

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

NCC-CCN

Greenbelt Lands
Maintenance
Management Services

Request for Proposal

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Annex B – Tender and Contract security

Annex C – Point Rated Technical Criteria

Annex D – Financial Proposal

Annex E – Asset Inventory Table F&E

Annex F - Key Activity Schedule F&E

Annex G – Standing Offer Agreement

Annex H – Security Requirements

Annex I – Insurance certificate

Annex J – Bid bond form

1 GENERAL INFORMATION

1.1 INTENT

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

Ce document est aussi disponible en français.

1.2 SCOPE

This Contract describes the provision of Greenbelt Land Maintenance services. It also includes reporting obligations. The scope of the Contract is determined by all the services required in all its sections and annexes. The Contractor will provide the services required in the Contract, even if the individual tasks are not specifically mentioned or specified, but are required to provide all the services requested.

1.3 SECURITY REQUIREMENTS

Refer to annex H.

1.4 STATEMENT OF WORK

The Greenbelt consists of 20,000 hectares of green spaces, including farms, forests, wetlands and federal institutions. The Greenbelt extends from Shirley's Bay in the west, to Green's Creek in the east. It is a well-recognized landmark of the Capital and is 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 protecting the Greenbelt and ensuring its sustainability for present and future generations.

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.

1.5 CONTRACT DURATION

With this RFP, the NCC will conclude a five-year (5) Contract beginning April 1, 2020 and ending March 31, 2025. At its sole discretion, the NCC may exercise two (2) successive one (1) year options at the same terms and conditions. Each option year will have an inflationary increase of +2.0% from the previous year's fees.

1.6 DEBRIEFINGS

Bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.7 TRADE AGREEMENTS

Applicable trade agreements are listed in the tender solicitation notice on Buyandsell.gc.ca

2 BIDDERS INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS

In Annex C – Point Rated Technical Criteria, a specified maximum number of pages are indicated for each of the sections. This is required to ensure that Proposals are clear and concise. Information that surpasses the specified maximum number of pages provided will not be evaluated.

Page count:

One 8.5" x 11" page - text printed on one side (single sided) = 1 page

One 8.5" x 11" page - text printed on two sides (double sided) = 2 pages

One 11" x 17" page - text printed on one side (single sided) = 2 pages

One 11" x 17" page - text printed on two sides (double sided) = 4 pages

Items that do not factor in the page count:

- Company cover letter
- Tender security
- Personnel CVs, certifications, diplomas, degrees
- Financial Statements
- Technical proposal section separators
- All RFP appendices

The use of binders for technical proposals is discouraged. Binding spirals are preferred to binders.

The evaluation process has four (4) stages:

Stage 1 – verifies that the Proposal meets the mandatory requirements

Stage 2 – evaluates the Proposals that pass stage 1 and attributes point value scores according to the rated requirements specified.

Stage 3 – evaluates the Proposals that pass stage 2 and attributes point value scores according to the rated requirements specified.

Stage 4 – evaluates the financial proposal of Proposals that pass stage 3 and attributes point value scores according to the formulas specified.

Each Proposal shall consist of two (2) separate envelopes: Envelope A and Envelope B

2.2 BID SUBMISSION

BID CLOSING DATE: January 16, 2020 at 3:00 EST

SEND PROPOSALS TO:

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

Refer to NCC tender file # AL1805

All Proposal envelopes received on time will be kept in a secure place from the time of receipt to the time of opening. It is the Bidders responsibility to ensure Proposals and all related documents are received at the specified address prior to the closing date and time. Bidders may request a receipt upon delivery. Proposals arriving after the bid closing date and time will be disqualified and receive no further review.

Facsimile or electronically transmitted Proposals will be treated as non-compliant and will receive no further consideration.

2.3 ENQUIRIES

ADDRESS ENQUIRIES IN WRITING TO: Michael Vanek, email Michael.Vanek@ncc-ccn.ca

Enquiries regarding this RFP must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than ten (10) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether 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.

2.4 GOVERNING LAWS AND FORUM

Any resulting Contract 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 Contract shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

3 BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

ENVELOPE A

Mandatory requirements

- Tender Security. Note: DO NOT seal your Tender Security in the Financial Proposal envelope.
- Company profile
- Financials

AND

Technical proposal

- One (1) original and four (4) duplicate copies of the Technical Proposal which must include all the elements identified in Annex C.

ENVELOPE B

Fee proposal

To be submitted in a separate sealed envelope. It must include:

- One (1) original of the signed Financial Proposal; Annex D- A parts 1, 2, 3, 4 and 5.

The Financial Proposal must be submitted in a separately sealed and clearly marked envelope (do not insert any other document in this envelope). The Fixed Fee and cost breakdowns and any other financial information identified in the said Financial Proposal must not appear in the Technical Proposal or anywhere else in the Proposal.

4 EVALUATION PROCEDURE AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of NCC representatives will evaluate the bids.

4.2 TECHNICAL EVALUATION

4.2.1 Mandatory Technical Criteria

Stage 1: Company profile, Financials and Tender Security

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

| STAGE 1 | REQUIREMENT | VALUE | SECTION |
|-----------------|-------------|-----------|---------|
| Company profile | Mandatory | Pass/fail | 3.3.1 |
| Financials | Mandatory | Pass/fail | 3.3.2 |
| Tender Security | Mandatory | Pass/fail | 3.3.3 |

Pass/fail

4.2.2 Point Rated Technical Criteria (refer to Annex C)

Each technical proposal in compliance with stage 1 will be evaluated and rated according to the criteria.

Stage 2: Company Experience (40 points)

Each technical proposal must attain a minimum of 22 points out of 40 in total for Company Experience to be deemed responsive to the RFP and to further proceed to stage 3 of the evaluation process.

STAGE 2 – Experience

| | | | |
|--------------------|-------|-----------|-------|
| Company experience | Rated | 40 points | 3.4.1 |
|--------------------|-------|-----------|-------|

22 points required to pass and proceed to stage 3 40 points

Stage 3: Operations Plan (60 points)

Each technical proposal must attain a minimum of 42 points out of 60 for Operations Plan to be deemed responsive to the RFP and to further proceed to stage 4 of the evaluation process.

STAGE 3 – Operations Plan

| | | | |
|-----------------------|-------|-----------|-------|
| Summary | Rated | 5 points | 3.5.1 |
| Organizational Charts | Rated | 10 points | 3.5.2 |
| Work Responsibilities | Rated | 10 points | 3.5.3 |
| Work schedules | Rated | 25 points | 3.5.4 |
| Separate work plans | Rated | 10 points | 3.5.5 |

42 points required to pass and proceed to stage 3 60 points

Total of Point Rated Technical Criteria : 100 points

Technical Proposals that do not achieve the minimum required technical score in stage 2 and stage 3 shall be deemed non-responsive and receive no further consideration. In such cases, the Fee Proposal envelopes shall be returned to the Bidder unopened.

4.3 FINANCIAL EVALUATION

Stage 4: Financial Evaluation (refer to Annex D)

The financial proposal envelope of each technical proposal passing stage 1, stage 2 and stage 3 shall be opened and evaluated

Annex D-A-1 : GRAND TOTAL Maximum Score: 40 points

The bid with the lowest evaluated GRAND TOTAL for Annex D-A-1 will receive 40 points. The other bids will be allocated pricing points prorated against the lowest evaluated GRAND TOTAL. For example, if the lowest GRAND TOTAL proposed by a bidder is \$ 100,000 and another bidder’s GRAND TOTAL is \$ 120,000, the \$ 120,000 fee proposal would be awarded 33.3 points ($\$ 100,000 / \$ 120,000 \times 40 \text{ points} = 33.3 \text{ points}$)

Annex D-A-4: Unit Rates Proposal for SOA Maximum Score: 5 points

The bid with the lowest evaluated SUB-TOTAL for Annex D-A-4 will receive 5 points. The other bids will be allocated pricing points prorated against the lowest evaluated SUB-TOTAL for Annex D-A-4. For example, if the lowest evaluated SUB-TOTAL proposed by a bidder is \$ 10,000 and another bidder's evaluated SUB-TOTAL submission is \$ 12,000, the \$ 120,000 fee proposal would be awarded 4.1 points ($\$ 10,000 / \$ 12,000 \times 5 \text{ points} = 4.1 \text{ points}$)

4.4 BASIS OF SELECTION

Highest Combined Rating between Technical Merit (100 points) and Total Evaluated Price (45 points). The bid with the highest combined rating of Technical Merit and Total Evaluated Price will be recommended for award of a contract. In a case of a tie (to 1 decimal place ie. 122.12 vs 122.16), the bid with the lowest Grand Total of Annex 'D-A-1' will be selected.

4.5 NEGOTIATIONS

In the event that the highest ranked bidder exceeds the amount of funding the NCC has allocated for the work (Annex D-A-1 Grand Total only):

- a) by 25% or less, the NCC, at its sole discretion, shall either:
 - i. cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked bidder; or
 - iii. revise the Statement of Work accordingly and negotiate with the highest ranked bidder a corresponding reduction in the tendered price
- b) by more than 25%, the NCC, at its sole discretion, shall either:
 - i. cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked bidder; or
 - iii. revise the Statement of Work accordingly and invite all responsive bidders to re-tender the work, and, subsequently re-rank the bidders as per sections 4.3 and 4.4.
- c) If negotiations or a re-tender are undertaken as is contemplated in item a)(iii) or b)(iii) above, Bidders shall retain the same sub-consultants and suppliers as they carried in their original tenders.
- d) If the NCC elects to negotiate a reduction in the tender price as is contemplated in a)(iii) herein and the negotiations fail to reach an agreement, the NCC shall then exercise either of the options referred to in a.(i) or a.(ii)

5 CERTIFICATIONS, CONDITIONS OF CONTRACT AWARD AND ADDITIONAL INFORMATION

- 1 Annual Fixed Fee Payment Schedule for the first Year of the Contract (annex 4.3)
- 2 Contract Security. The Successful Bidder must provide Contract Security in accordance with the requirements specified in Annex 'B'.
- 3 Proof of Insurance. The Successful Bidder must provide proof of insurance in accordance with the requirements specified in the SOW and also each year of the contract term.
- 4 Supplier – Direct Payment and Tax Information Form. The Bidder must complete and submit to the NCC the Direct Payment and Tax Information Form and annex a voided cheque prior to Contract award. Refer to page 2 of the form for instructions and purpose
- 5 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.
- 6 Security Representative. The Successful Bidder must provide the name, phone # and email of his/her company security representative (see annex H) to ensure the coordination of the security screening process with NCC Security.
- 7 Health and Safety Plan. The Successful Bidder must provide his/her health and safety plan (see SOW).
- 8 Access to Information. Detailed Proposals 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
- 9 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

6 RESULTING CONTRACT CLAUSES

6.1 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 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.

“Bollard” is a short post or a series of short posts set at intervals on a Pathway or Trail to limit vehicular access. They are metal, hinged and equipped with a lock.

“Buildings” means structures or designated heritage buildings owned and maintained by the NCC. These structures are included within and constitute an integral part of this Contract.

“Business Day” means any Monday to Friday inclusive, except statutory holidays in the Province of Ontario. 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.

“Civil Maintenance” means the provision of all services required to maintain and preserve NCC physical infrastructures such as Roads, pathways, 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.

“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 the Statement of Work and site maps of the Maintenance Management Contract, and other matters arising out of the successful proposal and accepted by the NCC, if any.

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

“Contractor” is synonymous with Successful Bidder.

“Corridor” designates the area above the Tread and/or Shoulders of a Trail/Pathway/Forest Access Road from which brush and limbs must be removed.

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

“Drainage Systems”, for the purposes of this Contract, shall include, ditches, side slopes, embankments, culverts, drainage channels, etc.

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

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

“Environmental Laws” means:

- I. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- II. the jurisprudence with respect to environmental law and health and safety law; and
- III. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the procedures and mitigation measures set out in Appendix 4.12), 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.

“Fences” include but are not limited to chain link fences, paddle rail fences, page wire fences, snow fences, wood log fences, gates and locking mechanisms, barricades, etc.

“Field Assets” include but are not limited to all types of Trailhead information display boards, benches, waste receptacles, picnic tables, Fences, markers, Signage, gates, Bollards etc.

“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, tornadoes, lightning, wars (whether declared or not), riots, acts or threats of terrorism, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes or other labour disruptions unless solely restricted to the Employees of the Contractor, 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.

“Forest Access Roads” designates roads which were originally constructed to allow harvesting in the various conifer plantations located throughout the Greenbelt. In addition to allowing maintenance vehicles to access some of the more remote sections of the Greenbelt, some sections now form part of the Greenbelt Pathway and Trail network.

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

“Greenbelt” means the lands so designated by the NCC, which include green spaces, farms, forests, wetlands and federal institutions. The geographic extents of the Greenbelt are more accurately described in Part II of this Contract.

“Hourly Rate/Unit Price” means cost allocated to the services described in Annex D-A-(4) of the RFP to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

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

“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 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.

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

“NCC” means the National Capital Commission.

“NCC Lands or Buildings” means lands or buildings owned and maintained by the NCC. These lands or buildings are included within and constitute an integral part of this Contract.

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

“Pathways” are sometimes asphalt, but mostly stone dust, pit run, quarried limestone, gravel, crushed stone or mulch. Materials may be used in combination at certain locations to offset wet conditions.

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

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

“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, benches, gates, etc.).

“Request for Proposal” (RFP) means the request for proposals issued by the NCC pursuant to NCC tender file number AL1805 for the Greenbelt Lands.

“Roads” are mostly paved or asphalted, though some short sections may be gravel or crushed stone.

“Safety and Clearance Pruning” is all pruning, trimming and removal of trees and shrubs related to safety and the maintenance of clearance Corridors on the lands which are subject to this Contract.

“Shoulder” designates the area on either side of a Trail, Pathway, Road or Forest Access Road.

“Signage” means all signage within the geographical limits of the Contract, generally found at or near Trailhead parking lots, along Pathways and Trails, next to or near boardwalks and footbridges. Signage includes but is not limited to, regulatory, directional, interpretive, identification markers, trail markers, commemorative, Trailhead bulletin boards found at or near parking lots, historical markers and plaques.

“Snow and Ice Control” means Maintenance required clearing and removing any snow and controlling any ice from all designated assets, including, but not limited to, roadways and parking lots, sidewalks and building entrance ways, to ensure, always, public safety.

“Standing Offer Agreement” (SOA) is a non-binding 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 Annex ‘G’.

“Subject Matter” means the Lands or Buildings, fixed and Field 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, Trail, Pathway, Boardwalk, Footbridge, Forest access road or Road.

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

“Term” means the period commencing April 1, 2020 and terminating March 31, 2025 and may include two (2) successive one (1) year options which the NCC may exercise at its sole discretion.

“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.

“Trailhead”, whether capitalized or not, refers to the area that surrounds NCC parking lots. It encompasses access to washrooms, bulletin boards and the Pathway and Trail network.

“Trails” are primarily compacted natural soils with the addition of some granular material at certain locations to offset wet conditions.

“Tread” designates the travel surface of a Trail, Pathway or Forest Access Road.

“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.

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

6.2 SECURITY REQUIREMENTS

Refer to Annex ‘H’ Security Requirements

6.3 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical and financial bid entitled _____, dated _____.

6.4 STANDARD CLAUSE AND CONDITIONS

6.4.1 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.

6.4.2 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.

6.4.3 Damage Caused by the Contractor

The Contractor shall be responsible for any damage he/she 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 boardwalks or bridges as the result of 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.

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 replacement 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.

6.4.4 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.

6.4.5 Time is of the essence

It is essential that the Work be performed within or at the time stated in the Contract.

6.4.6 Force Majeure

a) Subject to the provisions of 6.4.6 b), where the performance of an obligation of the Contractor is subject to Force Majeure, as defined in this Contract, then the date or period by which the Contractor is required to perform the obligations set out in this Contract shall be extended by the period during which the Contractor is prevented from performing the obligation by Force Majeure and the Contractor shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or work cannot be performed during the period of the existence of the Force Majeure (see 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. 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.

- c) The inability of the Contractor to procure labour, materials and supplies due to price hikes, whether significant or not, shall not constitute an event of Force Majeure.

6.4.7 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.

6.4.8 Audit

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

6.4.9 Compliance with applicable 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 applicable codes and standards (especially Canadian Standards Association) and that any specialized work, such as electricity and plumbing be done by licensed workers.

6.4.10 Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

6.4.11 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.

6.4.12 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 apply.

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

6.4.13 Exceptions

Notwithstanding the provisions of clause 6.4.11 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.

6.4.14 Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

6.4.15 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.

6.4.16 Contract 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.

6.4.17 Deliveries 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 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.

6.4.18 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.

6.4.19 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.

6.4.20 Entire Contract

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

6.4.21 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.

6.5 TERM

With this RFP, the NCC will conclude a five-year (5) Contract beginning April 1, 2020 and ending March 31, 2025 is envisaged. At its sole discretion, the NCC may exercise two (2) successive one (1) year options at the same terms and conditions. Each option year will have an inflationary increase of +2.0% from the previous year's fees.

6.6 AUTHORITIES

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Senior Procurement Officer - NCC

Address: _____

Telephone: ___ ___ ___ ___ ___ ___

E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Contract Management Officer (CMO)

The NCC shall provide a 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 a Year. The purpose of the evaluation is to identify areas of improvement.

6.6.3 Contractor's Representative

The Contractor must identify a supervisor and/or foreperson who shall work jointly with the NCC throughout the Term to plan and execute the Work. The Contractor's representative shall be a person in authority, capable of making decisions, directing Employees and resources and proactively contributing to the planning and execution of the Work.

6.7 PAYMENT

6.7.1 Basis of Payment

Provided that the Contractor is not in default, but subject always to the provisions dealing with set-off or withholding of payments, the NCC shall pay to the Contractor the pertinent monthly amounts set out in the payment schedule approved pursuant to the Statement of Work annex on a thirty day net basis (N30) for the work performed in the previous month.

Agreed upon annual progress payment schedule - see Statement of Work annex 4.3

The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments

6.8 PRIORITY OF DOCUMENTS

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - (a) any contract amendment or variation of the contract documents that is made in accordance with the Resulting Contract Clauses;
 - (b) any amendment issued prior to tender closing;
 - (c) Resulting Contract Clauses;
 - (d) Statement of Work;
 - (f) Sites maps.

later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the Sites maps and Statement of Work, the following rules shall apply:
 - (a) Statement of Work shall govern over Sites Maps;
 - (b) Dimensions shown in figures on a Site Map shall govern where they differ from dimensions scaled from the same Site Map; and
 - (c). Sites Maps of larger scale govern over those of smaller scale

6.9 ALTERATIONS TO THE SCOPE OF THE CONTRACT

The NCC reserves the right to make alterations to any part of the Subject Matter at any time 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: Landscape Maintenance; sub-activity: Turf mowing and trimming).

* A solidus (/) throughout section 6.8 "Alterations to Scope of Contract" means "and/or" e.g.: site and/or program and/or event, etc.

6.10 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 6.14 and 6.15). 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.

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 Bidder's Proposal;
2. The information provided by the NCC describing the alteration;
3. The Hourly Rate/Unit Price for each service as indicated in Annex D-A (4) (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 6.17.

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.

6.11 ADDITIONS TO CONTRACT

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

6.12 RE-ALLOCATION

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.

6.13 WITHDRAWALS TO CONTRACT – GENERAL

In the event 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.

6.14 WITHDRAWAL OF AN ENTIRE SITE/REPORTING UNIT /SERVICE

The NCC shall use a cost establishment process for the withdrawals of an entire site/reporting unit/service that is different from the one indicated in 6.10 above. The total amount for the site/reporting unit/service to be withdrawn shall be as provided by the Contractor in the fee breakdown and according to the Annual Fixed Fee Payment Schedule attached as annex 4.3. There shall be no negotiation of cost for the withdrawals of an entire site/reporting unit /service/activity/sub-activity.

6.15 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 6.10 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.

6.16 STANDING OFFER AGREEMENT (SOA)

The NCC intends to award a non-binding Standing Offer Agreement to the successful Bidder for the provision of Additional Services not specifically mentioned in the Contract. The Contractor must provide hourly Rate/Unit Price for Maintenance services as indicated in Annex D-A (4). 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 additions, adjustments or deletions from this Contract. The SOA shall be based on the rates provided in Annex D-A (4). The minimal number of hours (usually 3-4 hours) requirement shall not be applicable to the SOA and subsequent call-up purchase orders. Refer to Annex 'G' for additional information.

6.17 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 arbitrator(s) 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(s) find that one of the parties acted in bad faith throughout the arbitration process, in which case the arbitrator(s) may determine how the payment should be apportioned between the parties.

6.18 PROHIBITED TRANSACTIONS

6.18.1 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.

6.18.2 Contracting With Related Corporations

The prohibition set out in 6.18.1 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.

6.18.3 Exception

The prohibition in 6.18.2 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.

6.19 INDEMNITIES

6.19.1 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.

6.19.2 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.

6.19.3 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.

6.19.4 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.

6.19.5 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.

6.19.6 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 6.19.4 and 6.19.5. If there be more than one Indemnifier, the obligations of the Indemnifier under clauses 6.19.4 and 6.19.5 shall be joint and several.

6.20 INSURANCE

6.20.1 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.

6.20.2 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.

6.20.3 Premiums

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

6.20.4 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.

6.20.5 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.

6.20.6 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.

6.20.7 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.

6.20.8 Indemnity

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

6.20.9 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.

6.20.10 Coverage Not Available

Notwithstanding anything contained in 6.20.1, in the event that any specific obligation contained in 6.20.1 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.

6.20.11 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 6.20.10.

6.20.12 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.

6.20.13 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.

6.20.14 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.

6.20.15 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. In case of any ambiguity on the extensiveness of the obligations, the NCC shall solely establish which one prevails.

6.20.16 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.

6.20.17 Notice

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

a) if to the NCC:

National Capital Commission
40 Elgin Street, Ottawa, ON K1P 1C7
Attention: Director, Ontario Urban Lands and Greenbelt
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.

6.20.18 Time of the Essence

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

6.20.19 Joint & Several Liability

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

6.20.20 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.

6.20.21 Paramountcy 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.

6.21 DENIAL OF PARTNERSHIP

6.21.1 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.

6.21.2 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.

6.21.3 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.

6.21.4 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.

6.21.5 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.

6.21.6 Ownership of Intellectual Property

In this section,

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

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

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

The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract. If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's moral rights in respect of the Material.

6.21.7 Limitations on Contracting Authority

6.21.7.1 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;
- b) The Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- c) The Contractor has complied with the other contractual requirements set out in this document; or
- d) Such work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Contractor, in damage or further damage to any part or parts of the Subject Matter or to private property adjoining the Subject Matter) in which event the Contractor is hereby authorized to proceed with such work as is reasonably deemed by the Contractor to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenditure may not extend beyond a period of twenty-four hours from the time of the occurrence unless otherwise approved by the NCC.

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

6.21.8 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.

6.22 DEFAULT PROVISIONS

6.22.1 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;
- 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.

Subject to the requirement for notice set out in clause 6.2.16 a), failure to keep, perform or observe any of the covenants, agreements, Terms or provisions contained in this Contract may result in the application of 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: 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).

6.22.2 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;
 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.

6.22.3 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

7 ANNEX A - STATEMENT OF WORK (SOW)

1 SCOPE

This Contract describes the provision of Maintenance services on Greenbelt Lands. The Contract also includes reporting obligations. The scope of the Contract is established by the body of services required in all sections of the Contract and its schedules. The Contractor will ensure he or she provides the services required in the Contract even though individual tasks may or may not be specifically mentioned or identified but are required to provide the totality of the services requested.

1.1 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 the Subject Matter 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 Maintenance on the part of the Contractor and as indicated in this RFP.

The Contractor will be required to provide Maintenance services on and around the following areas and Assets:

- Trails
- Forest Access Roads
- Pathways
- Boardwalks and footbridges
- Trailheads and parking lots
- Picnic areas
- Historical/cultural sites
- Natural lands
- Field Assets including fences, markers, Signage, gates, bollards, etc.

1.1.1 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.

1.1.2 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.

1.2 CONTRACT BOUNDARIES

The RFP for the Maintenance Management Contract contains two parts; the text of NCC Maintenance requirements and the accompanying site maps containing information related to site limits, identification and location of Assets.

The Contractor shall provide all services within the geographic boundaries as summarized on the maps. Whenever a limit on a map runs along a natural asset (e.g. cliff, escarpment, etc.), the Contractor's obligation shall extend to that entire Asset. If the limit runs along a shoreline, the Contractor's obligation shall extend to the water's edge wherever it may be at any given time.

2 GENERAL REQUIREMENTS

2.1 CONDITIONS COMMON TO THE PERFORMANCE OF ALL MAINTENANCE DUTIES

2.1.1 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 Forest Access Roads, parking lots, Trails, etc. The NCC shall notify the Contractor in advance of any changes. The Contractor shall modify his/her work plan accordingly and then provide all services without additional costs while respecting the revised deadlines as determined by the NCC.

2.1.2 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 all emergency situations. The Contractor's 24-hour Emergency Intervention Service must be a "direct to employee" service. Answering machines or voice mail systems do not constitute a direct response.

Where the emergency intervention requires an onsite assessment by the Contractor, the following response times shall apply:

- 60 minutes onsite response time between 7:00 a.m. and 8:00 p.m.
- 90 minutes onsite response time between 8:00 p.m. and 7:00 a.m.

The telephone number for the Emergency Intervention Service shall remain the same for the duration of the Term of this Contract (and any extensions) 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.

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.

2.1.3 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.).

2.1.4 Interaction with the Public

The Contractor shall ensure Employees are knowledgeable of the Greenbelt, its programs and activities and can respond to general visitor inquiries. 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.

2.1.5 Requests for Services from the Public

The Contractor shall refer all public inquiries, complaints, requests for services, etc. to the NCC Contact Centre, or the CMO. The CMO may ask the Contractor to respond and investigate such requests. If it is warranted and within the scope of the services provided by the Contractor in relation to the Subject Matter, the Contractor will execute the services after receiving approval from the CMO.

2.1.6 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.

2.1.7 Employees

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 or Pathway closures where interaction with the public is necessary or anticipated, etc.) shall be fluent in both official languages of Canada.

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 Maintenance and Civil maintenance, Snow and Ice Control, Waste Management/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.

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 by providing any and all proof of work experience for all of his/her employees.

The Contractor shall provide at his/her own cost one orientation session for each Year of the Term (usually in the Spring) 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 session(s). The subject matter to be covered in the sessions must include the following:

- Greenbelt general information to visitors;
- Proper use of machinery;
- Proper Maintenance practices (horticultural, Civil, Waste Management and Cleaning Operations);
- Proper environmental practices, including NCC policies or practices.

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.

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.

Furthermore, the Contractor shall respect all trade certification when required by law. Any work to be performed by 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.

2.1.8 Communication Devices and Use of Technology

The Contractor shall be required to provide as part of this Contract, all of the following communication devices: cellular phones, voice mail, 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 data and long-distance charges).

2.1.9 Emergency Closures

The Contractor shall immediately inform the NCC of all emergency closures of Roads, Trails, Forest Access Roads and Pathways. The Contractor shall also support law enforcement agencies or NCC partners when they may have to implement emergency closures on NCC Lands or roads. This support includes:

- Supply, set-up and take down of barricades;
- Knowledge of sites for the closure of additional access points such as Pathways, Trails, etc.;
- Assistance in planning detours;
- Providing related signage if required.

2.1.10 Land Management

The Contractor shall:

- Monitor activities and events occurring on NCC Lands;
- Immediately report non-compatible land use, encroachments and infractions on lands managed by the NCC;
- Immediately report non-compliance by third parties who have been granted use of the lands by NCC. Intervene immediately if the actions or behavior of third parties pose a risk or danger to the public;
- Respect all land use contracts, easements, licenses of occupation, leases and any other encumbrances on NCC Lands included in the Contract.

2.1.11 Signage

The Contractor covenants and agrees to comply, at all times and from time to time during the Term, with any regulations 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, any signage supplied by the Contractor must be bilingual.

2.1.12 Lost, Found and Donated Items

The Contractor shall collect all (less valuable and valuable) items found on NCC 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 at historical sites, impromptu memorials, or at any other location(s) within the geographical limits of the Contract.

2.1.13 Site Access

The Contractor shall provide assistance to any third party authorized by the NCC requiring access to any site, building, gate, Bollard, 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 an Employee to a designated location to open/lower/remove a control mechanism (gate, door, Bollard, etc.) and allow access to the third party authorized by the NCC. The Employee shall also close/raise/re-install the control mechanism once access is no longer required. In other cases, it 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 Business Hours.

2.1.14 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.

2.1.15 Work for Others

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

2.1.16 Transition

The Contractor shall cooperate with the NCC during the 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.

2.1.17 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.

2.1.18 Laws, Regulations, By-Laws

2.1.18.1 Environmental Laws

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

2.1.19 Supporting the Efforts of Volunteer Organizations

The Contractor is required to support volunteer activities as directed by the NCC. This may include:

- 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 written 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.

2.1.20 Agreements with Interested Parties

The NCC has entered into a number of agreements with municipalities, user groups, businesses and individuals, regarding use of NCC lands and contributions to its management. Should these agreements affect the Contractor’s obligations, the relevant details will be shared with the Contractor.

2.1.21 Use of Vehicles

The maximum vehicle speed on Pathways, Trails and Forest Access Roads is 15 km/hr. Where visibility or sightlines are limited, the maximum speed is 5 km/hr. Contractor's vehicles must engage the 4-way emergency flashers while travelling on Pathways; operators will sound the horn as they enter any bend in the pathway with limited visibility of oncoming traffic. Contractor's vehicles must yield to pedestrian and cycling traffic at all times, regardless of the circumstances. Parking and driving vehicles on turf areas and pathways must be minimized.

2.1.22 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). Use of off-road motor vehicles is permitted exclusively to carry 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 (electrical vehicles, small pick-ups, 4-stroke motors, alternate fuels, etc.).

The Contractor shall track monthly fuel consumption for fleet vehicles and other motorized Equipment, including gasoline, diesel, biodiesel, ethanol, propane and compressed natural gas. Contractors shall fill out and submit a fuel consumption report to the NCC at the end of each fiscal Year of the Term.

2.1.23 Storage on NCC Lands

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

2.1.24 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 related to the management and operation of the Subject Matter.

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 unrestricted right to access all such information, data, records and reports during the Term and thereafter.

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.

3 OPERATION AND MAINTENANCE SPECIFICATIONS

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/her obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully.

3.1 LANDSCAPE MAINTENANCE

3.1.1 Turf Mowing and Trimming

From May to October, turf and natural vegetation on and beside Trails, Pathways, boardwalks and Forest Access Roads must be Maintained as detailed in this section, and further illustrated in Appendices 4.8, 4.9, 4.10 and 4.11.

Vegetative debris must be scattered, but not piled, onto the adjacent forest floor to decompose naturally. No clumps of grass or debris will be left on the Pathway/Trail/Forest Access Road/boardwalk surface. Trimming operations are to be completed at the same time as cutting operations and during the same working day for any given site.

3.1.1.1 Trails

From May to October:

- The Trail Tread shall be kept free of weeds and debris;
- Trail Shoulders are to be cut to 8cm before they reach 12 cm.

3.1.1.2 Pathways

From May to October:

- The Pathway Tread shall be kept free of weeds and debris;
- Pathway Shoulders are to be cut to 8cm before they reach 12 cm.

3.1.1.3 Forest Access Roads

From May to October:

- The Forest Access Road Tread shall be kept free of weeds and debris;
- Cut to 15cm.

3.1.1.4 Boardwalks

From May to October:

- The boardwalk Tread shall be kept free of weeds and debris;
- Boardwalks Shoulders are to be cut to 10cm before they reach 15 cm, unless specified otherwise by the CMO.

3.1.1.5 Picnic Areas, Historical Sites, Parking Lots and Trailheads

From May to October:

- Cut to 8cm before it reaches 12 cm.

3.1.1.6 Around all NCC Assets

From May to October:

- Maintain 2m under (where necessary) and around Assets such as Buildings, shelters, bulletin boards, picnic tables, washrooms, Fences, access to Trailheads, etc.
- Cut to 8cm before it reaches 12 cm.

3.1.2 Safety and Clearance Pruning

The Contractor shall perform all pruning and trimming activities to ensure the maintenance of Safety and Clearance requirements 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), maintaining clearance requirements and Corridors so that persons and vehicles can easily see all Signage, safely use Trails, Pathways, Forest Access Roads, parking lots, etc., and safely use recreational infrastructure and spaces (e.g. bulletin boards, benches, picnic tables, footbridges, boardwalks, etc.). Pruning includes cutting back branches or trees that encroach on or are too close to neighbouring sites. However, the Contractor will not be required to prune/trim the dead or decaying branches of trees located in forested areas, provided 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: In all cases where a safety concern is noted by the Contractor, reasonable measures to protect users will be put in place alerting users to the danger by preventing access to the area. Such measures will be kept in place until Clearance and Pruning operations have removed the danger. The Contractor must perform all pruning/trimming and tree removal activities within a time frame which is appropriate given the nature of the risk each specific 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 and removal.

- 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/Pathway edge.
- Trees and branches that have fallen across Forest Access Roads, Pathways, Trails, etc. must be cut and removed. Cut segments will be placed onto the adjacent forest floor to decompose naturally.

3.1.3 Tree Removal

During the five (5) Year Term of the Contract, the Contractor will be responsible for the removal of three hundred (300) trees per Year within the boundaries of this Contract. Should the Term be extended, an additional yearly amount will form part of the Contract extension. The CMO will direct the Contractor to remove any tree which is dead, decaying, is likely to fall and/or is otherwise dangerous, whether resulting from but not limited to the tree's normal aging/evolution, the natural elements, a disease, accident or an infestation caused by pests. Trees which are dead, decaying or likely to fall but located in forested areas (provided they do not constitute a safety hazard) may be left in place. In consultation with the Contractor, the NCC shall solely determine which trees are to be removed. Disposal of diseased trees must be in accordance with all federal, provincial and municipal regulations in this matter.

3.1.4 Non-desirable vegetation

During the entire growing season and without limitation, when and as necessary, the Contractor shall remove all species of noxious weeds and Invasive species (including, but not limited to, Poison Ivy, Wild Parsnip, Giant Hogweed, etc.) which have the potential to affect the public on Greenbelt lands, on or near Pathways, Forest Access Roads, Trails, parking lots, Structures and NCC Field Assets.

3.1.4.1 Removal as Directed by the CMO

In addition to the aforementioned, the Contractor shall provide on an annual basis a total of one hundred (100) hours of invasive species removal. The Contractor as part of this requirement shall supply for each hour (1) of Work a crew of two (2) labourers with a light truck (pick-up), tools and equipment including a chipper as may be required. The work must be undertaken at the request of the CMO. The CMO shall determine where work must be undertaken, and work performed without prior approval of the CMO will not be recognized as part of this requirement.

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 one hundred (100) hours requested, these hours may be either carried to the following Year or exchanged for other Work of equal value.

3.1.5 Pests and Small Animal Control

Following NCC approval, the Contractor shall remove bee, wasp and hornet nests posing a risk to the public. The Contractor shall also capture and remove small animals causing property damage. 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. Except for material supplied by the NCC, the Contractor will provide the equipment and labour necessary.

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 (as required) 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 and relocation of beavers from their environment.

3.2 CIVIL MAINTENANCE

The Contractor shall inspect and report the condition of the Civil Assets on an ongoing basis. Deficiencies, observed or anticipated, will be reported to the CMO. The Contractor shall execute Maintenance services to the Civil Assets as described in this section and as may be referred to in other sections. The NCC shall be responsible for the remaining civil Maintenance work not assigned to the Contractor. Civil Assets include, but are not limited to, the following: Roads and parking lots, Forest Access Roads, Pathways, steps, Trails, ditches, culverts, field Assets, footbridges, boardwalks and NCC buildings.

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) and alerting users to the deficiency or Surface discontinuity by preventing access to the area.

3.2.1 Roads

3.2.1.1 Roads – Asphalt

- Ensure Roads remain free of debris;
- Remove any hazards including fallen trees/shrubs or branches;
- Provide accident clean-up (e.g. remove and dispose of pieces of vehicles and debris, sweeping, removal of spilled fluids, etc.);
- Provide immediate pothole/sinkhole filling services to ensure safety of users.

3.2.2 Forest Access Roads

3.2.2.1 *Gravel/Granular/Stone Dust/Natural*

- In the beginning of spring, grade and apply new material, compact and correct any soft spots, depressions, etc. (for natural surfaces, ensure uniformity and smoothness; do not apply material unless otherwise specified by the CMO);
- During the spring, summer and fall seasons, remove/compact loose surface, repair ruts, water ponding and washouts;
- Maintain Safety and Clearance specifications;
- Remove any hazard including trees/shrubs, repair drainage and erosion deficiencies, maintain and repair all surfaces;
- Correct potholes/sinkholes, bumps, depressions, corrugations or Surface Discontinuities, within 24 hours following notification or following a rain storm;
- Remove surface rocks greater than the diameter of the surface material.

3.2.3 Parking Lots

3.2.3.1 *Parking Lots – Asphalt*

- Ensure Parking Lots remain free of debris;
- Remove any hazards including fallen trees/shrubs or branches;
- Provide accident clean-up (e.g. remove and dispose of pieces of vehicles and debris, sweeping, removal of spilled fluids, etc.);
- Provide immediate pothole/sinkhole filling services to ensure safety of users.

3.2.3.2 *Parking Lots - Gravel/Granular/Stone Dust*

- The Contractor must grade all parking lots in April once ground frost has disappeared and the surface is sufficiently dry and thereafter monthly from May 15th to November 15th. Apply new material, compact and correct any soft spots, depressions, etc.
- The Contractor must inspect and Maintain all Trailhead parking lots at regular intervals.
- During the spring, summer and fall seasons, remove/compact loose surface, repair ruts, water ponding and washouts;
- Correct potholes/sinkholes, bumps, depressions, corrugations or Surface Discontinuities within 24 hours following notification or following a rain storm;
- Remove surface rocks greater than the diameter of the surface material.

3.2.4 Pathways and Trails

Safety and Clearance specifications are detailed in Appendices 4.8 and 4.9.

3.2.4.1 *Asphalt*

- All asphalt Pathway surfaces must be swept clean of debris prior to May 15th each Year of this Contract. Thereafter and until November 15th of each Year of the Contract, the Pathway surface will be Maintained;
- Ensure Pathways remain free of debris;
- Maintain Safety and Clearance standards;
- Remove any hazards including fallen trees/shrubs or branches;
- Provide immediate pothole/sinkhole filling services to ensure safety of users;

- Ensure a smooth surface transition onto all bridges and ensure that appropriate actions are taken to achieve this goal.

3.2.4.2 Gravel/Granular/Stone Dust/Natural

- All compacted stone dust Trail surfaces must be mechanically graded before May 20th each Year of this Contract. Should half-load restrictions be in effect, the date will be extended until restrictions have been lifted. When grading alone is not enough to correct deficiencies on a section of Trail, the Contractor shall apply (and compact) new stone dust;
- 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;
- Ensure Pathways remain free of debris;
- Maintain Safety and Clearance standards;
- Remove any hazards including fallen trees/shrubs or branches;
- Provide immediate pothole/sinkhole filling services to ensure safety of users;
- Ensure a smooth surface transition onto all bridges and ensure that appropriate actions are taken to achieve this goal.
- Correct potholes/sinkholes, bumps, depressions, corrugations or Surface Discontinuities within 24 hours following notification or following a rain storm;
- Remove surface rocks greater than the diameter of the surface material.

3.2.5 Footbridges

Footbridges are designed for pedestrians and are built with wood, or composite materials, on a metal sub-structure/armature. Unless otherwise indicated by the NCC, footbridges in the Greenbelt have been engineered to accommodate service vehicles up to 1 ton in weight.

- From May to December, the Contractor must inspect and Maintain footbridges;
- Ensure footbridges remain free of debris;
- Remove any hazards including fallen trees/shrubs or branches;
- Repair or replace loose, warped, sagging or split boards;
- Ensure a smooth surface transition onto all footbridges. Correct any Surface Discontinuities;
- Protruding nail and screw heads must be reset flush with the surface;
- Handrails (where they exist) must be inspected, 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;
- No pressure treated wood will be used. The material of choice must be construction grade, rough sawn eastern white cedar or hemlock. 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. The decking material used on the footbridges is 2”x10” and the width of these bridges is 2.5 metres.

3.2.6 Boardwalks

Boardwalks are pedestrian walkways usually built of wood and/or composite materials, over bogs, wetlands and fragile ecosystems. These structures are intended to facilitate access over difficult terrain and prevent Pathway and Trail users from damaging the surrounding landscape to circumvent an impassable area.

- From April to December, the Contractor must inspect and Maintain boardwalks;
- Ensure Pathways remain free of debris;
- Maintain Safety and Clearance standards;
- Remove any hazards including fallen trees/shrubs or branches;
- Repair any wood surface and replace any Component (with same grade and dimensions) to ensure a smooth, safe surface free of defect and Surface discontinuities;
- Remove weeds or grass growth between pieces;
- Repair and/or replace loose, broken, rotten wood or missing hardware or fasteners;
- Repair or replace boards with cracks or splits, which are unsafe and/or hazardous;
- Protruding nail and screw heads must be reset flush with the walking surface;
- Handrails and runners (where they exist) must be inspected, 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;
- 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;
- No pressure treated wood will be used. 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.

3.2.7 Ditches and Culverts

Includes ditches, side slopes, embankments, culverts, drainage channels, swales and open ditches.

Note: Culvert Maintenance includes the removal of accumulated debris and the reinforcement of eroding inlets and outlets but does not include the replacement of damaged or destroyed bevel ends.

- All ditches and culverts must be kept clear of debris 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;
- Ensure that water flows freely in ditches, unencumbered and unobstructed;
- Empty clean-outs, especially at culverts inlets and outlets to ensure sedimentation does not restrict water flow;
- Ditch work shall be undertaken during the dry months;
- If ditches and sumps are refilling with sediment on a regular basis, erosion control may be required and the NCC should be contacted to design the next steps;

- Obstructions that may cause water accumulation in any Drainage System are removed immediately (within 24 hours);
- Immediately report all culvert failures to the NCC;
- Organic material removed from ditches or culverts must be disposed of evenly in the surrounding forest

3.2.8 Fences, Gates and Bollards

Includes all boundary and access management infrastructure including fences, post fences, chain link fences, page wire fences, snow fences, cedar log fences, paddle rail fences, gates, steel drop bollards and their locking mechanisms. Except where specifically mentioned, the Contractor must supply all materials and labour.

3.2.8.1 Paddle Rail fences

- Maintenance is limited to repair/replacement of damaged rails and posts. The NCC supplies post and paddle rails.

3.2.8.2 Gates and Bollards

Includes steel gates, wood bar gates, farm (fencing) gates and steel drop bollards.

- Gates shall be inspected on a regular basis (once a month) from May to December.
- Inspect and maintain hinges and locking mechanisms by applying appropriate lubricants.
- The Contractor shall ensure the gates are secure, functional and capable of opening 180 degrees.
- Gates and bollards must be painted/stained once during the five (5) Year Term of this Contract.
- Replace or repair all damaged fence wires, posts and missing or broken gate hardware.

3.2.9 Field Assets

3.2.9.1 Picnic Tables

Picnic tables are installed at selected locations in the Greenbelt.

- From April through October, the Contractor must inspect and Maintain picnic tables;
- Repair or replace Components as required;
- Wipe picnic table surfaces with water and detergent at least once each week;
- Ensure picnic tables 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 picnic tables as requested by the NCC (many Assets may be stored at NCC facilities while others remain on site during the winter season);
- Painting and staining of picnic tables is required once during the Term of this Contract;
- The Contractor is responsible for the transport and initial installation of picnic tables.

3.2.9.2 Waste Receptacles

There are two types of waste receptacles in the Greenbelt: 45 gal drums and “Hid-a-bag®” weather-proof receptacles. Generally, they are located at Trailheads, in or near parking lots and picnic areas.

- The Contractor must inspect and Maintain waste receptacles year-round;
- Wipe waste container exterior surfaces with water and detergent as required;
- Ensure waste receptacles remain at their designated location unless the NCC approves their relocation;
- Provide the storage and transportation and temporary or long-term re-location of 45-gallon drums as requested by the NCC.

3.2.9.3 Benches

Benches are installed along selected Trails.

- The Contractor must ensure the sitting surfaces remain clear of encroaching vegetation, are smooth, free of jagged edges, cracks or splinters that could injure Trail users;
- Painting and staining of benches is required once during the Term of this Contract.

3.2.10 Buildings

Buildings include shelters, washrooms and heritage buildings.

3.2.10.1 Shelters

- 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 Yearly;
- 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 exterior ceilings, light fixtures, under roofs and eaves;
- The Contractor must sweep the floors, remove bird feces and other debris from ceilings, overhead beams and support beams at the picnic shelters on a weekly basis from April to October inclusive.
- Ensure shelters are safe and accessible for public use;
- Outside and inside Components are inspected weekly and repaired or replaced as required;
- Maintain the roof and its Components. Broken or missing shingles, siding, outlets, fixtures, are repaired or replaced;
- Warped, sagging, rotten or damaged wooden parts are repaired or replaced.

3.2.10.2 Washrooms

- 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 Yearly;

- Clean, repair, replace Components and maintain the washrooms 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, interior ceilings, light fixtures, under roofs and eaves;
- Ensure the washrooms are safe for public use;
- Outside and inside Components are inspected weekly and repaired or replaced as required;
- Maintain the roof and its Components. 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.

3.2.10.3 Heritage Buildings

The Contractor acknowledges that certain buildings have been “classified” or “recognized” as Heritage buildings by the federal heritage buildings review office (FHBRO). Prior approval by the NCC is required for any repairs to heritage buildings included in this Contract.

- 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.;
- Ensure that sites are safe for public use;
- Control vegetation 2 metres around the heritage structures and ruins;
- Maintain steel grates and remove any debris visible on site.

3.3 WASTE MANAGEMENT

Waste management means all Maintenance activities related to garbage pick-up (ground), garbage removal (waste receptacles), graffiti removal/clean-up, blowing, pick-up and removal, and clean-up and removal of illegal dumping along Roads, in parking lots, Trails, Pathways, turf areas and all other areas located within the boundaries of this Contract. It also includes cleaning and pumping of washroom facilities.

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.

The Contractor will be responsible to pick up small animals (e.g. groundhogs, skunks, porcupines, squirrels, racoons, foxes, etc.) found dead on or near the Assets included in this Contract. These must be disposed in accordance with all federal, provincial and municipal regulations. Any 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 who will arrange for their removal and disposal.

Maintenance Contractors shall track monthly waste diversion rates. Contractors shall fill out and submit a waste diversion report to the NCC at the end of each fiscal Year of the Term. Maintenance Contractors shall attach copies of weight tickets received from waste, recycling and compost facilities.

3.3.1 Waste Receptacles

Includes "Hid-a-bag®" weather-proof waste receptacles and 45-gallon drums installed primarily (though not exclusively) at parking lots, Trailheads and picnic areas.

- The Contractor shall empty the receptacles 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;

3.3.2 Grounds

This includes in/on, around, adjacent to or visible from Trails, Pathways, Roads, Forest access roads, parking lots, Trailheads, etc.

The Contractor shall pick up and dispose of:

- Refuse and debris on the ground within the limits of the parking lots;
- 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, Roads and Forest Access Roads;
- Refuse and debris on the travelled surface and visible from the edge of all boardwalks and footbridges.

3.3.3 Illegal Dumping

Illegal dumping means a major event where the quantity of the dumping requires additional manpower and equipment in excess of normal/routine operations. When illegal dumping is discovered, the Contractor shall;

- Take photographs of the site;
- Estimate the cleanup and removal costs. The estimate and the photographs shall be forwarded to the CMO no later than 48 hours after each occurrence;
- The estimate(s) provided as part of the occurrence report must;
 - Be based on SOA rates, where the work required can be completed (in part or in whole) using such rates.
 - Reflect fair market price(s), where the work required must be completed (in part or in whole) using specialized labour or materials not included in the SOA rates.

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

- Only the amounts resulting from work authorized by the NCC and performed by the Contractor can be invoiced to the NCC.

3.3.4 Washrooms and Sanitary Waste

The Contractor must inspect and clean the toilets daily;

- Sweep the floors;
 - Clean and disinfect floors and wipe clean the translucent windows;
 - Clean, disinfect and wipe dry the toilet seat, rim and outside surface of the plastic chute;
 - Clean and disinfect the inside surface of the plastic chute;
 - Maintain the supply of toilet paper and hand sanitizer. Contractor is responsible for the purchase of toilet paper and hand sanitizer;
 - Removing cobwebs and other litter and debris from the walls and ceiling;
 - Making the necessary repairs to ensure the toilet always remains functional;
 - To control odours, the Contractor must add “Biodor®” or an NCC approved equivalent enzyme product to 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.
- Empty the holding tanks of all toilets 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 5000-litre capacity. If additional waste removal is required during any one Year of the Term, the NCC shall reimburse the Contractor for the cost. **Note:** After each pumping of the holding tanks, 900 liters of water must be added to each holding tank.

3.4 GRAFFITI

The Contractor shall remove all graffiti from NCC Assets. This includes (without being limited to) posted notices, posters and other foreign objects attached to NCC Assets. The Contractor shall:

- Remove them within 24 hours of their discovery;
- Before removal, offensive/hate graffiti must be documented and photographed;
- Clean/remove graffiti from all NCC natural and built Assets (Roads, parking lots, boardwalks, footbridges, signs, sign posts, buildings, fixtures and furniture, field Assets, fences, shelters, etc.) and restore Asset to its original state and condition;
- Clean the Asset using the most appropriate cleaning process (e.g. pressure washer, abrasive blasting, specialized cleaning products) and/or repaint the Asset (in part or in whole – to ensure uniformity of colour) if necessary.

3.5 SNOW AND ICE CONTROL

The City of Ottawa provides plowing at all Greenbelt parking lots, but no snow removal or de-icing. The pathways leading from parking lots to washrooms, to information boards and Trailheads must be maintained by the Contractor. The Contractor shall apply grit to the parking lots and Trailheads when necessary.

On an on-going basis, from November to May, the Contractor shall:

- Remove by 10:00 am and continuously thereafter any snow and ice that accumulates. The maximum allowable accumulation, at any given time, from beginning to end of storm, is 3 cm;

- Apply abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Unless requested by the NCC, grit is to be used;
- Ensure that all designated Lands and Assets are accessible on a continuous basis. Remove snow, ice or any obstructions and ensure accessibility;
- Traffic/regulatory and any other sign to be visible at all times (e.g. obstructing snow banks and/or snow and ice adhering to signs to be removed);
- Remove drifting snow a minimum of twice daily (before 10 am and before 4 pm). At all times, accumulation cannot exceed 3 cm;
- Remove any snow bank that forms in front of a pedestrian access, or affects access to Trailheads, waste containers, washrooms and bulletin boards;
- Transport and dispose of all snow and ice according to applicable federal, provincial and municipal regulations;
- Clean up in spring, removing accumulated debris that may result from snow clearing (City of Ottawa) or snow removal operations.

3.6 SIGNAGE AND SIGNAGE SUPPORTS

The Contractor is responsible for the Maintenance of NCC Signage found within the geographical boundaries of the Contract. Signage operations includes Maintenance activities related to the inspection and repair of regulatory signage, Federal Identity Program (FIP) signs, interpretive signage and plaques, directional signage, informational signage, regulatory signage and wayfinding maps.

- With the exception of Consumables, the NCC is responsible for the fabrication and supply of all Signage Components;
- Signage along the Trails, Pathways and Forest Access Roads must be inspected on a regular basis for vandalism, visibility, and encroaching vegetation;
- Signage must be cleaned at least once each spring before May 31st and vegetation trimmed back as part of regular mowing/vegetative control operations throughout the growing season;
- The Contractor shall replace missing, damaged or faded signs (except Federal Identity Signage (FIP));
- The Contractor shall reset and reattach signs that are uneven or askew;
- The Contractor shall cut back obstructing vegetation to improve visibility.

3.7 REPAIR OR REPLACEMENT OF DAMAGED OR STOLEN ASSETS

3.7.1 General

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

- if the Asset can be restored to its prior condition, the Contractor shall comply with section 3.4 and shall restore the Asset using the most appropriate process (i.e., cleaning, repair, paint, etc.);

- if the Asset cannot be restored, subject to the limitations of 3.7.3, the Contractor shall Replace the Asset. Any Asset provided by the Contractor as a replacement item shall be identical to the original, or as approved by the NCC.

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

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

If, after careful consideration, the NCC determines that the estimate submitted by the Contractor does not reflect fair market prices, the NCC reserves the right to award the Work to other suppliers.

3.7.2 Deadlines

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

3.7.3 Liability

As part of his fee Proposal, the Contractor shall include an Annual allowance of fifteen thousand (\$15,000) dollars (plus applicable taxes) for the repair and/or Replacement of Assets which are damaged or destroyed as per 3.7. On an Annual basis, the NCC will be responsible for any expenses beyond the fifteen thousand (\$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 this Annual amount. At the end of each Year of the Contract, the unused portion of the fifteen thousand (\$15,000) dollar allowance shall be returned to the NCC through a reconciliation process or carried over to the next fiscal Year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments.

3.8 SPECIAL SITE AND ASSET REQUIREMENTS

3.8.1 Shirleys Bay (P1A)

- Ice floes often dislodge large rocks which delineate the boat launch area. They need to be reset (moved) to their intended positions every spring.

3.8.2 Lime Kiln Historic Site (P10)

The parking lot is located on Moodie Drive 2 km south of West Hunt Club Road. Special site requirements are:

- Maintain a 2 m corridor around the heritage ruins. Cut to 8cm before it reaches 12cm;
- Maintain steel grates;
- Maintain 1 km long gravel surface access Road (from Richmond Road to the site) as per Civil maintenance specifications.

3.8.3 Bruce Pit (P12)

There are no Civil maintenance responsibilities for the parking lot and signage. There are no waste management operations required.

3.8.4 Bell High School (P13)

There are no Civil maintenance responsibilities for the parking lot.

3.8.5 Nepean Sportsplex (P14)

There are no Civil maintenance responsibilities for the parking lot.

3.8.6 Conroy Pit (P17)

There are no Civil maintenance responsibilities for the parking lot and signage. There are no waste management operations required.

3.8.7 Carlsbad Springs Historic Site (P24)

Located on Russell Road approximately 7 km east of Anderson Road, the site has been designated a historic site by the Province of Ontario. The Carlsbad historic site is open every Year from May to November. The Contractor shall Maintain the site in accordance with the requirements in the TOR. In addition, the Contractor shall:

- Paint/stain the bathhouse and its Components once (1) during the Term of the Contract.

3.8.8 Greens Creek Toboggan Hill (P26)

There are no Civil maintenance responsibilities for the parking lot and signage. There are no waste management operations required.

3.9 REPORTING REQUIREMENTS

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.

Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information sufficient to enable the NCC to establish time and resources 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.

3.9.1 Default in Maintenance of Records or Production of Reports

In the event that:

- i) The Contractor fails to maintain the information, data and records in the manner stipulated;
- ii) The Contractor fails to deliver the reports required by the Subject Matter; or
- iii) The Contractor's records are insufficient to permit a determination of expenses 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.

3.9.2 Annual Fixed Fee Payment Schedule (Appendix 4.3)

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

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.

3.9.3 Annual Expenditure Report (Appendix 4.4)

The Annual Expenditure Report identifying all expenses (net of taxes corresponding to the NCC's fiscal Year) broken down by reporting unit and maintenance activity, is to be submitted by May 31st of each Year of the Term to report on the previous Year's expenses. 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;

The Annual Cost Report by expenditure type. This report is also due May 31st each Year, reporting on expenses of previous Year. Applicable taxes are to be shown separately on a per line item basis.

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

3.9.4 Asset Inventory (Annex E)

The Asset Inventory Report is completed every Year 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. An electronic copy will be submitted, followed by a hard copy. The Contractor shall be responsible for Maintaining and safeguarding Assets indicated on the said reports, as per the Contract specifications.

3.9.5 Weekly Task Completion Report and Operational Schedule

The Contractor will submit a detailed weekly report listing in a complete and comprehensive way the inspections and Work completed the week before. The report will also contain the inspections, scheduled work and objectives for the two (2) upcoming weeks. The Task Completion Report will be submitted weekly from April to November and every two (2) weeks from December through March.

3.9.6 Insurance Certificate (annex I)

Proof of insurance must be provided each March 15th during the Term of the Contract. At the same time, the Contractor shall submit proof of liability insurance.

3.9.7 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 CMO every sixty (60) days in the case of Ontario (April 1st, June 1st, August 1st, October 1st, December 1st and February 1st of each Contract Year).

3.9.8 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. Plan must be submitted to the NCC before Contract signature. Any modifications to this plan must be presented to the NCC.

3.9.9 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 annex H.

4 APPENDICES

4.1 DEFINITIONS

Refer to section 6.1 of the Resulting Contract Clauses

4.2 LEGAL PROVISIONS

4.2.1 Application of the National Capital Act

4.2.1.1 *Federal Land Use & Other Approvals*

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

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

4.2.1.2 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.

4.2.2 Reporting Requirements – NCC Records

4.2.2.1 Ownership

The NCC retains ownership of all NCC Records during the Term. For the purpose of clauses 4.2.2.1 to 4.2.2.7 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.

4.2.2.2 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 Laws.

4.2.2.3 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.

4.2.2.4 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.

4.2.2.5 Maintenance of NCC Records

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

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

4.2.2.6 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 4.2.2.5 Maintenance of NCC Records.

4.2.2.7 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.

4.2.3 Access to Information Act & Privacy Act Matters

For further particularity but without restricting the generality of the obligations contained in clauses 4.2.2.2 Control and 4.2.2.4 Access by the Contractor above, the Contractor acknowledges and agrees that it shall comply with the following provisions regarding NCC Records.

4.2.3.1 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, “personal information” has the same meaning as that ascribed to it in the *Privacy Act*.

4.2.3.2 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.

4.2.3.3 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.

4.2.3.4 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.

4.2.3.5 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.

4.2.3.6 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.

4.3 ANNUAL FIXED-FEE PAYMENT SCHEDULE

| Sector Secteur | April Avril | May Mai | June Juin | July Juillet | August Août | September Septembre | October Octobre | November Novembre | December Décembre | January Janvier | February Février | March Mars | Total |
|----------------------------------------------------------------------|----------------|------------|--------------|-----------------|----------------|------------------------|--------------------|----------------------|----------------------|--------------------|---------------------|---------------|-------|
| 1 Shirleys Bay Sector Secteur de la baie Shirleys | | | | | | | | | | | | | \$ - |
| 2 Stony Swamp Sector Secteur du marécage rocailleux | | | | | | | | | | | | | \$ - |
| 3 Pihney Forest Sector Secteur agricole sud et la forêt Pihney | | | | | | | | | | | | | \$ - |
| 4 Airport Sector Secteur de l'aéroport | | | | | | | | | | | | | \$ - |
| 5 Pine Grove Sector Secteur de la pinède | | | | | | | | | | | | | \$ - |
| 6 Mer bleu Sector Secteur de la Mer Bleue | | | | | | | | | | | | | \$ - |
| 7 Sector Secteur du ruisseau Green | | | | | | | | | | | | | \$ - |

\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

4.4 ANNUAL EXPENDITURES PER OPERATIONAL TASK CATEGORY

| Asset | Landscape | Civil | Waste | Graffiti | SnIC | Signage | Special Site Requirements | Total |
|---------------------------------------------------------------|-----------|-------|-------|----------|------|---------|---------------------------|-------|
| Trails Pistes | | | | | | | | \$ - |
| Pathways Sentiers | | | | | | | | \$ - |
| Forest Access Roads Chemins d'accès forestiers | | | | | | | | \$ - |
| Boardwalks Promenade de bois | | | | | | | | \$ - |
| Trailheads & Parking lots Points d'accès et stationnements | | | | | | | | \$ - |
| Ditches and Culverts Fossés et de ponceaux | | | | | | | | \$ - |
| Fences, Gates and Bollards Clôtures, barrières et bornes | | | | | | | | |
| Field Assets Biens mobiles | | | | | | | | |
| Buildings and Structures Bâtiments et structures | | | | | | | | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

4.5 ASSET INVENTORY

Annex E – Asset Inventory Table F&E

4.6 KEY ACTIVITY SCHEDULE

The Key Activity Schedule is provided to Bidders for information purposes only. It should not be relied on for the purpose of submitting a proposal under this RFP. It is a tool to allow Bidders to better understand the scope of Work required and the operating and scheduling relationship that may exist between individual tasks or elements. It does not purport to be complete or exhaustive. The Key Activity Schedule may be modified by the NCC and the Contractor after the signing of the Contract. To make analyzing the data easier, the data is presented in the form of an Excel table. Every table column has filtering enabled in the header row so that Bidders can filter or sort the data quickly.

Annex F - Key Activity Schedule F&E

4.7 MATERIAL STANDARDS

All materials required for the Contract are the responsibility of the Contractor and must respect all material standards and guidelines of this Contract. All materials and parts supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), National Building Code and the "NCC Standard Drawings and Details" dated December 2008. The 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.

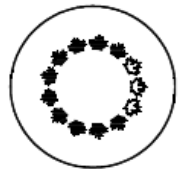
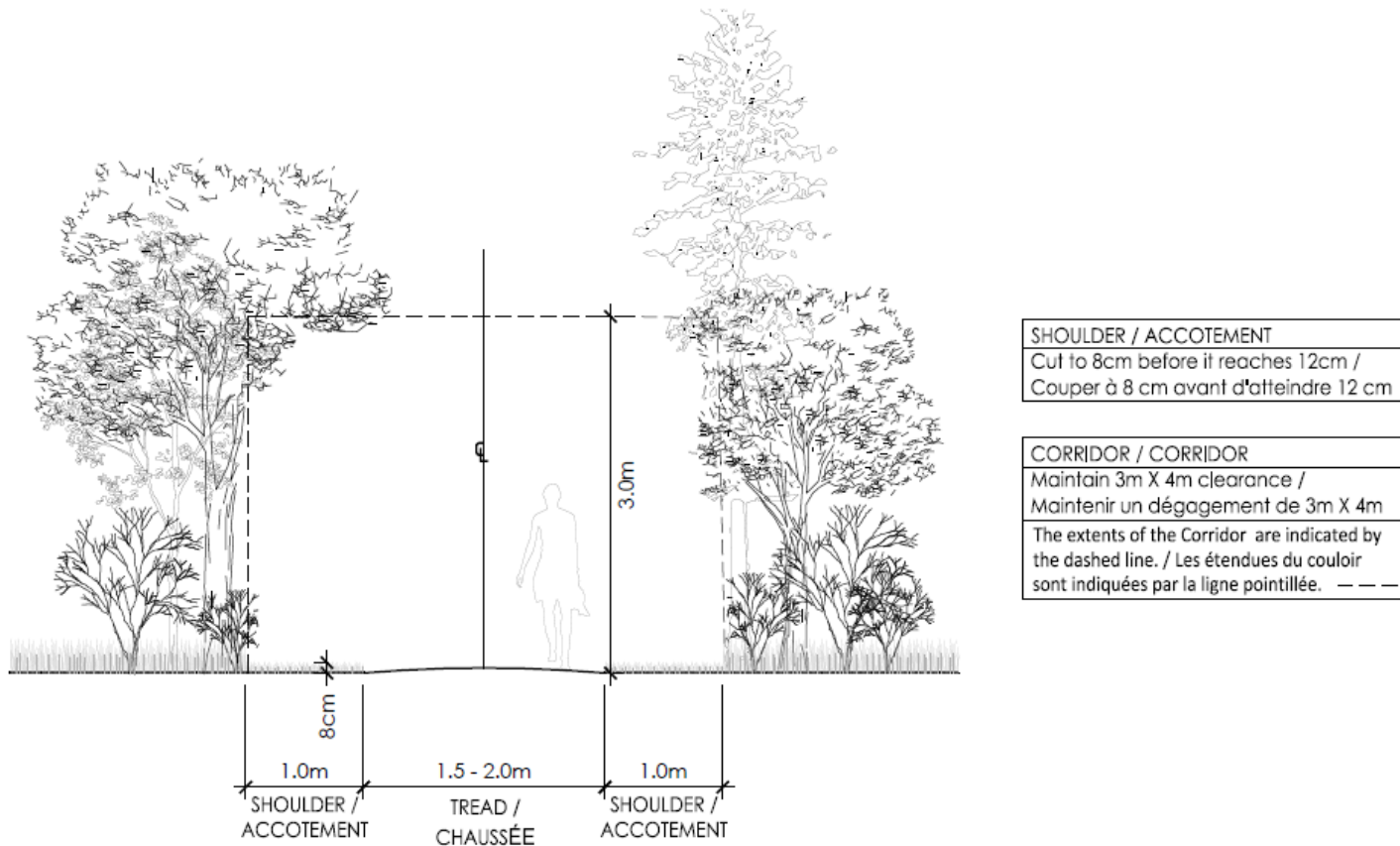
| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Grass Seed</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>General all-purpose mix:</p> <p>40% SR5210 Creeping Red Fescue</p> <p>40% Arctic Perennial Ryegrass</p> <p>20% Bluechip Kentucky Bluegrass</p> <p>Application rate: 1.2 kg per 100 m².</p> <p>Roadway Granules (Winter Grit)</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>Garbage Bags</p> <p>Brown, black or green, various length and width as required to fit waste receptacles. The NCC strongly recommends the use of oxo-biodegradable plastic garbage bags (not compostable bags).</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

4.7.1 Handling Charges and Substitutions

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.

When the Contractor is unable to supply materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the NCC for prior approval.

4.8 SAFETY AND CLEARANCE SPECIFICATIONS - TRAILS



**NCC
CCN**

**National Capital Commission
Commission de la capitale nationale**

Capital Stewardship
Intendance de la Capitale

project Greenbelt Land Maintenance Management Contract
projet Contrat de gestion de l'entretien des terrains de la ceinture de verdure

drawing Trails / Sentiers Pédestres
dessin

approved by A.Dabrowski
approuvé par

designed by M.Henry
conçu par

drawn by B.Guse
dessiné par

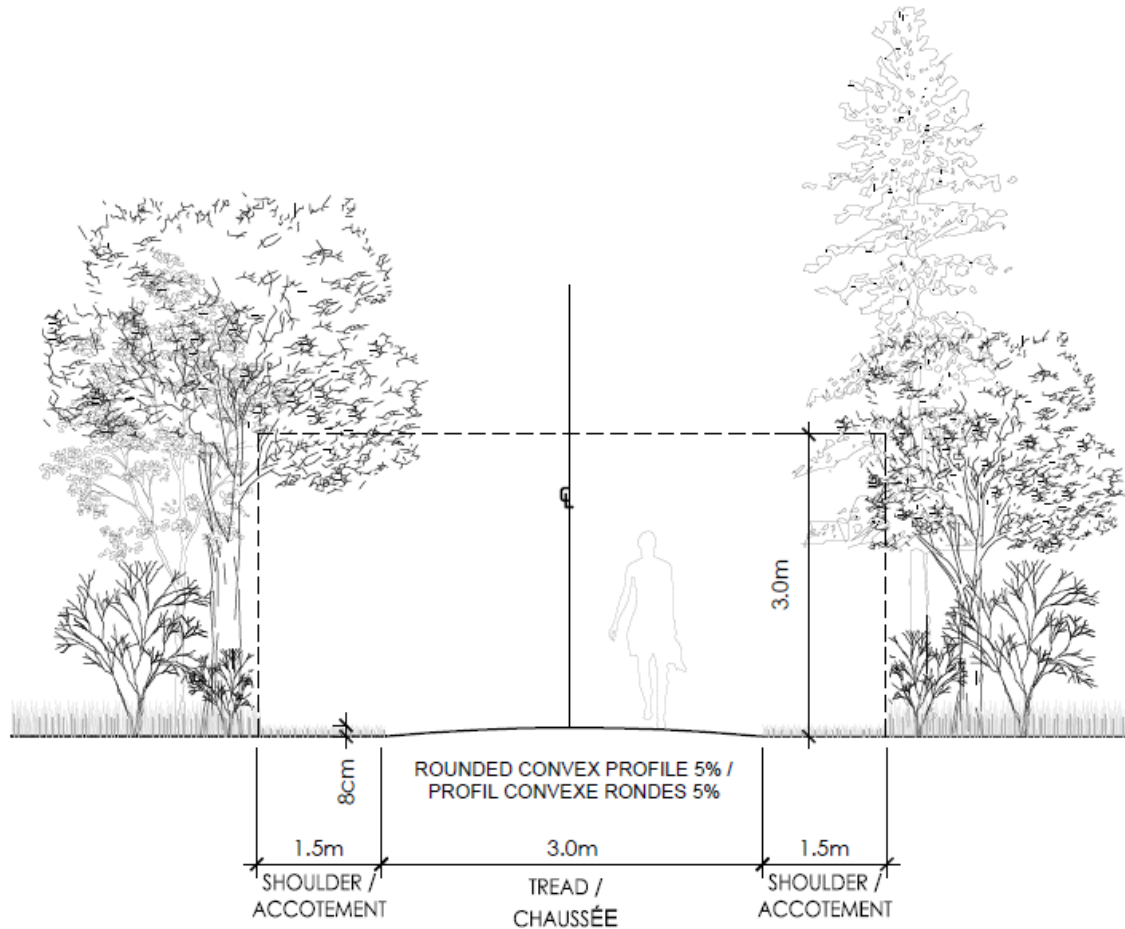
sheet no.
no. de la feuille

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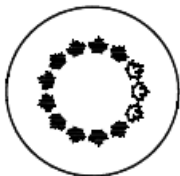
date 2019/09/03

Project no.
No. du projet

4.9 SAFETY AND CLEARANCE SPECIFICATIONS – PATHWAYS



| |
|---------------------------------------------------------------------------------------------------------------------------------------------|
| SHOULDER / ACCOTEMENT |
| Cut to 8cm before it reaches 12 cm / Couper à 8cm avant d'atteindre 12 cm |
| TREAD / CHAUSSÉE |
| Maintain rounded convex profile of 5% / Maintenir le profil convexe arrondi à 5% |
| CORRIDOR / CORRIDOR |
| Maintain 3m X 4m clearance / Maintenir un dégagement de 3m X 4m |
| The extents of the Corridor are indicated by the dashed line. / Les étendues du couloir sont indiquées par la ligne pointillée. - - - |



NCC
CCN

National Capital Commission
Commission de la capitale nationale

Capital Stewardship
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project Greenbelt Land Maintenance Management Contract
projet Contrat de gestion de l'entretien des terrains de la ceinture de verdure

drawing Pathways / Sentiers
dessin

scale 1:50
échelle

date 2019/09/03

Project no.
No. du projet

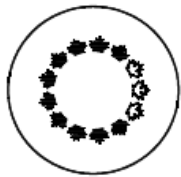
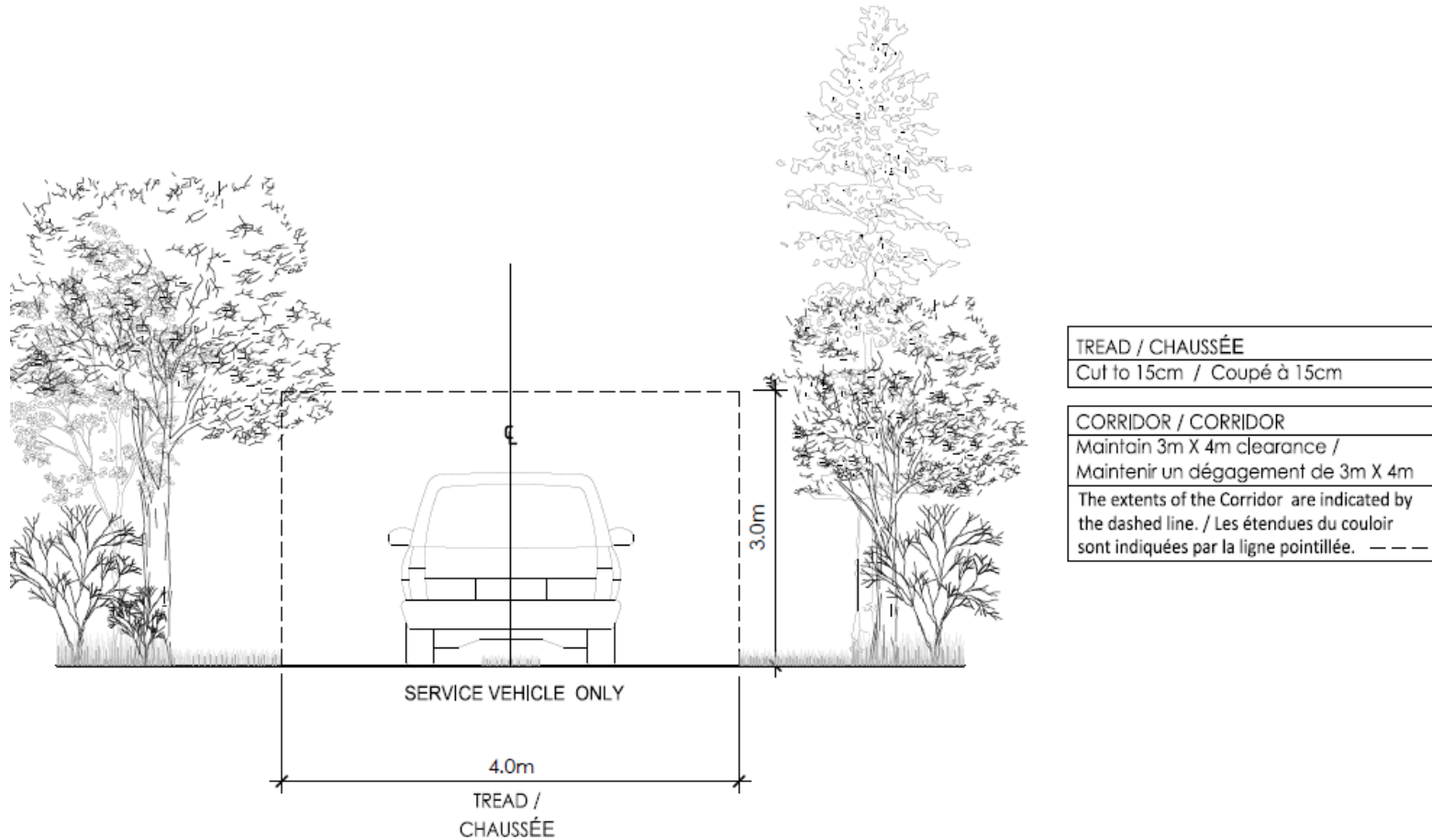
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conçu par

drawn by B.Guse
dessiné par

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4.10 SAFETY AND CLEARANCE SPECIFICATIONS – FOREST ACCESS ROADS



NCC
CCN

National Capital Commission
Commission de la capitale nationale

Capital Stewardship
Intendance de la Capitale

project Greenbelt Land Maintenance Management Contract
projet Contrat de gestion de l'entretien des terrains de la ceinture de verdure

drawing Forest Access Roads / Routes d'accès forestiers
dessin

scale 1:50
échelle

date 2019/09/03

Project no.
No. du projet

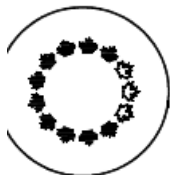
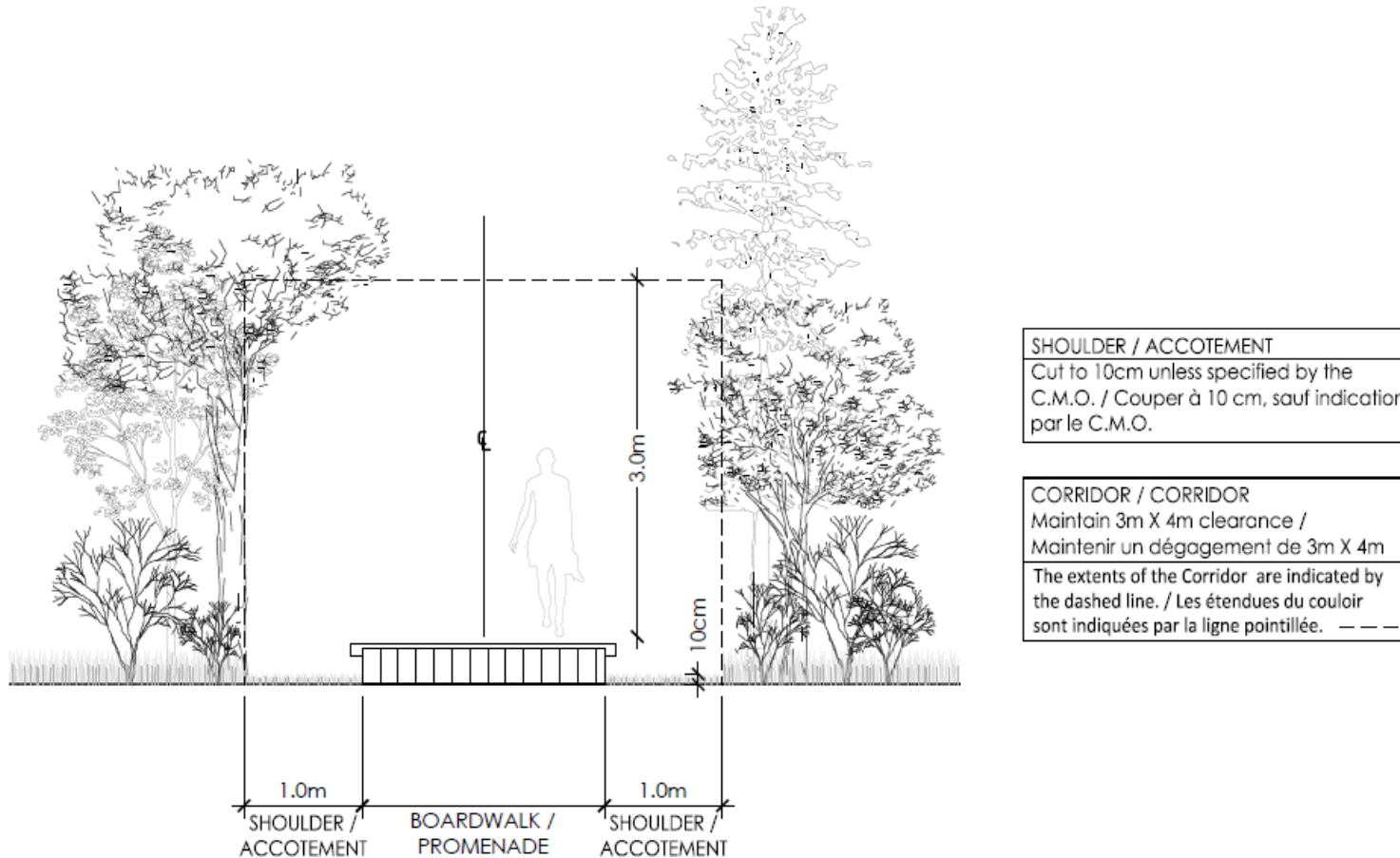
approved by A.Dabrowski
approuvé par

designed by M.Henry
conçu par

drawn by B.Guse
dessiné par

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4.11 SAFETY AND CLEARANCE SPECIFICATIONS - BOARDWALKS



**NCC
CCN**

**National Capital Commission
Commission de la capitale nationale**

Capital Stewardship
Intendance de la Capitale

project Greenbelt Land Maintenance Management Contract
projet Contrat de gestion de l'entretien des terrains de la ceinture de verdure

drawing Boardwalk / Promenade de Bois
dessin

approved by
approuvé par A.Dabrowski

designed by
conçu par M.Henry

drawn by
dessiné par B.Guse

scale 1:50
échelle

date 2019/09/03

Project no.
No. du projet

sheet no.
no. de la feuille

4.12 NCC ENVIRONMENTAL GUIDELINES

National Capital Commission (NCC)

Environmental Guidelines for Maintenance Contracts

This document summarizes the mitigation measures to be implemented during the various activities that will be undertaken as part of Maintenance contracts on National Capital Commission (NCC) lands. The NCC has a legal obligation under the *Impact Assessment Act (IAA)*, to determine if activities conducted on NCC lands, are likely to cause significant adverse environmental effects or other impacts. The maintenance activities outlined in this document are either not considered projects under the IAA or are projects set out in the Ministerial Order issued under subsection 88 (1) of IAA which are excluded from an environmental review as long as the activity does not include:

- Removal of or damage to known potential archaeological, paleontological, heritage, or architectural buildings, structures, or resources;
- Works that can disturb, harm, kill a species at risk protected under the *Species at Risk Act* or its habitat (such as work in ecologically sensitive areas, removal of butternut or other protected trees, etc.);
- Works that can disturb, harm, kill a migratory bird or its nest protected under the *Migratory Bird Convention Act* (such as nest or tree removal, etc.);
- Changes to any characteristic of a water body;
- Work in-water or placement of temporary or permanent fill in or near water and/or that may require a project review under the *Fisheries Act* (such as addition of gravel or fill on pathways near water);
- The loss of reduction of a wetland; and
- The disturbance of known or suspected subsurface contamination.

This list is not exhaustive and only includes constraints that are likely to apply to maintenance activities. Consult applicable legislation for further details and in case of discrepancies. If the maintenance activity is suspected to include any of the above, the CMO must be notified who will in turn contact the Manager, Environmental Assessment for assignment to an Environmental Officer for review (Isabelle Leclerc-Morin, 613-239-5678 Ext: 5737, Isabelle.Leclerc-Morin@ncc-ccn.ca).

The mitigation measures outlined in this document are in accordance with the above regulations, NCC Policies and NCC's Sustainable Development Strategy 2018-2023. The NCC's Sustainable Development Strategy provides a focused agenda for environmental leadership in Canada's Capital Region and serves as an overarching element to be included in all of the NCC's plans, strategies, policies and operations. The NCC is bound by the Federal Sustainable Development Act to implement the actions of its Sustainable Development Strategy, which are in line with the Federal Sustainable Development Strategy and the Greening Government Strategy.

All Contractors and contract management officers will be required to have basic training in the implementation of these environmental guidelines. It is important that these guidelines be strictly followed, as fines may be issued by the municipal, provincial and federal government in the event of noncompliance. The Contractor is responsible for ensuring compliance with all applicable laws and regulations. In the event of non-compliance, the NCC will seek repayment of these fines from the Contractor. The Contractor must follow all applicable provincial and municipal laws and regulations (including waste management, noise, pollution prevention, etc.).

General Environmental Guidelines to be followed for All Maintenance Activities

The following measures and principles must be followed during 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. For these mitigation measures marked with an asterisk, the Contractor will contact the Contract Management Officer (CMO) to inform them of the type of work being undertaken. The CMO will then contact the relevant NCC specialists (e.g. environmental office, arborist, contaminated site specialists, biologists, archaeologist, etc.) to obtain their recommendations and any required approvals.

Air Emissions and noise

- Minimize unnecessary idling of vehicles which can result in wasted fuel and the creation of greenhouse gases to the extent possible (refer to municipal by-laws).
- Meet all regulatory requirements for air emissions. Where required, an environmental compliance 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.
- To reduce carbon emission, new fleet vehicle purchases should be zero-emissions or hybrid vehicles where these options exist and are economically viable from a life-cycle perspective.
- Use renewable sources of electricity to prevent unnecessary emissions, when possible.
- Avoid performing any maintenance activities that have the potential to release dust or other particles during very dry or windy periods.
- Follow all applicable municipal noise by-laws and conduct construction within permitted hours.

Designated Substances

- *Prior to entering a building or structure under construction or renovation, contact the NCC to determine if any designated substances¹ are present.
- Where available, the CMO will provide the building Designated Substances Survey report to the Contractors to ensure recommendations are implemented. If no Designated Substances Survey report exists for the building to be repaired or maintained, the CMO will contact the NCC Contaminated Sites Team (Eric Soulard, Senior Manager, at eric.soulard@ncc-ccn.ca, 613-239-5678 ext. 5418).
- 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.

Hazardous materials

- Ensure compliance with any applicable requirements of *Canadian Environmental Protection Act* (and regulations made under this Act).
- Store all hazardous materials on NCC property in accordance with applicable regulations, standards and guidelines. Flammable materials must be stored in accordance with the National Fire Code of Canada.
- Ensure that Material Safety Data Sheets (MSDS) are 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.
- 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.

¹ As per *Ontario Regulation 490/09 Designated Substances* definition

- Label and transport all hazardous materials in accordance with WHMIS requirements and provincial and federal regulations regarding the transportation of dangerous goods.
- Dispose of all hazardous wastes and containers which previously contained hazardous materials in accordance with provincial and federal regulations.
- Follow all recommendations found in applicable designated substance reports and the advice of the NCC.

Spills Procedure & Emergency Response

Spill prevention and readiness

- Wash, refuel and service machinery and store fuel and other materials for the machinery at least 30m away from a waterway 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.
- 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.
- 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.

Spill response

- **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.
- Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements. When safe to do so, immediately contain the spill with spill response materials stored on site. Contractor shall ensure any follow-up cleanup is conducted, in consultation with the NCC.
- All used absorbent material must be disposed of in accordance with applicable regulatory requirements.
- 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). If applicable, coordinate reporting with the NCC.
- Complete NCC spill report and send to Environmental Services (eric.soulard@ncc-ccn.ca) within 24 hours of the spill. The Spill Report must be completed by following the Emergency Operational Procedure in place. The Spill Report should also be submitted to the NCC Contract Manager and it should provide all details on the spill.

Wildlife

- Workers will avoid wilfully disturbing any wildlife at the site.
- *If an animal is found inside a structure, contact the CMO who seek the advice of the NCC specialists (e.g., biologists, environmental officers, conservation officers) on the best course of action.
- Keep the work site clean and must not leave behind garbage or food scraps that could attract animals or alter their behaviour.
- Do not cut vegetation and naturalized meadows (e.g. Class C) between April 8th and August 28th, which corresponds to the core migratory bird breeding and nesting season². If, by exception the NCC requires that vegetation in naturalized meadows be cut between August 8th and August 28th the NCC will require an area search for evidence of grassland bird nesting, which may cause delays.

² Environment Canada. Specific considerations related to determining the presence of nests. [http://ec.gc.ca/paom-itmb/default.asp?lang=En&n=8D910CAC-1#_004]. Online December 10, 2013.

Greenbelt Lands Maintenance Management Services

- *If excavation activities is planned to occur near waterbodies or wetlands during the turtle breeding season (April – August), consult the NCC to determine the need for installation of reptile exclusion fencing to prevent turtles from nesting in exposed soil³.

*Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control*⁴

- *If Activity may release sediment, soil, or any other potentially polluting chemical or product to waterway or sewer: Develop and implement an Erosion and Sediment Control Plan and an Emergency Response Plan.
 - Install all required sediment and erosion control measures before starting work to prevent sediment from entering the watercourse. Regularly inspect during debris removal and make all necessary repairs if any damage occurs.
 - Remove and reinstate to natural conditions upon completion of works.
- Plan activities near water so that materials, such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Minimize any clearing of riparian vegetation: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high-water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed. Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks.
- Whenever possible, operate machinery on land above the high-water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering ditches, stormsewers or watercourses
- ***Perform any work in or near watercourses outside 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) or provincial authorities to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed⁵.
- Avoid maintenance activities during wet and rainy periods.

Trees

- *Do not cut any tree (with a diameter at breast height (DBH) of 10cm or greater) 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 advise on applicable measures (e.g. proper pruning of the branch, replacement of the tree, report to applicable authorities, etc.) to be implemented by the Contractor.

³ As per the *Ministry of Natural Resources – Reptile and Amphibian Exclusion Fencing*

⁴ Mitigation measures have been adapted from the mitigation measures to avoid causing harm to fish and fish habitat provided by the Department of Fisheries and Oceans Canada <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>

⁵ 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 NCC Environmental Officer.

Greenbelt Lands Maintenance Management Services

- Avoid parking vehicles or machinery or store any materials within the dripline of any trees.
- Protect any federally or provincially protected tree species (seedling, sapling or tree). Implement all necessary protective measures, such as flagging the tree or installing protectors at the dripline of the tree 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. Remove any flagging tape once work is completed. *Never prune or cut these species or trees without authorisation from the NCC (ECCC permits will be required).
- Do not cut any trees between April 8th and August 28th, which corresponds to the core migratory bird breeding and nesting season. If, by exception the NCC requires that vegetation in naturalized meadows be cut between August 8th and 28th the NCC will be required to conduct an area search for evidence of nesting.
- Conduct any pruning according to established best practices. At a minimum, the following guidelines apply:
 - Use pruning shears, loppers or a pruning saw;
 - Prune at the collar (a thicker area approximately 2-3cm from the base of the branch). Avoid pruning flush with the main branch/trunk.
 - Cut at a slight angle to prevent water from entering or accumulating in the cut;
 - Section branches to a maximum length of 1 m;
 - In forested areas, disperse branches in the adjoining forest, taking care not to damage understory vegetation, to allow the organic matter to decompose.

Invasive Species

- Clean away sludge, dirt, and plant material from equipment and tools and tracked vehicles before leaving a site infested with invasive species to minimize the spread. Ensure clean vehicles and tools prior to entering an NCC valued ecosystem or valued habitat. High pressure air hoses, mobile cleaning stations which retain water runoff, and brushes or brooms are acceptable cleaning methods. Please refer to https://www.ontarioinvasiveplants.ca/wp-content/uploads/2016/07/Clean-Equipment-Protocol_June2016_D3_WEB-1.pdf
- Follow the Ontario Invasive Plant Council's Best Management Practice guides for the management of invasive species. (<https://www.ontarioinvasiveplants.ca/resources/best-management-practices/>). Try to eliminate invasive plant species in order to reduce their chance of propagation, as possible.

Pesticides

- *Do not apply any pesticides for cosmetic purpose on NCC lands (as per NCC Policy adopted in 2012). If a pesticide application is required on NCC lands, it must have received prior authorization from the NCC and be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with all provincial requirements (*Ontario Pesticide Act* and the *Quebec Pesticide Act*, depending on the province where the activity is taking place).

Heritage Resources

- *Prior to any work on a building, confirm with the CMO that the building is not designated or recognized by the Federal Heritage Building Review Officer (FHBRO). The CMO shall contact the NCC's Heritage Program for further assistance.

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.
- Remove all all materials 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.
- All tree or vegetation debris that may fall or enter any water bodies must be removed immediately

Waste:

- Waste collected from on-site recycling and compost bins:
 - Dispose of all waste collected from recycling bins at a recycling facility and all waste collected from compost bins at a composting facility. When contamination rates preclude the waste from being accepted at the appropriate facility, the Contractor must report this to the CMO.
- Waste generated by contractor activities:
 - Recyclable materials (paper, cardboard, glass, aluminum and plastics) must be disposed of at a recycling facility;
 - Leaf and yard waste must be disposed of at a facility that composts leaf and yard waste, unless disposing of invasive species, which may need to be sent to a landfill;
 - Landscaping products that will not be reused should be disposed of at a facility that recycles such products (e.g., wood, gravel, stones, etc.)

The Contractor must track and disclose all waste diversion rates to the NCC using the Waste Diversion Report for NCC Lands.

Excavation

If works require digging or excavation, contact the CMO to verify the presence of soil or groundwater contamination, or archeological or paleontological resources, prior to the start of subsurface activities. Confirm the location of all utility locates (public, private, NCC). Provide the CMO with details on the location of the digging, and the type of work to be performed (e.g. whether the trench be deepened or widened compared to what was previously excavated).

- Do not store any excavated soils 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. Cover any excavated soils that remain on site overnight with a tarp.
- Do not excavate within the dripline of a tree. *If excavation must be performed within a dripline, then contact the CMO so that they can verify mitigation measures for potential damage to trees, and whether federally protected species are present. Excavation within the dripline of a Butternut tree or other federally protected species (see above section on Trees) cannot proceed without a permit from Environment Canada.
- If evidence of archeological or paleontological resources are discovered during excavation or digging activities, all work in the area must stop immediately and the CMO must be informed as soon as possible. The CMO will communicate with the environmental assessment team (marek.moroz@ccn-ncc.ca , 613-239-5678 ext. 5718). Work must not resume in the area until protection measures for the resources are implemented.

Contaminated Soils and Groundwater (for works that require excavation)

- *If works require digging or excavation, contact the CMO to verify the presence of soil or groundwater contamination prior to the start.
 - If soil or groundwater contamination is present, analytical testing prior to off-site disposal may be required.
 - No soils from a contaminated site may be reused elsewhere.
 - Management and disposal of contaminated soils will follow all applicable regulations and guidelines.
 - The contractor is responsible for ensuring health and safety of workers potentially exposed to contaminated sites.
- If any evidence of contaminated or deleterious soils is discovered at the site (e.g. bricks, ash, metals, debris, strong odour, oily sheen, etc.) the NCC must be notified immediately.

Archaeological Resources (for works that require excavation)

- *Prior to the start of any digging or excavation activities, contact the CMO to verify the presence of archaeological potential.

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- If the excavation does not involve any alteration to the footprint of previous excavation, then no archaeological investigation or monitoring is required.
- If any evidence of archaeological resources or human remains are discovered during excavation for Maintenance activities, all work at the location concerned must be halted immediately and Ian Badgley, Archaeologist, NCC Heritage Program (613-239-5678, Ext. 5751, ian.badgley@ncc-ccn.ca) must be notified forthwith. Work shall not be resumed at that location until measures for the protection of those resources or remains have been put in place.

Table 1: Mitigation Measures for Maintenance Contracts

To use this table, find the Maintenance activity being performed 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 NCC 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. environmental officer, 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 *Impact Assessment Act*. If your work involves new construction, contact the CMO.

| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| Landscape Management | | |
| Turf: <ul style="list-style-type: none"> - machine and manual cutting - trimming - watering - edging - top dressing - seeding or overseeding - aerating - fertilizing - etc. | <ul style="list-style-type: none"> o Excess or improper application of fertilizers can cause environmental degradation of water bodies. o Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation during cutting. o Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i> during cutting. | <ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Wildlife;</i> • <i>Migratory Birds;</i> • <i>Trees; and</i> • <i>Pesticides;</i> o Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body. o Avoid any application of fertilizer prior to a significant (>20mm) rain event and do not exceed manufacturer recommended application rate. o Collect turf cuttings and where possible, composted. |
| Tree/shrub: <ul style="list-style-type: none"> - safety and maintenance - pruning - trimming - cultivating - edging - mulching - removal - winter protection - etc. | <ul style="list-style-type: none"> o Potential damage to trees or shrubs protected under the <i>Species at Risk Act</i> or provincial legislation. o Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. o Improper disposal of diseased trees or shrubs may spread invasive pests, diseases or pathogens. o Improper pruning may decrease tree health. | <ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Wildlife; and</i> • <i>Trees</i> o Protect and flag any federally or provincially protected tree species (e.g. butternut) (seedling, sapling or tree) to prevent damage or accidental removal. Use highly visible flagging tape (using a pre-determined colour) to clearly identify the tree and remove tape once work is completed. Presence of such species should be reported to the CMO. o *Obtain approval from the NCC prior to tree pruning, cutting or removal. 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 is first obtained from the appropriate department, ministry or agency. A permit request to the responsible authority must first be obtained by the NCC. o Appropriately dispose of trees or shrub clippings, branches, or log pieces that show signs of disease or pests 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). Compost healthy material on-site, where possible. o Limit vegetation cutting (DBH < 10 cm) to vegetation that interferes with the movement of machinery and work. |

| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| | | <ul style="list-style-type: none"> ○ Remove any tree or vegetation debris that may fall or enter water bodies without delay and with as little disturbance as possible. ○ If working in Gatineau Park, for trees that are removed, cut trees or saplings (non-diseased) in 1-meter lengths and dispersed in the surrounding forest on NCC property. ○ *If removing tree stumps, contact the CMO as associated excavation may affect archaeological resources and may require testing and disposal if it is located on a contaminated site. |
| <p>Annual, bulb, and perennial:</p> <ul style="list-style-type: none"> - mowing of daffodils - planting/removing - watering - fertilizing - cultivating - edging - hand weeding - pinching - rouging - winter protection - plant division - etc. | <ul style="list-style-type: none"> ○ Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life. ○ Improper disposal of flowers may spread invasive pests, diseases or pathogens. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Invasive species; and</i> ● <i>Pesticides</i> ○ Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body. ○ Dispose appropriately of removed flowers that show signs of disease or pests following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest. Collect healthy clippings and compost on-site, where possible. ○ Plant only non-invasive plant species and preferably native species for ornamental purposes. Consult invasive alien species lists before the introduction of a new ornamental species. |
| <p>Non-desirable vegetation / nest / small animal control⁶:</p> <ul style="list-style-type: none"> - inspecting and removing as needed. | <ul style="list-style-type: none"> ○ Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation. ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. ○ Pesticides, herbicides, insecticides, or fungicides may kill non-target species. ○ Accidental spread of invasive species. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Wildlife;</i> ● <i>Trees;</i> ● <i>Invasive species; and</i> ● <i>Pesticides</i> ○ 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>, Quebec <i>Loi sur les espèces menacées ou vulnérables</i> or the <i>Migratory Birds Convention Act</i>. ○ *Never disturb or destroy an active bird nest. Generally, if migratory birds nesting in buildings and are a cause for concern, it is recommended that Contractors identify how the birds enter the building. In the case of a nest occupied or formerly used by a species at risk, the contractor must contact the CMO, who will contact an environmental officer from the environmental assessment team for advice, as a <i>Species at Risk Act</i> permit may be required prior to blocking entries to the building, even after birds have left the nest. ○ Where the presence or effects of the nuisance animal(s) may create a dangerous situation, contact the CMO who will be advised by the NCC environmental services on the best course of action. ○ Seek written authorization from the NCC for any exceptional circumstances requiring application of pesticides, |

⁶ Animals causing material damage to the NCC's Assets

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| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| | | <p>herbicides, insecticides or fungicides. 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. Use only products registered by Agriculture and Agri-Food Canada under the <i>Pest Control Products Act</i>.</p> <ul style="list-style-type: none"> ○ |
| <p>All surfaces:</p> <ul style="list-style-type: none"> - Inspecting - Reporting - Sweeping - removing hazards (e.g. leaves, encroaching vegetation, etc.) - providing emergency services such as accident clean-ups - etc. | <ul style="list-style-type: none"> ○ Accidental spills may degrade environmental quality and have the potential to spread contamination. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Spills Procedure and Emergency Response</i> ○ *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. |
| <p>Asphalt surfaces:</p> <ul style="list-style-type: none"> - daily inspection, reporting, and secure any deficiencies <ul style="list-style-type: none"> ○ e.g. bumps ○ cracking ○ culvert and ditch problems ○ drainage problems ○ erosion ○ manhole ○ catch basin problems ○ etc. - provide emergency pothole/sinkhole fillings. - Etc. | <ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality and have the potential to spread contamination. ○ The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Erosion and sediment control;</i> ● <i>Spills Procedure and Emergency Response;</i> ● <i>Wildlife; and</i> ● <i>Water quality, fish and fish habitat;</i> ○ Mix asphalt should away from the site or should be prepared on paved surfaces to minimize the effects of a spill. Dispose of excess asphalt off-site at a location that meets all regulatory requirements. |
| <p>Concrete/masonry surfaces:</p> <ul style="list-style-type: none"> - Re-setting and correcting of: <ul style="list-style-type: none"> ○ Curbs ○ Gutters ○ concrete steps ○ exposed aggregate ○ granite sets ○ pavers ○ interlocks | <ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality and have the potential to spread contamination. ○ Damage to heritage resources by affecting character-defining elements | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Spills Procedure and Emergency Response;</i> ● <i>Heritage Resources; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> ○ <i>Archaeological resources</i> ○ Use pre-mixed concrete or mix concrete away from the site or on paved surfaces if only small quantities (e.g. for minor repairs) are required. Dispose of excess concrete at an off-site at a location that meets all regulatory requirements. |

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| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| <ul style="list-style-type: none"> ○ flag stones ○ cobblestones ○ patio stones ○ etc. | | <ul style="list-style-type: none"> ○ Wash concrete trucks and/or other equipment used for mixing concrete at least 30 m away from a watercourse or wetland. ○ Collect wash water from concrete trucks and recycle it back into truck for disposal off-site at a location meeting all regulatory requirements. ○ When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls and remains into the gutter system or storm sewer. |
| <p>Gravel / granular / stone dust / natural / decorative surfaces:</p> <ul style="list-style-type: none"> - Levelling - Grading - etc. | <ul style="list-style-type: none"> ○ The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality. ○ The release of particulate matter may adversely affect air quality. ○ Damage to species at risk nests as a result of excavated exposed soil | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air emissions;</i> ● <i>Erosions and sediment control;</i> ● <i>Wildlife;</i> ● <i>Water quality, fish and fish habitat; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> ○ <i>Archaeological resources</i> ○ If working near water: <ul style="list-style-type: none"> ● *Work performed in or near water may require a permit from the provincial (Ontario or Quebec) and/or federal government. Contact the CMO to verify permit requirements with the NCC environmental services. ● Do not increase footprint or add no new fill below the high-water mark, unless previously authorized by the NCC. ● * Install reptile and amphibian exclusion fencing. |
| <p>Wood surfaces (except over waterways):</p> <ul style="list-style-type: none"> - Repairing - Replacing parts of - maintaining structural integrity - sanding - painting - etc. <p>Note: Wood surfaces over waterways (such as boardwalks, bridges, and docks) treated in separate maintenance activity.</p> | <ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality and have the potential to spread contamination. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air emissions; and</i> ● <i>Spills Procedure and Emergency Response</i> ○ Ensure proper storage, management and use of materials to minimize spills. ○ Do not use treated wood on surfaces used in the preparation or consumption of food (picnic tables, bird feeders), that could be in direct contact with drinking water or that will be used by people (benches, wooden structures for children). ○ Avoid any painting prior to a rain event. |
| <p>Lighting and electrical:</p> <p>Examples:</p> <ul style="list-style-type: none"> - distribution boxes - electrical panels - aboveground and underground electrical conduits and wiring - light standards - etc. | <ul style="list-style-type: none"> ○ Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality. ○ Improper disposal of hazardous materials could degrade environmental quality and have an impact on health and safety. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Erosion and sediment control</i> ● <i>Spill procedure and emergency response;</i> ● <i>Water quality, fish and fish habitat</i> ● <i>Trees;</i> ● <i>Heritage Resources; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> |

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| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| <p>Activity:</p> <ul style="list-style-type: none"> - inspecting - repairing - securing - replacing parts of - replacing entire structure if associated with an existing building or structure - providing line locates - providing immediate repairs - reporting - etc. | <ul style="list-style-type: none"> o Damage to tree roots or trees as a result of excavation. o Damage to archaeological resources as a result of excavation. o Damage to heritage resources by affecting character-defining elements o Spread of contaminated groundwater or soils during excavation. o Health and safety effects from the exposure to contaminated soils or hazardous substances. | <ul style="list-style-type: none"> o <i>Archaeological resources</i> o Ensure proper disposal of hazardous materials (e.g. lamps, ballasts) in accordance with provincial and federal regulations. |
| <p>Drainage infrastructure</p> <p>Ex:</p> <ul style="list-style-type: none"> - catch basins - manholes - underground pipes - ditches - side slopes - embankments - drainage channels - tile drains - subsurface drains - tunnels - etc. <p>Activity:</p> <ul style="list-style-type: none"> - inspecting - reporting - cleaning - erosion / flood control prevention - providing line locates | <ul style="list-style-type: none"> o Release of sediment and/or chemicals to water o Damage to tree roots or trees as a result of excavation. o Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. o Potential harm to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i> or/and the <i>Fisheries Act</i> and potential harm to other species protected under the <i>Species at Risk Act</i> (such as turtles) o Damage to archaeological resources as a result of excavation. o Spread of contaminated groundwater or soils during excavation. o Health and safety effects from the | <ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control</i> • <i>Erosion and sediment control;</i> • <i>Spills procedure and emergency response;</i> • <i>Wildlife;</i> • <i>Trees; and</i> • <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> o <i>Contaminated soils;</i> o <i>Archaeological resources</i> • *Avoid any disturbance to tree roots or excavation within the dripline of any tree. If excavation within tree dripline must be performed, contact the CMO so that they can verify mitigation measures for potential damage to trees and for the presence of species at risk. o *Ensure there is no increase in footprint or new fill below the high-water mark. o *Perform work and routine clean-out of drainage channels outside 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 feed⁷. Avoid Maintenance activities during wet and rainy periods. o Respect mitigation measures provided by the Department of Fisheries and Oceans Canada⁸ to avoid harm to fish o The following measures should be applied during bridge cleaning: <ul style="list-style-type: none"> • Adequately seal drains and open joints before sweeping to prevent material from falling into the watercourse. Sweep |

⁷ 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 NCC Environmental Officer.

⁸ Department of Fisheries and Oceans Canada mitigation measures to avoid causing harm to fish and fish habitat: <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>

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| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| <ul style="list-style-type: none"> - water level control - removing surface water - replacing parts of - etc. | <p style="text-align: center;">exposure of contaminated soils.</p> | <p style="text-align: center;">bridges thoroughly before washing.</p> <ul style="list-style-type: none"> • Clean and remove debris and sediment from drainage devices and dispose of the material in a way that will prevent it from entering the watercourse. • Direct wash-water past the ends of the bridge deck to a vegetated area to remove suspended solids, dissipate velocity and prevent sediment and other deleterious substances from entering the watercourse. If this cannot be achieved, use silt fences or other sediment and erosion control measures to prevent wash-water from entering the watercourse. • When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish. • Remove paint or protective coatings in a manner that prevents any paints, paint flakes, primers, blasting abrasives, rust, solvents, degreasers or other waste material from entering the watercourse. • Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse. • Contain paint flakes, abrasives, and other waste materials for safe disposal. • 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. • Never clean equipment in the watercourse or where the wash-water can enter the watercourse. • Unless the debris accumulation is an immediate threat to the integrity of the piers and abutments, time debris removal to avoid disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see the Ontario In-Water Construction Timing Windows), with the exception of ice build-up removal. • Limit the removal of material to that which is necessary to protect piers and abutments. • Remove debris by hand or with machinery operating from shore or a floating barge. |
| <p>Culverts</p> <ul style="list-style-type: none"> - Cleaning; and - Clearing - Lining or re-lining - Etc. | <ul style="list-style-type: none"> ○ Potential harm to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i> or/and the <i>Fisheries Act</i> ○ Accidental spills will degrade environmental quality | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control</i> • <i>Erosion and sediment control;</i> • <i>Spill procedure and emergency response</i> • <i>Wildlife; and</i> • <i>Invasive species</i> ○ *Complete work outside of the fish spawning period and periods of high flooding. Timing windows to conduct projects in or around water may vary by province, species or watercourse and are established by Fisheries and Oceans Canada (DFO) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed⁹. ○ Avoid Maintenance activities during wet and rainy periods. ○ Unless accumulated material (i.e., branches, stumps, other woody materials, garbage, ice build-up, etc.) is preventing the passage of water and/or fish through the structure, time material and debris removal to prevent disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see above). |

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

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| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| | | <ul style="list-style-type: none"> ○ Do not circulate vehicles (e.g. vacuum truck) beyond the boundaries of the work site and leave equipment, waste or other materials, even temporarily without the prior authorization of the NCC. Use existing trails, roads, or cut lines wherever possible to avoid disturbance to the riparian vegetation. ○ Never allow machinery to circulate within any watercourse. ○ Do not store material or equipment within 30 meters of any water bodies. ○ 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. ○ If water (from the truck) is flushed through the culvert, flush at low volumes (gently) as to prevent sedimentation and impacts downstream. ○ Depending on the sensitivity of the downstream fish habitat and amount of sediment in the culvert, consider installing cofferdams and working in the dry prior to vacuuming. ○ Ensure that temporary structures and environmental protection devices allow 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. ○ Remove all sludge, dirt, sand, rocks, grease, and any other solid or semi-solid material resulting from the cleaning operation at the downstream end of the culvert being cleaned (either manually or with suction). Maintains record of the amount and type of material removed for each culvert in a format approved by the NCC. ○ Keep debris in enclosed containers at all times and remove from the site at the end of each day or when the containers are full for appropriate disposal. Under no circumstances will the Contractor be allowed to accumulate debris, etc. on site of work beyond the stated time. |
| <p>Bridges, boardwalks and docks</p> <p>Ex:</p> <ul style="list-style-type: none"> - bridges - boardwalks over watercourse or wetland - docks - etc. <p>Activity:</p> <ul style="list-style-type: none"> - inspecting - reporting | <ul style="list-style-type: none"> ○ Potential release of sediment and/or chemicals to water ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. ○ Potential harm to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i> or/and the <i>Fisheries Act</i> | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control</i> ● <i>Erosion and sediment control; and</i> ● <i>Spills procedure and emergency response</i> ● For any works that involve: <ul style="list-style-type: none"> ○ An activity referred in subsection 5(1) of the <i>Canadian Navigable Waters Act</i>. ○ *An activity referred to in subsection 35(1) or 36(3) of the <i>Fisheries Act</i> ● Where an authorization from regulatory authorities may be required as well as an Impact Assessment, consult the CMO who will in turn liaise with NCC's Environmental Assessment group. ○ Avoid Maintenance activities during wet and rainy periods. |

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| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| <ul style="list-style-type: none"> - cleaning - re-surfacing (removal of paint, staining or painting) - removing standing water - replacing parts - etc. | | <ul style="list-style-type: none"> o *Avoid maintenance activities on bridges or structures where nesting is likely during the the core migratory bird breeding and nesting season season (April 8th to August 28th). If work must proceed during this period, install 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. o Do not use treated wood in or within 15m of water. o Adequately seal drains and open joints before sweeping to prevent material from falling into the watercourse. Sweep bridges thoroughly before washing. o 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. o 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. o When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish. o 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. o Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse. o Contain paint flakes, abrasives, and other waste materials for safe disposal. o 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. o Never clean equipment in the watercourse or where the wash-water can enter the watercourse. o 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, with the exception of ice build-up removal. 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)¹⁰ and/or provincial authorities. o Limit the removal of material to that which is necessary to protect piers and abutments. o Remove debris by hand or with machinery operating from shore or a floating barge. |
| <p>Plumbing, irrigation, and water Examples:</p> <ul style="list-style-type: none"> - decorative fountains - drinking fountains | <ul style="list-style-type: none"> o Spread of contaminated groundwater or soils during excavation. o Accidental spills will degrade | <ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Erosion and sediment control;</i> • <i>Spill protection and emergency response;</i> • <i>Water quality, fish and fish habitat;</i> |

¹⁰ Timing windows by province are available on DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppc/timing-periodes/index-eng.html>] and must be confirmed with NCC Environmental Officer.

Greenbelt Lands Maintenance Management Services

| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
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| <ul style="list-style-type: none"> - outdoor faucets - underground and aboveground water and sewer lines - pit toilets - washroom facilities - pump systems - irrigation controls lines and heads - control panels - etc. <p>Activities:</p> <ul style="list-style-type: none"> - inspecting - installing - cleaning - testing - repairing - maintaining - replacing - water testing - providing portable toilets - providing locates - etc. | <p>environmental quality.</p> <ul style="list-style-type: none"> o Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality. o Damage to archaeological resources as a result of excavation. o Damage to heritage resources by affecting character-defining elements | <ul style="list-style-type: none"> • <i>Heritage resource; and</i> • <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> o <i>Contaminated soils;</i> o <i>Archaeological resources</i> o *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. |
| <p>Fixtures, furniture and buildings (NCC furniture only – fences, stone walls, walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, NCC buildings, kiosks, etc.):</p> <ul style="list-style-type: none"> - Installation - Inspecting - Repairing - Replacing - Cleaning - removing graffiti - painting - staining - displacing furniture - etc. | <ul style="list-style-type: none"> o Accidental spills will degrade environmental quality. o Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. o 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 o Damage to archaeological resources as a result of excavation. o Damage to heritage resources by affecting character-defining elements | <ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Designated substances;</i> • <i>Hazardous materials</i> • <i>Erosion and sediment control;</i> • <i>Wildlife;</i> • <i>Water quality, fish and fish habitat;</i> • <i>Trees;</i> • <i>Archaeology resources; and</i> • <i>Heritage resources; and</i> • <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> o <i>Contaminated soils;</i> o <i>Archaeological resources</i> o *If any evidence of soil contamination at the site is discovered, notify the NCC immediately. o Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. o Cease work if a nest is observed on a structure (e.g. buildings, kiosks, structure roof, etc.). |

Greenbelt Lands Maintenance Management Services

| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <ul style="list-style-type: none"> ○ Avoid any painting prior to a rain event. ○ Avoid cleaning with products containing phosphates. ○ *Consult the CMO from removal or demolition of a building located within 30 meters of a school, hospital or residential building to coordinate preparation of the required Impact Assessment. |
| <p>Snow and ice control (roadways and parking lots, walkways, pathways, sidewalks, steps and building access, buildings, utility service access, trails, lanes, fire lanes, open spaces, fields, etc.):</p> <ul style="list-style-type: none"> - providing equipment and supplies - removing - blowing - plowing - shoveling - clearing - cleaning - sweeping - de-icing - stockpiling - transporting - disposing - providing floor control - emergency services - etc. | <ul style="list-style-type: none"> ○ Road salts enter the environment through losses at salt storage and snow disposal sites and through runoff and splash from roadways. ○ Salt and sand from de-icing may adversely affect fish, fish habitat, and/or water quality as well as adversely affect vegetation, soil, wildlife and ecosystems. ○ Accidental damage to trees. | <ul style="list-style-type: none"> ○ Apply salt at rates that will ensure safety while minimizing amounts of salt applied. ○ Where possible (such as on gravel roads and parking lots), apply sand or a mixture of salt and sand, in consultation with the CMO. ○ If there is not enough space to store snow at edges of parking lots and pathways, dispose of removed snow at an authorized snow dumping facility. ○ Locate snow storage sites such that meltwater that may contain salt is not directed towards waterbodies, water courses or wetlands. Do not dump snow originating from off-site on NCC property. ○ Install snow fencing around trees susceptible to damage from snow removal and transport activities. ○ Do not blow, plow, store, or shovel snow against trees or shrubs or towards waterbodies or wetlands. |
| <p>Litter / recycling pick-up and cleaning:</p> <ul style="list-style-type: none"> - collecting litter and debris - emptying waste receptacles - cleaning fixtures and furniture - sweeping and flushing hard surfaces - bridges and tunnels - removing graffiti and posters from | <ul style="list-style-type: none"> ○ Improper disposal of waste will degrade environmental quality. | <ul style="list-style-type: none"> ○ Dispose of solid waste in accordance with all applicable environmental laws. The Contractor must be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, follow all municipal recycling and composting procedures. ○ Do not burn any waste on NCC property, with the following exception: Branches and cuttings may only be burned on NCC property with prior NCC authorization and with appropriate municipal permits for burning. ○ If requested, for specific periods, report the total weights for waste, recycling and composting disposal ¹¹. ○ Never sweep or push litter or debris into water courses or wetlands. ○ Remove all waste following the completion of works on a site. |

¹¹ Request for these numbers would come from the Sustainable Development Strategy team in the context of meeting NCC Sustainable Development Strategy objectives and would first be discussed with CMO.

Greenbelt Lands Maintenance Management Services

| Maintenance Activity | Potential Environmental Effects | Mitigation Measures |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| all assets - removing vegetative and non-vegetative material in spring - removing spills - Etc. | | |
| Activities carried out entirely within the interior of the building | <ul style="list-style-type: none"> ○ Health and safety effects from the exposure to designated substances or hazardous materials. ○ Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation. ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. | <ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Designated substances;</i> • <i>Hazardous materials</i> • <i>Wildlife; and</i> • <i>Heritage resources</i> ○ *Do not disturb or destroy an active bird nest or bat residence. Prior to undertaking work in buildings where bat or bird nesting is possible: <ul style="list-style-type: none"> • Inspect buildings before construction or maintenance activities to ensure that no active bird nests are present and that there are no bats present. If present, advise the CMO who will in turn notify an NCC Environmental Officer. A survey by a qualified biologist for species protected under the <i>Species at Risk Act</i> or the <i>Migratory Birds Convention Act</i> may be required. • Work outside of bird nesting or hibernation periods and outside of bat maternity and hibernation periods (considered sensitive and critical). • If work is planned be done within these periods, implement exclusion measures of potential entries (i.e. netting, boarding) prior to these periods. • Train staff to identify Species at Risk that could occur in building. In the event a Species at Risk is encountered in the construction area or inside a structure and does not move from the site and construction activities would result in harm to the animal, stop all activities and notify the NCC (who may consult Environment Canada to discuss mitigation options). ○ Avoid cleaning with products containing phosphates, use environmentally friendly cleaning solutions where possible. |

4.13 WORK ENVIRONMENT AND KNOWN RISKS

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, (fall);
- 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.)
- Working in remote (isolated) locations.

4.13.1 Known Risks

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

| | Shirleys Bay | Stony Swamp | Southern Farm & Pinhey Forest | International Airport Sector | Pine Grove | Mer Bleue | Greens Creek |
|-------------------------------------------------------|--------------|-------------|-------------------------------|------------------------------|------------|-----------|--------------|
| Rugged Terrain (General) | X | X | X | X | X | X | X |
| Hill/Slope | | | | X | | X | X |
| Ravine/Escarpment/Cliff | X | | | | | | X |
| Body of Water | X | X | | X | | X | X |
| Confined Space | | X | | | | | |
| Contaminated Area | | | | X | | X | |
| Contaminated Waste (droppings, syringes, etc.) | X | X | X | X | X | X | X |
| Remote Work Area | X | X | X | X | X | X | X |
| High Public Use Area | X | X | X | X | X | | X |
| High Vehicle Use Area | X | X | X | X | X | X | X |
| Drainage Systems – Ditches and Culverts | X | X | X | X | X | X | X |
| SnIC | X | X | X | X | X | X | X |
| Working at Night | | | | | | | |
| Nuisance Wildlife | X | X | X | X | X | X | X |

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TENDER SECURITY REQUIREMENTS

1. The Bidder shall submit tender security with the tender in the form of a bid bond OR a security deposit in an amount of \$ 100,000.00
2. A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494> . The approved form for the bid bond is enclosed at the end of this document.
3. A security deposit shall be an original, properly completed, signed where required and be either:
 - a. a bill of exchange, bank draft or money order payable to the NCC;
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada; or
4. A bill of exchange, bank draft or money order referred to in subparagraph 3)(a) shall be certified by or drawn on:
 - a. a corporation or institution that is a member of the Canadian Payments Association;
 - b. a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province;
 - c. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - d. a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the *Income Tax Act*; or
 - e. Canada Post Corporation.
5. If a bill of exchange, bank draft or money order is drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in paragraph 4), either by letter or by a stamped certification on the bill of exchange, bank draft, or money order.
6. For the purposes of this section, a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable time, a certain sum of money to, or to the order of, the NCC.
7. Bonds referred to in subparagraph 3)(b) shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.

ANNEX B : NCC tender file AL1805 - Tender Security & Contract Security Requirements
ANNEXE B : CCN appel d'offre AL1805- Exigences relatives à la Garantie de soumission et Garantie contractuelle

8. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to the NCC and the amount shall be determined in the same manner as a security deposit referred to above.
9. An irrevocable standby letter of credit referred to in paragraph 8) shall:
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant) or on its own behalf:
 - i. is to make a payment to, or to the order of, the NCC as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the NCC;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC Contract Administrator identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
 - g. clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
 - h. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
10. Tender security shall lapse or be returned as soon as practical following:
 - a. the solicitation closing date, for those Bidders submitting non-compliant tenders; and
 - b. the administrative tender review, for those Bidders submitting compliant tenders ranked fourth to last on the schedule of tenders; and
 - c. the award of contract, for those Bidders submitting the second and third ranked tenders; and
 - d. the receipt of contract security for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
11. Notwithstanding the provisions of paragraph 10) and provided more than three (3) compliant tenders have been received, if one or more of the tenders ranked third to first is withdrawn or rejected for whatever reason, then the NCC reserves the right to hold the security of the next highest ranked compliant tender in order to retain the tender security of at least three (3) valid and compliant tenders

OBLIGATION TO PROVIDE CONTRACT SECURITY

1. The successful Contractor shall, at the Contractor's expense and within 7 days after the date that the Contractor receives notice that the Contractor's bid was accepted by the NCC, obtain and deliver Contract Security to the NCC in one or more of the forms prescribed in TYPES AND AMOUNTS OF CONTRACT SECURITY.
2. If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with RETURN OF SECURITY DEPOSIT and SECURITY DEPOSIT - FORFEITURE OR RETURN.
3. If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
4. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.
5. In addition to the limitation imposed in paragraph 4), the Contractor further acknowledges and agrees that it will not be entitled to have access to the site, nor to commence work pursuant to this contract until it has delivered the Contract Security as specified herein.

TYPES AND AMOUNTS OF CONTRACT SECURITY

1. The successful Contractor shall deliver to the NCC (a), (b) **OR** (c):
 - a. A performance bond and a labour and material payment bond each in an amount that is equal to not less than 20% of the Contract Amount including taxes, or
 - b. A labour and material payment bond in an amount that is equal to not less than 20% of the Contract Amount including taxes, and a security deposit in an amount of \$ 50,000.00, or
 - c. A security deposit in an amount prescribed by subparagraph 1)(b), plus an additional amount of \$ 50,000.00.
2. The amount of a security deposit referred to in subparagraph 1)(b) shall not exceed \$2,000,000 regardless of the Contract Amount including taxes.
3. A performance bond and a labour and material payment bond referred to in paragraph 1) shall be in a form and be issued by a bonding or surety company that is approved by the NCC.
 - a. The approved form for the performance bond is enclosed at the end.
 - b. The approved form for the labour and material payment bond is enclosed at the end.
 - c. The list of approved bonding or surety companies is displayed at the following Website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494> .
4. A security deposit referred to in subparagraphs 1)(b) and 1)(c) shall be in the form of:
 - a. a bill of exchange, bank draft or money order made payable to the NCC and certified by an approved financial institution or drawn by an approved financial institution on itself; or

ANNEX B : NCC tender file AL1805 - Tender Security & Contract Security Requirements
ANNEXE B : CCN appel d'offre AL1805- Exigences relatives à la Garantie de soumission et Garantie contractuelle

- b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
5. For the purposes of subparagraph 4)(a):
 - a. a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a certain sum of money to, or to the order of, the NCC;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 5)(c), either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. An approved financial institution is:
 - d. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - e. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec;
 - f. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - g. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - h. Canada Post Corporation.
6. Bonds referred to in subparagraph 4)(b) shall be provided on the basis of their market value current at the date of the Contract, and shall be:
 - a. made payable to bearer; or
 - b. accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal, or as to principal and interest, in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.

IRREVOCABLE STANDBY LETTER OF CREDIT

1. As an alternative to a security deposit, an irrevocable standby letter of credit is acceptable to the NCC, the amount of which shall be determined in the same manner as a security deposit referred to in TYPES AND AMOUNTS OF CONTRACT SECURITY.
2. An irrevocable standby letter of credit shall:
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf:
 - i. is to make a payment to, or to the order of, the NCC as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the NCC;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or

ANNEX B : NCC tender file AL1805 - Tender Security & Contract Security Requirements
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- iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- b. state the face amount that may be drawn against it;
- c. state its expiry date;
- d. provide for sight payment to the NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC;
- e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- g. clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- h. be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

RETURN OF SECURITY DEPOSIT

1. After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, the NCC shall return to the Contractor all or any part of a Security Deposit that, in the opinion of the NCC, is not required for the purposes of the Contract.
2. After a Certificate of Completion has been issued, the NCC shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
3. If the security deposit was paid to the NCC, the NCC shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the Financial Administration Act.

SECURITY DEPOSIT - FORFEITURE OR RETURN

1. If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, the NCC may convert a security deposit to the NCC's own use.
2. If the NCC converts a security deposit, the amount realized shall be deemed to be an amount due from the NCC to the Contractor under the Contract.
3. Any balance of the amount realized that remains after payment of all losses, damage and claims of the NCC and others shall be paid by the NCC to the Contractor if, in the opinion of the NCC, it is not required for the purposes of the Contract.

EXIGENCES RELATIVES À LA GARANTIE DE SOUMISSION

1. Le soumissionnaire doit inclure dans sa soumission une garantie de soumission sous la forme d'un cautionnement de soumission OU d'un dépôt de garantie. Ladite garantie doit représenter au moins 100 000,00 \$, quel que soit le montant de la soumission.
2. Le cautionnement de soumission doit être établi dans une forme approuvée, être dûment rempli, porter une ou des signatures originales et provenir d'une compagnie dont les cautionnements sont acceptés par la CCN au moment de la clôture des soumissions ou d'une compagnie désignée sur la liste affichée au site Web suivant : <http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=14494>. Le formulaire approuvé de cautionnement de soumission figure à la fin de la présente section.
3. Le dépôt de garantie doit être un original, dûment rempli et signé dans l'espace prévu, ce peut être :
 - a. une lettre de change, une traite bancaire ou un mandat de poste à l'ordre de la CCN; ou
 - b. des obligations du gouvernement du Canada ou des obligations garanties inconditionnellement quant au capital et aux intérêts par le gouvernement du Canada; ou
4. La lettre de change, la traite bancaire ou le mandat de poste visé(e) à l'alinéa 3)a) doit être certifié(e) par ou tiré(e) sur :
 - a. une société ou une institution membre de l'Association canadienne des paiements; ou
 - b. une société qui accepte du public des dépôts dont le remboursement est garanti sans conditions par Sa Majesté du chef d'une province; ou
 - c. une société qui accepte les dépôts assurés par la Société d'assurance-dépôts du Canada ou la Régie de l'assurance-dépôts du Québec jusqu'au maximum permis par la loi; ou
 - d. une société, une association ou une fédération constituée ou organisée comme caisse de crédit ou société coopérative de crédit, qui se conforme aux exigences d'une caisse de crédit, lesquelles sont décrites de façon plus précise à l'alinéa 137(6) (b) de la *Loi de l'impôt sur le revenu*; ou
 - e. la Société canadienne des postes.
5. Si une lettre de change, une traite bancaire ou un mandat de poste est certifié(e) par une institution ou une société autre qu'une banque à charte, elle/il doit être accompagné(e) d'une preuve, sous la forme d'une lettre ou d'une attestation estampillée sur la lettre de change, la traite bancaire ou le mandat de poste confirmant que ladite institution ou société appartient à au moins l'une des catégories mentionnées à l'alinéa 4.
6. Au sens du présent article, une lettre de change est un ordre inconditionnel écrit, signé par le soumissionnaire, donné à une institution financière agréée et obligeant ladite institution à verser, sur demande et à une certaine date, une certaine somme à la CCN ou à l'ordre de cette dernière.
7. Les obligations visées au sous-alinéa 3) b) doivent être fournies à leur valeur courante du marché à la date limite de réception des soumissions, et doivent être
 - a. soit payables au porteur; ou
 - b. soit accompagnées d'un acte dûment exécuté de transfert des obligations à la CCN sous la forme prescrite par le Règlement concernant les obligations intérieures du Canada; ou
 - c. soit enregistrées quant au principal, ou quant au principal et intérêts à la fois au nom de la CCN conformément au Règlement concernant les obligations intérieures du Canada.

ANNEX B : NCC tender file AL1805 - Tender Security & Contract Security Requirements
ANNEXE B : CCN appel d'offre AL1805- Exigences relatives à la Garantie de soumission et Garantie contractuelle

8. Une lettre de crédit de soutien irrévocable est acceptable par la CCN comme alternative à un dépôt de garantie et le montant doit être établi de la même façon qu'un dépôt de garantie mentionné ci-dessus.
9. Une lettre de crédit de soutien irrévocable mentionnée à l'alinéa 8) :
 - a. doit être un arrangement, quel qu'en soit le nom ou la description, en fonction duquel une institution financière (l'émetteur) agissant conformément aux instructions ou aux demandes d'un client (demandeur), ou en son nom propre, qui
 - i. verse un paiement à la CCN, en tant que bénéficiaire;
 - ii. accepte et paye les lettres de change tirées par la CCN;
 - iii. autorise une autre institution financière à effectuer un tel paiement ou à accepter et à payer de telles lettres de change; ou
 - iv. autorise une autre institution financière à négocier, à la suite d'une demande écrite de paiement, à condition que les modalités de la lettre de crédit soient respectées;
 - b. précise la somme nominale qui peut être retirée;
 - c. précise sa date d'expiration;
 - d. prévoit le paiement à vue à la CCN à partir de la lettre de change de l'institution financière sur présentation d'une demande écrite de paiement signée par l'administrateur de contrat de la CCN identifié dans la lettre de crédit par son bureau;
 - e. prévoit que plus d'une demande écrite de paiement puisse être présentée à condition que la somme de ces demandes ne dépasse pas la valeur nominale de la lettre de crédit;
 - f. prévoit son assujettissement aux Règles et usances (usages) uniformes (RUU) relatives aux crédits documentaires, révision de 2007, publication de la CCI no 600;
 - g. précise clairement leur nature irrévocable ou qui est jugée irrévocable en vertu de l'article 6 c) des Règles et usances (usages) uniformes (RUU) relatives aux crédits documentaires, révision de 2007, publication de la CCI no 600 et;
 - h. est émise ou confirmée, dans l'une ou l'autre des langues officielles, par une institution financière qui est membre de l'Association canadienne des paiements et qui est sur le papier en-tête de l'émetteur ou du confirmateur. La mise en page est laissée à la discrétion de l'émetteur ou du confirmateur.
10. La garantie de soumission viendra à échéance ou sera retournée, dans des délais raisonnables, suivant :
 - a. la date de fermeture des soumissions, pour un soumissionnaire dont la soumission est non-conforme; et
 - b. la révision administrative des soumissions, pour les soumissionnaires dont la soumission est conforme et classée du quatrième au dernier rang dans l'échelle de classement; et
 - c. l'octroi du contrat, pour les soumissionnaires dont la soumission est retenue et classée au deuxième et troisième rang dans l'échelle de classement; et
 - d. la réception de la garantie contractuelle, pour le soumissionnaire retenu; ou
 - e. l'annulation de l'invitation, pour tous les soumissionnaires.
11. Nonobstant les dispositions de l'alinéa 10 et à condition que trois (3) soumissions conformes ou plus aient été reçues, si une ou plusieurs des soumissions classées du troisième au premier rang sont retirées ou rejetées, pour quelques raisons que ce soit, la CCN se réserve le droit de retenir la

ANNEX B : NCC tender file AL1805 - Tender Security & Contract Security Requirements
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garantie de la soumission conforme suivante afin de retenir la garantie de soumission d'au moins trois (3) soumissions valides et conformes.

OBLIGATION DE DÉPOSER UNE GARANTIE CONTRACTUELLE

1. L'entrepreneur retenu doit, à ses frais et dans les 14 jours suivant la réception d'un avis confirmant que la CCN accepte son offre, obtenir et déposer auprès de la CCN une garantie contractuelle sous l'une ou plusieurs des formes prescrites dans la TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE.
2. Si la totalité ou une partie de la garantie contractuelle déposée se présente sous la forme d'un dépôt de garantie, cette garantie est conservée et traitée conformément à la REMISE DU DÉPÔT DE GARANTIE et à la DÉPÔT DE GARANTIE - CONFISCATION OU REMISE.
3. Si une partie de la garantie contractuelle déposée se présente sous la forme d'un cautionnement pour le paiement de la main-d'œuvre et des matériaux, l'entrepreneur doit en afficher une copie à l'emplacement des travaux.
4. Le dépôt de la garantie contractuelle, selon les modalités précisées dans les présentes, constitue une des conditions préalables à l'autorisation du premier paiement progressif.
5. En plus des limites imposées en vertu de l'alinéa 4), l'entrepreneur reconnaît et accepte qu'il n'aura pas accès au site des travaux, ni ne pourra commencer les travaux visés par le contrat, jusqu'à ce qu'il ait versé la garantie contractuelle selon les modalités précisées dans les présentes.

TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE

1. L'entrepreneur retenu doit déposer auprès de la CCN soit a), b) **OU** c):
 - a. Un cautionnement d'exécution et un cautionnement pour le paiement de la main-d'œuvre et des matériaux, représentant chacun au moins 20 % du montant du contrat, taxes incluses, ou
 - b. Un cautionnement pour le paiement de la main-d'œuvre et des matériaux pour une somme, représentant au moins 20 % du montant du contrat, taxes incluses, et un dépôt de garantie représentant un montant de 50 000,00 \$, ou
 - c. Un dépôt de garantie représentant le montant de garantie prescrit au sous-alinéa 1)b) , majoré d'un supplément s'élevant à un montant de 50 000,00 \$.
2. Le montant maximum du dépôt de garantie requis en vertu du sous-alinéa 1)b) de la CG9.2 est de 2 000 000 \$, quel que soit le montant du contrat taxes incluses.
3. Le cautionnement d'exécution et le cautionnement pour le paiement de la main-d'œuvre et des matériaux mentionnés à l'alinéa 1) doivent être présentées en utilisant un formulaire approuvé par la CCN et provenir d'une compagnie de cautionnement reconnue par la CCN.
 - a. Le formulaire approuvé de cautionnement d'exécution est inclus à la fin de la section.
 - b. Le formulaire approuvé de cautionnement pour le paiement de la main-d'œuvre et des matériaux est inclus à la fin de la section. ; et

ANNEX B : NCC tender file AL1805 - Tender Security & Contract Security Requirements
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- c. La liste des compagnies de cautionnement reconnues est affichée sur le site Web suivant :
<http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=14494>
4. Le dépôt de garantie mentionné aux sous-alinéas 1)b) et 1)c) consiste en:
 - a. une lettre de change, une traite bancaire ou un mandat de poste établi à l'ordre de la CCN et certifié par une institution financière approuvée ou tiré par une institution financière approuvée sur son propre compte; ou
 - b. des obligations du gouvernement du Canada ou des obligations garanties inconditionnellement quant au capital et aux intérêts par le gouvernement du Canada.
5. Aux fins du sous-alinéa 4)a) :
 - a. une lettre de change est un ordre inconditionnel donné par écrit par l'entrepreneur à une institution financière agréée et obligeant ladite institution à verser, sur demande et à une certaine date, une certaine somme à la CCN ou à l'ordre de cette dernière;
 - b. si une lettre de change, une traite bancaire ou un mandat de poste est certifié(e) ou tiré par une institution financière ou une institution autre qu'une banque à charte, elle/il doit être accompagné(e) d'une lettre ou d'une attestation estampillée confirmant que l'institution financière appartient à au moins l'une des catégories mentionnées au sous-alinéa 5)c) ;
 - c. une institution financière agréée est :
 - i. une société ou institution membre de l'Association canadienne des paiements;
 - ii. une société qui accepte les dépôts assurés par la Société d'assurance-dépôts du Canada ou la Régie de l'assurance-dépôts du Québec, et ce, jusqu'au maximum autorisé par la loi;
 - iii. une société qui accepte les dépôts du public et pour laquelle le remboursement des dépôts est garanti par Sa Majesté au nom d'une province;
 - iv. une société, une association ou une fédération constituée ou organisée comme caisse de crédit ou société coopérative de crédit, qui se conforme aux exigences d'une caisse de crédit, lesquelles sont plus amplement décrites au paragraphe 137(6) de la *Loi de l'impôt sur le revenu*; ou
 - v. La Société canadienne des Postes.
6. Les obligations mentionnées au sous-alinéa 4)b) doivent être fournies à leur valeur courante sur le marché à la date du contrat et être :
 - a. payables au porteur; ou
 - b. accompagnées d'un document de transfert dûment exécuté à l'ordre de la CCN, et dans la forme prescrite par le *Règlement sur les obligations intérieures du Canada*; ou
 - c. soit enregistrées quant au capital ou quant au capital et aux intérêts au nom de la CCN, conformément au *Règlement sur les obligations intérieures du Canada*.

LETTRÉ DE CRÉDIT IRRÉVOCALE

1. En tant que solution de remplacement à un dépôt de garantie, la CCN accepte une lettre de crédit irrévocable, dont le montant est établi selon les modalités prévues pour un dépôt de garantie visé dans la *CG9.2 Types et montants de la garantie contractuelle*.

2. La lettre de crédit irrévocable doit:
 - a. constituer une disposition, quelle que soit sa désignation ou description, en vertu de laquelle une institution financière (l'« émetteur »), agissant à la demande et selon les instructions d'un client (le « requérant »), ou à son nom,
 - i. doit verser un paiement à la CCN ou l'établir à son ordre, à titre de bénéficiaire;
 - ii. doit accepter et payer les lettres de change tirées par la CCN;
 - iii. autorise une autre institution financière à effectuer un tel paiement ou à accepter et payer lesdites lettres de change; ou
 - iv. autorise une autre institution financière à négocier, à la suite d'une demande écrite de paiement, à condition que les termes et conditions de la lettre de crédit soient respectés.
 - b. indiquer le montant nominal que l'on peut tirer;
 - c. porter une date d'expiration;
 - d. prévoir le paiement à vue à l'ordre de la CCN à partir de la lettre de change de l'institution financière sur présentation d'une demande écrite de paiement signée par la CCN;
 - e. prévoir que plus d'une demande écrite de paiement puisse être présentée à condition que la somme de ces demandes ne dépasse pas la valeur nominale de la lettre de crédit;
 - f. prévoir son assujettissement aux Règles et usances (usages) uniformes relatives aux crédits documentaires de la Chambre de commerce internationale (CCI), révision de 2007, publication n^o 600 de la CCI;
 - g. préciser clairement qu'elle est irrévocable ou qu'elle est réputée l'être conformément à l'alinéa 6c) des Règles et usances (usages) uniformes relatives aux crédits documentaires de la Chambre de commerce internationale (CCI), révision de 2007, publication n^o 600 de la CCI;
 - h. être émise ou confirmée par une institution financière agréée sur son papier à en-tête, dans l'une ou l'autre des langues officielles avec une mise en page à la discrétion de l'émetteur ou du confirmateur.

REMISE DU DÉPÔT DE GARANTIE

1. Après la délivrance du certificat d'achèvement substantiel et à condition que l'entrepreneur n'ait pas manqué à ses engagements en vertu du contrat ou ne soit pas en défaut au terme du contrat, la CCN doit retourner à l'entrepreneur la totalité ou toute partie du dépôt de garantie qui, de l'avis de la CCN, n'est pas requise aux fins du contrat.
2. Après la délivrance du certificat d'achèvement, la CCN doit retourner à l'entrepreneur le solde de tout dépôt de garantie, sauf stipulation contraire du contrat.
3. Si le dépôt de garantie a été versé, la CCN doit payer à l'entrepreneur l'intérêt sur ledit dépôt selon le taux établi en application de l'article 21(2) de la *Loi sur la gestion des finances publiques*.

DÉPÔT DE GARANTIE – CONFISCATION OU REMISE

1. Si les travaux sont retirés à l'entrepreneur ou que ce dernier manqué à ses obligations ou est en défaut aux termes du contrat, la CCN peut s'approprier le dépôt de garantie, s'il en est.
2. Si la CCN s'approprie le dépôt de garantie, le montant obtenu en l'occurrence est réputé être un montant payable à l'entrepreneur par la CCN en vertu du contrat.
3. Tout solde du montant obtenu, s'il en est, après paiement de toutes pertes, dommages ou réclamations de la CCN et des tiers, sera payé par la CCN à l'entrepreneur si, selon la CCN, ce solde n'est pas nécessaire pour les fins du contrat.

NCC-CCN

Annex C – Point Rated Technical Criteria

Greenbelt Lands Maintenance Management Contract

Annex C – Point Rated Technical Criteria
Greenbelt Maintenance Management Services

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Annex C – Point Rated Technical Criteria Greenbelt Maintenance Management Services

1 Context

Based on the principles of honesty, fairness and integrity and through the establishment and use of a transparent procurement process and system, the NCC is committed to the efficient and cost-effective procurement of goods and services to support its mandate. Since the middle of the 1990's, the NCC has outsourced the provision of operation and Maintenance services to the private sector. In doing so, the NCC is committed to the creation of maximum value for money through the application of high quality standards. The NCC's Stewardship Branch is seeking proposals from entrepreneurs who are experienced, suitably qualified service providers, and who share these objectives and values. In order to attain these objectives, the Stewardship Branch is proceeding with a Best-Value procurement approach.

2 General Instructions

2.1 Language Requirements

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

3 Proposal Evaluation Process

The evaluation process has four (4) stages:

Stage 1 – verifies that the Proposal meets the mandatory requirements.

Stage 2 – evaluates the Proposals that pass stage 1 and attributes point value scores according to the rated requirements specified.

Stage 3 – evaluates the Proposals that pass stage 2 and attributes point value scores according to the rated requirements specified.

Stage 4 – evaluates the financial proposal of Proposals that pass stage 3 and attributes point value scores according to the rated requirements specified.

3.1 Page Count

A specified maximum number of pages (see below) are indicated for each of the sections of the Proposal. This is required to ensure that Proposals are clear and concise. Scoring/evaluation points will be removed for any section of the Proposal that surpasses the specified maximum number of pages.

Annex C – Point Rated Technical Criteria
Greenbelt Maintenance Management Services

Page count:

One 8.5” x 11” page - text printed on one side (single sided) = 1 page

One 8.5” x 11” page - text printed on two sides (double sided) = 2 pages

One 11” x 17” page - text printed on one side (single sided) = 2 pages

One 11” x 17” page - text printed on two sides (double sided) = 4 pages

Items that do not factor in the page count:

- Company cover letter,
- Financial statements,
- Tender security,
- Personnel CVs,
- Technical proposal section separators
- All RFP appendices

The use of binders for technical proposals is discouraged. Binding spirals are preferred to binders.

3.2 Point Allocation per Rated Requirement

The Proponent shall ensure that all rated requirements indicated herein are appropriately and fully covered in his/her Proposal. Proponents must respond within their Proposal to each rated requirement. The omission of any information requested as part of this RFP shall result in the deduction of evaluation/scoring points.

Proposals that do not achieve the minimum required technical score for **each** stage shall be deemed non-responsive and receive no further consideration. In such cases, the Fee Proposal envelopes shall be returned unopened to the Proponent.

| STAGE 1 | REQUIREMENT | VALUE | SECTION |
|-----------------|-------------|-----------|---------|
| Company profile | Mandatory | Pass/fail | 3.3.1 |
| Financials | Mandatory | Pass/fail | 3.3.2 |
| Tender Security | Mandatory | Pass/fail | 3.3.3 |

Pass/fail

Annex C – Point Rated Technical Criteria
Greenbelt Maintenance Management Services

STAGE 2 – Experience

| | | | |
|--------------------|-------|-----------|-------|
| Company experience | Rated | 40 points | 3.4.1 |
|--------------------|-------|-----------|-------|

22 points required to pass and proceed to stage 3 40 points

STAGE 3 – Operations Plan

| | | | |
|-----------------------|-------|-----------|-------|
| Summary | Rated | 5 points | 3.5.1 |
| Organizational Charts | Rated | 10 points | 3.5.2 |
| Work Responsibilities | Rated | 10 points | 3.5.3 |
| Work schedules | Rated | 25 points | 3.5.4 |
| Separate work plans | Rated | 10 points | 3.5.5 |

42 points required to pass and proceed to stage 3 60 points

STAGE 4 – Fee Proposal

| | | | |
|-----------------------------------------|-------|-----------|-----|
| Fixed fee proposal | Rated | 40 points | 3.6 |
| Unit rates for standing offer agreement | Rated | 5 points | 3.6 |

45 points

Annex C – Point Rated Technical Criteria
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Rated requirement categories shall be evaluated and shall have points attributed according to the following point distribution criteria.

| | | | | | | |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY EXPERIENCE | 10 points per example plus 1 additional point per operation category to a maximum of 40 points <ul style="list-style-type: none"> ▪ Example: Value of contract over one operational year 300K Operational categories: Landscape, Civil, and Snow and Ice Control: The bidder would receive 10 points for the example and 3 additional points for the operation categories for a total of 13 points awarded | | | | | |
| | 0% | 20% | 40% | 70% | 85% | 100% |
| SUMMARY | Did not submit information which could be evaluated | Extremely poor summary; lacks complete or almost complete understanding of the required summary of key contract activities in order to deliver the service requirements | Limited summary; has some understanding of the required contract activities but lacks adequate understanding of the required summary of key contract activities in order to deliver the service requirements | Adequate summary; demonstrates a good understanding of the required key contract activities in order to deliver the service requirements | Very good summary; demonstrates a very good understanding of the required key contract activities in order to deliver the service requirements | Superior summary; demonstrates an excellent understanding of the required key contract activities in order to deliver the service requirements |
| ORGANIZATIONAL CHART(S) | Did not submit information which could be evaluated | Extremely poor, insufficient organizational chart(s); lacks complete or almost complete understanding of the required organizational structure in order to deliver the service requirements | Limited organizational chart(s); has some understanding of the required organizational structure but lacks adequate understanding of the required organizational structure in order to deliver the service requirements | Adequate organizational chart(s); demonstrates a good understanding of the required organizational structure in order to deliver the service requirements | Very good organizational chart(s); demonstrates a very good understanding of the required organizational structure in order to deliver the service requirements | Superior organizational chart(s); demonstrates an excellent understanding of the required organizational structure in order to deliver the service requirements |
| WORK RESPONSIBILITIES | Did not submit information which could be evaluated | Extremely poor description of work responsibilities; lacks complete or almost complete understanding of the work responsibilities in order to deliver the service requirements | Poor description of work responsibilities; has some understanding of the requirements but lacks adequate understandings of work responsibilities in order to deliver the service requirements | Adequate description of work responsibilities; demonstrates a good understanding of the requirements in work responsibilities in order to deliver the service requirements | Very good description of work responsibilities; demonstrate a very good understanding of the requirements in work responsibilities in order to deliver the service requirements | Superior description of work responsibilities; demonstrate a excellent understanding of the requirements in work responsibilities in order to deliver the service requirements |
| WORK SCHEDULES | Did not submit information which could be evaluated | Poor and insufficient schedules; lacks complete or almost complete understanding of the scheduling requirements in order to deliver the service requirements | Limited schedules; has some understanding of the scheduling requirements but lacks adequate understandings in some areas of the scheduling requirements in order to deliver the service requirements | Adequate schedules; demonstrates a good understanding of the scheduling requirements in order to deliver the service requirements | Very good schedules; demonstrates a very good understanding of the scheduling requirements in order to deliver the service requirements | Superior schedules; demonstrates an excellent understanding of the scheduling requirements in order to deliver the service requirements |
| SEPARATE WORK PLANS | Did not submit information which could be evaluated | Poor and insufficient plan; lacks complete or almost complete understanding of the planning requirements in order to deliver the service requirements | Limited plan; has some understanding of the requirements but lacks adequate understandings in some areas of the planning requirements in order to deliver the service requirements | Adequate plan; demonstrates a good understanding of the planning requirements in order to deliver the service requirements | Very good plan; demonstrates a very good understanding of the planning requirements in order to deliver the service requirements | Superior plan; demonstrates an excellent understanding of the planning requirements in order to deliver the service requirements |

Annex C – Point Rated Technical Criteria Greenbelt Maintenance Management Services

3.3 STAGE 1: Mandatory Requirements

All Proposals that are received on time will be reviewed to verify compliance with the mandatory requirements of the RFP. Proposals complying with the mandatory requirements shall be considered compliant and will proceed to stage 2 of the evaluation process. Proposals that are not in compliance with the mandatory requirement shall be treated as non-compliant and receive no further consideration.

3.3.1 Company Profile

Two (2) pages or less.

Proponents must clearly demonstrate that their organization and team (including subcontractors, if any) possess the necessary experience, quality of workmanship and financial capability to deliver the full range of services stipulated in the RFP. Proponents shall provide the following information:

- Name and describe the legal entity with which the NCC will be dealing;
- Provide the address of the Proponent's head office and those of any additional locations;
- Include a description of the ownership, control and structure of the business;
- Indicate the number of years the company has been in business;
- Identify the various types of Maintenance services provided by the Proponent to his/her current and former clients;
- Names and résumés of the company president and executive director;
- The Proponent must also provide:
 - Its OHS Company Policy and Program (key responsibilities for supervisor/employees specific to work comparable to the work identified in this Proposal Call);
 - Its history relating to accidents (for at least three years, or if the Proponent has existed for less than three years, since its existence)

3.3.2 Financial

Provide one letter from the financial institution with which the Proponent currently does business. The letter shall contain the following information:

- A confirmation of either none or the existence of secured claims and security pledged;
- A statement of the operating line of credit;

3.3.3 Provide Tender Security

Refer to Annex B

Annex C – Point Rated Technical Criteria
Greenbelt Maintenance Management Services

3.4 STAGE 2: Technical Proposal (Profile and Experience)

Each technical proposal in compliance with stage 1 will be evaluated and rated according to the prescribed criteria.

3.4.1 Company Experience

Two (2) pages or less.

Bidders must provide three (3) examples of contracts completed (or currently in progress) within the past seven (7) years. A brief description of the client's expectations should be provided for each example. Each example will be evaluated according to the following criteria:

1. In order to be considered, examples provided must have a minimum monetary value exceeding two hundred and fifty thousand dollars (\$250,000.00) per Year.
2. At least one of the examples must be for work performed in the National Capital Region.
3. Points will be attributed for examples that require(d) the Bidder to supply services in the following operational categories:
 - a. Landscape: turf Maintenance, bush clearing and tree felling, pruning, general grounds maintenance;
 - b. Civil: Maintenance of; open drainage systems and culverts, picnic tables and small assets, small buildings and structures, signage supports, gates and fences, road and trail surfaces, docks and boardwalks, washroom facilities;
 - c. Snow and Ice Control: snow clearing and removal using small, medium and large equipment;
 - d. Waste management and cleaning: waste collection and hauling, cleaning of washroom facilities.

3.5 STAGE 3: Technical Proposal Evaluation (Operations Plan)

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

- Summary;
- Organizational Chart;
- Work Responsibilities;
- Employees;
- Work Schedule ; and
- Separate Work Plans.

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

- Company controlled services and services delivered by subcontractors;

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- Method of monitoring to ensure the provision of high-quality services;
- Planned environmental protection measures.

The Operations Plan and Separate Work Plans shall be evaluated on the following criteria in conjunction with the rated requirements descriptions and table 2:

Concise, coherent and comprehensible Plans (e.g. evaluation of quality of information provided):

- All key activities indicated or incorporated into various sections (e.g., Summary, Organizational Chart, etc.) are included in the Plan.*
- Information is well organized, structured and to the point.
- Main points of the Summary have been taken into consideration and integrated into other sections of the Operations Plan or into the Separate Work Plans.
- It is easy to understand how the Proponent will operate.
- The Proponent clearly understands the Scope of Work of the Contract.
- The proposed manner in which the Proponent wishes to operate is suitable for this kind of Contract.
- Sufficient and appropriate resources to accomplish the work are identified and available.
- The Plan is deemed functional, realistic and implementable.
- The Plan can and will once implemented, deliver optimal quality of services in a timely fashion.

* Criterion applicable only to Operations Plan and not Separate Work Plans.

3.5.1 Summary

Two (2) pages or less.

Provide a summary indicating the manner in which the Proponent will be operating the Contract (e.g., summarize the plan that you are submitting; the summary must highlight all major functions (Landscape, Civil, Snow and Ice Control, waste/ cleaning, etc.) of the Contract and must also demonstrate your understanding of the Contract.

3.5.2 Organizational Charts

Four (4) pages or less for summer, and, four (4) pages or less for winter.

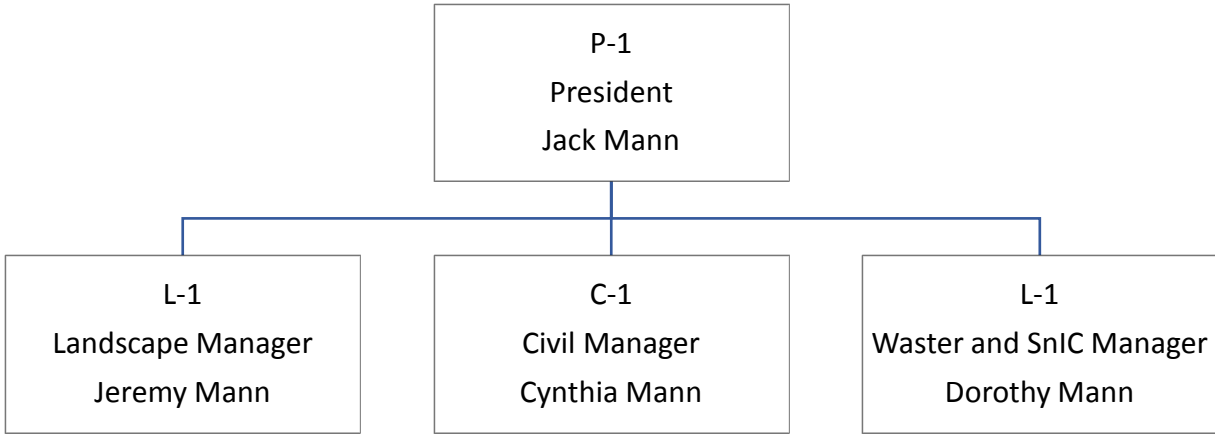
Provide two (2) organizational charts (one (1) for summer and one (1) for winter) describing all management, supervisory and Maintenance positions proposed for the Contract:

- Organizational structure of all key personnel (i.e. Owner, president, operations manager, civil manager, landscape manager, administration manager, and crew leaders/supervisors). Services for Special Maintenance Programs and event support must also be considered when creating maintenance positions;
- Number of staff members anticipated to report to each manager/supervisor;
- For each position, provide a position code, a position title, the name of personnel for each position and the percentage of time that individual will be assigned to this contract;

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Greenbelt Maintenance Management Services

- Indicate the reporting relationships between positions (e.g., lines and levels on chart indicating supervisory relationships).

EXAMPLE



3.5.3 Work Responsibilities

Four (4) pages or less.

Provide a table describing the responsibilities of each position indicated in the Organizational Chart;

Provide for each key position:

- The same code, title and name of personnel as the ones assigned in the Organizational Chart;
- The percentage of time that individual will be assigned to this contract;
- A listing and description of all responsibilities assigned to a position.

| Position Functions – (Sample) | |
|--------------------------------------------|-------------------------------------------------------------------------|
| Position | Responsibilities |
| P-1 President Jack Mann | Manages budgeting and reporting functions of the Contract. |
| L-1 Landscape Manager Jeremy Mann | Manages all Landscaping operations of the Contract. |
| C-1 Civil Manager Cynthia Mann | Manages all Civil operation functions of the Contract. |
| W-1 Waste and SNIC Manager Dorothy Mann | Manages all waste and snow removal operation functions of the Contract. |

Annex C – Point Rated Technical Criteria Greenbelt Maintenance Management Services

3.5.4 Work Schedules

Sixteen (16) pages or less.

Describe how the company would organize the following key Maintenance activities by completing the form in Appendix A-7-H. For each site, identify how many person hours per week the proponent anticipates assigning in each maintenance category (turf, landscape, civil, waste, SnIC, etc.):

1. One typical work week in early July when grass is still growing;
2. One typical work week in January.

3.5.5 Separate Work Plans

Eight (8) pages or less.

Provide a brief work plan indicating how you will manage the following:

- Start-up operations (April 1st of the first Year of the Term of the Contract);
- Response to emergencies;
- Site Monitoring/Quality Control.

3.6 STAGE 4: Financial bid

See Appendix D Financial bid

NCC-CCN

Annex D – Financial Proposal

Greenbelt Lands Maintenance Management Contract

Annex D – Financial Proposal

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1 Currency

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

2 Delivery of Financial Proposal

The Financial Proposal must be submitted in a separately sealed and clearly marked envelope B (do not insert any other document in this envelope B). The Fixed Fee and cost breakdowns and any other financial information identified in the said Financial Proposal must not appear in the Technical Proposal

Facsimile or electronically transmitted Financial Proposals will be treated as non-compliant and will receive no further consideration. However, where a formal Technical & Financial Proposal has been received on time at the specified address, amendments thereto by facsimile are acceptable provided that such amendments be also received prior to the RFP closing date and time and only at the facsimile number 613-239-5012, be on company letterhead and be signed and dated. All such amendments shall be addressed to the Contracting Authority and shall set forth complete details of all changes in order to be considered as an integral part of the Detailed Proposal. Note that revisions to the Financial Proposal cannot be transmitted by fax and must be delivered to the noted address in a sealed Envelope B clearly indicating 'NCC tender file AL1805– Envelope B - Revision dated yyyy-mm-dd'. Repeat if necessary. Annex 7-A (1), (2), (3), (4) and (5) forms must be complete, dated and submitted. Most recent revision has precedence over previous version(s).

3 Financial Proposal

The forms identified as Annex D-A (1), (2), (3), (4) and (5) shall be properly completed and signed.

Annex D-A-(2)

Corporation: If this Detailed Proposal is made by a corporation, the full name of the company shall be accurately PRINTED in the space provided for that purpose (name of Bidder), the form shall be signed by the duly authorized representatives of the company.

Partnership: If this Detailed Proposal is made by a Partnership, the firm name or the business name shall be accurately PRINTED in the space provided for that purpose (Name of Bidder) and the names of all partners shall be PRINTED immediately under their respective signatures

Sole Proprietorship: If this Detailed Proposal is made by an individual carrying on business under a name other than his/her own, his/her business name together with the name of the sole proprietor shall be accurately PRINTED in the space provided for that purpose (Name of 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.

Unsigned Annex D-A (2) form received shall render the Bidder's Proposal non-compliant, result in disqualification and shall receive no further consideration.

Annex D – Financial Proposal

In Annex D-A (3), unit fees to be inserted with an all-inclusive lump sum rate in Canadian dollars excluding taxes. All rates must be representative of the services/goods for each item.

In Annex D-A (5), five (5) unit prices to be inserted with an all-inclusive lump sum rate in Canadian dollars excluding taxes. All rates must be representative of the services/goods for each item.

Percentage increases for inflation for years 2, 3, 4 and 5 of the Contract have already been set at 2.0% per year for Annex D-A-(3). Yearly percentage increases of 2.0% for inflation are applied only to the fixed fee amounts of lines 1 through 7 (Sites) of Annex 7-A-(3) and the SOA unit rate fees in Annex 7-A-(4) for fiscal year 2 thru to fiscal year 5.

Complete all totals including Subtotal, Taxes and GRAND TOTAL. Transfer the GRAND TOTAL to Annex D-A (1).

Unit price boxes for twenty-six (26) SOA items in Annex D-A-(4) to be inserted with an all-inclusive unit rate in Canadian dollars excluding taxes and must be representative of the services performed for each item. Complete all Extended Totals in Annex D-A-(4) including Subtotal. All rates must be representative of the services/goods for each item.

Annex D-A (6) is a worksheet only to assist Bidders in determining the price for the services. The NCC is providing the Excel file as a tool but note the NCC is not responsible for the accuracy of the Excel tool

4 Annexes

4.1.1 Annex D-A-(1)

FEE PROPOSAL (in Canadian Dollars)

Request for Proposal: NCC tender file No. AL1805

TO: Procurement Services

National Capital Commission,

40 Elgin Street, Security Office on the 2nd floor

Ottawa, Ontario, K1P 1C7

Refer to NCC tender file No. AL1805

I/We _____
(Name of Bidder)

Business Address _____

I/We have carefully examined the RFP documents including site maps).

I/We hereby offer to provide the goods and services in a careful and workmanlike manner described in the NCC tender file # AL1806 for the five (5) year GRAND TOTAL including all applicable taxes of:

GRAND TOTAL _____

*(transferred from Annex D-A (3))

I/We undertake to enter into a Contract, incorporating all Terms and Conditions of the RFP, for the execution of the goods and services if notified by the NCC of the acceptance of the Proposal. Award of this RFP shall be in accordance with the Terms and Conditions identified in NCC tender file # AL1806. I/We undertake to be bound by the Terms and Conditions of the RFP and resulting Contract.

Annex D – Financial Proposal

4.1.2 Annex D-A (2)

ADDENDA

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

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

SIGNATURE

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

This _____ day of _____, 2020.

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

Signature of Bidder/Position Signature of Witness

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

Signature of Bidder/Position Signature of Witness

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

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.

Contract Contact _____

Business Telephone _____

Email _____

Annex D – Financial Proposal

4.1.3 Annexes D-A (3), and (5)

Annex D-A (3)

BIDDER / SOUMISSIONNAIRE:

| | | | + 2.0 % inflation increase from year 1 rates | + 2.0 % inflation increase from year 2 calculated rates | + 2.0 % inflation increase from year 3 calculated rates | + 2.0 % inflation increase from year 4 calculated rates | Note inflation increase set at 2.0% per year |
|------------------------------------------------------------------------|-------------------------------------------------------------|--------------------|----------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------|
| | | | 2.0% | 2.0% | 2.0% | 2.0% | |
| Item | Sites/Services/Allowances | | Fiscal Year 1 (Apr 1/20 - Mar 31/21) | Fiscal Year 2 (Apr 1/21 - Mar 31/22) | Fiscal Year 3 (Apr 1/22 - Mar 31/23) | Fiscal Year 4 (Apr 1/23 - Mar 31/24) | Fiscal Year 5 (Apr 1/24 - Mar 31/25) |
| 1 | Shirley's Bay Sector | (from Annex D-A-6) | | | | | |
| 2 | Stoney Swamp Sector | (from Annex D-A-6) | | | | | |
| 3 | Pihney Forest Sector | (from Annex D-A-6) | | | | | |
| 4 | Pine Grove Sector | (from Annex D-A-6) | | | | | |
| 5 | Airport Sector | (from Annex D-A-6) | | | | | |
| 6 | Mer Bleue Sector | (from Annex D-A-6) | | | | | |
| 7 | Green's Creek Sector | (from Annex D-A-6) | | | | | |
| Only items 1 to 7 are subject to the +2.0% inflation increase per year | | | | | | | |
| 8 | Tree removals (7.1.3) | (from Annex D-A-5) | | | | | |
| 9 | Replacement of lost, stolen, damaged Assets (6.7) allowance | (from Annex D-A-5) | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| SUB-TOTAL (A) | | | | | | | |
| 13% OHST (A x 0.13) = (B) | | | | | | | |
| GRAND TOTAL (A + B) = (C) | | | | | | | \$ - |

FIVE (5) YEAR GRAND TOTAL

Annex D-A (5)

BIDDER / SOUMISSIONNAIRE:

| | All inclusive fixed fees (without taxes) | | | | |
|-------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
| | Fiscal Year 1 (Apr 1/20 - Mar 31/21) | Fiscal Year 2 (Apr 1/21 - Mar 31/22) | Fiscal Year 3 (Apr 1/22 - Mar 31/23) | Fiscal Year 4 (Apr 1/23 - Mar 31/24) | Fiscal Year 5 (Apr 1/24 - Mar 31/25) |
| Tree removal (6.1.3) | | | | | |
| Replacement of lost, stolen, damaged Assets (6.7) allowance | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |

Transfer these amounts to Lines 8 and 9 of Annex D-A (3)

Annex D – Financial Proposal

4.1.4 Annex D-A-(4): Unit Rates for a Standing Offer Agreement (SOA)

Refer to separate annex D-A-(4).

All unit rate fees in column B to be filled in. Unit rates in column B completed as not applicable (n/a), zero, no value, \$ 0 or left blank will be assessed a 0.50 point reduction penalty per unit rate.

Unit rates are to be used for any alterations to the scope of the Contract (see SOW) and for the establishment of a Standing Offer Agreement (SOA). The NCC reserves the right not to include certain tasks or services in the Standing Offer Agreement and/or not to establish a Standing Offer Agreement with the Contractor if the rates don't reflect current market rates.

A minimum call-up of 3 hours shall apply to tasks identified with an asterisk (*). The 3 hour minimum shall be applicable only once per task, project or invoice.

For all other tasks where an hourly rate applies, a minimum call-up of 1 hour shall apply. The 1 hour minimum shall be applicable only once per task, project or invoice.

The Contractor shall supply a copy of certification for full-time employees. Proof of subcontractor's certification shall be supplied upon request from CMO.

Truck = pickup.

Tools = shovel, rake, etc.

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

Where requested on this form, crew size, equipment size and/or capacity must be listed.

Annex D – Financial Proposal

4.1.5 Annex D-A (6)

Annex D-A (6) is a worksheet only to assist Bidders in determining the price for the services. The NCC is providing the Excel file as a tool but note the NCC is not responsible for the accuracy of the Excel tool.

| BIDDER / SOUMISSIONNAIRE: | | | | | | | | |
|-------------------------------------------------------------------|--------------------------------------------|-------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------|--------------------------------|
| SERVICES CATEGORY | CATÉGORIE DE SERVICES | ITEM # / NO. ITEM | STANDING OFFER AGREEMENT (SOA) ITEM DESCRIPTION | CONVENTION OFFRE A COMMANDES DESCRIPTION DE L'ITEM | A | | B | C = A x B |
| | | | | | BID QTY (for bid evaluation purposes only) QTÉ DE SOUMISSION (pour évaluer les soumissions seulement) | | FISCAL YEAR 1 UNIT RATE EXCL. TAXES ANNÉE FISCALE 1 - TAUX UNITAIRE EXCL. TAXES | EXTENDED TOTALS TOTALS CALCULÉ |
| General Labour | Travail générale | 1 | 1 person with small truck, tools and equipment | 1 personne avec petit camion, outils et équipement | 40 | per / par | hour / heure | |
| | | 2 | Crew of 2 with truck, tools and equipment | Équipe de 2 personnes avec camion, outils et équipement | 55 | per / par | hour / heure | |
| | | 3 | Crew of 3 with truck, tools and equipment | Équipe de 3 personnes avec camion, outils et équipement | 25 | per / par | hour / heure | |
| | | 4 | * Crew of 3 with chipper and appropriate tools | * Équipe de 3 avec déchiquteur et outils appropriés | 15 | per / par | hour / heure | |
| Certified Trades and Specialized Services | Services spécialisés et/ou métier | 5 | * Electrician with truck and appropriate tools | * Électricien avec camion et outils appropriés | 10 | per / par | hour / heure | |
| | | 6 | Carpenter with truck and appropriate tools | Menuisier avec camion et outils appropriés | 5 | per / par | hour / heure | |
| | | 7 | Plumber with truck and appropriate tools | Plombier avec camion et outils appropriés | 5 | per / par | hour / heure | |
| | | 8 | * Welder with truck and appropriate tools | * Soudeur avec camion et outils appropriés | 10 | per / par | hour / heure | |
| | | 9 | * Mason with truck and appropriate tools | * Maçon avec camion et outils appropriés | 5 | per / par | hour / heure | |
| | | 10 | * Structural, aesthetic pruning by arborist (1), certified climber (1) and ground crew (1) | * Émondage structural et esthétique par un arboriste reconnu, un grimpeur qualifié et sont équipe au sol | 55 | per / par | hour / heure | |
| | | 11 | Arborist with appropriate tools | Arboriste avec outils appropriés | 25 | per / par | hour / heure | |
| | | 12 | Arborist with 1 helper and appropriate tools | Arboriste et adjoint avec outils appropriés | 25 | per / par | hour / heure | |
| | | 13 | Arborist with 2 helpers and appropriate tools | Arboriste, deux adjoints avec outils appropriés | 10 | per / par | hour / heure | |
| | | 14 | * Arborist with 2 helpers, chipper and appropriate tools. | * Arboriste, deux adjoints, déchiquteur et outils appropriés | 5 | per / par | hour / heure | |
| | | 15 | * Arborist with 2 helpers, bucket, chipper and appropriate tools. | * Arboriste, deux adjoints, une nacelle, déchiquteur et outils appropriés | 5 | per / par | hour / heure | |
| Snow and Earth Moving Equipment | Équipement de déneigement et/ou excavation | 16 | One 4 x 4 with plow/operator. Blade size _____ | Un 4 x 4 avec chasse-neige et opérateur. Taille de la lame _____ mètres linéaires | 100 | per / par | linear metre / mètre lineaire | |
| | | 17 | * Backhoe/operator. Bucket size _____ m ³ | Pelle rétrocaveuse/opérateur. Taille de la benne _____ m ³ | 55 | per / par | hour / heure | |
| | | 18 | * Loader/operator. Bucket size _____ m ³ _____ axle | Chargeuse/opérateur. Taille de la benne _____ m ³ _____ essieu | 55 | per / par | hour / heure | |
| | | 19 | * Tandem/operator. Vehicle size _____ m ³ | Essieu tandem/opérateur. Taille du véhicule _____ m ³ | 85 | per / par | hour / heure | |
| | | 20 | Crushed stone (delivered) | Pierre concassé (livré) | 100 | per / par | Metric tonne / Tonne métrique | |
| | | 21 | Stone dust (delivered) | Poussière de pierre (livré) | 50 | per / par | cubic metre / mètre cube | |
| | | 22 | One 4 x 4 with plow, salt spreader/operator. | Un 4 x 4 avec chasse-neige, saleuse/opérateur. Mètres linéaires | 100 | per / par | linear metre / mètre lineaire | |
| Landscape Maintenance and Rehabilitation | Entretien paysager et réhabilitation | 23 | One rotary front deck mower (John Deere type or equivalent). Size _____ | Une tondeuse avec avant-train rotatif (de type John Deere ou l'équivalent). Taille _____ | 25 | per / par | hour / heure | |
| | | 24 | * Bush hog rotary blade. Size _____ m | * Débroussailleuse rotative. Taille de la lame _____ m | 5 | per / par | hour / heure | |
| | | 25 | * Flail mower. Size _____ m | * Tondeuse à fléau. Taille _____ m | 5 | per / par | hour / heure | |
| | | 26 | * Stump removal; stump grinder, support vehicle(s), crew of _____ and appropriate tools. | Essouchement; déchiquteur, véhicules de soutien, équipe de _____ personnes avec outils appropriés. | 5 | per / par | hour / heure | |
| ANNEX D-A (4) SUBTOTAL - TOTAL PARTIEL DE L'ANNEXE D-A (4) | | | | | | | | |

| SECTOR # | SECTOR | SITE | Parking Lot | Toilets | Cultural Asset | Bollard | Gate | Culvert | Fence (lm) | Bench | Waste receptacles | Picnic Table | Bulletin Board | Waypoint | Shelter | Bridge (m²) | Boardwalk (m²) |
|----------|--------------------------------|------|-------------|---------|----------------|---------|------|---------|------------|-------|-------------------|--------------|----------------|----------|---------|-------------|----------------|
| 1 | Shirleys Bay | 1 | | | | | 1 | | | | | | | | | | |
| 1 | Shirleys Bay | 2 | | | | 1 | 19 | 7 | 1,107 | | | | | 6 | | 34 | 24 |
| 1 | Shirleys Bay | 2 | P1 A | 1 | | | | | 168 | | 1 | 5 | 1 | | 1 | | |
| 1 | Shirleys Bay | 2 | P1 B | | | | | | 39 | | 1 | | | | | | |
| 1 | Shirleys Bay | 3 | | | | 7 | 16 | 26 | 7,462 | | 1 | 1 | | 1 | | 110 | 64 |
| 1 | Shirleys Bay | 4 | | | | 1 | 3 | 17 | 4,098 | 2 | 1 | | | | | | |
| 1 | Shirleys Bay | 4 | P2 | | | | | | 190 | | 1 | | 1 | | | | |
| 1 | Shirleys Bay | 5 | | | | 3 | 3 | 9 | 674 | | 1 | | | | | 34 | |
| 1 | Shirleys Bay | 6 | P3 | | | | | | 105 | | 2 | | 1 | | | | |
| 2 | Shirleys Bay | 6 | | | | 1 | | 8 | | | | | | 3 | | 69 | 79 |
| 2 | Shirleys Bay | 7 | | | | 1 | 7 | 4 | 609 | | | | | 4 | | | 364 |
| 2 | Shirleys Bay | 7 | P4 | | | 2 | 1 | | 136 | | 1 | | 1 | | | | |
| 2 | Shirleys Bay | 8 | | | | | 6 | 1 | 1,753 | 7 | | | | 6 | | | 470 |
| 2 | Shirleys Bay | 8 | P5 | 1 | | | 2 | | 189 | | 1 | 3 | 1 | | | | |
| 2 | Shirleys Bay | 9 | | | | 4 | 9 | 2 | 1,456 | | | | 1 | 9 | | 13 | 60 |
| 2 | Shirleys Bay | 9 | P7 | 1 | | 1 | 1 | | 95 | 2 | 3 | 6 | | 1 | 1 | | |
| 2 | Shirleys Bay | 10 | | | 3 | 1 | 8 | 5 | | 2 | | | 1 | 15 | | 18 | 1,335 |
| 2 | Shirleys Bay | 10 | P6 | | | | | | 154 | | 1 | | | | | | |
| 2 | Shirleys Bay | 10 | P8 A | | | 2 | | | 121 | | 1 | | 1 | | | | |
| 2 | Shirleys Bay | 11 | P10 | | 1 | | | | 19 | | 1 | | 1 | | | | |
| 2 | Shirleys Bay | 11 | P11 | 1 | | | | | 67 | | 2 | | 1 | | | | |
| 2 | Shirleys Bay | 11 | | | | 1 | 4 | 4 | 11 | | | | | 11 | | | 1,540 |
| 2 | Shirleys Bay | 11 | P9 | 2 | | | | | 106 | | 2 | 4 | 1 | 1 | | | |
| 2 | Shirleys Bay | 12 | P13 | | | | | 1 | 1 | | 1 | | 1 | | | | |
| 2 | Shirleys Bay | 12 | | | | | 10 | 5 | 1,270 | | | | 1 | 14 | | 15 | 262 |
| 2 | Shirleys Bay | 13 | | | | | | | | | | | | | | | 31 |
| 3 | Souther Farm and Pihney Forest | 14 | | | | | | | | | | | | | | | |
| 3 | Souther Farm and Pihney Forest | 15 | | | | 4 | 18 | 8 | 3,173 | 1 | | | | 3 | | 48 | |
| 3 | Souther Farm and Pihney Forest | 15 | P12 | 1 | | | | 2 | 4 | 1,021 | | | 1 | | | | |
| 3 | Souther Farm and Pihney Forest | 16 | | | | | | | | | | | | | | | |
| 3 | Souther Farm and Pihney Forest | 17 | | | | 2 | 34 | 15 | 3,682 | 2 | | 2 | | 18 | | 11 | 666 |
| 3 | Souther Farm and Pihney Forest | 17 | P14 | | | | | | 27 | | 1 | | 1 | | | | |
| 3 | Souther Farm and Pihney Forest | 17 | P15 | | | | | 1 | 30 | | 1 | 1 | 1 | | | | |
| 3 | Souther Farm and Pihney Forest | 18 | | | | | | 7 | 6 | 1,088 | 2 | | | | | | |
| 3 | Souther Farm and Pihney Forest | 19 | | | | 1 | 3 | | | | | | | | | | |
| 3 | Souther Farm and Pihney Forest | 20 | | | | | | | | | | | | | | | |
| 4 | International Airport | 21 | | | | | | | | | | | | | | | |
| 4 | International Airport | 22 | | | | | | 5 | 2,082 | | | | | | | | |
| 5 | Pine Grove | 23 | | | | | | 7 | 1,296 | | | | | | | | |
| 5 | Pine Grove | 24 | | | | | | 2 | | | | | | | | | |
| 5 | Pine Grove | 25 | | | | | | 10 | 9 | 8 | 2 | | | 5 | | | |
| 5 | Pine Grove | 25 | P16 | | | | | | 1 | | 1 | | 2 | | | | |
| 5 | Pine Grove | 26 | P17 | 1 | | 1 | | 2 | 135 | | 1 | | 2 | | | | |
| 5 | Pine Grove | 26 | | | | | | 10 | 3,651 | | | | | | | | |
| 5 | Pine Grove | 27 | | | | | | 14 | 7 | 316 | 2 | | 2 | 3 | | 4 | |
| 5 | Pine Grove | 28 | P18 | | | 1 | | 2 | 60 | | 2 | 2 | 2 | | | | |
| 5 | Pine Grove | 28 | | | | 3 | | 7 | 4 | 118 | 1 | | 1 | 4 | | | 334 |
| 5 | Pine Grove | 29 | | | | | | 9 | 12 | | | | | 7 | | | |
| 5 | Pine Grove | 29 | P19 | | | | | 2 | 1 | 58 | 2 | | 1 | 1 | | | |

| SECTOR # | SECTOR | SITE | Parking Lot | Toilets | Cultural Asset | Bollard | Gate | Culvert | Fence (lm) | Bench | Waste receptacles | Picnic Table | Bulletin Board | Waypoint | Shelter | Bridge (m²) | Boardwalk (m²) |
|----------|--------------|------|-------------|---------|----------------|---------|------|---------|------------|-------|-------------------|--------------|----------------|----------|---------|-------------|----------------|
| 5 | Pine Grove | 30 | | | | | 8 | 3 | | 2 | | | | | | | |
| 5 | Pine Grove | 31 | | | | | 2 | 1 | | | | | | | | | |
| 5 | Pine Grove | 32 | | | | 1 | 10 | | | | | | | | | | |
| 5 | Pine Grove | 33 | | | | | 3 | | | | | | | | | | |
| 6 | Mer Bleue | 34 | | | | | 1 | | | | | | | | | | |
| 6 | Mer Bleue | 35 | | | | | 4 | 1 | 82 | | | | | | | | |
| 6 | Mer Bleue | 36 | | | | | 4 | 9 | 168 | | | | | | | | |
| 6 | Mer Bleue | 37 | | | | | 4 | 8 | 28 | | 1 | 5 | | 14 | | 26 | 755 |
| 6 | Mer Bleue | 37 | P20 | 1 | | | 1 | | 186 | | 1 | | 1 | | | | |
| 6 | Mer Bleue | 38 | | | | | 14 | 3 | 965 | | 1 | | | 5 | | 44 | 353 |
| 6 | Mer Bleue | 38 | P23 | | | | 1 | 1 | 92 | | 1 | | 1 | 1 | | | |
| 6 | Mer Bleue | 39 | | | | | 3 | | | | | | | | | | |
| 6 | Mer Bleue | 40 | | | | | | | | | | | | | | | |
| 6 | Mer Bleue | 41 | | | | | | | | | | | | | | | |
| 6 | Mer Bleue | 42 | P22 | 2 | | 5 | 1 | | 172 | | 2 | | 1 | 2 | | | |
| 6 | Mer Bleue | 42 | | | | | 5 | 6 | | 8 | 1 | 9 | | 1 | 1 | 21 | 2,530 |
| 6 | Mer Bleue | 43 | | | | | 6 | 8 | | | | | 1 | 1 | | 50 | 76 |
| 6 | Mer Bleue | 44 | | | | | | | | | | | | | | | |
| 6 | Mer Bleue | 45 | P21 | 1 | | | | 1 | 108 | | 1 | 5 | 1 | | | | |
| 6 | Mer Bleue | 45 | | | | | 1 | | | | | | | | | | |
| 6 | Mer Bleue | 46 | | | | | 2 | | | | | | | | | | |
| 6 | Mer Bleue | 47 | | | | | | | | | | | | | | | |
| 6 | Mer Bleue | 48 | | | | | 10 | 2 | 2,021 | | | | | | | | |
| 6 | Mer Bleue | 49 | | | | | 2 | | 791 | | | 2 | | | | 11 | |
| 6 | Mer Bleue | 49 | P24 | | | | | 3 | 104 | | 3 | 2 | | | | | |
| 6 | Mer Bleue | 50 | | | | | | | | | | | | | | | |
| 6 | Mer Bleue | 51 | | | | | 5 | | | | | | | | | | |
| 6 | Mer Bleue | 52 | | | | | 2 | | | | | | | | | | |
| 6 | Mer Bleue | 53 | | | | | 1 | 1 | | | | | | | | | |
| 6 | Mer Bleue | 54 | | | | | 1 | | | | | | | | | | |
| 6 | Mer Bleue | 55 | | | | | | | | | | | | | | | |
| 7 | Greens Creek | 56 | | | | | 4 | 2 | 299 | | | | | | | | |
| 7 | Greens Creek | 57 | | | | 20 | 16 | 27 | 10 | | | | | 6 | | 54 | |
| 7 | Greens Creek | 57 | P26 | | | | 8 | 2 | 21 | | 4 | | 2 | 1 | | | |
| 7 | Greens Creek | 58 | | | | | 3 | 2 | | | | | | | | 30 | 15 |
| 7 | Greens Creek | 59 | | | 3 | 2 | 3 | 31 | | 12 | 2 | | | | | | |
| 7 | Greens Creek | 59 | P8 B | | | | | 2 | | | 2 | | | | | | |
| | | | | 12 | 7 | 65 | 358 | 269 | 41,621 | 45 | 48 | 47 | 33 | 143 | 3 | 592 | 8,958 |

| Activity | Activité | Tasks | Tâches | Category | Catégorie | Sub-category | Sous-catégorie | Seasonality | Saisonnalité | Frequency | Fréquence |
|-------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------|---------------------------------------|-----------------------------------------|-------------------|-------------------|------------------------------------------------------------|-----------------------------------------------------------------------|
| Civil Maintenance | Entretien civil | Painting and staining of signage supports is required once during the Term of this Contract. | Les supports de signalisation doivent être peint et teint une fois pendant la Durée du Contrat. | Signage | Signalisation | All sub-categories | Toutes les sous-catégories | August | Août | In Year 1 of the Term | Première Année du Contrat |
| Civil Maintenance | Entretien civil | Ensure the plaque mounting System is solid. | Assurez-vous que le Système de montage de la plaque est solide. | Signage | Signalisation | Bronze plaques and historical markers | Plaques de bronze et plaques historique | May to November | Mai à novembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Replace missing, damaged or faded signs. Reset and reattach signs that are uneven or askew, replace rusted fasteners and hardware (Consummables) as required. | Remplacer les panneaux manquants, endommagés ou estompés. Rajuster et fixer de nouveau les panneaux inégaux et de travers, remplacer les attaches et la quicaille (Produits consommables) au besoin. | Signage | Signalisation | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter. | Inspecter et Entretenir, au besoin et selon l'Objet. | Roads | Chemins | Natural surface | Surface naturel | May to December | Mai à décembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Grade, compact and correct any soft spots, depressions, etc. Apply new material only if directed by the CMO. | Niveler, compacter et corriger les endroits affaiblis, les dépressions, etc. N'appliquez du nouveau matériel que si l'AGC le demande. | Roads | Chemins | Natural surface | Surface naturel | May | Mai | Once Yearly | Une fois par Année |
| Civil Maintenance | Entretien civil | Provide immediate pothole/sinkhole filling services to ensure safety of users. Provide accident cleanup when required. | Offrir des services de colmatage immédiat des nids-de-poule et des cratères pour assurer la sécurité des utilisateurs. Au besoin, effectuer les opérations de nettoyage après un accident. | Roads | Chemins | Asphalt | Asphalte | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Maintain the Building and its Components. | Entrettenir le Bâtiment et ses Composantes. | Buildings | Bâtiment | Picnic shelters | Abri pique-nique | July to October | Juillet à octobre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Paint and/or stain. | Peindre et/ou teindre. | Buildings | Bâtiment | Picnic shelters | Abri pique-nique | July to October | Juillet à octobre | Every three Years | À tous les trois Ans |
| Civil Maintenance | Entretien civil | Maintain the building and its Components. | Entrettenir le Bâtiment et ses Composantes. | Buildings | Bâtiment | Washrooms | Toilette | July to October | Juillet à octobre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Paint and/or stain. | Peindre et/ou teindre. | Buildings | Bâtiment | Washrooms | Toilette | July to October | Juillet à octobre | Every three Years | À tous les trois Ans |
| Civil Maintenance | Entretien civil | Inspect the enire network, perform Work as may be required by the Subject Matter, report problems or deficiencies to the NCC. | Inspectez l'ensemble du réseau, effectuez les Travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Roads | Chemins | Forest Access Roads | Chemins forestiers | April to December | Avril à décembre | At intervals of no less than 20 days and no more than 30. | À des intervalles d'au moins 20 jours et d'au plus 30 jours. |
| Civil Maintenance | Entretien civil | Grade, compact and correct any soft spots, depressions, etc. Apply new material only if directed by the CMO. | Niveler, compacter et corriger les endroits affaiblis, les dépressions, etc. N'appliquez du nouveau matériel que si l'AGC le demande. | Roads | Chemins | Forest Access Roads | Chemins forestiers | April or May | Avril ou mai | Once Yearly | Une fois par Année |
| Civil Maintenance | Entretien civil | Grade once in April after ground frost has disappeared and the surface is sufficiently dry and thereafter on a monthly basis. | Nivelez une fois en avril après le dégel et quand la surface est suffisamment sèche, puis mensuellement par la suite. | Parking lots | Stationnements | Natural surface | Surface naturel | May to November | Mai à novembre | Monthly | Mensuellement |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter, report problems or deficiencies to the NCC.. | Inspectez et effectuez les Travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Pathways and Trails | Sentiers et Pistes | All sub-categories | Toutes les sous-catégories | April to December | Avril à décembre | At intervals of no less than 20 days and no more than 30. | À des intervalles d'au moins 20 jours et d'au plus 30 jours. |
| Civil Maintenance | Entretien civil | Grade, compact and correct any soft spots, depressions, etc. Apply new material only if directed by the CMO. | Niveler, compacter et corriger les endroits affaiblis, les dépressions, etc. N'appliquez du nouveau matériel que si l'AGC le demande. | Pathways and Trails | Sentiers et Pistes | Natural surface | Surface naturel | May | Mai | Once Yearly | Une fois par Année |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter, report problems or deficiencies to the NCC.. | Inspectez et effectuez les Travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Footbridges | Passerelles piétonnières | N/A | S.O. | May to December | Mai à décembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Inspect and Maintain boardwalks as required by the Subject Matter, report problems or deficiencies to the NCC.. | Inspectez les trottoirs de bois et effectuez les Travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Boardwalks | Trottoirs de bois | N/A | S.O. | April to December | Avril à décembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter, report problems or deficiencies to the NCC.. | Inspectez et effectuez les Travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Ditches and Culverts | Fossés et ponceaux | N/A | S.O. | May to November | Mai à novembre | In the Fall and thereafter as required. | À l'automne et par la suite, au besoin. |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter, report problems or deficiencies to the NCC.. | Inspectez et effectuez les Travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Ditches and Culverts | Fossés et ponceaux | N/A | S.O. | May to November | Mai à novembre | Following severe weather events | Suite à des phénomènes météorologiques violents |
| Civil Maintenance | Entretien civil | Paint and stain. | Peindre et/ou teindre. | Fences, Gates & Bollards | Clôtures, barrières et Butoirs | Gates and Bollards | Barrière et Butoirs | August | Août | In Year 1 of the Term | Première Année du Contrat |
| Civil Maintenance | Entretien civil | Replace and repair all damaged Fence Components, rails, posts and missing or broken gate hardware. | Réparer ou remplacer les Composantes de clôtures, les traverses, les poteaux et les charnières et dispositifs de verrouillage des barrières. | Fences, Gates & Bollards | Clôtures, barrières et Butoirs | All sub-categories | Toutes les sous-catégories | May to December | Mai à décembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Ensure all gates open and close 180 degrees. Ensure locks and closure mechanisms are lubricated and functional. | Voir à ce que les barrières soient fonctionnelles et capables d'ouvrir à 180 degrés. Appliquer un lubrifiants appropriés aux charnières et dispositifs de verrouillage. | Fences, Gates & Bollards | Clôtures, barrières et Butoirs | Gates | Barrières | May to December | Mai à décembre | At intervals of no less than 30 days and no more than 40. | À des intervalles d'au moins 30 jours et d'au plus 40 jours. |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter. | Inspectez et effectuez les Travaux requis par l'Objet. | Field assets | Biens mobiliers | Picnic tables | Table pique-nique | April to October | Avril à octobre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Painting and staining of picnic tables is required once during the Term of this Contract. | Il faut peindre et teindre les tables de pique-nique une fois durant la durée du présent Contrat. | Field assets | Biens mobiliers | Picnic tables | Table pique-nique | August | Août | In Year 1 of the Term | Première Année du Contrat |
| Civil Maintenance | Entretien civil | Inspect and Maintain as required by the Subject Matter. | Inspectez et effectuez les Travaux requis par l'Objet. | Field assets | Biens mobiliers | Waste receptacles | Poubelles | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Painting and staining of benches is required once during the Term of this Contract. | Il faut peindre et teindre les bancs une fois durant la Durée du présent Contrat. | Field assets | Biens mobiliers | Benches | Bancs | August | Août | In Year 2 of the Term | Année deux du Contrat |
| Civil Maintenance | Entretien civil | Ensure sitting surfaces are smooth and free of jagged edges, cracks or splinters that could injure trail users. | Veiller à ce que les surfaces d'assise soient lisses et dépourvues de rebords irréguliers, de fissures ou d'éclats de bois susceptibles de blesser les utilisateurs. | Field assets | Biens mobiliers | Benches | Bancs | May to December | Mai à décembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Maintain 1 km gravel access road at the Lime Kiln historic site (P10). | Entrettenir un Chemin d'accès de 1 km à surface en gravier au site historique du Four-à-chaux (P10). | Roads | Chemins | Natural surface | Surface naturel | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Civil Maintenance | Entretien civil | Paint/stain the Carlsbad Springs bathhouse and its components. | Peindre/teindre le kiosque de bains et ses Composantes. | Buildings | Bâtiment | Historic site | Lieu historique | August | Août | In Year 2 of the Term | Année deux du Contrat |
| Cleaning | Nettoyage | Clean using water, mild detergent and a soft cloth. | Nettoyer à l'aide d'un chiffon doux, de l'eau et un détergent doux. | Signage | Signalisation | All sub-categories | Toutes les sous-catégories | May | Mai | Once Yearly | Une fois par Année |

| Activity | Activité | Tasks | Tâches | Category | Catégorie | Sub-category | Sous-catégorie | Seasonality | Saisonnalité | Frequency | Fréquence |
|------------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|--------------------|----------------------------|------------------|-------------------|------------------------------------------------------------|-----------------------------------------------------------------------|
| Cleaning | Nettoyage | Inspect and clean as required by the Subject Matter. | Inspectez et nettoyez tel que requis par l'Objet. | Buildings | Bâtiment | Picnic shelters | Abri pique-nique | May to November | Mai à novembre | At intervals of no less than 30 days and no more than 40. | À des intervalles d'au moins 30 jours et d'au plus 40 jours. |
| Cleaning | Nettoyage | Inspect and clean as required by the Subject Matter. | Inspectez et nettoyez tel que requis par l'Objet. | Buildings | Bâtiment | Washrooms | Toilette | Year round | Toute l'année | Daily | Quotidiennement |
| Cleaning | Nettoyage | Inspect and clean as required by the Subject Matter. | Inspectez et nettoyez tel que requis par l'Objet. | Field assets | Biens mobiliers | Picnic tables | Table pique-nique | April to October | Avril à octobre | At intervals of no less than 4 days and no more than 8. | À des intervalles d'au moins 4 jours et d'au plus 8 jours. |
| Cleaning | Nettoyage | Inspect and clean as required by the Subject Matter. | Inspectez et nettoyez tel que requis par l'Objet. | Field assets | Biens mobiliers | Waste receptacles | Poubelles | Year round | Toute l'année | At intervals of no less than 4 days and no more than 8. | À des intervalles d'au moins 4 jours et d'au plus 8 jours. |
| Emergency Interventions | Intervention urgente | In all cases where a deficiency requires action by the Contractor, treating the deficiency means taking reasonable measures to protect users, including performing Work (as may be required by the Subject Matter) and alerting users to the deficiency by preventing access to the area or Asset. | Dans tous les cas où une défaillance exige une intervention de l'Entrepreneur, le traitement de la défaillance signifie qu'il faut prendre des mesures raisonnables afin de protéger les utilisateurs, notamment en effectuant des réparations permanentes ou temporaires (selon ce que l'Objet exige) et en avertissant les utilisateurs de la défaillance en empêchant l'accès au secteur. | All Assets | Tous les Biens | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Emergency Interventions | Intervention d'urgence | Once notified, the Contractor shall respond and perform the Work required by the Subject Matter. | Une fois avisé, l'entrepreneur doit exécuter les Travaux requis par l'Objet. | All Assets | Tous les Biens | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Graffiti removal | Enlèvement des graffitis | Once reported or discovered, graffiti must be removed. | Une fois signalé ou découvert, les graffitis doivent être enlevés. | All Assets | Tous les Biens | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | Within 24 hours. | Dans les 24 heures |
| Inspect and report | Inspection et rapport | Yearly waste diversion report. | Rapport annuel de réacheminement des déchets. | All Lands | Tous les terrains | All sub-categories | Toutes les sous-catégories | March | Mars | Once Yearly | Une fois par Année |
| Inspect and report | Inspection et rapport | Monthly fuel consumption report. | Rapport de consommation de carburant mensuel. | All Assets | Tous les Biens | All sub-categories | Toutes les sous-catégories | March | Mars | Once Yearly | Une fois par Année |
| Inspect and report | Inspection et rapport | The Contractor shall monitor beaver and small animal activity occurring on Lands included in this Contract and report activity to the NCC. | L'entrepreneur doit surveiller l'activité des castors et des petits animaux sur les Terrains comprises dans le présent Contrat et en faire rapport à la CCN. | Landscape | Entretien paysager | N/A | S.O. | May to December | Mai à décembre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Inspect and report | Inspection et rapport | Inspect and report Asset condition and rehabilitation requirements. | Inspectez et signalez l'état des Biens et les besoins de réhabilitation. | Buildings | Bâtiment | Picnic shelters | Abri pique-nique | October | Octobre | Once Yearly | Une fois par Année |
| Inspect and report | Inspection et rapport | Inspect and report Asset condition and rehabilitation requirements. | Inspectez et signalez l'état des Biens et les besoins de réhabilitation. | Buildings | Bâtiment | Washrooms | Toilette | October | Octobre | Once Yearly | Une fois par Année |
| Inspect and report | Inspection et rapport | Inspect all parking lots (trailheads), perform Work as may be required by the Subject Matter, report problems or deficiencies to the NCC. | Inspectez tous les stationnement (Début de Sentiers), effectuez les travaux requis par l'Objet, signalez les problèmes ou les défaillances à la CCN. | Parking lots | Stationnements | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | At intervals of no less than 20 days and no more than 30. | À des intervalles d'au moins 20 jours et d'au plus 30 jours. |
| Inspect and report | Inspection et rapport | Fill-out and submit the task completion report. Jointly with the CMO, discuss operational priorities and develop the operational schedule for the following week. | Compléter et soumettre le rapport sur l'exécution des tâches. Conjointement avec l'AGC, discutez des priorités opérationnelles et développez le calendrier opérationnel pour la semaine suivante. | All Assets | Tous les Biens | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | See 6.8.5 | Voir 6.8.5 |
| Non-desirable vegetation | Végétation indésirable | Remove noxious weeds and Invasive Species in or near NCC Assets. | Éliminer les mauvaises herbes nuisibles et les espèces envahissantes à proximité des biens de la CCN. | Landscape | Entretien paysager | N/A | S.O. | May to October | Mai à octobre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Non-desirable vegetation | Végétation indésirable | Remove Invasive Species and noxious weeds as directed by the CMO, subject to the limitations in 6.1.4.1. | Éliminer les Espèces envahissantes et les mauvaises herbes nuisibles conformément aux instructions de l'AGM, sujet aux limites énoncées au 6.1.4.1. | Landscape | Entretien paysager | N/A | S.O. | July to October | Juillet à octobre | Yearly | Annuellement |
| Pest control | Contrôle des pestes | Remove all wasp, hornet and bee nests posing a risk to the public. | Enlevez tous les nids de guêpes, frelons et abeilles posant un risque pour le public. | Landscape | Entretien paysager | N/A | S.O. | May to November | Mai à novembre | As directed by the NCC | Selon les directives de la CCN |
| Pest control | Contrôle des pestes | Capture and remove any small animals causing property damage. | Capter et enlever tout petit animal causant des dommages matériels. | Landscape | Entretien paysager | N/A | S.O. | May to November | Mai à novembre | As directed by the NCC | Selon les directives de la CCN |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Maintain Corridors by removing/pruning encroaching vegetation. | Maintenir les Corridors en éliminant / élaguant la végétation qui empiète. | Footbridges | Passerelles piétonnières | N/A | S.O. | May to November | Mai à novembre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Cut back obstructing vegetation to ensure visibility of signage. | Couper la végétation qui obstrue pour assurer la visibilité de la signalisation. | Signage | Signalisation | All sub-categories | Toutes les sous-catégories | May to November | Mai à novembre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Maintain Corridors by removing/pruning encroaching vegetation. | Maintenir les Corridors en éliminant / élaguant la végétation qui empiète. | Pathways and Trails | Sentiers et Pistes | All sub-categories | Toutes les sous-catégories | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Maintain Corridors by removing/pruning encroaching vegetation. | Maintenir les Corridors en éliminant / élaguant la végétation qui empiète. | Forest Access Roads | Chemins forestiers | Natural surface | Surface naturel | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Perform all pruning and trimming activities to maintain the Safety and Clearance requirements around all Assets which are on or adjacent to the Lands. | Effectuez toutes les activités d'élagage et de taille afin de respecter les exigences en matière de Passage libre et de autour de tous les Biens situés sur, ou à proximité, des Terrains. | Landscape | Entretien paysager | Trees and Shrubs | Arbres et arbustes | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Remove any hazards that pose a risk to public safety and property or restrict the use of NCC Assets. | Éliminez tous les dangers qui présentent un risque pour la sécurité publique et la propriété, ou limite l'utilisation des Biens de la CCN. | Landscape | Entretien paysager | Trees and Shrubs | Arbres et arbustes | Year round | Toute l'année | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Safety and Clearance Pruning | Tonte et taille du gazon | Maintain Corridors by removing/pruning encroaching vegetation. | Maintenir les Corridors en éliminant / élaguant la végétation qui empiète. | Parking lots | Stationnements | All sub-categories | Toutes les sous-catégories | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Safety and Clearance Pruning | Émondage de passage libre et de sécurité | Maintain Corridors by removing/pruning encroaching vegetation. | Maintenir les Corridors en éliminant / élaguant la végétation qui empiète. | Boardwalks | Trottoirs de bois | N/A | S.O. | May to November | Mai à novembre | In the Spring and thereafter as required. | Au printemps et par la suite, au besoin. |
| Snow and Ice Control | Déneigement et déglçage | Maintain access from Parking lots to Pathways, toilets and billboards by removing snow and applying de-icer as necessary. | Maintenir l'accès des stationnements aux Début de sentiers, aux toilettes et aux panneaux d'affichage en enlevant la neige et en appliquant un déglçant au besoin. | Parking lots | Stationnements | All sub-categories | Toutes les sous-catégories | November to May | Novembre à mai | By 7:00 am and continuously thereafter. | Avant 7h am et continuellement par la suite. |
| Snow and Ice Control | Déneigement et déglçage | Ensure signage is unobstructed and visible by removing snow banks and windrows. | Assurez la visibilité des panneaux de signalisation en enlevant les bancs de neige et les andains. | Signage | Signalisation | Parking lots | Stationnements | November to May | Novembre à mai | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Supply materials | Matériel à fournir | Maintain a constant supply of toilet paper and hand sanitizer. | Maintenez un stock constant de papier toilette et de désinfectant pour les mains. | Buildings | Bâtiment | Washrooms | Toilette | Year round | Toute l'année | Daily | Quotidiennement |
| Tree removal | Enlèvement d'arbres | Subject to the limitations in 6.1.3, remove trees as directed by the CMO. | Sous réserve des limitations de 6.1.3, enlevez les arbres comme indiqué par l'AGC. | All Lands | Tous les terrains | N/A | S.O. | Year round | Toute l'année | As directed by the NCC | Selon les directives de la CCN |
| Turf mowing and trimming | Tonte et taille du gazon | Maintain Tread and Shoulders per specifications. | Maintenir les Chaussées et les Accotements tel que sécié. | Pathways and Trails | Sentiers et Pistes | All sub-categories | Toutes les sous-catégories | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |

| Activity | Activité | Tasks | Tâches | Category | Catégorie | Sub-category | Sous-catégorie | Seasonality | Saisonnalité | Frequency | Fréquence |
|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|--------------------|----------------------------|-----------------|----------------|------------------------------------------------------------|-----------------------------------------------------------------------|
| Turf mowing and trimming | Tonte et taille du gazon | Remove weeds or grass growth between planks. | Enlevez les mauvaises herbes ou la croissance de l'herbe entre les planches. | Boardwalks | Trottoirs de bois | N/A | S.O. | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Turf mowing and trimming | Tonte et taille du gazon | Maintain Shoulders per specifications. | Maintenir les Accotements tel que spécifié. | Boardwalks | Trottoirs de bois | N/A | S.O. | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Turf mowing and trimming | Tonte et taille du gazon | Cut to 8cm before it reaches 12cm around all Assets adjacent to the parking lot. | Autour des Biens adjacents aux stationnements, tondre à une hauteur de 8 cm, avant qu'elle atteigne 12 cm. | Parking lots | Stationnements | All sub-categories | Toutes les sous-catégories | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Turf mowing and trimming | Tonte et taille du gazon | Maintain 2m under (where necessary) and around Assets such as Buildings, shelters, bulletin boards, picnic tables, washrooms, fences, access to trailheads, etc. | Entretien une zone de 2 m sous (le cas échéant) et autour des Biens tels que les Bâtiments, abris, tableaux d'affichage, tables de pique-nique, toilettes, clôtures, accès aux Début de Sentiers, etc. | All Assets | Tous les Biens | All sub-categories | Toutes les sous-catégories | May to October | Mai à octobre | When observed by the Contractor or as directed by the NCC. | Lorsque observé par l'Entrepreneur ou selon les directives de la CCN. |
| Turf mowing and trimming | Tonte et taille du gazon | Cut to 8cm before it reaches 12cm around all Assets and Buildings. | Autour des Biens et Bâtiments, tondre à une hauteur de 8 cm, avant qu'elle atteigne 12 cm. | Buildings | Bâtiment | Picnic shelters | Abri pique-nique | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Turf mowing and trimming | Tonte et taille du gazon | Maintain a 2 m corridor around the heritage ruins at the Lime Kiln ruins site (P10). Cut to 8cm before it reaches 12cm. | Entretien un couloir de 2 m autour des ruines Lime Kiln (P10). Couper à 8cm avant d'atteindre 12cm. | Landscape | Entretien paysager | N/A | S.O. | May to October | Mai à octobre | As required during the growing season. | Tel que requis pendant la saison végétative. |
| Waste Management | Gestion des déchets | All refuse visible from edge of a Pathway or Trail must be picked up and removed. | Tous les déchets visibles du bord d'un Sentier ou d'une Piste doivent être ramassés et enlevés. | Pathways and Trails | Sentiers et Pistes | All sub-categories | Toutes les sous-catégories | May to December | Mai à décembre | At intervals of no less than 20 days and no more than 30. | À des intervalles d'au moins 20 jours et d'au plus 30 jours. |
| Waste Management | Gestion des déchets | All refuse on or visible from edge of a Road must be picked up and removed. | Tous les déchets visibles du bord d'un Chemin doivent être ramassés et enlevés. | Roads | Chemins | All sub-categories | Toutes les sous-catégories | May to December | Mai à décembre | At intervals of no less than 30 days and no more than 40. | À des intervalles d'au moins 30 jours et d'au plus 40 jours. |
| Waste Management | Gestion des déchets | Ensure parking lots remain free of waste and debris. All refuse visible from edge of a parking lot must be picked up and removed. | Assurez-vous que les stationnements restent exempts de déchets et de débris. Tous les déchets visibles du bord d'un stationnement doivent être ramassés et enlevés. | Parking lots | Stationnements | All sub-categories | Toutes les sous-catégories | Year round | Toute l'année | At intervals of no less than 30 days and no more than 40. | À des intervalles d'au moins 30 jours et d'au plus 40 jours. |
| Waste Management | Gestion des déchets | Waste receptacles must never be allowed to exceed 70% of capacity. | Les poubelles ne doivent jamais dépasser 70% de leur capacité. | Field assets | Biens mobiliers | Waste receptacles | Poubelles | Year round | Toute l'année | At intervals of no less than 4 days and no more than 8. | À des intervalles d'au moins 4 jours et d'au plus 8 jours. |
| Waste Management | Gestion des déchets | 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 may vary with weather conditions and use of the toilet. | Pour contrôler les odeurs, l'Entrepreneur doit ajouter dans la cuve des toilettes du « BiodorMD » ou un produit équivalent à enzymes approuvé par la CCN. La fréquence d'application variera selon les conditions météorologiques et l'usage de la toilette. | Buildings | Bâtiment | Washrooms | Toilette | May to November | Mai à novembre | At intervals of no less than 4 days and no more than 8. | À des intervalles d'au moins 4 jours et d'au plus 8 jours. |
| Waste Management | Gestion des déchets | Using the services of a licensed waste service company, the Contractor must empty the holding tanks of each toilet. | Vidanger les cuves de toutes les toilettes en faisant appel à une entreprise spécialisée dans le service des eaux usées. | Buildings | Bâtiment | washà | Toilette | Year round | Toute l'année | Twice Yearly. | Deux fois par Année |

STANDING OFFER AGREEMENT (SOA)

2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need for: **URGENT OR UNFORESEEN CIVIL AND/OR LANDSCAPE MAINTENANCE SERVICES THAT ARE NOT INCLUDED IN THE GREENBELT LANDS MAINTENANCE MANAGEMENT SERVICES CONTRACT UNDER BID SOLICITATION # AL1805**

Please be advised that the quantity of goods and/or services and the estimated expenditure specified are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;

- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.

2.3 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of five years, from April 1, 2020 to March 31, 2025, with an option to extend for two (2) successive one year terms.

2.4 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the supplier name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

2.5 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$40,000 CDN including applicable taxes. Services should not be delivered until NCC's Contracts has issued a purchase order number specific to that call-up purchase order. If no extra services are authorized by the NCC Contract Monitoring Officer, the written quotation shall constitute the maximum amount payable under the call-up purchase order.

2.6 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for the Standing Offer Agreement is \$ 200,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase in a prudent manner the total estimated expenditure.

2.7 INVOICING:

In an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address payables@ncc-ccn.ca . For storage purposes it would be preferable that the file format of the attachment be saved in a .jpg format. To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown on the Purchase Order and clearly indicate the Purchase Order number. Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days.

OFFRE A COMMANDES (OAC)

2.1 INTRODUCTION

Une des méthodes d'approvisionnement utilisées par la CCN, pour répondre aux besoins de ses utilisateurs internes déterminés. La CCN délègue ensuite des pouvoirs d'achat à ces utilisateurs, qui peuvent ensuite communiquer directement avec le fournisseur, au fur et à mesure des besoins, en émettant des commandes d'achat détaillant les quantités exactes de biens ou de services qu'il(s)/elle(s) souhaitent commander auprès du soumissionnaire, à un moment particulier, pendant la période de validité de l'offre à commandes et conformément aux conditions déterminées au préalable. Cette méthode d'approvisionnement est particulièrement utile pour acquérir des biens ou services fréquemment commandés, disponibles ou non dans le commerce, lorsque la quantité ou la valeur totale de ceux-ci, nécessaires à un ou à plusieurs utilisateurs déterminés, peut être évaluée au préalable, mais qu'il est impossible d'établir au départ les besoins exacts d'un utilisateur donné, à un moment futur déterminé.

La CCN prévoit un besoin potentiel pour **DES SERVICES D'ENTRETIEN CIVIL ET / OU PAYSAGER URGENTS OU IMPRÉVUS NE FIGURANT PAS DANS LE CONTRAT DE SERVICES DE GESTION DE L'ENTRETIEN DES TERRAINS DE LA CEINTURE DE VERDURE SOUS L'APPEL D'OFFRE N ° AL1805.**

Veillez noter que la quantité de biens et (ou) de services et les dépenses estimatives stipulés dans la présente ne sont qu'une approximation des besoins donnée de bonne foi. La conclusion d'une offre à commandes avec un soumissionnaire ne constitue pas une entente obligeant la CCN à commander une partie ni la totalité des biens et (ou) services en question. La CCN pourra passer une ou plusieurs commandes d'achat subséquentes à une offre à commandes, chaque commande constituant une acceptation de ladite offre à commandes pour le nombre desdits biens ou services décrits dans la commande. Une demande n'engage pas la CCN à autoriser l'utilisation d'une offre à commandes ni à payer n'importe quel des coûts engagés pour la présentation des offres ou les études nécessaires à la préparation de celles-ci, ni d'acheter des biens ou services quelconques, ni de passer des contrats à cette fin. La CCN se réserve le droit de rejeter ou d'accepter toute offre, en totalité ou en partie, avec ou sans autres discussions ou négociations.

2.2 DISPOSITIONS GÉNÉRALES

Le soumissionnaire reconnaît qu'une offre à commandes n'est pas un contrat. Le soumissionnaire offre de vendre ou de fournir et de livrer à la CCN, aux conditions exposées ci-après, les biens et (ou) les services détaillés dans la présente et aux prix ou selon la base d'établissement des prix figurant dans celle-ci, AU FUR ET À MESURE DES BESOINS exprimés par des utilisateurs autorisés de la CCN de ces biens et (ou) services et commandés par les utilisateurs autorisés, conformément aux dispositions suivantes.

Il est entendu et convenu que :

- une commande d'achat subséquente à une offre à commandes constituera un contrat uniquement pour les biens et (ou) services commandés, pourvu toujours que cette commande d'achat soit établie conformément aux dispositions de l'offre à commandes;
- l'émission et la distribution de l'autorisation d'utiliser toute offre à commandes découlant de la présente n'oblige pas la CCN à autoriser ni à commander l'un ou l'autre des biens et services décrits dans l'offre à commandes;

- la responsabilité de la CCN se limitera aux commandes d'achat passées à l'égard de toute offre à commandes conclue pendant la période indiquée dans la présente;
- la CCN se réserve le droit d'acheter les biens et (ou) services spécifiés par contrats, offres permanentes ou d'autres méthodes de négociation de contrats.

2.3 PÉRIODE DE L'OFFRE À COMMANDES :

L'OAC durera cinq années, du 1^{er} avril 2020 au 31 mars 2025, avec une option d'exercer deux (2) prolongations successives d'une (1) année.

2.4 DOCUMENT DE COMMANDE D'ACHAT :

Le document autorisé de « commande d'achat subséquente à une offre à commandes » sera la commande d'achat de la CCN n° XXXXXX. Le document de commande d'achat stipulera le nom et l'adresse de l'entreprise, le numéro de la commande d'achat, la date de livraison requise, l'emplacement de la livraison, la description des biens ou services, les quantités, les prix unitaires, la limite de la commande d'achat, et comportera la signature d'approbation apposée par l'utilisateur autorisé et désigné.

2.5 LIMITATION DE LA COMMANDE D'ACHAT :

Le montant global qu'on peut verser pour une commande d'achat (commande subséquente) est de 40 000 \$ CAN, incluant les taxes. Les services peuvent être livrés seulement au moment où la division des contrats de la CCN aura émis un numéro de commande d'achat correspondant à cette commande subséquente. Si l'agent de gestion de contrats n'autorise aucun service additionnel, la soumission écrite constituera le montant maximal à payer en vertu de la commande d'achat.

2.6 DÉPENSES ESTIMATIVES DE L'OFFRE À COMMANDES :

Le montant estimé des dépenses de la convention d'offre à commande s'élève à 200 000,00 \$ CAN incluant taxes. Au fur et à mesure que les exigences opérationnelles seront mieux définies, la CCN se réserve le droit d'accroître le montant total estimé des dépenses dans une manière prudent.

2.7 FACTURATION :

La commission de la capitale nationale encourage ses fournisseurs à envoyer leurs factures en pièce jointe par messagerie électronique à sa section des comptes payables à l'adresse courriel payables@ncc-ccn.ca . Pour faciliter le processus, il est préférable que le fichier soit sauvegardé en format .jpg . Pour assurer un paiement rapide, veuillez préparer votre facture en inscrivant les prix apparaissant dans l'offre. Toute erreur au niveau de la facturation aura pour effet de retarder le paiement. Veuillez faire parvenir votre facture à l'adresse indiquée dans la commande en inscrivant clairement le numéro de la commande d'achat. Les factures détaillées doivent être remises au service des comptes fournisseurs de la CCN au moins à tous les 30 jours.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

SECURITY REQUIREMENTS

Security Requirements

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

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

Security screening of individual

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

Fingerprinting

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1st 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

Responsibilities of the Company Security Officer (CSO)

The CSO responsibilities are the following:

Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;

In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to

NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

Ensure that 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;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these

documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.

- When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

Access to site

All visits to site shall be coordinated with, and approved through NCC Corporate Security.

Security of Information

NCC Corporate Security reserves the right to request that the Contractor submit to an inspection of the premises on Document Safeguarding Capability (DSC) and/or IT Security, depending on the nature of the information it will be entrusted with. In the event that contractor does not meet the requirements to obtain the requested clearance, the contractor or subcontractor shall take the corrective measures recommended by NCC Corporate Security or the Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD) in order to meet these requirements.

The Contractor shall take all necessary steps to ensure that documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel possessing the appropriate security level and authorization.

Confidentiality and Safeguarding

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.

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

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

BID BOND

Bond Number _____

Amount \$ 100,000

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety, hereinafter

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

Obligee, hereinafter called the NCC, In the amount of _____ dollars
(\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and

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

SIGNED AND SEALED this _____ day of _____, _____. WHEREAS, the Principal has
submitted a written tender to the NCC, dated the _____ day of _____, _____,

for: _____.

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

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:
 - 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does
 - 2. upon notification of acceptance of tender, furnish a Performance Bond and a Payment of Labour and Material Bond for each at 20% of the GRAND TOTAL, or, "SECURITY DEPOSIT" in the amount of \$ 100,000;
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.