



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Request for Proposal

**Maintenance
Management
Contract**

Rideau Canal Corridor

NCC RFP AL1714

Part I

August 2017

REQUEST FOR PROPOSALS (RFP)
NCC Tender File No.AL1714

Rideau Canal Corridor
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, 2018**, on natural and built facilities and assets as described in this RFP. (See map on page 5.)

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

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

Ce document est aussi disponible en français.

NCC CONTACT:

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 the Rideau Canal Corridor Contract (see section 7 Process for Submitting a Proposal).

The maps included with this RFP clearly present the boundaries of the Contract with respect to the location where the work is to be performed.

Rideau Canal Corridor Contract Sites:

1. Arboretum Pathway
2. Colonel By Drive
3. Commissioner’s Park
4. Dow’s Lake Parking Lot
5. Dow’s Lake Pavilion
6. Patterson’s Creek
7. Queen Elizabeth Driveway

SECTION 1 – INTRODUCTION

1.1 Scope of Work

The Maintenance Management Contract consists of providing Landscape and Civil Maintenance as well as Snow and Ice Control and Waste/Recycling/Cleaning Operations on NCC Sites located within the Rideau Canal Corridor. The Contract also includes providing 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, structural pruning/trimming of trees, etc.;
 - **Annual, bulb and perennial:** mowing of daffodils, planting/removal, watering, fertilizing, cultivating, edging, hand weeding, pinching, roguing, winter protection, plant division-perennial, etc.;
 - **Non-desirable vegetation/nest/small animal control** inspecting and removing as needed.

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

SECTION 1 – INTRODUCTION

(on all surfaces including, but not limited to, walls, bridges, tunnels, posts, signs, trees, escarpments, etc.); posters and foreign objects removal; spring clean-up; spills removal; bridge and tunnel cleaning and flushing.

- **Special Site Requirements**
 - Providing additional services that may be outside of typical site activities. 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 63,500 annuals and of 265,000 bulbs per year.
 - Mulching and Composting.
 - Providing and spreading mulching and composting material as indicated in 4.8.1.5.
- **Event Support**
 - For a fixed number of events, as detailed in Section 5:
 - Pick-up, transportation, repairs, installation and dismantling of equipment (barricades, cones, signs, etc.); closing and opening of parkways and pathways; providing line locates; event monitoring.
 - Operational and logistical support for the Sunday Bikedays program.
 - Operational and logistical support for five (5) events.
 - Operational and logistical support for fifteen (26) parkway/road closures.
 - Operational and logistical support for the Tulip Legacy program.
- **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.

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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 (Event Support 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 material required to fulfill the obligations of the Contract.

The Contractor shall be responsible for any Rehabilitation and/or Replacement costs resulting from the absence or lack of Routine and/or Non-Routine and/or Preventive 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 (Event Support and Other Services) of the Contract.

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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. Processing all administration and payment of Utilities for NCC buildings and facilities used by the public;
- D. 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 (for NCC assets only)

- A. Providing detailed plans for each flower bed, portable planter, floral box and portable and fixed furniture for the majority of sites;
- B. Providing structural/aesthetical pruning on NCC Lands;
- C. Ensuring the repairs (with the exception of pothole/sinkhole filling, which are the Contractor's responsibility) of roadways and parking lots, walkways, pathways, sidewalks, steps and trails;
- D. Ensuring the life cycle Rehabilitation of the following assets: roadways and parking lots, walkways, pathways, sidewalks, steps and trails, Systems (lighting & electrical, drainage, plumbing/irrigation/water), fixtures and furniture;
- E. Providing light standards, granite sets, cobblestones, all signs (blades, decals) and decorative/drinking fountains and any specialized pavers to the Contractor when Replacement is required;
- F. Providing some repair services for concrete and masonry surfaces;
- G. Ensuring the repairs and Rehabilitation (including "permanent" graffiti removal) of all statues, sculptures, works of art and monuments on NCC Lands;
- H. Painting of all roadway, parking lot and pathway lines, pictograms, stop bars, traffic markings, etc.;
- I. Providing maintenance, repairs and graffiti removal on Capital Pathway signage and Visitor Access Network, Orientation and Attraction signage;
- J. Inspection, repair and Replacement of roadway lighting systems.

1.4.3 Event Support

- A. Managing land use permission for festivals and events;
- B. Notifying Contractor in writing of upcoming new events;
- C. Coordinating liaison with event organizers;

SECTION 1 – INTRODUCTION

1.4.4 Land Management Services

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

1.4.5 Law Enforcement & Public Safety

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

1.4.6 Property Management Services

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

2.0 Introduction

This section contains 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:

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

demolished/destroyed (e.g. Replacement of field assets such as picnic tables and benches).

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

“**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.

“**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),

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or
- (iii) if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Contractor.

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

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

“**Hourly Rate/Unit Price**” means 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.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

“**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 it may be effectively utilized for its designated purpose.

It also includes the following:

- a) “**Routine Maintenance**” means all Maintenance required more than once per month on any given site and/or single asset. It includes Maintenance services generally required to offset the effects of weather and vegetation growth, plus minor repair and parts replacement of a reactive nature to remedy defects and unserviceabilities including, without limitation, such activities as snow and ice removal, grass cutting, replanting of floral displays, pothole repair, replacement of sprinkler heads and light bulbs, sign reinstallation, vandalism repairs and resetting granite sidewalks.
- b) “**Preventive 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 Lands or Buildings**” means lands or buildings owned and maintained by the NCC. These lands or buildings are included within and constitute an integral part of this Contract.

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

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

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

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

“**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 AL1714 for the Rideau Canal Corridor Contract.

“**Safety and Clearance Pruning**” is all pruning, trimming and removal of trees and shrubs related to safety, the maintenance of clearance corridors and existing vistas on the lands which are subject to this Contract. Those activities are more precisely described in section 4.3.2.

“**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.

“**Event Support 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, Aesthetic and Maintenance Pruning**” means pruning and trimming activities that are related to the appearance and the development of a structurally sound branch system in an effort to control the size and long term health of the tree. It includes crown/canopy thinning, directional or formative pruning, creation of new vistas, crown reduction and cabling installation and removal. This activity is more precisely described in 4.8.2.

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

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

“**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, 2018 and terminating March 31, 2023.

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

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

“**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.

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

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

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

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

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2.2 Extended Meanings

2.2.1 Governing Laws and Forum

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

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

2.2.2 Currency

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

2.2.3 Severability of Provisions

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

2.2.4 Entire Contract

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

2.2.5 Headings & Table of Contents

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

2.2.6 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: Commissioner’s Park; program: Floral Program; events: Sunday Bike 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 and 2.3.2.4.2). This process shall determine the amount owed to either the NCC (in the case of withdrawals) or to the Contractor (in the case of additions). The following is a summary of the cost establishment process:

Prior to Contract Award

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

After Contract Award and During Term of Contract

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

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

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

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

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

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

2.3.2.2 Additions to Contract

In addition to 2.3.2 and 2.3.2.1, the Contractor acknowledges that should there be any sites/programs/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 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.

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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/event/service that is different from the one indicated in 2.3.2.1 above. The total amount for the site/program/event/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/event/service/activity/sub-activity.

2.3.2.4.2 Withdrawal of Activities/sub-activities

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

2.4 Contractor's Obligations

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

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

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

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

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

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 2018, for

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the NCC’s review and approval, an annual payment schedule in the form and having the content described in Appendix 6-A, and allocating the Fixed Fee on a monthly basis as described in 6.1.1.

2.4.1.2 Approval of Payment Schedule by NCC

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

2.4.1.3 Approved Payment Schedule Unamendable

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

2.4.1.4 Limitation on NCC Financial Obligations

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

2.4.1.5 Holdback on Final Payment

Upon the expiry or earlier termination of the Term, the NCC shall withhold 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 Planning Process for Minor Capital Projects

2.4.2 Planning Process for Minor Capital Projects

2.4.2.1 Minor Capital Projects

The NCC plans its Minor Capital Projects by establishing a list, determining priorities over several years and regularly updating the list and the priorities. In support of the NCC’s planning process, the Contractor agrees to prepare and submit to the NCC, for the NCC’s review and consideration, a completed annual Capital work assessment report in respect of any proposed Minor Capital Project

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expenditure for such works as the Contractor identifies as necessary to maintain the quality standards in existence at the commencement of the Term (see 6.1.7).

2.4.2.2 Minor Capital Project Implementation

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

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

2.4.3 Conditions Common to Performance of All Maintenance Duties

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

2.4.3.1 Permitted Uses

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

2.4.3.2 Environmental Laws, Administrative Policies and Procedures

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

2.4.3.3 Business Practices

The Contractor agrees not to conduct and to use its best efforts to restrain all other persons entitled to use the Subject Matter or any part or parts thereof from conducting any of the following businesses or methods of doing business on or

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from the Subject Matter, and further agrees to include the wording of this section in any contracts granting the use of the Subject Matter or any part or parts thereof:

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

2.4.3.4 Bilingual Services

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

2.4.3.5 Signage

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

2.4.3.6 Duty to Act in Good Faith

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

2.4.3.7 Warranty

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

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

2.4.3.8 Commitments Made in Contractor's Proposal

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

2.4.3.9 Work for Others

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

2.4.3.10 Security Risks

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

The security requirements are more specifically described in 2.15.15.

2.4.3.11 Heritage Buildings

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

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“recognized”, appropriate heritage advice must be obtained before any action affecting the heritage character is taken. The Contractor agrees to comply with all requirements imposed from time to time by FHBRO with respect to such properties.

2.4.3.12 Archaeological Discoveries

The Contractor agrees that, if at any time during the Term, any vestiges of early human occupancy of the land, including without limitation bones, ruins, or artefacts, are discovered in the performance of the Work under this Contract, the Contractor shall immediately suspend all such Work and shall advise the NCC forthwith of the discovery. See 3.33.

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2.5 Contracting

2.5.1 Limitations on Contracting Authority

2.5.1.1 Authority Linked to Approved Budgets

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

- a) Such expenditure or contract is made pursuant to a payment schedule or a capital budget which has been approved by the NCC pursuant to 2.4.1.3 and/or 2.4.2.2;
- b) If required pursuant to 2.5.2, the Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- c) The Contractor has complied with the other 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 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

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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:

- 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;

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- b) refrain from and not permit the commencement of any construction, demolition or alteration works to effect any part or parts of the lands or structures comprising the Subject Matter without first obtaining approval therefore from the NCC; and
- c) include in agreements with proposed users of lands and structures involving a change in use of lands or structures, a term that receipt of NCC approval to the change in land use is a condition precedent to the creation of a binding agreement.

2.6 Treatment of Payments & Receipts

2.6.1 Treatment of Payments

2.6.1.1 Liability for Fixed Fee

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

2.6.1.2 Manner of Payment to Contractor

Provided that the Contractor is not in default hereunder 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 pursuant to 2.4.2. Nothing herein shall prevent the Contractor from contesting any liability to a Person for any claim for lien or the validity of any construction lien.

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2.7 Accounting & Reporting Requirements

2.7.1 Maintenance of Office & Records

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

2.7.2 Ownership & Access

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

2.7.3 Reporting Format & Content

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

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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

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.

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2.7.7.4 Access by Contractor

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

2.7.7.5 Maintenance of NCC Records

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

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

2.7.7.6 Confidentiality

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

2.7.7.7 Return of NCC Records on Termination

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

2.7.8 Access to Information Act & Privacy Act Matters

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

2.7.8.1 Restricted Use of Personal Information

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

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2.7.8.2 Security of Records

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

2.7.8.3 Disposal at End of Term

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

2.7.8.4 Collection of Personal Information

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

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

2.7.8.5 Access to Information

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

2.7.8.6 Retention of Records

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

2.7.8.7 Audit Rights

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

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2.8 Collection by Contractor

2.8.1 Limitation of Contractor’s Responsibility

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

2.9 Conflict of Interest

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

2.9.1 Prohibited Transactions

2.9.1.1 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

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.

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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)

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.

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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 or giving of securities, and any other matter whatsoever referred to in this Contract. No waiver by the NCC of any rights under this Contract shall be effective unless in writing and no such waiver shall be taken in any manner whatsoever to affect those rights or any other rights, except as expressly so provided in such waiver, and only for such time periods as are provided in such waiver. Nothing except for the performance of all obligations of the Contractor and the Indemnifiers under or contained in this Contract will discharge the Indemnifiers.

2.10.6 No Obligation to Exhaust Other Remedies

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

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

2.10.7 Insurance

2.10.7.1 Minimum Coverage

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

a) Liability Insurance:

Minimum Amounts of Coverage Required:

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

b) Endorsements:

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- 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 (the Work) to respect its obligations under this Contract, including, but not limited to, specialized services such as pruning and trimming of trees and shrubs.

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

2.10.7.2 Assignment of Insurance

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

2.10.7.3 Premiums

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

2.10.7.4 Non-Cancellation

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

2.10.7.5 Evidence of Insurance

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

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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

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

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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 an 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 \$200,000.00 unconditional irrevocable letter of credit or a \$ 200,000.00 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 10% each of the five (5) year grand total estimated amount including taxes.

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.

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

2.11.2 Cancellation of Letter of Credit

On the expiry or earlier termination of the Contract (unless termination results from a default on the Contractor’s part), the letter of credit shall be eligible for cancellation or

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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.

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

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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.);

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

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- 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 (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:
- a) first occurrence of the default of one or more item listed in Appendix 2-B: penalty of \$500.00;
 - b) irrespective of the item, the second occurrence of the default: penalty of \$1,000.00;
 - c) irrespective of the item, the third occurrence of the default: penalty of \$1,500.00; and
 - d) each additional occurrence of default (following the third): preceding penalty plus \$1,000 (for example, for a fourth case = \$2,500 (\$1,500 + \$1,000), fifth case = \$3,500 (\$2,500 + \$1,000), and so forth).

2.14.2 Appointment of an Administrator

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

- i) Every such receiver shall be the irrevocable agent or attorney of the Contractor for the collection of all revenues (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;
- 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;

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- 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 (if applicable) 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.

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

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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 harmonized sales tax if applicable.

2.15.5 Inflation

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

2.15.6 Force Majeure

a) Subject to the provisions of 2.15.6 (b) where the performance of an obligation of the Contractor is subject to Force Majeure as defined in 2.1.1, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance

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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.

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.

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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 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;

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- “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 Reliability

For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Site Access or 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.

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

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

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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 the fire department or the police; and
- b) Forthwith after advising the appropriate authorities, provide a detailed written report of the occurrence to the NCC Corporate Security and the CMO (see 6.1.10).

2.15.15.3 Preparation of Threat & Risk Assessment

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

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

2.15.16.1 Sales Taxes

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

2.15.16.2 Income Tax Requirements

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

2.15.17 Inspection Rights

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

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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 Workplace Safety and Insurance Board of Ontario.

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

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

2.15.21 International Sanction

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

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

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

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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 Applicable Trade Agreement

This procurement is subject to Canadian Free Trade Agreement (CFTA) but considered excluded coverage and exempt from the North American Free Trade Agreement (NAFTA) and the Agreement on Government Procurement - World Trade Organization .

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.

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 applicable regulations and guidelines;
- (f) All policies or guidelines issued by the NCC relating to the Contract.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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) Its 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;
 - 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;
 - Its 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.

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

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

2.15.25 Standing Offer Agreement (SOA)

The Contractor must provide Hourly 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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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 Site Fee of the Contract. The Fixed Site Fee for the first Year of the Contract shall be the Site fees (items 1 thru 7) as provided by the Contractor and indicated in Appendix 7-A (1), (2), (3) and (4). For subsequent Years of the Contract, the Fixed Site Fees (items 1 thru 7) shall be established as follows:

Example only

2.16.1 Year Two of Contract (April 1, 2019 to March 31, 2020)

The annual Fixed Site Fee (excluding taxes) for the second Year shall be based on the annual Fixed Site Fee (excluding taxes) during the first Year (April 1, 2018 to March 31, 2019) 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 2017 and December 2018, plus applicable taxes.

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for December 2018 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for December 2017 was 131.6.

$\% \text{ difference} = ((133.9/131.6) \times 100) - 100 = 1.7\% \text{ increase}$
(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”.

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**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 expressed in 2.16;
- The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to SOAs and subsequent call-up purchase orders (see 2.15.25).
- The Contractor shall supply a copy of certification for full-time employees. Proof of subcontractor’s certification shall be supplied upon request from CMO.

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

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

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

Category	Description	Unit Price Excluding Taxes
<i>Turf</i>	Turf sodding: Removal and disposal of old turf, preparation, fertilizing and topsoil where required (per square metres)	Per square metre 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 .	Per square metre 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: 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 . Price per square meter	Per square metre Up to 100 m ² : _____ 100 m ² to 1,000 m ² : __ Over 1,000 m ² : _____
<i>Floral Program</i>	Unit price per tulip bulb (purchased, dipped, planted and maintained)	
	Unit price per annual (purchased, planted and maintained)	
<i>Turf Fertilization</i>	Unit price for fertilizing per square metre (20-0-10 30% Umaxx / 30% XCU / 1% Mg / 2% Ca. (or approved equivalent) at 2.5 Kg/100 m ²).	
<i>Aerating</i>	Unit price for mechanical aerating per square metre	
<i>Winter protection</i>	Plant bed (snow fencing with burlap, 1.2 metre height) (per linear metre)	
	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	Hourly Rate Excluding Taxes
<i>Tree Removal/Pruning and tree Maintenance</i>	Crew of 3 including one qualified climber with appropriate tools	
	Crew of 3 including one qualified climber with appropriate tools and chipper	
	Crew of 3 with bucket and appropriate tools	
	Crew of 3 with bucket and appropriate tools and chipper	
	Crew of 3 with chipper and appropriate tools	
	Arborist and helper with appropriate tools	
	Arborist with appropriate tools	
	Cabling	
	Deep root watering	
	Deep root fertilization (Liquid)	
	Deep root fertilization (granular)	
		Unit Price Excluding Taxes
<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>Canal Railing</i>	Aggregate intermediate railing post - Remove damaged post, transport and install new post.	
	Aggregate primary railing post (also known as a 'King' post) - Remove damaged post, transport and install new post.	
	Steel tubing for railing -Supply and install galvanized 50mm ID steel tubing section to ASTM A53, seamless carbon steel schedule 40. - One coat of primer -Two coats of black marine paint, gloss finish.	Per linear meter
	Repair of the canal wall coping.	Per linear meter

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 FINANCIAL 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:
 - Daily Log Book (6.1.17);
 - Insurance Certificate (6.1.3);
 - Annual Fixed Fee Payment Schedule (6.1.1);
 - Year-end Expenditure Report (6.1.2);
 - WSIB certificate (6.1.4);
 - Asset Inventory (6.1.6);
 - Annual Capital Work Assessment Report (6.1.7);
 - Fire Extinguisher Condition Report (6.1.16);
 - Electrical Reports (6.1.20).

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

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

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

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

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

List of Issues by Site

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

List of Issues by Site for the Rideau Canal Corridor Contract

	1) Arboretum Pathway	2) Colonel By Drive	3) Commissioner's Park	4) Dow's Lake Parking Lot	5) Dow's Lake Pavilion	6) Patterson's Creek	7) Queen Elizabeth Driveway
Rugged Terrain (General)							
Hill/Slope		X		X			X
Ravine/Escarpment/Cliff							
Body of Water	X	X			X	X	X
Confined Space		X	X			X	X
Contaminated Area	X	X	X	X	X	X	X
Contaminated Waste (droppings, syringes, etc.)			X		X	X	X
Remote Work Area	X	X					
High Public Use Area	X	X	X	X	X	X	X
High Vehicle Use Area		X		X	X		X
Electrical System		X	X	X	X	X	X
Mechanical System						X	X
Drainage/Sewer System		X	X	X	X	X	X
SNIC			X	X	X	X	X
Working at Night	X	X	X	X	X	X	X
High Profile Area		X	X				X

SECTION 2 – TYPICAL TERMS AND CONDITIONS

Appendix 2-D

Environmental Guidelines, Policies and Procedures 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

- *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.

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

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

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.

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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

Trees

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

Water Quality, Fish, and Fish Habitat

- Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed. Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks.
- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Weather

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

SECTION 2 – TYPICAL TERMS AND CONDITIONS

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.
Tree/shrub: safety and Maintenance, pruning,	Yes, when carried out	<ul style="list-style-type: none"> Potential damage to trees or shrubs protected under the <i>Species at Risk Act</i> or provincial 	<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 	<ul style="list-style-type: none"> NCC approval prior to tree pruning, cutting or removal.

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.

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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.)
trimming, cultivating, edging, mulching, removal, winter protection, etc.	in relation to a physical work (e.g. pathway Maintenance)	legislation. <ul style="list-style-type: none"> 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. 	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>). <ul style="list-style-type: none"> *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"> 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.
Annual, bulb, and perennial: mowing of daffodils, planting/removing,	No	<ul style="list-style-type: none"> Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life. 	<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. Flowers that are removed and show signs of disease or pests must be appropriately disposed 	

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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.)
watering, fertilizing, cultivating, edging, hang weeding, pinching, roguing, winter protection, plant division, etc.		<ul style="list-style-type: none"> Improper disposal of flowers may spread invasive pests, diseases or pathogens. 	<p>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.</p> <ul style="list-style-type: none"> 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. 	
Non-desirable vegetation / nest / small animal control⁴: inspecting and removing as needed.	Yes	<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’s <i>An Act respecting threatened or vulnerable species</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 based on the invasive species you are working with. 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 	<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.)
			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, interlocks, flag stones, cobblestones, patio stones, etc.): re-setting, correcting, 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"> 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 work site. 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. 	

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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.)
			<ul style="list-style-type: none"> 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 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 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>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. • *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. • *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. 	<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 the arrival of birds in the spring, in order to prevent birds from initiating nesting

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 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 core migratory bird breeding and nesting 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 entering the watercourse. • 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. 	<p>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 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"> • 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 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 	<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 CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<p>Environment Canada. Contact the CMO prior to excavation in order to obtain the necessary permit.</p> <ul style="list-style-type: none"> *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 core migratory bird breeding and nesting 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. buildings, kiosks, chimneys, roofs, etc.). 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). 	<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 CEEA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
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, transporting, disposing, providing floor control and emergency	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 Consult CMO.

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.)
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 disposed of in accordance with provincial and federal regulations. 	

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

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

- 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).

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

Debris Removal

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

Machinery Maintenance

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

Site Reinstatement (if required)

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

Management of Material

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

Fauna

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

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 (Event Support and Other Services) and 6 (Reporting) 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' 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 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 events 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, 2018) 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 respects

SECTION 3 – GENERAL REQUIREMENTS

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 Preventive 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.) 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 being responsible for all damages and abnormal wear and tear caused during the exchange period. In the event of any dispute the NCC shall make the final decision which shall be binding on all parties;
- Not provide portable assets to any NCC or non NCC organization without obtaining prior approval from the CMO.

3.4.3.3.2 Storage

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

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3.4.4 Buildings

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

- Storage and washroom facility at Patterson’s Creek;
- Some small service rooms.

The Contractor is responsible for all maintenance of these NCC buildings and facilities in accordance with the requirements of section 4.4.5.4. The Contractor is not responsible for the payment of Utilities for any buildings – see 1.4.1.

3.4.4.2 Heritage Buildings

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

- Storage and washroom facility at Patterson’s Creek;

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3.5 Monitoring

3.5.1 Monitoring & Evaluation

3.5.1.1 Contractor

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

The Contractor shall ensure that all sites included in this Contract are 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 Contractor’s 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.

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

SECTION 3 – GENERAL REQUIREMENTS

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 sub-contractor whom he has hired to perform work, in which case the NCC may rescind the penalty.

3.6 Communication Devices and Technologies

The Contractor shall be required to provide as part of this Contract, all of the following communication devices: telephones, cellular phones, voice mail, fax machines, E-mail and digital cameras. The Contractor shall be responsible for purchasing all necessary equipment (including installation fees) and for all costs related to their use (including long distance charges). All public communication systems shall support bilingual communications and shall allow the NCC and the public to leave voice mail messages after working hours. The cellular phone number shall remain the same for the entire Term and shall be given to the NCC before April 1, 2018.

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. The NCC shall notify the Contractor in advance of any changes of deadlines. The Contractor shall modify his/her work plan accordingly and then provide all Operational Services respecting the revised deadlines as determined by the NCC.

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3.9 Emergency Intervention

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

Note

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

3.10 Public Safety

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

3.11 Emergency Closures of Roadways and Pathways/Sidewalks

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

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

3.12 Traffic Control

All traffic control at work sites shall be the responsibility of the Contractor. The Contractor shall comply with the provincial uniform traffic control standards (Ontario Traffic Control Manual, Book 7 – Temporary Conditions). Only Staff trained and certified in the aforementioned traffic control standards shall be used by the Contractor. Guidance on the extent of control measures required shall be obtained from the RCMP or other local policing agencies. Safety vests shall be

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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.

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.

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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 fifteen thousand dollars (plus applicable taxes) for the repair and/or replacement of assets which are damaged or destroyed as per 3.14.1. On an annual basis, the NCC will be responsible for any expenses beyond the \$15,000 dollars identified for this purpose.

Only the amounts resulting from work authorized by the NCC and performed by the Contractor will be deducted from the \$15,000 annual limit. At the end of each year of the contract, the unused portion of the \$15,000 allowance shall be returned to the NCC through a reconciliation process or carried over to the next fiscal year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments.

3.15 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 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.

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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 must 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 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.

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3.20 Flooding

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

3.21 Small Animal Management

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

The Contractor will be responsible to pick up small animals (e.g. groundhogs, skunks, porcupines, squirrels, racoons, foxes) found dead along the roads and trails of the lands included in this Contract. These must be disposed in accordance with all federal, provincial and municipal regulations. 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. racoons) 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 4.6.1.1).

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

3.22 Media Relations

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

3.23 Public Requests for Services

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

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

3.24 No Sale

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

3.25 Salt Boxes (see 4.5)

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

3.26 Fire Extinguishers

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

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

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

The Contractor will:

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

3.27 Transition

The Contractor shall ensure a seamless transition at the beginning, renewal (if any), and termination of this Contract. Furthermore, the Contractor shall provide assistance to the future contractor as well as to the NCC by ensuring continued services during the transition period. The Contractor shall make himself available, at no additional cost to the NCC, until at least

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60 working days after the termination of the Contract for any post evaluation reports, special meetings or other tasks requested by the NCC.

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

3.28 Lost, Found and Donated Items

The Contractor shall collect all (less valuable and valuable) items found on lands included in the Contract. The Contractor shall keep all said items in a safe location at his/her main office. For claims involving valuable items (eye glasses, cameras, 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 location(s) within the geographical limits of the Contract.

3.29 Site Accessibility

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

3.30 Utility Services Meter Reading

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

3.31 Volunteers

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

- Volunteer site clean-up or embellishment activities (e.g. Cleaning the Capital, shoreline clean-up, etc.).
- Other volunteer based events that may be sanctioned or permitted by the NCC (see 5.1).

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

3.32 Removal of Invasive Species on Sites or Part of Sites

Invasive species are now recognized as one of the most severe threat to biodiversity worldwide second only to habitat loss and fragmentation. Invasive alien species are defined as non-native species, whose introduction or spread negatively impacts native biodiversity, including endangered species, the economy and society, including human health.

In its *Environmental Strategy*, the NCC has committed to reducing the amount of Invasive species on urban lands, as well as to maintaining and protecting biodiversity in high-value ecosystems and habitats distributed across NCC lands. The NCC has also committed to incorporating environmentally sensitive practices into all Maintenance contracts. This document is a step in meeting those objectives.

Managing Invasive species will also allow the NCC to fulfill its legal obligations, including the *Convention on Biological Diversity*. The *Canadian Biodiversity Strategy* stemming from this Convention recommends preventing the introduction and spread of Invasive species and identifying and monitoring Invasive species for the purpose of reducing or eliminating their negative impacts on biodiversity. Furthermore, under Canada's *Species at Risk Act*, Quebec's *Act respecting threatened or vulnerable species* and Ontario's *Endangered Species Act 2007*, the NCC must protect federally and provincially listed species at risk on its lands, as well as their habitats.

In 2013, an inventory of 19 aggressive invasive species was conducted on 74 transects located throughout each of high valued ecosystem and habitats on NCC lands. The information collected will serve as baseline information for determining trends in populations and colony sizes. Valued natural ecosystems and habitats found in the Greenbelt, Gatineau Park, and urban lands are essential to maintaining biodiversity in Canada's Capital Region. There are 27 Valued Natural Ecosystems and Habitats (VNEH), representing 33% of the NCC's land. These areas exhibit a combination of the following characteristics: broad diversity of species, shelter for endangered species, natural spaces used for species migration, and maintenance of natural processes.

The NCC has developed a management action plan based upon expert recommendations to address the threat of Invasive species. Concrete actions were identified and follow a hierarchical approach that prioritizes:

1. Prevention of new invasions;
2. Early detection of new invaders;
3. Rapid response to new invaders; and
4. Management of established and spreading invaders (containment, eradication and control).

The Appendix 2-D of this Contract identifies some best practices when dealing with Invasive species. By following these guidelines, Contractors are greatly contributing to preventing new introduction in uninvaded areas and further spread of Invasive species on NCC lands.

The Contractor shall be responsible to remove, on an annual basis (by the end of July for Dog Strangling Vine and between July and October for other species such as Buckthorn, etc.),

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Invasive species located within turf and/or tree/shrubs area on all lands forming part of this Contract.

To perform the work described in the foregoing paragraph, the Contractor must provide, as part of this Contract and on an annual basis, a total of 60 hours of invasive species removal. The Contractor as part of this requirement shall supply for each hour of work a crew of three (3) labourers with a light truck (pick-up), tools and equipment including a chipper as required.

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

The work must be undertaken at the request of the CMO. The CMO shall determine priority sites where work must be undertaken on an annual basis. This clause should not be confused with regular weeding and maintenance in Class A and Class B areas that form part of the Contract. This clause shall apply only to invasive species removal in Class C or Class N areas.

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

Steps to be followed:

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

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

If, at the end of the fiscal year, the NCC has not used all of the 60 hours requested, these hours may be either carried to the following year or exchanged against other services, or reimbursed to the NCC, at the NCC's sole discretion.

3.33 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.

SECTION 3 – GENERAL REQUIREMENTS

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 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 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. Peatmoss

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

3. Sand

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

4. Fertilizer

Complete commercial synthetic stabilized nitrogen lawn fertilizer.

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

Application rate: 2.5 kg per 100 m².

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

5. Lime

Ground agricultural limestone containing not less than 85% carbonates.

6. Bonemeal

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

7. Water

Non-toxic to plants.

8. Grass Seed

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

General all-purpose mix:

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

Application rate: 1.2 kg per 100 m².

Boulevard/curb side mix:

60% Arctic Perennial Ryegrass
40% SR5210 Creeping Red Fescue

Application rate: 1.8 kg per 100 m².

High Traffic Reinstatement Blend (spring or summer application)

80% Arctic Perennial Ryegrass
20% Bluechip Kentucky Bluegrass

Application rate: 4.5 kg per 100 m².

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

SECTION 3 – GENERAL REQUIREMENTS

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

9. Nursery Sod

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

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

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

Broken, dry or discoloured pieces shall be rejected.

10. Plant Material

▪ **Annuals**

Use only compact, sturdy plants with well-developed root systems. Plants shall not be crowded in flats and shall be sufficiently large by planting time. Size to be in accordance with *Canadian Nursery Landscape Association – Canadian Standards for Nursery Stock* (most recent edition) 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* (most recent edition) 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* (most recent edition) 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 Landscape Maintenance, Civil Maintenance and Limited Civil Maintenance to some infrastructures for sites not owned by the NCC, 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 Preventive Maintenance on his/her part. The Contractor must also take note of the additional site specific operational requirements detailed in articles 4.7, Special Site Requirements, 4.8 Special Maintenance Programs as well as Section 5 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

<p>*Indicates Non NCC Sites</p> <p>Site ▶</p> <p>Activity ▼</p>	1) Arboretum Pathway *	2) Colonel By Drive	3) Commissioner's Park	4) Dow's Lake Parking Lot	5) Dow's Lake Pavilion	6) Patterson's Creek	7) Queen Elizabeth Driveway
Turf		B	B	B	B	B	B
Trees and Shrubs		B	B	B	B	B	A/B
Annuals, bulbs & perennials		A	A		A	A	A
Non-desirable vegetation/ nests/small animals		B	B	B	B	B	B
Roadways/parking lots/ walkways/pathways/sidewalks/ trails	B	B	B	B	B	B	B
Lighting & Electrical Systems		B	B	B	B	B	B
Drainage systems		B	B	B	B	B	B
Plumbing, irrigation & water systems		A	A	B		A	A
Fixtures & furniture	B	B	A/B	B	B	B	A/B
Snow & ice control			B	B	B		
Waste/Recycling/Cleaning Operations	B	B	B	B	B	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 Preventive 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, over flow parking: 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: width of 5 m along roads (width of 5m each side), along pathways, fences (width of 3m each side) or additional width at specific locations as directed by the CMO. Cut to 15 cm at the end of July. In meadow fields and other Class C turf areas where the NCC reports (by early July) the presence of invasive species, the Contractor shall cut to 15cm by mid-July. Remove (by the end of July) all invasive species once a year, subject to the limitations of 3.32.	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, fences (width of 3m each side) or additional width at specific locations as directed by the CMO. Cut to 15 cm by mid-July. Remove (by the end of July) all invasive species once a year, subject to the limitations of 3.32.
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 TURF (continued)

4.3.1.2 WATERING			
Class A	Class B	Class C	Class N
Weekly, 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.	Weekly, 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, early spring. 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. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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).		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. Also includes up to a maximum of 375 new trees/shrubs that may be planted by the NCC during the Term of the Contract. The Contractor shall supply all plant material and products where applicable. **For all classes, the Contractor shall not fell, cut, trim, log, damage, destroy or remove any tree/shrub, without prior consent from the NCC.**

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. 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.

4.3.2.1 (a) PRUNING/TRIMMING TREES

1. **Safety and Clearance Pruning:** The Contractor* is responsible for performing all pruning and trimming activities to ensure the maintenance of Safety and Clearance requirements around all trees on the Lands within the boundaries of this Contract. These activities include dead wooding i.e. removing dead or decaying branches (whether resulting from but not limited to the tree’s normal aging/evolution, the elements, a disease, accident or an infestation caused by pests), establishing clearance corridor so that persons and vehicles can easily see all signage, safely use circulation corridors (e.g. trails, pathways, roads, sidewalks, etc.) and safely use urban/recreational infrastructure and spaces (e.g. lampposts, benches, picnic tables, public parks and spaces, vistas, etc.). Pruning includes cutting back branches or trees 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 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).
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 which represent an obvious and immediate danger to persons or property must be secured immediately and pruned/trimmed within 24 hours.

* All pruning to be performed by certified arborists and in accordance with arboriculture practices (International Society of Arboriculture). 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. Refer to clearances specified in special requirements (1, 2 and 3).

Class A	Class B	Class C	Class N
As required for Safety and Clearance.	As required for Safety and Clearance.	As required for Safety and Clearance.	As required for Safety and Clearance.

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 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. Emergency pruning/trimming shall be undertaken immediately.

4.3.2.1.(b) PRUNING/TRIMMING SHRUBS

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

1. **Safety and Clearance Pruning:** The Contractor* is responsible for performing all pruning and trimming activities related to Safety and Clearance of all shrubs on the Lands within the boundaries of this Contract. These activities include maintenance pruning techniques (e.g.; rejuvenation pruning, shearing, hedge trimming, candling, etc.), removing hazardous or dangerous branches, 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.).
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 represents. Branches, shrubs which represent an obvious and immediate danger to persons or property must be secured immediately and pruned/trimmed within 24 hours.
3. **Structural, Aesthetic and Maintenance Pruning:** The Contractor will be responsible for all pruning of shrubs on the Lands within the boundaries of this Contract. Those activities are related to the appearance and the growth habit of a woody plant and its development and health. This includes controlling size, rejuvenating, removing dead branches, trimming hedges, candling, etc., for both deciduous and coniferous shrubs. All shrub pruning must be done in a way that maintains the natural growth habit of the plant.

* All pruning to be performed by personnel who are familiar with ISA Best Management Practices. Refer to clearances specified in special requirements (1, 2 and 3).

Class A	Class B	Class C	Class N
All shrubs are pruned annually or as required to maintain size, natural growth, safety and clearances.	All shrubs are pruned annually or as required to maintain size, natural growth, safety and clearances.	As required for safety and clearances.	As required for safety and clearances.

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.
3. Turf area clearances: 2 meters high over area, except where natural where natural form of tree/shrub is affected.
4. The CMO shall establish if any wood debris shall remain in forested areas. If so, wood shall be cut in 1 meter long lengths before being dispersed or chipped.
5. Clean up and remove all debris from site after each work day.
6. Special attention shall be paid to shrubs in all public parks, open spaces and linear corridors including playgrounds; all branches to be trimmed well back to avoid eye injury.
7. Emergency pruning/trimming shall be undertaken immediately.
8. The CMO shall approve the methods and timing of all shrub pruning.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.2 BED/SAUCER CULTIVATING & EDGING			
Contractor to protect, redefine as required, weed and maintain all existing saucers established around the base of trees/shrubs 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/shrub trunk to the outside of the saucer. See 4.8.1.5.1 for mulch specifications. Raised portion of the saucer shall be levelled around all trees/shrubs when they reach a diameter of 20 cm.			
Class A	Class B	Class C	Class N
Twice monthly in spring, summer and fall and/or as required.	Twice monthly in spring, summer and fall.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Clean up and remove all debris from site after each work day and before moving to another site. While performing bed/saucer Maintenance, the Contractor shall also remove all sucker growth below crown of the tree. 			

4.3.2.3 REMOVAL FOLLOWING NCC APPROVAL			
The Contractor is responsible for performing tree/shrub removal of any and all tree/shrub within the geographical boundaries of this Contract . The CMO will direct the Contractor to remove any tree/shrub which is dead, decaying, is likely to fall and/or is otherwise dangerous, whether resulting from but not limited to the tree/shrub’s normal aging/evolution, the natural elements, a disease, accident or an infestation caused by pests. Trees/shrubs which are dead, decaying or likely to fall but located in Class N forested areas (provided that they do not constitute a safety hazard) may be left in place. In consultation with the Contractor, the NCC shall solely determine which trees/shrubs are to be removed.			
Time Frame: : The Contractor must perform tree/shrub removal activities within a time frame determined by the CMO. The CMO will determine a time frame which is appropriate given the nature of the risk each specific shrub/tree represents. Trees/shrubs which represent an obvious and immediate danger to persons or property must be secured immediately and removed within 24 hours.			
Class A	Class B	Class C	Class N
Removal as directed by the CMO.	Removal as directed by the CMO.	Removal as directed by the CMO.	Removal as directed by the CMO.
SPECIAL REQUIREMENTS			
<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. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2 TREES/SHRUBS DECIDUOUS/CONIFEROUS (continued)

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

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY			
4.3.3 ANNUALS, BULBS AND PERENNIALS			
Includes all annuals, bulbs and perennials (including ornamental grasses).			
Class A	Class B	Class C	Class N*
<p>Plants are healthy, vigorous, well-rooted, and are of superior size.</p> <ul style="list-style-type: none"> • Bulbs are of “top size” (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.</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"> • (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.

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

Definitions:

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3 ANNUALS, BULBS AND PERENNIALS (continued)

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
Annuals in tulip beds: plant annuals after tulip cycle is completed by mid-June at the latest. Annuals in beds with no tulips: plant before June 1 st . Water annuals immediately after planting. Spring flowering bulbs: plant every 1 to 2 years in Fall. Perennials: plant May 15 th to June 15 th or August 15 th to October 1 st .	Annuals in tulip beds: plant annuals after tulip cycle is completed by mid-June at the latest. Annuals in beds with no tulips: plant before June 1 st . Water annuals immediately after planting. Spring flowering bulbs: plant every 1 to 2 years in Fall. Perennials: plant May 15 th to June 15 th or August 15 th to October 1 st .	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> Lay out annuals, perennials and/or bulbs within the bed before planting. Follow all requirements as per the floral program design planting plans. For perennial beds, minimize foot traffic in bed during planting and Maintenance to prevent soil compaction. 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. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3 ANNUALS, BULBS AND PERENNIALS (continued)

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"> 1. 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. 2. Use a “soft water nozzle” to ensure that plants are not damaged during watering. 3. For annuals, the fertilizing program should begin at the annuals plantation up to the bulbs plantation and be maintained throughout the growing season. At the time of planting, apply natural fertilizer McInnes Bio-Garden 4-3-6 at a rate of 1 kg per 10 square metres or an NCC approved equivalent. Spring, Summer and Fall or an NCC approved equivalent (an alternative may be requested following a soil analysis (done by the NCC)). During Spring fertilization add Bio-Rock (mineral amendment) at a rate of 8 kg per 100 m² or an NCC approved equivalent. 			

4.3.3.4 CULTIVATING, EDGING & HAND WEEDING			
Class A	Class B	Class C	Class N
Weekly.	Twice monthly.	None.	None.
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 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. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3 ANNUALS, BULBS AND PERENNIALS (continued)

4.3.3.5 DEADHEADING, TRIMMING, PINCHING & ROGUING			
Class A	Class B	Class C	Class N
Annuals: daily during bloom; once following bloom. Perennials: once following bloom, except species identified for overwintering of interesting seed heads, fruit, etc. Perennials: at end or start of growing season trim to max. 100 mm height. Inter-planted bulbs: trim flower stalk after bloom, trim rest of plant from summer to fall depending on visibility.	Annuals: weekly during bloom; once following bloom. Perennials: once following bloom, except species identified for overwintering of interesting seed heads, fruit, etc. Perennials: at end or start of growing season trim to max. 100 mm height. Inter-planted bulbs: trim flower stalk after bloom, trim rest of plant from summer to fall depending on visibility.	None.	None.
SPECIAL REQUIREMENTS			
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. Monoculture bulbs: protection beds within 10 metres of roads and in deer prone areas. Perennials and interplanted bulbs: protect only during first two winters following the initial planting, as directed by CMO.	Installation: fall. Removal: spring. Monoculture bulbs: protection beds within 10 metres of roads and in deer prone areas. Perennials and interplanted bulbs: protect only during first two winters following the initial planting, as directed by CMO.	None.	None.
SPECIAL REQUIREMENTS			
1. Install green wooden snow fencing around perimeter of floral beds and planters as directed by CMO. Sides close to roads to be covered with protective cloth. Fence and protective cloth to be approved by the NCC (other protective measures may be required by CMO).			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3 ANNUALS, BULBS AND PERENNIALS (continued)

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.3.4 NON-DESIRABLE VEGETATION/NESTS/SMALL ANIMALS

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

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

SPECIAL REQUIREMENTS

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 (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

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

* Naturalized lands.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4 Civil Maintenance

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

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Class B

All Surfaces

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

Asphalt Surfaces

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

- Inspect daily, report and secure immediately as required any deficiencies or Surface discontinuities;
- Provide immediate pothole/sinkhole filling services to ensure safety of users.

Concrete/Masonry Surfaces

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

- Inspect, report and secure any deficiencies or Surface discontinuities ;
- Provide immediate repair services for any emergency situation;
- Minimum once per Year, sweep stone dust and stabilize mixture or sand within joints of granite pavers or other paving surfaces to ensure that joints are filled flush with the top of the paver surface.
- Notwithstanding the aforementioned and in all cases where a deficiency requires action by the Contractor, treating the deficiency means taking reasonable measures to protect users, including making permanent or temporary repairs (as may be required by the Subject Matter), alerting users’ attention to the deficiency by preventing access to the area.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.1 ROADWAYS, PARKING LOTS, WALKWAYS, PATHWAYS, SIDEWALKS, STEPS, TRAILS, BRIDGES, TUNNELS AND WALLS (continued)
Class B
<p style="text-align: center;">Gravel/Granular/Stone Dust/Natural/Decorative Surfaces</p> <ul style="list-style-type: none">▪ Report to the NCC and secure the area around any deficiencies or Surface discontinuities;▪ 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, report and maintain the Components which are deficient;▪ Repair any wood surface and replace any Component (with same grade and dimensions) to ensure a smooth, safe surface free of defect and Surface discontinuities;▪ Maintain the structural integrity of the surface and structural Components;▪ Remove weeds or grass growth between pieces;▪ Repair and/or replace loose, broken, rotten wood or missing hardware or fasteners;▪ Remove any disfigurement, markings or surface stains;▪ Repair or replace boards with cracks or splits, which are unsafe and/or hazardous;▪ Sand, stain and paint all wood surfaces annually before July 1st .

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL
Class B
<p>Includes all electrical infrastructures downstream of the Ottawa Hydro/Hydro Québec electrical meter or demarcation point located on NCC sites and within NCC buildings including, but not limited to: distribution boxes/electrical panels (breakers, disconnects/switches, cables, wire, photocells, timers, relays, transformers, etc.); aboveground and underground electrical conduits; aboveground and underground electrical wiring; light standards (e.g. bases, posts, arms, power outlets, switches, ballasts, fuses, wiring, fixtures, bulbs, and protective fixture casing; and other electrical items (e.g. cords, boxes, alarms, heating and ventilation systems, etc.).</p> <p>The Contractor shall be responsible for all electrical Components found in building or washroom facilities under the responsibility of the Contractor as stated in 4.4.2 paragraph 1. Also the inspection and Maintenance responsibilities of the electrical service rooms inside a building shall be identical to the Maintenance responsibilities of any other electrical service room on NCC Lands as outlined in the Contract.</p> <p>General</p> <ul style="list-style-type: none"> ▪ Perform Routine Maintenance and Preventive Maintenance on lighting System Components; ▪ Complete a lighting report twice monthly, due on the 1st and the 15th of each month. The report shall indicate the inspection date, inspector name, description of deficiency (indicate location on a map) and submit the report to the CMO (see Section 6); ▪ Provide locate services within twenty-four (24) hours of notification. Locates to be valid for fifteen (15) days. CMO and Contractor to jointly determine whether locates must be repeated at a given site; ▪ Adjust timers seasonally; ▪ Take immediate actions for any emergencies or accidents and take the appropriate action to mitigate or repair the emergency or accident. Inform the NCC of plan of action to mitigate or repair the electrical System; ▪ Ensure proper disposal of hazardous waste (e.g. lamps, ballasts, etc.) in accordance with government regulations; ▪ Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes) and the fault is not due to lack of regular Maintenance by the Contractor, the NCC shall be responsible for amounts in excess of \$500; ▪ Provide meter reading, as required by the NCC; ▪ Malfunctioning electrical systems are to be repaired within eight (8) hours from the time they are reported; ▪ Malfunctioning light units and burned out lights are to be repaired within eight (8) hours from the time they are reported; ▪ All bulbs, globes and lenses are to be inspected weekly and replaced as required. If the problem is not solved with bulb replacement, report to the NCC with plan of action to fix the lighting system; ▪ Provide the services outlined in “Appendix 4-B: Electrical – Events Maintenance Program”; ▪ Provide the services outlined in “Appendix 4-C: Electrical – Spring Annual Maintenance Program”. Spring Annual Maintenance Program must be completed by May 15th of each Year and final reports received at the NCC as well as all deficiencies corrected by June 1st of each Year; ▪ Provide for electrical inspection(s) from the Authority having jurisdiction for all new and remedial electrical work, as specified by the applicable Code(s); ▪ All life safety concerns must be corrected immediately; ▪ Any electrical Component that is under warranty (as specified by the NCC) shall not be subject to the “Spring Annual Maintenance program” as described in Appendix 4-C; ▪ All electrical Components whose warranty has expired shall be subject to the “Spring Annual Maintenance program” as described in Appendix 4-C.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL (continued)

Class B

Reference standards

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

Qualifications

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

Safety

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.3 SYSTEMS – DRAINAGE

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

Class B

NCC Lands

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

Non NCC Sites

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

NCC Lands Only

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

Ditch grade lines are uniform and constant in slope.

Water ponding or erosion in ditches or culverts is corrected.

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.3 SYSTEMS – DRAINAGE (continued)

4.4.3.1 CATCH BASINS	
Class B	
Inspect/report annually in spring (no later than May 15 th each Year of the Term). Clean/repair and adjust immediately. Confined spaces procedures shall be followed.	
SPECIAL REQUIREMENTS	
<u>NCC Lands Only</u>	
General	
<ol style="list-style-type: none"> 1. Ensure unobstructed water flow; remove debris (sand, silt, vegetation, etc.) from drainage System. 2. Clean up drainage System annually in spring, ensuring debris are completely removed from reservoir/sump. 3. Inspect and report to the NCC any damage (including cracks), deterioration, obstruction or adjustments. 4. Inspect surrounding area for erosion or undercutting. 5. Ensure that catch basin is safe for vehicle (including bicycle) circulation. 6. Inspect catch basins and manholes to determine which ones require cleaning. Visual inspections of the System at manholes are done without special equipment. 7. Cleaning and flushing of sewer pipes: A water truck or flusher truck shall be engaged and used for this activity. This activity ensures that water flows continuously. 8. Ensure that covers are properly secure and that any depression surrounding structures be repaired using asphalt patch (see 4.4.1). 	
Catch Basins	
<ol style="list-style-type: none"> 1. Remove all sediments from the basin sump. 2. Clean the seat of the grate and replace with slots at right angles to the curb, where possible. 3. Adjust catch basin elevation by removing or adding shims or report to NCC if casting requires replacement. 4. Inspection will require: <ul style="list-style-type: none"> ▪ Clean catch basins periodically to maintain their ability to trap sediment, and consequently their ability to prevent flooding; ▪ Remove sediment, decaying debris, and water from catch basins. 5. Inspect catch basins at least annually to determine if they need to be cleaned. Typically, a catch basin should be cleaned if the depth of the deposits is greater than or equal to one-third the depth from the basin to the invert of the lowest pipe or opening into or out of the basin. 	
Manholes	
<ol style="list-style-type: none"> 1. Adjust manhole elevation by removing or adding shims or report to NCC if casting requires replacement. 	
Culverts	
<ol style="list-style-type: none"> 1. Report to NCC all damages or failure to culverts. 2. Adjust culvert elevation in comparison to flow line of drainage channel. 3. Remove material or accumulated debris from inside culvert. <p>Note: Culvert Maintenance may include the removal of accumulated debris and the reinforcement of eroding inlets and outlets, but does not include the replacement of damaged or destroyed bevel ends. The replacement or repair of culverts requires an NCC design and approval due to timing if it is a fish passage.</p>	
Ditch Drainage Channels	
<ol style="list-style-type: none"> 1. Ensure that water flow in ditches is not constricted in any way. 2. Empty clean-outs, especially at culverts inlets and outlets to ensure sedimentation does not restrict water flow. 3. Ditch work shall be undertaken during the dry months. 4. During ditch inspection, look for areas of the ditch that consistently fill over time and constrict water flow, usually at an obstruction or a sudden decrease in gradient. Clean out these sections first to see if improvements to water flow are adequate. 5. If ditches and sumps are refilling with sediment on a regular basis, erosion control will be required and the NCC should be contacted to design the next steps. 	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.4 SYSTEMS – PLUMBING, IRRIGATION AND WATER

Includes the following:

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

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

Plumbing

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

Non NCC Sites and NCC Lands

Irrigation (details in Appendix 4-D)

- Start up and shut down, inspect, clean, maintain, replace (Components), repair and operate irrigation system;
- Ensure that all Systems and Components are maintained according to applicable codes, regulations and Preventive 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

4.4.4.1 POTABLE WATER OUTLETS (INCLUDING DRINKING FOUNTAINS)

Class B

SPECIAL REQUIREMENTS

General

1. The Contractor must operate all potable water systems and outlets according to all Applicable Laws and regulations, including the procedures set forth in the Regulation respecting the quality of drinking water as amended or replaced.
2. Test drinking water for quality twice yearly, once after spring opening and once in July and provide the NCC with a written report of the water testing results in accordance with the regulations governed by the province where the site is located. If a water quality test result is below standards, the Contractor will be required to inform the CMO and close as quickly as possible the source of water that is non-compliant.
3. At the spring opening and when a problem occurs on NCC’s distribution system and on drinking fountains “Non-potable water” signage shall be installed (at each public outlet) until results of sampling confirm that water meets all applicable standards.
4. Subject to the water quality results: If the water quality does not meet the drinking water standards, the NCC CMO and the City of Ottawa or Gatineau water department shall be notified immediately.

For all outlets related to potable water distribution

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

In addition:

For drinking fountains

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

For systems providing potable water during events and festivals

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

N.B. 1. For all disinfections, use 6% bleach.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.4.6 WASHROOM FACILITY
Class B
<p>Activation: Annually, as soon as frost is out of ground.</p> <p>Ongoing Maintenance: Open daily at 8 am; inspect and clean three times daily: at 12 noon, 4 pm, and at closing at 9 pm or when dark (in one half hour increments). Additional clean-up must be performed immediately when inappropriate conditions occur or are observed and/or reported.</p> <p>Shutdown: Annually in late October.</p>
SPECIAL REQUIREMENTS
<p>Activation</p> <ol style="list-style-type: none"> 1. Inspect system for damage, breaks. 2. Repair or replace defective, damaged or broken parts. 3. Clean all surfaces with water and germicide (germicide must be EcoLogo certified) including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters, sinks, etc. 4. Provide toilet paper, paper towels, soap, etc. 5. Activate system. 6. Verify for leaks. <p>Ongoing Maintenance</p> <ol style="list-style-type: none"> 1. Inspect and repair, replace defective or damaged or broken Components. Repair any breaks or leaks. 2. Clean all surfaces with water and germicide (germicide must be EcoLogo certified) including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters. 3. Replenish toilet paper, paper towels, soap, etc. as required (when inspecting) during the day. 4. Remove spider webs, sweep and disinfect. 5. Remove and dispose of garbage from waste containers. <p>Shutdown</p> <ol style="list-style-type: none"> 1. Drain system (if required). 2. Blow air through all Systems to empty lines. Use low pressure to protect asset from any damage. 3. Insulate where required.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.5 FIXTURES & FURNITURE

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

General (NCC fixtures and furniture only)

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

Class B

Concrete/Masonry Components

Noticeable cracks greater than 5 mm in width are repaired.
 Noticeable spalling or scaling areas are corrected.
 Noticeable chipped or broken pieces are repaired.
 Exposed reinforcing is corrected.
 Efflorescence or eroded/sandy joints, which exceed 10% of any linear metre or 10% of any m² area, are corrected.

Wood Components

Pieces that display rot, decay or damage are replaced.

Metal Components

Rusted, corroded or unprotected exposed surfaces are repaired.
 Holes and hazardous, abrasive or sharp edges are corrected.
 All indentations are repaired.
 Holes, cracks, fractures, breaks, bends, loose paint, corrosion, exposed surfaces, buckling or loose pieces are repaired.

Plastic/Fibreglass/Glass Components

Holes, cracks, fractures, or punctures are repaired or Components replaced.
 Abrasive or sharp edges are repaired or Components replaced.
 Warped or bent Components are repaired or replaced

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.5 FIXTURES & FURNITURE (continued)

4.4.5.3 BRONZE SITE IDENTIFICATION PLAQUES AND MONUMENTS	
Class B	
Inspect and clean on a regular basis.	
SPECIAL REQUIREMENTS	
Plaques and monuments	
1. Clean with water and soft cloth.	
Plaques	
2. Apply lacquer each year on plaques located along roads and once during the first year of the Contract for the plaques located in natural areas;	
3. Type of lacquer: Paraloid B-48 or INCRALAC or an equivalent product approved by the NCC;	
4. Verify every year that the plaque’s mounting System is secure.	

4.4.5.4 BUILDINGS (APPLICABLE ONLY TO NCC BUILDINGS/ELECTRIC KIOSKS/SERVICE ROOMS) SEE 3.4.4	
Class B	
Includes NCC buildings and facilities such as electrical buildings, septic tanks, washrooms, shelters, service rooms and other miscellaneous facility structures in various NCC sites (see 3.4.4). The Contractor shall perform the following tasks:	
General	
<ul style="list-style-type: none"> ▪ Report any structural damage or deterioration to the NCC such as, but not limited to, surface crack, spalling or scaling areas, exposed reinforcing, rusted, corroded or unprotected metal surfaces, etc.; ▪ Inspect and report any significant rehabilitation requirements (use occurrence report – see appendix 6-F); ▪ Maintain the functionality of building and structure Components; ▪ Inspect and Maintain buildings including, but not limited to, ventilation, heating and cooling systems, locks, etc. Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes) and the fault is not due to lack of regular Maintenance by the Contractor, the NCC shall be responsible for amounts in excess of \$500 ;Ensure a clean, neat and aesthetic appearance; ▪ Paint all indoor and outdoor surfaces requiring painting once every three (3) years starting with the first year of the Contract Term (CMO and Contractor to jointly determine which surfaces require painting); ▪ Operate, inspect and provide general repairs to lighting (see 4.4.2), plumbing (see 4.4.4), pumping and heating systems of buildings and ventilation systems and related facilities; ▪ Inspect and Maintain outside building Components such as siding, fencing, shingles, windows, doors, flashing, eaves troughs, awnings, canopies, etc. Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes) and the fault is not due to lack of regular Maintenance by the Contractor, the NCC shall be responsible for amounts in excess of \$500; ▪ Inspect , clean, repair and replace any inside Components such as receptacles, fans, floors, floor coverings, counter tops, fixtures, walls, partitions, doors, switches, outlets, etc. Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes) and the fault is not due to lack of regular Maintenance by the Contractor, the NCC shall be responsible for amounts in excess of \$500; ▪ Remove spider webs from windows, exterior ceilings, light fixtures, under roofs and eaves as part of daily inspections; ▪ Ensure that sites are safe for public use. 	
<u>Note</u>	
Prior approval by the NCC is required for any repairs to buildings (especially heritage buildings) included in this Contract. ALL WORKS MUST BE PERFORMED IN ACCORDANCE WITH APPROPRIATE MAINTENANCE SERVICE AND QUALITY STANDARDS.	
SPECIAL REQUIREMENTS	
Emergency lighting System verified monthly.	
Outside and inside Components are inspected weekly and repaired or replaced as required.	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5 Snow and Ice Control

The Contractor shall provide all Snow and Ice Control services on 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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5.1 SNOW AND ICE CONTROL (continued)

4.5.1.2 ROADWAYS & PARKING LOTS
Class B
As required for each precipitation, seven (7) days a week.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 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
<ol style="list-style-type: none"> 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 NCC and non NCC building entrances (covering the full width of the entrance and for a distance of 15 metres of doorways), steps and stairs. Remove excessive material daily. 3. No shovelling, plowing, storing or blowing snow against or onto trees, shrubs, fences, buildings or other amenities. 4. Remove all snow/ice that has been illegally dumped. 5. Sidewalks and entrances to be cleared full width. 6. Ensure that all personnel working near buildings wear approved head protection.

4.5.1.4 FLOOD CONTROL
Class B
Inspect/report all flooding occurrences in fall, winter and spring and control as required.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 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 Preventive spring flood control measures at least 30 days before the spring thaw.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5.1 SNOW AND ICE CONTROL (continued)

4.5.1.5 EMERGENCY SERVICES
Class B
As required.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none">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. 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 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 and B

Surface and assets are free of any noticeable stains.

Debris, recycling and litter are removed daily.

Hazardous obstacles on any asset are removed immediately.

Waste and recycling receptacles are emptied before overflowing.

Fixture and furniture are inspected and cleaned daily.

Hard surfaces are swept and flushed on a monthly basis.

Debris or undesirable plant growth or algae in decorative fountains or pool basins is removed.

Fallen leaf accumulation is removed as required as per CMO direction and weekly in September, October and November as per 4.4.1.

All leaves are mulched by November 15th.

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 all sites, including along all pathways. All collected debris (including, but not limited to, condoms, syringes, excrement, etc.) should be disposed of at a designated disposal facility in accordance with <i>City of Ottawa, province of Ontario</i> and all federal regulations pertaining to this matter.</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 in each waste receptacle 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 FIXTURES AND FURNITURE	
Class A	Class B
Inspect/clean daily in spring, summer and fall and clean as required year round.	Inspect/clean daily in spring, summer and fall and clean as required year round.
<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 and 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.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 1. Inspect roadways and parking lots, sidewalks, walkways and pathways for grit and debris and remove them. 2. Remove stains as required (i.e. flush and/or pressure washing with appropriate soaps or chemicals).

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS (continued)

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7 Special Site Requirements

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

Note

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

4.7.1 Arboretum Pathway

Civil Maintenance

- Clean, repair, inspect and provide reports on the condition of the bridge located on the Arboretum Pathway.

4.7.2 Colonel By Drive

Landscape Maintenance

- Top-dress and seed sections of turf areas that have been damaged as a result of the Rideau Canal Skateway operations. The work is to be performed as early as possible immediately after soil is thawed and prior to the Tulip Festival.

Civil Maintenance

- Clean the flagstone under the Queensway, Laurier and Heron Road Bridges
- The Contractor is responsible for all minor repairs and adjustments to the Rideau Canal railings and gates, and as dictated by 3.14.
- Clean, inspect, maintain and repair the lights and Rideau Canal style railing at Fulton Street.
- Install (Spring) and remove (Fall) signs and banners at the canoe and kayak launch sites.
- Maintenance of the access gates at the canoe and kayak launches are the Contractor's responsibility.
- The Contractor is responsible for the Maintenance of the pedestrian crossing light system.

Snow and Ice Control

- Close all stairs leading to the recreational pathway at the first snowfall, or at the latest December 1st. The walkway is open by the City during winter – Contractor to provide barricades;
- Clear of snow at all times all interpretation panels located along the pathway.

Notes

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- The painting of the Rideau Canal Railing and post changing are not the Contractor's responsibility, other than when clause 3.14 applies.
- The Contractor is not responsible for the Maintenance of catch basins on the roadway surface.

4.7.3 Commissioner's Park

General

- Provide a waste recycling program during the tulip season. Said program shall consist of the collection, storage and disposal of recyclable materials (plastic bottles, tin cans and glass bottles) and of the following:
 - Line containers with clear plastic bags (six containers in total);
 - Empty containers upon reaching 90% capacity;
 - Store recyclable material separately;
 - Provide three roll-away storage bins (e.g. 50 gallon capacity);
 - Empty bins and dispose of material as required;
 - Provide disposal receipts.

Landscape Maintenance

- Fertilize twice yearly (May 1st and September 15th) all turf areas as per Appendix 3-A.
- The site has an extensive and complex floral program. See 4.8.1

Civil Maintenance

- There is an extensive and complex irrigation system on this site
- Install and remove banners at the corner of Preston and the QED. Different banners are used for Winterlude, the Tulip Festival, summer and fall. Other banner changes may be requested by the CMO.
- The park furniture at the Air India Memorial is designated as Class A.

Snow and Ice Control

- The Contractor must ensure the pathway from Carling to Queen Elizabeth Drive is clear at all times during the winter.

Note

- Commissioner's Park is the site for the yearly Tulip Festival. Every Year of the Term, the Contractor will transport, install, Maintain and remove the following assets to support the Tulip Festival:
 - Steel hoop fence around the perimeter of all tulip and perennial beds in the park;
 - Ten (10) additional park benches.
 - Ten (10) additional bicycle racks.
 - Four hundred (400) flower garden signs indicating flower varieties or other pertinent information.

All aforementioned assets are supplied by the NCC.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7.4 Dow’s Lake Pavilion

Civil Maintenance

- The Contractor is responsible for the Maintenance of the wooden boardwalk;

Note

- Dow’s Lake Pavilion is extensively used during Winterlude, the Rideau Canal Skateway season and the summer boating season.

4.7.5 Patterson’s Creek

Civil Maintenance

- Building Facility:
 - Doors are to be opened and facilities maintained daily from 0700 to 2100 beginning on May 15th and ending on October 15th. During the Rideau Canal Skateway season, the Patterson Creek washrooms are opened and maintained daily from 0800 to 2200 (2300 on Friday, Saturday and the Sunday before Family Day Monday) beginning on the first official day of skating, as determined by the NCC and ending on the official closing date of the Skateway, as determined by the NCC.
 - Major clean-up completed once daily before 9am; minor clean-up as required;
 - Contractor to provide all supplies (e.g. hand soap, paper towels, toilet paper, etc.) at his/her own expense;
- Contractor to provide a suitable number of portable washrooms (including universal accessible units) if permanent washroom is closed for more than 24 hours.
- Close all stairs after the first snow fall or as requested by the NCC; open April 1st of each year.
- These same services must be maintained during the daily hours of operation of the Rideau Canal Skateway season.
- The Contractor is responsible for minor repairs required to the Rideau Canal railings but not for the painting of the railing, other than when clause 3.14 applies.
- Once (1) per year and at the request of the CMO, remove one third (1/3) of the aquatic vegetation (weeds) from the Patterson inlet.
- Install (Spring) and remove (Fall) signs and banners at the canoe and kayak launch sites.
- Maintenance of the access gates at the canoe and kayak launches are the Contractor’s responsibility.

Note

- The Contractor is responsible for the removal of waste/debris in, on and around the water area close to Patterson’s Creek;
- The Contractor is responsible for any vandalism to the building and for any repair/replacement of locking device.

4.7.6 Queen Elizabeth Driveway

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Landscape Maintenance

- Maintain the Olympic Garden floral bed to Class “A” standard;
- Maintain trees and shrubs at the Olympic Gardens as Class “A”;
- Top-dress and seed sections of turf areas have been damaged as a result of the Rideau Canal Skateway operations. The work is to be performed as soon as the grounds have thawed sufficiently and prior to the Tulip Festival.

Civil Maintenance

- Clean the flagstone under the Laurier and the Queensway Bridges
- Maintain park furniture at the Olympic Gardens to Class “A” standard;
- The Contractor is responsible for the minor repairs and adjustments to the Rideau Canal railings and gates, other than when clause 3.14 applies.
- The Rideau Canal railing at the Ritz Restaurant also forms part of this Contract.
- The Maintenance of the area lighting at the Fifth Avenue parking lot immediately across from the Ritz restaurant also forms part of this Contract.
- Install (Spring) and remove (Fall) signs and banners at the canoe and kayak launch sites.
- Maintenance of the access gates at the canoe and kayak launches are the Contractor’s responsibility.
- The Contractor is responsible for the Maintenance of the pedestrian crossing light system.

Notes

- The painting of the Rideau Canal Railing and post changing are not the Contractor’s responsibility, other than when clause 3.14 applies.
- The City of Ottawa is responsible for the removal of graffiti under the Pretoria Bridge.

Snow and Ice Control

- Close all stairs leading to the recreational pathway at the first snowfall, or at the latest December 1st. The walkway is open by the City during winter – Contractor to provide barricades;
- Clear of snow at all time the Fullerton Memorial plaque at Fifth Avenue and all interpretation panels along the pathway.

Notes

- The graffiti removal for the pedestrian tunnel under Pretoria bridge is not the responsibility of the Contractor.
- The catch basins located on the roadway surface are not the responsibility of the Contractor
- The road is closed by the City of Ottawa during Winterlude weekends;
- The Corktown Footbridge (at Somerset Street) is not included in the Contract;
- With the exception of Snow and Ice Control, maintenance of the two stairs on the east and west sides of the Corktown Bridge pedestrian bridge are the Contractor’s responsibility.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.8 Special Maintenance Programs

4.8.1 Floral Program (see 4.3.3)

4.8.1.1 General Requirements

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

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

4.8.1.2 Detailed Requirements

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

- Annuals in beds¹ (no planters, boxes, turf areas or fields) – approximately 63,500 plants annually;
- Bulbs in beds¹, the Contractor's annual responsibilities are:
 - Purchase approximately 265,000 new bulbs.
 - Maintain 337,300 bulbs including the 265,000 purchased annually.
 - Dip and plant an additional 17,000 bulbs in the Gift Bed. Bulbs to be supplied by the NCC.

The vast majority of bulbs shall be tulips.

¹ Total bed surface area for bulbs and annual = 6,614 sq. m.

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Bulbs in turf areas, bed areas and fields are to be maintained as per 4.3.3.

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

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

4.8.1.2.1 Annuals in Beds

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

4.8.1.2.2 Bulbs in Beds

- In fall, plant bulbs (only in beds that require new bulbs);
- In late spring, remove bulbs (only in beds that require new bulbs);
- During the growing season, maintain as per 4.3.3;
- The NCC shall identify which beds of bulbs are to be removed;
- In early fall, install snow fencing (with burlap) around all beds.

4.8.1.2.3 Perennials in Beds.

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

Note:

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

4.8.1.4 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.

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4.8.1.5 Additional Requirements

4.8.1.5.1 Mulching

The Contractor shall provide and spread 150 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.

4.8.1.5.2 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). The compost shall be spread in the flower, perennial, shrub and/or tree bed(s) identified by the CMO. Limited only by the geographical limits of the Contract.

Notes

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

Reconciliation:

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

4.8.2 Tree Maintenance Program (also see 4.3.2) (all trees on the Lands of this Contract)

4.8.2.1 Structural, Aesthetic and Maintenance Pruning

The Contractor will be responsible for providing all of the services and materials listed below. All work to be performed by certified arborists and in accordance with arboriculture practices (International Society of Arboriculture) and using the appropriate equipment and materials. The contractor will provide these services at SOA rates (Appendix 2-A) up to a value of \$30,000 annually. At the end of each year of the Contract, the unused portion of the \$30,000 allowance shall be returned to the NCC through a reconciliation process or carried over to the next fiscal year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments.

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- Tree pruning (by climber). This includes structural/aesthetic pruning and the removal of dead/dying branches.
- Tree Cabling/Bracing
- Deep root watering
- Deep root fertilization (liquid)
- Deep root fertilization (granular)
- Vertical mulching
- Air spading
- Various other arboricultural tasks

4.8.2.2 Additional requirements

The Contractor must identify a supervisor who will be responsible for the Tree Maintenance Program. The supervisor will be required to meet with the NCC CMO and NCC arborist to discuss maintenance plans regularly, and to supervise all of the work performed within this program. This supervisor must be familiar with ISA Best Management Practices.

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

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

TABLE 4-A (1)

Bed #	Location	Size (m ²)	Plant name		Spacing (cm ø)	Quantity
Queen Elizabeth Drive						
201	Pedestrian Crossing at Cooper	44	A	Cleome hybrid 'Senorita Mi Amor'	50	32
			B	Impatiens hybrida hort 'Sunpatiens Spreading Scarlet Red'	40	115
			B	Impatiens hybrida hort 'Sunpatiens Spreading White Variegated'	40	115
202	Drive-by Bed at Delaware - Albert's Garden	63	A	Canna 'Cleopetra'	45	43
			B	Salvia patens 'Patio Deep Blue'	25	315
			B	Zinnia marylandica 'Zahara Coral Rose'	25	315
			C	Lobularia maritima 'Easter Bonnet Lavender'	25	70
			C	Mecardonia 'Gold Dust'	25	70
203	Drive-by Bed at McLeod	134	A	Ricinus communis 'New Zealand Purple'	75	25
			B	Rudbeckia hirta 'Indian Summer'	45	170
			C	Solenostemon scutellarioides 'Wizard Sunset'	35	150
			D	Petunia hybrida 'Tidal Wave Red Velour'	50	134
			D	Petunia hybrida 'Tidal Wave Silver'	50	134
205	5th Avenue Pond North	61	A	Celosia plumosa 'Fresh Look Red'	30	206
			A	Celosia plumosa 'New Look Red'	30	206
			B	Senecio cineraria 'Silverdust'	30	267
206	5th Avenue Pond South	109	A	Celosia plumosa 'Fresh Look Red'	30	383
			A	Celosia plumosa 'New Look Red'	30	383
			B	Senecio cineraria 'Silverdust'	30	444
207	Wall Bed at 5th Avenue	127	A	Canna 'Petoria'	35	115
			B	Begonia benariensis 'Big Red Bronze Leaf'	35	318

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			B	Begonia benariensis 'Big Pink Green Leaf'	35	318
			C	Ipomoea batatas 'Sweet Caroline Bronze'	50	45
			C	Lysimachia Goldilock	Perennial	0
208	Lansdowne Park East	103		Begonia benariensis 'Whopper Red with Bronze Leaf'	40	322
				Begonia benariensis 'Whopper Rose with Green Leaf'	40	322
209	Olympic Bed	147	A	Pennisetum 'Orientale Pink'	50	40
			B	Salvia farinacea 'Evolution'	40	156
			C	Begonia 'Harmony Scarlet'	30	333
			C	Begonia 'Harmony White'	30	333
			D	Senecio cineraria 'Silverdust'	30	589
		26	C	Begonia 'Harmony Scarlet'	30	83
			C	Begonia 'Harmony White'	30	83
			D	Senecio cineraria 'Silverdust'	30	111
210	Lansdowne Park South	275		Rhoeo spathacea nana 'Variegata'	30	1,018
				Begonia semperflorens 'Sprint Plus Orange'	20	2,292
				Begonia semperflorens 'Sprint Plus Blush'	20	2,292
381	Drive-by Bed at Bronson	106	A	Canna 'Tropicanna Black Red Flower'	35	40
			B	Ozothamnus leptophylla 'Silver Cape'	55	50
			C	Rudbeckia hirta 'Irish Eyes'	40	90
			C	Verbena bonariensis 'Buenos Aires'	50	60
			D	Celosia plumosa 'Fresh Look Orange'	35	135
			E	Laurentia isotoma 'Gemini Blue'	25	750
Colonel By Drive						
213	West of Rosedale	139	A	Impatiens hybrida hort 'Sunpatiens Spreading Salmon'	35	465
			B	Solenostemon scutellarioides 'Redhead'	35	270
			C	Impatiens hybrida hort 'Sunpatiens Spreading Carmine Red'	35	400
214	East of Leonard	146	A	Impatiens hybrida hort 'Sunpatiens Spreading White Variegated'	35	522
			B	Solenostemon scutellarioides 'Redhead'	35	275
			C	Impatiens hybrida hort 'Sunpatiens Spreading Corona'	35	392
215	West of Leonard	162	A	Impatiens hybrida hort 'Sunpatiens Spreading Carmine Red'	35	416
			B	Solenostemon scutellarioides 'Redhead'	35	441

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			C	Impatiens hybrida hort 'Sunpatiens Spreading Pink Flash'	35	465
Dow's Lake Pavilion						
321	Entrance Bed	49	A	Canna 'Petoria'	35	106
			B	Salvia farinacea 'Sage Blue'	30	136
			B	Salvia splendens 'Ablazin Tabasco'	35	100
			C	Gazania rigens 'New Day Rose Stripe'	25	184
Commissioner's Park						
331	Queen Juliana Bed	394	A	Colocasia esculenta 'Jack's Giant'	As shown	6
			B	Solenostemon scutellarioides 'Redhead'	45	220
			C	Arundo donax 'Variegata'	60	166
			D	Begonia benariensis 'Whopper Red with Bronze Leaf'	40	344
			D	Begonia benariensis 'Whopper Rose with Green Leaf'	40	344
			E	Euphorbia hypericifolia 'Diamond Frost'	30	455
			E	Pentas lanceolata 'Butterly White'	40	255
			F	Ageratum houstonianum 'Hawaiian Blue'	25	180
			F	Angelonia angustifolia 'Serenita Pink'	35	90
			G	Alternanthera ficoidea 'Red Threads'	30	415
			G	Senecio cineraria 'Silverdust'	30	415
			332	Preston St. to Booth St.	434	A
B	Gomphrena globosa 'Ping Pong Purple'	35				1,180
C	Verbena bonariensis 'Buenos Aires'	35				1,180
333	Preston St. to Booth St.	215	A	Salvia elegans 'Golden Delicious'	35	588
			B	Heliotropium Arborescens 'Marino Blue 16'	40	388
			C	Mecardonia 'Gold Dust'	25	648
			C	Lobularia maritima ' Clear Crystal Purple Shade'	25	648
334	Preston St. to Booth St.	415	A	Alternanthera ficoidea 'Red Carpet'	30	1,167
			B	Agastache rupestris 'Apache Sunset'	45	764
			B	Salvia farinacea 'Blue Frost'	30	1,722
335	Preston St. to Booth St.	227	A	Pennisetum purpureum 'Vertigo'	75	110
			B	Talinum paniculatum 'Lemon'	40	465
			C	Begonia benariensis 'Big Red Bronze Leaf'	35	900

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			C	Begonia benariensis 'Big Pink Green Leaf'	35	900
336	Booth St. to Madawaska Dr.	173	A	Arundo donax 'Variegata'	50	192
			B	Solenostemon scutellarioides 'Sedona'	45	301
			C	Impatiens hybrida hort 'Sunpatiens Spreading Tropical Orange'	35	367
			C	Impatiens hybrida hort 'Sunpatiens Spreading White Variegated'	35	367
337	Booth St. to Madawaska Dr.	214	A	Solenostemon scutellarioides 'Wasabi'	45	345
			B	Gazania rigens 'New Day Red Shades'	25	1,152
			B	Gazania rigens 'New Day Pink Shades'	25	1,152
339	Madawaska Dr. to Crescent Heights	200	A	Solenostemon scutellarioides 'Redhead'	45	265
			B	Impatiens hybrida hort 'Sunpatiens Spreading Scarlet Red'	35	1,168
			B	Impatiens hybrida hort 'Sunpatiens Spreading White Variegated'	35	1,168
340	Madawaska Dr. to Crescent Heights	584	A	Canna 'Tropicanna Black Red Flower'	as shown	18
			B	Solenostemon scutellarioides Wizard Sunset	45	636
			C	Salvia splendens Vista Rose	35	895
			C	Salvia splendens Vista Lavender	35	895
			C	Salvia splendens Vista White	35	895
			D	Ipomoea batatas Sweet Caroline Sweetheart Purple	50	504
341	Madawaska Dr. to Crescent Heights	143	A	Impatiens hybrida hort 'Sunpatiens Spreading Corona'	35	396
			A	Impatiens hybrida hort 'Sunpatiens Spreading Lavender'	35	396
			B	Ipomoea batatas 'Illusion Emerald Lace'	45	230
342	Circle Bed	110	A	Ricinus communis 'Carmencita'	50	32
			B	Pennisetum macrourum 'White Lancer'	45	55
			C	Salvia splendens 'Ablazin Tabasco'	35	228
			D	Salvia farinacea 'Sallyfun White Improved'	35	228
			E	Alternanthera ficoidea 'Red Carpet'	30	194
			E	Duranta 'Cuban Gold'	30	194
343	Crescent Heights to Lakeside Ave.	85		Rhoeo spathacea nana 'Variegata'	30	315
				Begonia semperflorens 'Sprint Plus Orange'	20	708
				Begonia semperflorens 'Sprint Plus Blush'	20	708
344	Crescent Heights to	260	A	Pennisetum glaucum 'Purple Majesty'	35	106
			A	Arundo donax 'Variegata'	50	52

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	Lakeside Ave.		B	Rudbeckia hirta 'Tiger Eye Gold'	30	739
			B	Salvia farinacea 'Sage Blue'	30	739
			C	Mecardonia 'Gold Dust'	25	808
			C	Euphorbia hypericifolia 'Star Dust'	25	808
345	Crescent Heights to Lakeside Ave.	41	A	Rudbeckia hirta 'Tiger Eye Gold'	35	118
			A	Salvia farinacea 'Sage Blue'	30	161
			B	Mecardonia 'Gold Dust'	25	96
			B	Euphorbia hypericifolia 'Star Dust'	25	96
346	Lakeside Ave. to Lakeview Terrace	132	A	Zinnia marylandica 'Double Zahara Salmon Rose'	30	396
			A	Zinnia marylandica 'Double Zahara Strawberry'	30	396
			A	Zinnia marylandica 'Double Zahara Yellow'	30	396
			B	Swiss Chard Bright Lights	30	75
			B	Ipomoea batatas 'Illusion Emerald Lace'	30	125
347	Lakeside Ave. to Lakeview Terrace	482	A	Zinnia hybrida 'Profusion Orange'	35	492
			A	Salvia patens 'Patio Sky Blue'	35	492
			B	Zinnia marylandica 'Zahara Starlight Rose'	35	492
			B	Salvia patens 'Patio Rose'	35	492
			C	Zinnia marylandica 'Zahara Coral Rose'	35	492
			C	Salvia patens 'Patio Lilac'	35	492
			D	Zinnia marylandica 'Zahara Yellow'	35	492
			D	Salvia patens 'Patio Deep Blue'	35	492
348	Lakeside Ave. to Lakeview Terrace	91	A	Impatiens hybrida hort 'Sunpatiens Spreading Tropical Orange'	35	326
			A	Impatiens hybrida hort 'Sunpatiens Spreading White Variegated'	35	326
			B	Dichondra argentea 'Silver Falls'	40	70
349	Lakeside Ave. to Lakeview Terrace	42		Angelonia angustifolia 'Angelina Pink'	30	467
350	Lakeside Ave. to Lakeview Terrace	21		Penstemon hartwegii 'Arabesque Violet'	30	336

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SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

351	Lakeside Ave. to Lakeview Terrace	39		Penstemon hartwegii 'Arabesque Red'	30	433
352	Entrance Bed @ Bronson	624	A	Cyperus papyrus 'King Tut'	as shown	7
			B	Solenostemon scutellarioides 'Redhead'	50	260
			C	Colocasia esculenta 'Red Stem'	as shown	3
			D	Colocasia esculenta 'Black Magic'	as shown	3
			E	Angelonia angustifolia 'Serena Blue'	30	200
			E	Diascia hybrid 'Flirtation Orange'	30	200
			E	Scaevola aemula 'New Wonder'	30	200
			F	Agastache rupestris 'Apache Sunset'	45	260
			F	Verbena hybrid Superbena 'Royale Peachy Keen'	30	580
			G	Rudbeckia hirta 'Toto Gold'	45	296
353	Entrance Bed @ Bronson	96	C	Colocasia esculenta 'Red Stem'	as shown	2
			D	Colocasia esculenta 'Black Magic'	as shown	1
			E	Angelonia angustifolia 'Serena Blue'	30	90
			E	Diascia hybrid 'Flirtation Orange'	30	90
			E	Scaevola aemula 'New Wonder'	30	90
			F	Agastache rupestris 'Apache Sunset'	45	91
			F	Verbena hybrid Superbena 'Royale Peachy Keen'	30	205
			G	Rudbeckia hirta 'Toto Gold'	45	173
354	New Pathway Beds	60	A	Impatiens hybrida hort 'Sunpatiens Spreading Scarlet Red'	35	204
			B	Impatiens hybrida hort 'Sunpatiens Spreading White Variegated'	35	286
355	New Pathway Beds	92	A	Hypoestes phyllostachya 'Splash White Select'	25	672
			B	Hypoestes phyllostachya 'Splash Red Select'	25	800
356	New Pathway Beds	118	A	Begonia semperflorens-cultorum 'Prelude Scarlet'	25	1,040
			B	Begonia semperflorens-cultorum 'Prelude White'	25	848
357	New Pathway Beds	34	A	Senecio cineraria 'Silverdust'	25	288
			B	Alternanthera ficoidea 'Grenadine'	25	256

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

		7017		Total Plants:		64,528
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Note: The Contractor shall ensure the availability of extra plants for replacement in case of vandalism, disease or theft, etc.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

	Plant Name	Quantity	Pot Size
1	Agastache rupestris 'Apache Sunset'	1115	8.75(3.5")/1801/18
2	Ageratum houstonianum 'Hawaiian Blue'	180	8.75(3.5")/1801/18
3	Ageratum hybrid 'Artist Purple'	750	8.75(3.5")/1801/18
4	Alstroemeria hybrida 'Jazze Rose Frost'	433	8.75(3.5")/1801/18
5	Alternanthera ficoidea 'Grenadine'	256	10-cm pot (4")
6	Alternanthera ficoidea 'Red Carpet'	1361	10-cm pot (4")
7	Alternanthera ficoidea 'Red Threads'	415	10-cm pot (4")
8	Angelonia angustifolia 'Angelina Pink'	467	8.75(3.5")/1801/18
9	Angelonia angustifolia 'Serena Blue'	290	8.75(3.5")/1801/18
10	Angelonia angustifolia 'Serenita Pink'	90	8.75(3.5")/1801/18
11	Arundo donax Variegata	218	1 gallon pot
12	Begonia benariensis 'Big Pink Green Leaf'	1218	8.75(3.5")/1801/18
13	Begonia benariensis 'Big Red Bronze Leaf'	1218	8.75(3.5")/1801/18
14	Begonia benariensis 'Whopper Red with Bronze Leaf'	666	8.75(3.5")/1801/18
15	Begonia benariensis 'Whopper Rose with Green Leaf'	666	8.75(3.5")/1801/18
16	Begonia 'Harmony Scarlet'	416	8.75(3.5")/1801/18
17	Begonia 'Harmony White'	416	8.75(3.5")/1801/18
18	Begonia semperflorens-cultorum 'Prelude Scarlet'	1040	8.75(3.5")/1801/18
19	Begonia semperflorens-cultorum 'Prelude White'	848	8.75(3.5")/1801/18
20	Canna 'Cleopetra'	43	1 gallon pot
21	Canna 'Petoria'	221	1 gallon pot
22	Canna 'Tropicanna Black Red Flower'	58	1 gallon pot
23	Celosia plumosa 'Fresh Look Orange'	135	6.25(2.5")/804/32
24	Celosia plumosa 'Fresh Look Red'	589	6.25(2.5")/804/32
25	Celosia plumosa 'New Look Red'	589	6.25(2.5")/804/32
26	Cleome hybrid 'Senorita Blanca'	1180	8.75(3.5")/1801/18
27	Cleome hybrid 'Senorita Mi Amor'	1212	8.75(3.5")/1801/18
28	Colocasia esculenta 'Black Magic'	4	1 gallon
29	Colocasia esculenta 'Jack's Giant'	6	1 gallon
30	Colocasia esculenta 'Red Stem'	5	1 gallon
31	Cyperus papyrus 'King Tut'	7	1 gallon
32	Diascia hybrid 'Flirtation Orange'	290	8.75(3.5")/1801/18

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

33	Dichondra argentea 'Silver Falls'	70	8.75(3.5")/1801/18
34	Duranta 'Cuban Gold'	194	8.75(3.5")/1801/18
35	Euphorbia hypericifolia 'Diamond Frost'	455	8.75(3.5")/1801/18
36	Euphorbia hypericifolia 'Star Dust'	904	8.75(3.5")/1801/18
37	Eustoma grandiflorum 'Florida Blue'	336	8.75(3.5")/1801/18
38	Gazania rigens 'New Day Pink Shades'	1152	6.25(2.5")/804/32
39	Gazania rigens 'New Day Red Shades'	1152	6.25(2.5")/804/32
40	Gazania rigens 'New Day Rose Stripe'	184	6.25(2.5")/804/32
41	Hedychium hybrid 'Luna'	192	10-cm pot (4")
42	Heliotropium Arborescens 'Marino Blue 16'	388	6.25(2.5")/804/32
43	Hypoestes phyllostachya 'Splash Red Select'	800	6.25(2.5")/804/32
44	Hypoestes phyllostachya 'Splash White Select'	672	6.25(2.5")/804/32
45	Impatiens hybrida hort 'Sunpatiens Spreading Carmine Red'	1046	8.75(3.5")/1801/18
46	Impatiens hybrida hort 'Sunpatiens Spreading Corona'	788	8.75(3.5")/1801/18
47	Impatiens hybrida hort 'Sunpatiens Spreading Lavender'	626	8.75(3.5")/1801/18
48	Impatiens hybrida hort 'Sunpatiens Spreading Pink Flash'	465	8.75(3.5")/1801/18
49	Impatiens hybrida hort 'Sunpatiens Spreading Salmon'	465	8.75(3.5")/1801/18
50	Impatiens hybrida hort 'Sunpatiens Spreading Scarlet Red'	1487	8.75(3.5")/1801/18
51	Impatiens hybrida hort 'Sunpatiens Spreading Tropical Orange'	693	8.75(3.5")/1801/18
52	Impatiens hybrida hort 'Sunpatiens Spreading White'	3014	8.75(3.5")/1801/18
53	Impatiens hybrida hort 'Sunpatiens Vigorous Lavender'	750	8.75(3.5")/1801/18
54	Impatiens hybrida hort 'Sunpatiens Vigorous Magenta'	750	8.75(3.5")/1801/18
55	Impatiens hybrida hort 'Sunpatiens Vigorous White'	750	8.75(3.5")/1801/18
56	Ipomoea batatas 'Illusion Emerald Lace'	355	8.75(3.5")/1801/18
57	Ipomoea batatas 'Sweet Caroline Bronze'	45	8.75(3.5")/1801/18
58	Ipomoea batatas Sweet Caroline Sweetheart Purple	504	8.75(3.5")/1801/18
59	Lobularia maritima 'Clear Crystal Purple Shade'	648	6.25(2.5")/804/32
60	Lobularia maritima 'Easter Bonnet Lavender'	70	6.25(2.5")/804/32
61	Mecardonia 'Gold Dust'	1622	8.75(3.5")/1801/18
62	Ozothamnus leptophylla 'Silver Cape'	50	10-cm pot (4")
63	Pennisetum glaucum 'Purple Majesty'	106	10-cm pot (4")
64	Pennisetum macrourum 'White Lancer'	55	10-cm pot (4")
65	Pennisetum 'Orientale Pink'	40	10-cm pot (4")
66	Pennisetum purpureum 'Vertigo'	110	10-cm pot (4")
67	Pentas lanceolata 'Butterly White'	255	8.75(3.5")/1801/18
68	Petunia hybrida 'Tidal Wave Red Velour'	134	8.75(3.5")/1801/18
69	Petunia hybrida 'Tidal Wave Silver'	134	8.75(3.5")/1801/18
70	Ricinus communis 'Carmencita'	32	1 gallon pot
71	Ricinus communis 'New Zealand Purple'	25	1 gallon pot
72	Rudbeckia hirta 'Indian Summer'	170	6.25(2.5")/804/32
73	Rudbeckia hirta 'Irish Eyes'	90	6.25(2.5")/804/32
74	Rudbeckia hirta 'Tiger Eye Gold'	857	6.25(2.5")/804/32

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75	Rudbeckia hirta 'Toto Gold'	469	6.25(2.5")/804/32
76	Salvia elegans 'Golden Delicious'	588	8.75(3.5")/1801/18
77	Salvia farinacea 'Blue Frost'	1722	6.25(2.5")/804/32
78	Salvia farinacea 'Evolution'	156	6.25(2.5")/804/32
79	Salvia farinacea 'Sage Blue'	1036	6.25(2.5")/804/32
80	Salvia farinacea 'Sallyfun White Improved'	228	6.25(2.5")/804/32
81	Salvia patens 'Patio Deep Blue'	807	6.25(2.5")/804/32
82	Salvia patens 'Patio Lilac'	492	6.25(2.5")/804/32
83	Salvia patens 'Patio Rose'	492	6.25(2.5")/804/32
84	Salvia patens 'Patio Sky Blue'	492	6.25(2.5")/804/32
85	Salvia splendens Vista Lavender	895	6.25(2.5")/804/32
86	Salvia splendens Vista White	895	6.25(2.5")/804/32
87	Salvia splendens 'Ablazin Tabasco'	328	6.25(2.5")/804/32
88	Salvia splendens Vista Rose	895	6.25(2.5")/804/32
89	Scaevola aemula 'New Wonder'	290	8.75(3.5")/1801/18
90	Senecio cineraria 'Silverdust'	2114	6.25(2.5")/804/32
91	Solenostemon scutellarioides 'Redhead'	1731	8.75(3.5")/1801/18
92	Solenostemon scutellarioides 'Sedona'	301	8.75(3.5")/1801/18
93	Solenostemon scutellarioides 'Wasabi'	345	8.75(3.5")/1801/18
94	Solenostemon scutellarioides 'Wizard Sunset'	786	8.75(3.5")/1801/18
95	Swiss Chard Bright Lights	75	8.75(3.5")/1801/18
96	Talinum paniculatum 'Lemon'	465	8.75(3.5")/1801/18
97	Verbena bonariensis 'Buenos Aires'	1240	8.75(3.5")/1801/18
98	Verbena hybrid Superbena 'Royale Peachy Keen'	785	8.75(3.5")/1801/18
99	Zinnia hybrida 'Profusion Orange'	492	6.25(2.5")/804/32
100	Zinnia marylandica 'Double 'Zahara Salmon Rose'	396	6.25(2.5")/804/32
101	Zinnia marylandica 'Double 'Zahara Strawberry'	396	6.25(2.5")/804/32
102	Zinnia marylandica 'Double 'Zahara Yellow'	396	6.25(2.5")/804/32
103	Zinnia marylandica 'Zahara Coral Rose'	807	6.25(2.5")/804/32
104	Zinnia marylandica 'Zahara Starlight Rose'	492	6.25(2.5")/804/32
105	Zinnia marylandica 'Zahara Yellow'	492	6.25(2.5")/804/32
	TOTAL	60,135	

Notes:

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B ELECTRICAL – EVENTS MAINTENANCE PROGRAM

Tasks required by the Contractor for each event requiring electrical infrastructures on NCC lands:

Prior to all events

- Meet with event organizer(s) who require access to electrical infrastructure.
- Allow only certified electricians to access electrical infrastructure.
- Perform a visual inspection of the condition of the electrical Systems and their infrastructures with event organizer(s) and or event electricians.
- Turnover the keys to access the bollards, kiosks or electrical rooms.
- Turnover the electrical pigtails (also referred to as tails or Cam-lok connectors) required by the event organizer.
- Ensure festivals are abiding by the NCC “Site Use Guidelines” as well as the NCC “Special Event Permit” with regards to the use of the NCC’s electrical infrastructures.
- Take meter(s) reading prior to event of all NCC meters that are impacted by the electrical consumption of the event.

During the event

- Perform a daily visual inspection of NCC’s electrical infrastructure used for events ensuring all Reference Standards are adhered to (see 4.4.2).
- Ensure festivals are abiding by the NCC “Site Use Guidelines” as well as the NCC “Special Event Permit” with regards to the use of the NCC’s electrical infrastructures.
- Report immediately to the NCC any deficiencies.

Within forty-eight (48) hours following the occupation end date indicated on the NCC Special event permit issued to the event organizer(s)

- Recover all keys and pigtails lent to the event organizer.
- Visually inspect all electrical infrastructures with NCC representative (optional) and the event organizer and report any deficiencies or variations from the condition prior to the event.
- Take meter(s) reading after the event of all NCC meters that are impacted by the electrical consumption of the event.

Within 5 days following the occupation end date indicated on the NCC Special event permit issued to the event organizer(s)

- Report to the NCC any missing pigtails or keys and the meter readings taken prior and after the event.
- Report to the NCC any damages and/or unauthorized modifications to the electrical equipment and associated cost to repair the damages and/or correct unauthorized modifications attributed to the event activities.

Ongoing

- Inventory management of keys and pigtails.

Reports

- Report to the NCC on April 1st of each Year, the quantity and condition of the keys and pigtails.
- Report to the NCC on November 1st of each Year the name of each event that has accessed electrical installations, as well as the quantity of keys and/or pigtails lent to each event, and meter reading where applicable.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Note: The NCC will supply the Contractor with sufficient number of pigtails and keys for the duration of the season.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-C

ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM

A visual inspection and submission of a report must be completed by the Contractor on an annual basis for all equipment types referenced in this contract. Testing is required in year 2 and 4 of the Contract as defined in Appendix 4-C.

1. Generic terms for the Spring Annual Maintenance Program

1.1. Scope

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

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

Support shall include providing measures, temporary or permanent, to restore power.

- .5 The detailed Maintenance and testing are written to cover a broad range of electrical Components and installations. These are included under Electrical Components, Testing and Maintenance in individual sections included further in this appendix.
- .6 Provide all labour and material required to carry out the inspection testing, Maintenance, repairs and the replacement of Components of the Systems and equipment (when under the responsibility of the Contractor) as described in section 4.4.2.
- .7 The following Components must be tested annually in accordance with Appendix 4-C (3):
 - Power cables
- .8 The following components must be tested in the 2nd and 4th year of the Contract, in accordance with Appendix 4-C (3):
 - Panel-boards and control centres;
 - Moulded case circuit breakers;
 - Fixed mounted switch/fuse units;
 - Splitters and boxes;
 - Dry type transformers to 600 Volt primary;
 - Motor control, contactors, motor starters, low voltage (up to 1000V) medium voltage.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

1.2. Work Planning

- .1 Perform inspection testing and routine Maintenance of electrical Systems and Components as specified in section 4.4.2.
- .2 In Electrical Vaults where access is controlled by a third party, the room inspection cleaning together with inspection testing and routine Maintenance may be carried out during a single operation, usually during the planed power shutdown by the third party.

1.3. Schedule

- .1 Submit proposed schedule for performance of the work a minimum of 4 weeks prior to starting the activity.
- .2 Schedules must be approved by the NCC prior to any shutdowns.
- .3 Schedule shall show all major activities with dates and estimated duration of shutdowns.

1.4. As-built Drawings

- .1 Obtain prints of the electrical System layout from the owner when available.
- .2 Provide revised electrical single line drawings with verified circuits for all equipment when original line drawings were provided by the NCC.
- .3 When any discrepancies with the original single line drawings provided by the NCC becomes apparent during the spring Annual Maintenance Program, mark the original single line drawing with:
 - .1 CT and PT size, ratios and configurations
 - .2 Cable types and sizes of cables
 - .3 Fuse types, sizes and ratings
 - .4 Circuit breaker frame sizes and trip unit types and ratings
 - .5 Protective relay designations
 - .6 Load break and disconnect switch ratings
 - .7 Transformer kVA and voltage ratings, types, configurations and impedances.
 - .8 Panel board, switch board and switchgear voltage and current ratings.
- .4 Indicate other drawing discrepancies and omissions.

1.5. Thermographic imaging

- .1 Obtain the thermographic imaging study report from the owner when available.
- .2 Complete the additional Maintenance requirement as detailed in Section 3 of this annex “Maintenance Procedures by Equipment Type” when the thermographic imaging report is available.
- .3 Thermographic imaging can also be referred to as an Infra-red scan.

1.6. Reports

- .1 Submit two copies of the Maintenance activity report, each in its own vinyl hard cover 3 ring loose-leaf binder (219mmx279mm) and one copy in Adobe Acrobat .pdf file containing a summary of the project, complete with a detailed deficiency list, comments,

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

2. Description of the Maintenance Activities

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Table 1: Equipment type found in each site

Site	Component									
	1. Power Cables	2. Panelboards and Control Centres	3. Moulded Case Circuit Breakers	4. Fixed Mounted Switch / Fuse Units	5. Splitters and Boxes	6. Dry Type Transformers	7. Motor Control, Starters to 1000V	8. Electrical Service Rooms Inspection	9. Pedestals	10. Site Lighting
Rideau Canal Driveways										
<i>Colonel By Drive (All)</i>	X	X	X	X	X	X	X	X	X	X
Bronson (K242)	X	X	X	X	X	X	X	X	X	X
Heron (K240)	X	X	X		X		X	X		X
Hogs Back (K239)	X	X	X		X		X	X		X
Library Rd (K241)	X	X	X		X		X	X		X
Laurier (K254)	X	X	X	X	X		X	X		X
Queensway (K249)	X			X						
Queensway (K250)	X	X	X	X	X		X	X		X
Bank (K247)	X	X	X		X		X	X		X
Bank (K248)	X	X	X						X	
Bronson (K244)	X	X	X	X			X	X	X	X
Torrington (K246)	X	X	X				X	X		X
Queensway (K251)	X	X	X				X	X		X
<i>Queen Elizabeth Drive (All)</i>	X	X	X	X	X	X	X	X	X	X
Bronson (K220)	X	X	X	X		X	X	X	X	X
Waverly (K235)	X	X	X				X	X		X
Laurier (K237)	X	X	X				X	X		X
Pretoria Bridge (K234)	X	X	X				X	X		X
Third (K233)	X	X	X				X	X		X
Bronson (K222)	X	X	X				X	X		X
Bronson (K223)	X	X	X	X				X		X
Bronson (K226)	X	X	X	X	X		X	X		X
Bank (K227)	X	X	X	X	X	X	X	X		X
Third (K231)	X	X	X	X	X		X	X	X	X
Torrington (K238)	X	X	X				X	X		X
Commissioner's Park (K211)	X	X	X	X	X	X	X	X	X	X
Dow's Lake Pavilion (K203)	X	X	X	X	X	X		X	X	X
Patterson's Creek (K201)	X	X	X				X	X		X

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

3. Maintenance Procedures by Equipment Type

Below is a check list of activities to be performed for the specific equipment type. Complete all check lists, fill out the reports pertaining to the specific equipment type and perform Maintenance and all necessary repairs as specified in the generic terms for the Spring Annual Maintenance Program of this appendix and/or as specified in the check list to ensure that all Components are in a suitable condition and in accordance/compliance with all applicable code requirements.

1. WORK COMMON TO MOST ELECTRICAL ASSEMBLIES

.1 Inspection:

1. Inspect for evidence of corrosion, the presence of corona or insulation breakdown, and/or for environmental contamination, especially on insulators or insulating surfaces.
2. Verify acceptable anchorage, required area clearances, and proper alignment.
3. Verify presence of required warning signs.
4. Verify that protective devices and settings, instrument transformers and ratios, and all other electrical elements correspond to single line drawings, coordination study, and/or relevant documentation.
5. Verify that ventilation filters are present and in good condition, and/or that ventilation openings or vents are clear.
6. Verify that there are no inadvertent connections of the ground bus to the neutral bus on any electrical Systems containing a neutral. Ensure that a ground to neutral bond(s) is in the correct location.

.2 Mechanical and Functional Verification:

1. Test operation, alignment, and penetration of instrument and control power transformer withdrawal disconnects, current-carrying and grounding.
2. Exercise all active Components, and verify the operation of all mechanical indicating devices.
3. Test all electrical and mechanical interlock Systems for proper operation and sequencing:
4. Attempt to close locked-open devices. Attempt to open locked-closed devices.
5. Make Kirk Key exchanges with devices operated in off-normal positions.
6. Verify Kirk Key numbers.

.3 Cleaning:

1. Thoroughly clean electrical equipment prior to testing unless as-found and as-left tests are required. Clean equipment using cleaning agents that have high dielectric properties, repel moisture, prevent corona tracking, and are not harmful to the electrical equipment insulation, such as Banwet manufactured by Brodi.
2. Vacuum all loose elements from electrical equipment, junction boxes, and other areas within or without electrical equipment. Blowers shall not be used unless no other methods to remove contaminants are possible. The Work may include handling, cleaning, removal and disposal of contaminated waste (droppings, syringes, etc.).

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.4 Lubrication:

1. Verify appropriate contact lubricant on moving current carrying parts. Refer to manufacturer's recommendations on lubrication of Components.
2. Verify appropriate lubrication on moving and sliding surfaces. Refer to manufacturer's recommendations on lubrication of Components.

2. POWER CABLES (Visual inspections and testing must be performed annually.)

- .1 This section applies to low voltage (0-1000 V) and medium voltage (1001 V- 4.6 kV) power cables.
- .2 Visually inspect cables where visible throughout their run and indicate conditions as follows:
 1. Inspect exposed sections of cables for physical damage and evidence of overheating and corona.
 2. Inspect terminations and splices for evidence of overheating and corona.
 3. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench in accordance with NETA standard Table 10.12 and tighten all screw connections with hand tools.
 4. Inspect for shield grounding, cable support, and termination.
 5. Verify that visible cable bends meet or exceed ICEA and/or manufacturers minimum allowable bending radius.
 6. If cables are terminated through window type current transformers, make an inspection to verify that neutral and ground conductors are correctly placed and that shields are correctly terminated for operation of protective devices.
 7. Cables are properly supported on racks, trays or ladders in buildings. No concentrated stress points exist.
 8. Cables are properly tagged with engraved lamacoid tags permanently fastened - identical relative to system drawings.
- .3 600 Volt Cables:
 1. Perform phase rotation verification, disconnect, isolate and perform insulation resistance tests on all underground feeder cables before energizing. Inspect and repair if readings are less than 2.0 Megohm or the values differ from other phases by more than 50%.
- .4 120/ 240 Volt Pedestal feeders:
 2. Check and repair any grounded cables before energizing.
- .5 Undertake all necessary repairs.

4. PANELBOARDS AND CONTROL CENTRES (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to separately enclosed wall mounted and free standing panel boards containing electrical distribution System protection and control equipment including moulded case circuit breakers, switch and fuse units, contactors including combination type, motor starters and controls including combination type as in motor control centers.
- .2 Check and verify identification and ratings with the single line drawing.
- .3 Check for adequacy of fastening and structural support.
- .4 Check enclosure type and condition, including louvers and drip shields; operating handles.
- .5 Remove covers and inspect Components for general condition. Check and record for cleanliness. Clean as necessary with vacuum and/or suitable brush.
- .6 Inspect test and record condition for:

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- .1 Bus bars: physical damage, mounting supports and lightning.
- .2 Instrument transformers: fuses, ratios, polarity mounting and connections, accuracy.
- .3 Metering equipment: type and function, proper operation.
- .4 Ground but, grounding methods and condition.

- .7 Inspect condition of wiring, note and record organization, connections, terminations; Electrical Code violations.
- .8 Isolate and carry out insulation resistance test. Record result.
- .9 Undertake all necessary repairs.

4. MOULDED CASE CIRCUIT BREAKERS (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to moulded case circuit breakers assembled as an integral unit in supportive enclosing housing of insulated material. This includes types with factory calibrated and sealed protection elements as well as insulated case circuit breakers with a stored energy mechanism and field adjustable protective relaying Systems, of the electronic/ sold state type. This also includes circuit breakers with integral current limiting fuses.
These breakers may be part of a switchboard or panel-board assembly, or separately mounted in individual enclosure.
- .2 Check and verify ratings with the single line diagram where applicable.
- .3 Check interrupting rating(s) against the short circuit study.
- .4 Refer to the infrared scan, investigate and record signs of overheating, repair if possible.
- .5 Inspect physical and mechanical condition:
 - .1 Anchorage and alignment.
 - .2 Surfaces for presence of dirt, soot grease moisture, clean as appropriate.
- .6 Inspect moulded case for cracks and record defects.
- .7 Check and verify wiring and correcting sized conductors.
- .8 For breakers with inter changeable trip units, remove the cover and check connecting for evidence of overheating (only for condition found in infrared scan). Repair (tighten) if possible.
- .9 Operate the breaker open closed to check for smooth operation without binding. Use operating mechanism (button or lever) if provided. Using an ohmmeter or other indicating device verify that contacts are open in the OFF position and closed in the ON position.
- .10 For circuit breakers with field adjustable pickup and time delay capability, secondary injection test the pickup and time delay of each element (long, short, instantaneous and ground). Test and adjust in accordance with manufacturer's recommendations to agree with the approved coordination study.
- .11 Undertake all necessary repairs.

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**APPENDIX 4-C
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5. FIXED MOUNTED SWITCH/FUSE UNITS (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 The following sections apply to fixed mounted air insulated load interrupting and disconnecting (isolating) switch assemblies for all voltages. They apply to separately enclosed devices, wall mounted or free standing whether individually and separately enclosed or part of a switchgear or switchboard assembly/ substation or panel-board.
- .2 Refer to the infra-red scan for any signs of overheating and investigate.
- .3 Clean the unit exterior and interior.
- .4 Inspect fixed mounted switch units all types and voltage and indicate:
 - .1 secure mounting alignment, blade penetration, travel stops, switching assembly;
 - .2 signs of contact wear or damage;
 - .3 satisfactory contact pressure on switch contacts;
 - .4 switch operating mechanism (operate) for smooth operation.
- .5 Lubricate as appropriate to achieve smooth operation on moving and sliding parts. Report action taken.
- .6 Note and record fuse type and rating – all phases; compare with single line diagram. If installed fuse sizes or types are not correct, recommend proper replacements.
- .7 Check for spare fuses and indicate.
- .8 Inspect fuse holders for tightness and indicate.
- .9 Check interlocks and indicate interlocking System.
- .10 Load interrupters - inspect and indicate – condition of arc chutes and evidence of excessive blackening. Check alignments.
- .11 Check and indicate phase barrier integrity and mounting is correct and secure.
- .12 Carry out contact resistance test with a low-resistance ohmmeter on contacts identified as possible or more likely deficiency from infra-red scan report. Make recommendation. Microhm value should not exceed the following:

$$\frac{0.050\text{volts}}{\text{Equipment Continuous Current Rating}} \times 1,000,000$$
- .13 Check tightness on bolted connections identified as possible or most likely deficiency from infra-red scan report. Identify result and make recommendation.
- .14 Undertake all necessary repairs.

6. SPLITTERS AND BOXES (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to enclosed wall mounted splitter troughs and boxes 0-1000 V containing terminal blocks or continuous bus bars and terminals.
- .2 Inspect physical and mechanical condition.
- .3 Inspect anchorage, alignment, and grounding.
- .4 Refer to the thermographic study report and identify “hot” spots.
 - .1 Perform resistance measurements through bolted connections and bus joints with a low-resistance ohmmeter. Microhm value should not exceed the following:

$$\frac{0.050\text{volts}}{\text{Equipment Continuous Current Rating}} \times 1,000,000$$
- .5 Inspect and clean interior including terminal blocks, bus bars and terminals.
- .6 Undertake all necessary repairs.

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**APPENDIX 4-C
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7. DRY TYPE TRANSFORMERS TO 600 VOLT PRIMARY (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applied to dry-type distribution transformer with primary voltage up to 600 V, installed in interior spaces throughout the facility.
- .2 Check identification and nameplate data and indicate if correct or not in accordance with the drawings.
- .3 Visually inspect dry type transformer and record:
 - .1 Check dust and dirt surface and cooling ducts.
 - .2 Check excessive noise – as indication of loose laminations, connections or wrong tap selection (overvoltage condition).
 - .3 Check ventilation openings.
 - .4 Check condition of filters.
 - .5 Check for evidence of moisture and enclosure deterioration.
 - .6 Check condition of all insulators and supports – cracks, chips, corona tracking.
 - .7 Check condition of barriers.
 - .8 Check winding insulation, varnish for evidence of deterioration.
 - .9 Check tap setting with volt meter. Report any voltage deviation between phases greater than 3 percent.
- .4 Review infrared scan for evidence of overheating. Investigate, report, repair if possible.
- .5 Physically check terminations for tightness.
 - .1 Torque terminations to manufacturer's recommendations if necessary.
 - .2 Check for loose core and coil blocking.
- .6 Verify cooling fans and controls are operating properly.
- .7 De-energize transformer and carry out internal inspection and cleaning, locate causes of faulty performance. Clean the insulators, where abnormal conditions such as salt deposits, dust or acid fumes prevail.
- .8 Indicate pitted or badly burned terminals.
- .9 Ensure that bolts, nuts, washers, pins, terminal and ground connections are in place and in good condition.
- .10 Adjust taps to obtain proper secondary voltage. Verify and record when re-energized (as found; as left).
- .12 For units 225 kVA and larger, perform a winding resistance test before and immediately after the insulation resistance test, recording winding temperatures and adjust values.
- .13 For units 225 kVA and larger, perform an insulation resistance test to be carried out using a 1000Vdc instrument with a minimum full scale of 500,000 megohms and the resulting insulation resistance to be corrected to a base of 20°C. For transformer winding voltage ratings below 350Vac perform the insulation resistance test at 500Vdc.
 - .1 Test the High Voltage Winding to the Low Voltage Winding with Low grounded.
 - .2 Test the Low Voltage Winding to the High Voltage Winding with the High grounded
 - .3 Test the High Voltage Winding together with Low Voltage Winding to ground.
 - .4 Test Duration: 10 min. Record values at 30 seconds and at every one minute interval.
- .14 For units up to 225 kVA, carry out one (1) minute insulation resistance (megger) test on all connections as indicated for larger units.

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

- 8. MOTOR CONTROL, CONTACTORS, MOTOR STARTERS, LOW VOLTAGE (UP TO 1000 V), MEDIUM VOLTAGE (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)**
- .1 This section applies to Contactors, Motor Starters and Controls whether free standing, individual wall mounted or installed in Motor Control/ Switchboard Assemblies.
 - .2 Inspect enclosure exterior and interior and each compartment for physical and mechanical defects and indicate.
 - .3 Review the infrared scan report for excessive heating of bolted connectivity and contacts. Investigate, report, repair if possible.
 - .4 Check identification of each cubicle or compartment and indicate if correct or not as related to drawings.
 - .5 Check and indicate existence of phasing markers (i.e. RWB phase, OR ABC phase OR 123 phase).
 - .6 Check and indicate structural connections for tightness.
 - .7 Inspect and report general cleanliness and condition of each compartment; clean interiors:
 - .1 Barriers
 - .2 Bus insulators
 - .8 Check interlocks; lock out mechanism, position indicators and flags. Indicate type and verify proper operation.
 - .9 Inspect bus bar, connections and indicate for:
 - .1 physical damage;
 - .2 tightness – torque according to manufacturers' recommendations;
 - .3 for medium voltage units, inspect for evidence of corona, tracking (insulated bus and interior cabling).
 - .10 Inspect and indicate condition of instrument transformers and fuses.
 - .1 Fuses
 - .2 fuse holders
 - .3 tracking corona (medium voltage)
 - .4 ratio – suitability
 - .5 distortion of enclosure (encapsulated type)
 - .6 polarity markings and connections.
 - .11 Inspect and indicate condition of control, metering and protective equipment and wiring.
 - .12 Compare overload element rating with motor full-load current rating to verify correct sizing.
 - .13 Inspect and indicate condition of capacitor banks (if applicable).
 - .14 Check condition, alignment and adjustment of contacts to ensure contact surfaces bear with firm uniform pressure.
 - .15 Dress contacts using contact burnisher. Note and indicate pitted or burned contacts, requiring replacement.
 - .16 Inspect operating mechanisms for loose hardware and missing or broken cotter pins, retaining rings, etc.

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(continued)

- .17 Check operation, operate mechanically and electrically, check for dead band and re-adjust in accordance with the Maintenance manual.
- .18 Clean operating mechanism and lubricate in accordance with manufacturers recommendations.
- .19 Inspect insulating parts for cracks.
- .20 Inspect fixed mounted switch units. Refer to relevant section in this specification.
- .21 Inspect circuit breakers. Refer to relevant section in this specification.
- .22 Inspect current and potential transformers for burn marks, cracks, etc. Test and verify ratios. Record nameplate data.
- .23 Inspect, test and record results for all capacitor banks.
 - .1 Record nameplate data.
 - .2 Inspect all connections for tightness.
 - .3 Measure and record phase currents and phase voltages using a true RMS meter under running load. Calculate capacitor bank kVAR .
- .24 Undertake all necessary repairs.

9. ELECTRICAL SERVICE ROOMS INSPECTION (Visual inspections must be performed annually)

1.0 ENVIRONMENT

- .1 For each equipment room or electrical room note and report the general conditions and undertake all necessary repairs.
- .2 Cleanliness:
 - .1 Indicate state of cleanliness on a scale of 1 to 3.
 - 1 – Very clean
 - 2 – Acceptable
 - 3 – Unacceptable
- .3 Lighting:
 - .1 Indicate state of lighting on a scale of 1 to 3.
 - 1 – Well lit
 - 2 – Adequate
 - 3 – Inadequate
 - .2 Indicate whether emergency lighting exists and state condition.
- .4 Ventilation:
 - .1 Interior temperature – enclosed area. Check and record air temperature within the enclosed electrical room.
 - .2 Ventilation System: Inspect, clean and operate.
 - .1 Replace filters.
- .5 Fire safety:
 - .1 Check fire extinguishers, report on condition and location.
 - .2 Report last inspection data on tag.
 - .3 Report gauge reading.
- .6 Diagrams:

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- .1 Indicate whether copies of related single line diagrams for main switchgear and distribution are mounted in view. Indicate condition and if replacement required.
- .7 Access:
 - .1 Indicate whether or not access and emergency egress is provided to each room or location. Indicate if access to equipment for Maintenance is adequate or not.
- .8 Water piping:
 - .1 Check for and indicate presence of water piping or steam piping which represents a hazard.
- .9 Safety and security:
 - .1 Indicate how access to room is controlled – if locked, how key is obtained.
 - .2 Indicate if exposed live terminals exist and how access is controlled.

2.0 GROUNDING AND BONDING

- .1 At each electrical System equipment room carry out a visual inspection to determine the type, extent and condition of grounding.
- .2 Check if all exposed non-current carrying metal parts are bonded to ground. Identify items not grounded.
- .3 Make recommendations for any parts of the grounding System which are found inadequate or improper.

3.0 CLEANING AND RE-LAMPING

- .1 As part of the standard Maintenance procedures clean thoroughly all cubicle, enclosure and compartment interiors. Refer to other sections of this specification.
- .2 Remove dust from all parts, supports and enclosure surfaces using a vacuum cleaner with a suitable nozzle.
- .3 Wipe clean surfaces using approved non-flammable cleaning solvent and clean cloth.
- .4 Clean floors.
- .5 Report on any non-electrical materials stored in rooms kiosks.
- .6 Clean all lighting fixtures and replace all burnt lamps.

4.0 EMERGENCY LIGHTING

- .1 Inspect all emergency lighting units:
 - 1. Visual inspection and cleaning.
 - 2. Check battery terminals for corrosion.
 - 3. Operation test.
 - 4. Re-lamp as required.

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

10 PEDESTALS (Visual inspections and testing must be performed annually)

- .1 Remove all debris, dirt, etc. in pedestals. Clean surfaces as required.
- .2 Inspect all plugs and connectors for pitting, deposits, flash marks, etc. Clean and repair. Report all plugs and connectors that require replacement.
- .3 Inspect pedestal for cracks, leaks, rust, faulty hinges and doors.
 - .1 Remove rust spots and repaint with outdoor metal paint.
 - .2 Repair and lubricate hinges.
 - .3 Replace door seals where necessary and repair door tightness where possible.
 - .4 Report all non-repairable openings in pedestals.
- .4 Check all utility outlets and replace if in poor conditions.
- .5 Test for grounds before energizing.
- .6 In-Ground Pedestals:
 - .1 Inspect and clean.
 - .2 Remove all water.
 - .3 Inspect all plugs and connectors.
 - .4 Open all boxes, inspect and clean.
 - .5 Replace damaged seals on boxes, plugs and connectors.
 - .6 Report all Components that require replacement.
 - .7 Test for grounds before energizing

11. SITE LIGHTING (Visual inspections must be performed annually)

- .1 Inspect and clean all outdoor lighting:
 - .1 Post type
 - .2 Wall mounted fixtures.
- .2 Remove connection box cover:
 - .1 clean box
 - .2 inspect connections and repair
 - .3 repair damaged seals.
- .3 Remove diffusers, lenses, etc. clean, repair damaged seals.
- .4 Clean lamp enclosure and re-lamp as required.
- .5 Remove any corrosion, rust spots and loose or flaking paint from surfaces. Prime the exposed surfaces and paint to match existing colour.
- .6 Paint at least yearly in accordance with mutually agreed priority list.
- .7 Check all lamp mounted utility outlets and replace if damaged.
- .8 Inspect and replace cracked, broken or vandalized globes. Clean globes inside and outside.
- .9 Undertake all necessary repairs.

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**APPENDIX 4-C
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4. Maintenance Report Forms

Equipment Type:	Power Cables	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Cable Identification:		
Cable Type:	Manufacturer:	
Voltage Rating:	Conductor Size:	
Cable Length:		
Cable Shape:		
Cable Properly Supported:		
Cable(s) Properly Identified:		
Cable Condition at Duct Mouth:		
Insulation / Jacket Damage:		
PILC:	Vertical Rise:	
	Pothead Condition:	
	Pothead Grounding:	
Medium Voltage Rubber:	Stress Cones / Termination:	
	Condition:	Tracking:
Shield Condition:		Grounded:
Tightness of Terminations:		
Carry out DC resistance testing and record values:		
Recorded Test Values:		
Phase 1 to Phase 2, Phase 3, and Neutral all Grounded:	=	
Phase 2 to Phase 3, Phase 1, and Neutral all Grounded:	=	
Phase 3 to Phase 1, Phase 2, and Neutral all Grounded:	=	
Neutral to Phase 1, Phase 2, and Phase 3 all Grounded:	=	
Comments:		

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**APPENDIX 4-C
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Equipment Type:	Panelboards and Control Centres	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Cable Identification:		
Manufacturer:	Serial Number:	
Day of Manufacture:	Inspection Date:	
Identification & Rating on Single Line:		
Fastening & Structural Support:		
Enclosure:	Type:	Condition:
	Louvres:	Drip Shields:
Components Cleaned:		
Bus Bars:	Damaged:	Supports:
Instrument Transformers:	Fuses:	Ratios:
	Polarity:	Mounting:
	Connections:	Accuracy:
Metering Equipment:	Type:	Function:
	Operation:	
Wiring:	Condition:	Connections:
	Terminations:	Organization:
Electrical Code Violations:		
Insulation resistance test:	_____	Test voltage: _____ Vdc
Phase 1 to Phase 2, Phase 3, and Neutral all Grounded:	=	
Phase 2 to Phase 3, Phase 1, and Neutral all Grounded:	=	
Phase 3 to Phase 1, Phase 2, and Neutral all Grounded:	=	
Comments:		

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**APPENDIX 4-C
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Equipment Type:	Moulded Case Circuit Breakers						
Facility Name:							
Location:							
Inspection Agency:							
Technician Name:							
Equipment Identification:							
Manufacturer:				Serial Number:			
Date of Manufacture:				Inspection Date:			
Identification & Rating on Single Line:							
IC Ratings Compatible with Short Circuit Study:							
Physical Condition:				Anchorage:			
Contact alignment:				Contact Resistance (micro Ohms)			
				A:			
Mechanical Condition:				B:			
				C:			
Cleaned:							
Moulded Case Integrity:							
Condition of Wiring:				Conductor Size:			
Overheating at Connections:							
Breaker Operation:				Verify ON/OFF Positions:			
For Breakers with adjustable setting and secondary injection capability, perform tests below.							
Trip Unit Model:		Trip Unit S/N:		Secondary Current Rating:		Amps	
Trip Unit Tests	Settings	Test Current	Limits			As Found	As Left
			Min.	Max.			
Long Delay Pick Up (LDPU)	A:				Amps		
	B:				Amps		
	C:				Amps		
Long Delay Time (LDT)	A:				Seconds		
	B:				Seconds		
	C:				Seconds		
Short Delay Pick Up:					Amps		
Short Delay Time:					Seconds		
Instantaneous Pickup:					Amps		
Ground Pickup (GPU):					Amps		
Ground Time (GT):					Seconds		
Comments:							

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**APPENDIX 4-C
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Equipment Type:		Fixed Mounted Switches / Fuse Units			
Facility Name:					
Location:					
Inspection Agency:					
Technician Name:					
Equipment Identification:					
Manufacturer:			Serial Number:		
Date of Manufacture:			Inspection Date:		
Voltage Rating:			Current Rating:		
IR Scan Indicates Overheating:					
Unit Clean:					
Mounting Secure:			Alignment:		
Blade Penetration:			Travel Stops:		
Switching Assembly:					
Signs of Wear or Damage:					
Contact Pressure on Switch Contacts:					
Switch Operation:			Lubricated:		
Fuse Type:	A:		Rating:	A:	
	B:			B:	
	C:			C:	
Fuse Identification on Single Line:					
Fuse Holder Condition:			Contact Pressure:		
Spare Fuses:					
Interlock System:			Condition:		
Load Interrupters:	Arc Chute Condition:				
	Alignment:				
Phase Barriers:	Integrity:		Mounting:		
Contact Resistance Test Result:(micro Ohm)		A:	B:	C:	
Fuses resistance test result: (micro Ohm)		A:	B:	C:	
Contact Resistance Bolted Connections: (micro Ohm) A1: B1: C1:, A2: B2: C2:					
Comments:					

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**APPENDIX 4-C
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Equipment Type:	Splitters and Boxes		
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Equipment Identification:			
Manufacturer:			Serial Number:
Date of Manufacture:			Inspection Date:
Physical Condition:			
Mechanical Condition:			
Anchorage:			Alignment:
Grounding:			
IR Scan Results:	Resistance Measurements:		
	A:		
	B:		
	C:		
Cleaned:	Interior:	Terminal Blocks:	
	Bus Bars:	Terminals:	
Comments:			

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Equipment Type:	6. Dry Type Transformers to 600V Primary											
Facility Name:												
Location:						Inspection Agency:						
Technician Name:												
Equipment ID:												
Configuration	Serial No.:			kVA:		Type:						
Manufacturer:	HV:		LV:		BIL:		Year:					
Visual Inspection:	Inspection Date:				Lowest:							
	Dust & Dirt:											
	Ventilation Openings:					Moisture:						
	Barrier Condition:					Intake Location:						
	Termination (Tightness):											
	Core and Coil Blocking:					Cooling Fan Operation:						
Internal Inspection:	Terminal Condition:					Termination (Tightness):						
Transformer Tests:	Check Secondary Voltage: X1= X2= X3=											
Adjust Taps:	As Found:					As Left:						
Winding Res. Test 1:	H1 to H =			H2 to H =			H3 to H =					
	X1 to X =			X2 to X =			X3 to X =					
Insulation Res. Test:	For Transformers 225kVA and larger perform test for 10 minutes on HV winding only											
	Insulation Resistance Test: (Meg Ohms)											
		Time	Hi to Lo and Grd			Lo to Hi and Grd			Hi and Lo to Grd			
		30 sec										
		1 min										
		2 min				HV Winding:			HV Winding:			
		3 min				DA = 1min/30sec			PI = 10min/1min			
		4 min				=			=			
		5 min										
		6 min										
		7 min										
		8 min										
		9 min										
	10 min											
Winding Res. Test 2:	H1 to H =			H2 to H =			H3 to H =					
	X1 to X =			X2 to X =			X3 to X =					
Comments:												

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Equipment Type:	Motor Control, Contactors, Motor Starters, Low Voltage (up to 1000 V), Medium Voltage			
Facility Name:				
Location:				
Inspection Agency:				
Technician Name:				
Equipment Identification:				
Manufacturer:			Serial Number:	
Date of Manufacture:			Inspection Date:	
Physical Condition:			Mechanical Condition:	
Identification Correct on Drawings:				
Phase Markers:				
Tightness of Structural Connections:				
Barriers & Bus Insulators:		Condition:		Cleaned:
Interlock Operation:			Lock Out Mechanism:	
Position Indicators:			Flags:	
Bus Bar & Connections:	Condition:		Tightness:	
	Corona:		Tracking:	
Instrument Transformers:	Ratio Suitability:			
	Connections:		Tracking / Corona:	
	Fuses:	Condition:		
	Fuse Holders:		Polarity Markings:	
Enclosure Distortion:				
Control & Metering:	Condition:		Arrangement:	
	Terminals:			
Motor Protection:	Condition:			
	Sizing:			
Capacitor Bank Condition:				
Contact Condition:			Alignment:	
Operating Mechanisms Checked:				
Operate Mechanically & Electrically:			Dead-Band:	
Operating Mechanism:		Cleaned:	Lubricated:	
Insulating Part Condition:				
Fixed Mounted Switch Units:				
Circuit Breakers:				
CTs & PTs	Burn Marks or Cracks:			
	CTs:	Nameplate Ratio:		
	PTs:	Nameplate Ratio:		
Capacitor Banks:	Nameplate Data:			
Capacitance Tests:				
Phase voltage:		A:	B:	C:
Phase Currents:		A:	B:	C:
Comments:				

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**APPENDIX 4-C
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(continued)**

Equipment Type:	Electrical Room Inspection		
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Room Identification:			
Cleanliness:	Highest: Lowest:		Lighting:
Interior Temperature:	Intake:		Average:
			Discharge:
Ventilation System:	Forced:		Natural:
Natural Louvre Size:	Intake:		Outlet:
	Location:		
Forced:	Intake Location:		Exhaust Location:
	HP:		CFM:
Controls:	Operation:		
High Temp Alarm:			
Fire Safety:	Enclosure Rating:		Door(s) Labeled:
Fire Protection System in Place:			
	Wet Sprinkler:		Presence of Drip Shields:
	Fire Extinguishers:		Type:
	Automatic Fire Detection:		Type:
Diagrams:	Single Line on Wall:		
Access:	Access Controlled By:		Emergency Egress:
Maintenance Clearances:			
Water / Steam Piping Hazard:			
Containment (for Liquid Filled Transformers:			
Presence of PCBs:		Suitable Identification / Warning:	
Access Control:			
Exposed Live Parts:		How Guarded:	
Warning Signs Posted:			
Grounding – Describe:			
Equipment Enclosure Bonding:			
Cleaned:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:		Pedestal Inspection	
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Room Identification:			
Cleanliness:		Lighting:	
Interior Temperature:	Highest:	Lowest:	Average:
	Intake:		Discharge:
Ventilation System:	Forced:	Natural:	
Natural Louvre Size:	Intake:		Outlet:
	Location:		
Forced:	Intake Location:		Exhaust Location:
	HP:		CFM:
Controls:	Operation:		
High Temp Alarm:			
Fire Safety:	Enclosure Rating:	Door(s) Labeled:	
Fire Protection System in Place:			
	Wet Sprinkler:	Presence of Drip Shields:	
	Fire Extinguishers:	Type:	
	Automatic Fire Detection:	Type:	
Diagrams:	Single Line on Wall:		
Access:	Access Controlled By:	Emergency Egress:	
Maintenance Clearances:			
Water / Steam Piping Hazard:			
Containment (for Liquid Filled Transformers:			
Presence of PCBs:		Suitable Identification / Warning:	
Access Control:			
Exposed Live Parts:		How Guarded:	
Warning Signs Posted:			
Grounding – Describe:			
Equipment Enclosure Bonding:			
Cleaned:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	Site Lighting
Facility Name:	
Location:	
Inspection Agency:	
Technician Name:	
Total number of lights on site:	
Total number of lights inspected on site:	
Total number of lights in good condition on site:	
Total number of lights requiring relamping:	
Total number of lights requiring new lenses:	
Total number of lights requiring new globes:	
Total number of lights with damaged wiring:	
Total number of lights with structural damages:	
Total number of lights requiring repainting:	
Detail description of actions taken:	
Comments:	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-D SYSTEMS – PLUMBING, IRRIGATION AND WATER

Operations and Maintenance

All Systems and Components to be maintained in accordance with specific manufacturer maintenance manuals.

▪ **Pumps**

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

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

At the end of the season, winterize the pump and check the following:

- Drain the pump
- Check for worn impeller
- Check the packaging and replace if brittle
- Check and lubricate

Power Source – Electrical

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Winterization

To winterize the motors, the following should be considered:

- Wash and clean the engine and store to protect against weather, rust and corrosion
- Remove battery and store in a charged mode in a dry, warm location
- Replace all the lubricants and their respective filters
- Drain 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-D SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)

▪ **Trickle Irrigation Systems**

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

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

▪ **Portable Toilet Management**

Site Selection

- Portable toilets should be located away from high-traffic vehicular areas
- Portable toilets must be placed at least 7 metres away from all storm drains and streets
- Portable toilets **MUST NEVER** be sited on top of storm drain inlets or on a street
- Portable toilets shall be placed on a level ground surface that provides unobstructed access to users and servicing pump trucks
- Portable toilets should, wherever possible, be located on grass area and not on, or within 2 metres of, a paved surface such as asphalt, concrete or similar
- If portable toilets must be placed on a paved surface exposed to rainwater or storm water runoff, extra care must be taken during servicing to ensure any wastewater spilled onto the paved surface is thoroughly rinsed and adequately collected so as not to leave any residue. A wet shop vacuum or similar would provide for adequate collection
- As a minimum, portable toilets shall not be located within 30 metres of any water body
- Portable toilet services must respect all universal access codes and regulations regarding installation, location, etc.
- Portable toilets shall be maintained to the same level as Washroom Facility standards (see 4.4.4.6)

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Servicing

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

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

5.0 Introduction

This section outlines all of the Event Support and Other Services requirements of the Contract. The objective of this 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 Event Support

The Contractor shall be responsible for providing all services related to the presentation (by the NCC or by third parties) of events. These services are to be provided year round and shall include the storage, cleaning of all signage panels and banners before the start of the program, transportation, installation and removal of some of the assets, including furniture, that may be required during an event.

The Contractor shall also be responsible for providing Other Services as indicated in section 5.2 (see below).

5.1.1 Sunday Bike Day

The Sunday Bike Day program involves closing four of the NCC parkways to vehicular traffic to allow cyclists, in-line skaters, hikers and others to spend their leisure time on these scenic roadways. The Sunday Bike Day program occurs every Sunday between mid-May and Labour Day weekend inclusively from 9:00 am to 1:00 pm. Both lanes of Colonel By Drive are closed to vehicle traffic between Daly Avenue and Hog’s Back Road during that period of time.

The Contractor shall provide at his/her own expense the following services:

- Be responsible for storing and delivering approximately 40 barricades, 50 cones, 12 “Sunday Bike Day” banners, 19 NCC feather banners, 6 sandwich boards and 10 signs at designated intersections along the parkway;
 - Contractor to:
 - Deliver the above-noted equipment for the closure of Colonel By Drive from Daly Avenue to Hog’s Back Road, at designated intersections of Colonel By Drive each Sunday prior to 8:00 a.m. All barricades must be installed with the appropriate banners as indicated by the NCC. All equipment must be picked up from the side of the road by 4:00 p.m. every Sunday;
 - All feather banners must be installed by the Contractor;
 - Be responsible for the delivery, installation and dismantling of two “Trilite” structures and their 3 side panels (structure and panels provided by the NCC). The “Trilites” shall be installed one week prior to the first Sunday on the West side of Colonel By Drive just South of Daly Avenue, and at the North-east corner of Colonel By Drive and Hog’s Back Road intersection. The dismantling is to occur one week after the last Sunday of the event. Exact location of Trilite structures may vary from year to year.

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

5.1.1.1 NCC Responsibilities for Sunday Bike Day

The NCC shall:

- Be responsible for the coordination of volunteers who are responsible for the set-up and take-down of barricades;
- Provide a detailed site drawing showing the exact locations of barricades, cones and signs;
- Provide all barricades, cones, banners, feather banners, sandwich boards, signs and “Trillite” structures.

5.1.2 Other Minor Events

For a maximum of five (5) events per year, the Contractor shall provide the following services;

- Provide a contact person for each event;
- Provide the event organizers with a 24 hour emergency number;
- Attend pre-event site meetings with the NCC and event organizers to inspect conditions of sites and assets; be available to meet with the event organizers upon request;
- Provide technical advice and services such as: line locates (identification and marking of underground services such as electricity, irrigation systems, water, sanitary, etc.);
- Provide, for all events, markers for irrigation heads;
- Provide onsite monitoring during event set-up and takedown to ensure compliance with event guidelines; contact NCC-CMO should the event organizers not comply with conditions of agreement and provide the NCC with an estimate of repairs for damages;
- Provide storage, repairs, transportation, installation and takedown of event furniture such as barricades, signage, “trillites”, containers, benches, risers, etc.;
- Respond to unexpected or urgent event priorities such as unscheduled site clean-up and grass cutting;
- Provide regular Maintenance services of a site during an event as jointly determined by the NCC and Contractor (e.g. watering, mowing, pruning, electrical services, etc.). Note that all Maintenance services increase during special events;
- Not allow storage of non-used event equipment on site during event;
- Attend site meetings with the NCC and event organizers after the event to inspect and assess condition of the site and assets;
- Ensure the site restoration within three days after each event and according to NCC guidelines and requirements (this includes sodding, seeding, top dressing, aerating, fertilizing, watering, hard surface cleaning/washing, repairs to damaged assets, Replacement of missing assets and litter pick-up).

Note

- All costs associated with the “Minor Events” section (see 5.1.2) are to be recorded reported to the site(s) where the event is being held.

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

5.1.3 Support for Parkway/Road Closures

The Contractor shall transport the equipment required for twenty-six (26) parkway/road closures per Year. These closures are necessary for the holding of events, sports activities, etc. All items required for these closures are supplied by the NCC and stored at the warehouse (1740 Woodroffe Avenue). The Contractor shall provide the following services:

- On the day of the closing (or the day before), supply transportation and labor to pick up (at the warehouse) and predispose the equipment at or near the intersections that are the subject of the closures;
- Deliver, install and return 8 signs (approximate size 36 inches by 36 inches).

5.1.4 Parkway/Road Closures During the Installation and Removal of the Rideau Canal Skateway Chalets

Every fall and every spring, the NCC shall install and remove the chalets used during skating season on the Rideau Canal. To do so will require closure of the Queen Elizabeth Driveway (one day) and the Colonel By Drive (one day). The chalets will be moved in approximately the third week of April and third week of October. The NCC will notify the contractor three (3) weeks in advance of the said street closures. The NCC will also provide closure plans, the equipment distribution and signage list as well as a detailed schedule of closure activities. All items required for these closures will be stored at the NCC warehouse located at 1740 Woodroffe Avenue in Ottawa.

Twice a year, the Contractor shall provide the following services:

- Provide two (2) trucks with trailers and four (4) employees to pick up (at the warehouse) and predispose the equipment at the four street corners affected by the closures on the day prior to the first closure (approximately one half-day);
- Provide three (3) trucks, two (2) trailers and six (6) employees during the two (2) days of road closures and according to the schedule set by the NCC (approximately ten (10) hours per day);
- Provide two (2) trucks with trailers and therefore four (4) employees to return the equipment to the warehouse on the Monday following street closures (approximately one half-day);

NCC Responsibilities:

- Provide the equipment and signage required for the closures;
- Provide the closure plans and additional resources required to carry out the closure(s);
- Provide a detailed schedule and description of chalet moving activities;
- Coordinate street closure operations;
- Provide a radio (walkie-talkie) to facilitate communications.

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

5.2 Other Services

5.2.1 Land Management

The Contractor shall provide the following land management services and respect the requirements indicated below. The Contractor shall:

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

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

APPENDIX 5-A

Monitoring Summary and Post-Event Evaluation

Description		Yes	No	N/A	Comments
Organization					
<i>NCC must be notified and approve any site/route changes.</i>	Site layout matched the approved site/route plan.				
	Sufficient staff to monitor contractors/suppliers				
	Modifications to the site/route plan were approved by the NCC.				
Infrastructures					
Exclusion zones					
<i>Infrastructures cannot be installed in exclusion zones.</i>	Infrastructures installed in exclusion zones.				
	Exclusion zones include:				
	• Within the drip line of trees;				
	• Within planting beds;				
	• Blocking access to, or views of, cultural assets/commemorative monuments; etc.				
	• Areas prohibited by environmental regulations (proximity to shoreline, etc.);				
• Within any other areas identified (archeological zones, sensitive areas, etc.).					
Staking					
<i>Staking infrastructures into the ground must be approved by the NCC.</i>	Line locates were completed before staking any infrastructure into the ground.				
	Infrastructures staked into the ground were approved by the NCC.				
Flooring					
<i>Flooring must be installed to protect the site and turf areas.</i>	Flooring installed in high traffic areas.				
	Floor raised a minimum of 5 inches if installed for more than 4 days				
Accessibility					
	All park entry points remained accessible.				

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

Description		Yes	No	N/A	Comments
Electrical installations					
	Electrical installations were performed by a certified electrician.				
	All electrical infrastructures were requested from NCC prior to site possession.				
	All electrical cables were safely protected to prevent potential public safety hazards.				
	All electrical infrastructure access were provided by the NCC or its site contractor.				
Site Use					
	Adequate mitigation measures were taken to protect the site (inclement weather protection, large equipment, large crowds, plywood, mulch, etc.).				
<i>Animals are not permitted on site during events unless otherwise indicated by the NCC.</i>	No animals present on site.				
Waste Management					
<i>All waste receptacles must be emptied at the end of the evening to discourage the presence of unwanted animals.</i>	Waste was well managed on site during the event.				
	Adequate number of waste receptacles were present on site				
	Waste receptacles were emptied when full, including at the end of the evening.				
	Site was kept clean at all times.				
	All waste collected during the possession dates were removed from site.				

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

Description		Yes	No	N/A	Comments
Vehicle access and site control					
	All access points to the site were controlled by event staff at all times.				
	Access to the site was used for loading and unloading only.				
	Vehicles remained on asphalt pathways or hard surfaces.				
	Vehicles accessing the turf were authorized by the NCC.				
	Vehicles parked on site provided drip pans to minimize damage from oil drippings.				
	Vehicles that were leaking fluids were not permitted on site and/or were removed from the site immediately upon notice of fluid leaks. Leaks were promptly reported to the NCC.				
	Vehicles were provided and displayed parking passes for designated parking areas.				
Signage					
<i>Language protocol Events in Ontario must be English first, French second. Events in Quebec must be French first, English second.</i>	Signage was in both official languages.				
	Signage conformed to the language protocol.				
	City of Ottawa smoke-free signage was installed.				
	NCC logo was not used on event signage unless permitted.				
Road Closures					
	Marshalls were present at the barricades prior to the road closure.				
	Barricades remained manned at all times.				
	Marshalls wore highly visible vests/shirts.				
<p><i>Marshalls must arrive at the barricades 15 minutes prior to the road closure.</i></p> <p><i>Barricades must remain manned at all times to allow access for emergency vehicles, to provide information to motorists and to ensure motorists do not move barricades and access the roadway.</i></p>					

SECTION 5 – EVENT SUPPORT AND OTHER SERVICES

Description		Yes	No	N/A	Comments
Recreational Pathway Use					
<i>Staggered starts of 15-20 participants of at least 30 seconds apart must be implemented.</i>	Non-exclusive use of the pathways was respected.				
	Staggered starts were implemented.				
	Event participants remained on the right side of the pathway.				
	Marshals were in place at key points along the route.				
Civic Regulations and Safety					
	Event site was treated as a construction site during set-up and tear-down.				
	Recreational pathways which bisect in the construction zone were closed and detours were implemented.				
	Event took all the responsible steps to ensure the safety of all users of the site.				
Recommendations					

SECTION 6 – REPORTING

6.0 Reporting

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

6.1 Administrative, Financial and Operational Reports

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

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

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 comprehensive 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 for review and approval.

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, 2018);
- Reporting at mid-Contract on asset status (inventory taken October 1st and reported October 23, 2021 – see 3.4.3.1);
- Ensuring the Contract sign-off at the end of the Contract.

6.1.7 Annual Capital Work Assessment Report

The Capital work assessment report identifying all capital projects requirements for the fiscal year is to be provided once yearly by September 1st of each Contract Year. The report shall indicate the name of the project, the scope of work and estimated value of work (see 2.4.2 for details).

Note

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

6.1.8 Response Plan for Toxic Spills

The Contractor will establish a response plan for toxic spills. This plan will be submitted to the NCC for approval within thirty days of Contract commencement. Any

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modifications to this plan must be presented to the NCC. A report for each toxic spill must be forwarded to the NCC as soon as possible (see 6.1.8).

6.1.9 Key Activity Schedule (see Appendix 6-E)

The Key Activity Schedule is an operational work tool that captures the important requirements of this Contract (key activities and their locations as well as all Preventive 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 Damage to Assets Due to Vandalism/Accident or Theft Report on Occurrence Report (as needed) (see Appendix 6-F)

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

6.1.13 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

SECTION 6 – REPORTING

this Contract. The Contractor shall deliver the completed form no later than 24 hours after the said spraying occurred.

6.1.15 Security Clearance

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

6.1.16 Fire Extinguisher Condition Report

On November 30th of each Contract Year, the Contractor will send a report to the NCC. See 3.26.

6.1.17 Keep a Daily Log Book (including all Civil interventions) (see 3.5.1.1 and 4.4)

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

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

6.1.19 Intentionally Deleted

6.1.20 Electrical Report (see 4.4.2 and Appendices 4-B and 4-C)

6.1.21 Catch Basins Report

Annually before May 15th; see 4.4.3.1.

6.1.22 Potable Water Testing Including Drinking Fountain Report (see 4.4.4.1)

6.1.23 Other Reporting

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

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

- Environmental reports (see appendix 2-D and 3.17)
- Security breach and public safety reports (see 2.15.15, 3.10)
- Missing or stolen property (see 3.4.3)
- Monitoring (see 3.5)
- Utility services meter reading report (see 3.30)

SECTION 6 – REPORTING

- Animal carcasses reports (see 3.21, 4.6.1.1)
- Landscape deficiencies reports (see 4.3)
- All Surfaces reports (asphalt, concrete/masonry, gravel/granular/stone/natural/decorative surfaces , wood) (see 4.4.1 and following)
- 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 (drinking and decorative fountains, outdoor faucets, irrigation systems, irrigation pump stations) (see 4.4.4 and following)
- Flood control report (see 4.5.1.4)
- Regulatory, FIP and Information Signage Reports (see 4.4.5.2, 3.4.3.2)
- Permanent graffiti report (see 4.6.1.5)
- Bridges and Tunnels Reports (see 4.6.1.9)
- Monitoring Summary and Post-event Evaluation (see Section 5 and Appendix 5-A)

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

SECTION 6 – REPORTING

APPENDIX 6-A

ANNUAL FIXED FEE PAYMENT SCHEDULE

Contract: Rideau Canal Corridor Contract

Year: _____

Sites	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total
1. Arboretum Pathway													
2. Colonel By Drive													
3. Commissioner’s Park													
4. Dow’s Lake Parking Lot													
5. Dow’s Lake Pavilion													
6. Patterson’s Creek													
7. Queen Elizabeth Driveway													
Subtotal													
HST													
Grand Total													

SECTION 6 – REPORTING

APPENDIX 6-B

Annual Expenditure Report (Review engagement)

Sites	Landscape			Civil				SNIC	Waste/ Cleaning	Programs		Events			Total
	Trees & Shrubs	Turf	Other	Roadway	Elec- trical	Plum- bing	Other			Floral	Recreational Pathways	Sunday Bike- days	Tulip Legacy	Other	
1. Arboretum Pathway															
2. Colonel By Drive															
3. Commissioner’s Park															
4. Dow’s Lake Parking Lot															
5. Dow’s Lake Pavilion															
6. Patterson’s Creek															
7. Queen Elizabeth Driveway															
<i>Subtotal</i>															
<i>HST</i>															
<i>Grand Total</i>															

SECTION 6 – REPORTING

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

(Continued)

Definitions for Maintenance Activities, Programs and Events

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

Landscape operations

- Trees and Shrubs (see 4.3.2 and following) means all Maintenance activities related to pruning/trimming, bed/saucer, cultivating and edging, tree and shrub removal following NCC approval, tree protection and mulching
- Turf (see 4.3.1 and following) means all Maintenance activities related to cutting and trimming, watering, edging, fertilizing, top dressing and seeding and aerating
- Other means all other activities related to landscape operations.

Civil operations

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

Others means:

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

Waste/Recycling/Cleaning

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

Snow and Ice Control (SNIC)

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

SECTION 6 – REPORTING

APPENDIX 6-B

ANNUAL EXPENDITURE REPORT (Review engagement)

YEAR ENDING MARCH 31 _____

(Continued)

Programs

- Floral program means the Maintenance of floral displays including soil preparation, bed Maintenance, flower supply, planting and removal, bed fertilizing and watering, disease and pest control, weeding, edging, and thinning.
- Recreational Pathways means all Maintenance activities related to inspection, grading, minor asphalt repair, ditch and culvert cleaning and repairs, sweeping and hazard remediation (overhanging branches, tree fall, etc.), vegetation pruning, grass cutting, garbage pick-up (ground), garbage removal (baskets), debris removal and sweeping (e.g. sand, gravel, leaves, tree branches, trees), signage (regulatory and FIP) repairs, pathways surface repairs, erosion repair, furniture Maintenance (benches, waste baskets, bike racks).

Events

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

SECTION 6 – REPORTING

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

Contract: Rideau Canal Corridor

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: **Rideau Canal Corridor**

Asset	Allocation	Beginning of Contract	Oct. 23, 2020	End of Contract
Bench permanent	231			
Bench portable	28			
Basket permanent	116			
Basket portable	4			
Bike rack	9			
Tree planter	2			
Barricade	65			

Fire Extinguishers

	Allocation	Beginning of Contract	24 Oct. 2020	End of Contract
<u>Patterson’s Creek Building</u>	1			

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, 2018.

SECTION 6 – REPORTING

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

Date Required	Activities	Location	Date completed	Comments
April - Week 1	<ul style="list-style-type: none"> • Spring clean-up as snow melts • Flood control, keep catch basin clean of ice and debris • Winter protection removed, (snow fence and winter protection around sensitive plants) • Reinstall/repair/replace signs • Pothole repair • Remove winter marker and snow fences around perimeter of tulip beds • Pest control dormant oil • Stairs to be opened • WSIB certificate • Provide proof of insurance 	<ul style="list-style-type: none"> • All • Dow’s Lake Pavilion and Parking • All • Mugo Pine Pretoria Bridge • CBD & QED 		
April - Week 2	<ul style="list-style-type: none"> • Continue spring clean-up as required • Garbage receptacles in parks should be emptied • Pest control with dormant oil should be completed (IPM) • All recreational pathways to be swept and cleaned • Salt boxes should all be removed • Prune False Spirea 	<ul style="list-style-type: none"> • All • All • Mugo Pine Pretoria Bridge • All pathways • All locations 		
April - Week 3	<ul style="list-style-type: none"> • Large concrete and paved areas flushed and/or swept and debris picked-up • Drinking fountains to be uncovered • Begin installation of portable furniture • Prune Cornus and Forsythia • Clean, repair, inspect & report bridge condition • Topdress/seed Rideau Canal Skateway ▪ damages 	<ul style="list-style-type: none"> • Arboretum Pathway, Patterson’s Creek • After the water is raised 		

REQUEST FOR PROPOSAL – RIDEAU CANAL CORRIDOR

SECTION 6 – REPORTING

April - Week 4	<ul style="list-style-type: none"> • Turf overseeding along roadways, sidewalks, etc. • Turf and winter damage repair completed • Finish removing winter markers • Inspect Dow’s Lake boardwalk • Clean flagstone surface under Queensway bridge, Heron Road bridge and Laurier bridge • <u>Drinking water test - REPORT</u> • Drinking fountain to be in operation 	<ul style="list-style-type: none"> • Contact CMO 		
May - Week 1	<ul style="list-style-type: none"> • Spring clean-up completed on all surfaces • Turf aeration first operation • Irrigation system in operation • Fertilize all shrubs (Rosa rugosa, hedges) • Plant beds must be free of leaves (100%) for May 1 • Washroom open May 15 to October 15 • Catch basin report • <u>PAINT</u> all outside and inside of Chalet • Environmental – toxic spill response plan • Canadian Tulip Festival – Friday, May 12 to Monday, May 22 • Bring 10 Muskoka chairs 	<ul style="list-style-type: none"> • All • Contact CMO • Contact CMO • Patterson’s Creek • Patterson’s Creek • Commissioners Park • Dow’s Lake 		
May - Week 2	<ul style="list-style-type: none"> • Turf aeration May 15 completed • Turf first fertilisation completed as per Contract specs • Flower bed irrigation system in operation • Catch basin repair, maintenance and cleaning • Weed control hard surfaces • Grade stone dust path • Canadian Tulip Festival – Friday, May 12 to Monday, May 22 • Electrical Spring Annual Maintenance Program • Trees & Shrubs condition report 	<ul style="list-style-type: none"> • CONTACT CMO • CONTACT CMO Commissioners Park • All • Lower path QED • May 15 		

SECTION 6 – REPORTING

May - Week 3	<ul style="list-style-type: none"> • FIPS signs cleaning • Weeding of tree and shrub beds completed • COMPOST PROJECT 100 M3 • Capture groundhogs • SUNDAY BIKE DAY – May 21 to Sept 3 ▪ 	<ul style="list-style-type: none"> • NCC sites 		
May - Week 4	<ul style="list-style-type: none"> • Edging around specimen trees, shrubs and hedges • Weeding of all tree and shrub beds first operation to be completed • Flower beds with no spring bulbs have the annual flowers planted • Masonry repair • <u>Annual Expenditure – REPORT</u> • Annual cost – REPORT 	<ul style="list-style-type: none"> • QED at Dow’s Lake • May 31 • May 31 		
June - Week 1	<ul style="list-style-type: none"> • Vegetation pruning along Recreational path • Flush hard surfaces • Install summer banners if available • Electrical testing – REPORT (Year 2 and 4) refer to contract • WSIB certificate 	<ul style="list-style-type: none"> • QED , CBD • June 1 • June 1 		

SECTION 6 – REPORTING

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



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

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

Shaded Portion for NCC use only

SECTION 6 – REPORTING

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



Supplier no. / N°. de fournisseur

**UNSATISFACTORY PERFORMANCE REPORT
RAPPORT DE RENDEMENT INSATISFAISANT**

Date of report / Date du rapport :

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

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

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

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

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

Recommendations of Project Officer / Recommandations de l'agent de projet :

Project Officer's signature / Signature de l'agent de projet Telephone number / Numéro de téléphone Date

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

Comments :

SECTION 6 – REPORTING

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

Written approval for application received from the NCC: Yes <input type="checkbox"/> No <input type="checkbox"/>					
Location of property sprayed:					
Plant material treated	Treated for	Type of pesticide(s)	Rate/litre	Application rate/ hectare or 100 trees	
Type of machine or equipment	Wind			Temperature summary	Time of treatment _____ A.M _____ P.M
	Direction	Speed	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.

ADDRESS ENQUIRIES IN WRITING TO: Allan Lapensee, email allan.lapensee@ncc-ccn.ca

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

INVITATION DATE: August 16, 2017

BID CLOSING DATE: September 29, 2017 at 3:00 p.m. EDT

SEND PROPOSALS TO:
National Capital Commission
Procurement Services
40 Elgin Street, Security office on the 2nd floor
Ottawa, ON K1P 1C7
Refer to tender file # AL1714

7.1 Site Tour (non-mandatory)

Proponents are invited to attend, at their cost, a site visit. The site visit will commence promptly at 9:00 am Ottawa time on August 31, 2017 in the Lobby of 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 August 29, 2017 to Allan Lapensée 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 Proponents attend 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)

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

- 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, Appendix 7-G and Appendix 7-H.
- 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, 4 and 5);
 - 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 annual financial statements and the separately sealed Financial Proposal envelope, shall be submitted together in a large envelope. The Detailed Proposal envelope shall be properly identified and delivered, without exception, prior to the closing date and time for submission of Proposals.

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

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

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

7.3 Joint Venture Submissions

The NCC will accept Detailed Proposals from joint venture entities. Note that all Detailed Proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each Detailed Proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each Detailed Proposal must include a statement

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

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, event support) amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration.

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 Fee Proposal

The form identified as Appendix 7-A (1), (2), (3), (4) and (5) 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.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

- 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.
- 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.**
- 7.6.7** **Unit price boxes for items 1, 2, 3, 4, 5, 6, 7, 9 and 11 in appendix 7-A (3) and 7-A(4) MUST be inserted with an all-inclusive amount in Canadian dollars excluding taxes and must be representative of the services performed for each item. Unit price boxes for items 1, 2, 3, 4, 5, 6, 7, 9 and 11 completed with “n/a”, “nil”, “no value”, “\$0” or left blank will not be accepted, and, your Detailed Fee Proposal will be deemed non-compliant and disqualified.**

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 \$100,000.00 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 \$100,000.00 or;
- 7.7.2.3** A bid bond from a company acceptable to the NCC (see 7.7.2 and Appendix 7-B) and in terms satisfactory to the NCC for the sum of \$100,000.00 or;

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

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 \$100,000.00 if such bonds are:

- Payable to the bearer; and
- Accompanied by a written instrument of transfer, duly executed by the registered owner, whose signature shall be guaranteed by a chartered bank or financial institution satisfactory to the NCC. Coupon bonds shall have attached thereto all coupons unmatured at the time the bonds are delivered to the NCC. Coupons maturing during the retention of the security by the NCC shall be returned to the Proponent upon request. Coupons which matured prior to submitting a Detailed Proposal are to be detached by the Proponent.

7.7.3 The bid security shall remain in place for 90 working days after the closing date and time of the RFP, until Contract award or until notification by the NCC that a Proponent is unsuccessful, whichever date is later. The NCC reserves the right to request extensions for additional 60 day periods as required.

7.7.4 The bid security shall be forfeited if the Proponent withdraws or amends all or any part or parts of its Detailed Proposal at any time after the specified RFP closing date and time and prior to the award of a Contract or refuses to enter into a Contract when called upon to do so. The NCC may, if, in its discretion, it is in the public interest to do so, waive this right.

7.7.5 Bid security in the form of, letters of credit, certified cheques or Bonds of the Government of Canada, of the unsuccessful Proponents or, if no Detailed Proposals are accepted, of all Proponents, will be returned.

7.7.6 The bid security of the Successful Proponent will be returned once the Successful Proponent has entered into a Contract with the NCC and provided the requested performance security.

7.8 Technical Proposal Format

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

7.9 Evaluation Process

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

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

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

Stage 3 – evaluates the financial requirements of qualified Proponents.

7.9.1 Detailed Proposal Requirements Review (Stage 1)

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

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

7.9.2 Technical Proposal Evaluation – Rated Requirements (Stage 2)

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

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

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

Total: 130 points

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, the Proponent whose technical proposal meets or exceeds the minimum required points specified in 7.9.2 above and who has submitted the lowest Grand Total shall be deemed the successful Proponent. The total Grand Total 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.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

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

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

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

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

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

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

7.11.3.3 Vendor Performance Background:

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

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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

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

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 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 Performance Security

The Successful Proponent shall provide performance security in accordance with the requirements specified in 2.11 of this RFP.

7.12.4 Proof of Insurance

The Successful Proponent shall provide proof of insurance in accordance with the requirements specified in 2.10.7 of this RFP.

7.12.5 Supplier – Direct Payment and Tax Information Form

The Proponent shall complete and submit to the NCC the Direct Payment and Tax Information Form prior to Contract award. The direct payment service will facilitate the transfer of amounts payable by the NCC to suppliers. The tax information section of the form is a requirement of the *Income Tax Act*.

7.12.6 CSST or WSIB Certificate

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

The Successful Proponent shall provide a CSST or WSIB certificate as applicable. This is a document confirming that the Contractor is registered and that his/her file is in good standing order (see 2.15.24.1.7 of this RFP).

7.12.7 Security Representative

The Successful Proponent shall provide the name of his/her security representative (see 2.15.15 of this RFP).

7.12.8 Health and Safety Plan

The Successful Proponent shall provide his/her health and safety plan (see 2.15.24.1.5 of this RFP).

7.13 Additional Terms and Conditions of the RFP

7.13.1 Ownership of RFP Documents

7.13.1.1 All documents submitted or prepared by the Contractor under the terms of the Contract shall become the property of the NCC, which shall become the owner of the copyright.

7.13.1.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as 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

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

7.13.3 Limitations & Cautions

7.13.3.1 Detailed Proposals shall be irrevocable and remain unchanged in all aspects, including price, during the period of time between the closing date of this RFP and the identification of the Successful Proponent unless expressly agreed to by both the NCC and the Proponent.

7.13.3.2 The NCC reserves the right to request clarification from the Proponent for a mandatory requirement submitted in response to the RFP that in the sole opinion of the NCC, is marginally responsive or vague. Any information previously submitted to the NCC may not be incorporated in this RFP by reference but shall be resubmitted with the Detailed Proposal nor shall the NCC accept additional information after the closing date of the RFP.

7.13.3.3 Nothing, including but not limited to, this RFP or the Proponent's response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or service from any of the Successful Proponents, unless and until the RFP has received all requisite external approvals and has been executed by the NCC and the Proponent.

7.13.3.4 The NCC shall not be obligated to reimburse or compensate any Proponent, its subcontractors or manufacturers for any costs incurred in connection with the 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. AL1714

TO: Procurement Services
National Capital Commission,
40 Elgin Street, Security Office on the 2nd floor
Ottawa, Ontario, K1P 1C7
NCC tender file No. AL1714

I/We _____
(Name of Proponent)

Business Address _____

I/We have carefully examined the RFP documents (Parts I and II).

I/We hereby offer to provide the goods and services in a careful and workmanlike manner described in the NCC tender file No. AL1714 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.: Excluding amounts in Appendix 7-A (4), for subsequent Years (Years 2 to 5), I/We understand and agree that the Fixed Site 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. AL1714.

I/We undertake to be bound by the Terms and Conditions of the RFP and any resulting Contract.

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (2)
FEE PROPOSAL
(in Canadian Dollars)
(continued)**

ADDENDA

I/We acknowledge receipt of the following addenda and have included the requirements of it/them in my/our fee proposal.

(Proponent to enter number and date of addenda issued, if any).

SIGNATURE

IN WITNESS WHEREOF I (WE) have hereunto set (my, our) hand (s)

This _____ day of _____, 20__.

Signed, sealed and delivered by the Proponent(s) in the presence of:

Signature of Proponent/Position
I have authority to bind the corporation (for corporate proponent)

Signature of Witness

Signature of Proponent/Position
I have authority to bind the corporation (for corporate proponent)

Signature of Witness

Note: The Proponent consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

Contract Contact _____

Business Telephone _____

Email _____

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (3)
FEE PROPOSAL (in Canadian Dollars)
FEE PROPOSAL BREAKDOWN**

Important: The Fixed Site Fees for items 1 thru 7 submitted shall be applicable for the first Year of the Term commencing April 1, 2018. The Fixed Fees for items 9 and 11 are fixed for the applicable year and are not subject to Consumer Price Index adjustments

Unit price boxes for items 1, 2, 3, 4, 5, 6, 7, 9 and 11 in appendix 7-A (3) and 7-A(4) MUST be inserted with an all-inclusive amount in Canadian dollars excluding taxes and must be representative of the services performed for each item. Unit price boxes for items 1, 2, 3, 4, 5, 6, 7, 9 and 11 completed with “n/a”, “nil”, “no value”, “\$0” or left blank will not be accepted , and, your Detailed Fee Proposal will be deemed non-compliant and disqualified

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (3)
FEE PROPOSAL (in Canadian Dollars)
FEE PROPOSAL BREAKDOWN**

YEAR 1

Item	Sites / Description	Amounts transferred from 7-A (5)
1	Arboretum Pathway	
2	Colonel By Drive	
3	Commissioner's Park	
4	Dows Lake parking lot	
5	Dows Lake Pavilion	
6	Patterson's Creek	
7	Queen Elizabeth Drive	
Sub-total - Sites 1 to 7		\$ (A)

13% OHST

Total - Year 1	(B)
-----------------------	------------

8	Year 1 - Additional Services	\$ 45,000.00
9	Year 2 - Additional Services	
10	Year 3 - Additional Services	\$ 45,000.00
11	Year 4 - Additional Services	
12	Year 5 - Additional Services	\$ 45,000.00
Sub-Total Additional Services Years 1 to 5 (items 8 to 12)		\$ (C)

13% OHST

TOTAL Additional Services Years 1 to 5	(D)
---	------------

GRAND TOTAL Year 1 + Additional Services Years 1 to 5 (B + D)	(E)
--	------------

Transfer this amount to Appendix 7-A (1)

Bidder: _____

Signature: _____

Date: _____

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-A (4)
FEE PROPOSAL (in Canadian Dollars)
FEE PROPOSAL BREAKDOWN**

	All inclusive fixed fees (without taxes)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Additional Services					
Tree Maintenance program, as per 4.8.2	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Repair or replacement of damaged or stolen assets per 3.14	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Fixed Fee for the electrical testing of equipment which is to be performed in years 2 and 4 as described in 4.4.2, 4-B and 4-C.					
	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
	Line 8	Line 9	Line 10	Line 11	Line 12

Transfer these amounts to Appendix7-A(3)

NOTE: The fees quoted on this sheet (Appendix 7-A (4)) are not subject to the provisions of 2.16.

Bidder: _____

Signature: _____

Date: _____



SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-A (5)
FEE PROPOSAL BREAKDOWN

Item	Sites / Description	All inclusive fixed fees - Excluding taxes					Total
		Landscape	Civil	Electrical	Waste	SNIC	
1	Arboretum Pathway						
2	Colonel By Drive						
3	Commissioner's Park						
4	Dows Lake parking lot						
5	Dows Lake Pavilion						
6	Patterson's Creek						
7	Queen Elizabeth Drive						
							<i>Transfer these amounts to Appendix 7-A (3)</i>

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-B
ACCEPTABLE BONDING COMPANIES**

 	
BID BOND FORM	
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
submitted a written tender to the NCC, dated the	day of
for:	
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:	
<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 10% of the Total Estimated Contract price of five (5) years 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>	
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	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) and (5)</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

- One (1) copy of the Proponent’s 4 most recent annual financial statements including notes to financial statements (or all annual statements for any company in operation less than 4 years), prepared according to Canadian generally accepted accounting principles and **signed** by a licensed independent accountant.
- Provide one letter from the financial institution with which the Proponent currently does business. The letter shall contain the following information:
 - A confirmation of either none or the existence of secured claims and security pledged;
 - A statement of the operating line of credit;
 - A credit rating.

Evaluation Criteria

The company’s profile, experience, references and financial situation shall be evaluated on the following criteria:

1. Profile
 - The provision of all requested information.
2. Experience
 - The Proponent’s experience in managing large, multi-tasking and multi-year Contracts;
 - The Proponent’s experience in providing administrative and Maintenance services similar to the Contract being tendered.
3. References
 - The quality of services provided to referenced clients.
4. Financial Situation
 - The Proponent’s current financial situation and his/her ability to stay in business throughout the Term of the Contract.

**Company – Profile, Experience, References
and Financial Situation Total Maximum Score: 40 points**

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

APPENDIX 7-D RATED REQUIREMENTS (continued)

2.0 Operations Plan

The Proponent shall prepare an Operational Plan describing how he/she plans on delivering all of the administrative and Maintenance services of the Contract. The Plan shall include the following sections:

- Summary;
- Organizational Chart;
- Work Responsibilities;
- Personnel;
- Work Schedules; and
- Separate Work Plans.

The Operations Plan shall demonstrate that the Proponent possesses the necessary knowledge, skills and personnel/material resources to deliver the required services. Among other items, the plan should specify:

- Company controlled services and services delivered by subcontractors;
- Method of monitoring to ensure the provision of high quality services;
- Planned environmental protection measures.

2.1 Summary (two (2) pages or less) and Appendix 7-G **Maximum Score: 5 points**

- Provide 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, event support and programs, etc.) of the Contract and must also demonstrate your understanding of the Contract.

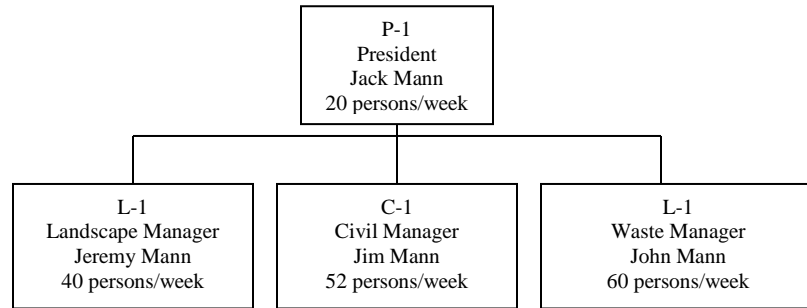
2.2 Organizational Chart (one (1) page for summer, one (1) page for winter) **Maximum Score: 10 points**

- Provide two (2) organizational charts (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 (2.2);
- 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 Event Support).

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: 20 points

- For each 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.
- Provide a list of materials to be provided as part of 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 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**

Refer to form:

Number	LAB1168
Title	Agreement to Implement Employment Equity https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168

SECTION 7 – PROCESS FOR SUBMITTING A PROPOSAL

**APPENDIX 7-G
CONTRACT PERCENTAGE BREAKDOWN**

<u>Sites</u>	Percentage of Total Cost
1. Arboretum Pathway	_____ %
2. Colonel By drive	_____ %
3. Commissioner's Park	_____ %
4. Dow's Lake Parking Lot	_____ %
5. Dow's Lake Pavilion	_____ %
6. Patterson's Creek	_____ %
7. Queen Elizabeth Driveway	_____ %
	100%

Contractor's Name: _____

Signed: _____ Dated: _____

SECTION 3 – GENERAL REQUIREMENTS

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	Arboretum Pathway						
2	Colonel By Drive						
3	Commissioner's Park						
4	Dows Lake parking lot						
5	Dows Lake Pavilion						
6	Patterson's Creek						
7	Queen Elizabeth Drive						

SECTION 3 – GENERAL REQUIREMENTS

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	Arboretum Pathway				
2	Colonel By Drive				
3	Commissioner's Park				
4	Dows Lake parking lot				
5	Dows Lake Pavilion				
6	Patterson's Creek				
7	Queen Elizabeth Drive				