providing the Contractor with visitor brochures and pamphlets – see 1.4.3.

5.2.3 Land Management

The Contractor shall provide the following Land Management Services and respect the requirements indicated below. The Contractor shall:

SECTION 5 –EVENTS AND OTHER SERVICES

- Provide monitoring of all activities and/or events occurring on all lands by reporting non compatible land use, encroachments and infractions on lands managed by the NCC (liaise with Conservation Officers and/or CMO; prepare and submit occurrence report – see Appendix 6-F);
- Report in writing to NCC (within 24 hours of occurrence) any incidence of non-compliance by third parties who have been granted use of the lands by NCC. Intervene immediately and inform third parties when their actions pose a danger;
- Abide by NCC land management plans, principles, policies and regulations by respecting NCC land use, design and environmental assessment;
- Provide sound maintenance practices to ensure the continued preservation of urban forests, shorelines, creek beds, wild flowers, animals and insects;
- Respect all land use contracts, easements, licenses of occupation, leases and any other encumbrances on lands included in the Contract;
- Respect all relevant federal, provincial and municipal regulations.

SECTION 6 – REPORTING

6.0 Reporting

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

6.1 Administrative, Financial and Operational Reports

6.1.1 Annual Fixed Fee Payment Schedule (see Appendix 6-A)

The Annual Fixed Fee Payment Schedule is to be broken down on a per month basis for each site of the Contract and has to be approved by the NCC. When approved, the document will show per month breakdown of annual fixed fee, which is the amount the NCC must disburse and pay the Contractor for any given month. This report is to be submitted to the NCC before February 28th each Year for the next fiscal year except for the first Year which should be part of the Proposal. See Appendix 6-A.

NOTE: This document must be an Excel © file. The file cannot be password protected and must not contain macros. Calculations and/or formulas in individual cells must be visible.

6.1.2 Annual Expenditure Report (Review engagement) (see Appendices 6-B and 6-C)

- a) The Annual Expenditure Report identifying all expenses (net of taxes corresponding to the NCC's fiscal year) broken down by site, maintenance activity, program, event and service is to be submitted by May 31st of each Year of the Term to report on the previous Year's expenses (Appendix 6-B). The report must include the charges to the NCC for the full Year reflecting direct and indirect costs attributed to the performance of the operational duties. Applicable taxes are to be shown separately on a per line item basis;
- b) The Annual Cost Report by expenditure type (Appendix 6-C). This report is also due May 31st each Year, reporting on expenses of previous year. Applicable taxes are to be shown separately on a per line item basis.

NOTE: This document must be an Excel © file. The file cannot be password protected and must not contain macros. Calculations and/or formulas in individual cells must be visible.

6.1.3 Insurance Certificate

Proof of insurance must be provided each March 15th during the Term of the Contract (see 2.10.7). At the same time, the Contractor shall submit proof of liability insurance and license for pesticide application.

SECTION 6 – REPORTING

6.1.4 WSIB Certificate

WSIB certificate is a document confirming that the Contractor is registered and that his/her file is in order. Such certificates shall be delivered to the NCC every sixty (60) days in the case of Ontario (April 1st, June 1st, August 1st, October 1st, December 1st and February 1st of each Contract Year) (see 2.15.24).

6.1.5 Health and Safety Plan

After being informed that his/her proposal has been retained and prior to and as a condition of Contract award, the Contractor shall, at his/her own expense, submit to the NCC his/her health and safety plan. (See 2.15.24: Plan must be submitted to the NCC before Contract signature. Any modifications to this plan must be presented to the NCC.)

6.1.6 Asset Inventory (see Appendix 6-D)

The Asset Inventory Report is done every two years (1, 3 & 5) and assesses and records the quantity and condition of NCC's assets. The decommissioning of assets and their lifecycle replacement will be discussed as a result of this fieldwork and report. The report will be co-signed by the Contractor and the NCC. The fieldwork for this report will be undertaken jointly. An electronic copy will be submitted, followed by a hard copy.

The Contractor shall be responsible for maintaining and safeguarding all assets indicated on the said reports and shall be responsible for the following:

- Ensuring the NCC sign off at the start of the Term (April 1, 2017);
- Reporting at mid-contract on asset status (inventory taken October 1st and reported October 23, 2020 – see 3.4.3.1);
- Ensuring the Contract sign-off at the end of the Contract.

6.1.7 Annual Capital Work Assessment Report

The capital work assessment report identifying all capital projects requirements for the fiscal year is to be provided once yearly by September 1st of each Contract Year. The report shall indicate the name of the project, the scope of work and estimated value of work.

Note

All Capital Work projects are outside of this Contract and will be tendered by NCC standard contracting procedures (e.g. competitive bids).

6.1.8 Response Plan for Toxic Spills

The Contractor will establish a response plan for toxic spills. This plan will be submitted to the NCC for approval within thirty days of Contract commencement. Any modifications to this plan must be presented to the NCC. A report for each toxic spill must be forwarded to the NCC as soon as possible (see 6.1.8).

6.1.9 Key Activity Schedule (see Appendix 6-E)

SECTION 6 – REPORTING

The Key Activity Schedule is an operational work tool that captures the important requirements of this Contract (key activities and their locations as well as all preventative Maintenance activities) and the deadline for completing each activity. The Contractor and NCC shall both actively participate in the preparation of the Key Activity Schedule. Once agreed upon by both parties, the Contractor shall then be required to complete all activities before the deadline indicated in the Key Activity Schedule. The Key Activity Schedule is not intended to replace any or all of the contractual requirements of this Contract, but is a partnering tool to better plan for the essentials of this Contract. Usually, this schedule is completed in May of each Contract Year.

6.1.10 Occurrence Report (see Appendix 6-F)

The occurrence report is to be submitted by the Contractor for any Maintenance issues, emergency situations, observations, public complaints, etc. occurring on lands included in the Contract (e.g. illegal dumping, vandalism, hazardous trees, unauthorized shelters and/or fire pits, broken gates, etc.). Occurrence reports must be forwarded preferably by electronic mail (e-mail) to the NCC within 24 hours of the observation of an incident. Security related occurrences shall be reported as per 2.15.15.

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

6.1.11 Unsatisfactory Performance Report (see Appendix 6-G)

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

6.1.12 Repair or Replacement of Damaged or Stolen Assets (see Appendix 6-F)

All damages to assets due to vandalism/accident or theft with cost estimates shall be recorded on an occurrence report (see Appendix 6-F) and digital photographs of the damages shall accompany the report when returned to the NCC (see 3.14).

6.1.13 INTENTIONALLY DELETED

6.1.14 Pesticide Application Record (see Appendix 6-H)

The Contractor is to **obtain prior approval from the NCC** before commencing any spraying activity (see 3.18). The pesticide application record is to be filled out by the Contractor any time pesticides or herbicides are sprayed or used on any lands included in this Contract. The Contractor shall deliver the completed form no later than 24 hours after the said spraying occurred.

SECTION 6 – REPORTING

6.1.15 Security Clearance

Provide all information required to obtain the appropriate security clearance for all Contractor's employees at the beginning of the Contract and when new employees are hired. See 2.15.15.

6.1.16 Keep a Daily Log Book (including all civil interventions) (see 3.5.1.1 and 4.4)

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

6.1.17 Keep a Locking Devices Register for Loan of Keys (see 3.13)

6.1.18 Report related to Trees/Shrubs Deciduous/Coniferous

In May and September of each Contract Year. See 4.3.2, item #2.

6.1.19 Electrical Report (see 4.4.2 and 4.7.3)

6.1.20 Catch Basins Report

Annually in Spring; see 4.4.3.

6.1.21 Other Reporting

In addition to the above mentioned reports, the Contractor **must** report to the NCC when it encounters problematic situations such as poor asset conditions, malfunctioning of assets, deficiencies, anomalies, non acceptable land uses, security breach, theft, environmental threats, etc. and when it undertakes repairs to assets.

The requirements for these types of reports can be found in various places of this contract such as, but not limited to, the following:

- Environmental reports (see appendix 2-D and 3.17)
- Security breach and public safety reports (see 2.15.15 and 3.10)
- Missing or stolen property (see 3.4.3)
- Monitoring (see 3.5)
- Animal carcasses reports (see 3.21 and 4.6.1.1)
- Landscape deficiencies reports (see 4.3)
- All Surfaces reports (asphalt, concrete/masonry, gravel/granular/stone/natural/decorative surfaces , wood) (see 4.4.1 and following)
- Lighting report (see 4.4.2)
- Drainage System reports (General, catch basins, manholes, culverts, ditch drainage channels (see 4.4.3.1 and following)
- Plumbing Systems reports (decorative fountains, irrigation systems, irrigation pump stations) (see 4.4.4 and following)
- Flood control report (see 4.5.1.4)
- Permanent graffiti report (see 4.6.1.5)

SECTION 6 – REPORTING

The Contractor will use the occurrence report template when reporting such instances.

SECTION 6 – REPORTING

**APPENDIX 6-A
ANNUAL FIXED FEE PAYMENT SCHEDULE**

Contract: Core Area Government Sites

Year: _____

Sites	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total
1. Cliff Heating Plant													
2. Confederation Building													
3. Conference Centre													
4. Connaught Building													
5. East Memorial Building													
6. Fleet Street Parking Lot													
7. Justice Building													
8. Langevin Block													
9. Library and Archives Canada													
10. Parliament Hill													
11. Parliament Hill Parking 850													
12. Sparks Street Post Office													
13. Supreme Court of Canada													
14. Wellington Street Park													
15. West Memorial Building													
16. 90 Wellington Street													
Subtotal													
HST													
Grand Total													

SECTION 6 – REPORTING

**APPENDIX 6-B
ANNUAL EXPENDITURE REPORT (Review engagement)
YEAR ENDING MARCH 31 _____**

Contract: Core Area Government Sites

Sites	Land- scape	Civil			SNIC	Waste/ Cleaning	Program	Events		Total
		Road- way	Elec- trical	Other				Floral	Canada Day	
1. Cliff Heating Plant										
2. Confederation Building										
3. Conference Centre										
4. Connaught Building										
5. East Memorial Building										
6. Fleet Street Parking Lot										
7. Justice Building										
8. Langevin Block										
9. Library and Archives Canada										
10. Parliament Hill										
11. Parliament Hill Parking 850										
12. Sparks Street Post Office										
13. Supreme Court of Canada										
14. Wellington Street Park										
15. West Memorial Building										
16. 90 Wellington Street										
<i>Subtotal</i>										
<i>HST</i>										
<i>Grand Total</i>										

SECTION 6 – REPORTING

APPENDIX 6-B ANNUAL EXPENDITURE REPORT (Review engagement) YEAR ENDING MARCH 31 _____ (Continued)

Definitions for Maintenance Activities, Programs and Events

The following definitions are provided to assist the Contractor in distributing the expenses for the Maintenance activities, Programs and Events reporting requirements.

Landscape operations

means all maintenance activities related to turf, trees and shrubs including, but not limited to, machine and manual mowing, trimming, edging, seeding, sodding, weeding, fertilizing, soil testing, winter damage repair, and roadside spring clean-up.

Civil operations

- Roadways, bridges and parking lots means all maintenance activities related to inspection and minor repairs of surfaces and structures, accident clean-up, sweeping and emergency repairs and drainage operations, pothole repairs, minor asphalt repairs, spring clean-up (including sweeping), gravelling and grading, dust control, and minor concrete and masonry repair.
- Electrical means all maintenance activities related to the inspection and repair of electrical devices such as lights, electrical components, distribution boxes, etc.

Others means:

- Major fixed asset maintenance means all maintenance activities related to inspection, repair, staining, painting, replacement of doors, windows, screens, or any other fixtures of permanent fixed assets such as buildings, bridges, signs, etc.
- Plumbing means all maintenance activities related to the inspection and repair of plumbing components and all maintenance activities related to operations of washroom facilities.
- Signage operations means all maintenance activities related to inspection and repair of regulatory signage and Federal Identity Program signs and structures, and interpretive panels.
- Minor fixed and moveable assets means all maintenance activities related to the inspection, transportation, installation and repair of fences, gates, picnic tables, park benches, waste baskets, and miscellaneous outdoor furniture.

Waste/Recycling/Cleaning

means all maintenance activities related to garbage pick-up (ground), garbage removal (baskets), garbage recycling, graffiti removal/clean-up, leaf raking, blowing, pick-up and removal, and clean-up and removal of illegal dumping on designated roads, parkways, sidewalks, parking lots, turf areas and all other areas located within the boundaries of this Contract. It also includes cleaning and pumping of washroom facilities and pit toilets.

Snow and ice control (SNIC)

means all maintenance activities related to plowing, snow removal, road sanding, salting and de-icing on roadways, parking lots, sidewalks, building entrances, doorways, exits, signage, roofs and emergency fixtures.

SECTION 6 – REPORTING

APPENDIX 6-B
ANNUAL EXPENDITURE REPORT (Review engagement)
YEAR ENDING MARCH 31 _____
(Continued)

Program

- *Floral program* means the maintenance of floral displays including soil preparation, bed maintenance, flower supply, planting and removal, bed fertilizing and watering, disease and pest control, weeding, edging, and thinning.

Events

- *Canada Day* means all activities related to this activity.
- *Others* mean all other activities related to recreational and information services provided to visitors. It also includes all logistical activities such as all costs and support associated with the transportation and set-up/take-down of event furniture, barricades, signage structure and accessories, including event electrical set-up, event clean-up, additional toilet and public facility installation and closing, miscellaneous event structure fabrication and maintenance, and event support, dismantling and monitoring.

SECTION 6 – REPORTING

**APPENDIX 6-C
REPORT OF ANNUAL COSTS BY CATEGORY OF EXPENDITURES
(Review engagement)
YEAR ENDING MARCH 31 _____**

Contract: Core Area Government Sites

Category of Expenditures	Amount	Percentage
Salaries and Benefits		
Material		
Equipment		
Energy Cost (fuel)		
Insurance Cost		
Administrative Cost		
Subtotal		
HST		
Grand Total		

SECTION 6 – REPORTING

**APPENDIX 6-D
ASSET INVENTORY
(Sample)**

Contract: Core Area Government Sites

Asset	Allocation	Beginning of Contract	23 Oct. 2015	End of Contract
Picnic table – all wood	11			
Picnic table – handicap table	0			
Bench – wood, concrete legs, back	26			
Bench – wood, concrete legs, no back	0			
Bench – Confederation Blvd. style, grey	0			
Bench – Core Park style, black	13			
Waste receptacle – 55 cm wood slats basket	0			
Waste receptacle – 76 cm wood slats basket	17			
Waste receptacle – Core Park style, black	13			
Bicycle rack – Confederation Blvd. style, grey	0			
Fiberglass salt box	0			
Tree planter	0			
Window box	0			

Notes

- Refer to 5.1 for inventory of assets specific to Events (all other sites indicated in table 6-D above);
- All numbers indicated in the “Allocation” column are to be updated/confirmed before April 1, 2012.

SECTION 6 – REPORTING

**APPENDIX 6-E
KEY ACTIVITY SCHEDULE (sample)**

Date Required	Activities	Location	Date completed	Comments
March – Week 1	<ul style="list-style-type: none"> ▪ Daily litter pick-up, removal and waste basket emptying started ▪ Flood control plan completed ▪ Spring clean-up plan completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ All sites 		
March – Weeks 1, 2, 3 and 4 if required	<ul style="list-style-type: none"> ▪ Flood control measures fully implemented (catch basins, etc.) 	<ul style="list-style-type: none"> ▪ All sites where required 		
Week 4	<ul style="list-style-type: none"> ▪ Spring clean-up started 	<ul style="list-style-type: none"> ▪ All sites 		
April – Week 1	<ul style="list-style-type: none"> ▪ Stairs (closed for winter) cleaned and opened ▪ Preventative Maintenance plan report submitted 	<ul style="list-style-type: none"> ▪ Where required 		
April – Week 2	<ul style="list-style-type: none"> ▪ Winter protections removal completed ▪ Asset repair inspection completed 	<ul style="list-style-type: none"> ▪ Where required ▪ All sites 		
April – Week 3	<ul style="list-style-type: none"> ▪ Turf clean-up and repair completed ▪ Installation of summer park furniture completed ▪ Recreational pathway graded and in operation 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ Where required 		
April – Week 4	<ul style="list-style-type: none"> ▪ Spring clean-up of hard surfaces completed (e.g. flushing and/or sweeping) ▪ Removal of salt boxes completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites 		
May – Week 1	<ul style="list-style-type: none"> ▪ Spring clean-up of all surfaces completed 	<ul style="list-style-type: none"> ▪ All sites 		
May – Week 2	<ul style="list-style-type: none"> ▪ First turf aeration completed ▪ Waste receptacle emptying a minimum of once a day started ▪ Turf overseeding completed ▪ All park plumbing (water fountains, irrigation systems, etc.) opened and operating ▪ Building/Structure inspection, Maintenance and repair plan completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ All sites ▪ Where required ▪ Where required 		
May – Week 3	<ul style="list-style-type: none"> ▪ First grass cutting along recreational pathways completed ▪ First weed control completed 	<ul style="list-style-type: none"> ▪ All pathways ▪ All sites 		
May – Week 4	<ul style="list-style-type: none"> ▪ Edging around Specimen Trees, shrubs and hedges completed ▪ First weed operation completed (tree, shrub, flowers) ▪ Flower beds with no spring bulbs planting completed 	<ul style="list-style-type: none"> ▪ Where required ▪ Where required ▪ Where required 		


SECTION 6 – REPORTING

**APPENDIX 6-F
OCCURRENCE REPORT
(sample)**



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

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

 *Shaded Portion for NCC use only*

SECTION 6 – REPORTING

**APPENDIX 6-G
UNSATISFACTORY PERFORMANCE REPORT (Sample)**



Supplier no. / N ^o . de fournisseur
--

UNSATISFACTORY PERFORMANCE REPORT RAPPORT DE RENDEMENT INSATISFAISANT
--

Date of report / Date du rapport :

Project Officer / Agent de projet :	Contract no. / N ^o . de marché :
-------------------------------------	---

Description of work : (building, equipment or type of work being reported on) Description du travail : (immeuble, matériel ou travaux visés faisant état du rapport)

Contractor / Entrepreneur :	Address / Adresse :
	Postal code / Code postal :

Supporting data : (additional supporting data, including photographs if applicable) Pièces justificatives : (renseignements supplémentaires incluant les photographies, s'il y a lieu)

Description of unsatisfactory performance : (summary of problem, duration, cause, remedial action attempted) Description du rendement insatisfaisant : (brève description du problème, durée, cause, mesures envoyées)

Recommendations of Project Officer / Recommandations de l'agent de projet :
_____ Project Officer's signature / Signature de l'agent de projet Telephone number / Numéro de téléphone Date

For Procurement Officers use only / À l'usage des agents d'approvisionnement seulement : Comments :
--

SECTION 6 – REPORTING

**APPENDIX 6-H
PESTICIDE APPLICATION RECORD
(sample)**

Written approval for application received from the NCC: Yes <input type="checkbox"/> No <input type="checkbox"/>					
Location of property sprayed:					
Plant material treated	Treated for	Type of pesticide(s)	Rate/litre	Application rate/ hectare or 100 trees	
Type of machine or equipment	Wind			Temperature summary	Time of treatment _____ A.M _____ P.M
	Direction	Velocity	Temp.		
Comments:					
Equipment worn by exterminator:					
Signature of exterminator:	Date:	Name of operator:		Date:	
License number:	License class:	License number:	License class:		

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

7.0 General Instructions to Proponent

This section of the Request for Proposal (RFP) provides information to Proponents and documents Proponents must submit within their Detailed Proposal in response to this RFP.

7.1 Site Tour (non-mandatory)

Bidders are invited to attend, at their cost, a non-mandatory site visit. The site visit will commence promptly at 9am Ottawa time on October 12, 2016 at the lobby at 40 Elgin Street, Ottawa, Ontario.

Attendance at the site visit is limited to no more than two (2) representatives per Bidder. Bidders are asked to confirm their attendance at the site visit no later than October 11, 2016 to Allan Lapensee at e-mail allan.lapensee@ncc-ccn.ca. The NCC will provide transportation for the site visit. Bidders are advised to be on time. The site visit will consist of an overview tour of selected sites.

It is highly recommended that Bidders participate in the site tour to ensure they have proper and comprehensive knowledge of the scope of the work required.

7.2 Identification and Delivery of Detailed Proposals

Each Detailed Proposal shall consist of the following:

- A) Mandatory requirement
 - The Bid Security (see 7.7)
- B) Detailed proposal
 - One (1) original and four (4) duplicate copies of the Technical Proposal which must include all the elements identified in Appendix 7-D Rated Requirements, Appendix 7-G Contract Percentage Breakdown and Appendix 7-H Workload Distribution.
- C) Financial proposal
 - To be submitted in a **separate sealed envelope**. It must include:
 - One (1) original of the **signed** Fee proposal (Appendix 7-A parts 1, 2, 3 and 4);
 - the Annual Fixed Fee Payment Schedule for the first Year of the Contract (Appendix 6-A); and
 - the **signed** Hourly Rate/Unit Price for Maintenance Services (Appendix 2-A).

The Financial Proposal must be submitted in a **separately sealed and clearly marked envelope** (do not insert any other document in this envelope). The Fixed Fee and cost breakdowns and any other financial information identified in the said Financial Proposal must ***not*** appear in the Technical Proposal nor anywhere else in the Detailed Proposal.

All components of the Detailed Proposal package, including the separately sealed Financial Proposal envelope, shall be submitted together in a large envelope. The Detailed Proposal envelope shall be properly identified and delivered, without exception, prior to the closing date and time for submission of Proposals.

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All Detailed Proposal envelopes received on time will be kept in a secure place from the time of receipt to the time of opening.

It is the Proponents responsibility to ensure Detailed Proposals and all related documents are received at the specified address prior to the closing date and time. Proponents may request a receipt upon delivery.

Facsimile or electronically transmitted Detailed Proposals will be treated as non-responsive and will receive no further consideration. However, where a formal Detailed Proposal has been received on time at the specified address, amendments thereto by facsimile are acceptable provided that such amendments be also received prior to the RFP closing date and time and only at the facsimile number 613-239-5012, be on company letterhead and be signed and dated. All such amendments shall be addressed to the Contracting Authority and shall set forth complete details of all changes in order to be considered as an integral part of the Detailed Proposal.

7.3 Joint Venture Submissions

The NCC will accept Detailed Proposals from joint venture entities. Note that all Detailed Proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each Detailed Proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each Detailed Proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any contract awarded as a result of the RFP. Note that if the successful Proponent is a joint venture, the signed joint venture agreement must be presented prior to contract award.

In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements.

Note

A joint venture whereby contractors separate contracting activities (e.g. landscape and Civil Maintenance, snow and ice control, Waste/Recycling/Cleaning Operations, events) amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

7.4 Language of the Detailed Proposal and Supporting Documentation

The Detailed Proposal and any supporting documents may be submitted in either English or French.

7.5 Currency

It is mandatory that all fees, hourly rates/unit prices and taxes submitted in this Financial Proposal be in Canadian Dollars in order to be considered compliant and responsive to the RFP.

7.6 Signing Procedures for the Detailed Proposal

The form identified as Appendix 7-A (1), (2), (3) and (4) entitled “Fee Proposal” shall be properly completed and signed in full compliance with the requirements indicated herein:

- 7.6.1 The signature of person(s) submitting a Detailed Proposal shall be in their respective handwriting.
- 7.6.2 Corporation: If this Detailed Proposal is made by a corporation, the full name of the company shall be accurately PRINTED in the space provided for that purpose (name of Proponent), the form shall be signed by the duly authorized representatives of the company.
- 7.6.3 Partnership: If this Detailed Proposal is made by a Partnership, the firm name or the business name shall be accurately PRINTED in the space provided for that purpose (Name of Proponent) and the names of all partners shall be PRINTED immediately under their respective signatures.
- 7.6.4 Sole Proprietorship: If this Detailed Proposal is made by an individual carrying on business under a name other than his/her own, his/her business name together with the name of the sole proprietor shall be accurately PRINTED in the space provided for that purpose (Name of Proponent). In the event that the sole proprietor carries on business in his/her own name, he/she shall merely PRINT his/her name where indicated.
- 7.6.5 Joint Venture: If this Detailed Proposal is made by a **joint venture corporation** (i.e. an incorporated body), the full name of the company shall be accurately PRINTED in the space provided for that purpose (Name of Proponent) and the form shall be signed by the duly authorized representatives of the joint venture corporation. If this Detailed Proposal is made by a **joint venture partnership** (i.e. where there is an intention to create a partnership), the firm name or business name shall be accurately PRINTED in the space provided for that purpose (Name of Proponent) and the names of all partners shall be PRINTED immediately under their respective signatures. If this Detailed Proposal is made by a **contractual joint venture** (i.e. no separate entity, but simply a contractual arrangement between two parties), the requirements set out above for corporations, partnerships or sole proprietorships must be followed as applicable for each of the parties to the joint venture arrangement.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

- 7.6.6** Unsigned Appendix 7-A forms received with Detailed Proposals shall render the Detailed Proposal non-responsive and it shall receive no further consideration.

7.7 Mandatory Bid Security Requirements

- 7.7.1** Proponents must submit, with the Detailed Proposal, the following mandatory bid security as an integral part of any Detailed Proposal submission. Failure to submit bid security shall render the Detailed Proposal as non-responsive and it shall receive no further consideration.

7.7.2 Acceptable Forms of Bid Security

The following link to Treasury Board's website provides a list of insurance companies whose bonds (item 7.7.2.3 only) may be accepted as security by the government.

Refer to appendix L of Treasury Board's Contracting Policy. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>

- 7.7.2.1** An unconditional irrevocable letter of credit or a letter of guarantee issued by one of the five largest Canadian chartered banks in a form acceptable to the NCC for the sum of \$150,000.00 or;
- 7.7.2.2** A certified cheque drawn on a bank to which the Bank Act or in Québec the Credit Union Act applies, and made payable to the order of the National Capital Commission for the sum of \$150,000.00 or;
- 7.7.2.3** A bid bond from a company acceptable to the NCC (see Appendix 7-B) and in terms satisfactory to the NCC for the sum of \$150,000.00 or;
- 7.7.2.4** Bonds of the Government of Canada unconditionally guaranteed as to principal and interest by the Government of Canada and having a par value of \$150,000.00 if such bonds are:
- Accompanied by a written instrument of transfer, duly executed by the registered owner, whose signature shall be guaranteed by a chartered bank or financial institution satisfactory to the NCC. Coupon bonds shall have attached thereto all coupons unmatured at the time the bonds are delivered to the NCC. Coupons maturing during the retention of the security by the NCC shall be returned to the Proponent upon request. Coupons which matured prior to submitting a Detailed Proposal are to be detached by the Proponent.
- 7.7.3** The bid security shall remain in place for 90 working days after the closing date and time of the RFP, until Contract award or until notification by the NCC that a Proponent is unsuccessful, whichever date is later. The NCC reserves the right to request extensions for additional 60 day periods as required.
- 7.7.4** The bid security shall be forfeited if the Proponent withdraws or amends all or any part or parts of its Detailed Proposal at any time after the specified RFP closing date and time and prior to the award of a Contract or refuses to enter into a Contract when called upon

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

to do so. The NCC may, if, in its discretion, it is in the public interest to do so, waive this right.

- 7.7.5** Bid security in the form of, letters of credit, certified cheques or Bonds of the Government of Canada, of the unsuccessful Proponents or, if no Detailed Proposals are accepted, of all Proponents, will be returned.
- 7.7.6** The bid security of the Successful Proponent will be returned once the Successful Proponent has entered into a Contract with the NCC and provided the requested performance security.

7.8 Technical Proposal Format

The NCC requires that all technical proposals be submitted according to the information requested in Appendix 7-D.

7.9 Evaluation Process

Detailed Proposal will follow a three-stage process as follows:

Stage 1 – verifies that the Detailed Proposal meets the mandatory requirement of the Bid Security (see 7.7).

Stage 2 – evaluates all technical proposals that pass stage 1 according to the rated requirements specified in Appendix 7-D.

Stage 3 – evaluates the financial requirements of qualified Proponents.

7.9.1 Mandatory Detailed Proposal Requirements Review (Stage 1)

All Detailed Proposals that are received on time will be reviewed to ensure that the mandatory RFP requirement identified in Appendix 7-C has been submitted. Detailed Proposals complying with the mandatory requirement shall be considered compliant and will proceed to stage 2 of the evaluation process. Detailed Proposals that are not in compliance with the mandatory requirement shall be treated as non-responsive and receive no further consideration.

7.9.2 Technical Proposal Evaluation – Rated Requirements (Stage 2)

Each technical proposal in compliance with stage 1 will be evaluated and rated according to the prescribed criteria identified below and detailed in Appendix 7-D.

The rated requirements of each technical proposal will be weighted as follows:

Part 1: Company – Profile, Experience, References and Financial Situation	40 points
Part 2: Operations Plan	90 points

Total: 130 points

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

Each technical proposal must attain a minimum of 28 points out of 40 in total for rated requirement part 1 (Company – Profile, Experience, References and Financial Situation) and 63 points out of 90 for rated requirement part 2 (Operations Plan) to be deemed responsive to the RFP and to further proceed to stage 3 of the evaluation process. Technical Proposals that do not achieve the minimum required technical score for **each** requirement (parts 1 and 2) shall be deemed non-responsive and receive no further consideration. In such cases, the Fee Proposal envelopes shall be returned unopened to the Proponent.

7.9.3 Financial Proposal Review (Stage 3)

The financial proposal envelope (containing the **signed** Fixed Fee for the first year of the Term) of each technical proposal in compliance with stage 2 shall be opened and evaluated to establish the lowest Fixed Fee for the first year.

7.10 Basis of Award

Subject to 7.11.1, the Proponent whose technical proposal meets or exceeds the minimum required points specified in 7.9.2 above and who has submitted the lowest Fixed Fee for the first year of the Term shall be deemed the successful Proponent. The total Fixed Fee for the first year of the Term shall be the grand total amount quoted by the Proponent in Appendix 7-A (3).

7.11 Acceptance of Detailed Proposal

7.11.1 The NCC reserves the right to not accept any of the proposals submitted, to cancel the Request for Proposal and/or to reissue the Request for Proposal in its original or revised form. The NCC also reserves the right to negotiate with the Successful Proponent and/or any/all Proponents.

7.11.2 Without limiting the generality of 7.11.1, the NCC may reject any proposal, based on an unfavourable assessment as to:

7.14.2.1 The adequacy of the proposed price to carry out the work;

7.14.2.2 The Proponent's performance on other contracts, including but not limited to, the contracts the Proponent may have had or may still have with the NCC.

7.11.3 In assessing the Proponent's performance on other contracts pursuant to 7.11.2.2, the NCC may consider, but shall not be limited to, such matters as:

7.11.3.1 The efficiency and workmanship of the Proponent in performing the work; and

7.11.3.2 The extent to which the Proponent executed the work in accordance with the Terms and Conditions of the contract.

7.11.3.3 Vendor Performance Background:

1. The NCC may reject a bid where any of the following circumstances are present:

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

- a) The Proponent or any employee or subcontractor included as part of the proposal, has been convicted under section 121 (“Frauds on the government” & “Contractor subscribing to election fund”), 418 (“Selling defective stores to Her Majesty”) of the Criminal Code; or
- b) With respect to current or prior contracts with the NCC or the Government of Canada
 - 1) The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - 2) The NCC has evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any matter of discrimination, on the part of the Proponent, any of its employees or any subcontractor included as part of its proposal;
 - 3) The NCC has exercised its contractual remedies of suspension, setting off or termination for default with respect to a contract with the Proponent, any of its employees or any subcontractor included as part of its bid; or
 - 4) The Proponent’s performance on current or prior contracts, including the efficiency and workmanship as well as the level of compliance with contractual Terms and Conditions is, unsatisfactory to the NCC and has been documented as such.
2. Where the NCC intends to reject a proposal pursuant to a provision to paragraph 1, the Contracting Authority shall so inform the Proponent and provide the Proponent ten (10) days within which to make representations, prior to making a final decision on the rejection of the proposal.

7.12 Conditions of Contract Award

Prior to Contract award, the successful Proponent shall provide the following:

7.12.1 Joint Venture Agreement

If the successful Proponent is a joint venture, the signed joint venture agreement must be presented (see 7.3 of this RFP).

7.12.2 Employment Equity (Appendix 7-F)

Agreement to Implement Employment Equity

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)

Contractors who bid on an initial goods and services contract, a standing offer, or a supply arrangement estimated at \$1 million or more (including applicable taxes) with the Government of Canada must first certify their commitment to implement employment

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

equity by signing the Agreement to Implement Employment Equity (LAB1168) prior to contract award.

Once an eligible contract is awarded to the contractor, the contractor is assigned a unique Agreement to Implement Employment Equity number. The contractor is informed by the Labour Program that it is now subject to the FCP. As a result, the contractor is then required to fulfill the FCP requirements. This obligation is ongoing: it is not only subject to the period of the contract and includes future contracts.

7.12.3 Contract Securities

The Successful Proponent shall provide contract securities in accordance with the requirements specified in 2.11 of this RFP.

7.12.4 Proof of Insurance

The Successful Proponent shall provide proof of insurance in accordance with the requirements specified in 2.10.7 of this RFP.

7.12.5 Supplier – Direct Payment and Tax Information Form

The Proponent shall complete and submit to the NCC the Direct Payment and Tax Information Form prior to Contract award. The direct payment service will facilitate the transfer of amounts payable by the NCC to suppliers. The tax information section of the form is a requirement of the *Income Tax Act*.

7.12.6 CSST or WSIB Certificate

The Successful Proponent shall provide a CSST or WSIB certificate as applicable. This is a document confirming that the Contractor is registered and that his/her file is in good standing order (see 2.15.24.1.7 of this RFP).

7.12.7 Security Representative

The Successful Proponent shall provide the name of his/her security representative (see 2.15.15 of this RFP).

7.12.8 Health and Safety Plan

The Successful Proponent shall provide his/her health and safety plan (see 2.15.24.1.5 of this RFP).

7.13 Additional Terms and Conditions of the RFP

7.13.1 Ownership of RFP Documents

7.13.1.1 All documents submitted or prepared by the Contractor under the terms of the Contract shall become the property of the NCC, which shall become the owner of the copyright.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

7.13.1.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.

7.13.1.3 As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.

7.13.1.4 The NCC shall have unrestricted access to all documents and records provided to the Contractor during the Term of the Contract.

7.13.2 Access to Information

Detailed Proposals shall be held in strict confidence. However, Proponents are reminded that the NCC, as a Crown corporation, is subject to the provisions of the *Access to Information Act*. Information submitted may be eligible for disclosure in accordance with the requirements of the *Access to Information Act*. In such circumstances, the NCC shall be relieved of its obligation thereunder to keep such information confidential. Such information is usually not released without consent of the pertinent Proponent, unless there is an order made pursuant to the *Act*. However, the Proponent consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

7.13.3 Limitations & Cautions

7.13.3.1 Detailed Proposals shall be irrevocable and remain unchanged in all aspects, including price, during the period of time between the closing date of this RFP and the identification of the Successful Proponent unless expressly agreed to by both the NCC and the Proponent.

7.13.3.2 The NCC reserves the right to request clarification from the Proponent for a mandatory requirement submitted in response to the RFP that in the sole opinion of the NCC, is marginally responsive or vague. Any information previously submitted to the NCC may not be incorporated in this RFP by reference but shall be resubmitted with the Detailed Proposal nor shall the NCC accept additional information after the closing date of the RFP.

7.13.3.3 Nothing, including but not limited to, this RFP or the Proponent's response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or service from any of the Successful Proponents, unless and until the RFP has received all requisite external approvals and has been executed by the NCC and the Proponent.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

7.13.3.4 The NCC shall not be obligated to reimburse or compensate any Proponent, its subcontractors or manufacturers for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the NCC and shall not be returned.

7.13.3.5 The successful Contractor shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to or prosecuted, by any Person that was under the direction and control of the Contractor during the Term of the resulting Contract and which Person is claiming or claims a moral right, as set out under the *Copyright Act*. The obligation to indemnify under this clause survives termination of the resulting Contract and shall remain in force for the duration of the copyright in the work created under the resulting Contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Contract.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (1)
FEE PROPOSAL
(in Canadian Dollars)**

Request for Proposal: NCC tender file No. AL1669

TO: Procurement Services
National Capital Commission,
40 Elgin Street, Security Office on the 2nd floor
Ottawa, Ontario, K1P 1C7

I/We _____
(Name of Proponent)

Business Address _____

I/We have carefully examined the RFP documents (Parts I and II).

I/We hereby offer to provide the goods and services in a careful and workmanlike manner described in the NCC tender file AL1669 for the Fixed Fee for the first Year of the Term including all applicable taxes of:

...../100 \$
(Print amount)

***Grand Total**
***(transferred from Grand total, Appendix 7-A (3))**

N.B.: For subsequent Years (Years 2 to 5), I/We understand and agree that the Fixed Fee for the first Year of the Term will be adjusted based on the Consumer Price Index (CPI) adjustment as described in 2.16.

I/We undertake to enter into a Contract, incorporating all Terms and Conditions of the RFP, for the execution of the goods and services if notified by the NCC of the acceptance of the Detailed Proposal.

Award of this RFP shall be in accordance with the Terms and Conditions identified in NCC tender file No. AL1669.

I/We undertake to be bound by the Terms and Conditions of the RFP and any resulting Contract.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (2)
FEE PROPOSAL
(in Canadian Dollars)**

ADDENDA

I/We acknowledge receipt of the following addenda and have included the requirements of it/them in my/our fee proposal.

(Proponent to enter number and date of addenda issued, if any).

SIGNATURE

IN WITNESS WHEREOF I (WE) have hereunto set (my, our) hand (s)

This _____ day of _____, 20__.

Signed, sealed and delivered by the Proponent(s) in the presence of:

Signature of Proponent/Position
I have authority to bind the corporation (for corporate proponent)

Signature of Witness

Signature of Proponent/Position
I have authority to bind the corporation (for corporate proponent)

Signature of Witness

Note: The Successful Proponent consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

Contract Contact _____

Business Telephone _____

Fax _____ Email: _____

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (3)
FEE PROPOSAL (in Canadian Dollars) (continued)**

FEE PROPOSAL BREAKDOWN

Important: The Fixed Fee submitted for this RFP shall be applicable for the first Year of the Term commencing April 1, 2017.

Fixed Fee per Site/Program/Event/Service	Fixed Fee for the first Year
<u>Sites (each site cost to include general and special requirements)</u>	
1. Cliff Heating Plant	\$ _____
2. Confederation Building	\$ _____
3. Conference Centre	\$ _____
4. Connaught Building	\$ _____
5. East Memorial Building	\$ _____
6. Fleet Street Parking Lot	\$ _____
7. Justice Building	\$ _____
8. Langevin Block	\$ _____
9. Library and Archives Canada	\$ _____
10. Parliament Hill	\$ _____
11. Parliament Hill Parking 850	\$ _____
12. Sparks Street Post Office	\$ _____
13. Supreme Court of Canada	\$ _____
14. Wellington Street Park	\$ _____
15. West Memorial Building	\$ _____
16. 90 Wellington Street	\$ _____
Yearly asset repair/replacement allowance (3.14)	\$ <u>5,000.00</u>
A. Subtotal of sites 1 to 16 and 3.14 allowance	\$ _____
B. OHST (13%)	\$ _____
C. Grand Total (A + B)*	\$ _____
*Transfer this amount to Appendix 7-A (1)	

Company name

Signature

Date

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL



APPENDIX 7-A (4)

FEE PROPOSAL BREAKDOWN

Item	Sites / Description	All inclusive fixed fees - Excluding taxes						Total
		Landscape	Civil	Electrical	Waste	SNIC	Special Programs	
1	Cliff Heating Plant							
2	Confederation Building							
3	Conference Centre							
4	Connaught Building							
5	East Memorial Building							
6	Fleet Street Parking Lot							
7	Justice Building							
8	Langevin Block							
9	Library and Archives Canada							
10	Parliament Hill Pathway							
11	Parliament Hill Parking 850							
12	Sparks Street Post Office							
13	Supreme Court of Canada							
14	Wellington Street Park							
15	West Memorial Building							
16	90 Wellington Street							
								<i>Transfer these amounts to Appendix 7-A (3)</i>

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-B
BID BOND FORM**

 								
BID BOND FORM								
<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%;">Bond Number</td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>Amount</td> <td>\$</td> </tr> </table>			Bond Number			Amount	\$	
	Bond Number							
	Amount	\$						
<p>KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,</p>								
<p>hereinafter called the Principal, and _____ as Surety, hereinafter</p>								
<p>called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as</p>								
<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Obligee, hereinafter called the NCC,</td> <td style="width: 40%;">In the amount of</td> <td style="width: 30%;">dollars</td> </tr> </table>		Obligee, hereinafter called the NCC,	In the amount of	dollars				
Obligee, hereinafter called the NCC,	In the amount of	dollars						
<p>(\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and</p>								
<p>the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.</p>								
<p>SIGNED AND SEALED this _____ day of _____, WHEREAS, the Principal has</p>								
<p>submitted a written tender to the NCC, dated the _____ day of _____,</p>								
<p>for: _____</p>								
<p>NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:</p> <p>(a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:</p> <ol style="list-style-type: none"> 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does 2. furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the NCC, or other security acceptable to the NCC; or <p>(b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,</p> <p>then, this obligation shall be void; otherwise it shall remain in full force and effect.</p> <p>PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the NCC for an amount greater than the amount specified in the bond.</p> <p>PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.</p> <p>IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.</p>								
<p>SIGNED, SEALED AND DELIVERED in the presence of:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Principal</td> <td style="width: 35%;"></td> <td rowspan="3" style="width: 50%; text-align: center; vertical-align: top;"> Note: Affix Corporate seal if applicable. </td> </tr> <tr> <td>Witness</td> <td></td> </tr> <tr> <td>Surety</td> <td></td> </tr> </table>		Principal		Note: Affix Corporate seal if applicable.	Witness		Surety	
Principal		Note: Affix Corporate seal if applicable.						
Witness								
Surety								

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-C
REQUIREMENTS TO BE SUBMITTED
WITH THE DETAILED PROPOSAL**

<ul style="list-style-type: none"> ▪ <u>Bid Security</u> 	<p>Mandatory</p>	<p>Section 7.7</p>
<ul style="list-style-type: none"> ▪ <u>Technical Proposal</u> <ul style="list-style-type: none"> ▪ Company Profile, Experience, References and Financial Situation ▪ Operations Plan ▪ Contract Percentage Breakdown ▪ Workload Distribution 	<p>Rated</p> <p>Rated</p> <p>Rated</p> <p>Rated</p>	<p>Appendix 7-D</p> <p>Appendix 7-D</p> <p>Appendix 7-G</p> <p>Appendix 7-H (1), (2)</p>
<ul style="list-style-type: none"> ▪ <u>Financial Proposal (in a separate and sealed envelope)</u> <ul style="list-style-type: none"> ▪ Signed Fee Proposal ▪ Annual Fixed Fee Payment Schedule for the first Year of the Contract ▪ Signed Hourly Rate/Unit Price for Maintenance Services 	<p>Mandatory</p> <p>Mandatory</p> <p>Mandatory</p>	<p>Appendix 7-A(1), (2), (3) & (4)</p> <p>Appendix 6-A</p> <p>Appendix 2-A</p>

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-D RATED REQUIREMENTS

This appendix provides all of the information required to prepare a Detailed Proposal. It also describes the rating/scoring system that will be used in the evaluation of Detailed Proposals.

The Proponent shall ensure that all rated requirements indicated herein are appropriately and fully covered in his/her Proposal. Proponents must respond within their Proposal to each rated requirement. The omission of any information requested as part of this proposal call shall result in the deduction of evaluation/scoring points.

A specified maximum amount of pages (see below) is indicated for each of the sections of the Detailed Proposal. This is required to ensure that Proposals are concise. Scoring/evaluation points may be removed for any section of the Proposal that surpasses the specified maximum amount of pages (a complete Proposal consists of approximately twenty-three (23) pages or less (Times New Roman, font size 11) – excluding the covering letter, Financial Statement, Bid Security, Contract Percentage Breakdown, Signed Fee Proposal, Annual Fixed Fee Payment Schedule for the first Year of the Contract, Hourly Rate/Unit Price for Maintenance Services and the personnel résumés requested and required in 1.1 below).

Note: In the event that the Bidder’s corporation is a joint venture, provide relevant information regarding each of the participants in the corporation.

The Proposals will be evaluated in accordance with the following requirements and criteria based on a maximum of 110 points as defined below.

1.0 Company – Profile, Experience, References and Financial situation

Proponents must clearly demonstrate that their organization and team (including subcontractors, if any) possess the necessary experience, quality of workmanship and financial capability to deliver the full range of services stipulated in the RFP. Proponents shall provide the following information:

1.1 Company Profile (four (4) pages or less) Maximum Score: 10 points

- Name and describe the legal entity with which the NCC will be dealing;
- Provide the address of the Proponent’s head office and those of any additional locations;
- Include a description of the ownership, control and structure of the business;
- Indicate the number of years the company has been in business;
- Identify the various types of maintenance services provided by the Proponent to his/her former and current clients;
- Names and résumés of the company president and executive director;
- The Proponent must also provide:
 - Its OHS Company Policy and Program (key responsibilities for supervisor/employees specific to work comparable to the work identified in this Proposal Call);
 - Its history relating to accidents (for at least three years, or if the Proponent has existed for less than three years, since its existence)

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

1.2 Company Experience (two (2) pages or less) Maximum Score: 10 points

- List and describe previous contracts (maximum 5) carried out by the Proponent or his/her subcontractors. Said contracts must demonstrate that the Proponent has the accumulated experience and expertise needed to provide the wide range of services requested in this RFP. If a subcontractor’s experience is listed, name the subcontractor and credit this person with said project:
 - List the contracts, identify their monetary value and year in which they began and ended and provide an appreciation of the physical size and/or amount of work within each contract (e.g., number of sites, amount of services, total surface area, etc.);
 - Identify the work activities (administrative: accounting, reporting, material and personnel management, etc.; maintenance: landscape, civil, snow and ice control, Waste/Recycling/Cleaning Operations; special programs and events: floral, logistical services to events) the Proponent accomplished for each contract.

1.3 References (one page or less) Maximum Score: 10 points

- Provide a list of at least 3 clients and/or corporate references indicating the name, telephone number and e-mail address of the contact person. Also provide the name and full corporate address of the corporation he/she represents (do **not** provide any letters of reference). The requirements of these references are as follows:
 - Only one reference per contract and/or project;
 - The references must be from clients for which the Proponent most recently or currently does business with (business comparable to the Work required by this RFP) and must be from the contract listing provided in item 1.2 “Company Experience” (see above).

Notes

- **References will be contacted and the information provided will be evaluated;**
- **For Proponents with past or current NCC contracts, the NCC reserves the right to auto-reference (e.g., NCC contract files to be used as part of the evaluation).**

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

1.4 Financial Situation (one-page letter) Maximum Score: 10 points

- A copy of the Proponent’s 4 most recent annual financial statements including notes to financial statements (or all annual statements for any company in operation less than 4 years), prepared according to Canadian generally accepted accounting principles and **signed** by a licensed independent accountant.
- Provide one letter from the financial institution with which the Proponent currently does business. The letter shall contain the following information:
 - A confirmation of either none or the existence of secured claims and security pledged;
 - A statement of the operating line of credit;
 - A credit rating.

Evaluation Criteria

The company’s profile, experience, references and financial situation shall be evaluated on the following criteria:

1. Profile
 - The provision of all requested information.
2. Experience
 - The Proponent’s experience in managing large, multi-tasking and multi-year contracts;
 - The Proponent’s experience in providing administrative and maintenance services similar to the Contract being tendered.
3. References
 - The quality of services provided to referenced clients.
4. Financial Situation
 - The Proponent’s current financial situation and his/her ability to stay in business throughout the Term of the Contract.

**Company – Profile, Experience, References
and Financial Situation Total Maximum Score: 40 points**

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-D RATED REQUIREMENTS (continued)

2.0 Operations Plan

The Proponent shall prepare an Operational Plan describing how he/she plans on delivering all of the administrative and maintenance services of the Contract. The Plan shall include the following sections:

- Summary;
- Organizational Chart;
- Work Responsibilities;
- Personnel;
- Work Schedules; and
- Separate Work Plans.

The Operations Plan shall demonstrate that the Proponent possesses the necessary knowledge, skills and personnel/material resources to deliver the required services. Among other items, the plan should specify:

- Company controlled services and services delivered by subcontractors;
- Method of monitoring to ensure the provision of high quality services;
- Planned environmental protection measures.

2.1 Summary (two (2) pages or less)

Maximum Score: 5 points

- Provide a summary indicating the manner in which the Proponent will be operating the Contract (e.g., summarize the plan that you are submitting as required in 2.2 to 2.7 below; the summary must highlight all major functions (landscape, civil, snow and ice control, waste/recycling/cleaning, events and programs, etc.) of the Contract and must also demonstrate your understanding of the Contract).

2.2 Organizational Chart (one (1) page for summer, one (1) page for winter)

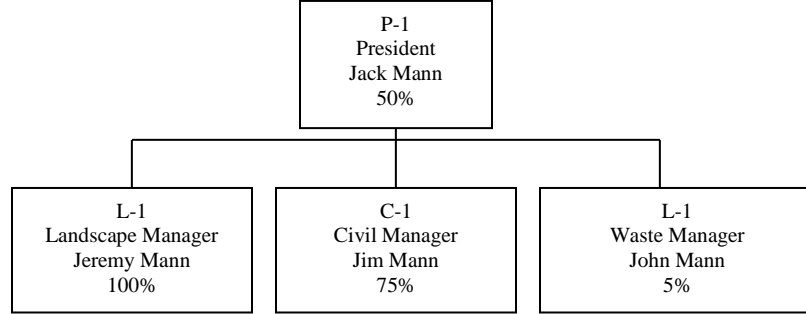
Maximum Score: 10 points

- Provide two (2) organizational charts with an estimate of person-weeks (one (1) for summer and one (1) for winter) describing all management, supervisory and maintenance positions proposed for the Contract:
 - Organizational structure of all key personnel (i.e. Owner, president, operations manager, civil manager, landscape manager, administration manager, and crew leaders/supervisors). Services for Special Maintenance Programs and event support must also be considered when creating maintenance positions;
 - Number of staff members anticipated to report to each manager/supervisor;
 - For each position, provide a position code, a position title, the name of personnel for each position and the percentage of time that individual will be assigned to this contract ;
 - Indicate the reporting relationships between positions (e.g., lines and levels on chart indicating supervisory relationships).

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

SAMPLE



2.3 Work Responsibilities (two (2) pages for summer and two (2) pages for winter)

Maximum Score: 10 points

- Provide two (2) tables (one (1) for summer and one (1) for winter) describing the responsibilities of each position indicated in the Organizational Chart;
- Provide for each key position:
 - The same code, title and name of personnel as the ones assigned in the Organizational Chart;
 - The percentage of time that individual will be assigned to this contract;
 - A listing and description of all responsibilities assigned to a position (must also include responsibilities related to Special Maintenance Programs and Events).

Position Functions – Summer (Sample)	
Position	Responsibilities
P-1 President Jack Mann	<ul style="list-style-type: none"> ▪ Manages budgeting and reporting functions of the Contract.
L-1 Landscape Manager Jeremy Mann	<ul style="list-style-type: none"> ▪ Manages all landscaping operations of the Contract.
C-1 Civil Manager Jim Mann	<ul style="list-style-type: none"> ▪ Manages all civil operation functions of the Contract.
W-1 Waste Manager John Mann	<ul style="list-style-type: none"> ▪ Manages all waste operation functions of the Contract.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

2.4 Personnel (two (2) pages or less)

Maximum Score: 10 points

- For of the individuals identified in 2.2 and 2.3, indicate for each of them; education, qualifications and experience (do **not** provide supporting Curriculum Vitae);
- Provide for each candidate:
 - The same code, position title and name of candidate as the ones assigned in the Organizational Chart;
 - The percentage of time that individual will be assigned to this contract;
 - The education, qualifications and work experience that are relevant to the position occupied by the candidate in the Organizational Chart.

Personnel (Sample)	
Personnel	Qualifications and Experience
P-1 President Jack Mann	<ul style="list-style-type: none"> ▪ College degree in Administration from a recognized academic institution; ▪ Managed Mann and Sons for the last 10 years.
L-1 Landscape Manager Jeremy Mann	<ul style="list-style-type: none"> ▪ Certificate in Horticulture from a recognized academic institution; ▪ Managed landscape operations at Mann and Sons for the last 10 years.
C-1 Civil Manager Jim Mann	<ul style="list-style-type: none"> ▪ Civil Engineering Certificate from a recognized academic institution; ▪ Managed civil operations at Mann and Sons for the last 10 years.
W-1 Waste Manager John Mann	<ul style="list-style-type: none"> ▪ Waste Management Certificate from a recognized academic institution; ▪ Managed waste operations at Mann and Sons for the last 10 years.

Note: Work Responsibilities (2.3) and Personnel (2.4) sections may be combined into a single all-inclusive table format (maximum of six (6) pages for combined table format).

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

**2.5 Equipment, Material and Infrastructure
(one (1) page or less)**

Maximum Score: 5 points

- Provide a listing of all of the light and heavy equipment that are the property of the Proponent and that will be used to deliver services as part of the Contract.

Equipment (Sample)	
Type	Function
Ride-on tractor with multi-use attachments	<ul style="list-style-type: none"> ▪ Turf mowing; ▪ Snow blowing.

2.6 Work Schedules (two (2) pages or less)

Maximum Score: 30 points

- Describe how the company would organize the following key maintenance activities by completing the form in Appendix 7-H. For each site, identify how many person hours per week the proponent anticipates assigning in each maintenance category (turf, landscape, civil, waste, SNIC):
 1. One typical work week in early July when grass is still growing;
 2. One typical work week in January .

(Consider weekends as part of the work schedule, where appropriate or required)

2.7 Separate Work Plans (two (2) pages)

Maximum Score: 10 points

- Provide a brief work plan (1/2 page or less per issue/program/event) indicating how you will manage the following:
 - Start-up operations (April 1st of the first Year of the Term of the Contract);
 - Response to a winter storm (one medium to large snow and ice storm);
 - Response to emergencies;
 - Site Monitoring/Quality Control;
 - Floral program;
 - Event support (Canada Day and Other Minor Events).

(Consider weekends as part of the work schedule, where appropriate or required)

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-D
RATED REQUIREMENTS
(continued)**

Evaluation Criteria

The Operations Plan and Separate Work Plans shall be evaluated on the following criteria:

1. Concise, coherent and comprehensible Plans (e.g. evaluation of quality of information provided):
 - All key activities indicated or incorporated into various sections (e.g., Summary, Organizational Chart, etc.) are included in the Plan.*
 - Information is well organized, structured and to the point.
 - Main points of the Summary have been taken into consideration and integrated into other sections of the Operations Plan or into the Separate Work Plans.
 - It is easy to understand how the Proponent will operate.
2. Correct and efficient Plans (e.g., evaluation of ideas proposed):
 - The Proponent clearly understands the Scope of Work of the Contract. The proposed manner in which the Proponent wishes to operate is suitable for this kind of contract. Sufficient and appropriate resources to accomplish the work are identified and available. The Plan is deemed functional, realistic and implementable.
 - The Plan can and will, once implemented, deliver optimal quality of services in a timely fashion.

* Criterion applicable only to Operations Plan and not Separate Work Plans.

Operations Plan Total Maximum Score: 90 points

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-E TECHNICAL EVALUATION

Table of Contents

The following table of contents is to be used by the Proponent as a framework for the preparation of his/her Detailed Proposal.

Covering Letter

1. Company – Profile, Experience, References and Financial Situation

1.1 Profile	10 points
1.2 Experience	10 points
1.3 References	10 points
1.4 Financial Situation	10 points

Total **Maximum: 40 points**

2. Operations Plan

2.1 Summary	5 points
2.2 Organizational Chart	10 points
2.3 Work Responsibilities	10 points
2.4 Personnel	20 points
2.5 Equipment, Material and Infrastructure	5 points
2.6 Work Schedules	30 points
2.7 Separate Work Plans	10 points

Total **Maximum: 90 points**

Note

- The Proponent shall use a covering letter as a means of introducing his/her company and/or the Proposal itself.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-F
FEDERAL GOVERNMENT PROGRAM FOR EMPLOYMENT EQUITY**

http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page

Refer to form:

Number	LAB1168
Title	Agreement to Implement Employment Equity http://www.servicecanada.gc.ca/finif/index.jsp?app=prfl&frm=lab1168&lang=eng

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-G
CONTRACT PERCENTAGE BREAKDOWN**

<u>Sites</u>	Percentage of Total Cost
1. Cliff Heating Plant	_____ %
2. Confederation Building	_____ %
3. Conference Centre	_____ %
4. Connaught Building	_____ %
5. East Memorial Building	_____ %
6. Fleet Street Parking Lot	_____ %
7. Justice Building	_____ %
8. Langevin Block	_____ %
9. Library and Archives Canada	_____ %
10. Parliament Hill	_____ %
11. Parliament Hill Parking 850	_____ %
12. Sparks Street Post Office	_____ %
13. Supreme Court of Canada	_____ %
14. Wellington Street Park	_____ %
15. West Memorial Building	_____ %
16. 90 Wellington Street	_____ %
	_____ 100%

Contractor's Name: _____

Signed: _____ Dated: _____

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-H (1)

Workload distribution – Typical week in July

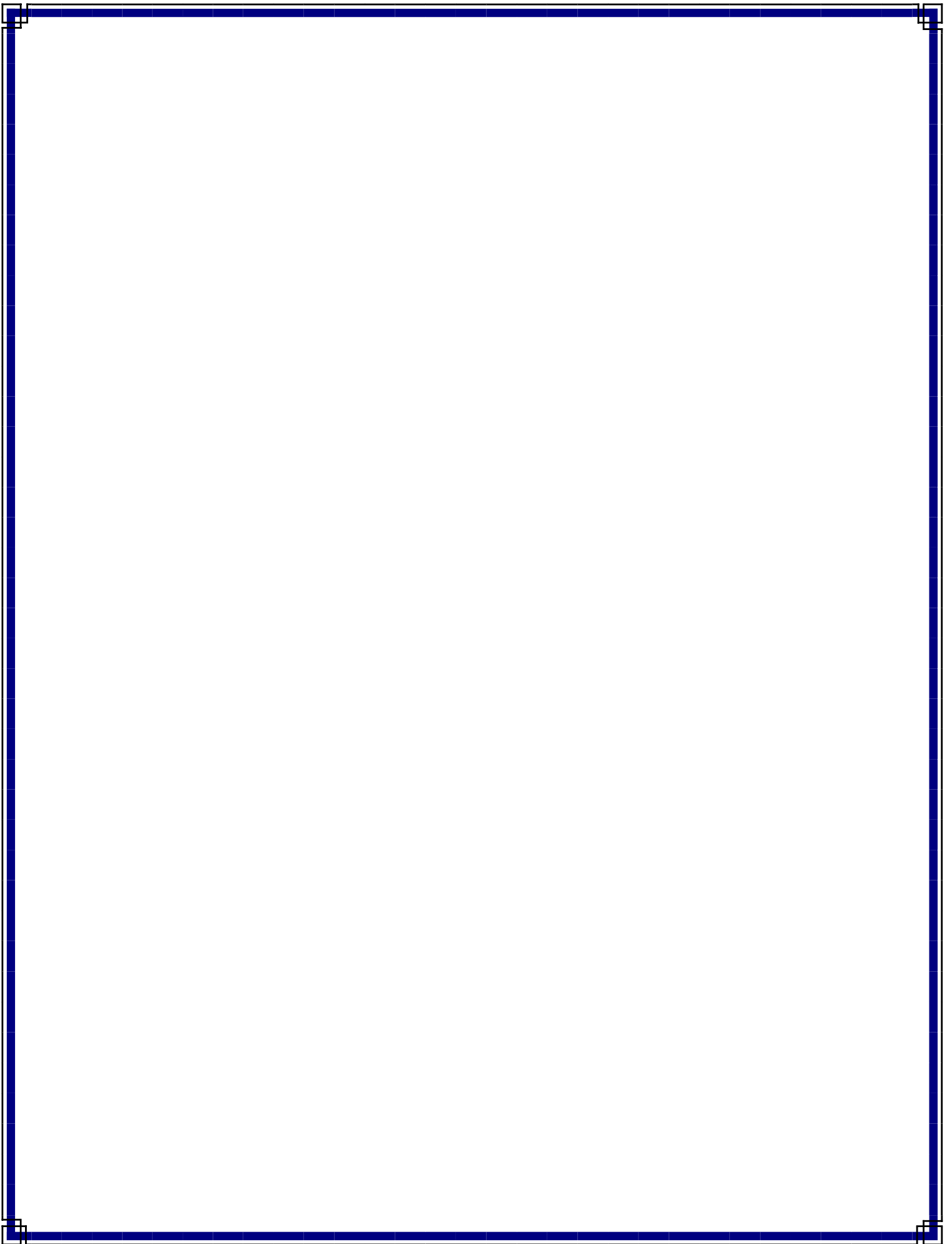
Item	Sites	Person hours per week, as per Appendix 7-D (2.6)					Total
		Landscape	Civil	Electrical	Waste	Special Programs	
1	Cliff Heating Plant						
2	Confederation Building						
3	Conference Centre						
4	Connaught Building						
5	East Memorial Building						
6	Fleet Street Parking Lot						
7	Justice Building						
8	Langevin Block						
9	Library and Archives Canada						
10	Parliament Hill						
11	Parliament Hill Parking 850						
12	Sparks Street Post Office						
13	Supreme Court of Canada						
14	Wellington Street Park						
15	West Memorial Building						
16	90 Wellington Street						

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-H (2)

Workload distribution – Typical week in January

Item	Sites	Person hours per week, as per Appendix 7-D (2.6)			Total
		Civil	Waste	SNIC	
1	Cliff Heating Plant				
2	Confederation Building				
3	Conference Centre				
4	Connaught Building				
5	East Memorial Building				
6	Fleet Street Parking Lot				
7	Justice Building				
8	Langevin Block				
9	Library and Archives Canada				
10	Parliament Hill				
11	Parliament Hill Parking 850				
12	Sparks Street Post Office				
13	Supreme Court of Canada				
14	Wellington Street Park				
15	West Memorial Building				
16	90 Wellington Street				



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:

Note: Affix Corporate seal if applicable.

Principal _____

Witness _____

Surety _____

LABOUR AND MATERIAL PAYMENT BOND

Bond Number _____

Amount \$ _____

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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

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

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

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

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

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

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

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

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

Branch Number / 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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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