



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

Invitation to Tender

# **Greenbelt Lands Maintenance Management Services**

NCC Tender File AL1715

**Part I**

December 19, 2017

**INVITATION TO TENDER (ITT)  
NCC Tender File No. AL1715**

**Greenbelt Maintenance Services**

The National Capital Commission (NCC) is seeking tender prices for the delivery of Maintenance services for a two (2) year period commencing April 1, 2018.

The scope of work will include the year-round Maintenance of assets including hiking trails, boardwalks and Footbridges, trailhead parking lots and recreational pathways, etc. The NCC will provide the planning and management function of this important natural and cultural area in the National Capital Region.

The NCC is seeking maintenance management services with the objective of supporting high standards of service excellence at the best cost..

*Ce document est aussi disponible en français.*

## **PREFACE**

The Invitation to Tender (ITT) 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 ITT 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

### 1.1 Context

The National Capital Greenbelt consists of 20,000 hectares of green spaces, including farms, forests, wetlands and federal institutions that extend from Shirley’s Bay in the west to Carlsbad Springs in the east. It is a well-recognized landmark of the Capital, managed by the NCC in accordance with the *Greenbelt Master Plan*.

In the Greenbelt, Capital residents and visitors can learn about the natural environment and participate in recreational activities year round.

The Greenbelt offers a range of outdoor recreation and learning opportunities and provides a unique rural setting for the Capital. Over 175 kilometres of hiking trails and over 35 kilometres of recreational pathways have been developed in the Greenbelt for skiing, snowshoeing, running, hiking, cycling and bird watching. The Greenbelt Pathway is currently under development as a new addition to the Capital Pathways recreational pathway network. Sections of the Rideau Trail (Ottawa to Kingston) and the Trans Canada Trail (across Canada) are also located in the Greenbelt.

The Greenbelt has three important wetlands: Shirley’s Bay, Stony Swamp, and the Mer Bleue bog. Mer Bleue has been designated an internationally significant wetland under the United Nations Ramsar Convention. With more than 3,500,000 visits annually, the NCC is committed to protect the Greenbelt and ensure its sustainability for present and future generations.

The NCC has also entered into agreements with various partners to manage other NCC property in the Greenbelt including:

- Long-term commercial leases, including golf courses, technology complexes, etc.;
- Various agricultural leases (over 70 active farms);
- Various agreements with non-profit organizations or other public agencies related to recreational facilities and activities (e.g. cross-country skiing in Mer Bleue and the Western Greenbelt); and
- Many residential leases managed through another contract.

In view of the large number of visitors who use this important natural space each year, Greenbelt development and management must contribute to public understanding of the importance of Canada’s natural environment.

The Greenbelt’s maintenance services must therefore endeavour to comply with conservation, public safety, public awareness and quality service principles.

The Contractor must be prepared to take special precautions and consider alternate methods when working in sensitive areas to minimize impacts on the natural environment and Greenbelt users. The need to work efficiently must be balanced with environmental considerations at all times.

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## SECTION 1 – INTRODUCTION

### 1.2 Contract Term

This ITT contemplates entering into a Contract having a Term of two (2) consecutive years beginning April 1, 2018, and ending March 31, 2020.

### 1.3 Scope of Work

The Maintenance Management Contract consists of providing Landscape and Civil maintenance services as well as Snow and Ice Control and Waste/Cleaning services on Greenbelt sites and/or areas. The Contract also includes reporting obligations.

### 1.4 Contractor's Responsibilities

The Contractor shall provide at his/her own expense all labour, material and equipment needed to perform the Work. These costs include, but are not limited to, all vehicles, material (including plant materials), Consumables, products, Equipment, Components, tools, labour as well as all subcontracting expenses required to perform the Work and fulfill the obligations of the Contract. The Maintenance services are to be performed in accordance with section 2 (Typical Terms and conditions) of the Contract and all Applicable Laws related to the type of Work required.

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

The majority of the Maintenance requirements outlined in this ITT are seasonal in nature, occurring between the months of April and November inclusively. Some services such as dead/dangerous tree removal, safety pruning and Waste/Cleaning services must be completed on a year round basis.

The Contractor will be required to provide Maintenance services in the following areas:

- Hiking and ski trails
- Forest access roads
- Recreational pathways
- Boardwalks and Footbridges
- Trailheads and parking lots, (picnic areas)
- Historical/cultural sites (special sites of cultural or historical significance)
- Natural lands including fences, trees, markers, gates, boulders, etc. adjacent to residential developments.

All services not included in this Contract are to be awarded based on standard procurement procedures (e.g. competitive bids).

### 1.5 Contract Boundary and Quality Requirements

The Contractor shall provide all services within the geographic boundaries as summarized on the map presented in Part II of the Contract documentation. The Contractor shall provide all services to the standards of quality detailed in the Contract documentation. Whenever a limit on a map runs along a natural asset (e.g. cliff, escarpment, etc.), the Contractor's obligation shall extend to

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## SECTION 1 – INTRODUCTION

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.

### 1.6 NCC Responsibilities

#### 1.6.1 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.

#### 1.6.2 Maintenance Services

- A. Providing portable and fixed furniture for the majority of sites;
- B. Ensuring the repairs (with the exception of pothole/sinkhole filling, which are the Contractor's responsibility) of pathways;
- C. Ensuring the life cycle Rehabilitation of the following assets: roadways and parking lots, walkways, pathways, sidewalks, steps and trails drainage, fixtures and furniture;
- D. Providing part of repair services for concrete and masonry surfaces;
- E. Painting of all pathway lines;

#### 1.6.3 Special Events

- A. Managing land use permission for special events;
- B. Notifying Contractor in writing of upcoming events;
- C. Preparing and providing the Contractor with visitor information brochures and pamphlets;
- D. Informing the Contractor in advance of the specific information required by the NCC on carbon footprint and waste collection data.

#### 1.6.4 Land Management Services

- A. Managing the permits and permissions programs such 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, managing and funding the multi-year capital program (work considered as additional services not included in this Contract);
- E. Providing natural resource management;
- F. Managing NCC's federally mandated approval requirements for land use, design approval, environmental assessment reports and recommendations;
- G. Establishing site opening and closing dates.

## **SECTION 1 – INTRODUCTION**

### **1.6.5 Law Enforcement & Public Safety**

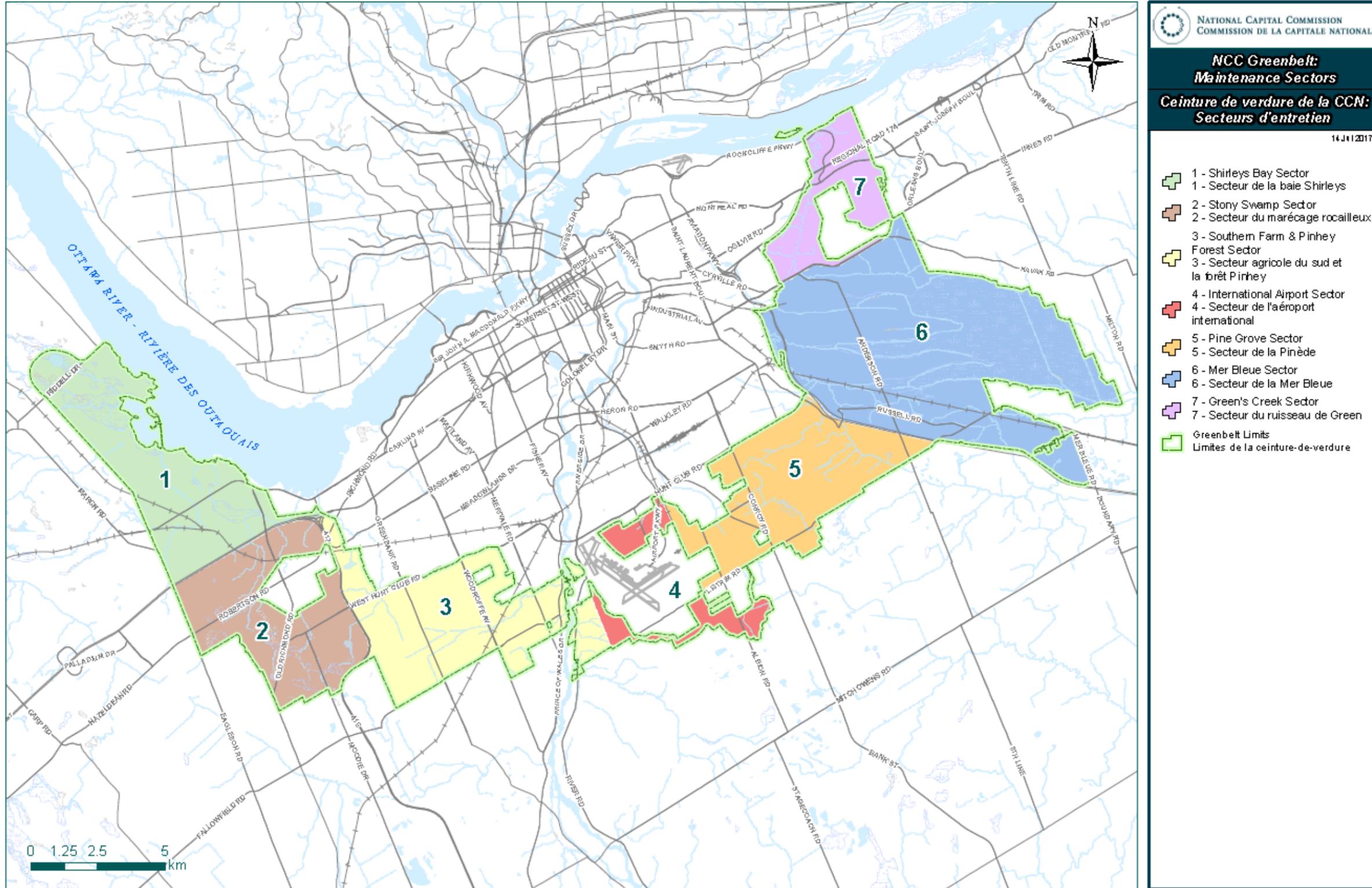
- A. Enforcing the NCC, Traffic and Property Regulations, NCC Animal Regulations and other provincial and federal legislation where NCC Conservation Officers have delegated responsibilities;
- B. Participating in special operations with law enforcement and natural resources agencies;
- C. Providing traffic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

### **1.6.6 Property Management Services**

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

SECTION 1 – INTRODUCTION

Appendix 1-A  
GREENBELT MAP



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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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### 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 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.

“**Asset**”, unless the context clearly indicates a contrary intention, whenever the term “asset” is used in this Contract, (\*) whether in upper case or lower case, the term shall be interpreted as meaning both natural and built assets.

“**Bidder**” means the party submitting a tender in response to this ITT.

“**Boardwalk**” is a pedestrian walkway usually built with wood or composite boards, over bogs and wetlands and above fragile ecosystems.

“**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 light standards.
- b) “**Major Capital Project**” means a large, technically complex work or project, e.g. building a new trail.
- c) “**Minor Capital Project**” means capital works or projects having a limited or uncomplicated scope of work, e.g. Rehabilitation of a culvert.

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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- 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 Footbridge 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 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, shelters, bulletin boards, lights, fixtures and furniture, plumbing system, etc.

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

“**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 Bidder 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 Bidder 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 tender and accepted by the NCC, if any.

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

“**Contractor**” is synonymous with successful Bidder.

“**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

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the procedures and mitigation measures set out in Appendix 2-D), guidelines, orders, approvals, notices, permits, judgements, directives, licences, decisions and requirements, with or without force of law, as they may be amended or replaced from time to time.

“**Equipment**” means all equipment and machinery that shall be provided by the Contractor to the satisfaction of the NCC, for Landscaping and Civil Maintenance, Snow and Ice Control, Waste/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.

“**Footbridge**” is a bridge designed for pedestrians, usually built with wood and/or composite materials. Most of the footbridges in the Greenbelt have been engineered to allow the Contractor’s vehicles.

“**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

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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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 ITT to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

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

“**Invitation to Tender**” (ITT) means the request for price tenders issued by the NCC pursuant to NCC tender file number AL1715 for the Greenbelt Maintenance Contract.

“**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/Cleaning Operations and any other services that are to be performed by the Contractor on a regular basis to respect its obligations in this Contract. It also means the ongoing operation and provision of a specific set of quality standards in order to achieve a desired condition of asset or levels of service. Maintenance operation entails the installation and up keep, repair and restoration of assets to a condition in which it may be effectively utilized for 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 (including Consumables) of a reactive nature to remedy defects and unserviceability including, without limitation, such activities as snow and ice removal, grass cutting, pothole repair, replacement of light bulbs, sign reinstallation, vandalism repairs, etc.
- b) “**Preventative Maintenance**” means all Maintenance usually required either monthly, annually or once every two or three years. It includes all Maintenance services of a proactive nature to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as winter protection, inspections, sanding/repainting, tree removal and planting, pothole repairs, replacement of broken or defective Components, Consumables, start-up and shutdown of systems, spring clean-up, etc.

“**Maintenance Management Contract**” means the main heading of this ITT; it encompasses all service requirements to be completed by the Contractor as more particularly described in sections 1 to 7 and Part II (site map) of this ITT

“**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.

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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“**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/Cleaning Operations to be performed by the Contractor, as more particularly described in this ITT.

“**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.

“**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 4.7.2.3.

“**Signage**” means NCC signage within the geographical limits of the Contract, generally found at or near Trailhead parking lots, along Pathways and Trails, Boardwalks and Footbridges. Signage includes but is not limited to, regulatory signage, directional signage, interpretive signage or plaques

“**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, sidewalks and building entrance ways, to ensure, at all times, public safety.

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

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

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

“**Successful Bidder**” 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, boardwalk, Footbridge or roadway.

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

“**Tender**” means a tender submitted by a Bidder in response to the ITT issued by the NCC that shall be subject to evaluation by the NCC for the purpose of selecting a successful Bidder.

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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“**Term**” means the period commencing April 1, 2018 and terminating March 31, 2020.

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

“**Unit Price/Hourly Rate**” means cost allocated to the services described in Appendix 2-A of the ITT 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.

“**Waste/Cleaning Operations**” includes the pick-up, clean-up and disposal of all organic and inorganic waste (solid and/or liquid), 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 map) of the ITT.

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

## 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

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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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 Intentionally Deleted**

### **2.2.7 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.

## **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/ services/activities/sub-activities\* (e.g. site: Carlsbad Springs; 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.

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### 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 Proposal a price breakdown for each site/reporting unit included in the Contract (see Appendix 7-A).

#### 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/reporting unit, 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:

1. The original price per site/unit price as provided in the Proposal (see Appendix 7-A);
2. The information provided by the NCC describing the alteration;
3. The Hourly Rate/Unit Price for each service as indicated in Appendix 2-A (if applicable).

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

The NCC and the 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/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

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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/ services/activities/sub-activities for deleted sites/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/ service/activity/ sub-activity, then the Contractor shall be relieved of any further rights or obligations hereunder in respect of such site/reporting unit/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/reporting Unit/service/activity/sub-activity, then the Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to this Contract or otherwise in respect of such decision made by the NCC.

#### **2.3.2.4.1 Withdrawal of an entire Site/Reporting Unit /Service**

The NCC shall use a cost establishment process for the withdrawal of an entire site/Reporting Unit/service that is different from the one indicated in 2.3.2.1 above. The total amount for the site/reporting Unit/service to be withdrawn shall be as provided by the Contractor in the Fee Breakdown (see Appendix 7-A) and according to the Annual Fixed Fee Payment Schedule (see Appendix 6-A). There shall be no negotiation of cost for the withdrawal of an entire site/reporting unit /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 Applicable 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

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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.

### **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 28<sup>th</sup> day of February (except for the first payment schedule which is required with the tender) for each Year of the Term commencing in 2018, for the NCC's review and approval, an annual payment schedule in the form and having the content described in Appendix 6-A, and allocating the Fixed Fee on a monthly basis as described in 6.1.1.

#### **2.4.1.2 Approval of Payment Schedule by NCC**

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

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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### **2.4.1.6 Direct Deposit**

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

## **2.4.2 Planning Process for Minor Capital Projects**

### **2.4.2.1 Minor Capital Projects**

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 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 (i.e. competitive bidding 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.

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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### 2.4.3 Conditions Common to Performance of All Maintenance Duties

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

#### 2.4.3.1 Permitted Uses

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

#### 2.4.3.2 Environmental Laws

In performing the Work, the Contractor shall comply fully, at its own expense, with all requirements imposed by Environmental Laws, and with all requirements imposed by the various NCC environmental policies and procedures (Appendix 2-D), including any and all amendments or replacement policies and procedures.

#### 2.4.3.3 Business Practices

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

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

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### **2.4.3.4 Intentionally Deleted**

### **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 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 Intentionally Deleted**

### **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.

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### 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 "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.

## 2.5 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

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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 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

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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 tender submitted in respect of any part of the Subject Matter, and that the Contractor shall have no recourse nor any entitlement to damages or any other remedies hereunder or otherwise in respect of such denial. The Contractor further covenants and agrees to:

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

## **2.6 Treatment of Payments & Receipts**

### **2.6.1 Treatment of Payments**

#### **2.6.1.1 Liability for Fixed Fee**

The only amount which the NCC shall be obliged to pay to the Contractor or otherwise in respect of the obligations created by this Contract is the Fixed Fee of the Contract stipulated in the Tender submitted by the successful Bidder and

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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.

## **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.

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

### 2.7.4 Segregation of NCC Transactions & Activities

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

### 2.7.5 Default in Maintenance of Records or Production of Reports

In the event that:

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

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

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

### 2.7.6 NCC's Audit

The NCC, or the NCC's auditor may, without prior notice but during Business Hours, inspect, take extracts from, audit and review all the books and records of the Contractor and obtain such other information as may be available to the NCC in order to enable the

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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 clauses 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, R.S.C. 1985, c. A-1, as amended.

#### **2.7.7.2 Control**

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

#### **2.7.7.3 Custody**

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

#### **2.7.7.4 Access by Contractor**

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

#### **2.7.7.5 Maintenance of NCC Records**

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

- a) take such measures as a prudent owner would to protect such NCC Records from damage, destruction, loss or theft, including but not limited to, making regular back-up copies of NCC Records kept in an electronic format;

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- 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*.

### **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.

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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### **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.

### **2.7.8.5 Access to Information**

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

### **2.7.8.6 Retention of Records**

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

### **2.7.8.7 Audit Rights**

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

## **2.8 Collection by Contractor**

### **2.8.1 Limitation of Contractor's Responsibility**

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

## **2.9 Conflict of Interest**

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

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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### **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.

## **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.

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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### 2.10.3 Forbearance Not to Constitute Estoppel

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

### 2.10.4 Indemnity Survives Disclaimer or Other Determination

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

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

### 2.10.5 Primary Liability

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

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

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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### 2.10.6 No Obligation to Exhaust Other Remedies

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

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

### 2.10.7 Insurance

#### 2.10.7.1 Minimum Coverage

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

a) Liability Insurance:

Minimum Amounts of Coverage Required:

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

b) Endorsements:

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

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

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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### **2.10.7.2 Assignment of Insurance**

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

### **2.10.7.3 Premiums**

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

### **2.10.7.4 Non-Cancellation**

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

### **2.10.7.5 Evidence of Insurance**

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

### **2.10.7.6 Acknowledgement of Release by Contractor of Claims & Indemnity**

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

### **2.10.7.7 Additional Insured's**

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

### **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

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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

### **2.10.8 Co-Insurance**

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

### **2.10.9 Coverage Not Available**

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

### **2.10.10 Exclusion of Limitations on Contractor's Liability**

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

### **2.10.11 Limits of Insurance**

#### **2.10.11.1 Periodic Review**

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.

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### **2.11 Performance Security**

#### **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 with a \$75,000.00 unconditional irrevocable letter of credit or a \$ 75,000.00 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 in the amount of 50% each of the two (2) year Grand total amount including taxes.

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

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

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

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

#### **2.11.2 Cancellation of Letter of Credit**

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

### **2.12 Prohibition on Assignment**

#### **2.12.1 Outright Assignment Prohibited**

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

#### **2.12.2 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.

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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 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.

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### 2.14 Default Provisions

#### 2.14.1 Default

If the Contractor:

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

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

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

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

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

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- 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 being generated in respect of any use of the Subject Matter or any parts thereof;
- ii) Every such receiver may, at the discretion of the NCC and evidenced in writing, be vested with all or any of the powers and discretion of the NCC;
- iii) The NCC may from time to time by notice in writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the revenues derived from the Subject Matter;
- iv) Every such receiver shall, so far as concerns the responsibility for acts or omissions, be deemed the agent or attorney of the Contractor and not the agent of the NCC unless specifically appointed by the NCC as agent of the NCC;
- v) Every such receiver shall have full power to manage, operate, amend, maintain, protect, preserve and repair the Subject Matter or any parts thereof in the name of the Contractor for the purpose of securing the payment of revenues from the Subject Matter or any parts thereof provided that the receiver shall do so as a prudent receiver would do;
- vi) No such receiver shall be liable to the Contractor to account for monies or damages other than cash received by him in respect of the Subject Matter or any parts thereof and out of such cash so received, every such receiver shall in the following order pay:
  1. His commission or remuneration as receiver;

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2. All expenses made or incurred by such receiver in connection with the management, operation, amendment, protection, preservation of, repair or Maintenance services of the Subject Matter or any parts thereof;
3. All taxes, insurance premiums and every other proper expenditure made or incurred by him in respect to the Subject Matter or any parts thereof;
4. All revenues and any other amounts due to the NCC under the Contract;
5. All payments required to be made to keep in good standing the supply of Utilities and services;
6. Any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accounted for the Contractor;
7. The NCC may, at any time and from time to time, terminate any such receivership by notice in writing to the Contractor and to any such receiver;
8. The Contractor hereby releases and discharges the NCC and every such receiver from every claim of every nature, whether in damages or not, which may arise or be caused to the Contractor or any Person claiming through or under it by reason or as a result of anything done by the NCC or any successor or assign or anyone for whom the NCC is responsible or by any such receiver under the provisions of this section unless such claim be the direct and proximate result of the dishonesty or gross negligence of the NCC, the receiver or their respective heirs, successors or assigns.

### **2.14.3 Remedies Generally**

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

### **2.14.4 Extended Meanings**

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

## **2.15 General Provisions**

### **2.15.1 Notice**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by priority post, personal delivery, facsimile transmission, or electronic mail as hereinafter provided. Any such notice or other communication, if delivered by post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth Business Day following the day on which the notice was sent, if personally delivered shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address

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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, Ontario Urban Lands and Transportation, Capital Stewardship Branch.
- b) if to the Contractor: At the address and to the person specified in the Contractor's Tender

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.

### **2.15.6 Force Majeure**

- a) Subject to the provisions of 2.15.6 (b) where the performance of an obligation of the Contractor is subject to Force Majeure as defined in 2.1.1, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay

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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,

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and includes, but is not limited to, Web pages, databases, lists and client lists created or updated by the Contractor pursuant to or as a result of this Contract and content and illustrations produced by the Contractor to market or promote any part or parts of the Subject Matter or any event, product or service relating to the Subject Matter;

- “Moral Rights” has the same meaning as in the Copyright Act, R.S.C. 1985, c.C-42.

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

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

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

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

### 2.15.15 Security Requirements

#### Security Requirements

The NCC complies with Treasury Board’s *Policy on Government Security* and consequently, it will require that the Contractor’s Employees submit to a personal security screening process. The screening process includes fingerprinting for identification purposes. NCC Corporate Security will conduct the fingerprints at the NCC Corporate Security Office.

The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

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

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

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information/documentation requested by the NCC's Corporate Security in order to complete the screening.

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

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

### **Company Security Representative**

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

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

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

### **Responsibilities of the Company Security Representative**

The CSR's responsibilities are the following:

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

#### **2.15.15.1 Maintenance of Security Measures**

The Contractor shall implement and maintain throughout the Term, security measures, as a prudent owner would implement and maintain with respect to its

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## **SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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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 Conservation Officers and the CMO (see 6.1.10).

### **2.15.15.3 Preparation of Threat & Risk Assessment**

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

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

### **2.15.16.1 Sales Taxes**

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

### **2.15.16.2 Income Tax Requirements**

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

## **2.15.17 Inspection Rights**

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

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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, the part containing the more extensive obligations on the part of the Contractor shall prevail.

### 2.15.20 Laws, Regulations, By-Laws

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

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

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

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

### 2.15.21 International Sanction

- a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the National Capital Commission (NCC) cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- b) The Contractor must not supply to the NCC any goods or services which are subject to economic sanctions.
- c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the NCC if he/she is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the NCC in accordance with sections 2.3.1 and 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 Agreements

This procurement is subject to;  
Canada-Chile Free Trade Agreement (CCFTA);  
Canada-Colombia Free Trade Agreement;  
Canada-Peru Free Trade Agreement (CPFTA);  
Canadian Free Trade Agreement (CFTA);  
Comprehensive Economic and Trade Agreement (CETA);

but is considered exempted from:  
the North American Free Trade Agreement (NAFTA);  
World Trade Organization-Agreement on Government Procurement (WTO-AGP).

### 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:

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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- (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.

**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;

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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- 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 Worker's Safety and Insurance Board and/or a confirmation of registration from the Commission de la Santé et de la Sécurité du Travail du Québec confirming that the Contractor is registered (and that its file is in good standing).

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

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

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

During the Term of the Contract, the Contractor must provide the NCC with up-to-date clearance certificates from the Worker's Safety

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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and Insurance Board and/or certificate of compliance from the Commission de la Santé et de la Sécurité du Travail du Québec 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 tender 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 Bidder for the provision of additional Maintenance services not included in the Contract. The SOA shall be based on the rates provided in the Hourly Rate/Unit Price for Maintenance services form (see Appendix 2-A of this Section). The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to the SOA and subsequent call-up purchase orders.

#### Note

- Appendix 2-A of this Section must be submitted with the fee Tender described in Section 7.

**SECTION 2 – TYPICAL TERMS AND CONDITIONS**

**APPENDIX 2-A**

**HOURLY RATE/UNIT PRICE FOR MAINTENANCE SERVICES**

Notes

- To be inserted with the Bidder’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 the Term of the Contract.
- The minimal amount of hours (usually 3-4 hours) requirement shall not be applicable to SOAs and subsequent call-up purchase orders (see 2.15.25).
- The Contractor shall supply a copy of certification for full-time employees. Proof of subcontractor’s certification shall be supplied upon request from CMO.

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

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

*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: \_\_\_\_\_

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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### 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 30<sup>th</sup> 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 (see 6.1.1);
- Year-end Expense Report (appendices 6-B and 6-C);
- WSIB certificate (6.1.4);
- Asset Inventory (6.1.6);

#### 4. Defaults relating to any specialized work performed by workers

If Contractor fails to demonstrate that all Work accomplished to meet the requirements of this Contract is in accordance with Applicable Laws and standards (especially CSA) and that any specialized Work, such as electricity and plumbing, pruning and tree takedown are done by licensed workers. (See 2.15.20 et 3.1.6).

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## SECTION 2 – TYPICAL TERMS AND CONDITIONS

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### 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, 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 traffic control; accessing or moving machinery (collision with a vehicle, cyclist, pedestrian, etc.);
- Working with electrical, mechanical, water systems (electrocution, burns, being crushed, etc.);
- Working with contaminated waste such as animal excrement, syringes and condoms (infection, disease, etc.);
- Working with contaminated soil (health impacts);
- Working in difficult climatic conditions (sunstroke, dehydration, hypothermia, sunburn, chilblains, etc.);
- Working in confined spaces (harmful gas, asphyxia, explosion, etc.);
- Working during snowstorms or other types of storms (skidding, falling, being dragged, being struck by a falling object, etc.);
- Working at night (falls, physical assault, illegal activities such as drug use);
- Working with or in proximity to mechanical devices and/or motorized vehicles (injury, cuts, laceration, deafness, asphyxia due to inhaling harmful gases, etc.);
- Working with electrical equipment (injuries, cuts, lacerations, hearing loss, 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.);
- Working in wildlife environment (deer, geese, moose, coyotes, etc.)

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**SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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

- Working in remote (isolated) locations.

**SECTION 2 – TYPICAL TERMS AND CONDITIONS**

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

**List of Issues by Site**

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

	1. Shirley's Bay	2. Stony Swamp	3. Southern Farm & Pinhey Forest	4. International Airport Sector	5. Pine Grove	6. Mer Bleue	7. Green's Creek
<b>Rugged Terrain (General)</b>	X	X	X	X	X	X	X
<b>Hill/Slope</b>				X		X	X
<b>Ravine/Escarpment/Cliff</b>	X						X
<b>Body of Water</b>	X	X		X		X	X
<b>Confined Space</b>		X					
<b>Contaminated Area</b>				X		X	
<b>Contaminated Waste (droppings, syringes, etc.)</b>	X	X	X	X	X	X	X
<b>Remote Work Area</b>	X	X	X	X	X	X	X
<b>High Public Use Area</b>	X	X	X	X	X		X
<b>High Vehicle Use Area</b>	X	X	X	X	X	X	X
<b>Drainage/Sewer System</b>							
<b>SNIC</b>	X	X	X	X	X	X	X
<b>Nuisance Wildlife</b>	X	X	X	X	X	X	X

## SECTION 2 – APPENDIX 2-D

### NCC Environmental Guidelines for Maintenance Contracts

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

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

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

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

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

#### *Air Emissions*

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

#### *Archaeological Resources*

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

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

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**SECTION 2 – APPENDIX 2-D**

*Cleaning of Equipment, Machinery, and Vehicles*

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

*Contaminated Soils*

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

*Designated Substances*

- \*Prior to entering a site, contact the NCC to determine if any designated substances<sup>2</sup> are present.
- Handle and dispose of all designated substances in accordance with all federal, provincial, and municipal requirements.
- Ensure employees are trained on the identification and handling of designated substances.

*Pesticides*

- In 2012, the NCC developed and approved a policy to eliminate the cosmetic use of pesticides on its lands. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the *Ontario Pesticide Act* and the *Quebec Pesticide Act*, depending on the province where the activity is taking place.

*Fauna and Wildlife*

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

*Site Reinstatement*

- To prevent weed germination and establishment, retain native vegetation in and around project activity and keep soil disturbance to a minimum consistent with project objectives.
- All materials should be removed at the end of the works, and the site should be reinstated to its original conditions, or better, including the restoration of both topsoil and native vegetation. Seed mixtures are to follow the NCC portfolio approved seeding, sodding or mulch.
- 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*

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

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

- **All emergency situations MUST be reported immediately to 911 and then to the NCC 24 Hour Emergency Communications Service at 613 239-5353.** Any environmental spills (biological, chemical or petroleum based) must be reported to the NCC 24 Hour Emergency Communication Service at 613-239-5353.
- Spill response materials should be available wherever hazardous materials are used or stored. These spill response materials should be suitable in type and quantity to the type and quantity of hazardous materials being used at that location.
- Employees must be trained on how to use the spill material and equipment.
- All used absorbent material must be disposed of in accordance with applicable regulatory requirements.
- \*Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC immediately.
- All spills must also be reported to the appropriate provincial authority where a spill: discharges to air, land or water, is in excess of normal usage, has escaped its means of containment, or has been combined with other products affecting its chemical stability which could cause an adverse effect (i.e. negative impact on health, environment or property).
- Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
- A spill report form has been prepared by the NCC and must be completed and sent to Environmental Services within 24 hours of the spill. The spill form is included in the reporting section of this contract. The Spill Report, Response and Review Log must be completed by following the Spill Procedure in place. The Spill Report, Response and Review Log should be submitted to the NCC Contract Manager and it should provide details on the spill.

### *Trees*

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

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

*Weather*

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

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

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

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

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<b>Landscape Management</b>				
<b>Turf:</b> machine and manual cutting, trimming, watering, edging, top dressing, seeding or overseeding, aerating, fertilizing, etc.	No	<ul style="list-style-type: none"> <li>Excess or improper application of fertilizers can cause environmental degradation of water bodies.</li> <li>Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation during cutting.</li> <li>Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i> during cutting.</li> </ul>	<ul style="list-style-type: none"> <li>Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body.</li> <li>In 2012, the NCC developed and approved a policy to eliminate the cosmetic use of pesticides on its lands. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the <i>Ontario Pesticide Act</i> and the <i>Quebec Pesticide Act</i>, depending on the province where the activity is taking place.</li> <li>Turf cuttings are to be collected and composted on site, where possible.</li> <li>*When clearing naturalized meadows (e.g. Class C), the NCC will need to verify the presence of any species at risk prior to undertaking the activity.</li> <li>*To minimize harm to migratory birds, naturalized meadows (e.g. Class C) may not be cut between April 15<sup>th</sup> and August 15<sup>th</sup>, which corresponds to the core migratory bird breeding and nesting season. If, by exception or for health and safety reasons (fire breaks), the NCC requires that naturalized meadows or class C areas be cut prior to August 15<sup>th</sup>, the NCC will be required to conduct an area search for evidence of nesting. Environment Canada recommends that these surveys be carried out by skilled and experienced observers using appropriate methodology<sup>3</sup></li> </ul>	<ul style="list-style-type: none"> <li>If activities must be conducted in a naturalized meadow between April 15<sup>th</sup> and August 15<sup>th</sup>, conduct area search for evidence of nesting.</li> </ul>
<b>Tree/shrub:</b> safety and clearance, pruning, trimming, cultivating,	Yes, when carried out in relation	<ul style="list-style-type: none"> <li>Potential damage to trees or shrubs protected under the <i>Species at Risk Act</i> or provincial legislation.</li> </ul>	<ul style="list-style-type: none"> <li>*Any federally or provincially protected tree species (seedling, sapling or tree) must be properly flagged and protected to prevent damage or accidental removal. Highly visible flagging tape (using a pre-determined colour) should be used to clearly identify the tree and</li> </ul>	<ul style="list-style-type: none"> <li>NCC approval prior to tree pruning, cutting or removal.</li> <li>If activities must be</li> </ul>

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

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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.)
edging, mulching, removal, winter protection, etc.	to a physical work (e.g. pathway Maintenance)	<ul style="list-style-type: none"> <li>• Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>.</li> <li>• Improper disposal of diseased trees or shrubs may spread invasive pests, diseases or pathogens.</li> <li>• Improper pruning may decrease tree health.</li> </ul>	<p>removed once work is completed. Presence of such species should be reported to the CMO. These species include <b>Butternut</b> (<i>Juglans cinerea</i>), <b>Rock Elm</b> (<i>Ulmus thomasi</i>) and <b>Black Maple</b> (<i>Acer nigrum</i>).</p> <ul style="list-style-type: none"> <li>• *It is prohibited to prune or fell any at risk tree species (live or dead) protected by provincial and/or federal law, unless a permit was first obtained from the appropriate agency, either Environment Canada or MDDEFP, depending on the case. A permit request to these agencies must first be obtained by the NCC. Protected tree species include <b>Butternut</b> (<i>Juglans cinerea</i>) in both Quebec and Ontario, <b>Rock Elm</b> (<i>Ulmus thomasi</i>) and <b>Black Maple</b> (<i>Acer nigrum</i>) in Quebec.</li> <li>• *To minimize harm to migratory birds, no tree or shrub cutting or removal may take place between April 15<sup>th</sup> and August 15<sup>th</sup>, which corresponds to the core migratory bird breeding and nesting season. Alternatively, consider conducting an area search for evidence of nesting. Environment Canada recommends that these surveys be carried out by skilled and experienced observers using appropriate methodology<sup>2</sup></li> <li>• Trees or shrub clippings, branches, or log pieces that show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest (e.g. Dutch elm disease, emerald ash borer, etc). Healthy material will be collected and composted on-site, where possible.</li> <li>• Minimize vegetation cutting (DBH &lt; 10 cm), limiting it to vegetation that interferes with the movement of machinery and work.</li> <li>• All tree or vegetation debris that may fall or enter any water bodies must be removed immediately with as little disturbance as possible.</li> <li>• If working in Gatineau Park, any sapling or tree that has to be cut should be cut in 1 meter lengths and dispersed in the surrounding forest on NCC property.</li> <li>• *When removing tree stumps, contact your CMO because the associated excavation may affect archaeological resources and may require testing and disposal if it is located on a contaminated site.</li> <li>• All tree pruning should follow the International Society of Arboriculture (ISA) best practices for tree pruning.</li> </ul>	<p>conducted in a naturalized meadow between April 15<sup>th</sup> and August 15<sup>th</sup>, conduct area search for evidence of nesting.</p> <ul style="list-style-type: none"> <li>• Obtain required authorization to prune or fell a protected tree species.</li> <li>• Monitor compliance of conditions set out in the permit and/or authorization for cutting of protected trees.</li> <li>• Verification of soil and groundwater contamination and archaeological potential when removing stumps.</li> </ul>
<b>Annual, bulb, and perennial:</b> mowing of daffodils, planting/removing, watering, fertilizing,	No	<ul style="list-style-type: none"> <li>• Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life.</li> <li>• Improper disposal of flowers may spread</li> </ul>	<ul style="list-style-type: none"> <li>• Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body.</li> <li>• Flowers that are removed and show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of</li> </ul>	

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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.)
cultivating, edging, hang weeding, pinching, roguing, winter protection, plant division, etc.		invasive pests, diseases or pathogens.	the disease or pest. Healthy clippings are to be collected and composted on-site, where possible. <ul style="list-style-type: none"> <li>Use non-invasive plant species and preferably native species for ornamental purposes. Consult invasive alien species lists before the introduction of a new ornamental species.</li> </ul>	
<b>Non-desirable vegetation / nest / small animal control<sup>4</sup>:</b> inspecting and removing as needed.	Yes	<ul style="list-style-type: none"> <li>Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation.</li> <li>Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>.</li> <li>Pesticides, herbicides, insecticides, or fungicides may kill non-target species.</li> <li>Accidental spread of invasive species.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that the small nuisance animal is not a species protected under the <i>Species at Risk Act</i>, the <i>Ontario Endangered Species Act</i>, <i>Quebec Loi sur les espèces menacées ou vulnérables</i> or the <i>Migratory Birds Convention Act</i>.</li> <li>*No active bird nests may be disturbed or destroyed. Generally, if migratory birds nesting in buildings are a cause for concern, it is recommended that contractors identify how the birds enter the building and block those entries after nesting is completed and before the birds come back to nest the following season.</li> <li>Where the presence or effects of the nuisance animal(s) may create a dangerous situation, the Contractor is to contact the CMO who will be advised by the NCC environmental services on the best course of action.</li> <li>In 2012, the NCC developed and approved a policy to eliminate the cosmetic use of pesticides on its lands. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the <i>Ontario Pesticide Act</i> and the <i>Quebec Pesticide Act</i>, depending on the province where the activity is taking place.</li> <li>Only products registered by Agriculture and Agri-Food Canada under the <i>Pest Control Products Act</i> may be used.</li> <li>*The contractor must receive written authorization from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.</li> <li>*When removing invasive plant species, ensure that plant material is appropriately disposed of to minimize spread. Consult the NCC for information on the best disposal requirements based on the invasive species you are working with.</li> <li>Clean sludge, dirt, and plant material from equipment and tools before leaving a site infested with invasive species. High pressure air hoses, mobile cleaning stations which retain water runoff, and brushes or brooms are acceptable cleaning methods.</li> </ul>	<ul style="list-style-type: none"> <li>Approval of pesticide application.</li> <li>Verification of appropriate disposal methods for invasive species.</li> <li>Confirmation of the animal species.</li> </ul>
<b>Civil Maintenance</b>				

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

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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.)
<p><b>All surfaces:</b> Inspecting, reporting, sweeping, removing hazards (e.g. leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>Accidental spills may degrade environmental quality and have the potential to spread contamination.</li> </ul>	<ul style="list-style-type: none"> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> <li>*Work performed in or near water may require a permit from the Ontario or Quebec provincial and/or federal government. The contractor must contact the CMO to verify permit requirements with the NCC environmental services.</li> <li>Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> </ul>	
<p><b>Asphalt surfaces:</b> daily inspection, reporting, and secure any deficiencies (e.g. bumps, cracking, culvert and ditch problems, drainage problems, erosion, manhole and catch basin problems, etc), provide emergency pothole/sinkhole fillings.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>Accidental spills will degrade environmental quality and have the potential to spread contamination.</li> <li>The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality.</li> </ul>	<ul style="list-style-type: none"> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> <li>Asphalt should either be mixed away from the site or should be prepared on paved surfaces to minimize the effects of a spill. Excess asphalt must be disposed off-site at a location that meets all regulatory requirements.</li> </ul>	<ul style="list-style-type: none"> <li>Receive authorization to work near water.</li> <li>Monitor compliance of conditions set out in the permit and/or authorization to perform in-water or near-water works.</li> <li>Periodically inspect the erosion and sediment control measures to ensure proper installation and functioning, especially prior to, and after rainfall events.</li> </ul>
<p><b>Concrete/masonry surfaces</b> (curbs, gutters, concrete steps, exposed aggregate, granite sets, pavers, interlocks, flag stones, cobblestones, patio stones, etc.): re-setting, correcting, etc.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>Accidental spills will degrade environmental quality and have the potential to spread contamination.</li> </ul>	<ul style="list-style-type: none"> <li>Concrete should either be mixed away from the site or should be prepared on paved surfaces if only small quantities (e.g. for minor repairs) are required. Excess concrete must be disposed off-site at a location that meets all regulatory requirements.</li> <li>The washing of concrete trucks and other equipment used for mixing concrete should not be carried out within 30 m of a watercourse or wetland and should take place outside of the work site.</li> <li>All concrete trucks should collect their wash water and recycle it back into their trucks for disposal off-site at a location meeting all regulatory requirements.</li> <li>When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls into the gutter system.</li> </ul>	

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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.)
<b>Gravel / granular / stone dust / natural / decorative surfaces:</b> levelling, grading, etc.	Yes	<ul style="list-style-type: none"> <li>The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality.</li> <li>The release of particulate matter may adversely affect air quality.</li> </ul>	<ul style="list-style-type: none"> <li>Implement dust control measures.</li> <li>*No increase in footprint below the High Water Mark</li> <li>*No new fill placed below the High Water Mark</li> </ul>	<ul style="list-style-type: none"> <li>Periodically inspect the erosion and sediment control devices to ensure proper installation and functioning, especially after heavy rainfall.</li> </ul>
<b>Wood surfaces:</b> repairing, maintaining structural integrity, sanding, painting, etc.	Yes	<ul style="list-style-type: none"> <li>Accidental spills will degrade environmental quality and have the potential to spread contamination.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure proper storage, management and use of materials to minimize spills.</li> <li>Implement dust control measures when sanding.</li> <li>Do not use treated wood in or near water (minimum distance is 15m).</li> <li>Do not use treated wood on surfaces used in the preparation or consumption of food (picnic tables, bird feeders), that would be in direct contact with drinking water or that will be used by people (benches, wooden structures for children).</li> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> </ul>	
<b>Lighting and electrical</b> (distribution boxes, electrical panels, aboveground and underground electrical conduits and wiring, light standards, etc.): inspecting, repairing, securing, replacing, providing line locates, providing immediate repairs, reporting.	Yes	<ul style="list-style-type: none"> <li>Spread of contaminated groundwater or soils during excavation.</li> <li>Health and safety effects from the exposure of contaminated soils.</li> <li>Damage to archaeological resources as a result of excavation.</li> <li>Damage to tree roots or trees as a result of excavation.</li> <li>Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality.</li> <li>Improper disposal of hazardous materials could degrade environmental quality and have an impact on health and safety.</li> </ul>	<ul style="list-style-type: none"> <li>*Prior to the start of any digging or excavation for the repair of electrical conduits or any other subsurface lighting and electrical fixture, contact the CMO to verify the presence of soil or groundwater contamination and archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?).               <ul style="list-style-type: none"> <li>If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>In the case of new excavation or excavation that will widen, deepen or otherwise alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</li> <li>If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.</li> </ul> </li> <li>*If any suspected soil or groundwater contamination at the site is discovered, the NCC must be notified immediately.</li> <li>Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> </ul>	<ul style="list-style-type: none"> <li>Periodically inspect the erosion and sediment control fences to ensure proper installation and functioning, especially after heavy rainfall.</li> <li>May require testing of soils prior to off-site disposal.</li> <li>May require monitoring by qualified archaeologist.</li> <li>Attain permit to excavate near Butternut.</li> </ul>

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

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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.)
			<p>potential damage to trees.</p> <ul style="list-style-type: none"> <li>• *Where Maintenance activities must take place during the the core migratory bird breeding and nesting season season (April 15<sup>th</sup> to August 15<sup>th</sup> ), netting or other appropriate systems may be temporarily installed prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure (e.g. bridges and culverts).</li> <li>• *No increase in footprint below the High Water Mark.</li> <li>• *No new fill placed below the High Water Mark. Routine clean-out of drainage channels work has to be done in the dry<sup>5</sup></li> <li>• When cleaning culverts, follow the requirements set out in <b>Appendix A</b>.</li> <li>• The following measures should be applied during bridge cleaning:</li> <li>• Adequately seal drains and open joints before sweeping to prevent material from falling into the watercourse. Sweep bridges thoroughly before washing.</li> <li>• Clean and remove debris and sediment from drainage devices and dispose of the material in a way that will prevent it from entering the watercourse.</li> <li>• Direct wash-water past the ends of the bridge deck to a vegetated area to remove suspended solids, dissipate velocity and prevent sediment and other deleterious substances from entering the watercourse. If this cannot be achieved, use silt fences or other sediment and erosion control measures to prevent wash-water from entering the watercourse.</li> <li>• When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish.</li> <li>• Remove paint or protective coatings in a manner that prevents any paints, paint flakes, primers, blasting abrasives, rust, solvents, degreasers or other waste material from entering the watercourse.</li> <li>• Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse.</li> <li>• Contain paint flakes, abrasives, and other waste materials for safe disposal.</li> <li>• Store, mix and transfer paints and solvents on land and not on the bridge to prevent these materials from entering the watercourse in the event of a spill.</li> </ul>	

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

**SECTION 2 – APPENDIX 2-D**

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<ul style="list-style-type: none"> <li>• Do not clean equipment in the watercourse or where the wash-water can enter the watercourse.</li> <li>• Unless the debris accumulation is an immediate threat to the integrity of the piers and abutments, time debris removal to avoid disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see the Ontario In-Water Construction Timing Windows), with the exception of ice build-up removal.</li> <li>• Limit the removal of material to that which is necessary to protect piers and abutments.</li> <li>• Remove debris by hand or with machinery operating from shore or a floating barge.</li> </ul>	
<p><b>Plumbing, irrigation, and water</b> (decorative fountains, drinking fountains, outdoor faucets, underground and aboveground water and sewer lines, pit toilets, washroom facilities, pump systems, irrigation controls, lines, heads, control panels, etc.): inspecting, installing, cleaning, testing, repairing, maintaining, replacing, water testing, providing portable toilets, providing locates, etc.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>• Spread of contaminated groundwater or soils during excavation.</li> <li>• Damage to archaeological resources as a result of excavation.</li> <li>• Damage to tree roots or trees as a result of excavation.</li> <li>• Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality.</li> <li>• Accidental spills will degrade environmental quality.</li> </ul>	<ul style="list-style-type: none"> <li>• *Prior to the start of any digging or excavation for the repair of water and sewer lines, irrigation lines or heads, or any other subsurface plumbing, irrigation, or water fixture, contact the CMO to verify the presence of soil or groundwater contamination and archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?).                         <ul style="list-style-type: none"> <li>○ If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>○ Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>○ In the case of new excavation or excavation that will widen, deepen or otherwise alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</li> <li>○ If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.</li> </ul> </li> <li>• If any suspected contamination at the site is discovered, the NCC must be notified immediately.</li> <li>• Any activity that takes place within 30 m of a watercourse or wetland and may release sediment, soil, or any other potentially polluting chemical or product will require the development and implementation of an Erosion and Sediment Control Plan and an Emergency Response Plan.</li> <li>• If soils must be stored overnight, they should be covered with a tarp.</li> <li>• *Excavation within the dripline of a Butternut tree cannot proceed without a permit from Environment Canada. Contact the CMO prior to excavation in order to obtain the necessary permit.</li> </ul>	<ul style="list-style-type: none"> <li>• Periodically inspect the erosion and sediment control fences to ensure proper functioning, especially after heavy rainfall.</li> <li>• May require testing of soils prior to off-site disposal.</li> <li>• May require monitoring by qualified archaeologist.</li> </ul>

INVITATION TO TENDER – GREENBELT

**SECTION 2 – APPENDIX 2-D**

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
			<ul style="list-style-type: none"> <li>*Excavation within the dripline of any tree is discouraged. If excavation must be performed, then contact the CMO so that they can verify mitigation measures for potential damage to trees.</li> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> </ul>	
<p><b>Fixtures, furniture and buildings</b> (NCC furniture only – fences, stone walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, NCC buildings, kiosks, etc.): inspecting, repairing, replacing, cleaning, removing graffiti, painting, staining, displacing furniture, etc.</p>	<p>Yes</p>	<ul style="list-style-type: none"> <li>Spread of contaminated groundwater or soils during excavation.</li> <li>Damage to archaeological resources as a result of excavation.</li> <li>Accidental spills will degrade environmental quality.</li> <li>Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Conventions Act</i>.</li> <li>Dispersion of hazardous and designated substances (e.g. asbestos, lead, mercury, silica, urea formaldehyde foam insulation, vinyl chloride, PCBs, arsenic, etc.) in the environmental and potential adverse human health effects</li> </ul>	<ul style="list-style-type: none"> <li>*Prior to the start of any digging or excavation for the installation of new fixtures or furniture, contact the CMO to verify the presence of soil or groundwater contamination and archaeological potential. Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. will the trench be deepened or widened compared to what was previously excavated?).               <ul style="list-style-type: none"> <li>If soil or groundwater contamination is present, testing prior to off-site disposal may be required.</li> <li>Management and disposal of contaminated soils will follow all applicable regulations and guidelines.</li> <li>In the case of new excavation or excavation that will widen, deepen or otherwise alter the footprint of previous excavation in zones of elevated archaeological potential, an archaeologist may need to be called on site to monitor that work.</li> <li>If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.</li> </ul> </li> <li>*If any suspected contamination at the site is discovered, the NCC must be notified immediately.</li> <li>Soils from excavation may not be stored within 30m of a watercourse or wetland. If no other staging area is available, a silt fence should be erected around the material to minimize erosion. If soils must be stored overnight, they should be covered with a tarp.</li> <li>Refer to the Spills Procedure and Emergency Response mitigation measures on page 2.</li> <li>*Where Maintenance activities must take place during the the core migratory bird breeding and nesting season season (April 15<sup>th</sup> to August 15<sup>th</sup> ), netting or other appropriate systems may be temporarily installed prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure (e.g. buildings, kiosks, chimneys, roofs, etc.).</li> <li>Provide the building Designated Substances Survey report to the contractors and ensure recommendations are implemented. If no Designated Substances Survey report exists for the building to be repaired or maintained, contact NCC Contaminated Sites Team (Eric Soulard, Senior Manager, at <a href="mailto:eric.soulard@ncc-ccn.ca">eric.soulard@ncc-ccn.ca</a> ext. 5418).</li> </ul>	<ul style="list-style-type: none"> <li>Periodically inspect the erosion and sediment control fences to ensure proper functioning, especially after heavy rainfall.</li> <li>May require testing of soils prior to off-site disposal.</li> <li>May require monitoring by qualified archaeologist.</li> <li>If activities must be conducted in a naturalized meadow within April 15<sup>th</sup> and August 15<sup>th</sup>, install temporary netting or other appropriate systems prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure.</li> </ul>

INVITATION TO TENDER – GREENBELT

**SECTION 2 – APPENDIX 2-D**

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<b>Snow and Ice Control</b>				
<b>Snow and ice control</b> (roadways and parking lots, walkways, pathways, sidewalks, steps and building access, buildings, utility service access, trails, lanes, fire lanes, open spaces, fields, etc.): providing equipment and supplies, removing, blowing, plowing, shoveling, clearing, cleaning, sweeping, de-icing, stockpiling, transporting, disposing, providing floor control and emergency services, etc.	Yes	<ul style="list-style-type: none"> <li>• Salt and sand from de-icing may adversely affect fish, fish habitat, and/or water quality.</li> <li>• Accidental damage to trees.</li> </ul>	<ul style="list-style-type: none"> <li>• Snow that is removed and transported for disposal must be disposed of at an authorized snow dumping facility.</li> <li>• No snow dumping is permitted on NCC property. Snow storage sites should be located such that meltwater that may contain salt is not directed towards <a href="#">salt vulnerable areas</a><sup>6</sup>. Contractors should implement Environment Canada <i>Best Management Practices for Salt Use on Private Roads, Parking Lots and Sidewalks</i><sup>7</sup>.</li> <li>• Install snow fencing around trees susceptible to damage from snow removal and transport activities.</li> <li>• Do not blow, plow, store, or shovel snow against trees or shrubs.</li> </ul>	
<b>Waste / Cleaning Operations</b>				
<b>Litter pick-up and</b>	Yes	<ul style="list-style-type: none"> <li>• Improper disposal of waste will degrade</li> </ul>	<ul style="list-style-type: none"> <li>• All solid waste must be disposed of in accordance with all applicable environmental laws.</li> </ul>	

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

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

**SECTION 2 – APPENDIX 2-D**

Maintenance Activity	Project Under CEAA, 2012?	Environmental Effects	Mitigation Measures	Responsibilities of NCC Environmental Experts (e.g. monitoring, permitting, approval, terms of reference, etc.)
<p><b>cleaning:</b> collecting litter and debris, emptying waste receptacles, cleaning fixtures and furniture, sweeping and flushing hard surfaces, bridges and tunnels, removing graffiti and posters from all assets, removing vegetative and non-vegetative material in spring, removing spills.</p>		<p>environmental quality.</p>	<p>The contractor must be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, all municipal composting procedures shall be respected.</p> <ul style="list-style-type: none"> <li>• In general, burning of waste is prohibited on NCC property. Branches and cuttings may only be burned on NCC property with prior NCC authorization and with appropriate municipal permits for burning.</li> <li>• Contractors that provide services to the NCC for waste and composting disposal might be required to report the total weights for specific periods<sup>8</sup>.</li> <li>• Litter or debris must never be swept or pushed into water courses or wetlands.</li> <li>• All hazardous materials on NCC property must be stored in accordance with applicable regulations, standards and guidelines. Flammable materials must be stored in accordance with the National Fire Code of Canada.</li> <li>• Material Safety Data Sheets (MSDS) must be readily available for all hazardous materials brought on to NCC property. All employees handling these materials must have received training on the Workplace Hazardous Materials Information System (WHMIS) and on proper handling, storage and disposal of these materials.</li> <li>• All hazardous materials must be labelled in accordance with WHMIS requirements.</li> <li>• Absorbent material must be available whenever liquid hazardous materials are being used on NCC property. Staff must be trained on how to use and dispose of this material in the event of a spill.</li> <li>• When transporting hazardous materials, these materials must be labelled and transported in accordance with provincial and federal regulations regarding the transportation of dangerous goods.</li> <li>• Hazardous wastes and containers which previously contained hazardous materials must be disposed of in accordance with provincial and federal regulations.</li> </ul>	

**Appendix A. Culvert Cleaning - Mitigation Measures**

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

Culvert Access

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

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**SECTION 2 – APPENDIX 2-D**

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

Vegetation Removal

- All trees within 2 m of equipment in operation and susceptible to being damaged will have protectors installed around their drip line (e.g. protective fencing);
- No tree (DBH > 10cm) may be cut. If trees with a DBH of 10 cm or higher were to be cut, an authorization from the Contract Management Officer is required.
- These trees will have to be replaced, at a 2:1 ratio, with non-invasive indigenous species, approved by the NCC portfolio. The contractor's tree planting plan must be approved by NCC prior to the tree planting.
- Minimize vegetation cutting (DBH < 10 cm), limiting it to vegetation that interferes with the movement of machinery and work.
- Any federally or provincially protected tree species (seedling, sapling or tree) must be properly flagged and protected to ensure these trees are not damaged, harmed or cut. Highly visible flagging tape (using a pre-determined colour) should be used to clearly identify the tree.
- Trees or shrub clippings, branches, or log pieces that show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest (e.g. Dutch elm disease, emerald ash borer, etc).

Migratory Birds

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

Sediment and Erosion Control

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

Timing of Removal of Accumulated Material

- \*Work should be undertaken outside of the fish spawning period and periods of high flooding. Timing windows to conduct projects in or around water may vary by province, species or watercourse and are established by Fisheries and Oceans Canada (DFO) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed<sup>9</sup>. Avoid Maintenance activities during wet and rainy periods.
- Unless accumulated material (i.e., branches, stumps, other woody materials, garbage, ice build-up, etc.) is preventing the passage of water and/or fish through the structure, time material and debris removal to prevent disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see above).

Debris Removal

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

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**SECTION 2 – APPENDIX 2-D**

- 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).

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## SECTION 3 – GENERAL REQUIREMENTS

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### 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 (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 of experience in the following fields: Landscape and Civil maintenance, Snow and Ice Control, Waste/Cleaning Operations.
- Field employees shall have appropriate experience and skills to perform the duties of the Contract. They shall 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:

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## **SECTION 3 – GENERAL REQUIREMENTS**

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- NCC general information to visitors
- Proper use of machinery
- Proper Maintenance practices (horticultural, Civil, Snow and Ice Control, Waste//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 Guidelines**

The Contractor shall ensure its agents and employees are familiar with and comply with the NCC Traffic and Property Regulations, NCC Animal Regulations, NCC Environmental Policies and Procedures (Appendix 2-D) 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.

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## SECTION 3 – GENERAL REQUIREMENTS

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### 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 Term. 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 Services 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

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## SECTION 3 – GENERAL REQUIREMENTS

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Details” dated December 2008. The material standard guideline detailed in Appendix 3-A is provided to ensure that the Replacement of any material respects the original design requirements set out by the NCC. The Contractor 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 may vary from Year to Year) and elsewhere in the Contract. The Contractor shall provide at his/her own cost and expense the following services:

- Provide routine, non-routine, emergency and Preventative Maintenance for all assets within the Scope of Work of this Contract and to the quality standards and specifications as noted in Part I (sections 1,3, 4 and 5) and Part II of this Contract.;
- 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 to the quality standard and conditions they were and in the quantities existing at the

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## SECTION 3 – GENERAL REQUIREMENTS

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beginning of the Contract (with the exception of assets approved by the NCC for restoration but not rehabilitated as such by the NCC).

Note

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

### 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. The terms of these exchanges to be mutually acceptable, with the borrowing parties generally being responsible for all damages and abnormal wear and tear caused during the exchange period. In the event of any dispute the NCC shall make the final decision which shall be binding on all parties;
- Not provide portable assets to any NCC or non NCC organization without obtaining prior approval from the CMO.

#### 3.4.3.3.2 Storage

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

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### 3.4.3.4 Signage

The Contractor is responsible for the Maintenance of NCC Signage found within the geographical boundaries of the Contract. Those responsibilities are described in detail in section 4.

### 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:

- Mer Bleue picnic shelter;
- Shirley’s Bay picnic shelter;
- Sarsaparilla Trail picnic shelter.

The Contractor is responsible for all Maintenance of these NCC buildings and facilities (Appendix 3-B). The Contractor is not responsible for the payment of Utilities for any buildings – see 1. 6.1 C.

#### 3.4.4.1 Heritage Buildings

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

- Lime Kiln
- Carlsbad Springs Bathhouse

The Contractor shall obtain prior approval from the NCC before commencing any repairs to heritage Buildings and infrastructure.

## 3.5 Monitoring

### 3.5.1 Monitoring & Evaluation

#### 3.5.1.1 Contractor Representative

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, trailheads, parking areas included in this Contract are verified by the Supervisor or by any other member of the Contractor’s staff at least once daily (weekdays, weekends and holidays) for the duration of the Term (with the exception of trail system, forestry roads,

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pathways, where the verification will be done monthly **and** after each storm) (see section 4). The results of these daily site visits (including date, location, time, all observations, work requirements, actions taken etc.) are to be logged in a written form and kept at the Contractors place of business. The CMO may, at any time during Business Hours and without advance notice to the Contractor, request to view the log book in part or in whole. Refusal to grant access to the requested documentation and/or failure to produce the relevant daily log reports requested (i.e.: specific dates) within two (2) hours of the request by the CMO shall constitute a default and the NCC will be entitled to exercise the rights and remedies listed in 2.14. Also see 6.1.17 and 2.7.3.

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

### **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. 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.

### **3.5.1.3 Work plans and Reporting**

The work plan is an operational work tool that captures the important requirements of this Contract (key activities and their locations as well as all planned, preventive and corrective Maintenance activities; see appendix 6-E) and the deadline for completing each activity. The Contractor and NCC shall both actively participate in the preparation of the work plan using Key Activity Schedule (see appendix 6-E). Once agreed upon by both parties, the Contractor shall then be required to complete all activities before the deadline indicated in the work plan. The work plan 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.

The Contractor will also submit a task completion report that registers the work done the week before. (The Task Completion Report will be submitted weekly from April to November inclusive and every two weeks from December through March).

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### 3.5.2 Unresolved or Recurrent Issues

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

The NCC reminds the Contractor of the importance of compliance with all of the performance standards associated with each of the required services outlined in the ITT. 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 a delay of 24 hours following notification. In the case of non-compliance, the NCC shall take any reasonable measures at its disposition (including, but not limited to exercising the NCC's rights and remedies under the default provision – see 2.14) to ensure that time requirements are strictly respected. The NCC may consider, at its sole discretion, to prolong any deadline for providing services.

### 3.8 Change of Dates

The NCC may, at its sole discretion, change deadlines for any operational requirements which are weather related such as spring clean-up, opening and closing of access roadways, parking lots and

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## SECTION 3 – GENERAL REQUIREMENTS

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

### 3.9 Emergency Intervention Service

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<sup>1</sup> 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. 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

<sup>1</sup>The 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.

A copy of the NCC Emergency Procedures Manual will be provided to the successful Bidder. The Contractor must follow these procedures where applicable and all those that are developed or modified during the Term. These changes to the emergency procedures and the news ones will be communicated to the Contractor by the NCC.

### 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 immediately to the NCC and to the appropriate emergency services agencies (police, firefighters, etc.).

### 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.

Note: For emergency pathway closures, the Contractor must comply with the proper policy detailed in the NCC Emergency Procedures Manual.

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### **3.12 Traffic Control**

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

### **3.13 Locking Devices**

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

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

### **3.14 Damage to Assets Due to Vandalism/Accident or Theft, and Illegal Dumping**

#### **3.14.1 Damage to Assets Due to Vandalism/Accident or Theft**

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

- if the asset can be restored to its prior condition by cleaning it (which includes cleaning and removal of graffiti) or painting it, the Contractor shall clean the asset using the most appropriate cleaning/removal process and/or repaint the asset;
- if the asset cannot be restored by cleaning and/or painting or has been stolen or destroyed, the Contractor shall repair and/or 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.
- Assets that have been replaced after being stolen will be included in the cumulative financial limit (see 3.14.3) only if the Contractor has complied with its obligation to safeguard the asset as set out in section 2.15.15.1

The Contractor shall ensure that immediate safety remediation measures are taken to protect the public. Repair of damages and destruction caused by vandalism/accidents/theft is to be completed within 48 hours of its occurrence. Where

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damage is more substantial or involves ordering specialized materials, action to initiate remediation shall be undertaken within 48 hours of occurrence. Replacement assets must be provided within a reasonable time given the nature of the asset, but in no event shall that time period exceed thirty (30) days.

### 3.14.2 Illegal Dumping

The Contractor shall also be responsible to pick up all illegal dumping on NCC lands included in this Contract. Illegal dumping means a major event where the quantity of the dumping requires additional manpower and equipment in excess of normal/routine operations.

The Contractor will remove all materials and debris within 24 hours of becoming aware of a dumping occurrence and dispose of the dumping at an authorized landfill site. The Contractor is responsible for all tipping fees incurred at the landfill site. These costs are to be included when calculating the annual cumulative amount for which the Contractor is liable.

### 3.14.3 Liability for Damage to Assets Due to Vandalism/Accident or Theft and Illegal Dumping

All repairs/Replacements due to vandalism/accidents/theft and illegal dumping with cost estimates reflecting market value costs or using SOA rates when applicable 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. These reports must be forwarded to the NCC no later than 48 hours after each occurrence.

**Note:** 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, it may award the work (labour and/or materials) to other suppliers.

As part of his fee tender, the Contractor shall include an annual allowance of fifteen thousand dollars (\$15,000) (plus applicable taxes) for the repair and/or Replacement of assets which are damaged, destroyed or stolen as per 3.14.1 and/or for work related to illegal dumping as per 3.14.2. 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. In addition, the NCC can make use of the annual allowance to request that the contractor complete extra works, up to the amount of any unused portion of the annual allowance, within the geographical limits of the Greenbelt contract. The type and scope of work is to be determined by NCC at its sole discretion, as per Article 2.15.25. 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

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reconciliation process or carried over to the next fiscal year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments.

### **3.15 Third Party Damage**

#### **3.15.1 General**

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

#### **3.15.2 Deadlines**

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

#### **3.15.3 Liability**

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

### **3.16 Damage Caused by Contractor**

#### **3.16.1 General**

The Contractor shall be responsible for any damages that it causes to NCC property or assets. Any damage is to be reported immediately to the NCC on an occurrence report. The scalping of turf, tearing of bark, broken signs, broken planks on boardwalk from machinery and equipment, major rutting, damage caused by whipper snipping of assets, etc., shall be considered damage to be repaired by the Contractor at its sole cost.

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### 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 ReplacementReplacements at the Contractor's expense. In cases where the safety of the public is threatened (e.g. broken gate on pathway), the Contractor shall correct the situation immediately.

### 3.17 Environmental Requirements

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

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

### 3.18 Pesticides/Herbicides

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 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 15<sup>th</sup> 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 is to 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, compostable, 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.

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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 and removing build-up replacing culverts, pumping drainage ditches, 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, etc.) found dead along the roads and trails of the lands included in this Contract. These must be disposed in accordance with all federal, provincial and municipal regulations in that matter. Any abnormal situation, such as a high incidence of mortality of the same species, will be reported to the NCC. Carcasses which the Contractor suspects may be infected with rabies (i.e. racoons) and other large dead animals (i.e. deer, bears) which are seen should be reported to the NCC Conservation Officers. They will remove and dispose of them.

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 and Public Relations

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

### 3.23 Public Requests for Services

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

- Respond to and investigate on site all requests;
- Provide the necessary services only:
  - on lands included in this Contract; and

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- when the requested service falls within the scope of work of the Contract; and
- after obtaining NCC approval.

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

### **3.24 No Sale**

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

### **3.25 Transition**

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

### **3.26 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.

### **3.27 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.

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### 3.28 Volunteers

The Contractor is required to support volunteer activities within the lands of this Contract. This includes:

- 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

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.

### 3.29 Agreements

The NCC has entered into a number of agreements with municipalities, user groups, businesses and individuals, regarding their use of Greenbelt Lands and contributions to its management. Should these agreements affect the Contractor's obligations, they will be forwarded to the Contractor and any changes to the Contract will be negotiated.

### 3.30 Storage

No material, vehicle or Equipment shall be stored on Lands included in this Contract without prior NCC approval. No fuel storage tanks are permitted on NCC property without prior NCC written consent.

### 3.31 Control and Prevention of Invasive Species

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

To perform the work described in the foregoing paragraph, the Contractor must provide, as part of this Contract and on an annual basis, a total of 80 hours of invasive species removal. The Contractor as part of this requirement shall supply for each hour of work a crew of two (2) 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 tender.

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.

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.

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Steps to be followed:

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

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

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

### 3.32 Archaeological Discoveries on NCC Lands

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

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

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

Pre-contact archaeological sites are more difficult to identify. These sites, occupied or used by First Nations people prior to the initial arrival of Europeans in the region in 1610, include campsites, portages, fishing stations, stone tool manufacturing locations and places of spiritual importance. These sites are most commonly identified 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-

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contact sites, is not predictable, and these sites can be easily disturbed, even by minor works such as boreholes, sign pots 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](mailto:ian.badgley@ncc-ccn.ca)) must be notified forthwith. Work shall not be resumed at that location until measures for the protection of those resources or remains have been put in place.

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**APPENDIX 3-A  
MATERIAL STANDARD GUIDELINE**

<p><b>1. Grass Seed</b></p> <p>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.</p> <p><b>General all-purpose mix:</b></p> <p>40% SR5210 Creeping Red Fescue 40% Arctic Perennial Ryegrass 20% Bluechip Kentucky Bluegrass</p> <p>Application rate: 1.2 kg per 100 m<sup>2</sup>.</p> <p><b>2. Winter Road Salt (Typical highway road salt)</b></p> <p>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.</p> <p><b>3. Roadway Granules (Winter Grit)</b></p> <p>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.</p> <p><b>4. Garbage Bags</b></p> <p>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).</p>	<p><b>5. Other furniture:</b></p> <ul style="list-style-type: none"> <li>▪ Wood stain: two coats of Olympic stain #730 semi-gloss (use as a reference only) (or NCC approved equivalent).</li> </ul> <p>Planters – Wood:</p> <ul style="list-style-type: none"> <li>▪ Wood: #1 Grade Pine or better;</li> <li>▪ Stain: matte black – Sikkens colour #413 Black (or NCC approved equivalent).</li> </ul> <p><b>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).</b></p>
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## SECTION 3 – GENERAL REQUIREMENTS

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### Appendix 3-B Buildings Maintenance Standard

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

#### General

- Report any structural damage or deterioration to the NCC such as, but not limited to, surface crack, spalling or scaling areas, exposed reinforcing, rusted, corroded or unprotected metal surfaces, etc.;
- Inspect and report any significant rehabilitation requirements (use occurrence report – see appendix 6-F);
- Clean, paint, repair, replace Components and maintain designated buildings and related Systems including, but not limited to, locks and locking mechanisms, doors, hinges, etc.;
- Paint all indoor and outdoor surfaces requiring painting once during the Term, in Year two (2) of the Contract (CMO and Contractor to jointly determine which surfaces require painting);
- Remove spider webs from windows, exterior ceilings, light fixtures, under roofs and eaves;
- Ensure that sites are safe for public use;
- Outside and inside Components are inspected weekly and repaired or replaced as required;
- Broken or missing shingles, siding, outlets, fixtures and receptacles, are repaired or replaced;
- Warped, sagging, rotten or damaged wooden parts are repaired or replaced;
- Broken, missing or disassembled parts or Components, including cracked glass or glazing compounds, are repaired or replaced.

#### Note:

Prior approval by the NCC is required for any repairs to buildings (especially heritage buildings) included in this Contract. All works must be performed in accordance with appropriate maintenance service and quality standards.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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### 4.0 Introduction

The primary focus of this Contract is to support the recreational and natural resource management functions of the Greenbelt portfolio by maintaining:

- an extensive network of hiking trails, recreational pathways and trailhead parking lots;
- boundary management infrastructure including fences and gates;
- regulatory, directional and advisory signage;
- trailhead infrastructure including bulletin boards, sign panels, waste receptacles, and outdoor toilets.

While Maintenance requirements are to be provided on a year-round basis, the majority of the work occurs between April and November inclusive.

The Contractor shall take special precautions and consider alternate methods when working in sensitive areas to minimize impacts on the natural environment and Greenbelt users. The need to work efficiently must be balanced with environmental considerations at all times.

### 4.1 Hiking/Ski Trails (Multi Purposes trails)

#### 4.1.1 Description

There are in excess of 175 km of hiking and cross-country ski trails of varying length and topography that wind through the Greenbelt. The trail network is essentially designed for hiking in the spring-summer-fall seasons and cross-country skiing and snowshoeing in the winter months.

- Trails are primarily natural surface with granular material (either pit run, gravel or crushed stone or mulch) added in certain locations to offset wet and substandard conditions.
- The desired trail width is 1.5–2.0 metres. Hiking trails are identified on the map that accompanies this document the Greenbelt All-Seasons Trail Map.
- Trail width limits the type of machinery and equipment that can be utilized by the Contractor.
- Care must be taken to preserve the trail surface and protect trees and other vegetation situated along the trail corridor.

#### 4.1.2 Objectives

The overall Maintenance objective is to maintain trail surfaces that:

1. are free from debris;
2. do not present a safety risk to users while prolonging the useful life cycle of the trail surface;
3. safeguarding against environmental degradation. The Contractor must inspect the entire trail network on a monthly basis.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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### 4.1.3 Requirements

- a) The Contractor shall inspect the entire trail network at regular intervals, once per month.
- b) Surface repair is intended to control the cumulative effects of natural causes and human activity on the trail surface. This includes, but is not limited to repairs of depressions, washouts, rutting and erosion.
- c) From late May through to the end of the growing season in October, the Contractor must cut back encroaching vegetation and retain the desired 1.5–2.0 m trail width; All turf areas along pathway and trail edges must be mowed and maintained to a width of 1.0 meters from the edge of pathways and trails. Overhanging tree limbs, shrubs and vines must be cut to retain a minimum 3 metre height over trails on a year-round basis.
- d) All refuse visible from edge of the trail must be picked up and removed by the Contractor.
- e) Vegetative debris must be scattered, but not piled, onto the adjacent forest floor to decompose naturally. Dead, diseased or dangerous trees and branches that pose a risk to public safety and personal property or restrict the use of Greenbelt facilities must be taken down by the Contractor and left to decompose naturally. All trees and branches that have fallen or have been cut must be limbed and scattered (not piled) a minimum of 1.5 meters from trail's edge.
- f) All culverts, swales and drainage ditches must be inspected yearly and kept clear of debris during non-winter months to ensure free flow of surface water run-off. This is of particular importance before winter to avoid spring run-off problems and during summer when heavy rains can provoke serious damage. Organic material removed from ditches or culverts must be disposed of evenly in the surrounding forest.
- g) Other civil Maintenance assets associated with the trails in the Greenbelt include gates, bollards, fencing, signage and benches. All assets associated with the trails must be inspected on a regular basis (see 4.1.3 a) and must be repaired when needed to ensure they are secure and functional at all time. Painting and staining of all assets will be required once during the Term of this Contract.
- h) The trail and recreational pathways network contains a variety of signage, including regulatory, directional, interpretive, identification and trail markers. The NCC is responsible for the fabrication and supply of all signage.

Signage along the trails must be inspected on a regular basis (see 4.1.3 a) for vandalism, visibility, and encroaching vegetation. Signage must be cleaned at least once each spring before May 31<sup>st</sup> and vegetation trimmed back as part of regular mowing/vegetative control operations throughout the growing season.

The Contractor must:

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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- replace missing, damaged or faded signs (*except Federal Identity Signage (FIP)*); All signage will be provided by the NCC.
  - reset and reattach signs that are uneven or askew including Replacement of rusted fasteners and hardware;
  - wipe signs clean each spring and as needed with water and detergent;
  - cut back obstructing vegetation to improve visibility
- i) Interpretive sign panels, installed on steel lectern stands, are located on the following trails and recreational pathways:
- Mer Bleue boardwalk
  - Pine Grove forestry trail
  - Lime Kiln Trail
  - Old Quarry Trail
  - Carlsbad Historic Site
  - Greenbelt Pathway East
  - Greenbelt Pathway West
  - Stony Swamp trails 6 sided wood framed interpretative panels (P1 Shirley’s Bay/P9 Jack Pine Trail/P18 Pine Grove, P21 Mer Bleue)
- j) Greenbelt “Timber Benches” are installed along selected trails: Jack Pine Trail and Sarsaparilla Trail, Mer Bleue Trail and Greenbelt Pathway. The Contractor must ensure the sitting surfaces are cleared of encroaching vegetation and are smooth and free of jagged edges, graffiti, cracks or splinters that could injure trail users.
- k) Wood “paddle rail” style fence has been installed along selected trail areas to define trail limits including but not limited to:
- Pine Grove forestry trail # 44
  - Greens Creek trails # 61-62
  - Pinhey Forest pedestrian entrances to trails # 31-32
  - Rideau Trail entrance on Moodie Drive across from Trailhead P8
  - Entrance to trail # 24 at Robertson Road

All paddle rail fence components are eastern white cedar; maintenance is limited to repair/Replacement of rails and posts. The NCC will supply post and paddle rail and components. The Contractor will be responsible for repairs and Replacements as required.

### 4.1.4 Mandatory Operational Requirements

Not all trails are vehicle-accessible. Where vehicles are permitted, the maximum vehicle speed on the trails is 20-km/hr. Contractor’s vehicles must engage the 4-way emergency flashers, and dome lights (if equipped) while travelling on the trails; operators will reduce speed and sound the horn as they enter any bend in the trail that interferes with visibility of oncoming traffic. Contractor’s vehicles must yield to pedestrian and cycling traffic at all times, regardless of the circumstances.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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### 4.2 Forest Access Roads

#### 4.2.1 Description

There are approximately 25 km of forest access roads throughout the Greenbelt Portfolio. These roads, which were originally constructed to allow for harvesting in the various conifer plantations situated throughout the Greenbelt, also serve as part of the trail network. The desired road width is four (4) metres. The road surface is a mix of natural soils and granular material (either pit run or quarried limestone).

#### 4.2.2 Objectives

The overall maintenance objective is to maintain a surface that:

1. is free from debris;
2. does not present a safety risk to users while prolonging the useful life cycle of the road surface;
3. safeguarding against environmental degradation; and
4. allows for light truck access (max. 1 ton GVWR) for patrols and emergency intervention.

#### 4.2.3 Requirements

- a) The entire network of forest access roads will be inspected by the Contractor on a regular basis (at regular intervals, once a month from May to October);
- b) Surface repair is intended to control the cumulative effects of natural causes and human activity on the road surface. To that effect the contractor must repair all these surfaces. This includes, but is not limited to, depressions, washouts, rutting and erosion.
- c) From late May through to the end of the growing season in October, the Contractor must mow the road corridor to a height of 15 cm. Furthermore, overhanging tree limbs, shrubs and vines must be cut to retain a 3 metre height over access road on a year-round basis. On roads not on the official Greenbelt trail network, vegetation mowing must be done a minimum of twice per growing season (i.e. July/September). Vegetative debris shall be scattered, but not piled, onto the adjacent forest floor to decompose naturally as per clause 4.1.3. e) & d).
- d) Dead, diseased or dangerous trees and branches that pose a risk to public safety and personal property or restrict the use of Greenbelt facilities must be taken down by the Contractor and left to decompose naturally. Trees and branches that have fallen across the road surface must be cut to retain the 4 m road corridor width. Cut segments will be placed onto the adjacent forest floor to decompose naturally.
- e) All culverts, swales and drainage ditches must be kept clear of debris during non-winter months to ensure free flow of surface water run-off. This is of particular

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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importance before winter to avoid spring run-off problems and during summer when heavy rains can provoke serious damage. Organic material removed from ditches or culverts must be disposed of evenly in the surrounding forest.

- f) Other Civil Maintenance assets associated with the forest roads in the Greenbelt include gates, fencing and signage. Gates and fencing must be inspected on a regular basis (once a month) and repaired when needed to ensure they are secure, functional and up to standards at all-time including but not limited to lubrication. Painting and staining of assets will be required once during the Term of this Contract.
- g) The forest road network contains a variety of signage, including regulatory, directional, interpretive, identification and trail markers.
- h) Signage along the forest roads must be inspected on a regular basis (see 4.2.3 a) for vandalism, visibility, and encroaching vegetation. Signage must be cleaned as needed and at least once each spring before May 31st. Vegetation must be trimmed back as part of regular mowing/vegetative control operations throughout the growing season. The NCC is responsible for the fabrication and supply of all signage.

The Contractor shall:

- replace missing, damaged or faded signs (*except Federal Identity Signage (FIP)*). All signage will be provided by the NCC.;
- reset and reattach signs that are uneven or askew including replacement of rusted fasteners and hardware;
- wipe signs clean each spring and as needed with water and detergent;
- cut back obstructing vegetation to improve visibility.

### 4.2.4 Mandatory Operational Requirements

The maximum vehicle speed on the forest access roads is 20 km/hr. Contractor's vehicles must engage the 4-way emergency flashers, and dome lights (if equipped) while travelling on the forest roads; operators will reduce speed and sound the horn as they enter any bend in the roadway that interferes with visibility of oncoming traffic. Contractor's vehicles must yield to pedestrian and cycling traffic at all times, regardless of the circumstances.

## 4.3 Recreational Pathways

### 4.3.1 Description

There are approximately 35 km of recreational pathways in the Greenbelt Portfolio. They are all incorporated into the Capital Pathways Network, a series of integrated multi-use pathways owned and/or managed by either NCC or municipal partners.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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### 4.3.2 Recreational Pathway Objectives

The overall Maintenance objective is to retain a slightly “rounded” (convex) profile with the median portion of the pathway raised at an incline of approximately 5% toward the sides while maintaining a surface that:

1. is free from debris;
2. does not present a safety risk to users while prolonging the useful life cycle of the pathway surface; and
3. safeguarding against environmental degradation.

### 4.3.3 Recreational Pathway Requirements

- a) The Contractor shall inspect the entire recreational pathway network at regular intervals, once per month.
- b) Surface repair is intended to control the cumulative effects of natural causes and human activity on the pathway surface. To that effect the Contractor must repair all these surfaces. This includes, but is not limited to, depressions, washouts, rutting and erosion.
- c) From late May through to the end of the growing season in October, the Contractor must maintain an approximate 1.5 metre wide mowed strip to a height of 15 cm along the pathways’ edge. Overhanging tree limbs, shrubs and vines must be cut to retain a 3 metre height over pathways on a year-round basis. Vegetative debris must be scattered, but not piled, onto the adjacent forest floor to decompose naturally. No clumps of grass or other debris will be left on the pathway surface.
- d) All refuse visible from the pathway edge must be picked up and removed by the Contractor.
- e) Dead, diseased or dangerous trees and branches that pose a risk to public safety and personal property or restrict the use of Greenbelt facilities must be taken down by the Contractor and left to decompose naturally. Trees and branches that have fallen across the pathway surface must be cut to retain the desired pathway corridor width and scattered at least 1.5 meters from trail’s edge. Vegetative debris must be scattered, but not piled, onto the adjacent forest floor to decompose naturally.
- f) All culverts, swales and drainage ditches must be kept clear of debris during non-winter months to ensure free flow of surface water run-off. This is of particular importance before winter to avoid spring run-off problems and during summer when heavy rains can provoke serious damage. Organic material removed from ditches or culverts must be disposed of evenly in the surrounding forest.
- g) Other civil Maintenance assets associated with the recreational pathways in the Greenbelt include gates, bollards, fencing and signage. Gates, bollards and fencing must be inspected on a regular basis (see 4.3.3 a) to ensure they are secure, lubricated and functional at all time. Fencing is primarily page wire style although galvanized

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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chain link and wooden paddle rail is also used in selected locations. Painting and staining of all assets will be required at least once during the Term of this Contract.

- h) The recreational pathways network contains a variety of signage, including regulatory, directional, interpretive, identification and trail markers. Signage along the recreational pathways must be inspected on a regular basis (see 4.3.3 a) for vandalism, visibility, and encroaching vegetation. Signage must be cleaned as required and at least once each spring before May 31<sup>st</sup>. Vegetation must be trimmed back as part of regular mowing/vegetative control operations throughout the growing season. The NCC is responsible for the fabrication and supply of all signage.

The Contractor shall:

- replace missing, damaged or faded signs (*except Federal Identity Signage (FIP)*) All signage will be provided by the NCC;
- reset and reattach signs that are uneven or askew including replacement of rusted fasteners and hardware;
- wipe signs clean each spring and as needed with water and detergent; and
- Cut back obstructing vegetation to improve visibility.

### 4.3.3.1 Greenbelt Pathway Special Requirements for stonedust surfaces

- a) All pathway surfaces on the Greenbelt Pathway East and West are compacted stone dust with a standard width of 3.0 metres plus a maximum 1.5 m mowed strip on either side of the pathway where there is existing turf.
- b) In order to maintain the standard trail width (3 meters) free of overgrowth, vegetation, depressions, rutting, potholes, washouts and erosion, all compacted stone dust pathway surfaces must be mechanically graded, “top-dressed” with stone dust and compacted before May 20<sup>th</sup> each Year of this Contract (*should half-load restrictions be in effect, the date will be extended until such time as the restrictions have been lifted*). Thereafter and until November 15<sup>th</sup> of each Year of the Contract, the pathway surfaces will be maintained to smooth out imperfections.

### 4.3.3.2 Watts Creek Pathway Special Requirements for paved surfaces

- a) The Watts Creek Pathway is paved asphalt surface with a standard width of 3.0 metres plus a maximum 1.5 m mowed strip on either side of the pathway where there is existing turf.
- b) All asphalt surfaces must be swept clean of debris prior to May 15<sup>th</sup> each Year of this Contract. Thereafter and until November 15<sup>th</sup> of each Year of the Contract, the pathway surface will be maintained to correct imperfections including but not limited to debris, potholes, sinkholes, erosion, depressions, uneven and cracking surfaces.

### 4.3.4 Mandatory Operational Requirements

The maximum vehicle speed on the pathways is 20 km/hr. Contractor’s vehicles must engage the 4-way emergency flashers, and dome lights (if equipped) while travelling on

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the pathways; operators will reduce speed and sound the horn as they enter any bend in the pathway that interferes with visibility of oncoming traffic. Contractor's vehicles must yield to pedestrian and cycling traffic at all times, regardless of the circumstances.

### 4.4 Boardwalks and Footbridges

#### 4.4.1 Description

There are approximately 4,000 linear metres of boardwalks and Footbridges located on the trail and pathway network in the Greenbelt Portfolio.

#### 4.4.2 Objectives

These structures are intended to facilitate access over difficult terrain and prevent pathway and trail users from damaging the surrounding landscape in an attempt to circumvent an impassable area. .

#### 4.4.3 Requirements

- a) At regular intervals, once per month from April to December, the Contractor must inspect these structures and must repair or replace as required any wood component to ensure a smooth, level surface free of defects. Loose, warped, sagging or split boards must be repaired or replaced.
- b) Graffiti must be removed by the Contractor.
- c) Protruding nail and screw heads must be reset flush with the walking surface by the Contractor.
- d) In all cases where a deficiency requires action by the Contractor, treating the deficiency or the Surface discontinuity 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 or Surface discontinuity by preventing access to the area.
- e) Handrails (where they exist) must be inspected regularly (see 4.4.3 a) and repaired or replaced as needed to eliminate jagged edges or splinters. Unless otherwise indicated by the NCC, wood components must be replaced with the same material and dimensions.
- f) No pressure treated wood will be used on any boardwalk, walkway or Footbridge. The material of choice must be construction grade, rough sawn eastern white cedar. Hemlock must be used where "sleepers" and "runners" are in frequent contact with wet soil conditions. No other wood additives or preservatives shall be used without prior written NCC approval.
- g) The NCC will specify decking material for the 6 engineered Footbridges with box-beam steel railings located on the recreational pathways. The travel surface on these bridges is 2.5 metres in width. Those six Footbridges are located as follows:
  - 3 on the Watts Creek Pathway;

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- 2 on Greenbelt Pathway West (Bruce Pit pond and Merivale Road to Woodroffe Ave. section);
- 1 on Greenbelt Pathway East immediately north of Hornet’s Nest Park.

These Footbridges can accommodate service vehicles up to 1 ton in weight.

- h) All wood walking surfaces must be kept clear of debris including encroaching vegetation by the Contractor. The Contractor must also remove or cut back vegetation up to 1.0 metre on each side of the walking surface. Canopy height for overhead tree limbs, shrubs and vines must be maintained at 2.5 metres. Vegetative debris must be scattered, but not piled, onto the adjacent forest floor to decompose naturally.
- i) Wherever possible, the wood walking surface must be sloped where it meets with the natural trail or pathway surface to permit a safe transition from one surface to the next.
- j) All refuse visible from the edge of the boardwalk or Footbridge must be picked up and removed by the Contractor.

### 4.5 Trailhead Parking Lots

#### 4.5.1 Surface Maintenance

##### 4.5.1.1 Description

All parking lots have a granular surface. The total surface area is approximately 45,000 m<sup>2</sup>.

- a) There are a total of 26 parking lots located in the Greenbelt.:
  - P1 – Shirley’s Bay – Rifle Road
  - P2 – Shirley’s Bay – Carling Avenue
  - P3 – Shirley’s Bay – Corkstown Road
  - P4 – Shirley’s Bay – Timm Road
  - P5 – Stony Swamp – Old Quarry Trail (Eagleson Road)
  - P6 – Stony Swamp – Richmond Road
  - P7 – Stony Swamp – Richmond Road
  - P8 – Stony Swamp – Moodie Drive
  - P9 – Stony Swamp – Moodie Drive
  - P10 – Stony Swamp – Moodie Drive
  - P11– Stony Swamp – West Hunt Club
  - P15 – Pinhey Forest – Slack Road
  - P18 – Pine Grove – Davidson Road
  - P19 – Pine Grove – Leitrim Road
  - P20 – Mer Bleue - Anderson Road
  - P21 – Mer Bleue - Ridge Road
  - P22 – Mer Bleue – Ridge Road
  - P23 – Mer Bleue - Dolman Ridge
  - P24 – Carlsbad Spring – Russel Road

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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- b) The City of Ottawa provides certain services. There are no surface, signage or waste maintenance operations required at the following parking lots:
- P25 – Hornet’s Nest Park
  - P26 – Green’s Creek Toboggan Hill
  - P17 – Conroy Pit
  - P12 – Bruce Pit
- c) The City of Ottawa provides certain services. There are no surface maintenance operations required at the following parking lots:
- P12 – Bruce Pit
  - P13 – Bell High School
  - P14 – Nepean Sportsplex
  - P16 – Capital Golf Course
  - P17 – Conroy Pit

### 4.5.1.2 Requirements

- a) The Contractor must grade all parking lots in April once ground frost has disappeared and the surface is sufficiently dry and thereafter on a monthly basis from May 15th to November 15th.
- b) The Contractor must inspect all trailhead parking lots once per month at regular intervals and repair as needed potholes and eroded edges. The NCC must be advised of any apparent deterioration or slumping, drainage and erosion problems, washouts or other exceptional damage that is considered beyond normal, Preventive Maintenance.
- c) The Contractor must inspect regularly (see 4.5.1.2 b) and clean as required, all culverts under the access road into the parking lot.
- d) The Contractor must maintain a minimum 1.5 metre mowed perimeter to a 15 cm cutting height around all trailhead parking lots from May to October inclusive.
- e) Thirty (30) tonnes of crushed stone (size to be determined by CMO) will be added on a yearly basis to parking lots in need of more material as directed by CMO.
- f) The paddle rail fence must be inspected regularly (see 4.5.1.2 b) and repair as needed. NCC to supply paddle rail.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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### 4.5.2 Waste Collection

#### 4.5.2.1 Description

There are approximately thirty (30) “Hid-a-bag®” weather-proof waste containers installed at parking lots and trailheads.

#### 4.5.2.2 Requirements

- a) The Contractor must empty the containers on a weekly basis or when the container bag is at least at 50% capacity. The Contractor must supply all bags (3 mm minimum 42" x 48" size). Bags are not to be reused.
- b) Waste collection done by the Contractor includes:
  - all waste containers at parking lots, trailheads and on trails and pathways;
  - all seasonal 45 gal. drum containers with weather-proof lids;
  - refuse and debris on the ground within the limits of the parking lot;
  - refuse and debris up to 10 metres outward from the edge of the paddle rail fence that defines the limits of the parking lots;
  - refuse and debris on the travelled surface and refuse and debris visible from the edge of trails, pathways and forest access roads;
  - refuse and debris on the travelled surface and visible from the edge of all boardwalks, walkways and Footbridges;
  - illegal dumping that does not require specialized or motorized equipment.
- c) The Contractor must remove all posted notices, posters, and other foreign objects attached to any asset including, but not limited to, fence posts and rails, waste containers, bulletin boards, sign panel boards, outdoor toilets, benches and picnic tables.
- d) All waste collected from Greenbelt lands must be transported to an authorized landfill site; the Contractor is responsible for all haulage and tipping fees. See 3.19
- e) The interior of all waste receptacles must be wiped clean monthly using a disinfectant solution.

### 4.5.3 Snow & Ice Control on Trailhead Parking Lots

The City of Ottawa provides snow plowing operations (no removal or de-icing) at all trailhead parking lots under a long-standing agreement with the NCC. However all pathways leading to outhouses and trailhead pathways must be shovelled, cleared and de-iced as necessary by the Contractor.

The NCC is responsible for the removal of snow once the accumulated volume obstructs public access to the trailheads (including but not limited to bulletin board, trail access, garbage containers, toilets, etc.). The NCC will identify and advise the Contractor of the parking lots and trailheads to be cleared. The Contractor will be responsible for

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transporting the snow to an authorized snow disposal facility. The Contractor will invoice the NCC monthly for all costs associated with the removal and disposal of the snow. Similarly, using the SOA, the NCC will identify and advise the Contractor of the trailheads that require an application of de-icing material. Unless otherwise specified by the NCC, a road grit mixture will be used.

### 4.5.4 Toilets

#### 4.5.4.1 Description

Outdoor “pit” toilets are located at the following trailheads:

- P1 – Shirley’s Bay
- P5 – Old Quarry Trail
- P7 – Sarsaparilla Trail
- P8 – Beaver/Chipmunk Trail
- P9 – Jack Pine Trail
- P15 – Pinhey Forest
- P18 – Pine Grove
- P20 – Anderson Road
- P22 – Mer Bleue
- P23 – Dolman Ridge

#### 4.5.4.2 Requirements

- a) The Contractor must inspect and clean the toilets on a daily basis including:
  - Sweeping the floor;
  - Cleaning, disinfecting and wiping dry the toilet seat, rim and outside surface of the plastic chute;
  - Cleaning and disinfecting the inside surface of the plastic chute;
  - Ensuring that there is an adequate supply of toilet paper and hand sanitizer and replacing them as required. Contractor is responsible for the purchase of toilet paper and hand sanitizer;
  - Removing cobwebs and other litter and debris from the walls and ceiling;
  - Checking for graffiti and other vandalism and breakage and making the necessary repairs to ensure the toilet remains functional at all times;
  - At least twice each month, clean and disinfect floors and wipe clean the translucent windows.
  - Painting and staining of all assets will be required at least once during the Term of this Contract.
  
- b) To control odours, the Contractor must add “Biodor®” or an NCC approved equivalent enzyme product into the holding tank of the toilets. Frequency of applications will vary with weather conditions and use of the toilet. Minimum weekly applications are recommended from May to October inclusive.

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- c) The Contractor must arrange for the holding tanks of all toilets to be emptied twice each Year using the services of a licensed waste service company, prior to May 31st and October 31st during each Year of the Contract. The holding tanks have a 5,000 litre capacity. The NCC will reimburse the Contractor for additional waste removal from the holding tanks during the fiscal year should it be required.

Note : After each pumping of the holding tanks, 900 liters of water must be added to each holding tank.

### 4.5.5 Picnic Areas

#### 4.5.5.1 Description

There are a total of 50 picnic tables installed at selected locations in the Greenbelt.

The officially designated picnic sites are located at:

- P1 – Shirley’s Bay\*
- P5 – Old Quarry
- P7 – Sarsaparilla Trail\*
- P9 – Jack Pine Trail
- P18 – Pine Grove
- P20 – Anderson Road
- P21 – Mer Bleue
- P22 – Mer Bleue boardwalk\*
- P24 – Carlsbad Springs historic site.

\*Picnic shelters are also located at these locations;

#### 4.5.5.2 Requirements

- a) The Contractor will ensure the picnic sites remain accessible to the public from April through October inclusive.

The Contractor must:

- Verify each week during the above mentioned season picnic tables for damages and replace components as required;
- Wipe picnic table surfaces with water and detergent at least once each week;
- Keep turf areas mowed to a height of 15 cm;
- Pick up and dispose of all refuse and debris;
- Clean, reset, and replace signage;
- Repair damaged fencing;
- Prune back any encroaching trees or shrubs.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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- b) The Contractor must sweep the floors, clean cobwebs, bird feces and other debris from ceilings, overhead beams and support beams at the picnic shelters listed above on a weekly basis from April to October inclusive.

Painting and staining of all assets will be required at least once during the Term of this Contract.

### 4.5.6 Maintenance of Other Trailhead Assets

#### 4.5.6.1 Description

Trailhead parking lots typically contain any or all of the following assets not previously noted above:

- Bulletin boards
- Sign panel boards
- Wood “paddle rail” style fencing
- Farm fencing and farm gates
- Wood bar gates
- Steel drop bollards
- Boulders
- 3-sided wood framed interpretive panels (P1 Shirley’s Bay / P9 Jack Pine Trail / P18 Pine Grove / P21 Mer Bleue.)
- 

#### 4.5.6.2 Requirements

- a) The Contractor must clean once per month and as needed the exterior (and interior where applicable) of these assets . This includes, but is not limited to, removal of cobwebs, removing mud, bird feces, graffiti, etc. from all metal, wood, and synthetic surfaces.
- b) Painting and staining of all assets will be required at least once during the Term of this Contract.

## 4.6 Historic/Cultural Sites

### 4.6.1 P24 – Carlsbad Springs Historic Site

#### 4.6.1.1 Description

Located on Russell Road approximately 7 km east of Anderson Road, the site has been designated as an historic site by the Province of Ontario.

Assets to be maintained by the Contractor are:

- Bathhouse
- Small parking lot (granular surface approx. 120 m<sup>2</sup>)
- Picnic area consisting of 2 picnic tables, 2 x 45 gal. garbage bins with weather-proof lid, and 1/3 acre of turf

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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- Approximately 3-metre wooden Footbridge
- 500 metres of natural surface walking trails
- 14 ft. of farm gate
- 40 metres of farm fence
- Bronze plaque
- 2 interpretive signs mounted on steel lecterns

Note: Painting/staining of the bathhouse and Components must be done by the Contractor once during the Term of this Contract.

### 4.6.1.2 Requirements

The Carlsbad historic site is open from May to November inclusive. The Contractor must maintain the site in accordance with the requirements stated for 4.1 to 4.5 inclusive.

## 4.6.2 P10 – Lime Kiln Historic Site

### 4.6.2.1 Description

The parking lot is located on Moodie Drive 2 km south of West Hunt Club Road. Assets to be maintained by the Contractor are:

- 1 km natural surface interpretive trail
- 1 km gravel surface access road (from Richmond Road east into the site)
- 4 interpretive panels
- Interpretive panels – Lime Kiln Fire
- Bulletin board
- Sign panel
- Weather-proof waste receptacle
- 150 m<sup>2</sup> gravel surface parking lot
- 70 linear metres of wood Footbridge and boardwalk
- Wood paddle rail fence
- Stone ruins (vegetation control 2 metres around the heritage ruins, civil Maintenance of steel grates and removal of any debris visible on site)

### 4.6.2.2 Requirements

The Contractor will maintain these assets in accordance with the requirements stated for 4.1 to 4.5 inclusive.

## 4.7 Natural Lands

### 4.7.1 Description

The expanding urban development around the Greenbelt has led to increased pressure from residents to gain convenient access to the Greenbelt.

Natural and undeveloped lands have no direct relationship to the designated trails, trailheads, recreational pathways and other operational items covered in

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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this Contract but nonetheless require Maintenance services by the Contractor to preserve their environmental integrity and address boundary management and other land management issues involving.

Operational requirements in natural lands will generally be in response to observations by the Contractor, NCC, Conservation Officers, officials from associated federal, provincial or municipal agencies and NGOs, community groups and the public at large.

### 4.7.2 Requirements

These Maintenance services from the Contractor are but not limited to:

- Illegal dumping (refer to upset limit listed in section 3.14);
- Encroachment, trespassing, accidents and vandalism (refer to upset limit in section 3.14);
- All culverts, swales and drainage ditches must be kept clear of debris during non-winter months to ensure free flow of surface water run-off. This is of particular importance before winter to avoid spring run-off problems and during summer when heavy rains can provoke serious damage. Organic material removed from ditches or culverts must be disposed of evenly in the surrounding forest;
- Replace missing, damaged or faded signs (except Federal Identity Signage (FIP). All signage will be provided by the NCC. Reattach signs that are uneven or askew including Replacement of Consumables. Cut back or thin out vegetation that obstructs the signage;
- nuisance wildlife (see 4.7.2.1 and 3.21);
- During the term of the contract, the Contractor will be responsible for the removal of a maximum of four hundred (400) dead or dying trees within the boundaries of this Contract. See 4.7.2.2;
- Safety and clearance Pruning as per 4.7.2.3;
- Gates, bollards and fencing must be inspected on a regular basis (once a month) and repaired as needed to ensure they are secure and functional. Fencing is primarily page wire and galvanized chain link. Replace and repair all damaged fence wires, steel posts and missing or broken gate hardware. Remove once Yearly any encroaching vegetation from fences and gates.

#### 4.7.2.1 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.

##### **Non-desirable Vegetation**

- 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.
- Consult with the CMO to select the appropriate control method and optimum time of application as per recommendations of the Ministry of Agriculture.

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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- 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.
- Write all pertinent information on the pesticide application record and keep the NCC informed (see 6.1.14 and Appendix 6-H).
- All dried plant material to be cut and the surroundings kept clean.

### **Nests/Small Animals**

- Remove all bee, wasp and hornet nests posing a risk to the public. Remove all bird nests on lighting fixtures and Components.
- Capture and remove any small animals (groundhogs) causing property damage (see 3.21).
- 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.

#### **4.7.2.2 Tree Removal Following NCC Approval**

During the term of the contract, the Contractor will be responsible for the removal of a maximum of four hundred (400) dead or dying trees on natural lands within the 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 immediate danger to persons or property must be secured immediately and removed within 24 hours.

#### **4.7.2.3 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

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## SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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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).

**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.

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## SECTION 5 – OTHER SERVICES

### 5.0 Introduction

This section outlines all the Other Services 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 NCC Contact Centre (613-239-5000) for more specific information or directed to the CMO.

### 5.1 Visitor Information and Orientation

The Contractor shall ensure that:

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

### 5.2 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 NCC lands by reporting non compatible land use, encroachments and infractions on Lands managed by the NCC (liaise with Conservation Officers and/or CMO; prepare and submit occurrence report – see Appendix 6-F);
- Report in writing to NCC (within 24 hours of occurrence) any incidence of non-compliance by third parties who have been granted use of the Lands by NCC. Intervene immediately and inform third parties when their actions pose a danger;
- Abide by NCC land management plans, principles, policies and regulations by respecting NCC land use, design and environmental assessment;
- Provide sound Maintenance practices to ensure the continued preservation of natural 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 Applicable Laws.

## 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 reporting unit 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 28<sup>th</sup> each Year for the next fiscal year except for the first Year which should be part of this Invitation to Tender (ITT). 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 reporting unit, maintenance activity, is to be submitted by May 31<sup>st</sup> 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 31<sup>st</sup> 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 15<sup>th</sup> 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.

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## 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 1<sup>st</sup>, June 1<sup>st</sup>, August 1<sup>st</sup>, October 1<sup>st</sup>, December 1<sup>st</sup> and February 1<sup>st</sup> of each Contract Year) (see 2.15.24).

### 6.1.5 Health and Safety Plan

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

### 6.1.6 Asset Inventory (see Appendix 6-D)

The Asset Inventory Report is completed in Year 2 of the Term 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 1<sup>st</sup> and reported October 23, 2020 – see 3.4.3.1);
- Ensuring the Contract sign-off at the end of the Contract.

### 6.1.7 Annual Capital Work Assessment Report

The Capital Work assessment report identifying all Capital Projects requirements for the fiscal year is to be provided once Yearly by September 1<sup>st</sup> 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 Weekly Report on work accomplished (See 3.5.1,3)

The Contractor will also submit a Task Completion Report of the work completed the week before. (The Task Completion Report will be submitted weekly from April to November inclusive and every two weeks from December through March).

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## **SECTION 6 – REPORTING**

### **6.1.9 Key Activity Schedule (see Appendix 6-E)**

The Key Activity Schedule is an operational work tool that captures the important requirements of this Contract (key activities and their locations as well as all preventative maintenance activities) and the deadline for completing each activity. The Contractor and NCC shall both actively participate in the preparation of the Key Activity Schedule. Once agreed upon by both parties, the Contractor shall then be required to complete all activities before the deadline indicated in the Key Activity Schedule. The Key Activity Schedule is not intended to replace any or all of the contractual requirements of this 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/Theft and Illegal Dumping Report on Occurrence Report (as needed) (see Appendix 6-F)**

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

### **6.1.13 Third Party Damage on Occurrence Report (as needed) (see Appendix 6-F)**

All third party damages with cost estimates shall be recorded on an occurrence report and digital photographs of the damages shall accompany the report when returned to the NCC (see 3.15).

### **6.1.14 Pesticide Application Record (see Appendix 6-H)**

The Contractor is to obtain prior approval from the NCC before commencing any spraying activity (see 3.18). The pesticide application record is to be filled out by the

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## SECTION 6 – REPORTING

Contractor any time pesticides or herbicides are sprayed or used on any Lands included in this Contract. The Contractor shall deliver the completed form no later than 24 hours after the said spraying occurred.

### 6.1.15 Security Clearance

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

### 6.1.16 Keep a Daily Log Book (see 3.5.1.1)

The Contractor shall ensure that all sites included in this Contract are verified by the Supervisor or by any other Contractor's staff at least once daily (weekdays, weekends and holidays) for the duration of the Term (with the exception of trail system, forestry roads, pathways, the verification will be done once a week and after each storm ). In order to document the verification, the Contractor must maintain a daily log book that specifies date, location, time, findings and actions taken.

### 6.1.17 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)
- Missing or stolen property
- Monitoring (see 3.5)
- Animal carcasses reports (see 3.21)
- Landscape deficiencies reports
- All Surfaces reports (asphalt, concrete/masonry, gravel/granular/stone/natural, wood)
- Drainage System reports (General, catch basins, manholes, culverts, ditch drainage channels)
- Plumbing Systems reports (outdoor faucets etc.)
- Flood control report (3.20)
- Regulatory, FIP and Information Signage Reports
- Permanent graffiti report
- Painting and staining report
- Lands uses, events reports (see section 5)

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

**SECTION 6 – REPORTING**  
**APPENDIX 6-A**  
**ANNUAL FIXED FEE PAYMENT SCHEDULE**

Contract: Greenbelt

Year: \_\_\_\_\_

<b>Reporting unit</b>	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total
Hiking and Ski Trails													
Forest Access Road													
Recreational Pathways													
Boardwalks/Footbridges													
Trailheads/Parking Lots													
Historic/Cultural Sites													
Natural Lands													
Liability for Damage to assets as per item 3.14.3													
Tree removals per item 4.7.2.2													
<b>Subtotal</b>													
<b>13% HST</b>													
<b>Grand Total</b>													

**SECTION 6 – REPORTING**

Note: See appendix 6-B for definitions of reporting unit.

**SECTION 6 – REPORTING**

**APPENDIX 6-B**

**ANNUAL EXPENDITURE REPORT (Review engagement)**

**YEAR ENDING MARCH 31 \_\_\_\_\_**

**Contract: Greenbelt**

<b>Reporting Unit</b>	<b>Landscape</b>	<b>Civil</b>	<b>Waste</b>	<b>SNIC</b>	<b>Total</b>
Hiking and Ski Trails					
Forest Access Road					
Recreational Pathways					
Boardwalks/Footbridges					
Trailheads/Parking Lots					
Historic/Cultural Sites					
Natural Lands.					
<i>Subtotal</i>					
<i>HST</i>					
<i>Grand Total</i>					

Note: See appendix 6-B for definitions of Reporting units and maintenance activities.

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## SECTION 6 – REPORTING

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

#### Definitions for Maintenance Activities,

The following definitions are provided to assist the Contractor in distributing the expenses for the Maintenance activities requirements.

#### **Landscape operations**

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

#### **Civil operations**

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

#### Others means:

- *Major fixed 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, Footbridges, 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//Cleaning**

means all Maintenance activities related to garbage pick-up (ground), garbage removal (baskets), 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)**

**The following definitions are provided to assist the Contractor in distributing the expenses for the Reporting Units.**

Note: Please consult the attached Greenbelt Map indexes for locations and other asset information.

**Hiking and Ski Trails:** (approx. 175 km) Located within all sectors of the Greenbelt. All surfaces are natural, gravel and stonedust.

**Greenbelt Pathway** (approximately 15 km). All surfaces on the Greenbelt Recreational Pathway are compacted stone dust.

**Forest Access Roads:** (approx. 25 km) Located within all sectors of the Greenbelt.

**Recreational Pathways:** (approx. 35 km) are located in proximity of the Ottawa River. Surface are paved/asphalt.

**Boardwalks/Footbridges** (approx.. 4000 linear meters) are located on the hiking trails and recreational pathways network to facilitate access over wet areas and water courses. All travel surfaces are wood construction. There are 6 footbridges.

**Trailheads and Parkings Lots:** (total of 26) located in each sector of the Greenbelt from Shirley's Bay to Mer Bleue.

**Historic/Cultural Sites in the Greenbelt:** Lime Kiln in Stony Swamp sector and Carlsbad Springs bathhouse in Eastern Farm Sector.

**SECTION 6 – REPORTING**

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

**Contract: Greenbelt**

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

**SECTION 6 – REPORTING**

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

Contract: Greenbelt

Asset	Allocation	Beginning of contract	23 Oct. 2019	End of Contract
Bench	41			
Picnic table	50			
Waste receptacle (permanent)	36			
Waste receptacle (45 gal. drum)	6			
Capital pathway signage	133			
Bulletin board - trailheads	27			
Wayfinding signage	142			
Interpretive panels	92			
Outdoor pit toilet	20			
Picnic shelters	4			
Boardwalks	4000 m			
Wooden “paddle rail” fence	85 m			
Hiking/ski trails	175 km			
Recreational pathways	35 km			
Footbridges	6			
Trailhead parking lots	26			

Notes

- 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)**

**(Sample)**

<b>Date required</b>	<b>Activities</b>	<b>Location</b>	<b>Date Completed</b>	<b>Comments</b>
April 1-30	<ul style="list-style-type: none"> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Spring clean-up plan completed</li> <li>▪ Fence repair</li> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ All sites</li> <li>▪ All sites</li> <li>▪ All sites</li> </ul>		
May 1-31	<ul style="list-style-type: none"> <li>▪ Parking lot grading</li> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Empty toilet holding tanks</li> <li>▪ Vegetation control along trails &amp; pathways</li> </ul>	<ul style="list-style-type: none"> <li>▪ All sites</li> <li>▪ All sites</li> <li>▪ All sites</li> <li>▪ All trails &amp; pathways</li> </ul>		
June 1-30	<ul style="list-style-type: none"> <li>▪ Mowing operations</li> <li>▪ Preventive Maintenance plan report</li> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Daily toilet cleaning</li> <li>▪ Boundary management</li> </ul>	<ul style="list-style-type: none"> <li>▪ All areas</li> <li>▪ TBD</li> </ul>		
July 1-31	<ul style="list-style-type: none"> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Daily toilet cleaning</li> <li>▪ Asset repair/inspection completed</li> <li>▪ Mowing operations</li> <li>▪ Sign cleaning</li> </ul>	<ul style="list-style-type: none"> <li>▪ Where required</li> <li>▪ All sites</li> <li>▪ Where required</li> </ul>		
August 1-31	<ul style="list-style-type: none"> <li>▪ Fence repairs</li> <li>▪ Litter pick-up</li> <li>▪ Mowing operations</li> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Daily toilet cleaning</li> </ul>	<ul style="list-style-type: none"> <li>▪ All sites</li> <li>▪ All sites</li> </ul>		
September 1-30	<ul style="list-style-type: none"> <li>▪ Fence repairs</li> <li>▪ Litter pick-up</li> <li>▪ Mowing operations</li> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Daily toilet cleaning</li> </ul>	<ul style="list-style-type: none"> <li>▪ All sites</li> <li>▪ All sites</li> </ul>		
October 1-31	<ul style="list-style-type: none"> <li>▪ Final mowing</li> <li>▪ Litter pick-up</li> <li>▪ Mowing operations</li> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Daily toilet cleaning</li> </ul>	<ul style="list-style-type: none"> <li>▪ All sites</li> </ul>		
November 1-30	<ul style="list-style-type: none"> <li>▪ Daily litter pick-up &amp; disposal</li> <li>▪ Daily toilet cleaning</li> <li>▪ Asset inspections</li> </ul>	<ul style="list-style-type: none"> <li>▪ All sites</li> <li>▪ All sites</li> <li>▪ All sites</li> </ul>		
December 1-31	<ul style="list-style-type: none"> <li>▪ Litter pick-up</li> <li>▪ Ski trail Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▪ All pathways</li> <li>▪ All sites</li> </ul>		

**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 <sup>o</sup> . de fournisseur
--

<b>UNSATISFACTORY PERFORMANCE REPORT RAPPORT DE RENDEMENT INSATISFAISANT</b>
--

Date of report / Date du rapport :
------------------------------------

Project Officer / Agent de projet :	Contract no. / N <sup>o</sup> . 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     No

Location of property sprayed:

Plant material treated	Treated for	Type of pesticide(s)	Rate/litre	Application rate/ hectare or 100 trees

Type of machine or equipment	Wind			Temperature summary	Time of treatment  _____ A.M  _____ P.M
	Direction	Velocity	Temp.		

Comments:

Equipment worn by exterminator:

Signature of exterminator:	Date:	Name of operator:	Date:
License number:	License class:	License number:	License class:

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

### 7.0 General Instructions to Bidders

This section of the Invitation to Tender (ITT) provides information to Bidders and identifies documents that must be submitted.

ADDRESS ENQUIRIES IN WRITING TO: Allan Lapensée, Senior Contract Officer, email [allan.lapensee@ncc-ccn.ca](mailto:allan.lapensee@ncc-ccn.ca)

Enquiries regarding this ITT 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: December 19, 2017

BID CLOSING DATE: February 13, 2018 at 3:00 p.m. EST

SEND TENDERS TO:  
National Capital Commission  
Procurement Services  
40 Elgin Street, Security office on the 2nd floor  
Ottawa, ON K1P 1C7  
Refer to NCC tender file # AL1715

### 7.1 Site Tour (non-mandatory)

Bidders are invited to attend at their own expense, a tour of selected Greenbelt sites. The site visit will begin at 10am EST sharp, on January 16, 2018 at the trailhead parking area (P21) located at the corner of Anderson and Ridge, Ottawa, Ontario.

<https://goo.gl/maps/Ebxn7VHtGVG2>

Bidders are asked to confirm their attendance no later than January 15, 2018, by e-mail at [allan.lapensee@ncc-ccn.ca](mailto:allan.lapensee@ncc-ccn.ca). Bidders are advised to be on time. The site visit will consist of an overview tour of selected sites.

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

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

### 7.2 Identification and Delivery of Tender

Each Tender shall consist of the following:

- a) Mandatory Bid Security (see 7.6);
- b) One (1) original of the **signed** Fee tender and Contract Percentage Breakdown (Appendix 7-A);
- c) The Annual Fixed Fee Payment Schedule for the first Year of the Contract (Appendix 6-A); and
- d) The **signed** Hourly Rate/Unit Price for Maintenance Services (Appendix 2-A).

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

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

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

Facsimile or electronically transmitted Tenders will be treated as non-responsive and will receive no further consideration. However, where a formal Tender 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 tender 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 Tender.

### 7.3 Joint Venture Submissions

The NCC will accept Tenders from joint venture entities. Note that all Tenders, schedules, forms etc. that are submitted to the NCC by a joint venture as part of their response to this ITT must be signed by an authorized representative of each of the firms comprising the joint venture. Each Tender 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 Tender must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under this ITT as well as any contract awarded as a result of the ITT Note that if the successful Bidder is a joint venture, the signed joint venture agreement must be presented prior to contract award.

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

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/Cleaning Operations) amongst themselves and operate independently shall not be accepted in this ITT and shall be considered as non-responsive and receive no further consideration.

## 7.4 Currency

All fees, hourly rates/unit prices and taxes shall be submitted in Canadian Dollars.

## 7.5 Signing Procedures for the Tender

The form identified as Appendix 7-A entitled “Fee Tender” shall be properly completed and signed in full compliance with the requirements indicated herein:

- 7.5.1 The signature of person(s) submitting a Tender shall be in their respective handwriting.
- 7.5.2 Corporation: If this Tender is made by a corporation, the full name of the company shall be accurately PRINTED in the space provided for that purpose (name of Tenderer), the form shall be signed by the duly authorized representatives of the company.
- 7.5.3 Partnership: If this Tender 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 Bidder) and the names of all partners shall be PRINTED immediately under their respective signatures.
- 7.5.4 Sole Proprietorship: If this Tender 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 Bidder). In the event that the sole proprietor carries on business in his/her own name, he/she shall merely PRINT his/her name where indicated.
- 7.5.5 Joint Venture: If this Tender 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 Bidder) and the form shall be signed by the duly authorized representatives of the joint venture corporation. If this Tender 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 Bidder) and the names of all partners shall be PRINTED immediately under their respective signatures. If this Tender 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.
- 7.5.6 Unsigned Appendix 7-A forms received with Tenders shall render the Tender non-responsive and it shall receive no further consideration.

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

- 7.5.7** The lump sum price boxes in appendix 7-A **MUST** be inserted with an all-inclusive amount in Canadian dollars excluding taxes and must be representative of all of the costs associated for each item. The lump sum price boxes inserted with “not applicable or n/a”, “nil”, “no value”, “no charge”, “\$0” or left blank will not be accepted, and, your Fee Tender will be deemed non-compliant and disqualified.

### 7.6 Mandatory Bid Security Requirements

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

#### 7.6.2 Acceptable Forms of Bid Security

The following link to Treasury Board’s website provides a list of insurance companies whose bonds may be accepted as security by the government.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027&section=text#L>

**Please use form inserted in Appendix 7-B.**

- 7.6.2.1** 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 representing 10% of the 1<sup>st</sup> year of Contract total value (including taxes) or;
- 7.6.2.2** 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 representing 10% of the 1<sup>st</sup> year of Contract total value (including taxes) or;
- 7.6.2.3** A bid bond from a company acceptable to the NCC (see 7.6.2 and Appendix 7-B) and in terms satisfactory to the NCC for the sum representing 10% of the 1<sup>st</sup> year of Contract total value (including taxes) or;
- 7.6.2.4** Bonds of the Government of Canada unconditionally guaranteed as to principal and interest by the Government of Canada and having a par value representing 10% of the 1<sup>st</sup> year of Contract total value (including taxes), 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 Bidder upon request. Coupons which matured prior to submitting a Tender are to be detached by the Bidder.

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

- 7.6.3** The bid security shall remain in place for 90 working days after the closing date and time of the ITT, until Contract award or until notification by the NCC that a Bidder is unsuccessful, whichever date is later. The NCC reserves the right to request extensions for additional 60 day periods as required.
- 7.6.4** The bid security shall be forfeited if the Bidder withdraws or amends all or any part or parts of its Tender at any time after the specified ITT 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.
- 7.6.5** Bid security in the form of, letters of credit, certified cheques or Bonds of the Government of Canada, of the unsuccessful Bidders or, if no Bidders are accepted, of all Bidders, will be returned.
- 7.6.6** The bid security of the Successful Bidder will be returned once the successful Bidder has entered into a Contract with the NCC and provided the requested performance security.

### 7.7 Basis of Award

Subject to 7.8.1 the Bidder whose Tender meets the mandatory requirements specified in 7.6 above and who has submitted the lowest Grand Total including taxes for the two (2) year Term shall be deemed the successful Bidder. The Grand Total including taxes for the two (2) year Term shall be the grand total amount quoted by the Bidder in Row Item 12 of column C of Appendix 7-A.

### 7.8 Acceptance of Tender

- 7.8.1** The NCC reserves the right to not accept any of the Tenders submitted, to cancel the Invitation to tender and/or to reissue the Invitation to Tender in its original or revised form.
- 7.8.1.1** The NCC reserves the right to negotiate with the successful Bidder and/or any/all Bidders.
- 7.8.1.2** The NCC reserves the right to visit the Bidder's head office and facilities prior to awarding the Contract.
- 7.8.2** Without limiting the generality of 7.8.1, the NCC may reject any Bid, based on an unfavourable assessment as to:
- 7.8.2.1** The adequacy of the proposed price to carry out the work;
- 7.8.2.2** 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.
- 7.8.3** In assessing the Bidder's performance on other Contracts pursuant to 7.8.2.2, the NCC may consider, but shall not be limited to, such matters as:
- 7.8.3.1** The efficiency and workmanship of the Bidder in performing the work;  
and

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

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

7.8.3.3 Vendor Performance Background:

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

- a) The Bidder 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 Bidder 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 Bidder, 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 Bidder, any of its employees or any subcontractor included as part of its bid; or
  - 4) The Bidder’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

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## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the rejection of the proposal.

### 7.9 Conditions of Contract Award

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

#### 7.9.1 Joint Venture Agreement

If the successful Bidder is a joint venture, the signed joint venture agreement must be presented (see 7.3 of this ITT).

#### 7.9.2 INTENTIONALLY DELETED

#### 7.9.3 Performance Security

The successful Bidder shall provide performance security in accordance with the requirements specified in 2.11 of this ITT.

#### 7.9.4 Proof of Insurance

The successful Bidder shall provide proof of insurance in accordance with the requirements specified in 2.10.7 of this ITT.

#### 7.9.5 Supplier – Direct Payment

The Bidder shall complete and submit to the NCC the Direct Payment 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*.

#### 7.9.6 CSST or WSIB Certificate

The successful Bidder 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 ITT).

#### 7.9.7 Security Representative

The successful Bidder shall provide the name of his/her security representative (see 2.15.15 of this ITT).

#### 7.9.8 Health and Safety Plan

The successful Bidder shall provide his/her health and safety plan (see 2.15.24.1.5 of this ITT).

---

## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

### 7.10 Additional Terms and Conditions of the ITT

#### 7.10.1 Ownership of ITT Documents

**7.10.1.1** 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.

**7.10.1.2** 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.

**7.10.1.3** 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.

**7.10.1.4** The NCC shall have unrestricted access to all documents and records provided to the Contractor during the Term of the Contract.

#### 7.10.2 Access to Information

Tenders shall be held in strict confidence. However, Bidders 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 Bidder, unless there is an order made pursuant to the *Act*. However, the Bidder consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.

#### 7.10.3 Limitations & Cautions

**7.10.3.1** Tenders shall be irrevocable and remain unchanged in all aspects, including price, during the period of time between the closing date of this ITT and the identification of the successful Bidder unless expressly agreed to by both the NCC and the Bidder.

**7.10.3.2** The NCC reserves the right to request clarification from the Bidder for a mandatory requirement submitted in response to the ITT 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 ITT by reference but shall

## SECTION 7 – PROCESS FOR SUBMITTING A TENDER

be resubmitted with the Tender nor shall the NCC accept additional information after the closing date of the ITT.

- 7.10.3.3** Nothing, including but not limited to, this ITT or the Bidder'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 Bidders, unless and until the ITT has received all requisite external approvals and has been executed by the NCC and the Bidder.
- 7.10.3.4** The NCC shall not be obligated to reimburse or compensate any Bidder, its subcontractors or manufacturers for any costs incurred in connection with the preparation of a response to this Invitation to Tender. All copies of Tenders submitted in response to this Invitation to tender shall become the property of the NCC and shall not be returned.
- 7.10.3.5** 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 TENDER**

**APPENDIX 7-A — FEE TENDER (in Canadian Dollars)**

- The all-inclusive lump sum price for each (line item) shall include general and special requirements.
- Form must be completed in its entirety, signed and submitted.

		<b>Column A</b>	<b>Column B</b>	<b>Column C = A + B</b>
<b>Row #</b>	<b>Description</b>	<b>Fixed Fee for Year 1</b> All-inclusive lump sum price (excl. taxes)	<b>Fixed Fee for Year 2</b> All-inclusive lump sum price (excl. taxes)	<b>Two (2) year totals</b>
1	Hiking and Ski Trails			
2	Forest Access Road			
3	Recreational Pathways			
4	Boardwalks/Footbridges			
5	Trailheads/Parking lots			
6	Historic/Cultural Sites			
7	Natural Lands			
8	Liability for Damage to assets as per item 3.14.3	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
9	Tree removals per item 4.7.2.2			
10	<b>Sub-total (sum of row 1 to 9 amounts)</b>			
11	<b>13% Ontario HST (13% of row 10 amount)</b>			
12	<b>GRAND TOTAL (sum of rows 10 &amp; 11)</b>			

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

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

I/We hereby offer to provide the goods and services in a careful and workmanlike manner described in the NCC tender file no. AL1715 for the Fixed Fees of the Contract including all applicable taxes. I/We undertake to enter into a Contract, incorporating all Terms and Conditions of the Invitation to Tender, for the execution of the goods and services if notified by the NCC of the acceptance of the Tender.

**SIGNATURE**

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Bidder/Position and Date

I have authority to bind the corporation (for corporate Bidder)

\_\_\_\_\_  
Signature of Witness

**Note:** The Bidder 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.

Contact Person for the Contract: \_\_\_\_\_

Business telephone: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

**SECTION 7 – PROCESS FOR SUBMITTING A TENDER**

**APPENDIX 7-B – BID BOND**

					
<b>BID BOND FORM</b>					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Bond Number</td> <td style="width: 50%;"></td> </tr> <tr> <td>Amount</td> <td>\$</td> </tr> </table>	Bond Number		Amount	\$
Bond Number					
Amount	\$				
<b>KNOW ALL MEN BY THESE PRESENTS</b> , 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,	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.					
<b>SIGNED AND SEALED</b> this	day of . WHEREAS, the Principal has				
submitted a written tender to the NCC, dated the	day of , ,				
for:	.				
<b>NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION</b> 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"> <li>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</li> <li>2. furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Sub-Total amount of two (2) years excluding taxes and satisfactory to the NCC, or other security acceptable to the NCC; or</li> </ol> <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.					
<b>PROVIDED, HOWEVER</b> , that the Surety and the Principal shall not be liable to the NCC for an amount greater than the amount specified in the bond.					
<b>PROVIDED FURTHER</b> 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.					
<b>IN TESTIMONY WHEREOF</b> , 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.					
<b>SIGNED, SEALED AND DELIVERED in the presence of:</b>					
Principal	Note: Affix Corporate seal if applicable.				
Witness					
Surety					

**SECTION 7 – PROCESS FOR SUBMITTING A TENDER**

**APPENDIX 7-C  
REQUIREMENTS TO BE SUBMITTED  
WITH THE TENDER**

<p><u>Bid Security</u></p>	<p><b>Mandatory</b></p>	<p>Section 7.6</p>
<p><u>Financial Tender</u></p>		
<ul style="list-style-type: none"> <li>▪ Tender</li> </ul>	<p>Mandatory</p>	<p>Appendix 7-A</p>
<ul style="list-style-type: none"> <li>▪ Annual Fixed Fee Payment Schedule</li> </ul>	<p>Mandatory</p>	<p>Appendix 6-A</p>
<ul style="list-style-type: none"> <li>▪ Hourly Rate/Unit Price for Maintenance Services</li> </ul>	<p>Mandatory</p>	<p>Appendix 2-A</p>